

CONTRACTORS BID FOR PUBLIC WORK

Form No. 96 (Revised 2009)

BID OF

C & T Lawn and Landscape

(Contractor)

1580 Vollmer Road

(Address)

Lynwood, Illinois 60411

FOR

PUBLIC WORKS PROJECTS

OF

Northeast Alleys - Restoration

Town of Munster, Lake County, Indiana

Filed

Action Taken

CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

PART I

(To be completed for all bids. (Please type or print))

Date: 9/10/2020

1. Governmental Unit (Owner): Town of Munster
2. County: Lake County
3. Bidder (Firm): C & T Lawn and Landscape
Address: 1580 Vollmer Road
City/State: Lynwood, IL 60411
4. Telephone Number: 219-789-2320
5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of the Town of Munster, Indiana (Governmental Unit) in accordance with plans and specifications dated September 2, 2020 for the sum of

\$ 24,252.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the Governmental Unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, subject to the following conditions: _____

Contracting Authority Members:

PART II

(For projects of \$100,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm): _____

Date: _____

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
\$15,241.00	Community Park ball fields	4/20/2020	Munster Parks - 1154 Ridge Rd., Munster, IN
\$5777.00	Downtown tree installation	11/04/2019	Village of Homewood - 17555 Ashland, Homewood, IL

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
\$1758.00	Munster Parks Fertilization	9/30/2020	Munster Parks - 1154 Ridge Rd., Munster, IN

3. Have you ever failed to complete any work awarded to you? None. If so, where and why?
We have not failed to complete any work awarded to us.

4. List referenced from private firms for which you have performed work.

- Matrix Realty Group, 7820 Graphics Dr, Suite 107, Tinley Park, IL 60477
C/O Eileen Burke Olsen 708-744-3600 Project: Replacement of parking lot structural wall.
- Illiana Construction, 20153 Cantalpa, Lynwood, IL 60411
C/O Steve Sudowski 708-418-8900 Project: Many one-time and ongoing Commercial landscape projects.
- Castlewood Property Owner Association, 2408 Castlewood Dr, Dyer, IN 46311
C/O Joe Weber Project: Driveway, grading, park/playground refurbishment

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, completed the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)

With a crew of 4-5 men we will:

- Remove/haul away debris from area within scope of work as needed per bid specifications.
- Grade per the provided specifications, and incorporate new topsoil to finish grade and provide quality soil for new seed.
- Restore the disturbed turf areas we graded with a Kentucky bluegrass seed mix and protective straw blanket.
- Cleanup and haul away any debris created by our work.

2. Please list the names and addresses of subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

None.

- 3 If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you expect to require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

We do not intend to sublet any portion of the work.

4. What equipment do you have available for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

We plan to use the following:

- Dump Trucks

- Skid steer

- Misc. Rakes, shovels, wheel barrows.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

We have not entered into contracts. We have however received pricing from local suppliers.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION IV OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at ^{1580 Vollmer road} Lynwood, Illinois this 10th day of September, 2020

C & T Lawn and Landscape

(Name of Organization)

By Henry Gallagher

Project and Sales Manager

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)

COUNTY OF Lake)

Before me, a Notary Public, personally appeared the above-named Henry Gallagher and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 10th day of September, 2020.

Jennifer Hill

Notary Public

My Commission Expires: 12-20-2025

County of Residence: Lake



Attachment A – Unit Price Work

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Mobilization/Demobilization	LS	1	\$ 1052.00	\$ 1052.00
2	Restoration	SY	800	\$ 29.00	\$ 23,200.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$ 24,252.00

END OF SECTION

C & T LAWN AND LANDSCAPE
Balance Sheet as of August 30, 2020.

ASSETS

Current Assets

Cash -FMcheckbook	124,943.39
Cash -FMsavings	50,004.70
Cash -INGSavings	
Current Accounts Receivable	128,441.23
Total Current Assets	303,389.32

Property and Equipment

Equipment -Trucks/trailers	355,192.00
Equipment -Other	358,880.00
Total Property and Equipment	714,072.00

Other Assets

Supplies/Parts	3,110.00
Inventory	35,315.00
Total Other Assets	38,425.00

TOTAL ASSETS 1,055,886.32

LIABILITIES AND CAPITAL

Current Liabilities

Ford Credit	104,608.55
John Deere Credit	13,076.50
Line of Credit -First Merchants	-
Current Accounts Payable	62,885.23
Total Current Liabilities	180,570.28

Capital

Initial Investment	20,000.00
Income Summary	855,316.04
Total Capital	875,316.04

TOTAL LIABILITIES AND CAPITAL 1,055,886.32

C AND T LAWN CARE, LLC
Income Statement
For the Eight Months Ending August 30, 2020

Revenues

Landscape	645,673.98
Maintenance	1,213,048.31
Snow	<u>256,150.22</u>
Total Revenues	<u>2,114,872.51</u>

