

Westfield City Council

Members

Troy Patton, (At Large)

Joe Edwards, (District 3)

Scott Frei, (District 4)



CITY OF WESTFIELD, IN
FinanceCommittee_Meeting_Agenda_06_01_2020

Monday, June 01, 2020 at 08:30 AM

BOARD OR COMMISSION: Finance Committee

MEETING DATE: Monday, June 01, 2020 at 08:30 AM

MEETING PLACE: Virtual Conference Call

8:30 AM- Call to Order & Approval of May 4, 2020 Minutes

8:35 AM- Further Discussion of Budget vs Actual 1st Quarter & 2nd Quarter

8:45 AM- Westfield YMCA Presentation-Shannon Russell

9:00 AM- Grand Park Budget 2020 and Review of 2019 Profit and Loss

9:20 AM- 2020 Resurfacing Contract

Documents: [2020 Resurfacing Contract](#) | [Bid Unit Cost Comparison](#) | [Bid/Baumgartner](#) | [Bid/Grady Brothers](#) | [Bid/Midwest Paving](#) | [Bid/Milestone](#) | [Bid/Rieth Riley](#) | [Bid/Calumet](#)

9:25 AM- Any other Business to discuss

9:30 AM- Adjourn

Join by phone

+1 (317) 804-3008,,295805# (Westfield) English (United States)

Find a local number

Conference ID: 295805

SECTION 3

PROPOSAL

CITY OF WESTFIELD, INDIANA

2020 Resurfacing Project

To: Westfield Public Works
2706 E. 171st Street
Westfield, Indiana 46074

Pursuant to the published "Advertisement for Bids", the undersigned has investigated the conditions affecting the cost of the proposed 2020 Resurfacing Project and having examined the site and understanding the requirements set forth in the Contract Documents, hereby proposes to provide and furnish all labor, materials, tools, equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the above work as required by said Contract Documents, including any and all addenda now on file in the Westfield Public Works office, City of Westfield, Indiana.

Project generally includes road reconstruction, milling, full depth patching, resurfacing, maintenance of traffic, and striping various thoroughfares and residential streets throughout the City of Westfield.

The project will be awarded to the lowest and most responsible bidder based on the combined total base bid plus any accepted alternates as selected by the Owner. The program will be located throughout the Westfield corporate limits.

The undersigned proposes to furnish all work for the construction of the 2020 Resurfacing Project, including all labor, materials, supplies, equipment and all appurtenances necessary to complete the work as per the drawings and the specifications for the following unit prices, to wit:

Schedule – The undersigned agrees to be substantially complete with the base bid work within 130 calendar days after the notice to proceed has been issued. All work shall therefore be complete within 30 calendar days of substantial completion. If work is not completed by the specified dates above, liquidated damages will be assessed at \$1,000.00 per day.

Bidder acknowledges the schedule of this contract (initial): BR

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Project Description

Base Bid

- **169th Street / David Brown Drive from Oak Ridge Road to Union Street (Appendix B)**
 - 4" Mill
 - Resurface - 1.5" HMA Surface on 2.5" HMA Intermediate
- **Casey Road from Ditch Road to 186th Street (Appendix C)**
 - 2" Mill and Resurface
 - Multiple full depth patches
 - Widening
 - Wedge and Leveling
- **Crestview Subdivision (Appendix D)**
 - Reconstruction of roadway
 - Remove existing asphalt plus 6" of subgrade
 - 1.5" HMA Surface on 5" HMA Intermediate on Subgrade Treatment, Type II on Geogrid
- **Maple Knoll Subdivision (Appendix E)**
 - 4" Mill
 - Resurface - 1.5" Surface on 2.5" Intermediate
- **Woodshire Subdivision (Appendix F)**
 - Multiple full depth patches
 - Scarification Milling
 - 1.5" HMA Surface

BASE BID ITEMIZED PROPOSAL
(SEE BREAKDOWN AT THE END OF THIS SECTION FOR FURTHER INFORMATION)

ID	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 55,516.00	\$ 55,516.00
2	207-08264	SUBGRADE TREATMENT, TYPE II	SYS	21,582	\$ 15.50	\$ 334,521.00
3	214-07202	GEOGRID, TYPE 1A, UNDISTRIBUTED	SYS	23,198	\$ 4.85	\$ 112,510.30
4	303-01180	COMPACTED AGGREGATE, NO. 53	TON	408	\$ 36.00	\$ 14,688.00
5	304-07490	HMA PATCHING, TYPE B	TON	879	\$ 100.00	\$ 87,900.00
6	304-07493	WIDENING WITH HMA, TYPE B	TON	185	\$ 86.00	\$ 15,910.00
7	306-08036	MILLING, ASPHALT, 2 IN	SYS	8,923	\$ 2.30	\$ 20,522.90
8	306-08038	MILLING, ASPHALT, 4 IN	SYS	26,771	\$ 3.65	\$ 97,714.15
9	306-08042	MILLING, SCARIFICATION	SYS	12,100	\$ 1.70	\$ 20,570.00
10	306-12357	MILLING, ASPHALT, 6.5 IN	SYS	21,582	\$ 4.85	\$ 104,672.70
11	401-07321	HMA, TYPE B, 64, SURFACE, 9.5 mm	TON	5,448	\$ 68.00	\$ 370,464.00
12	401-07328	HMA, TYPE C, 70, SURFACE, 9.5 mm	TON	741	\$ 83.00	\$ 61,503.00
13	401-07390	HMA, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	10,861	\$ 68.00	\$ 738,548.00
14	402-07451	HMA WEDGE AND LEVEL, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	86	\$ 85.00	\$ 7,310.00
15	406-05521	ASPHALT FOR TACK COAT	TON	29	\$ 850.00	\$ 24,650.00
16	720-94841	CASTING, VALVE, ADJUST TO GRADE	EA	8	\$ 250.00	\$ 2,000.00
17	801-06775	MAINTAINING TRAFFIC	LS	1	\$ 35,625.05	\$ 35,625.05
18	BOB-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	14,112	\$ 0.55	\$ 7,761.60
19	BOB-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	14,206	\$ 0.55	\$ 7,813.30
20	BOB-75272	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN	LFT	96	\$ 20.00	\$ 1,920.00

21	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN	LET	69	\$ 20.00	\$ 1,380.00
22	BOB-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	2	\$ 400.00	\$ 800.00
23	BOB-75330	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, PED XING	EA	2	\$ 600.00	\$ 1,200.00
24	BOB-75996	SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVE	EA	30	\$ 450.00	\$ 13,500.00
Total						\$ 2,139,000.00

Base Bid Amount in words for 2020 Resurfacing Project:

Two Million One Hundred and Thirty Nine Thousand _____ Dollars and _____ 00/100

This price is the sum of the quoted unit prices multiplied by the quantity for each item as shown on the above Base Bid Itemized Proposal.

The undersigned encloses herewith a certified check or cashier's check payable to the City of Westfield, Indiana or a bidder's bond binding the undersigned and surety to the City of Westfield, Indiana, in the amount of

One Hundred and Six Thousand , Nine Hundred and Fifty Dollars

Dollars (\$ 106,950.00),

which amount is not less than five percent (5%) of the base bid as set out above, guaranteeing that the undersigned will enter into Contract for the performance of the work once the Proposal is accepted. Form 96, Contractors Bid for Public Works, of the Indiana State Board of Accounts is also properly executed and attached hereto. A Non-collusion Affidavit, as required by the statutes of the State of Indiana, is properly executed and attached hereto, if not included on the Form 96.

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of 90 days from the date of receiving proposals by the City of Westfield, Indiana.

Receipt of Addenda No. 1 is hereby acknowledged.

Respectfully submitted,

Calumet Civil Contractors, Inc.

Contractor

(Individual) (Partnership)
or (Corporation X)

By 

Title

Brad Rader, Vice President

Dated:

Address

4898 Fieldstone Drive

May 12

, 20 20

Whitestown, IN 46075

NOTE: The legal status of the Bidder, whether as an individual, partnership, or corporation, must be indicated above, and all pertinent information as required by the Specifications must be furnished.

LIST OF SUPPLIERS / SUBCONTRACTORS
2020 RESURFACING PROJECT
CITY OF WESTFIELD, INDIANA

[illegible]

The Bidder shall make an entry against each possible subtrade by naming the subtrade and the proposed subcontractor that will perform the work. The Bidder shall name all subtrades to be self performed and label as such.

Failure by a Bidder to comply with the foregoing requirements may result in his bid being disqualified.



Fidelity and Deposit Company of Maryland
Colonial American Casualty and Surety
Company

Home Office: 1299 Zurich Way Schaumburg IL 60196

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

Calumet Civil Contractors, Inc.
4898 Fieldstone Drive
Whitestown, IN 46075

SURETY (Name, legal status and principal place of business):

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

OWNER (Name, legal status and address):

City of Westfield, Indiana
2706 E. 171st Street
Westfield, IN 46074

Bond Amount: 5% Five Percent of the Bid

PROJECT : (Name, location or address, and Project number, if any):

2020 Resurfacing Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of May, 2020

(Witness) Megan L. Byron

(Witness) Janet R. Becker



Calumet Civil Contractors, Inc.

(Principal) (Seal)

By: Brad Rader
(Title) Brad Rader Vice President
Fidelity and Deposit Company of Maryland

(Surety)
By: Lisa M. Parsley
(Title) Lisa M. Parsley, Attorney-in-Fact

Bond Number Bid Bond

Obligee City of Westfield, Indiana

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Lisa M. Parsley, its true and lawful agent and Attorney-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 and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

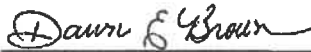
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of June, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: **Robert D. Murray**
Vice President



By: **Dawn E. Brown**
Secretary

State of Maryland
County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12th day of May, 2020.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

BID OF

Calumet Civil Contractors, Inc. (Contractor)

4898 Fieldstone Drive (Address)

Whitestown, IN 46075

**FOR
PUBLIC WORKS PROJECTS
OF**

City of Westfield

Filed: May 12, 2020

Action taken



CONTRACTOR'S BID FOR PUBLIC WORK – FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

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

Date (month, day year): May 12, 2020

1. Governmental Unit (Owner): City of Westfield
2. County: Hamilton
3. Bidder (Firm): Calumet Civil Contractors, Inc.
- Address: 4898 Fieldstone Drive
- City/State/Zipcode: Whitestown, IN 46075
4. Telephone Number: (317) 769-1900
5. Agent of Bidder (if applicable): Brad Rader

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of City of Westfield (Governmental Unit) in accordance with plans and specifications prepared by City of Westfield and dated April 13, 2020 for the sum of Two Million, One Hundred and Thirty-Nine Thousand Dollars and Zero Cents \$ 2,139,000.00

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 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 \$150,000 or more – IC 36-1-12-4)

Governmental Unit: City of Westfield

Bidder (Firm) Calumet Civil Contractors, Inc.

Date (month, day, year): May 12, 2020

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
\$1,573,000.00	Asphalt Paving	2019	INDOT
\$4,434,768.00	Asphalt Paving	2019	City of Indianapolis DPW
\$454,825.00	Asphalt Paving	2019	City of Indianapolis DPW
\$5,835,000.00	Asphalt Paving	2019	City of Indianapolis DPW

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
\$928,000.00	Asphalt Paving	2020	INDOT
\$547,000.00	Asphalt Paving	2020	City of Indianapolis DPW
\$3,755,000.00	Asphalt Paving	2020	City of Indianapolis DPW
\$1,692,000.00	Asphalt Paving	2020	City of Indianapolis DPW

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

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

R. N. Thompson

Brenwick Development

The Skillman Corporation

Duke Construction Management

Verkler, Inc.

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, complete the project, number of workers, etc, and any other information which you believe would enable the governmental unit consider your bid.)*

In accordance with the plans and specifications

2. Please list the names and addresses of all 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.

Unable to provide a listing at this time

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 will 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.

Unable to provide a listing at this time

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

As needed to properly perform the work

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.

Yes

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.

SEE ENCLOSED.

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 V OATH AND AFFIRMATION

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

Dated at Whitestown, Indiana this 12th day of May , 2020.

Calumet Civil Contractors, Inc.

(Name of Organization)

By



Brad Rader, Vice President

(Title of Person Signing)

ACKNOWLEDGEMENT

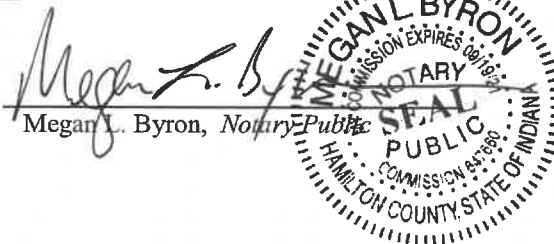
STATE OF Indiana)
) SS
COUNTY OF Boone)

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

Subscribed and sworn to before me this 12th day of May , 2020.

My Commission Expires: 09/19/2021

County of Residence: Hamilton



CONTRACTOR'S STATEMENT OF FINANCIAL CONDITION OF

Calumet Civil Contractors, Inc.

Employer Identification Number (Federal Tax Number)

3 5 — 1 1 5 1 7 7 1

Condition at Close of Business

March 31

20 17

ASSETS		DETAIL	TOTALS
Current Assets			
1. Cash	\$	574,842	
2. Notes Receivable Due Within One Year			
3. Bid Deposits and Guarantees			
4. Accounts Receivable from Completed Construction Contracts		1,933,853	
5. Accounts Receivable from Incomplete Construction Contracts		1,824,737	
6. Costs of Incomplete Contracts in Excess of Related Billings			
7. Costs and Estimated Earnings in Excess of Billings on Incomplete Contracts		657,417	
8. Equipment Rentals and Other Accounts Receivable			
9. Materials in Stock Not Included in Items 4 and 5			
10. Stocks, Bonds and Other Securities			
11. Accrued Interest and Other Current Assets		322,290	
Subtotal, Current Assets			4,513,139
12. Construction Equipment - Net Book Value			2,551,342
Fixed and Other Assets			
13. Other Plant and Equipment		60,635	
14. Real Estate		1,350,593	
15. Cash Surrender Value of Life Insurance Policies (Net of policy loans)		153,151	
16. Other Assets			
Subtotal, Fixed and Other Assets			1,564,379
Total Assets			6,568,290
LIABILITIES AND NET WORTH			
Current Liabilities			
17. Notes Payable and Other Long-Term Liabilities (Due Within One (1) Year)	\$	721,152	
18. Accounts Payable		1,430,734	
19. Billings on Incomplete Contracts in Excess of Related Costs			
20. Billings on Incomplete Contracts in Excess of Costs and Estimated Earnings		305,208	
21. Accrued Taxes and Other Liabilities (Due Within One (1) Year)		430,558	
Subtotal, Current Liabilities			2,887,644
Long-Term Liabilities			
22. Notes Payable and Other Long-Term Liabilities (Balance After One (1) Year)	\$	2,555,945	
23. Deferred Income Taxes (Non-Current Portion)		776,000	
Subtotal, Long-Term Liabilities			3,331,945
Net Worth			
24. Individual or Partnership Capital	\$		
25. Capital Stock		535,000	
26. Additional Paid-in Capital			
27. Retained Earnings		2,151,597	
28. Other			
29. Other			
Subtotal, Net Worth			2,686,597
Total Liabilities and Net Worth			6,568,290
30. Contingent Liabilities			

IMPORTANT: All items shown in the above FINANCIAL STATEMENT must be detailed in the schedules on subsequent pages. Do not change the descriptive title of any balance sheet item or supporting schedule. For item(s) not specifically listed, use the applicable schedule(s).

DETAILS RELATIVE TO ASSETS

1 Cash: (a) On hand (petty cash) _____ \$ _____
 (b) Deposited in banks named below _____ \$ _____
 Attach the corresponding reconciled bank statement as supporting documentation. 574,842

NAME OF BANK	TYPE OF ACCOUNT	DEPOSITED IN THE NAME OF	AMOUNT
Stock Yards Bank & Trust Co.	checking	Ce'lmet Civil Contractors Inc.	\$ 574,842

2 Notes Receivable Due Within One Year _____ \$ _____

RECEIVABLE FROM	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT

Have any of the above been discounted, sold or pledged? ☐ Yes ☐ No If so, state amount, to whom and for what reason:

3 Bill Deposits and Guarantees _____ \$ _____

DEPOSITED WITH	FOR WHAT	WHEN RECOVERABLE	AMOUNT

What amount, if any, has been assigned, sold or pledged? _____ \$ _____

4 Accounts Receivable From Completed Construction Contracts (exclusive of claims not approved) _____ \$ _____
 INDOT may request corresponding A/R Aging by invoice date as supporting documentation. 1,033,833

RECEIVABLE FROM	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT DUE
Town of Whitestown			\$ 87,268
Beaty Construction Inc			\$ 20,000
Beazer Homes			\$ 58,004
Boone County			\$ 17,131
Bowen Engineering			\$ 11,275
Town of Brownsburg			\$ 289,336
City of Carmel			\$ 310,616
Sub-Surface of Indiana			\$ 28,588
Crider & Crider			\$ 153,974
Fox Contractors			\$ 23,217
Republic Development Corp			\$ 18,361
A/R under \$10,000 (available upon request)			\$ 18,133

Have any of the above been discounted, sold or pledged? ☐ Yes ☒ No If so, state amount, to whom and for what reason:

DETAILS RELATIVE TO ASSETS (continued)

5

Accounts Receivable from Incomplete Construction Contracts (as shown by engineer's or architect's estimate):

(a) Amount retained to date, due upon completion of contracts

\$ 573,502

(c) Amount receivable after deducting amount retained

1,345,235

IllDOT may request corresponding A/R Aging by invoice date as supporting documentation.

DESIGNATION OF CONTRACT AND FOR WHOM PERFORMED	AMOUNT OF CONTRACT	AMOUNT BILLED	AMOUNT RECEIVED	RETAINAGE		AMOUNT DUE EXCLUSIVE OF AMOUNT RETAINED
				WHEN DUE	AMOUNT	
Atlas Excavating					\$ 5,031	\$ 3,038
Beazer Homes					\$ 11,466	\$ 0
City of Indianapolis					\$ 431,041	\$ 499,264
Crider & Crider					\$ 0	\$ 30,831
HIS Construction					\$ 14,154	\$ 127,388
Hunt Construction Group					\$ 30,456	\$ 0
INDOT					\$ 0	\$ 390,638
Walsh Construction					\$ 0	\$ 317,873
Superior Construction					\$ 2,236	\$ 2,125
Town of Whitestown					\$ 84,066	\$ 0
Allowance for doubtful accounts						\$ 25,000

Have any of the above been discounted, sold or pledged? ☐ Yes ☒ No

For stable output, it is often not for what reason.

6

Costs of Incomplete Contracts in Excess of Related Billings

5

(Completed Contract Method) Amount receivable after deducting amount retained

7

Costs and Estimated Earnings in Excess of Billings on Incomplete Contracts

657,417

(Percentage of Completion Method)

8

Equipment, Rentals and Other Accounts Receivable

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[illegible]

What amount, if any, is due after one year?

5

Assigned, sold or pledged?

2

DETAILS RELATIVE TO ASSETS (continued)

Materials in Stock Not Included in Items 4 and 5:

Inventory Values (a) For use on own construction contracts

(b) Non-construction or for sale to others i.e. direct sales

Attach supporting detail reflecting item quantities and unit values

[illegible]

Stocks, Bonds, and Other Securities

(a) Listed - Book Value

3

(b) Present Market Value

No consideration as working capital will be given unless book value and market value, determined or verified by the accountant, is given.

[illegible]

If any are pledged or in escrow, state to whom and for what reason. Specify co-owner or beneficiary of non-negotiables

Accrued Interest and Other Current Assets

52

322,230

[illegible]

DETAILS RELATIVE TO ASSETS (continued)

12

Construction Equipment (the machinery, trucks, automobiles, radio equipment, etc.) used in construction and asphalt plants, etc.) Asset fixed asset depreciation schedule

Net Book Value

3

2,981.342

[illegible]

ATTACH ADDITIONAL PAGES IF NEEDED.

CALUMET CALUMET CIVIL CONTRACTORS
35-1151771
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Book Asset Detail 4/01/16 - 3/31/17

04/04/2017 4:00 PM
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Asset	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Dept	Book Net Book Value	Book Method	Book Period
Group 10 138 - LEASEHOLD											
5	Land Improvement	11-20-07	236,433.00	0.00	0.00	181,409.03	22,428.87	203,726.90	132,704.10	S/L	15.00
11	Tim South Office	8-14-10	11,853.48	0.00	0.00	1,650.92	291.30	1,042.36	9,211.22	S/L	40.00
Group 11 13305 - SHOP REBUILDING											
1	Land	11-20-07	586,984.00	0.00	0.00	0.00	0.00	0.00	586,984.00	Land	0.00
2	Building	11-20-07	857,084.00	0.00	0.00	173,498.16	21,463.69	194,961.85	642,122.15	S/L	39.00
6	Out Building	11-20-07	50,977.00	0.00	0.00	41,206.41	5,097.70	46,304.11	4,672.89	S/L	10.00
Group 12 1385 BLDG PERSONAL PROP											
9	Sign	6/08/08	4,718.39	0.00	0.00	4,718.39	0.00	4,718.39	0.00	S/L	7.00
10	Shed Pole Barn	12-17-09	15,994.42	0.00	0.00	9,996.50	1,899.41	11,595.93	4,398.48	S/L	10.00
Group 2 131 TRUCKS											
15	1997 Ford 18014	8-20-06	33,315.00	0.00	0.00	33,315.00	0.00	33,315.00	0.00	S/L	5.00
17	1995 Ford F250 PU 15735	10-12-92	19,972.70	0.00	0.00	19,972.70	0.00	19,972.70	0.00	S/L	5.00
20	1997 F150 B76473	3-21-97	17,892.15	0.00	0.00	17,892.15	0.00	17,892.15	0.00	S/L	5.00
21	1997 F150 B76457	3-21-97	17,892.15	0.00	0.00	17,892.15	0.00	17,892.15	0.00	S/L	5.00
24	98 Ford F250 46977	4-29-98	19,915.50	0.00	0.00	19,915.50	0.00	19,915.50	0.00	S/L	5.00
27	09 Ford F350 48902	1-06-09	43,531.35	0.00	0.00	43,531.35	0.00	43,531.35	0.00	S/L	5.00
192	Chevy 16935 0177	3-12-03	25,194.28	0.00	0.00	25,194.28	0.00	25,194.28	0.00	S/L	5.00
207	Atack Triale 07074	5/19-03	64,576.00	0.00	0.00	64,576.00	0.00	64,576.00	0.00	S/L	5.00
210	03 Silverado 215946	4-16-03	25,052.01	0.00	0.00	25,052.01	0.00	25,052.01	0.00	S/L	5.00
231	04 Silverado 113307	1-23-04	26,635.16	0.00	0.00	26,635.16	0.00	26,635.16	0.00	S/L	5.00
232	Black Triale 15319	5-13-06	68,155.46	0.00	0.00	68,155.46	0.00	68,155.46	0.00	S/L	5.00
237	GMK Envoy	12-09-04	37,319.52	0.00	0.00	37,319.52	0.00	37,319.52	0.00	S/L	5.00
239	Chevy 2500 310870	6-07-05	30,527.80	0.00	0.00	30,527.80	0.00	30,527.80	0.00	S/L	5.00
251	Chevy 2003 165030	2-26-05	43,506.00	0.00	0.00	43,506.00	0.00	43,506.00	0.00	S/L	5.00
261	Chevy Tahoe 169646	1-30-06	40,482.86	0.00	0.00	40,482.86	0.00	40,482.86	0.00	S/L	5.00
263	MacK Triale 6880	3-31-06	110,293.83	0.00	0.00	110,293.83	0.00	110,293.83	0.00	S/L	5.00
267	06 Chevy Pickup 182303	1-11-06	21,385.40	0.00	0.00	21,385.40	0.00	21,385.40	0.00	S/L	5.00
268	07 Mack Tractor 002477	7-12-06	82,707.12	0.00	0.00	82,707.12	0.00	82,707.12	0.00	S/L	5.00
269	Chevy 2500 PU 190130	1-23-07	33,841.34	0.00	0.00	33,841.34	0.00	33,841.34	0.00	S/L	5.00
270	Chevy 2500 PU 184919	1-23-07	28,811.38	0.00	0.00	28,811.38	0.00	28,811.38	0.00	S/L	5.00
272	Chevy 2500 PU 197144	1-23-07	26,120.90	0.00	0.00	26,120.90	0.00	26,120.90	0.00	S/L	5.00
288	Chevy 2500 PU 174765	1-23-07	25,811.38	0.00	0.00	25,811.38	0.00	25,811.38	0.00	S/L	5.00
291	2007 Mack Triale 1690	3-20-07	102,454.81	0.00	0.00	102,454.81	0.00	102,454.81	0.00	S/L	5.00
292	2002 Chevy HD 2500	6-08-07	7,300.00	0.00	0.00	7,300.00	0.00	7,300.00	0.00	S/L	5.00
293	2007 Chevy Trailblazer 2529	9-13-07	19,604.22	0.00	0.00	19,604.22	0.00	19,604.22	0.00	S/L	5.00
294	2007 Chevy Silverado 29704	10-24-07	33,551.50	0.00	0.00	33,551.50	0.00	33,551.50	0.00	S/L	5.00
295	2007 Chevy Silverado 35223	11-05-07	35,627.06	0.00	0.00	35,627.06	0.00	35,627.06	0.00	S/L	5.00

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Asset	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	Book S&I Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net	Book Method	Book Period
Group 2 131 TRUCKS (continued)											
295 d	2007 Chevy Silverado48599	12-05-07	33,670.70	0.00	0.00	33,670.70	0.00	33,670.70	0.00	S-L	5,000
311	Dodge Truck 131889	4/30/08	64,862.83	0.00	0.00	64,862.83	0.00	64,862.83	0.00	S-L	5,000
313 d	2008 Chevy Silverado27739	5-07-08	37,403.65	0.00	0.00	37,403.65	0.00	37,403.65	0.00	S-L	5,000
314	Black Water Truck16277	5/15/08	36,500.00	0.00	0.00	36,500.00	0.00	36,500.00	0.00	S-L	5,000
318	Fire Water Truck 513627	10/13/08	7,500.00	0.00	0.00	7,500.00	0.00	7,500.00	0.00	S-L	5,000
336	Acura 2010 H524934	12/21/09	42,982.92	0.00	0.00	42,982.92	0.00	42,982.92	0.00	S-L	5,000
337	Chevy EC1500 Z286319	12-21-09	34,713.95	0.00	0.00	34,713.95	0.00	34,713.95	0.00	S-L	5,000
344	Ford Saw Truck 1995 -SEA05819	2/10/10	10,706.40	0.00	0.00	10,706.40	0.00	10,706.40	0.00	S-L	5,000
348 d	Chevy Pick Up	6-12-10	36,976.95	0.00	0.00	36,976.95	0.00	36,976.95	0.00	S-L	5,000
353	Chevy Pick Up #650	6-18-10	36,976.95	0.00	0.00	36,976.95	0.00	36,976.95	0.00	S-L	5,000
366	Pick Up from Valentino Field	8/26/10	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	0.00	S-L	5,000
369	2001 GMC Truck	10/12/10	4,500.00	0.00	0.00	4,500.00	0.00	4,500.00	0.00	S-L	5,000
372	2005 Chevy 3500	1-28-11	14,942.38	0.00	0.00	14,942.38	0.00	14,942.38	0.00	S-L	5,000
373	2007 Chevy 3500	1-28-11	19,723.63	0.00	0.00	19,723.63	0.00	19,723.63	0.00	S-L	5,000
374	1994 Ford F700 Flatbed	1-31-11	14,980.00	0.00	0.00	14,980.00	0.00	14,980.00	0.00	S-L	5,000
376	Lube Truck	2-15-11	65,000.00	0.00	0.00	65,000.00	0.00	65,000.00	0.00	S-L	5,000
379	2011 Chevy Pick Up 8661	3-11-11	32,764.00	0.00	0.00	32,764.00	0.00	32,764.00	0.00	S-L	5,000
380	2011 Chevy Pick Up 5544	3-11-11	23,664.00	0.00	0.00	23,664.00	0.00	23,664.00	0.00	S-L	5,000
382	Chevrolet 1500 352506	10/01/11	36,694.00	0.00	0.00	36,694.00	0.00	36,694.00	0.00	S-L	5,000
397	Mechanic Truck INT JSSKNC366P	5/07/13	50,163.15	0.00	0.00	50,163.15	0.00	50,163.15	0.00	S-L	5,000
398	Chevy Pick Up 69346	6/27/13	27,760.45	0.00	0.00	27,760.45	0.00	27,760.45	0.00	S-L	5,000
399	Chevy Pick Up 45284	6/27/13	27,823.04	0.00	0.00	27,823.04	0.00	27,823.04	0.00	S-L	5,000
405	2014 Dodge Ram 1500 LC6RR7N1	4/07/14	34,672.25	0.00	0.00	34,672.25	0.00	34,672.25	0.00	S-L	5,000
407	2014 Dodge Ram 2500 3C6TR4H1T	5/21/14	27,028.89	0.00	0.00	27,028.89	0.00	27,028.89	0.00	S-L	5,000
413	2015 Dodge Ram 2500 3C6TR4H1T	5/21/14	39,095.65	0.00	0.00	39,095.65	0.00	39,095.65	0.00	S-L	5,000
413	2015 Dodge pickup VIN #41C6K67	6/16/14	27,751.51	0.00	0.00	27,751.51	0.00	27,751.51	0.00	S-L	5,000
423	2015 ram 2500 3B364	4/28/15	27,751.51	0.00	0.00	27,751.51	0.00	27,751.51	0.00	S-L	5,000
433	2015 ram 2500 3B385	4/01/15	32,433.55	0.00	0.00	32,433.55	0.00	32,433.55	0.00	S-L	5,000
434	new truck jay parker	6/1-2/15	45,350.87	0.00	0.00	45,350.87	0				

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SECTION 7 135 - CONSTRUCTION EQUIPMENT

[illegible]

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Book Asset Detail 4/01/16 - 3/31/17

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Asset	Property Description	Date In Service	Book Cost	Book Sec	Book Sal	Book Prior Depreciation	Book Current Depreciation	Book Land Depr	Book Net	Book Method	Book Period
Group: 7	135 - CONSTRUCTION EQUI (continued)			179 Exp	Value				Book Value		
347	VAC System FX30 - FX30XK A00K	3/18/10	41,986.80	0.00	0.00	41,986.80	0.00	41,986.80	0.00	S/L	5.00
350	Skid loader	4/15/10	51,135.30	0.00	0.00	51,135.30	0.00	51,135.30	0.00	S/L	5.00
354	Concrete Forms	6/27/10	19,450.00	0.00	0.00	19,450.00	0.00	19,450.00	0.00	S/L	5.00
355	Barrels	6/21/10	11,340.00	0.00	0.00	11,340.00	0.00	11,340.00	0.00	S/L	5.00
356	Gas & Pipe Laser	7/20/10	20,874.56	0.00	0.00	20,874.56	0.00	20,874.56	0.00	S/L	5.00
358	Light Towers	7/20/10	14,100.00	0.00	0.00	14,100.00	0.00	14,100.00	0.00	S/L	5.00
359	GPS Base - Rover	7/20/10	2,470.00	0.00	0.00	2,470.00	0.00	2,470.00	0.00	S/L	5.00
360	Sheet Piling	7/13/10	35,000.67	0.00	0.00	35,000.67	0.00	35,000.67	0.00	S/L	5.00
361	Volvo Loader	7/20/10	152,636.57	0.00	0.00	152,636.57	0.00	152,636.57	0.00	S/L	5.00
370	Cat 423L Loader	10/27/10	96,741.35	0.00	0.00	96,741.35	0.00	96,741.35	0.00	S/L	5.00
371	Cold Planer	11/10/10	11,021.00	0.00	0.00	11,021.00	0.00	11,021.00	0.00	S/L	5.00
375	2 Diesel Air Compressors	2/10/11	17,000.00	0.00	0.00	17,000.00	0.00	17,000.00	0.00	S/L	5.00
377	Trail King Trail TK110	2/25/11	65,309.58	0.00	0.00	65,309.58	0.00	65,309.58	0.00	S/L	5.00
378	Cat Skid Steer	10/01/11	21,000.00	0.00	0.00	21,000.00	0.00	21,000.00	0.00	S/L	5.00
381	Stanley Drop Hammer 1700001	10/01/11	24,700.00	0.00	0.00	24,700.00	0.00	24,700.00	0.00	S/L	5.00
383	Accurate Laser	10/01/11	201,834.00	0.00	0.00	201,834.00	0.00	201,834.00	0.00	S/L	5.00
385	Cat Paver 00285	10/01/11	3,932.00	0.00	0.00	3,932.00	0.00	3,932.00	0.00	S/L	5.00
386	Trailer Sleuth 8637	10/01/11	49,500.00	0.00	0.00	49,500.00	0.00	49,500.00	0.00	S/L	5.00
388	Meck 6000 Lowboy	7/26/12	192,168.87	0.00	0.00	192,168.87	0.00	192,168.87	0.00	S/L	5.00
389	328 Cat Excavator	12/21/12	9,097.00	0.00	0.00	9,097.00	0.00	9,097.00	0.00	S/L	5.00
392	Comp Pro Trailer 59147	12/21/12	3,400.00	0.00	0.00	3,400.00	0.00	3,400.00	0.00	S/L	5.00
394	Meck Water Trk 2003 01050	12/28/12	258,825.00	0.00	0.00	258,825.00	0.00	258,825.00	0.00	S/L	5.00
400	VAC AS10D	4/1/13	248,852.00	0.00	0.00	248,852.00	0.00	248,852.00	0.00	S/L	5.00
401	CAT AP 1600D Paver	4/01/14	23,540.00	0.00	0.00	23,540.00	0.00	23,540.00	0.00	S/L	5.00
403	GM/ACO GT3600 Curb Machine	5/01/14	30,200.00	0.00	0.00	30,200.00	0.00	30,200.00	0.00	S/L	5.00
408	CAT 246 Skid steer JAY03957	4/01/14	16,499.40	0.00	0.00	16,499.40	0.00	16,499.40	0.00	S/L	5.00
410	Used Kiehl 1 C05V101A1418363	5/01/14	165,353.34	0.00	0.00	165,353.34	0.00	165,353.34	0.00	S/L	5.00
414	Romberg SSL CAT high flow plan	5/01/14	43,228.00	0.00	0.00	43,228.00	0.00	43,228.00	0.00	S/L	5.00
415	Komatsu Excavator PC138USLC-10	6/03/14	18,190.00	0.00	0.00	18,190.00	0.00	18,190.00	0.00	S/L	5.00
418	CAT246 SKID STEER 8VFP00576	7/30/14	93,090.00	0.00	0.00	93,090.00	0.00	93,090.00	0.00	S/L	5.00
419	Cat D5 dozer 65K24KXW00449	8/13/14	126,232.18	0.00	0.00	126,232.18	0.00	126,232.18	0.00	S/L	5.00
420	Cat 4054 vibratory roller w/1 M0004C	4/10/15	62,084.05	0.00	0.00	62,084.05	0.00	62,084.05	0.00	S/L	5.00
421	Freightliner distributor 63117	4/15/15	41,541.5	0.00	0.00	41,541.5	0.00	41,541.5	0.00	S/L	5.00
424	house skid steer	4/15/15	69,250.00	0.00	0.00	69,250.00	0.00	69,250.00	0.00	S/L	5.00
427	house skid steer	4/15/15	81,795.00	0.00	0.00	81,795.00	0.00	81,795.00	0.00	S/L	5.00
428	cat 308 excavator W0596	4/30/15	121,006.00	0.00	0.00	121,006.00	0.00	121,006.00	0.00	S/L	5.00
429	cat 247B skid loader 10151	4/30/15	35,370.00	0.00	0.00	35,370.00	0.00	35,370.00	0.00	S/L	5.00
430	cat 247B skid loader 01905	4/30/15	12,508.00	0.00	0.00	12,508.00	0.00	12,508.00	0.00	S/L	5.00
431	cat 321 excavator 011134	5/01/15	12,840.00	0.00	0.00	12,840.00	0.00	12,840.00	0.00	S/L	5.00
432	used meter for joints	9/01/15	101,550.00	0.00	0.00	101,550.00	0.00	101,550.00	0.00	S/L	5.00
435	Weiler 61250 M11D	12/01/15	10,058.00	0.00	0.00	10,058.00	0.00	10,058.00	0.00	S/L	5.00
437	Trailer from med	12/01/15	2,500.00	0.00	0.00	2,500.00	0.00	2,500.00	0.00	S/L	5.00
440	Breaker wheel hunt	12/01/15	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00	0.00	S/L	5.00
442	Density Roller	12/01/15	94,695.00	0.00	0.00	94,695.00	0.00	94,695.00	0.00	S/L	5.00
443	Dump trailers	12/01/15	14,338.00	0.00	0.00	14,338.00	0.00	14,338.00	0.00	S/L	5.00

CALUMET CALUMET CIVIL CONTRACTORS

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Asset	d	Property Description	Date In Service	Book Cost	Book Sec	Book Val	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Value	Book Method	Book Period
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Group: 7 135 - CONSTRUCTION EQUIPMENT

451		CAT 340D Steer 247B	4/01/16	14,185.03	0.00c	0.00	0.00	2,837.13	2,837.13	11,347.90	S-L	5.00
452		CAT 340D Excavator	4/01/16	113,099.00	0.00c	0.00	0.00	11,309.90	11,309.90	101,789.10	S-L	10.00
453		CAT CB340D Compactor	4/01/16	77,000.00	0.00c	0.00	0.00	7,700.00	7,700.00	69,300.00	S-L	10.00
454		CAT 1000D Paver	4/01/16	223,986.00	0.00c	0.00	0.00	22,398.60	22,398.60	201,587.40	S-L	10.00
456		ITC Trailer Steuth 53952	5/26/16	2,669.65	0.00c	0.00	0.00	444.94	444.94	2,224.71	S-L	5.00
458		CAT 308 Excavator 05062	12/12/10	48,150.00	0.00c	0.00	0.00	1,605.00	1,605.00	46,545.00	S-L	10.00
459		Scalmaster Crack Pro	12/19/16	49,500.00	0.00c	0.00	0.00	1,012.50	1,012.50	48,487.50	S-L	10.00
460		CAT 308 Excavator 002243	12/21/16	49,003.00	0.00c	0.00	0.00	1,225.08	1,225.08	47,777.92	S-L	10.00
461		Cat Skid Steer 000446	12/21/16	27,212.24	0.00c	0.00	0.00	1,560.61	1,560.61	25,651.63	S-L	5.00
462		CAT Skid Steer	12/21/16	28,932.80	0.00c	0.00	0.00	1,446.64	1,446.64	27,486.16	S-L	5.00
463		Barrel Trailer	2/16/17	2,776.05	0.00c	0.00	0.00	46.28	46.28	2,729.77	S-L	5.00
7 135 - CONSTRUCTION EQUIPMENT												
*Less: Dispositions and Transfers				6,335,125.18	0.00c	0.00	0.00	127,361.00	127,361.00	6,207,764.18		
Net 7 135 - CONSTRUCTION EQUIPMENT				189,818.89	0.00	0.00	0.00	0.00	189,818.89	0.00		
Group: 8 136 - SUNDRY EQUIPMENT				6,145,306.29	0.00c	0.00	0.00	427,361.00	427,361.00	5,717,945.29		

Group: 8 136 - SUNDRY EQUIPMENT

367		Software Development	8/02/10	8,000.00	0.00	0.00	0.00	0.00	0.00	8,000.00	S-L	5.00
8 136 - SUNDRY EQUIPMENT												
Group: 9 137 - OFFICE EQUIP				8,000.00	0.00c	0.00	0.00	0.00	0.00	8,000.00		

Group: 9 137 - OFFICE EQUIP

324		New Server - ES1	6/30/09	29,813.66	0.00	0.00	0.00	0.00	29,813.66	0.00	S-L	5.00
362		Electronic Strategies	7/16/10	3,155.97	0.00	0.00	0.00	0.00	3,155.97	0.00	S-L	5.00
363		Tim Smith Office Furniture	8/02/10	4,623.20	0.00	0.00	0.00	0.00	4,623.20	0.00	S-L	5.00
381		Lundis Office Furniture	12/15/10	1,912.00	0.00	0.00	0.00	0.00	1,912.00	0.00	S-L	5.00
387		Computer Server	10/01/11	12,035.00	0.00	0.00	0.00	0.00	12,035.00	0.00	S-L	5.00
402		Server w/ related software	3-01-14	52,726.96	0.00	0.00	0.00	1,203.50	12,035.00	40,691.46	S-L	5.00
404		Projector Equipment	1-11-13	4,608.00	0.00	0.00	0.00	10,545.39	32,514.95	7,123.05	S-L	5.00
436		Software heavy job	12-01-15	50,690.58	0.00	0.00	0.00	460.80	1,958.40	48,732.18	S-L	10.00
9 137 - OFFICE EQUIP												
Grand Total				10,953,715.31	0.00c	0.00	0.00	22,347.81	99,530.67	60,003.00		
Less: Dispositions and Transfers				454,666.86	0.00	0.00	0.00	652,562.66	6,581,745.19	4,401,970.17		
Net Grand Total				10,499,048.45	0.00c	0.00	0.00	652,562.66	4,401,970.17	15,601,012.83		

DETAILS RELATIVE TO ASSETS (continued)

13

Other Plant and Equipment - Net Book Value

\$

60,035

(List office equipment, plant and operating equipment of grave pits, quarries, commercial concrete products, steel fabrication plants, aircraft, etc. as well as equipment of any non-construction business enterprise, including recreational and pleasure boats. Do not include such items in Schedule 12.)

DESCRIPTION	YEAR ACQUIRED	COST	ACCUMULATED DEPRECIATION	NET BOOK VALUE	ENCUMBRANCE
PLEASE SEE ATTACHED SCHEDULE					

14

Real Estate and Net Book Value of Improvements (including Leasehold Improvements)

\$

1,380,593

LOCATION AND DESCRIPTION OF PROPERTY	TITLE HELD IN WHOSE NAME	NET BOOK VALUE	AMOUNT OF ENCUMBRANCES
PLEASE SEE ATTACHED SCHEDULE			

15

Cash Surrender Value of Life Insurance Policies (exclusive of loans)

\$

153,151

CORPORATIONS - Policies carried on officers or supervisory employees of the corporation, payable to and under control of the corporation.

PARTNERSHIPS - Policies carried on partners or supervisory employees payable to and under control of the partnership.

INDIVIDUALS - Policies carried on the individual under his exclusive control and payable to any beneficiary; policies carried on supervisory employees payable to and under exclusive control of the qualifying individual or his estate; policies carried on members of the immediate family, payable to and under exclusive control of the qualifying individual or his estate.

CARRIED ON	BENEFICIARY	WHO HAS CONTROL AS TO LOANS OR SURRENDER	SURRENDER VALUE	AMOUNT OF LOANS
VARIOUS - DETAIL AVAILABLE UPON REQUEST			\$ 153,151	\$ 0
FACE VALUE > \$2.5 MILLION				

16

Other Assets

\$

DESCRIPTION	AMOUNT

DETAILS RELATIVE TO LIABILITIES	
17 and 22	Notes Payable and Other Long-Term Liabilities

17 and 22 | Notes Payable and Other Long-Term Liabilities

CREDITOR	PAYMENT TERMS / BEGIN DATE	DATE OF MATURITY (mm/dd/yyyy)	(A) PRINCIPAL BALANCE	(B) DUE WITHIN 12 MONTHS	(C) = (A) - (B) BALANCE AFTER 12 MONTHS	(D) DUE WITHIN 13-24 MONTHS	(E) = (C) - (D) BALANCE AFTER 24 MONTHS
CAT FINANCE - 140M	1874/MO	5/31/2019	\$ 48,166	\$ 20,811	\$ 25,375	\$ 21,821	\$ 3,554
CAT FINANCE - CURB MACHINE	4570/MO	8/05/2017	\$ 22,580	\$ 22,580	\$ 0	\$ 0	\$ 0
CAT FINANCE - 2 EXC & GRADER	6233/MO	5/31/2019	\$ 153,555	\$ 69,190	\$ 84,365	\$ 72,549	\$ 11,816
CAT FINANCE D5 DOZER	3734/MO	7/26/2017	\$ 14,835	\$ 14,835	\$ 0	\$ 0	\$ 0
CAT FINANCE - PAVER AND ROLLER	6697/MO	4/08/2020	\$ 236,602	\$ 72,392	\$ 164,410	\$ 78,693	\$ 87,517
KOMATSU - EXCAVATOR	3444/MO	4/30/2018	\$ 44,783	\$ 41,336	\$ 3,445	\$ 3,445	\$ 0
STOCK YARDS BANK - MORTGAGE	4365/MO	2/22/2022	\$ 1,515,484	\$ 49,776	\$ 1,466,628	\$ 51,017	\$ 1,415,671
CAT FINANCE - TERM	29989/MO	4/30/2019	\$ 510,895	\$ 245,229	\$ 265,666	\$ 245,229	\$ 20,437
NOTE PAYABLE RJF		3/31/2019	\$ 96,000	\$ 96,000	\$ 96,000	\$ 96,000	\$ 0
NOTE PAYABLE NVP		7/31/2023	\$ 940,000	\$ 90,000	\$ 850,000	\$ 100,000	\$ 750,000
TOTAL			\$ 3,877,101	\$ 721,152	\$ 2,955,949	\$ 3,036,654	\$ 2,288,995
TOTAL FOR ITEM 17 (TOTAL COLUMN B)				\$ 721,152			
TOTAL FOR ITEM 22 (TOTAL COLUMN C)					\$ 2,955,949		

18	Accounts Payable	5	1480.724
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[illegible]

DETAILS RELATIVE TO LIABILITIES (continued)			
19	Billings on Incomplete Contracts in Excess of Related Costs (Completed Contract Method)	(a) Cost Portion (b) Unrecorded earned income	\$ \$
20	Billings on Incomplete Contracts in Excess of Costs and Estimated Earnings (Percentage of Completion Method)		\$ 335,203
21	Accrued Taxes and Other Liabilities Due Within One Year		\$ 432,555
DESCRIPTION		DATE PAYABLE	AMOUNT
Deferred Income Taxes (Current Portion)			
ACCRUED TAXES AND OTHER WITHHOLDINGS		VARIOUS	\$ 432,555
22	Notes Payable and Other Long-Term Liabilities	Refer to Schedule 17 and 22 on Page 14	
23	Deferred Income Taxes (Non-current Portion)	\$	775,000
NET WORTH			
24	Individual or Partnership Capital	\$	
25	Capital Stock (a) Common (b) Preferred	\$ \$	535,000
26	Additional Paid-In Capital	\$	
27	Retained Earnings	\$	2,151,897
28	Other	\$	
29	Other	\$	
CONTINGENT LIABILITIES			
30	Total Contingent Liabilities: Attach supplementary schedule explaining the item(s) listed below	\$	
On notes receivable, discounted or sold			
On accounts receivable, pledged, assigned or sold			
As a bondsman			
As guarantor on contracts, notes or accounts of others			
On lawsuits pending but not reduced to judgment			
Other (specify)			

CONTRACTOR'S STATEMENT OF EXPERIENCE

WORK TYPE CLASSIFICATIONS

Check each work type the applicant desires for prequalification. For each work type checked, indicate the years of experience and the total amount of work performed (1,000s) by the company's own forces. Do not include work performed by subcontractors. If other specialty work types are desired, add the corresponding information in the blank spaces provided. New applications should list work for the previous three years. Renewal applicants should list work for the previous year only. The experience and total amounts shown here should be developed in pages 19-20. NOTE: Information regarding specific work type requirements is available on <http://www.in.gov/indot/2740.htm>.

	YEARS OF EXPERIENCE	MAJOR WORK TYPE CLASSIFICATIONS	SELF PERFORMED WORK (1,000s)		
			YEAR: 2015	YEAR:	YEAR:
☐		A (a) Concrete Pavement - General			
☒	48	A (b) Concrete Pavement - Limited	6535		
☒	48	B (a) Asphalt - with Certified HMA Plant	11825		
☒	18	C (a) Heavy Grading	1980		
☒	48	C (b) Light Grading	300		
☐		D (a) Bridges Over Water			
☒	10	D (b) Highway or Railroad Bridge Over Highway	100		
☒	10	D (c) Bridge Involving Protection of Railroad Tracks			
☒	10	E (a) Traffic Control, Signals and Installations			
☒	48	E (b) Placing Asphalt Pavement			
☒	19	E (c) Bridge Deck Overlay and Minor Bridge Repair	75		
☐		E (d) Traffic Control, Sign Installations			
☒	48	E (e) Small Structures, Culverts and Drainage Items	2324		
☒	48	E (f) Surface Masonry	15		
☐		E (g) Traffic Control, Pavement Markings			
☒	8	E (h) Deep Sewer			
☒	10	E (i) Seeding and Sodding, Top Soil Excavation	280		
☐		E (j) Landscaping			
☐		E (k) Guard Rail and Fence			
☒	8	E (l) Structural Steel Erection			
☐		E (m) Cleaning and Painting Bridges			
☐		E (n) Vegetation Control			
☒	48	E (o) Bridge Deck Sealing			
☒	8	E (p) Concrete Pavement Repairs	120		
☐		E (r) Road Planing			
☐		E (s) Roadside Mowing			
☐		E (t) Demolition			
SPECIALITY WORK TYPE CLASSIFICATIONS (describe or provide work type code)					
☐					
☐					
☐					
☐					
☐					
☐					

CONTRACTOR'S STATEMENT OF EXPERIENCE

1	How many years has your organization been in business as a contractor: (a) under your present business name? _____ 9 _____ years. (b) Under the name of _____ CALUMET ASPHALT PAVING CO INC _____ for 39 years.
2	How many years experience in _____ HEAVY HIGHWAY _____ construction work has your organization had (a) As a general contractor? 48 (b) As a subcontractor? 48
3	What other states are you prequalified to perform highway work? NONE
4	Has your company ever failed to complete any work awarded to it? ☐ Yes ☒ No If so, where and why?
5	Has any owner or officer of your organization ever been an owner or officer of some other organization that failed to complete a construction contract? ☐ Yes ☒ No If so, state the name of the individual, other organization and reason
6	Has any owner or officer of your organization ever failed to complete a construction contract handled in his/her own name? ☐ Yes ☒ No If so, state the name of the individual, name of owner and reason
7	Has any officer, employee or representative of your organization been convicted of a bidding crime (Bid Rigging, Bid Collusion) resulting from a jury or bench trial, entered into a plea of guilty or nolo contendere, made a public admission, made a presentation as an undisclosed co-conspirator, or gave testimony which is protected by a grant of immunity, in any jurisdiction within the past five years? Has the applicant or any officer of the applicant ever been the subject of a suspension or debarment action by any agency of the federal government? ☐ Yes ☒ No If so, provide the date of the offense and conviction, details of the offense, court documents and other pertinent information.
8	In what other lines of business are you financially interested? NONE
9	List equipment that you lease on a regular basis. Describe each piece by listing manufacturer, kind and capacity, and name and address of the lessor. NONE
10	Briefly describe the kinds of work you usually perform with your own forces. CONCRETE CURB, SIDEWALK, AND PATCHING - ASPHALT PAVING - STORM SEWER
11	Briefly describe the kinds of work you usually subcontract to others. TRAFFIC SIGNALS, LANDSCAPE, TRAFFIC MARKINGS, GUARDRAIL
12	List owners of the company and any major stockholders, including the percentage owned by each. If owned by a parent company show the name of parent and its ownership interest. KEVIN S GREEN 37% JAMES A SYLVESTER 37% JEFFERY L THIXTON 16% DAVID THOMAS 7%

CONTRACTOR'S STATEMENT OF EXPERIENCE (Continued)

13. List names and addresses of all subsidiary and affiliate companies. Check if the company is a subsidiary (SUB) or affiliate (AFF). For purposes of this list, concerns are affiliates of each other (except as otherwise provided in 13 CFR part 121) when, either directly or indirectly: (i) one concern controls or has the power to control the other; or (ii) a third party or parties controls or has the power to control both; or (iii) an identity of interest between or among parties exists such that affiliation may be found. In determining whether affiliation exists, it is necessary to consider all appropriate factors, including common ownership, common management, and contractual relationships.