Expenses

Cost Of Good Sold

Haul/Dump -Landscaping	1,377.47
Haul/Dump -Maintenance	25,643.04
Material -Landscaping	243,151.73
Material -Maintenance	7,321.23
Labor -Landscaping	218,507.03
Labor -Maintenance	441,510.74
Snow Labor -InHouse	5,275.10
Snow Labor -Outsourced	73,979.48
Equip Rental -Landscape	1,887.33
Equip Rental -Maintenance	0.00
Equip Lease -Maintenance	<u>21,652.98</u>
	<u>1,040,306.13</u>

Overhead Expenses

Indirect Expenses

Indirect Labor	38,787.72
Small Tools & Supplies -Lands	614.33
Warranty Work	0.00
Small Tools & Supplies -Maint	442.44
Bidding Expense	0.00
Bad Debts Expense	395.03

Equipment Expenses

R & M -Vehicle/Trailer	25,815.23
R & M -Equipment	120,954.40
Fuel	95,893.34
Insurance -Vehicle/Equip	17,555.00
Licenses & Fees -Veh/Equip	8,196.99
Shop/Facility Maintenance	17,355.86
Shop Tools and Supplies	2,672.82

Administrative Expenses

Advertising -Main	33,700.88
Advertising -Uniforms	13,496.19
Bank Charges	2,522.92
Communications	25,106.27
Technology Upgrades	3,507.08
Dues and Subscriptions	950.00
Education	6,665.48
Insurance -Business	30,702.14
Insurance -Health	34,851.99
Interest Expense	5,292.26
Licenses -Villages/towns	2,682.00
Meals and Entertainment	4,892.59
Office Supplies	9,343.53
Administrative Payroll	216,648.94
Payroll Taxes	66,101.07
Unemployment Taxes	33,618.62
Postage and Delivery	41.43
Professional Fees	9,507.37
Rent	30,000.00
Property Taxes	5,736.55
Travel	4,971.93
Utilities	8,239.90
Donation	1,425.00
Credit Card Transaction Fees	12,620.47
Miscellaneous Expense	<u>428.76</u>
	<u>891,736.53</u>

Total Expenses 1,932,042.66

Net Income \$ 182,829.85



Bond Number 2445788

Bid Bond

KNOW ALL BY THESE PRESENTS, That We, C & T Lawn Care, LLC as Principal,
and WEST BEND MUTUAL INSURANCE COMPANY, a corporation organized under the laws of the State of Wisconsin
and having its principal office in Middleton, Wisconsin, in said State, as Surety, are held and firmly bound unto
Town of Munster as Owner, in the full and just sum of
\$24,252 (Twenty Four Thousand Two Hundred Fifty Two) 100 (%) of amount bid for the payment
whereof said Principal binds its heirs, administrators, and executors and said Surety binds itself, its successors
and assigns firmly by these presents

WHEREAS, said Principal has submitted to said Owner a bid or proposal for _____

Northeast Alleys Restoration

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if within Sixty days hereof and in
accordance with said proposal a contract shall be awarded to said Principal and the said Principal shall enter into a
contract for said work and shall furnish bond with surety as required for its faithful performance then this obligation
shall be void, otherwise remain in full force and virtue.

Signed and Sealed this 15 day of September, 20 20

Principal:

C & T Lawn Care, LLC

By: [Signature] (SEAL)

Name Typed: Timothy Groenewold, President

Title

Witness: [Signature]

Surety:

West Bend Mutual Insurance Company

By: [Signature] (SEAL)

Name Typed: STEVE BANNINGA, Attorney-In-Fact

Title

Witness: [Signature]

Agency Name: THE MITCHELL CORPORATION

Address: 1160 JOLIET STREET,

DYER, IN 46311

Phone Number: (219) 322-1133

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956,
1956 PA 218 and MCL 500.2236.



THE SILVER LINING®

Bond No. 2445788

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

STEVE BANNINGA

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 15th day of September, 2020



Heather A. Dunn
Heather Dunn
Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Mitchell Corporation 1160 Joliet St Suite #101 Dyer IN 46311		CONTACT NAME: Steve Banninga PHONE (A/C No, Ext): (219)322-1133 FAX (A/C No): (219)322-1155 E-MAIL ADDRESS: steve@themitchellcorp.com	
INSURED C & T Lawn Care LLC 1580 Vollmer Road Lynwood IL 60411-8541		INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 35585

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		Q44-3151249	08/31/2020	08/31/2021	EACH OCCURRENCE \$ 1000000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000						
	MED EXP (Any one person) \$ 5000						
	PERSONAL & ADV INJURY \$ 1000000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2000000
							PRODUCTS - COM/OP AGG \$ 2000000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y		Q08-3140049	08/31/2020	08/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	Y		Q32-3170221	08/31/2020	08/31/2021	EACH OCCURRENCE \$ 10000000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10000000
	DED RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Q92-8100135	08/31/2020	08/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 500000						
	E.L. DISEASE - EA EMPLOYEE \$ 500000						
	E.L. DISEASE - POLICY LIMIT \$ 500000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- Coverage is extended over the Northeast Alleys - Restoration Project