NAME OF COMPANY	ADDRESS	SUB	AFF
NONE		☐	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐

14. List the projects the company has under contract or pending award. NOTE: A company prepared list of projects may be substituted for this question if it contains all of the required information.

TYPE OF WORK	CONTRACT AMOUNT	PERCENT COMPLETE	CONTRACT ID, LOCATION OF WORK AND FOR WHOM PERFORMED
SEE ATTACHED		0%	
		0%	
		0%	
		0%	
		0%	
		0%	
		0%	
		0%	
		0%	
		0%	
		0%	
		0%	
		0%	
		0%	
		0%	
		0%	
		0%	
		0%	
		0%	

15. List the construction experience of the principal individuals of your present organization. NOTE: New applicants should attach résumés.

NAME OF INDIVIDUAL	PRESENT POSITION IN YOUR ORGANIZATION	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
KEYN S GREEN	PRESIDENT	25	HEAVY HIGHWAY	PRESIDENT
JAMES A SYLVESTER	TREASURER	20	HEAVY HIGHWAY	OFFICE
JEFFREY L THIXTON	VICE PRESIDENT	20	HEAVY HIGHWAY	PROJECT MANAGER
DAVID THOMAS	PROJECT MANAGER	30	HEAVY HIGHWAY	PROJECT MANAGER

CONTRACTOR'S STATEMENT OF EXPERIENCE (continued)

RECORD OF PAST EXPERIENCE

This information is used to determine work type ratings. List all work performed by your own forces, including federal, state, county, city and private work. The total dollar amounts (1,000's) and work item dollar amounts must be listed for each project. Do not include work performed by subcontractors. If requesting a work type not listed below, add the work type(s) under the "OTHER" section. New contractors should list work performed for the last three fiscal years. Renewal contractors should list work for the past fiscal year.

MAJOR CATEGORIES OF WORK		PAVING		GRADING				BRIDGE		MISC	OTHER				
WORK TYPE CLASSIFICATION CODES		A(a,b) Concrete Pavement	B(a) B(b) Asphalt Pavement	C(a,b)	E(a)	E(b)	E(c)	D(a,b,c) Deck Super Approaches	E(d) Deck Girders & String Rafters	E(f) Deck Truss Box					
Contract ID, Prime/Sub (P/S), Description, Owner & Data Performed	TOTAL (1,000's)														
SEE ATTACHED	(S)	(S)	(S)	(S)	(S)	(S)	(S)	(S)	(S)	(S)	(S)	(S)	(S)	(S)	(S)
	C														
	C														
	C														
	C														
	C														
	C														
	C														
	C														
	C														
	C														
	C														
	C														
	C														
	C														
	C														
	C														
TOTAL(S)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C

FOR ADDITIONAL PROJECTS OR CLASSIFICATION CODES, ATTACH ADDITIONAL PAGES

[illegible]

100
000
100

100

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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2000

10

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Figure 1

© 2004 Blackwell Publishing Ltd *Journal of Internal Medicine* 255: 105–112

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ORGANIZATION

AFFIDAVIT FOR APPLICANT (ORGANIZATION)

The undersigned, being duly sworn, hereby verifies to the Indiana Department of Transportation that:

1. The undersigned is the SECRETARY-TREASURER of CALUMET CIVIL CONTRACTORS, INC.
a (CHOOSE ONE: ☒ corporation ☐ limited liability company ☐ limited partnership ☐ general
partnership) organized and existing under the laws of the State of INDIANA (the "Company").
2. The undersigned has personal knowledge that the person executing the attached Certified Copy
of Resolutions (Applicant) with effect as of JUNE 20, 2017
(the "Resolutions"), has authority to do so on behalf of the Company.
3. That the Company is submitting herewith the Resolutions and the Company's "Contractor's Statement of Experience
and Financial Condition" (the "Statement") to the Indiana Department of Transportation ("INDOT") for the purpose of
inducing INDOT to issue a Certificate of Qualification to the Company that would enable the Company to submit bids on
(and potentially be awarded) certain future contracts to be entered into by INDOT on behalf of the State of Indiana.
4. That the date of the Statement shall be deemed to be the date that the undersigned has executed and delivered to
INDOT this Affidavit.
5. The undersigned has reviewed all of the information in the Statement and has determined (after consultation by the
undersigned with any other persons or entities, if necessary) that all such information is complete, accurate, and not
materially misleading in any substantive manner as of (a) the date of the Company's audited or unaudited financial
statement used for any financial information therein, and (b) as of the date of the Statement for all other information
therein.
6. The current (CHOOSE ONE): ☒ officers ☐ members ☐ general partners) of the Company are:

FULL PRINTED NAME	TITLE
KEVIN S GREEN	PRESIDENT
JAMES A SYLVESTER	SECRETARY-TREASURER
JEFFREY L THIXTON	VICE-PRESIDENT
BRAD J RADER	VICE-PRESIDENT
WILLIAM R REAM	VICE-PRESIDENT

7. The undersigned represents to INDOT that the undersigned has all necessary authority, on behalf of the Company,
so that the Company hereby does expressly authorize (a) INDOT to obtain all information considered pertinent with
respect to the financial worth and assets and liabilities of the Company from banks or other financial institutions, surety
companies, dealers in material, equipment or supplies, as well as all other persons or entities having any business
relationship of any nature with the Company (all such persons and entities are, collectively, the "Third Parties"), and (b)
each of the Third Parties to furnish all such information requested by INDOT without any further approval or
documentation from the Company.

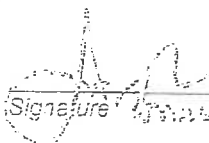
ORGANIZATION

AFFIDAVIT FOR APPLICANT (ORGANIZATION) (Continued)

8. The following persons are authorized to execute contracts and all other documents that will bind the Company (*For each entity listed other than the Company, list the full name of the entity in the FULL PRINTED NAME line and the individual who is an authorized signatory in the TITLE line. An Affidavit of Representative Entity AND a Certified Copy of Resolutions (Representative) for each such entity should also be completed and attached to the Statement):

FULL PRINTED NAME	TITLE
KEVIN S GREEN	PRESIDENT
JAMES A SYLVESTER	SECRETARY-TREASURER
JEFFREY L THIXTON	VICE-PRESIDENT
BRAD J RADER	VICE-PRESIDENT
WILLIAM R REAM	VICE PRESIDENT
DAVID M THOMAS	PROJECT MANAGER

IN WITNESS WHEREOF, the undersigned has executed and delivered to the Indiana Department of Transportation this Affidavit for Applicant (Organization) with effect as of this 20TH day of JUNE, 2017.


 Signature of Kevin S. Green, President, Indiana Department of Transportation

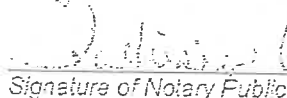
STATE OF Indiana

COUNTY OF Beane) SS:

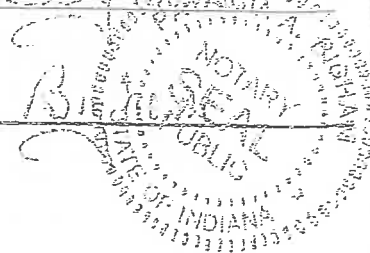
Before me, a Notary Public in and for said State and County, personally appeared Kevin S. Green, known to be the President, and this person executed the foregoing Affidavit for Applicant (Organization) on this 20TH day of June, 2017, for and on behalf of such entity.

10/16/2017
Commission Expiration Date (mm/dd/yy)

Mason
County of Residence


 Signature of Notary Public

Pamela H. B...
 Printed Name of Notary Public



ORGANIZATION

CERTIFIED COPY OF RESOLUTIONS (APPLICANT)

The undersigned, being the keeper of the records of CALUMET CIVIL CONTRACTORS, INC, a
(CHOOSE ONE: ☒ corporation ☐ limited liability company ☐ limited partnership ☐ general partnership)
organized and existing under the laws of the State of INDIANA (the "Company"), do
hereby certify that the following is a complete and accurate copy of certain resolutions adopted by (CHOOSE ONE):

- ☐ the governing body of the Company at a regular or special meeting, at which a quorum was present, or otherwise acting through such body via unanimous consent or otherwise in accordance with all applicable provisions of the organizational documents of the Company.
- ☒ the consent of all owners of the Company, acting in accordance with all applicable provisions of the organizational documents of the Company.
- ☐ some other procedure that validly constitutes the requisite authority of the Company
(Explain: _____)

BE IT RESOLVED that CALUMET CIVIL CONTRACTORS, INC (the "Company") is hereby authorized to submit an application in 2017 to the Indiana Department of Transportation ("INDOT") to request a Certificate of Qualification that would set forth the Company's capacities to bid on contracts that will be entered into by INDOT on behalf of the State of Indiana; and

BE IT FURTHER RESOLVED that the officers, employees, and all third parties (including without limitation, accountants, financial institution personnel, vendors, customers, and equipment providers) contacted by INDOT during any investigation or audit of such application are hereby authorized to cooperate with INDOT in providing all information and documents reasonably requested by INDOT to verify any of the information provided in such application; and

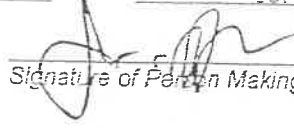
BE IT FURTHER RESOLVED that each of the persons named as potential signatories in the Company's Affidavit for Applicant (Organization) that is an integral part of such application is hereby confirmed and ratified as having all requisite authority to execute contracts with INDOT and to bind the Company thereto; and

BE IT FURTHER RESOLVED that the information provided by the Company in such application and in these resolutions shall be deemed to be representations of the Company for the benefit of the State of Indiana that INDOT may rely upon in making its determination with respect to the Company's application and Certificate of Qualification.

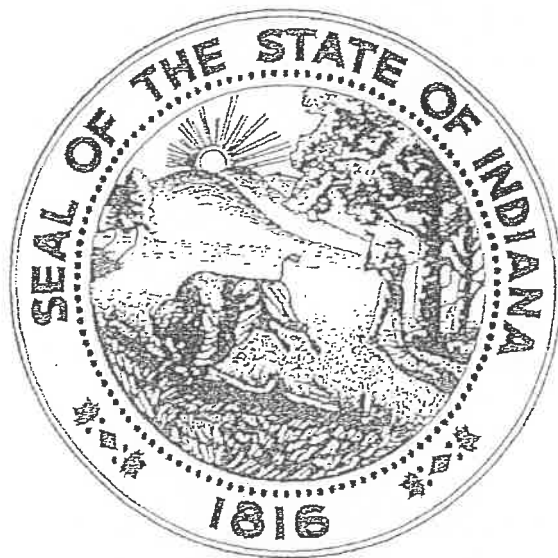
The undersigned further certifies that (a) the above resolutions of the Company have not been modified in any manner or rescinded; (b) these resolutions are still in full force and effect as the date of this Certificate; and (c) nothing in any of the Company's organization documentation or past action limits the power of the Company's governing body to adopt any of these resolutions for the benefit of INDOT.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certified Copy of Resolutions (Applicant) with effect as of this

28TH day of JUNE, 2017.


Signature of Person Making Certification

JAMES A SYLVESTER, SECRETARY - TREASURER
Printed Name and Title



*CALUMET CIVIL
CONTRACTORS, INC.*

CORPORATE SAFETY POLICY

DRUG FREE WORKPLACE

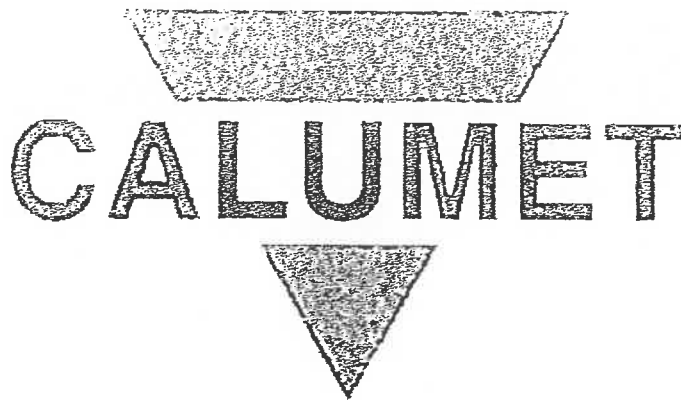
EEO / AFFIRMATIVE ACTION POLICY

EEO POLICY

E-VERIFY NOTICE

HAZARD COMMUNICATION PROGRAM

TITLE VI COMPLIANCE



CALUMET CIVIL CONTRACTORS, INC. CORPORATE SAFETY POLICY

Calumet Civil Contractors, Inc. (CCC) is committed above all to the safety, health, and well being of our employees and their families. Calumet's wide focus on safety education, training and injury prevention is the single most important core value of our company. This corporate core value not only benefits our employees and their families, but our clients and customers as well. We continue to raise our standards for safety performance in every area of our operations. As direct beneficiaries of our strong safety program, our customers can expect the very best from our workforce.

As a reflection of Calumet's culture of safety, our safety mission is.

- to develop an uncompromisingly safe and healthy work environment for all employees
- to commit to a standard that all accidents can be prevented

It is our sincere objective to eliminate all occupational accidents and incidents in our workplace and on our projects. To compromise this absolute objective with a tolerance of any degree is socially unacceptable. This formal plan becomes the guideline in our culture and the standard by which each of us should be judged. We expect all persons involved with CCC to adopt this standard as their own.

Management's Commitment:

We are responsible for providing our employees a safe and healthy workplace.

We are responsible for supporting to the fullest extent the CCC Health and Safety Policy

We are responsible for the development and necessary training of rules, procedures, programs, and specific policies that support the health and safety of our employees.

We are responsible to ensure our employees understand the hazards to which they may be exposed and how to prevent harm to themselves and others.

We are responsible to provide appropriate personal protective equipment, and training for each and every CCC employee working in areas where hazards can not be eliminated. These measures are taken to ensure a safe working environment

Our President, Vice Presidents, Managers, and Supervisors are responsible for compliance within the framework of company policy and our health and safety program.

As a condition of employment, our employees must comply fully with the CCC Safety and Health Policy and actively participate in safety program development, safety training programs, continuous plan improvement, and must take personal responsibility to work safe.

Kevin S Green
President

DRUG-FREE WORKPLACE NOTICE TO ALL EMPLOYEES OF CALUMET CIVIL CONTRACTORS, INC.

- 1 Because CALUMET CIVIL CONTRACTORS, INC. may do work on contracts with the State of Indiana, it is covered by Executive Order No. 90-5, issued on April 12, 1990, by Governor Evan Bayh. We must certify to the State that we will provide a drug-free workplace. This Notice is given in compliance with that requirement.
- 2 The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in our workplace is prohibited. Controlled substances are those identified in Schedules I through V of Indiana Code 35-48-1 through 35-48-2-12. Copies of these Schedules may be reviewed in the office.
Violations of this provision will result in discipline up to and including termination and/or a requirement that the employee satisfactorily participate in a drug abuse assistance or rehabilitation program approved by a federal, state or local agency.
- 3 The Company will establish an ongoing drug-free awareness program designed to inform employees of (a) the danger of drug abuse in the workplace, (b) the Company's policy of maintaining a drug-free workplace, (c) any available drug counseling, rehabilitation or employee assistance programs, and (d) penalties that may be imposed for drug abuse violations.
- 4 If an employee is convicted of violating any criminal drug statute and that violation occurred in the workplace, the employee must notify the Company in writing of this fact no later than five (5) calendar days after the conviction. The Company, in turn, must notify the contracting state agency and the Indiana Department of Administration of the employee's conviction in writing within ten (10) calendar days after receiving notice of the conviction. The Company's notice will include the employee's name and position or title.
- 5 Anyone who is found drinking or using drugs while driving a company owned vehicle at any time will be denied the further use of the vehicle.
Anyone who is involved in an accident while driving a company owned vehicle, and it is determined they were using alcohol or drugs, will be released immediately. We cannot have the liability on our insurance for such misuse of company property.
- 6 If an employee is convicted for a criminal drug statute violation that occurred in the workplace, within thirty (30) calendar days after receiving notice of that fact, the Company will take appropriate personnel action against the employee up to and including discharge and/or will require the employee's satisfactory participation in a drug abuse assistance or rehabilitation program.
- 7 As a condition of continued employment with CALUMET CIVIL CONTRACTORS, INC. employees must abide by the terms of this Notice.

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION POLICY STATEMENT

"It is the policy of CALUMET CIVIL CONTRACTORS, INC. to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training." (Required Contract Provisions Federal-Aid Construction Contracts, Form FHWA-1273 (Rev. 3-94), Page 1). Calumet Civil Contractors, Inc. is basically committed to this policy by our status as a Federal Government contractor. We are far more strongly bound to the policy by the fact that adherence to the principles involved is the only acceptable American way of life. Therefore, this corporation will take affirmative action to ensure that we will (1) recruit, hire and promote all job classifications without regard to race, color, religion, age, disability, sex or national origin, (2) base decisions on employment so as to further the principle of equal employment opportunity, (3) ensure that promotion decisions are in accord with principals of equal employment opportunity by imposing only valid requirements for promotional opportunities, (4) ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, company sponsored training, education, tuition assistance, social and recreation programs will be administered without regard to race, color, age, disability, sex or national origin. Additionally, CALUMET CIVIL CONTRACTORS, INC. Intends full compliance with handicapped and veterans affirmative action requirements.

The successful achievement of a nondiscriminatory employment program requires a maximum of cooperation between management and employees. In fulfilling its part in this cooperative effort, management is obliged to lead the way by establishing and implementing affirmative procedures and practices which will ensure our objective, namely equitable employment opportunity for all. Minority and female employees are encouraged to participate in all company activities and refer applicants.

James A. Sylvester has been designated to direct the establishment of and to monitor the implementation of personnel procedures to guide our affirmative action program. This official is charged with designing and implementing audit and reporting systems that will keep management informed on a regular basis of the status of equal employment opportunity and affirmative action.

Supervision has been made to understand that their work performance is being evaluated on the basis of their equal employment opportunity efforts and results, as well as other criteria. It shall be a responsibility of supervisors to take action to prevent harassment of employees placed through affirmative action efforts.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Company reaffirms its continued commitment to a program of equal employment opportunity and merit employment policies and compliance with Executive Order 11246. It agrees to put forth effort to achieve full employment and utilization of the capabilities and productivity of all our citizens without regard to race, creed, sex, age, disability, color, national origin, age or disability. Title VI provisions.

The company further recognizes that the effective application of a policy of equal opportunity employment involves more than just a policy statement and does therefore, maintain a program of affirmative action to insure that equal employment opportunities are available on the basis of individual merit.

We continually strive to upgrade our personnel regardless of their race, age, disability, national origin, color, sex or creed and continue to hire employees necessary to complete our work and will so advertise in the proper papers and try diligently to hire other minorities who are capable of performing the jobs we have open.

This Organization Participates in E-Verify

E-Verify



his employer will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization.

IMPORTANT: If the Government cannot confirm that you are authorized to work, this employer is required to give you written instructions and an opportunity to contact DHS and/or the SSA before taking adverse action against you, including terminating your employment.

Employers may not use E-Verify to pre-screen job applicants and may not limit or influence the choice of documents you present for use on the Form I-9.

To determine whether Form I-9 documentation is valid, this employer uses E-Verify's photo matching tool to match the photograph appearing on some permanent resident cards, employment authorization cards, and U.S. passports with the official U.S. government photograph. E-Verify also checks data from driver's licenses and identification cards issued by some states.

If you believe that your employer has violated its responsibilities under this program or has discriminated against you during the employment eligibility verification process based upon your national origin or citizenship status, please call the Office of Special Counsel at 800-255-7688, 800-237-2515 (TDD) or at www.justice.gov/crt/osc.

NOTICE:
Federal law requires all employers to verify the identity and employment eligibility of all persons hired to work in the United States.

For more information on E-Verify, please contact DHS.

888-897-7781

www.dhs.gov/e-verify



E-VERIFY IS A SERVICE OF DHS AND SSA

The E-Verify logo and mark are registered trademarks of Department of Homeland Security. Commercial sale of this poster is strictly prohibited.

HAZARD COMMUNICATION WRITTEN PROGRAM

A. CHEMICAL INVENTORY

1. CALUMET CIVIL CONTRACTORS, INC. maintains an inventory of all known chemicals in use on the worksite. A chemical inventory list is available from the Company office.
2. Hazardous chemicals brought onto the worksite by CALUMET CIVIL CONTRACTORS, INC. will be included on the hazardous chemical inventory list.
1. All chemicals on-site will be stored in their original or approved containers with a proper label attached, except small quantities for immediate use. Any container not properly labeled should be given to the foreman for labeling or proper disposal.
2. Workers may dispense chemicals from original containers only in small quantities intended for immediate use. Any chemical left after work is completed must be returned to the original container or to the foreman for proper handling.
3. No unmarked containers of any size are to be left in the work area unattended.
4. CALUMET CIVIL CONTRACTORS, INC. will rely on manufacturer-applied labels whenever possible, and will ensure that these labels are maintained. Containers that are not labeled or on which the manufacturer's label has been removed will be relabeled.

C. MATERIAL SAFETY DATA SHEETS (MSDS)

1. Employees working with a Hazardous Chemical may request a copy of the material safety data sheet (MSDS). Requests for MSDS's should be made to your foreman.
2. MSDS should be available and standard chemical reference may also be available on the site to provide immediate reference to chemical safety information. An emergency procedure to gain access to MSDS's information will be established.

D. EMPLOYEE TRAINING

Employees will be trained to work safely with hazardous chemicals.

Employee training will include:

1. Methods that may be used to detect a release of a hazardous chemical (s) in the workplace,
2. Physical and health hazards associated with chemicals,
3. Protective measures to be taken,
4. Safe work practices, emergency responses and use of personal protective Equipment, warning systems, and an explanation of Material Safety Data Sheets.
5. Information on the Hazard Communication Standard including labeling and warning systems, and an explanation of Material Safety Data Sheets.

E. PERSONAL PROTECTIVE EQUIPMENT (PPE)

Required PPE is available from the foreman. Any employee found in violation of PPE requirements may be subject to disciplinary action up to and including discharge.

TITLE VI COMPLIANCE

Any person who believes that he or she as a member of a protected class, has been discriminated against based on race, color, national origin, gender, age, disability, religion, low income status, or Limited English Proficiency in violation of Title VI of the Civil Rights Act of 1964, as amended and its related statutes, regulations and directives, Section 504 of the Vocational Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, as amended, the Civil Rights Restoration Act of 1987, as amended, and any other Federal nondiscrimination statute may submit a complaint. A complaint may also be submitted by a representative on behalf of such a person.

It is the policy of Calumet Civil Contractors, Inc. to conduct a prompt and impartial investigation of all allegations of discrimination and to take prompt effective corrective action when a claim of discrimination is substantiated.

No one may intimidate, threaten, coerce or engage in other discriminatory conduct against anyone because they have taken action or participated in an action to secure rights protected by the civil rights laws. Any individual alleging such harassment or intimidation may submit a complaint by following the procedure printed below.

Any individual who feels that he or she has been discriminated against may submit a written or verbal complaint. The complaint may be communicated to any company supervisor or to the company EEO Officer. The complaint should be submitted within 180 days of the alleged discrimination. Complaint forms may be found at Calumet's headquarters, 4898 Fieldstone Drive, Whitestown, IN . Individuals are not required to use the company's complaint form. If necessary, the company will help an individual reduce his or her complaint to writing for his or her signature.

Generally a complaint should include the name, address and telephone number of the individual complaining (complainant) and a brief description of the alleged discriminatory conduct including the date of harm. An individual submitting a complaint alleging discrimination may include any relevant evidence, including the names of witnesses and supporting documentation.

Complaints should be directed to:

CALUMET CIVIL CONTRACTORS, INC.

James A. Sylvester, EEO Officer

4898 Fieldstone Drive

Whitestown, IN 46075

Phone: (317) 769-1900

Fax: (317) 769-1924

Email: jsylvester@calumetcivil.com

Within 60 days of the receipt of the complaint the company will conduct an investigation of the allegation based on the information provided and issue a written report of its findings to the complainant. The company will try to obtain

an informal voluntary resolution to all complaints at the lowest level possible.

A complainant's identity shall be kept confidential except to the extent necessary to conduct an investigation. All complaints shall be kept confidential.

These procedures do not deny the right of any individual to file a formal complaint with any government agency or affect an individual's right to seek private counsel for any complaint alleging discrimination.

Complaints may also be filed with the following government agencies:

Indiana Department of Transportation
Economic Opportunity Division
100 N. Senate, Room N750
Indianapolis, IN 46204
Phone: 317-233-6511
Fax: 317-233-0891

Indianapolis District EEOC Office
101 West Ohio Street, Ste 1900
Indianapolis, IN 4204
Phone: 800-669-4000
Fax: 317-226-7953
TTY: 1-800-669-6820

Indiana Civil Rights Commission
100 N. Senate Avenue, Room N103
Indianapolis, IN 46204
Toll Free: 1-800-628-2909
Phone: 317-232-2600
Fax: 317-232-6560
Hearing Impaired: 1-800-743-3336

TITLE VI COMPLAINT FORM

Date: _____

Complainant: _____

Complainant Address _____

Complainant Phone Number: _____

Complaint Filed against: _____

Date of Complaint: _____

Description of Complaint: _____

Witnesses: _____

Signed: _____

Date Received by Calumet Civil Contractors Complaint Officer: _____

**Calumet Civil Contractors, Inc.
and
Local Unions
{Laborers, Operators, Teamsters}
Substance Abuse Agreement**

ARTICLE XXXIII

SUBSTANCE ABUSE TESTING

Section 1. Recognizing that project owners, government regulations, and other external pressures often necessitate substance abuse testing, the Parties mutually agree to implement the substance abuse program ("SAT Program and perform substance abuse testing in accordance with the SAT Program attached hereto as Exhibit A.

Section 2. Each Employer party to this collective bargaining agreement agrees to pay the SAT Program \$.03/hour (3 cents per hour) for each hour worked by each Employee working under this Agreement. The contributions to the SAT Program will be deposited each month, or at such other regular intervals as may be determined by the Highway, Heavy, and Utility Division-ICA, Inc. ("Association") to the depository designated by the Association and such contributions shall be reported on such forms as may be designated by the Association.

Section 3. Each Employer party to this collective bargaining agreement agrees that a representative designated by the Association shall be permitted, upon request, to audit the payroll records of the Employer to determine compliance with this Article. In the event a lawsuit is commenced to collect any delinquencies, and a delinquency is determined due

then the Employer agrees to be responsible for, and to pay, all expenses and costs of collecting such delinquency including attorney's fees incurred by the Association in pursuit and collection of such delinquency.

Section 4. It is expressly agreed and understood that no Employee, Employer, or Union has any vested or proprietary interest in or right to any monies constituting a part of such Substance Abuse Testing Program.

Section 5. The costs of the tests associated with this program will be paid from the contributions identified in Section 2 in accordance with the terms of the SAT Program.

EXHIBIT A

SUBSTANCE ABUSE TESTING PROGRAM

- I. **POLICY STATEMENT.** All signatory Employers to this Agreement and the Union have a commitment to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all of its Employees covered by this Agreement.
- II. **DEFINITIONS.**
 - a. Accident - Any event resulting in injury to a person or property to which an Employee contributed as a direct or indirect cause.
 - b. Accredited Laboratory - A laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) for testing of Prohibitive Items & Substances.
 - c. Adulteration - To degrade a test sample by substitution or addition of other ingredients in an effort to mask the presence of unauthorized drugs. An adulterated test shall be considered a positive test.
 - d. Diluted Sample - Urine samples which the laboratory reports as unacceptable with regards to measured levels of creatinine or specific gravity will be considered diluted samples. The Employee shall be required to provide another urine sample for testing.
 - e. Employees - All individuals who are covered by this Agreement, provided that individuals referred for employment by the Union under the hiring provisions of the Agreement are considered "Applicants" until they are hired and put to work by the Employer.
 - f. "5-panel US DOT" Approved Test - Describes a laboratory test conducted by a SAMHSA certified laboratory for the presence of one or more of the five drugs or

classes of drugs described under the definition of "prohibited items and/or substances" and listed in Section IV.1.b of the ICI SAT Program.

- g. Incident – An event which has all the attributes of an accident, except that no harm was caused to person or property.
- h. "Medical Review Officer (MRO)" – The MRO is a licensed physician who has knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate positive substance abuse test results together with the individual's medical history and any other relevant biomedical information. The MRO is the individual responsible for receiving laboratory results.
- i. Not Suitable for Testing – A urine sample that the Medical Review Officer (MRO) determines as not meeting the requirements for a valid test. After consultation with the Employee, a retest may be required.
- j. Premises – All construction job sites for which the Employer has responsibility. This includes all job areas, offices, facilities, land, buildings, structures, and all company vehicles used in the performance of covered work.
- k. Probable Cause – Probable cause shall be defined as observable abnormal or erratic behavior such as noticeable imbalance, incoherence, and disorientation.
- l. Prohibited Items and/or Substances – Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs), prescription drugs used by one for whom they were not prescribed, drug paraphernalia in the personal possession of or being used by an Employee on the premises. Also prohibited is alcoholic beverages being consumed by an Employee on the premises.
- m. Random Test – An unannounced test pursuant to an objective method for selection. Cost of such testing will be paid for by the Indiana Constructors, Inc. Substance Abuse Testing Program (ICI SAT Program).
- n. Rehabilitation Program – An Employer approved confidential counseling service, designed to help Employees resolve problems that involve alcohol or drug abuse, staffed by certified and credentialed human services professionals.
- o. Reinstatement – Refers to the requirements that a person who tested positive for prohibited items and/or substances under the ICI SAT Program must satisfy before he is eligible to return to work.
- p. Retest – A second separate test necessitated by an adulterated or intentionally diluted sample or a test considered not suitable for testing. A retest that is considered as an adulterated or a diluted sample (whether diluted intentionally or unintentionally), or as a test not suitable for testing shall be considered a positive

test. Costs of retesting necessitated by an unintentionally diluted and/or a test considered not suitable for testing will be paid for by the ICI SAT Program. Costs of retesting an adulterated or intentionally diluted sample will be paid for by the individual.

- q. Substance Abuse Professional (SAP) - A SAP is a licensed physician or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of disorders relating to alcohol and drug abuse.
- r. Test - Is defined as the collection of an individual's urine specimen and the subsequent 5-panel US DOT analysis of that specimen, in accordance with federal standards. For alcohol, a test is defined as the collection and analysis of an individual's breath specimen in accordance with federal standards; most often a specimen analyzed by a breathalyzer listed on the US DOT's Conforming Products List.

III. CONFIDENTIALITY.

- a. All parties to this program should encourage any Employee with a substance abuse problem to accept assistance in dealing with the problem. All parties will take the necessary actions to assure the problem is handled in a confidential manner.
- b. When a test is required, the specimen will be identified by a code number associated with a Chain of Custody Form to insure confidentiality of the Employee. The Employee must witness this procedure.
- c. Results will be reported to the Employer and the Union by the MRO.

IV. RULES - DISCIPLINARY ACTIONS - GRIEVANCE PROCEDURES

- 1. RULES - All Employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:
 - a. Use, possess, dispense or receive prohibited substances on or at the job site, or during working hours.
 - b. Report to work with above the measurable amount of the following prohibited substances in their system.

DRUG OR METABOLITE DETECTED	INITIAL TEST	CONFIRMATION TEST (GC/MS)
Amphetamine (includes Methamphetamine)	500 ng/ml	250 ng/ml
Cannabinoid (Marijuana, Hashish)	50 ng/ml	15 ng/ml
Cocaine	150 ng/ml	100 ng/ml
Opiate: Morphine, Codeine	2,000 ng/ml	2,000 ng/ml
6-Acetylmorphine	10 ng/ml	10 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
MDMA	500 ng/ml	250 ng/ml
Ethanol (Alcohol)	.04% w/vol (enzyme assay)	.04% w/vol (GC/FD)

New drugs may be added as they are determined to be illegal or considered to be prohibited items and/or substances by mutual agreement.

2. Discipline – When the Employer has probable cause to believe an Employee is under the influence of a prohibited substance, for reason of safety, the Employee may be suspended until test results are available. If no test results are received after three (3) working days, the Employee, if available, shall be returned to work with back pay subject to the test results.

If the test results prove negative, the Employee shall be returned to work with back pay. In all other cases:

- a. Applicants testing positive for drug use will not be hired.
- b. Employees who refuse to cooperate with testing procedures will be subject to immediate termination. If an individual does not provide a suitable specimen within two hours (2 hours), it will be considered a refusal and treated as a positive test result and the individual will be subject to immediate termination.
- c. Employees found to be in the possession of prohibited items and/or substances will be terminated.
- d. Employees found selling or distributing prohibited items and/or substances will be terminated.
- e. Employees who test above the measured amount of prohibited items and/or substances as provided for in IV.1.b while on duty, or while operating a company vehicle, will be subject to termination.

- f. First Positive Test Result: The provisions below apply to an Employee who is tested pursuant to this policy and who receives a positive test result.
- 1) Consequence for First Positive Test Result: The Employee is subject to immediate termination, upon notice to the Employer by the MRO, of the positive test result.
 - 2) Reinstatement: Employee is not eligible for work until he has taken, at his own expense, a "5 panel US DOT" approved test, at an approved clinic and the results of this test have been analyzed by a SAMHSA certified laboratory and the test results must have been reviewed by an MRO and certified as being negative for the prohibited items and/or substances listed in IV.1.b. and the ICI SAT Program, Union and Employer have received the certified negative test results.
 - 3) Sporadic Testing of Reinstated Employees: A reinstated Employee, who has previously tested positive, is subject to unscheduled sporadic testing for one year from the date of reinstatement. Cost of such testing will be paid for by the ICI SAT Program.
- g. Second Positive Test Result: The provisions below apply to an Employee who has previously tested positive, and tests positive a second time pursuant to such random testing, sporadic testing or any other testing under this policy:
- 1) Consequence for Second Positive Test Result: The Employee is subject to immediate termination, upon notice to the Employer by the MRO, of the positive test result.
 - 2) Reinstatement: Employee is not eligible for work until he has, at his own expense, been evaluated by an accredited SAP, successfully completed an SAP recommended rehabilitation program and the SAP has written a letter releasing the person to return to work and the ICI SAT Program, Union and Employer have received the results of a "5 panel US DOT" approved test, a copy of the letter written by the SAP and a copy of the rehabilitation program successful completion letter, taken at an approved clinic, analyzed by a SAMHSA certified laboratory and the test results must have been reviewed by an MRO and certified as being negative for the prohibited items and/or substances listed in IV.1.b.
 - 3) Sporadic Testing of Reinstated Employees: A reinstated Employee, who has previously tested positive, is subject to unscheduled sporadic testing for one year from the date of reinstatement. Cost of such testing will be paid for by the ICI SAT Program.

- h. Third and Additional Positive Test Results: The provisions below apply to an Employee, who tests positive three or more times pursuant to such random testing, sporadic testing or any other testing under this policy:
- 1) Consequence for Third and Additional Positive Test Results: The Employee is subject to immediate termination upon notice to the Employer by the MRO, of the positive test result and he will not be eligible for reinstatement for a period of six (6) months from date of the positive test.
 - 2) Reinstatement: Employee is not eligible for work until he has, at his own expense, been evaluated by an accredited SAP, successfully completed a SAP recommended rehabilitation program and the SAP has written a letter releasing the person to return to work and the ICI SAT program, the Union and Employer have received the results of a "5-panel US DOT" approved test, taken at an approved clinic, analyzed by a SAMHSA certified laboratory and the test results must have been reviewed by an MRO and certified as being negative for the prohibited items and/or substances listed in IV.1.b.
 - 3) Sporadic Testing: A reinstated Employee, who has previously tested positive three (3) or more times, is subject to unscheduled sporadic testing for two (2) years from the date of reinstatement. Cost of such testing will be paid for by the ICI SAT Program.
3. Prescription Drugs -- Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all Employees, the Employer will consult with the Employee to determine if a reassignment of duties is necessary. If a reassignment is not possible, the Employee will be relieved of duties until released as fit for duty by the prescribing physician, at which time the Employee shall be reinstated to his former employment status if work for which he is qualified is available at that time.
- If the Employee is tested and the test is positive, and the Employee has not previously informed the Employer of the use of prescription drugs, the Employee may be suspended for two weeks and is subject to unscheduled sporadic testing for six months.
4. Grievance - All aspects of this program shall be subject to the grievance procedure spelled out in the Collective Bargaining Agreement.

V. **DRUG/ALCOHOL TESTING.** The parties to this program agree that under certain circumstances the Employer will find that it is necessary for testing to be conducted for prohibited items and/or substances pursuant to the following procedures.

- a. A pre-employment drug and alcohol test may be administered to all Applicants without a valid ICI SAT identification card. The Applicant will be placed on the payroll and put to work pending receipt of the drug and alcohol test. Such employment shall be probationary in the sense that continued employment of the individual shall be contingent upon successful passage of the drug and alcohol test.
- b. All Employees shall be subject to random testing.
- c. A test may be administered in the event there is probable cause to believe that the Employee has reported to work under the influence of a prohibited item and/or substance, or is or has been under the influence of a prohibited item and/or substance while on the job; or the Employee has violated this drug program. During the process of establishing probable cause for testing, the Employee has the right to request his on-site steward to be present, if available.
- d. Testing may be required if an Employee is involved in a work place accident/incident or injury.
- e. Employees may also be tested on a voluntary basis.
- f. Sporadic testing as provided for in IV.2. may be required as part of a follow-up to counseling or rehabilitation for substance abuse, for up to a two (2) year period. Each Applicant or Employee to be tested will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an Applicant or Employee refuses to sign a consent form authorizing the test, ongoing employment by the Employer will be terminated.

The Employee shall be paid for the time lost for the following tests to be conducted only if the test results are negative, Random, Post Accident, Incident, and Probable Cause.

The Employer will permit the Employee who is required to take a drug test to obtain a "split sample," and the Employee may request the laboratory to send the "split sample" to an accredited laboratory of his choosing, at his own expense, as described in IV.2. The test result of the split sample must be released to the Employer within a maximum of five (5) working days. If the split sample test result is negative, the Employee may be returned to work on the same job site providing work for which he is qualified is still available. Any Employee who successfully challenges the accuracy of a positive test result shall be reimbursed for his cost for the second testing and any time loss from work up to a maximum of five (5) work days. If the split sample tests positive, then the Employee shall be subject to immediate termination.

Drug and alcohol testing will be conducted by an accredited laboratory, and may consist of either blood or urine tests, or both, as required. Blood tests (for drugs and alcohol) will be utilized for post accident investigation only if a urine or breathalyzer test cannot be administered.

VI. IDENTIFICATION CARD.

- a. An ICI SAT identification card will be issued to each person who tests negative in a valid test. The card will contain the Applicant's name, photo and a unique ICI SAT database identification number. The ICI SAT card will be valid until the Employee tests positive. The Employee shall carry their valid ICI SAT card whenever they are on a job. Failure to produce the ICI SAT card on request by the Employer or their agent may cause the Employee to be suspended until the card is presented or until it is verified by the testing agency that the Employee's last test was negative. Replacement of a lost or damaged ICI SAT card shall be at the Employee's expense.
- b. New hires, with an ICI SAT identification card. If an Applicant has a valid Employee ICI SAT card they will present the card for photocopying to the prospective Employer when they present themselves for employment. The Employer shall have the right to further validate the ICI SAT card by contacting the agency responsible for insuring the Employee's ICI SAT card is presently valid. The Applicant will be placed on the payroll and put to work pending receipt of the result of the inquiry. Employment shall be probationary and continued employment of the individual shall be contingent upon the validity of the Employee's ICI SAT card being verified. The Employer shall have three days to validate the ICI SAT card. If the ICI SAT card is invalid the Employee will have no right to continued employment and may be terminated.
- c. New hires, without an ICI SAT card. If the Applicant does not have a valid ICI SAT card, employment shall be probationary and continued employment shall be contingent upon successful passage of the drug and alcohol test.
- d. When tested for any reason, the Employee will surrender the ICI SAT card to the testing agent. If the test is negative, the Employee's valid ICI SAT card will be sent to the Employee. If the test is positive, the ICI SAT card will not be returned.

VII. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an Employee voluntarily notifies supervision that he may have a substance abuse problem, the Employer may assist in locating a suitable SAP and rehabilitation program for treatment. The Employer will inform the Employee that medical benefits may be available under the Health and Welfare Program. For Benefit information, within Indiana, call 1-800-962-3158.

If treatment necessitates time away from work, the Employer may provide for the Employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An Employee who successfully completes a rehabilitation program may be reinstated to his former employment status, if work for which he is qualified is available at that time. Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in this program.

VIII. COST -- Except as previously noted the costs of the tests associated with the program will be paid for by the Employer. The cost of a rehabilitation program and consultation with a SAP will be the responsibility of the Employee.

IX. SUBSTANCE ABUSE TESTING PROGRAM

- a. Each Employer agrees to pay to the Indiana Constructors, Inc. Substance Abuse Testing Program ("ICI SAT") three (\$.03) cents for each hour worked by each Employee working under this Agreement. Each Employer who participates in the ICI SAT Program is strongly encouraged to contribute to the Indiana Constructors Industry Advancement Fund (ICIAP).
- b. The contribution to the ICI SAT Program shall be deposited each month, or at regular intervals as may be determined by the Highway, Heavy, and Utility Division - ICA, Inc., to the depository designated by the Highway, Heavy, and Utility Division - ICA, Inc. and such contributions shall be reported on such forms as may be designated by the Highway, Heavy, and Utility Division - ICA, Inc.
- c. The activities shall be determined by the Highway, Heavy, and Utility Division - ICA, Inc. and shall be financed from the payments provided for herein. The Employer expressly ratifies and adopts the ICI SAT policy. By execution of this Agreement, the Employer ratifies all actions taken by the Highway, Heavy, and Utility Division - ICA, Inc. within the scope of its authority.

This Substance Abuse Testing Program has been ratified, signed and sealed as of _____ by the Highway, Heavy, and Utility Division - ICA, Inc. and Local Unions of Laborers' International Union of North America, State of Indiana District Council.

SUBSTANCE ABUSE TESTING PROGRAM
AUTHORIZATION FOR CONSENT TO DRUG AND ALCOHOL ANALYSIS
AND
AUTHORIZATION FOR RELEASE OF RESULTS

I, the undersigned _____
do hereby authorize the testing of my body fluids and/or breath for employment reasons
and understand and agree that the results of any such testing will be turned over to the
Employer and the Union, further that the testing procedures will be limited to tests for
prohibited and illegal drugs and controlled substances and alcohol.

I understand that the results of these tests may be used for employment and
disciplinary reasons and hereby authorize the release of such information from the
laboratories to the designated Employer and Union representatives.

I further certify that any urine specimen collected from me is mine and not
adulterated or altered in any manner.

I have been advised that matters affecting me relative to the interpretation or
application of the Drug Policy are subject exclusively to the grievance and arbitration
procedure under my Collective Bargaining Agreement.

Signature of Prospective Employee / Employee

Witness

Date

Time

LETTER OF UNDERSTANDING

LETTER OF UNDERSTANDING FOR THE AGREEMENT by and between Highway,
Heavy, and Utility Division – ICA, Inc. and the Local Unions of Laborers' International
Union of North America State of Indiana District Council concerning the Substance
Abuse Testing Program.

In regard to the Substance Abuse Testing Program, it is understood between the parties
that under this program, the following guidelines will be followed when a person tests
positive:

First Positive Test

Results in immediate termination.

For Reinstatement:

- Provide a negative "5-panel US DOT" test result as interpreted by an MRO.
- Sporadic testing for one (1) year following reinstatement.

Second Positive Test

Results in immediate termination.

For Reinstatement:

- Be evaluated by an SAP.
- Complete an SAP-recommended rehabilitation program.
- Secure written release from the SAP to return to work.
- Provide a negative "5 panel US DOT" test result as interpreted by an MRO.
- Sporadic testing for one (1) year following reinstatement.

Third and Additional Positive Test

Results in immediate termination; not eligible for reinstatement for six (6) months.

For Reinstatement:

- Be evaluated by an SAP.
- Complete an SAP-recommended rehabilitation program.
- Secure written release from the SAP to return to work.
- Provide a negative "5 panel US DOT" test result as interpreted by an MRO.
- Sporadic testing for two (2) years following reinstatement.

FURTHER it is understood that any costs associated with the SAP, MRO, Rehabilitation Program, and testing required to be reinstated, are the Employee's responsibility.

ARTICLE XXXIV

EFFECTIVE DATE

THIS AGREEMENT shall be in full force and effect from March 1, 2012 when ratified by a majority of the Parties of the First Part and the duly authorized representative of the Party of the Second Part, State of Indiana District Council and continue for the period next ensuing, expiring as of March 31, 2017. This agreement may be re-opened to negotiate adjustments in economics, if and when Federal Davis Bacon Law or the Indiana State Prevailing Wage Law is repealed or modified to the extent that it would be a detriment to signatory contractors in being competitive on Highway, Bridge, Utility and Railroad projects.

It is agreed that prior to re-opening the agreement either Party may request, in writing, a joint meeting between the "Employers" and the "Union". This meeting shall take place within seven (7) days. After seven (7) days if no agreement has been agreed upon, then

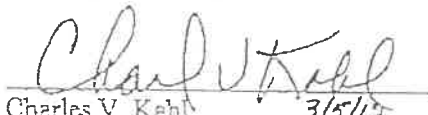
anytime thereafter a five (5) day advanced written notice may be given of desire to re-open the contract by either party.

The parties shall have sixty (60) days from that date of notice to reach an agreement. If at the end of the sixty (60) day period no agreement has been agreed upon the contract shall expire on the next anniversary date. Each party shall have reserved to itself its' full economic and legal options, including but not limited to strike or lockout.

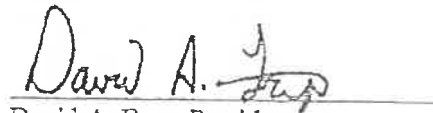
THIS AGREEMENT has been ratified, signed and sealed as of February 22, 2012 by the following:

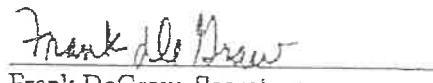
PARTY OF THE FIRST PART,
HIGHWAY, HEAVY, AND
UTILITY DIVISION - ICA, INC.


Steven R. Crider, Chairman 3-5-12
Highway, Heavy, and Utility
Division - ICA, Inc.


Charles V. Kahl 3/5/12
Highway, Heavy, and Utility
Division - ICA, Inc.

PARTY OF THE SECOND PART,
LOCAL UNIONS OF LABORERS'
INTERNATIONAL UNION OF
NORTH AMERICA, STATE OF
INDIANA DISTRICT COUNCIL


David A. Frye, President


Frank DeGraw, Secretary-
Treasurer & Business Manager

Highway, Heavy, and Utility Division - ICA, Inc.
1 North Capitol Ave Suite 1000
Indianapolis IN 46204
Phone (317) 472-6777
Fax (317) 472-6767

PARTY OF THE FIRST PART "EMPLOYERS"

American Contracting & Services, Inc.
Anlaan Corporation
MK Betts Engineering & Contracting, Inc.
Bowen Engineering Corporation
Brooks Construction Co., Inc.
Calumet Civil Contractors, Inc.
Crider & Crider, Inc.
C-Tech Corporation, Inc.
Deig Bros. Lumber & Construction Co., Inc.
James H. Drew Corporation
E & B Paving, Inc.
Earth Images, Inc.
Far West Construction, Inc.
Feutz Contractors, Inc.
Fox Contractors Corp.
Gaunt & Son Asphalt, Inc.
Gradex, Inc.
Grand River Construction, Inc.
Grimmer Construction, Inc.
Harmon Construction, Inc.
HIS Constructors, Inc.
Hi-Way Paving, Inc.
Insituform Technologies USA, Inc.
JBI Construction, Inc.
LePorte Construction Co., Inc.
LICA Construction Corporation
Lutgring Bros., Inc.
Martell Electric, LLC
R. L. McCoy, Inc.
Mid-America Milling Co., LLC (MAMCO)
Midwest Mole, Inc.
Morphey Construction, Inc.
Phend & Brown, Inc.
Poindexter Excavating, Inc.
Riech-Riley Construction Co., Inc.
J. H. Rudolph & Co., Inc.
Schutt-Leckabill Co., Inc.
Shelly & Sands, Inc.
Sims and Pedigo Co., Inc.
Slusser's Green Thumb, Inc.
Specialties Company, LLC
ST Construction, Inc.
Superior Construction Company, Inc.
The Hoosier Company, Inc.
The Hunt Paving Company, Inc.
Walsh & Kelly, Inc.
Walsh Construction Company
Walsh Construction Company II, LLC
WB Koester Construction, LLC
Weddle Bros. Highway Group, LLC

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the 8th day of June 2020, by and between City of Westfield (“Contracting Party”) and Midwest Paving, LLC (“Vendor”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Contracting Party and Vendor, intending to be legally bound, hereby agree as follows:

- A. **Basic Terms.** This Vendor Contract is on the following basic terms and conditions:
- (a) Goods and/or services provided by Vendor: (See Exhibit B attached hereto and made a part hereof).
 - (b) Location: Various thoroughfare and residential streets throughout Westfield, Indiana 46074 (the “City Property”)
 - (c) Schedule: To start June 15th, 2020. Date by which the Services shall be completed:
 - a. Substantial completion: October 23rd, 2020.
 - b. Project Completion: November 22nd, 2020 (the “Completion Date”).
 - (d) Purchase Price: One Million Nine Hundred Eighty-Five Thousand Six Hundred Eighty-Nine Dollars and 80/100, \$1,985,689.80 (see Proposal dated 05.12.20 - Exhibit B).
 - (e) Liquidated Damages shall be assessed at \$1,000.00 per day for each day work is not complete after the specified completion dates.
 - (f) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:
 - a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party’s receipt and approval of an invoice at the address specified below.
 - b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party’s receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.
 - (g) The Contract Documents include:
 - a. This Goods and Services agreement
 - b. “Contract and Specifications for 2020 Resurfacing Project” dated April 13, 2020 inclusive of all sections and appendixes.
 - c. Addendum #1 Dated May 6, 2020

Should there be any conflict within the Contract Documents, the most stringent shall govern.