The below listed certificate holder is also an additional insured, per the above coverages, as per contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Munster 1005 Ridge Road Munster IN 46321	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Fax: Email:

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ACORD 25 (2016/03)

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POLICY NUMBER: Q44-3151249

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Town of Munster	Northeast Alleys - restoration project
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: Q44-3151249

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Town of Munster	Northeast Alleys - Restoration Project
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Bond Number 2445788

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That Timothy Groenewold & C&T Lawn Care, LLC of 1580 Vollmer Road, Lynwood, IL. 60411

(Name and address of the Contractor)

as Principal, hereinafter called Principal, and WEST BEND MUTUAL INSURANCE COMPANY as Surety, hereinafter called Surety, are held and firmly bound unto Town of Munster of

1005 Ridge Road, Munster, IN. 46321

(Name and address of the Owner)

as Obligee, hereinafter called Owner, in the amount of Twenty Four Thousand Two Hundred Fifty Two Dollars and Zero Cents Dollars (\$ 24,252.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated 09/15/2020 entered into a contract with Owner for Northeast Alleys Restoration

in accordance with drawings and specifications prepared by C & T Lawn Care, LLC

(Name of Architect or Engineer)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's Obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be increased automatically and immediately, without the need for separate amendments hereto, upon amendment to the Contract that does not increase the contract price more than ten (10) percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein of the heirs, executors, administrators or successors of the Owner.

Signed and Sealed this 14th day of September 20 20

Witness:



Witness:



Principal:

Timothy Groenewold & C&T Lawn Care, LLC

By: 

(SEAL)

Name Typed: Timothy Groenewold, President

Title

Surety:

West Bend Mutual Insurance Company

By: 

(SEAL)

Name Typed: Steve Banninga, Agent

Title

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



Bond Number 2445708

Payment Bond – Multi-Year Contracts

KNOW ALL MEN BY THESE PRESENTS, that we, Timothy Groenewold & C&T Lawn Care, LLC as Principal, (hereinafter called the "Principal"), and West Bend Mutual Insurance Company as Surety, (hereinafter call the "Surety"), are held and firmly bound unto, Town of Munster as Obligor, (hereinafter called the "Obligor"), in the amount of Twenty Four Thousand Two Hundred Fifty Two Dollars (\$ 24,252.00) good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into written contract with the Obligor, dated 09/15/2020 (hereinafter called the "Contract"), which Contract is incorporated herein by reference for the work described as Northeast Alleys Restoration

NOW, THEREFORE, the condition of this obligation is such that, If the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the conditions outlined on page two of this bond.

PROVIDED, HOWEVER, that:

1. The term of this bond is for the period commencing 09/15/2020 and expiring on 12/31/2021, unless released by the Obligor prior thereto. However, the term of this bond may be extended for an additional one-year period(s) by the issuance of a new bond or a continuation certificate by the Surety.
2. Non-renewal by the Surety or failure of the Principal to provide the Obligor with a replacement bond shall not constitute default under this bond.
3. The Liability of the Surety under this bond and all bonds or continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the bond amount set forth above or in any additions, riders or endorsements properly issued by the Surety.
4. The Obligor's acceptance of this bond and reliance upon it as security constitutes its acknowledgement and agreement as to the terms under which it is offered and issued by the Surety.

Signed and Sealed this 14 day of September 20 20

Principal:

Timothy Groenewold & C&T Lawn Care LLC

By: [Signature] (SEAL)

Name Typed: Timothy Groenewold, President

Title

Surety:

West Bend Mutual Insurance Company

By: [Signature] (SEAL)

Name Typed: Steve Bannings, Agent

Title

Witness: [Signature]

Witness: [Signature]

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

CONDITIONS

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Obligor that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgement for such sum or sums as may be justly due claimant, and have execution thereon. The Obligor shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Obligor, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Obligor or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.



THE MITCHELL CORPORATION

INSURANCE FOR EVERY NEED®

LANCE W. BANNINGA
STEPHEN L. BANNINGA
MARY GREEN
NICHOLAS A. KOWALCZYK
KYLE H. KUCZWARA

1160 JOLIET STREET (RT. 30)
P.O. BOX 159
DYER, IN 46311
ILLINOIS 708/333-6430
INDIANA 219/322-1133
FAX 219/322-1155

To: The Town of Munster

Re: C & T LAWN CARE bond #2445788

September 14, 2020

Following please find:

- 1) West Bend Mutual bid bond #2445788 for C & T Lawn Care (bid on Northeast Alleys Restoration)
- 2) Certificate of Insurance (plus additional insured forms)
- 3) Performance Bond & Payment Bond (West Bend Mutual #2445788)
 - a. Please be advised that the Performance & Payment bond will not be issued until the Northeast Alleys Restoration job contract is awarded).

If you have any questions, or need any additional paperwork, please contact our office directly at:

PHONE: 219-322-1133

EMAIL: Steve@themitchellcorp.com

FAX: 219-322-1155

Sincerely,

THE MITCHELL CORPORATION

Stephen L. Banninga, CFC