(h) Addresses:

If to Contracting Party (other than Invoices): Invoice Address:

City of Westfield
Department of Public Works
Attn: Dustin Shoe
2706 East 171st Street
Westfield, Indiana 46074

dshoe@westfield.in.gov w/ CC to
ap@westfield.in.gov or
City of Westfield
Attn: Accounts Payable
2728 East 171st Street
Westfield, Indiana 46074

If to Vendor:

Midwest Paving, LLC
16105 River Road
Noblesville, IN 46062

B. **Contract Terms and Conditions.** This Vendor Contract is subject to the contract Terms and Conditions set forth in paragraphs 1-26 attached hereto and made a part hereof, the Project Changes, Attachment 1, and Exhibits attached hereto and made a part hereof. Parties stipulate that this agreement supersedes any and all other contracts, agreements or understandings between the Parties related to the subject matter herein is to be read strictly as the scope set forth in this agreement. The terms and conditions of prior contract(s), including but not limited to, annual support and maintenance as well as confidentiality, are not superseded by this agreement.

C. **Amendment.** No alteration, addition, deletion or modification of the Vendor Contract shall be valid or binding unless made in accordance with the contract terms and conditions set forth in this Vendor Contract.

D. **Project Changes to the Vendor Contract documents.** Project-specific changes to this Vendor Contract are set forth in Attachment 1 to this contract. The project-specific changes modify, add to and delete from the language of this Vendor Contract. Where any language of this Vendor Contract conflicts or is inconsistent with the project-specific changes, the project-specific changes shall control and govern. Where any project-specific language of this Vendor Contract conflicts or is inconsistent with other project-specific changes, the project-specific language that is most favorable to the Contracting Party shall control and govern.

CONTRACT TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:** Vendor has read and understands this Vendor Contract, and agrees that Vendor's written acceptance or commencement of any work or service under this agreement shall constitute Vendor's acceptance of these terms and conditions.

2. **PERFORMANCE:** Vendor hereby agrees to provide all goods and services necessary to perform the requirements of this Vendor Contract and to execute its responsibilities hereunder by following and applying at all times the highest professional and technical guidelines and standards. Contracting Party reserves the right at any time to direct changes, or cause Vendor to make changes in the goods and services or to otherwise change the scope of the work covered by this

Contract with a signed Change Order executed by both parties, and Vendor agrees to make such changes promptly. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Contracting Party after receipt of documentation in such form and detail as Contracting Party may reasonably require.

3. **TIME AND PERFORMANCE:** The work and services under this Contract shall be completed no later than the Completion Date. The Vendor shall submit for Contracting Party's approval a detailed schedule for the performance of the work and services which shall include allowances for periods of time required for Contracting Party's review and approval of submissions by Vendor. Time limits established by this detailed schedule shall be consistent with the Completion Date. Time is of the essence of this Vendor Contract. If the Vendor fails to comply with Section A; Basic Terms, Paragraph c, [Completion Date], the Vendor shall be subject to any and all consequential damages unless the delays are beyond the reasonable control of the Vendor.

4. **PRICE TERMS:** All of the prices, terms and warranties granted by Vendor herein are at least as favorable to Contracting Party as those offered by Vendor to other customers purchasing similar professional services under the same material term and conditions. Vendor agrees that it will pass on to Contracting Party any discounts and/or savings for prompt payment or rebates for quantity purchasing it receives.

5. **DISCLOSURE, WARNINGS AND INSTRUCTIONS:** If requested by Contracting Party, Vendor shall furnish promptly to Contracting Party, in such form and detail as Contracting Party may direct, a list of all ingredients or components to any goods specified hereunder, including the quality or concentration thereof and any other information relating thereto. Prior to and with the delivery of any recommended goods to be purchased hereunder, Vendor agrees to furnish to Contracting Party sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a party of any of the goods, together with such special handling instructions as may be necessary to advise the City of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in respect of such goods. Vendor and any subcontracted party associated with Vendor for goods and services provided by this agreement shall maintain at the job site all Material Safety Data Sheets (MSDS) for all products used on the job site. Such MSDS sheets shall be available for inspection upon request.

6. **FORCE MAJEURE:** Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, or court injunction; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days after discovery of the cause of such delay. During the period of such delay or failure to perform by Vendor, Contracting Party, at its option, may purchase goods or services from other sources and reduce its schedules to Vendor by such quantities, without liability to Vendor, or have Vendor provide the goods from other sources in quantities and at times requested by Contracting Party at the price set forth in this Contract.

7. **LIENS:** Vendor shall not cause or permit the filing of any lien related to its services. In the event any such lien is filed and Vendor fails to remove such lien of record within thirty (30)

days after the filing thereof, by payment or bonding, Contracting Party shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense. Vendor shall indemnify and hold harmless Contracting Party from and against any and all liability, loss, judgments, costs and expenses, including reasonable attorneys' fees, incurred by Contracting Party in connection with any such lien.

8. **DEFAULT:** In the event Vendor commits any of the following (each, a "Default"): (a) repudiates or breaches any of the terms of this Contract, including, without limitation, Vendor's representations; (b) fails to perform services or deliver goods as specified by Contracting Party; (c) fails to make progress for reasons within the Vendors control so as to endanger timely and proper completion of services, and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Contracting Party specifying such failure or breach; or (d) becomes insolvent, files, or has filed against it, a petition in bankruptcy, for receivership or other insolvency proceeding, makes a general assignment for the benefit of credits or (if Vendor is a partnership or corporation) dissolves, Contracting Party shall have the right (1) to terminate all or any part of this Contract, without liability to Vendor; (2) to perform or obtain, upon such terms and in such manner as it deems appropriate in its sole discretion, the services which were to be provided by Vendor and Vendor shall be liable to Contracting Party for any reasonable and immitigable excess costs above the costs of this contract incurred by Contracting Party in performing or obtaining such similar services; and (3) to exercise any other right or remedy available to Contracting Party at law or in equity and except to the extent of any betterment realized by the Contracting Party.

9. **LIMITATION OF CONTRACTING PARTY'S LIABILITY:** Vendor agrees that Vendor shall look solely to Contracting Party's interest in and to the City property, including, without limitation, any management fee, if applicable, subject to prior rights of any mortgagee or ground lessee of the City property, for collection of any judgment (or other judicial process) requiring payment of money by Contracting Party in the event of default or breach by Contracting Party of any of the covenants, terms or conditions of this Contract to be observed or performed by Contracting Party, and that no other assets of Contracting Party shall be subject to levy, execution or other process for satisfaction of Vendor's remedies. Vendor shall not be liable to the mortgage or ground lessee for any claims under this contract.

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

- (a) Vendor shall purchase and maintain the following insurance, with the following limits, in connection with any claims that may arise out of or result from Vendor's operations, whether performed by Vendor or anyone for whose acts Vendor may be liable:

Worker's Compensation	Required.
Employer's Liability	\$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limits.
Commercial General Liability (CG0001) , including Personal Injury, Premises Operations, including explosion, collapse or underground property damage hazards, including costs to repair or replace	\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate.

damaged work. (The Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy).	
Commercial Automobile Liability , including Owned, Non-Owned and Hired Car coverages.	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

- (b) The insurance shall be procured from companies authorized to do business in the state of Indiana. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Vendor on which the Contracting Party is an additional insured, shall be primary. Any insurance maintained by Contracting Party shall be considered excess and non-contributory. Vendor shall permit Contracting Party to examine the actual policies upon request at the Vendor's offices where the policy is stored.
- (c) A Certificate of Insurance acceptable to Contracting Party shall be submitted to Contracting Party prior to commencement of any work hereunder, including, without limitation, a certificate issued by the Industrial Board or other appropriate agency in the State of Indiana showing that the Worker's Compensation and other employee benefit insurance is in full force and effect. Each insurer shall possess an A.M. Best's rating of no less than A-VIII as of inception of this Contract. The Certificate of Insurance shall contain a provision that coverage shall not be canceled unless at least thirty (30) days' prior written notice has been given to Contracting Party. The Certificate of Insurance shall name the Contracting Party as an additional insured with respect to all but the Worker's Compensation, Employee Liability, and Professional Liability coverage. The additional insured endorsement shall state that coverage is afforded the additional insured as primary and non-contributory. In addition, each Certificate of Insurance shall provide that the Certificate Holder is the Contracting Party, c/o City of Westfield. Vendor shall not have earned any fees nor be due any payments hereunder unless and until such Certificate of Insurance is received by Contracting Party.
- (d) Vendor shall indemnify and hold harmless Contracting Party, and its employees from and against any and all liability, claim, damage, loss or expense (including, without limitation, court costs and reasonable attorneys' fees) to the extent caused by any negligence of the Vendor, its employees or sub Vendors, in the performance of the services under this contract, but not to the extent arising directly out of the negligence of Contracting Party. This subparagraph (d) shall survive the expiration or termination of this Contract.
- (e) Without limiting anything set forth in this paragraph 10, the following additional insurance coverage limits are required for the professional engineering services specifically required by the scope of the contracted goods and services: \$1,000,000 per claim and \$1,000,000 general aggregate professional liability, with retroactive coverage to the earlier of date of execution of Contract and

commencement of any work and coverage for a minimum period of two (2) years after professional services completion.

- (f) If Vendor fails to maintain the insurance as set forth herein, Contracting Party may terminate this Contract immediately or, at the option of Contracting Party, Contracting Party may obtain insurance on the Vendor's behalf and offset the cost of insurance related to the contracted services against any payments due Vendor.

11. **SAFETY**: Vendor shall, related to the services hereunder, fully observe any and all known federal, state and local safety performance standards and all additional applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the work area. Without limiting the foregoing, Vendor shall also comply with Contracting Party's Project Rules, a copy of which is attached hereto as Exhibit A and made a part hereof. Compliance with such standards, laws, ordinances, rules, regulations and orders shall be at the sole cost of Vendor. Violations can and/or will result in immediate corrective and disciplinary actions being taken, including, without limitation, termination of this Contract. If this Contract is terminated pursuant to this paragraph 11, Contracting Party shall not be required to make any further payments to Vendor except for conforming goods and services rendered prior to such termination. A safety representative employed by Contracting Party or an insurer may, from time to time, conduct safety inspections and submit safety findings. Vendor shall, at its expense, implement any reasonable abatement procedures recommended by such safety representative or insurer related to the contracted services.

12. **SETOFF**: In addition to any right of setoff provided by law, all amounts due Vendor shall be considered net of indebtedness of Vendor to Contracting Party, and Contracting Party may deduct any amounts due or to become due specific to the goods and services provided for the project from Vendor to Contracting Party and its affiliates and subsidiaries except those covered under the indemnification obligation from any sums due or to become due from Contracting Party to Vendor.

13. **DISPUTE RESOLUTION**: all claims, counterclaims disputes and other matters in question between the parties hereto arising out of or relating to this Contract, or breach thereof, shall be presented to non-binding mediation, subject to the parties agreeing on a mediator.

14. **ADVERTISING, PUBLICITY AND PUBLIC RELATIONS**: Vendor shall not, without first obtaining the express written consent of Contracting Party, in any manner advertise or publish the fact that Vendor has contracted to furnish Contracting Party the goods and services herein contracted, or use any trademarks or tradenames of the City's advertising, promotional materials or web sites. In the event of Vendor's breach of this provision, Contracting Party shall have the right to terminate the undelivered portion of any services covered by this Contract and shall not be required to make further payments except for conforming services rendered prior to cancellation.

15. **GOVERNMENT COMPLIANCE**: Vendor agrees to comply with all present federal, state and local laws, orders, rules, regulations, codes and ordinances which may be applicable to Vendor's performance of its obligations under this Contract, and all provisions required thereby to be included herein, are hereby incorporated by reference. Vendor agrees to indemnify and hold harmless Contracting Party from and against any loss, damage, liability, cost or expense (including, without limitation, attorneys' fees) resulting from any violation of such laws, orders, rules, regulations, codes or ordinances by Vendor.

16. **NO IMPLIED WAIVER**: The failure of either party at any time to require performance by the other party of any provision of this Vendor Contract shall in no way affect the

right to require such performance by any time thereafter, nor shall the waiver of either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

17. **NON-ASSIGNMENT**: Vendor shall not assign or pledge this Vendor Contract whether as collateral for a loan or otherwise and shall not delegate its obligations under this Contract without Contracting Party's express written consent.

18. **RELATIONSHIP OF PARTIES**: Vendor and Contracting Party are independent contracting parties and not agents, employees, partners, joint ventures or associates of one another, and nothing in this Contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall pay all wages and appropriate expenses of its employees, including, without limitation, all federal, state and local taxes, social security taxes and other employment or personnel taxes or assessments. Contracting Party shall not be liable for any injury (including death) to any persons, or any damages to any property incurred in connection with the performance of this Contract, to the extent caused by Vendor's fault or negligence.

19. **GOVERNING LAW**: This Contract is to be construed in accordance with and governed by the laws of the State of Indiana that includes, but not limited to Indiana Code 5-16-6, 5-16-8, 5-16-9, 5-16-13, and 5-16-14.

20. **SEVERABILITY**: If any term of this Contract is invalid or unenforceable under any statute, regulation, ordinance, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, contract or rule, and the remaining provisions of this Contract shall remain in full force and effect.

21. **NOTICE**: Any notice provided for in this Contract will be sufficient if given by certified mail return receipt requested, or by reputable overnight courier service, to the party to be notified at the address specified in the Contract. If sent electronically, the notice shall be deemed to have been given upon electronic conformation of receipt. If sent by overnight courier, the notice shall be deemed to have been given one (1) day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

22. **TERMINATION**: Contracting Party may terminate this Contract (a) immediately, in the event of a Default by Vendor, or (b) at any time without cause upon seven (7) days' prior written notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for conforming goods delivered as of the date of termination and compensation for goods and services which have been accrued pro rata as of the date of termination, after deduction of all of Contracting Party's costs and expenses, including, without limitation, attorneys' fees, incurred in connection with any Default by Vendor.

23. **ENTIRE AGREEMENT**: This Vendor Contract, together with any attachments, exhibits, or supplements, specifically referenced in this Vendor Contract, constitutes the entire agreement between Vendor and Contracting Party with respect to the matters contained herein and supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written instrument executed by both parties. Each signatory that executes this

Agreement on behalf of the Contracting Party stipulates that they have executed this Agreement with the proper authority duly granted to bind that respective Contracting Party.

24. **OFAC COMPLIANCE:** The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists, narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals (“SDN”). If the name of Vendor or any individual in a management position with Vendor is discovered on the SDN list, published by OFAC, such discovery shall constitute a material breach of this Contract. Contracting Party shall promptly notify Vendor, which shall have three (3) days in which to provide to Contracting Party clear and convincing evidence that (a) neither Vendor nor any individual in a management position with Vendor is an SDN, (b) the transaction is authorized by OFAC or (c) a statutory exemption exists that permits Contracting Party to do business with Vendor. Should Vendor fail to do so, then Contracting Party shall terminate this Contract for cause without further notice or grace period.

25. **IRCA COMPLIANCE:** The Immigration Reform and Compliance Act of 1986 (IRCA) prohibits the employment of unauthorized aliens and requires all employers to: (1) not knowingly hire or continue to employ any person not authorized to work in the United States, (2) verify the employment eligibility of every new employee (whether the employee is a U.S. citizen or an alien), and (3) not engage in discrimination against qualified workers. The Vendor shall comply with IRCA and all other applicable federal, state and local immigration laws, regulations, Executive Orders (“other immigration laws”) and by executing this Agreement, warrants that it is in full compliance with all applicable immigration laws including, but not limited to, IRCA and has used E-Verify to pre-screen job applicants and re-verify current employees. Vendor shall not be required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists. Vendor shall immediately remove any employee known to be an unauthorized alien. Failure to comply with IRCA or other immigration laws shall constitute a material breach of this Agreement. The Vendor shall indemnify the City of Westfield against all damages, losses and expenses, including attorneys’ fees, incurred or sustained by the City of Westfield as a result of the Vendor’s failure to comply with IRCA or other immigration law. Vendor shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement. Vendor shall also sign and have notarized the Affidavit of Employee Status (Attachment 2).

26. **IRAN CERTIFICATION:** Vendor hereby certifies, in accordance with I.C. 5-22-16.5-1 et seq., to have no engagement in investment activities in Iran as defined in the above cited statute.

EXECUTED this _____ day of _____, 2020.

Contracting Party:

City of Westfield
2728 East 171st Street
Westfield, Indiana 46074

Vendor:

Midwest Paving, LLC
16105 River Road
Noblesville, IN 46062

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

Project Rules

In an effort to have COMPLETE CUSTOMER SATISFACTION, we have prepared the following Project Rules. Your personnel and all subcontracted parties shall comply with these rules without exception. Failure to follow Project Rules may be grounds for project dismissal and potentially contract termination. Following these rules will help us collectively acquire COMPLETE CUSTOMER SATISFACTION.

SITE ACCESS

- ❑ General: Vendor/Contractor (“Contractor”) shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits.
- ❑ Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- ❑ Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to City, City's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- ❑ Schedule deliveries to minimize use of driveways and entrances by construction operations and reduce space and time requirements for storage of materials and equipment on-site.
- ❑ Restricted Site Access: The only egress point to and from the Project area shall be as dictated by the City or authorized City’s representative. Coordinate work activities in advance.
- ❑ All construction personnel will be required to have photo identification with them at all times on the project. All construction personnel shall also carry Vendor identification with them or wear hardhats with company logo and the employee’s name visible to determine their site permissions.
- ❑ Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise, vibration, odors, or other disruption to occupied areas of the Project, as applicable.
- ❑ Notify City(s) not less than five days in advance of proposed disruptive operations. Obtain City(s) written permission before proceeding with disruptive operations.
- ❑ Perform work with least possible disturbance to occupants of existing facilities.
- ❑ Contractor shall seek approval from City or City representative before beginning any work outside of the approved project limits or area.
- ❑ Prior to commencing the Work, the Contractor shall tour the Project site to **examine and record** any existing damage to adjacent site or building improvements to serve as a basis for determination of subsequent damage due to Contractor’s operations. Contractor shall submit such report to the City prior to commencing work.

LIMITED CITY OCUPANCY (If Applicable)

- ❑ The City and its partners intend to occupy parts of the Project immediately upon completion and when safe access is available. Your work must be coordinated in advance to limit the exposure of construction activities to occupants of the Project.
- ❑ Before limited City occupancy of any building, the mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, City will operate and maintain mechanical and electrical systems serving occupied portions of Work.

- ❑ On occupancy, City will assume responsibility for maintenance and custodial service for occupied portions of Work.

MATERIAL MANAGEMENT PLAN

- ❑ Contractors shall prepare a Site Utilization Plan to be submitted to the City for review and approval.
- ❑ The site use plan shall include but not be limited to the following items:
 - Material storage areas (identify material and ownership).
 - Equipment compounds.
 - Temporary utilities required
 - Trash and waste containers required for environmental disposal of waste.
 - Any other specific items requiring coordination with the City, Project partners or other trade contractors.
- ❑ Safe and protected storage of materials and equipment of the Contractor is the responsibility of the Contractor. All materials stored by the Contractor on the site are to be protected in a manner to not jeopardize their warranty or quality of material finish.

CLEAN UP

- ❑ During the progress of the Work, the Contractor shall keep the site and other areas free from accumulation of waste materials, rubbish and other debris, as provided in the contract. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations in the most environmentally sensitive manner possible. Burial of waste materials, rubbish, and other debris on the site is strictly prohibited.
- ❑ Contractor shall provide daily cleaning of their work areas including sweeping and trash/debris/rubbish removal. Contractor shall be responsible for moving trash to the designated refuse areas for disposal by others.
- ❑ At no time shall a contractor block an egress path without the expressed consent of the City or authorized City representative.
- ❑ At the completion of the Work, the Contractor shall remove from the site all tools, appliances, construction equipment, machinery, trailers, and temporary structures/utilities that they erected as well as surplus materials, rubbish and trash.

WORK HOURS

- ❑ It is the expectation of City that ALL Contractors and subcontractors limit work to normal business working hours, Monday through Friday, unless otherwise required or approved in advance by City.
- ❑ The Work of this Project shall be accomplished during normal working hours and days. Contractors planning to work on weekends or observed holidays must schedule with the authorized Owner agent, no later than 48 hours prior to the anticipated work day.
- ❑ Normal working hours and days are defined as:
 - Mondays through Fridays, 7:00 a.m. to 6:00 p.m. (typical)
 - Weekends (Saturday and Sunday), as scheduled and approved in advance by the City.
 - No work shall be performed on days of normal observance of the following holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day and the Friday following
 - Christmas Day
- ❑ Requests for work on non-normal work days or outside the defined normal working hours of this project, does not constitute an approval of said request and may need to be rescheduled to provide adequate security and supervision as required by Contract.

- ❑ No use of power actuated tools or hammer drills is permitted at an occupied City building or adjacent to private residence and/or business between the hours of 7:00 AM and 5:00 PM, or as directed by City officials

PUBLIC ACCESS AND SAFETY

- ❑ Contractor is responsible to provide all safety measures required and implied as necessary to protect all persons on the Project site and all persons and public adjacent to their construction zones. It is not the responsibility of the City to specify measures to be taken.
- ❑ Comply with applicable safety and security regulations of all authorities having jurisdiction. These regulations set forth minimum requirements. Contractor shall not reduce his normal safety provisions or ignore safety regulations required by other authorities having jurisdiction where other requirements are more stringent.
- ❑ The Contractor shall provide, for coordination, and information, all material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations. Contractors must provide updated and current information as it becomes available.
- ❑ In the case of an emergency affecting the safety or protection of persons or the Work or property at the Site or adjacent areas, the Contractor shall act to prevent threat of damage, injury, or loss. The Contractor shall immediately notify the City. Within 24 hours the Contractor shall provide written notification and documentation of the event, indicating if he believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.
- ❑ The Contractor shall designate a qualified, experienced safety representative at the Site.

SITE DECORUM

- ❑ Contractor and subcontracted employees shall conduct themselves in a professional manner in all areas of the City.
- ❑ Refrain from contact with the general public. When this cannot be avoided, Contractor's and the subcontractor's employees are to be courteous at all times.
- ❑ Proper work attire shall be required at all times on the Project. In addition to the required personal protective devices and attire required to perform work safely, all site workers are to wear clothing appropriate for the work that they are performing. Clothing with inappropriate language or pictures are strictly forbidden.
- ❑ Contractor shall control the conduct of its employees so as to prevent unwanted interaction initiated by Contractor's employees with City/Project personnel, public, other contractors and their employees, or other individuals, in the vicinity of the project site. In the event that any Contractor employee initiates such unwanted interaction, or utilizes profanity, Contractor shall, either upon request of the City or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the City.
- ❑ No radios, other than two-way communication type, will be allowed on the Project site.
- ❑ Smoking or the use of any tobacco products (including chew and snuff) is **NOT ALLOWED** on the Project or any City-owned properties.
- ❑ Water is allowed in Project buildings however ALL other beverages and food are only permitted in designated break areas.
- ❑ Use of any controlled substances on City's property is not permitted.
- ❑ No alcoholic beverages, illegal drugs, controlled substances or firearms of any kind are permitted on the construction site. Any persons found on the site with such in their possession will be escorted from the premises and not permitted to return.

- ❑ Fighting and horseplay on the project site are absolutely forbidden. Participants in fights will be escorted from the premises and not permitted to return.

PARKING

- ❑ Project parking is allowed at designated areas of the Project.
- ❑ Personal vehicles are to remain in provided parking areas.
- ❑ Only approved company work vehicles are allowed on the project site. This effort is dictated to prevent damage to site and other improvements and promote a safe project by minimizing project congestion.
- ❑ For Construction **LOADING AND UNLOADING ONLY**:
 - Contractors shall be allowed to deliver daily equipment and materials to the Project construction areas so as long that they minimize the impact and risk of damage to existing site and project improvements.
 - Delivery of materials, equipment and products associated with the completion of your scope of work must be coordinated in advance.

UTILITY COORDINATION

- ❑ All excavations shall be completed in accordance with City and OSHA standards. Due to the amount of public and private utilities in and around Grand Park, all excavations must utilize a hydro-vac when area of disruption is appropriately sized.
- ❑ Limit construction operations to those methods and procedures which will not adversely and unduly affect the working environment of City's occupied spaces, including noise, dust, odors, air pollution, ambient discomfort, poor lighting, hazards and other undesirable effects and conditions.
- ❑ Notify the City one week in advance of construction activities which will impact the occupancy and use of adjacent areas.
- ❑ Do not interrupt power, lighting, plumbing, telephone and HVAC services to occupied areas. Interruptions must be scheduled a minimum of two days in advance, receive City's approval, and be made known to users of the area a minimum of 24 hours in advance of the actual interruption.
- ❑ Contractor to connect to temporary utilities as designated by the contract documents or by the City. The Contractor will be responsible for installing and removing all temporary utilities, unless directed otherwise.
- ❑ Contractor shall be responsible for site drainage and maintaining erosion control as required.

USE OF ROADWAYS AND PATHS

- ❑ Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- ❑ Use of the City Park paths or perimeter trails, including those at Grand Park, is discouraged but we understand that in many cases cannot be avoided. Please coordinate in advance any vehicle or equipment size and weight with the City prior to mobilizing on site.
- ❑ Where materials are transported in the performance of this Work, do not load vehicles beyond the capacity recommended by the manufacturer of the vehicles or prescribed by any applicable state or local law or regulation.
- ❑ Provide protection against damage whenever it is necessary to cross existing paths, sidewalks, curbs, and gutters on the City project. Repair and make good at the expense of Contractor all damages thereto, including damage to existing utilities and paving, arising from the operations under the Contract.

- ❑ Access onto any athletic field at Sports Campus at Grand Park or onto any City owned property with irrigation installed is strongly discouraged. Contractor shall protect all playing surfaces and site utilities that could be compromised by the construction activities of the Contractor.
- ❑ Truck staging is not allowed on any City street surrounding the Project.
- ❑ Promptly clean all public right-of-ways should dirt or other debris from site be deposited on roads and streets by the Contractor or vehicles used to deliver or conduct the scope of this agreement.
- ❑ It is the responsibility of ALL Contractors to provide flag person(s) at pedestrian crossings of construction equipment at right of ways or pedestrian paths one hundred percent of the time such equipment is operating.

TRAFFIC CONTROL

- ❑ Provide temporary traffic control barriers to ensure safety of all persons and property.
- ❑ Contractor shall provide all flag person(s) necessary to maintain vehicular and pedestrian traffic affected by deliveries and work performed under their scope. All flag person(s) shall be certified through the union hall or other body having the authority to provide this training.
- ❑ Contractor shall provide traffic control for vehicular traffic leaving and entering the site.

CRANES & HOISTING

- ❑ All hoisting and cranes required to perform the scope of your work is the responsibility of the Contractor to install, provide and operate in accordance with all safety regulations of the authorities having jurisdiction. This includes all temporary hoisting required by job conditions for the installation of materials and equipment.

TEMPORARY SHORING AND BRACING

- ❑ Provide temporary shoring and bracing as required for execution of the Work. ALL shoring and bracing shall be engineered by the Contractor and comply with safety regulations of authorities having jurisdiction.

TEMPORARY BARRICADES

- ❑ Provide temporary barricades as necessary for the execution of the work. Maintain barricades in a clean and neat condition until no longer required and removal is approved or requested.
- ❑ Provide temporary barriers or partitions as required to protect any project workers or the general public from injury due to work of this project, and to protect adjacent areas of the project from spread of dust or dirt.
- ❑ When Work involves modification to an existing egress corridor within an existing building, the Contractor shall provide temporary barricades as necessary, constructed in a manner that maintains the fire resistive integrity of the affected corridor(s). Construction and placement of the barricades shall be approved by the City project representative and the authority having jurisdiction.

CONSTRUCTION SIGNAGE

- ❑ Advertising Signage: The use of Contractor/subcontractor advertising signage is strictly prohibited.
- ❑ No ground-mounted signage is allowed on the project site without the expressed written consent of the City.
- ❑ Signage is authorized on construction trailers and corporate-owned equipment and vehicles. Such signage cannot exceed 6' by 4' (24 square feet) in size. Trailers in violation shall be removed from the site by the Contractor and the Contractor shall have the site storage privileges revoked
- ❑ Signage to be fabricated from new materials and constructed from materials able to withstand construction use/abuse and exposure based upon its proposed installation location for its intended use.

❑ Project Specific Signage:

- ALL signage shall be as approved by the City and the authority having jurisdiction.
- All employee personnel informational signage shall be bilingual (English and Spanish) as requested by the City.
- All project specific signage shall include the City logo and project name incorporated into the design of each sign for the project.

TEMPORARY FACILITIES

- ❑ Erect and maintain, for duration of operations and in locations as approved, suitable temporary office facilities as required for Contractor's administration of the Work. Provide necessary sheds and facilities for the storage of tools, materials, and equipment employed in the performance of the Work. Temporary buildings shall be watertight with raised solid floors, solid sheathed and composition roofs, and adequately glazed and screened windows for light and ventilation. Temporary buildings shall be painted colors as approved. Contractor shall furnish daily janitorial service in the trailer. Provide stairs and handicapped ramp per code.

RUBBER TIRED EQUIPMENT

- ❑ Where carts, hand trucks, wheelbarrows, and similar wheeled conveyances are used in interior spaces or on finished surfaces (including synthetic turf fields) on or in any portions of any structure, equipment shall be equipped with pneumatic tires or other tire approved by the City.

REMOVAL OF TEMPORARY FACILITIES

- ❑ Temporary facilities, barricades, utilities and other construction of temporary nature shall be removed from the Project site as soon as the progress of the work will permit in the opinion of the City; and the portions of the Project site and building occupied by same shall be reconditioned and restored to original condition.
- ❑ Legally dispose of all debris resulting from removal and reconditioning operations.

VIOLATIONS

- ❑ Any violator of site restrictions will be subject to removal from the site, with recourse for schedule or cost impact.

GENERAL SAFETY PRECAUTIONS

- ❑ Safe working practices shall be observed at **all times**. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.
- ❑ The City of Westfield is a "Safe City". Any worker or person on a jobsite shall have 100% protection as defined by OSHA for the hazards that they may be exposed. This includes but is not limited to 100% eye protection, hard hat and hi-visibility vest at all times when on-site.
- ❑ Proper gloves are to be used to limit abrasions and cuts. Hearing protection shall be accessible to employees and used whenever exposed to noises that require such protective devices.
- ❑ Fall protection shall be worn, observed or employed when working at a height greater than 6' unless approved in writing by the City and OSHA/IOSHA. This fall protection directive is to be used at all times and includes activities utilizing articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall compile with the provisions of OSHA and IOSHA.
- ❑ Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.

- ❑ All electrical service shall be properly protected with a GFCI, including the use of extension cords on permanent power.
- ❑ Eye protection shall be worn at all times when cutting, grinding, chipping, drilling or using power actuated tools.
- ❑ Safety manuals and MSDS sheets must be turned in to the assigned City representative prior to commencing work on site. These manuals are still to be maintained by the Contractor on site for use and reference by any authority having jurisdiction.
- ❑ The City of Westfield is a “Safe City”. In the event of an accident or near-miss, the employees involved may be required to perform a drug and alcohol screening prior to being able to continue working on site.

Non-compliance with the foregoing Project Rules shall result in disciplinary procedures up to and including removal from the project and termination of your contract.

EXHIBIT B

See attached Proposal dated 05.12.20

SECTION 3

PROPOSAL

CITY OF WESTFIELD, INDIANA

2020 Resurfacing Project

To: Westfield Public Works
2706 E. 171st Street
Westfield, Indiana 46074

Pursuant to the published "Advertisement for Bids", the undersigned has investigated the conditions affecting the cost of the proposed 2020 Resurfacing Project and having examined the site and understanding the requirements set forth in the Contract Documents, hereby proposes to provide and furnish all labor, materials, tools, equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the above work as required by said Contract Documents, including any and all addenda now on file in the Westfield Public Works office, City of Westfield, Indiana.

Project generally includes road reconstruction, milling, full depth patching, resurfacing, maintenance of traffic, and striping various thoroughfares and residential streets throughout the City of Westfield.

The project will be awarded to the lowest and most responsible bidder based on the combined total base bid plus any accepted alternates as selected by the Owner. The program will be located throughout the Westfield corporate limits.

The undersigned proposes to furnish all work for the construction of the 2020 Resurfacing Project, including all labor, materials, supplies, equipment and all appurtenances necessary to complete the work as per the drawings and the specifications for the following unit prices, to wit:

Schedule – The undersigned agrees to be substantially complete with the base bid work within 130 calendar days after the notice to proceed has been issued. All work shall therefore be complete within 30 calendar days of substantial completion. If work is not completed by the specified dates above, liquidated damages will be assessed at \$1,000.00 per day.

Bidder acknowledges the schedule of this contract (initial):



The remainder of this page is intentionally left blank

Project Description

Base Bid

- **169th Street / David Brown Drive from Oak Ridge Road to Union Street (Appendix B)**
 - 4" Mill
 - Resurface - 1.5" HMA Surface on 2.5" HMA Intermediate
- **Casey Road from Ditch Road to 186th Street (Appendix C)**
 - 2" Mill and Resurface
 - Multiple full depth patches
 - Widening
 - Wedge and Leveling
- **Crestview Subdivision (Appendix D)**
 - Reconstruction of roadway
 - Remove existing asphalt plus 6" of subgrade
 - 1.5" HMA Surface on 5" HMA Intermediate on Subgrade Treatment, Type II on Geogrid
- **Maple Knoll Subdivision (Appendix E)**
 - 4" Mill
 - Resurface - 1.5" Surface on 2.5" Intermediate
- **Woodshire Subdivision (Appendix F)**
 - Multiple full depth patches
 - Scarification Milling
 - 1.5" HMA Surface

BASE BID ITEMIZED PROPOSAL
(SEE BREAKDOWN AT THE END OF THIS SECTION FOR FURTHER INFORMATION)

ID	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 125,158.00	\$ 125,158.00
2	207-08264	SUBGRADE TREATMENT, TYPE II	SYS	21,582	\$ 13.00	\$ 280,566.00
3	214-07202	GEOGRID, TYPE 1A, UNDISTRIBUTED	SYS	23,198	\$ 4.50	\$ 104,391.00
4	303-01180	COMPACTED AGGREGATE, NO. 53	TON	408	\$ 50.00	\$ 20,400.00
5	304-07490	HMA PATCHING, TYPE B	TON	879	\$ 90.00	\$ 79,110.00
6	304-07493	WIDENING WITH HMA, TYPE B	TON	185	\$ 90.00	\$ 16,650.00
7	306-08036	MILLING, ASPHALT, 2 IN	SYS	8,923	\$ 1.30	\$ 11,599.90
8	306-08038	MILLING, ASPHALT, 4 IN	SYS	26,771	\$ 3.00	\$ 80,313.00
9	306-08042	MILLING, SCARIFICATION	SYS	12,100	\$ 0.75	\$ 9,075.00
10	306-12357	MILLING, ASPHALT, 6.5 IN	SYS	21,582	\$ 4.50	\$ 97,119.00
11	401-07321	HMA, TYPE B, 64, SURFACE, 9.5 mm	TON	5,448	\$ 68.00	\$ 370,464.00
12	401-07328	HMA, TYPE C, 70, SURFACE, 9.5 mm	TON	741	\$ 70.00	\$ 51,870.00
13	401-07390	HMA, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	10,861	\$ 60.00	\$ 651,660.00
14	402-07451	HMA WEDGE AND LEVEL, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	86	\$ 60.00	\$ 5,160.00
15	406-05521	ASPHALT FOR TACK COAT	TON	29	\$ 1.00	\$ 29.00
16	720-94841	CASTING, VALVE, ADJUST TO GRADE	EA	8	\$ 1,350.00	\$ 10,800.00
17	801-06775	MAINTAINING TRAFFIC	LS	1	\$ 50,000.00	\$ 50,000.00
18	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	14,112	\$ 0.55	\$ 7,761.60
19	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	14,206	\$ 0.55	\$ 7,813.30
20	808-75272	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN	LFT	96	\$ 20.00	\$ 1,920.00

21	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN	LFT	69	\$ 20.00	\$ 1,380.00
22	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	2	\$ 400.00	\$ 800.00
23	808-75330	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, PED XING	EA	2	\$ 600.00	\$ 1,200.00
24	808-75996	SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVE	EA	30	\$ 15.00	\$ 450.00
Total						\$ 1,985,689.80

Base Bid Amount in words for 2020 Resurfacing Project:

One million nine hundred eighty five thousand six hundred eighty nine Dollars and 80 /100

This price is the sum of the quoted unit prices multiplied by the quantity for each item as shown on the above Base Bid Itemized Proposal.

The undersigned encloses herewith a certified check or cashier's check payable to the City of Westfield, Indiana or a bidder's bond binding the undersigned and surety to the City of Westfield, Indiana, in the amount of

Ninety nine thousand two hundred eighty four and 49/100
Dollars (\$ 99,284.49),

which amount is not less than five percent (5%) of the base bid as set out above, guaranteeing that the undersigned will enter into Contract for the performance of the work once the Proposal is accepted. Form 96, Contractors Bid for Public Works, of the Indiana State Board of Accounts is also properly executed and attached hereto. A Non-collusion Affidavit, as required by the statutes of the State of Indiana, is properly executed and attached hereto, if not included on the Form 96.

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of 90 days from the date of receiving proposals by the City of Westfield, Indiana.

Receipt of Addenda No. 1 (5/6/2020) is hereby acknowledged.

Respectfully submitted,

Midwest Paving, LLC
Contractor
(Individual ☐) (Partnership ☒)
or (Corporation ☐)

By Matt Kelley

Title President

Dated:

May 12, 20 20 Address 16105 River Road
Noblesville, IN 46062

NOTE: The legal status of the Bidder, whether as an individual, partnership, or corporation, must be indicated above, and all pertinent information as required by the Specifications must be furnished.

Attachment 1

Each addenda shall be signed to prove receipt. If no addendums, the rest of Attachment 1 to be left intentionally blank.

**2020 Resurfacing Project
WESTFIELD, INDIANA**

ADDENDA NO. 1

DATE: May 6, 2020

To All Plan Buyers of Record:

The following items have been included:

- Contractor Questions and Answers

Should you desire to submit a bid, please do so on the basis of the information set out above.

Dustin Shoe
City of Westfield
Email: dshoe@westfield.in.gov
Phone: 317-450-6765

**PLEASE ACKNOWLEDGE THIS CONTRACT ADDENDA IN THE CONTRACT
DOCUMENTS WITHIN THE PROPOSAL BEFORE SUBMITTING YOUR BID.**

Contractor Questions:

Q1: The process of construction of Crestview Subdivision is not very clear. We need clarification on Maintenance of Traffic, Will the local traffic be allowed to travel on the subgrade treatment? If built ½ at a time do asphalt wedges need to be placed at the 6 inch drop off?

A1: Local traffic should not be allowed to travel on the existing subgrade treatment if at all possible. Wedges of some kind will need to be utilized to maintain access for residents. The type of material used is up to the contractor. Local traffic can drive on the new subgrade treatment (Compacted Aggregate No. 53s).

Q2: What are the limits of the widening on Casey Road? I can't find any description of the widening. All I can assume is that the area is the same as the Geogrid. I just need to know where it is located on Casey Rd and the length and width of it.

A2: There are multiple areas that will be widened. A list with dimensions is below.

- **NE corner of Casey Road and 186th Street**
 - **.5 x 30' x 17'**
- **SE corner of Casey Road and 186th Street**
 - **.5 x 22' x 25' + 28' x 4'**
- **West side of Casey Road starting at 186th Street and head South to first decel taper**
 - **640' x 6' (5' widening plus 1' into existing pavement)**
- **West side of Casey Road between William Trace Blvd and Crosswater Way**
 - **2' x 160' + 5' x 140'**

Q3: Will a "non wet" signature be acceptable on bid bond as well as potentially other bid documents.

A3: Electronic signatures will be accepted on all items for this project due to COVID-19.

Q4: Can you please provide a typical section and a location on each street for items #4(Compacted Aggregate, No. 53) and #6(Widening With HMA, Type B

A4: See answer A2 above for locations. The pavement section associated with this will be 5.5" HMA Base 25.0 mm on 12" Compacted Aggregate, No. 53 on Geogrid (if determined necessary). The HMA Intermediate and Surface will be placed on top of the widening. Those quantities are included in the associated pay items.

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – 2020 Resurfacing Project

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the 2020 Resurfacing Project, hereinafter referred to as the “Project”;

WHEREAS, Midwest Paving, LLC, hereinafter referred to as the “Vendor”, is the general contractor of the above reference project; and

WHEREAS, it is necessary for the City to require the Vendor to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program per Indiana Code.

NOW THEREFORE, the Vendor agrees to have enrolled in and verified the work eligibility status of all newly hired employees through the E-Verify program and does not knowingly employ illegal aliens. The Vendor clearly understands the regulations and penalties stated in the Indiana Code should conflicts arise.

Signature:

Signature:

Printed Name:

Printed Name:

STATE OF INDIANA:

SS:

COUNTY OF

:

Before me the undersigned, a Notary Public in and for said State and County, personally appeared of Midwest Paving, LLC, the general contractor and acknowledge the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 20__

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

CITY OF WESTFIELD BY:

, Director of Public Works

STATE OF INDIANA:

SS:

COUNTY OF HAMILTON:

Before me the undersigned, a Notary Public in and for said State and County, personally appeared _____, Director of Public Works, and acknowledges the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein.

Witness my hand and Notarial Seal this _____ day of _____, 20__

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

This instrument prepared by: Brian J. Zaiger, Attorney, Krieg-Devault Attorneys at Law, 12800 N. Meridian St. Ste. 300, Carmel, IN 46032

Attachment 3

The Invoice Cover Sheet shall be attached and filled out for all invoices submitted to the City of Westfield.



Invoice Date:	
Invoice or App Number:	

Westfield Department of Public Works
 2706 East 171st Street
 Westfield, IN 46074
AP@westfield.in.gov

Westfield Project Name:	2020 Resurfacing
Westfield Project Number:	2010001
Westfield Project Manager:	Dustin Shoe
Westfield PO Number:	

1. Original Contract Amount	
2. Change Orders/Amendments	
3. Total Contract Amount (Line 1 $\pm$ 2)	
4. Total Earned To Date	
5. Retainage (If Applicable)	
6. Total Earned Less Retainage (Line 4 less 5)	
7. Less Previous Payments (Line 6 from prior Invoice)	
8. Total Amount Payable This Invoice (Line 6 less 7)	
9. Balance to Finish, Including Retainage (Line 3 less 6)	

Please email this cover letter, along with your invoice to AP@westfield.in.gov with attention to the Westfield Project Manager associated with this project in order to expedite payment. If you need more information regarding the Westfield Project Name, Number, and PO Number, please contact the Westfield Project Manager, thank you!

GROUP INFO				RIETH RILEY		GRADY BROTHERS		BAUMGARTNER		E&B PAVING		MIDWEST PAVING		MILESTONE		CALUMET	
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT COST	FINAL COST	UNIT COST	FINAL COST	UNIT COST	FINAL COST	UNIT COST	FINAL COST	UNIT COST	FINAL COST	UNIT COST	FINAL COST	UNIT COST	FINAL COST
1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$60,028.52	\$60,028.52	\$114,464.00	\$114,464.00	\$25,405.00	\$25,405.00	\$33,128.04	\$33,128.04	\$125,158.00	\$125,158.00	\$100,000.00	\$100,000.00	\$55,516.00	\$55,516.00
2	SUBGRADE TREATMENT, TYPE II	21,582	SYS	\$15.71	\$339,053.22	\$12.00	\$258,984.00	\$13.00	\$280,566.00	\$18.00	\$388,476.00	\$13.00	\$280,566.00	\$15.00	\$323,730.00	\$15.50	\$334,521.00
3	GEOGRID, TYPE 1A, UNDISTRIBUTED	23,198	SYS	\$5.09	\$118,077.82	\$3.00	\$69,594.00	\$4.50	\$104,391.00	\$4.50	\$104,391.00	\$4.50	\$104,391.00	\$4.20	\$97,431.60	\$4.85	\$112,510.30
4	COMPACTED AGGREGATE, NO. 53	408	TON	\$46.17	\$18,837.36	\$55.00	\$22,440.00	\$23.50	\$9,588.00	\$30.00	\$12,240.00	\$50.00	\$20,400.00	\$35.00	\$14,280.00	\$36.00	\$14,688.00
5	HMA PATCHING, TYPE B	879	TON	\$143.71	\$126,321.09	\$105.00	\$92,295.00	\$98.00	\$86,142.00	\$100.00	\$87,900.00	\$90.00	\$79,110.00	\$138.00	\$121,302.00	\$100.00	\$87,900.00
6	WIDENING WITH HMA, TYPE B	185	TON	\$214.44	\$39,671.40	\$125.00	\$23,125.00	\$150.00	\$27,750.00	\$210.00	\$38,850.00	\$90.00	\$16,650.00	\$160.00	\$29,600.00	\$86.00	\$15,910.00
7	MILLING, ASPHALT, 2 IN	8,923	SYS	\$2.66	\$23,735.18	\$2.00	\$17,846.00	\$1.65	\$14,722.95	\$2.25	\$20,076.75	\$1.30	\$11,599.90	\$2.00	\$17,846.00	\$2.30	\$20,522.90
8	MILLING, ASPHALT, 4 IN	26,771	SYS	\$5.19	\$138,941.49	\$3.00	\$80,313.00	\$2.50	\$66,927.50	\$5.00	\$133,855.00	\$3.00	\$80,313.00	\$3.45	\$92,359.95	\$3.65	\$97,714.15
9	MILLING, SCARIFICATION	12,100	SYS	\$1.54	\$18,634.00	\$1.25	\$15,125.00	\$1.00	\$12,100.00	\$1.50	\$18,150.00	\$0.75	\$9,075.00	\$1.25	\$15,125.00	\$1.70	\$20,570.00
10	MILLING, ASPHALT, 6.5 IN	21,582	SYS	\$7.02	\$151,505.64	\$10.00	\$215,820.00	\$5.00	\$107,910.00	\$6.50	\$140,283.00	\$4.50	\$97,119.00	\$5.00	\$107,910.00	\$4.85	\$104,672.70
11	HMA, TYPE B, 64, SURFACE, 9.5 mm	5448.0	TON	\$76.50	\$416,772.00	\$77.00	\$419,496.00	\$68.00	\$370,464.00	\$64.00	\$348,672.00	\$68.00	\$370,464.00	\$78.00	\$424,944.00	\$68.00	\$370,464.00
12	HMA, TYPE C, 70, SURFACE, 9.5 mm	741	TON	\$83.52	\$61,888.32	\$88.00	\$65,208.00	\$85.00	\$62,985.00	\$80.00	\$59,280.00	\$70.00	\$51,870.00	\$80.00	\$59,280.00	\$83.00	\$61,503.00
13	HMA, TYPE B, 64, INTERMEDIATE, 19.0 mm	10,861	TON	\$62.93	\$683,482.73	\$68.00	\$738,548.00	\$66.00	\$716,826.00	\$63.00	\$684,243.00	\$60.00	\$651,660.00	\$65.00	\$705,965.00	\$68.00	\$738,548.00
14	HMA WEDGE AND LEVEL, TYPE B, 64, INTERMEDIATE, 19.0 mm	86	TON	\$87.63	\$7,536.18	\$68.00	\$5,848.00	\$103.00	\$8,858.00	\$80.00	\$6,880.00	\$60.00	\$5,160.00	\$74.00	\$6,364.00	\$85.00	\$7,310.00
15	ASPHALT FOR TACK COAT	29	TON	\$0.01	\$0.29	\$450.00	\$13,050.00	\$50.00	\$1,450.00	\$530.00	\$15,370.00	\$1.00	\$29.00	\$540.00	\$15,660.00	\$850.00	\$24,650.00
16	CASTING, VALVE, ADJUST TO GRADE	8	EA	\$478.51	\$3,828.08	\$550.00	\$4,400.00	\$390.00	\$3,120.00	\$975.00	\$7,800.00	\$1,350.00	\$10,800.00	\$100.00	\$800.00	\$250.00	\$2,000.00
17	MAINTAINING TRAFFIC	1	LS	\$90,330.47	\$90,330.47	\$37,000.00	\$37,000.00	\$68,829.65	\$68,829.65	\$25,000.00	\$25,000.00	\$50,000.00	\$50,000.00	\$84,877.55	\$84,877.55	\$35,625.05	\$35,625.05
18	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	14,112	LFT	\$0.55	\$7,761.60	\$0.50	\$7,056.00	\$0.55	\$7,761.60	\$0.55	\$7,761.60	\$0.55	\$7,761.60	\$0.55	\$7,761.60	\$0.55	\$7,761.60
19	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	14,206	LFT	\$0.55	\$7,813.30	\$0.50	\$7,103.00	\$0.55	\$7,813.30	\$0.55	\$7,813.30	\$0.55	\$7,813.30	\$0.55	\$7,813.30	\$0.55	\$7,813.30
20	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN	96	LFT	\$20.00	\$1,920.00	\$21.00	\$2,016.00	\$20.00	\$1,920.00	\$20.00	\$1,920.00	\$20.00	\$1,920.00	\$20.00	\$1,920.00	\$20.00	\$1,920.00
21	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN	69	LFT	\$20.00	\$1,380.00	\$21.00	\$1,449.00	\$20.00	\$1,380.00	\$20.00	\$1,380.00	\$20.00	\$1,380.00	\$20.00	\$1,380.00	\$20.00	\$1,380.00
22	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	2	EA	\$400.00	\$800.00	\$420.00	\$840.00	\$400.00	\$800.00	\$400.00	\$800.00	\$400.00	\$800.00	\$400.00	\$800.00	\$400.00	\$800.00
23	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, PED XING	2	EA	\$600.00	\$1,200.00	\$630.00	\$1,260.00	\$600.00	\$1,200.00	\$600.00	\$1,200.00	\$600.00	\$1,200.00	\$600.00	\$1,200.00	\$600.00	\$1,200.00
24	SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVE	30	EA	\$8.78	\$263.40	\$50.00	\$1,500.00	\$5.00	\$150.00	\$30.00	\$900.00	\$15.00	\$450.00	\$55.00	\$1,650.00	\$450.00	\$13,500.00
BASE BID TOTAL					\$2,319,782.09		\$2,214,780.00		\$1,989,060.00		\$2,146,369.69		\$1,985,689.80		\$2,240,000.00		\$2,139,000.00

MAX	MIN	AVG
\$125,158.00	\$25,405.00	\$73,385.65
\$18.00	\$12.00	\$14.60
\$5.09	\$3.00	\$4.38
\$55.00	\$23.50	\$39.38
\$143.71	\$90.00	\$110.67
\$214.44	\$86.00	\$147.92
\$2.66	\$1.30	\$2.02
\$5.19	\$2.50	\$3.68
\$1.70	\$0.75	\$1.28
\$10.00	\$4.50	\$6.12
\$78.00	\$64.00	\$71.36
\$88.00	\$70.00	\$81.36
\$68.00	\$60.00	\$64.70
\$103.00	\$60.00	\$79.66
\$850.00	\$0.01	\$345.86
\$1,350.00	\$100.00	\$584.79
\$90,330.47	\$25,000.00	\$55,951.82
\$0.55	\$0.50	\$0.54
\$0.55	\$0.50	\$0.54
\$21.00	\$20.00	\$20.14
\$21.00	\$20.00	\$20.14
\$420.00	\$400.00	\$402.86
\$630.00	\$600.00	\$604.29
\$450.00	\$5.00	\$87.68

SECTION 3

PROPOSAL

CITY OF WESTFIELD, INDIANA

2020 Resurfacing Project

To: Westfield Public Works
2706 E. 171st Street
Westfield, Indiana 46074

Pursuant to the published "Advertisement for Bids", the undersigned has investigated the conditions affecting the cost of the proposed 2020 Resurfacing Project and having examined the site and understanding the requirements set forth in the Contract Documents, hereby proposes to provide and furnish all labor, materials, tools, equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the above work as required by said Contract Documents, including any and all addenda now on file in the Westfield Public Works office, City of Westfield, Indiana.

Project generally includes road reconstruction, milling, full depth patching, resurfacing, maintenance of traffic, and striping various thoroughfares and residential streets throughout the City of Westfield.

The project will be awarded to the lowest and most responsible bidder based on the combined total base bid plus any accepted alternates as selected by the Owner. The program will be located throughout the Westfield corporate limits.

The undersigned proposes to furnish all work for the construction of the 2020 Resurfacing Project, including all labor, materials, supplies, equipment and all appurtenances necessary to complete the work as per the drawings and the specifications for the following unit prices, to wit:

Schedule – The undersigned agrees to be substantially complete with the base bid work within 130 calendar days after the notice to proceed has been issued. All work shall therefore be complete within 30 calendar days of substantial completion. If work is not completed by the specified dates above, liquidated damages will be assessed at \$1,000.00 per day.

Bidder acknowledges the schedule of this contract (initial): 

The remainder of this page is intentionally left blank

Project Description

Base Bid

- **169th Street / David Brown Drive from Oak Ridge Road to Union Street (Appendix B)**
 - 4" Mill
 - Resurface - 1.5" HMA Surface on 2.5" HMA Intermediate
- **Casey Road from Ditch Road to 186th Street (Appendix C)**
 - 2" Mill and Resurface
 - Multiple full depth patches
 - Widening
 - Wedge and Leveling
- **Crestview Subdivision (Appendix D)**
 - Reconstruction of roadway
 - Remove existing asphalt plus 6" of subgrade
 - 1.5" HMA Surface on 5" HMA Intermediate on Subgrade Treatment, Type II on Geogrid
- **Maple Knoll Subdivision (Appendix E)**
 - 4" Mill
 - Resurface - 1.5" Surface on 2.5" Intermediate
- **Woodshire Subdivision (Appendix F)**
 - Multiple full depth patches
 - Scarification Milling
 - 1.5" HMA Surface

BASE BID ITEMIZED PROPOSAL

(SEE BREAKDOWN AT THE END OF THIS SECTION FOR FURTHER INFORMATION)

ID	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 25,405.00	\$ 25,405.00
2	207-08264	SUBGRADE TREATMENT, TYPE II	SYS	21,582	\$ 13.00	\$ 280,566.00
3	214-07202	GEOGRID, TYPE 1A, UNDISTRIBUTED	SYS	23,198	\$ 4.50	\$ 104,391.00
4	303-01180	COMPACTED AGGREGATE, NO. 53	TON	408	\$ 23.50	\$ 9,588.00
5	304-07490	HMA PATCHING, TYPE B	TON	879	\$ 98.00	\$ 86,142.00
6	304-07493	WIDENING WITH HMA, TYPE B	TON	185	\$ 150.00	\$ 27,750.00
7	306-08036	MILLING, ASPHALT, 2 IN	SYS	8,923	\$ 1.65	\$ 14,722.95
8	306-08038	MILLING, ASPHALT, 4 IN	SYS	26,771	\$ 2.50	\$ 66,927.50
9	306-08042	MILLING, SCARIFICATION	SYS	12,100	\$ 1.00	\$ 12,100.00
10	306-12357	MILLING, ASPHALT, 6.5 IN	SYS	21,582	\$ 5.00	\$ 107,910.00
11	401-07321	HMA, TYPE B, 64, SURFACE, 9.5 mm	TON	5,448	\$ 68.00	\$ 370,464.00
12	401-07328	HMA, TYPE C, 70, SURFACE, 9.5 mm	TON	741	\$ 85.00	\$ 62,985.00
13	401-07390	HMA, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	10,861	\$ 66.00	\$ 716,826.00
14	402-07451	HMA WEDGE AND LEVEL, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	86	\$ 103.00	\$ 8,858.00
15	406-05521	ASPHALT FOR TACK COAT	TON	29	\$ 50.00	\$ 1,450.00
16	720-94841	CASTING, VALVE, ADJUST TO GRADE	EA	8	\$ 390.00	\$ 3,120.00
17	801-06775	MAINTAINING TRAFFIC	LS	1	\$ 68,829.65	\$ 68,829.65
18	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	14,112	\$ 0.55	\$ 7,761.60
19	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	14,206	\$ 0.55	\$ 7,813.30
20	808-75272	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN	LFT	96	\$ 20.00	\$ 1,920.00
21	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN	LFT	69	\$ 20.00	\$ 1,380.00
22	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	2	\$ 400.00	\$ 800.00

23	808- 75330	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, PED XING	EA	2	\$ 600.00	\$ 1,200.00
24	808- 75996	SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVE	EA	30	\$ 5.00	\$ 150.00
Total						\$ 1,989,060.00

Base Bid Amount in words for 2020 Resurfacing Project:

One million, nine hundred eighty nine thousand, sixty dollars -----00/100

This price is the sum of the quoted unit prices multiplied by the quantity for each item as shown on the above Base E

The undersigned encloses herewith a certified check or cashier's check payable to the City of Westfield, Indiana or a bidder's bond binding the undersigned and surety to the City of Westfield, Indiana, in the amount of

Ninety nine thousand four hundred fifty three Dollars (\$ 99,453.00),

which amount is not less than five percent (5%) of the base bid as set out above, guaranteeing that the undersigned will enter into Contract for the performance of the work once the Proposal is accepted. Form 96, Contractors Bid for Public Works, of the Indiana State Board of Accounts is also properly executed and attached hereto. A Non-collusion Affidavit, as required by the statutes of the State of Indiana, is properly executed and attached hereto, if not included on the Form 96.

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of 90 days from the date of receiving proposals by the City of Westfield, Indiana.

Receipt of Addenda No. 1 is hereby acknowledged.

Respectfully submitted,

Baumgartner & Company, Inc.

Contractor
(Individual ☐) (Partnership ☐)
or (Corporation ☐)

By 

Title Sales Manager

Dated:

Address 12461 Reynolds Drive

May 12

, 20 20

Fishers, IN 46038

NOTE: The legal status of the Bidder, whether as an individual, partnership, or corporation, must be indicated above, and all pertinent information as required by the Specifications must be furnished.

LIST OF SUPPLIERS / SUBCONTRACTORS
2020 RESURFACING PROJECT
CITY OF WESTFIELD, INDIANA

<u>Subtrade</u>	<u>Proposed Subcontractor</u>	<u>Address</u>
<u>Striping</u>	<u>ITS</u>	<u>3805 N. Commercial Parkway</u> <u>Greenfield IN 46140</u>
<u>Milling</u>	<u>Matthew Milling Co. Inc.</u>	<u>3254 E. 400 S.</u> <u>Marticello, IN 47960</u>
<u>Asphalt</u>	<u>Riceta Ritey</u>	<u>1751 W. Minnesota St.</u> <u>Indianapolis IN 46221</u>
<u>Compacted Agg</u>	<u>IMI</u>	<u>8032 N. State Rd 9</u> <u>Greenfield IN 46140</u>
<u>Geo grid</u>	<u>TBD</u>	
<u>Paving</u>	<u>Self perform</u>	
<u>Excavation/Removal</u>	<u>Self perform</u>	

The Bidder shall make an entry against each possible subtrade by naming the subtrade and the proposed subcontractor that will perform the work. The Bidder shall name all subtrades to be self performed and label as such.

Failure by a Bidder to comply with the foregoing requirements may result in his bid being disqualified.

BID OF

Baumgartner & Company, Inc.

(Contractor)

12461 Reynolds Dr.

(Address)

Fishers, IN 46038

FOR

PUBLIC WORKS PROJECTS

OF

City of Westfield

2020 Resurfacing Project

Filed

Action taken



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

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

Date (month, day, year): 5/12/2020

1. Governmental Unit (Owner): City of Westfield

2. County : Hamilton

3. Bidder (Firm): Baumgartner & Company, Inc.

Address: 12461 Reynolds Dr.

City/State/ZIPcode: Fishers, IN 46038

4. Telephone Number: 317-296-7225

5. Agent of Bidder (if applicable): Adam Hornaday

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of 2020 Resurfacing Project

(Governmental Unit) in accordance with plans and specifications prepared by City of Westfield

_____ and dated April 13, 2020 for the sum of

One million nine hundred eighty nine thousand sixty dollars—00/100 \$ 1,989,060.00

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 \$150,000 or more – IC 36-1-12-4)

Governmental Unit: City of Westfield

Bidder (Firm) Baumgartner & Company, Inc.

Date (month, day, year): 5/12/2020

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
1,900,000.00	Public	11/15/2019	City of Lawrence
1,600,000.00	Public	11/15/2019	City of Fishers
450,000.00	Public	08/15/2019	Town of Elwood
380,000.00	Public	10/31/2019	City of Danville

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
137,000.00	Public	06/15/2020	City of Tipton
600,000.00	Public	06/15/2020	City of Fishers
40,000.00	Public	05/15/2020	Town of Kempton

3. Have you ever failed to complete any work awarded to you? No If so, where and why?
N/A

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

Shiel Sexton Company, Inc., 902 Capitol Avenue, Indianapolis, IN 46204

Millennium Contractors, LLC, 1531 W. Thompson Road #235, Indianapolis, IN 46217

Capitol Construction Services, Inc., 11051 Village Square Lane, Fishers, IN 46038

Meyer Najem Construction, 11787 Lantern Road, Suite 100, Fishers, IN 46038

JC Ripberger Construction, Corp., P.O. Box 493, Zionsville, IN 46077

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, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

We will complete the work per bidding documents.

2. Please list the names and addresses of all 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.

Indiana Traffic Services, LLC, 3867 N. Commercial Parkway, Greenfield, IN 46140 -

Heavy Duty Trucking, Inc. 10101 N. Gray Road, Indianapolis, IN 46280 - Trucking

Otto's Parking Marking Co., 2449 E. Main Street, Greenwood, IN 46143 - Striping

Reece Seal Coating, Inc., 1205 W. Troy Avenue, Indianapolis, IN 46225 - Crack seal & seal coating

Karns, Inc., 4352 W. 96th Street, Indianapolis, IN 46268 - Concrete

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 will 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 will supply subcontractor list post bid.

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

Full complement of conventional paving equipment

(i.e. Caterpillar AP555F Mobil-Trac Paver, Ingersoll Rand DD-90 Roller,

Etynyre Distributor, etc.)

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 received price quotes for material & services.

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 V OATH AND AFFIRMATION

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

Dated at 8:00am this 12th day of May, 2020

Baumgartner & Company, Inc.

(Name of Organization)

By [Signature]

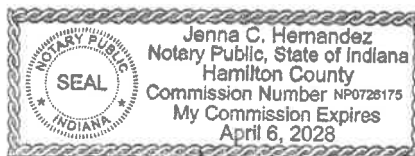
Sales Manager

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)

COUNTY OF Hamilton) ss



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

Subscribed and sworn to before me this 12th day of May, 2020.

[Signature]
Notary Public

My Commission Expires: April 6, 2023

County of Residence: Hamilton

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Baumgartner & Company, Inc.
12461 Reynolds Drive

Fishers, IN 46038

SURETY (Name, and Address of Principal Place of Business):

Continental Casualty Company
151 N. Franklin Street

Chicago, IL 60606

OWNER (Name and Address):

City of Westfield
2706 E. 171st Street
Westfield, IN 46074

BID

Bid Due Date: 5/12/2020

Description (Project Name— Include Location):

2020 Resurfacing Project, Westfield, IN

BOND

Bond Number: N/A

Date: 5/12/2020

Penal sum Five percent (5%) of the maximum bid \$ 5% of max

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Baumgartner & Company, Inc.

(Seal)

SURETY

Continental Casualty Company

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

Steven J. George

Print Name

Treasurer

Title

Attest:

Signature

Title Estimator

By:

Signature (Attach Power of Attorney)

Sheree Hsieh

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Brenda Johnston

Title

Attorney-in-Fact

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Michael M Bill, Edward L Mournighan, Michael H Bill, Cynthia L Jenkins, Ginger J Krahn, Sheree Hsieh, Brenda Johnston, Cindy H Stelhorn, Kimberly E Kinkad, Rebecca A Virt , Individually

of Indianapolis, IN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 8th day of June, 2015.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 8th day of June, 2015, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires February 12, 2021

S. Eich
S. Eich Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 12th day of May, 2020.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Bult
D. Bult Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”



Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania, and National Fire Insurance Company of Hartford** (collectively and individually referred to as “CNA Surety”).

The use of an electronic image of the corporate seal of any CNA Surety company (the “Digital Seal”) and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee’s representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original “wet” signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn

Vice President and Surety General Counsel on behalf of



Western Surety Company



The Continental Insurance Company



Continental Casualty Company



National Fire Insurance Company of Hartford



American Casualty Company of Reading, Pennsylvania

BAUMGARTNER & COMPANY, INC. AND SUBSIDIARY
(d/b/a Baumgartner & Company Asphalt Services)
Consolidated Balance Sheet
Year Ended December 31, 2019

BAUMGARTNER & COMPANY, INC.
(d/b/a Baumgartner & Company Asphalt Services)

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Independent Accountants' Compilation Report

**To the Board of Directors
BAUMGARTNER & COMPANY, INC. AND SUBSIDIARY
(d/b/a Baumgartner & Company Asphalt Services)
Noblesville, Indiana**

Management is responsible for the accompanying consolidated balance sheet of BAUMGARTNER & COMPANY, INC. AND SUBSIDIARY (d/b/a Baumgartner & Company Asphalt Services), as of December 31, 2019, in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the consolidated financial statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion nor provide any form of assurance on this consolidated financial statement.

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosure were included with the consolidated balance sheet, they might influence the user's conclusions about BAUMGARTNER & COMPANY, INC. AND SUBSIDIARY'S (d/b/a Baumgartner & Company Asphalt Services) financial position. Accordingly, this consolidated balance sheet is not designed for those who are not informed about such matters.

Emphasis of Matter

The Company adopted the requirements of Accounting Standards Codification ("ASC") Topic 606 ("Topic 606"), *Revenue from Contracts with Customers*, under the full retrospective transition approach effective January 1, 2019. There was no impact to retained earnings as of January 1, 2019, from the adoption of Topic 606.

This consolidated financial statement was compiled by us from full-disclosure consolidated financial statements for the same period that we previously audited as indicated in our report dated March 25, 2020.

Somerset CPAs, P.C.

Indianapolis, Indiana
March 25, 2020



BAUMGARTNER & COMPANY, INC. AND SUBSIDIARY
(d/b/a Baumgartner & Company Asphalt Services)
Consolidated Balance Sheet
December 31, 2019

Assets

Current Assets

Cash	\$ 1,433,926
Accounts receivable	6,590,397
Contract assets	667,061
Other current assets	246,544

Total Current Assets	8,937,928
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Property and Equipment, net	3,226,432
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Other Assets	37,225
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Total Assets	<u>\$ 12,201,585</u>
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Liabilities and Shareholder's Equity (Deficit)

Current Liabilities

Current maturities of long-term debt	\$ 1,812,538
Accounts and subcontractors payable	1,522,802
Contract liabilities	301,217
Accrued expenses	737,888

Total Current Liabilities	4,374,445
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Long-term Debt, less current maturities	9,247,269
--	-----------

Total Liabilities	13,621,714
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Shareholder's Equity (Deficit)	(1,420,129)
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Total Liabilities and Shareholder's Equity (Deficit)	<u>\$ 12,201,585</u>
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See independent accountants' compilation report.

SECTION 3

PROPOSAL

CITY OF WESTFIELD, INDIANA

2020 Resurfacing Project

To: Westfield Public Works
2706 E. 171st Street
Westfield, Indiana 46074

Pursuant to the published "Advertisement for Bids", the undersigned has investigated the conditions affecting the cost of the proposed 2020 Resurfacing Project and having examined the site and understanding the requirements set forth in the Contract Documents, hereby proposes to provide and furnish all labor, materials, tools, equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the above work as required by said Contract Documents, including any and all addenda now on file in the Westfield Public Works office, City of Westfield, Indiana.

Project generally includes road reconstruction, milling, full depth patching, resurfacing, maintenance of traffic, and striping various thoroughfares and residential streets throughout the City of Westfield.

The project will be awarded to the lowest and most responsible bidder based on the combined total base bid plus any accepted alternates as selected by the Owner. The program will be located throughout the Westfield corporate limits.

The undersigned proposes to furnish all work for the construction of the 2020 Resurfacing Project, including all labor, materials, supplies, equipment and all appurtenances necessary to complete the work as per the drawings and the specifications for the following unit prices, to wit:

Schedule – The undersigned agrees to be substantially complete with the base bid work within 130 calendar days after the notice to proceed has been issued. All work shall therefore be complete within 30 calendar days of substantial completion. If work is not completed by the specified dates above, liquidated damages will be assessed at \$1,000.00 per day.

Bidder acknowledges the schedule of this contract (initial):



The remainder of this page is intentionally left blank

Project Description

Base Bid

- **169th Street / David Brown Drive from Oak Ridge Road to Union Street (Appendix B)**
 - 4" Mill
 - Resurface - 1.5" HMA Surface on 2.5" HMA Intermediate
- **Casey Road from Ditch Road to 186th Street (Appendix C)**
 - 2" Mill and Resurface
 - Multiple full depth patches
 - Widening
 - Wedge and Leveling
- **Crestview Subdivision (Appendix D)**
 - Reconstruction of roadway
 - Remove existing asphalt plus 6" of subgrade
 - 1.5" HMA Surface on 5" HMA Intermediate on Subgrade Treatment, Type II on Geogrid
- **Maple Knoll Subdivision (Appendix E)**
 - 4" Mill
 - Resurface - 1.5" Surface on 2.5" Intermediate
- **Woodshire Subdivision (Appendix F)**
 - Multiple full depth patches
 - Scarification Milling
 - 1.5" HMA Surface

BASE BID ITEMIZED PROPOSAL
(SEE BREAKDOWN AT THE END OF THIS SECTION FOR FURTHER INFORMATION)

ID	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 125,158.00	\$ 125,158.00
2	207-08264	SUBGRADE TREATMENT, TYPE II	SYS	21,582	\$ 13.00	\$ 280,566.00
3	214-07202	GEOGRID, TYPE 1A, UNDISTRIBUTED	SYS	23,198	\$ 4.50	\$ 104,391.00
4	303-01180	COMPACTED AGGREGATE, NO. 53	TON	408	\$ 50.00	\$ 20,400.00
5	304-07490	HMA PATCHING, TYPE B	TON	879	\$ 90.00	\$ 79,110.00
6	304-07493	WIDENING WITH HMA, TYPE B	TON	185	\$ 90.00	\$ 16,650.00
7	306-08036	MILLING, ASPHALT, 2 IN	SYS	8,923	\$ 1.30	\$ 11,599.90
8	306-08038	MILLING, ASPHALT, 4 IN	SYS	26,771	\$ 3.00	\$ 80,313.00
9	306-08042	MILLING, SCARIFICATION	SYS	12,100	\$ 0.75	\$ 9,075.00
10	306-12357	MILLING, ASPHALT, 6.5 IN	SYS	21,582	\$ 4.50	\$ 97,119.00
11	401-07321	HMA, TYPE B, 64, SURFACE, 9.5 mm	TON	5,448	\$ 68.00	\$ 370,464.00
12	401-07328	HMA, TYPE C, 70, SURFACE, 9.5 mm	TON	741	\$ 70.00	\$ 51,870.00
13	401-07390	HMA, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	10,861	\$ 60.00	\$ 651,660.00
14	402-07451	HMA WEDGE AND LEVEL, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	86	\$ 60.00	\$ 5,160.00
15	406-05521	ASPHALT FOR TACK COAT	TON	29	\$ 1.00	\$ 29.00
16	720-94841	CASTING, VALVE, ADJUST TO GRADE	EA	8	\$ 1,350.00	\$ 10,800.00
17	801-06775	MAINTAINING TRAFFIC	LS	1	\$ 50,000.00	\$ 50,000.00
18	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	14,112	\$ 0.55	\$ 7,761.60
19	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	14,206	\$ 0.55	\$ 7,813.30
20	808-75272	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN	LFT	96	\$ 20.00	\$ 1,920.00

21	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN	LFT	69	\$ 20.00	\$ 1,380.00
22	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	2	\$ 400.00	\$ 800.00
23	808-75330	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, PED XING	EA	2	\$ 600.00	\$ 1,200.00
24	808-75996	SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVE	EA	30	\$ 15.00	\$ 450.00
Total						\$ 1,985,689.80

Base Bid Amount in words for 2020 Resurfacing Project:

One million nine hundred eighty five thousand six hundred eighty nine Dollars and 80 /100

This price is the sum of the quoted unit prices multiplied by the quantity for each item as shown on the above Base Bid Itemized Proposal.

The undersigned encloses herewith a certified check or cashier's check payable to the City of Westfield, Indiana or a bidder's bond binding the undersigned and surety to the City of Westfield, Indiana, in the amount of

Ninety nine thousand two hundred eighty four and 49/100
Dollars (\$ 99,284.49),

which amount is not less than five percent (5%) of the base bid as set out above, guaranteeing that the undersigned will enter into Contract for the performance of the work once the Proposal is accepted. Form 96, Contractors Bid for Public Works, of the Indiana State Board of Accounts is also properly executed and attached hereto. A Non-collusion Affidavit, as required by the statutes of the State of Indiana, is properly executed and attached hereto, if not included on the Form 96.

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of 90 days from the date of receiving proposals by the City of Westfield, Indiana.

Receipt of Addenda No. 1 (5/6/2020) is hereby acknowledged.

Respectfully submitted,

Midwest Paving, LLC
Contractor
(Individual ☐) (Partnership ☒)
or (Corporation ☐)

By Matt Kelley

Title President

Dated:

May 12, 20 20 Address 16105 River Road
Noblesville, IN 46062

NOTE: The legal status of the Bidder, whether as an individual, partnership, or corporation, must be indicated above, and all pertinent information as required by the Specifications must be furnished.

CITY OF WESTFIELD, INDIANA

Section 3 – Page 6

Attachment 1

Each addenda shall be signed to prove receipt. If no addendums, the rest of Attachment 1 to be left intentionally blank.

**2020 Resurfacing Project
WESTFIELD, INDIANA**

ADDENDA NO. 1

DATE: May 6, 2020

To All Plan Buyers of Record:

The following items have been included:

- Contractor Questions and Answers

Should you desire to submit a bid, please do so on the basis of the information set out above.

Dustin Shoe
City of Westfield
Email: dshoe@westfield.in.gov
Phone: 317-450-6765

**PLEASE ACKNOWLEDGE THIS CONTRACT ADDENDA IN THE CONTRACT
DOCUMENTS WITHIN THE PROPOSAL BEFORE SUBMITTING YOUR BID.**

Matt Kelley Received 5/6/2020

Contractor Questions:

Q1: The process of construction of Crestview Subdivision is not very clear. We need clarification on Maintenance of Traffic, Will the local traffic be allowed to travel on the subgrade treatment? If built ½ at a time do asphalt wedges need to be placed at the 6 inch drop off?

A1: Local traffic should not be allowed to travel on the existing subgrade treatment if at all possible. Wedges of some kind will need to be utilized to maintain access for residents. The type of material used is up to the contractor. Local traffic can drive on the new subgrade treatment (Compacted Aggregate No. 53s).

Q2: What are the limits of the widening on Casey Road? I can't find any description of the widening. All I can assume is that the area is the same as the Geogrid. I just need to know where it is located on Casey Rd and the length and width of it.

A2: There are multiple areas that will be widened. A list with dimensions is below.

- **NE corner of Casey Road and 186th Street**
 - **.5 x 30' x 17'**
- **SE corner of Casey Road and 186th Street**
 - **.5 x 22' x 25' + 28' x 4'**
- **West side of Casey Road starting at 186th Street and head South to first decel taper**
 - **640' x 6' (5' widening plus 1' into existing pavement)**
- **West side of Casey Road between William Trace Blvd and Crosswater Way**
 - **2' x 160' + 5' x 140'**

Q3: Will a "non wet" signature be acceptable on bid bond as well as potentially other bid documents.

A3: Electronic signatures will be accepted on all items for this project due to COVID-19.

Q4: Can you please provide a typical section and a location on each street for items #4(Compacted Aggregate, No. 53) and #6(Widening With HMA, Type B

A4: See answer A2 above for locations. The pavement section associated with this will be 5.5" HMA Base 25.0 mm on 12" Compacted Aggregate, No. 53 on Geogrid (if determined necessary). The HMA Intermediate and Surface will be placed on top of the widening. Those quantities are included in the associated pay items.

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – 2020 Resurfacing Project

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the 2020 Resurfacing Project, hereinafter referred to as the “Project”;

WHEREAS, Midwest Paving, LLC , hereinafter referred to as the “Vendor”, is the general contractor of the above reference project; and

WHEREAS, it is necessary for the City to require the Vendor to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program per Indiana Code.

NOW THEREFORE, the Vendor agrees to have enrolled in and verified the work eligibility status of all newly hired employees through the E-Verify program and does not knowingly employ illegal aliens. The Vendor clearly understands the regulations and penalties stated in the Indiana Code should conflicts arise.


Signature: _____

Matt Kelley
Printed Name: _____

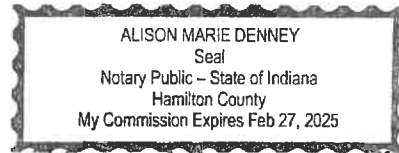
Signature: _____

Printed Name: _____

STATE OF INDIANA:

COUNTY OF Hamilton :

SS:



Before me the undersigned, a Notary Public in and for said State and County, personally appeared of Midwest Paving, LLC the general contractor and acknowledge the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 12th day of May, 2020

Signature

Printed Name

My Commission expires 2/27/2025

I am a resident of Hamilton County.

CITY OF WESTFIELD BY:

, Director of Public Works

STATE OF INDIANA:

SS:

COUNTY OF HAMILTON:

Before me the undersigned, a Notary Public in and for said State and County, personally appeared _____, Director of Public Works, and acknowledges the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein.

Witness my hand and Notarial Seal this _____ day of _____, 20__

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

This instrument prepared by: Brian J. Zaiger, Attorney, Krieg-Devault Attorneys at Law, 12800 N. Meridian St. Ste. 300, Carmel, IN 46032

BID OF

Midwest Paving LLC

(Contractor)

16105 River Road

(Address)

Noblesville, IN 46062

FOR

PUBLIC WORKS PROJECTS

OF

City of Westfield, IN

2020 Resurfacing Project

Boone County Project #2020-02

Filed May 12th, 2020

Action taken



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

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

Date (month, day, year): May 12, 2020

1. Governmental Unit (Owner): City of Westfield, IN

2. County : Hamilton

3. Bidder (Firm): Midwest Paving LLC 46-1269427

Address: 16105 River Road

City/State/ZIPcode: Noblesville, In 46062

4. Telephone Number: 317-776-8925

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 2020 Resurfacing Project

(Governmental Unit) in accordance with plans and specifications prepared by City of Westfield Public Works Dept.

2706 East 171st Street, Westfield, IN 46074

and dated April 13, 2020

for the sum of

one million nine hundred eighty five thousand six hundred \$ 1,985,689.⁸⁰
eighty nine dollars and 80/100

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 \$150,000 or more – IC 36-1-12-4)

Governmental Unit: City of Westfield, IN

Bidder (Firm) Midwest Paving LLC 46-1269427

Date (month, day, year): May 12, 2020

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
1,071,579.68	Road Rehabilitation	November, 2018	Zionsville 2018 CCMG
1,947,316.25	Resurfacing	November, 2018	Westfield 2018 Resurfacing
2,970,798.45	Resurfacing	November, 2019	Westfield 2019
609,629.24	Resurfacing	September 2019	Westfield Midland Trace Trail Ph 3

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
234,675.70	Road Construction	Spring 2020	Vandalia Overlook Sec 2
277,642.00	Road Construction	Spring 2020	876 Sanitary Sewer Town of Zionsville
2,803,905.00	Road Construction	Spring 2020	US 31 Watermain City of Carmel
213,765.40	HMA Overlay	6/30/2020	CR 400 Shelby Co

3. Have you ever failed to complete any work awarded to you? no If so, where and why?

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

Valenti Held Developers Allan Valenti 317-769-6922

Detroit Salt Company John Shook 313-841-5144

Pulte Homes of Indiana Joe Marx 847-489-8816

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, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Per Plans and Specifications all equipment as needed to perform said work.

2. Please list the names and addresses of all 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.

Indiana Signs and Barricades, Gridlock, Highway Safety Services

Javelina Milling, Mamco, Specialties Milling, McCrite Milling, CE Hughes -Milling

Calumet Civil Contractors, OLCO -Concrete

Pendleton Trucking

Otto's Parking Marking, Indiana Traffic Systems - Pavement Markings

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 will 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.

A list will be provided upon request.

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

All as necessary to perform work.

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.

yes

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 V OATH AND AFFIRMATION

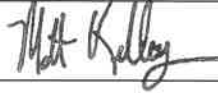
I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Noblesville this 12th day of May, 2020

Midwest Paving LLC 46-1269427

(Name of Organization)

By



Matt Kelley - President

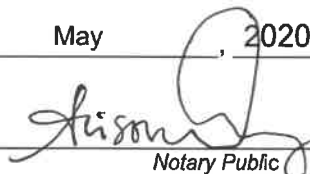
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Hamilton) ss

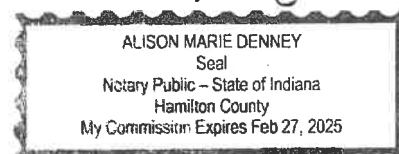
Before me, a Notary Public, personally appeared the above-named Matt Kelley and
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 12th day of May, 2020.


Notary Public

My Commission Expires: 02/27/2025

County of Residence: Hamilton



Bid Bond

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Midwest Paving, LLC
16105 River Road, Noblesville, IN 46062

SURETY (Name, and Address of Principal Place of Business):

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056

OWNER (Name and Address):

City of Westfield, Indiana
2706 E. 171st Street, Westfield, IN 46074

BID

Bid Due Date: May 12, 2020

Description (Project Name—Include Location): 2020 Resurfacing Project

BOND

Bond Number: Bid Bond

Date: May 12, 2020

Penal sum Five Percent of Amount Bid

\$ 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Midwest Paving, LLC (Seal)
Bidder's Name and Corporate Seal

By: Matt Kelley
Signature

Matt Kelley
Print Name

President
Title

Attest: [Signature]
Signature
Contract Administrator
Title

SURETY

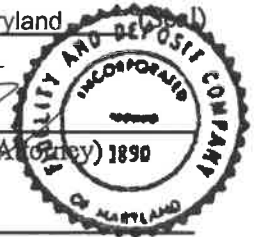
Fidelity and Deposit Company of Maryland
Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney) 1890

David M. Oliger
Print Name

Attorney-in-Fact
Title

Attest: Anna C. Oliger
Signature
Administrative Assistant
Title



Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Bond Number Bid Bond

Obligee City of Westfield, Indiana

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint David M. Olinger, its true and lawful agent and Attorney-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 and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

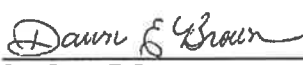
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of June, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: Robert D. Murray
Vice President




By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.




Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12th day of May, 2020.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

INDIANA DEPARTMENT OF TRANSPORTATION
INDIANAPOLIS, INDIANA

PREQUALIFIED CONTRACTORS

Friday, February 28, 2020

3D COMPANY INC
3200 E CR 350N

VALID FOR BIDDING DATE: 5/1/2019
EXPIRATION DATE: 4/30/2020
TELEPHONE: (765)288-3326 FAX: (765)288-3344

MUNCIE, IN 47303

0103 3-SIDED BOX STRUCTURE(S) W/SPAN>20FT
0155 TEMPORARY EROSION AND SEDIMENT CONTROL
0292 SEWER TELEVISIONING
C(B) LIGHT GRADING
E(E) SMALL STRUCTURES AND DRAINAGE ITEMS
E(F) SURFACE MASONRY AND MISC CONCRETE
E(H) DEEP SEWER AND/OR EXCAVATION
E(I) PERMANENT SEEDING, SODDING, AND TOP SOIL
E(T) DEMOLITION

A & A SAFETY INC
1126 FERRIS ROAD

VALID FOR BIDDING DATE: 5/1/2019
EXPIRATION DATE: 4/30/2020
TELEPHONE: (513)943-6100 FAX: (513)943-6106

AMELIA, OH 45102

0196 PVMT HIGH FRICTION SURFACE TREATMENT
0320 TRAFFIC CONTROL: SNOWPLOWABLE MARKERS
0405 WATER BLASTING
E(D) TRAFFIC CONTROL: SIGN INSTALLATION
E(F) SURFACE MASONRY AND MISC CONCRETE
E(G) TRAFFIC CONTROL: PAVEMENT MARKINGS
E(K) G. RAIL, CABLE BARRIER, CRASH ATTENUATION, FENCE

ABC CUTTING CONTRACTORS
5230 COMMERCE CIRCLE

VALID FOR BIDDING DATE: 6/26/2019
EXPIRATION DATE: 4/30/2020
TELEPHONE: (317)885-8989 FAX: (317)885-8980

INDIANAPOLIS, IN 46237

0092 CONCRETE DRILLING AND CORING
0095 CONCRETE PAVEMENT SAWING
0225 CONCRETE PAVEMENT GRINDING
0230 PVMT GRINDING, SCARIFICATION & RUMBLE STRIPS

ABHE & SVOBODA INC
18100 DAIRY LANE

VALID FOR BIDDING DATE: 6/18/2019
EXPIRATION DATE: 4/30/2020
TELEPHONE: (952)447-6025 FAX: (952)447-1000

JORDAN, MN 55352

0140 EPOXY COATINGS
0297 ABRASIVE BLASTING
0335 SPECIAL COATINGS & WATERPROOFING SYSTEMS
0340 STRUCTURAL CONCRETE REPAIR
0341 BRIDGE EXPANSION JOINTS
0998 CLEANING & PAINTING BRIDGES: SSPC QP1
E(L) STRUCTURAL STEEL ERECTION
E(M) CLEANING & PAINTING BRIDGES: SSPC QP2

0285 GROUTING
0290 SEWER AND PIPE CLEANING AND LINING
0385 TUNNELING AND SHAFTS
C(B) LIGHT GRADING
E(E) SMALL STRUCTURES AND DRAINAGE ITEMS
E(F) SURFACE MASONRY AND MISC CONCRETE
E(H) DEEP SEWER AND/OR EXCAVATION

MIDWEST PAVING LLC

16105 RIVER ROAD

VALID FOR BIDDING DATE: 5/1/2019

EXPIRATION DATE: 4/30/2020

TELEPHONE: (317)776-8925 FAX: (317)776-8921

NOBLESVILLE, IN 46062

Extended to 6/30/2020 by INDOT on 3/27/2020

C(B) LIGHT GRADING
E(B) ASPHALT PVMT: W/O INDOT CERT HMA PLANT
E(E) SMALL STRUCTURES AND DRAINAGE ITEMS
E(H) DEEP SEWER AND/OR EXCAVATION
E(R) ASPHALT PAVEMENT MILLING

MIDWEST SEEDLING SUPPLY INC

534 SPUNKY RIDGE ROAD

VALID FOR BIDDING DATE: 11/29/2019

EXPIRATION DATE: 2/22/2021

TELEPHONE: (217)584-1125 FAX: (217)584-1112

MEREDOSIA, IL 62665

0155 TEMPORARY EROSION AND SEDIMENT CONTROL
C(B) LIGHT GRADING
E(I) PERMANENT SEEDING, SODDING, AND TOP SOIL
E(J) LANDSCAPING
E(N) VEGETATION CONTROL
E(S) ROADSIDE MOWING

MIDWESTERN ELECTRIC INC

1620 EAST CHICAGO AVENUE

VALID FOR BIDDING DATE: 5/1/2019

EXPIRATION DATE: 4/30/2020

TELEPHONE: (219)397-4444 FAX: (219)397-8888

EAST CHICAGO, IN 46312

0112 TRENCHLESS PIPE INSTALLATION
0137 ELECTRICAL TRANSMISSION AND DISTRIBUTION
0165 TRAFFIC CONTROL: HIGHWAY LIGHTING
0188 FORCE MAINS AND LIFT STATIONS
0190 LIGHTING MAINTENANCE
0377 TRAFFIC CONTROL: SIGNAL MAINTENANCE
0450 TELECOM INSTALLATION & CONNECT
E(A) TRAFFIC CONTROL: SIGNAL INSTALLATION
E(D) TRAFFIC CONTROL: SIGN INSTALLATION
E(F) SURFACE MASONRY AND MISC CONCRETE
E(Q) CONCRETE PAVEMENT: REPAIRS

MILCON CONCRETE INC

1360 S COUNTY ROAD 25A

VALID FOR BIDDING DATE: 5/1/2019

EXPIRATION DATE: 4/30/2020

TELEPHONE: (937)339-6274 FAX: (937)335-9881

TROY, OH 45373

A(B) CONCRETE PAVEMENT: LIMITED
C(B) LIGHT GRADING
E(E) SMALL STRUCTURES AND DRAINAGE ITEMS
E(H) DEEP SEWER AND/OR EXCAVATION
E(T) DEMOLITION

BUSINESS INFORMATION
CONNIE LAWSON
INDIANA SECRETARY OF STATE
10/08/2019 02:45 PM

Business Details

Business Name: **MIDWEST PAVING LLC** Business ID: **2012101700042**
Entity Type: **Domestic Limited Liability Company** Business Status: **Active**
Creation Date: **10/16/2012** Inactive Date:
Principal Office Address: **16105 RIVER RD, NOBLESVILLE, IN, 46062, USA** Expiration Date: **Perpetual**
Jurisdiction of Formation: **Indiana** Business Entity Report Due Date: **10/31/2020**
Years Due:

Principal Information

Title	Name	Address
President	Matt Kelley	1529 Bayswater Lane, Cicero, IN, 46034, USA
Vice President	Douglas Denney	1423 AR Les Drive, Noblesville, IN, 46060, USA

Registered Agent Information

Type: **Individual**
Name: **MATTHEW KELLEY**
Address: **1529 BAYSWATER LANE, Cicero, IN, 46034, USA**

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Midwest Paving, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

16105 River Road

6 City, state, and ZIP code

Noblesville, IN 46062

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 6 - 1 2 6 9 4 2 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Matthew Kelley

Date ►

1/1/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

MIDWEST PAVING, LLC & SUBSIDIARY

FINANCIAL STATEMENTS

Together with Independent Accountants' Review Report
December 31, 2018 and 2017

GREENWALT^{CPAs}

We Deliver Peace of Mind



INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Shareholders of
Midwest Paving, LLC and Subsidiary:

We have reviewed the accompanying consolidated financial statements of Midwest Paving, LLC (an Indiana corporation) and Subsidiary, which comprise the consolidated balance sheets as of December 31, 2018 and 2017, and the related consolidated statements of income and retained earnings, and cash flows for the years then ended, and the related notes to the consolidated financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the consolidated financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the consolidated financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the consolidated financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountants' Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying consolidated financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Greenwalt CPAs, Inc.

April 12, 2019

MIDWEST PAVING, LLC AND SUBSIDIARY
CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2018 AND 2017

ASSETS

CURRENT ASSETS

	2018	2017
Cash	\$ 1,094,705	\$ 607,565
Accounts receivable, including retainage	4,664,993	2,995,331
Prepaid expenses	25,855	-
Costs and estimated earnings in excess of related billings on uncompleted contracts	131,553	9,933
<i>Total current assets</i>	<u>5,917,106</u>	<u>3,612,829</u>

PROPERTY AND EQUIPMENT

Construction equipment	2,627,209	1,874,417
Vehicles and trailers	490,862	515,955
Software	28,144	28,144
Computers	9,252	9,252
Less accumulated depreciation and amortization	<u>3,155,467</u>	<u>2,427,768</u>
	<u>(1,086,441)</u>	<u>(770,853)</u>
<i>Net property and equipment</i>	<u>2,069,026</u>	<u>1,656,915</u>

LIABILITIES AND SHAREHOLDERS' EQUITY

CURRENT LIABILITIES

	2018	2017
Current portion of notes payable	\$ 262,188	\$ 202,949
Current portion of capital lease obligations	118,793	78,237
Accounts payable	2,772,189	2,020,576
Accrued expenses	56,456	25,051
Billings in excess of related costs and estimated earnings on uncompleted contracts	275,969	355,739
<i>Total current liabilities</i>	<u>3,485,595</u>	<u>2,682,552</u>

LONG-TERM LIABILITIES

Lines of credit	332,984	-
Related party line of credit	-	239,494
Notes payable, net of current portion	447,774	270,819
Related party note payable, net of debt issuance costs	-	144,103
Capital lease obligations, net of current portion	<u>432,254</u>	<u>391,736</u>

Total long-term liabilities

	<u>1,213,012</u>	<u>1,046,152</u>
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Total liabilities

SHAREHOLDERS' EQUITY

Common stock, 100 shares authorized, issued, and outstanding	100	100
Retained earnings	<u>3,287,425</u>	<u>1,540,940</u>

Total shareholders' equity

	<u>\$ 7,986,132</u>	<u>\$ 5,269,744</u>
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See independent accountants' review report and the accompanying notes to financial statements.

MIDWEST PAVING, LLC AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF INCOME AND RETAINED EARNINGS
FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
CONTRACT REVENUE	\$ 16,074,084	\$ 11,910,209
COST OF REVENUE	<u>13,038,087</u>	<u>10,835,669</u>
GROSS PROFIT	3,035,997	1,074,540
GROSS PROFIT PERCENTAGE	<u>18.9%</u>	<u>9.0%</u>
GENERAL AND ADMINISTRATIVE EXPENSES	<u>1,154,017</u>	<u>977,353</u>
INCOME FROM OPERATIONS	<u>1,881,980</u>	<u>97,187</u>
OTHER INCOME (EXPENSE)		
Interest expense	(93,664)	(77,206)
Other income	<u>-</u>	<u>33,000</u>
<i>Total other expense, net</i>	<u>(93,664)</u>	<u>(44,206)</u>
NET INCOME	1,788,316	52,981
RETAINED EARNINGS, BEGINNING OF YEAR	1,540,940	1,654,545
LESS - DISTRIBUTIONS	<u>(41,831)</u>	<u>(166,586)</u>
RETAINED EARNINGS, END OF YEAR	<u>\$ 3,287,425</u>	<u>\$ 1,540,940</u>

MIDWEST PAVING, LLC AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

Page 1 of 2

INCREASE IN CASH

	<u>2018</u>	<u>2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from customers	\$ 14,075,436	\$ 12,091,833
Cash paid to suppliers and employees	(12,978,506)	(11,232,737)
Interest paid	(93,664)	(77,206)
Other income	-	33,000
<i>Net cash provided by operating activities</i>	<u>1,003,266</u>	<u>814,890</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of property and equipment	33,432	-
Capital expenditures	(37,141)	(149,652)
<i>Net cash used in investing activities</i>	<u>(3,709)</u>	<u>(149,652)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from notes payable	13,763	-
Principal payments on notes payable	(250,233)	(165,482)
Principal payments on capital lease obligations	(177,606)	(99,762)
Payments on lines of credit, net	(35,510)	-
Payments on related party line of credit	(21,000)	(26,543)
Principal payments on related party note payable, net of debt issuance costs	-	(29,415)
Shareholder distributions	(41,831)	(166,586)
<i>Net cash used in financing activities</i>	<u>(512,417)</u>	<u>(487,788)</u>
INCREASE IN CASH	<u>487,140</u>	<u>177,450</u>
CASH, BEGINNING OF YEAR	<u>607,565</u>	<u>430,115</u>
CASH, END OF YEAR	<u><u>\$ 1,094,705</u></u>	<u><u>\$ 607,565</u></u>
SUPPLEMENTAL SCHEDULE OF NON-CASH INVESTING AND FINANCING ACTIVITIES:		
Equipment financed with notes payable	\$ 202,000	\$ 74,181
Capital leases refinanced to a note payable	294,692	-
Note payable refinanced	100,725	-
Note payable paid by insurance for totaled vehicle	24,028	-
Equipment financed with capital lease obligation	553,372	-
Related party line of credit refinanced to line of credit	218,494	-
Related party note payable refinanced to line of credit	150,000	-
Debt issuance costs included in related party note payable	-	5,897
	<u><u>\$ 1,543,311</u></u>	<u><u>\$ 80,078</u></u>

See independent accountants' review report and the accompanying notes to financial statements.

MIDWEST PAVING, LLC AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS, CONTINUED
FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

Page 2 of 2

RECONCILIATION OF NET INCOME TO NET CASH
PROVIDED BY OPERATING ACTIVITIES

	<u>2018</u>	<u>2017</u>
NET INCOME	<u>\$ 1,788,316</u>	<u>\$ 52,981</u>
ADJUSTMENTS TO RECONCILE NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Depreciation and amortization	343,444	358,739
Debt issuance costs written off due to refinance of related party note payable	5,897	-
(Gain) loss on sale and disposal of property and equipment	(20,502)	1,705
<i>(Increase) decrease in operating assets:</i>		
Accounts receivable, including retainage	(1,669,662)	69,323
Prepaid expenses	(25,855)	-
Costs and estimated earnings in excess of related billings on uncompleted contracts	(121,620)	88,188
<i>Increase (decrease) in operating liabilities:</i>		
Accounts payable	751,613	215,211
Accrued expenses	31,405	(24,488)
Billings in excess of related costs and estimated earnings on uncompleted contracts	<u>(79,770)</u>	<u>53,231</u>
<i>Total adjustments</i>	<u>(785,050)</u>	<u>761,909</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u><u>\$ 1,003,266</u></u>	<u><u>\$ 814,890</u></u>

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

DESCRIPTION OF BUSINESS

Midwest Paving, LLC ("MWP") is an asphalt paving contractor operating primarily in central Indiana. The company performs primarily under fixed price contracts that vary in length but are normally completed within one year. KD Unlimited, LLC ("KDU") is a wholly-owned subsidiary of MWP and is primarily a trucking company which provides heavy construction trucking services for customers in central Indiana. MWP and KDU together are known as the "Company".

BASIS OF ACCOUNTING AND USE OF ESTIMATES

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

PRINCIPLES OF CONSOLIDATION

MWP and KDU follow the consolidation of all-majority owned subsidiaries topic of the Financial Accounting Standards Board (FASB) Codification. Accordingly, the accounts of both companies are included in the consolidated financial statements. All significant intercompany transactions have been eliminated in consolidation.

REVENUE AND COST RECOGNITION

Revenues from construction contracts are recognized on the percentage-of-completion method, measured by the percentage of costs incurred to date to estimated total costs for each contract. This method is used because management considers expended costs to be the best available measure of progress on these contracts. Because of the inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change in the near term. Revenue from time and material jobs is recognized on the basis of costs incurred during the period plus the margin earned.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance. General and administrative costs are charged to operating expenses as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which the losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and revenue, and are recognized in the period in which the revisions are determined.

The asset, "Costs and estimated earnings in excess of related billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "billings in excess of related costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized.

UNINSURED CASH

The Company has maintained cash balances at one institution located in Zionsville, Indiana. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. At December 31, 2018 and 2017, the Company's uninsured cash balances totaled approximately \$862,000 and \$396,000.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

RECEIVABLES UNDER CONTRACT AND CREDIT POLICIES

The Company grants credit to customers substantially all of which are state and local governments and related agencies, and other contractors or developers in Indiana. Accounts receivable represent billings for work performed pursuant to fixed price contracts and time and material jobs. Contract terms generally dictate scheduled billing dates, payment terms and retainage amounts. In general, the Company does not record interest on past due accounts. On nonpublic work, the Company maintains lien rights to protect its right to receive payment for services rendered. Upon receipt of payment, lien rights are waived. If required by the contract, retainage is withheld by the customer pending completion and acceptance of the job. The retainage amount varies by contract, but is generally 5% to 10% of the contract amount.

Payments of contract receivables are allocated to the specific invoices identified on the customer's remittance advice or, if unspecified, are applied to the earliest unpaid invoices.

The carrying amount of accounts receivable is reduced by an allowance that reflects management's best estimate of the amounts that will not be collected. Management individually reviews all accounts receivable balances that exceed 90 days from invoice date and, based on an assessment of current creditworthiness, estimates the portion, if any, of the balance that will not be collected. At December 31, 2018 and 2017, the Company had no allowance for doubtful accounts.

PROPERTY AND EQUIPMENT

Property and equipment is recorded at cost and is depreciated over the estimated useful lives (generally 3 to 10 years) using the straight-line method. Repairs and maintenance are expensed as incurred.

ADVERTISING

The Company incurred \$1,425 and \$1,914 of advertising expense for the years ended December 31, 2018 and 2017, respectively. These costs were expensed as incurred.

SUBSEQUENT EVENTS

Subsequent events have been evaluated by management through April 12, 2019, which is the date the financial statements were available to be issued.

2. ACCOUNTS RECEIVABLE

Accounts receivable was comprised of the following at December 31:

	<u>2018</u>	<u>2017</u>
Accounts receivable	\$ 3,933,834	\$ 2,822,613
Retainage	<u>731,159</u>	<u>172,718</u>
Total	<u>\$ 4,664,993</u>	<u>\$ 2,995,331</u>

MIDWEST PAVING, LLC AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

3. CONSTRUCTION IN PROGRESS

Contracts in progress are comprised as follows as of December 31:

	<u>2018</u>	<u>2017</u>
Costs incurred on uncompleted contracts	\$ 2,582,387	\$ 2,393,169
Estimated earnings recognized	<u>650,444</u>	<u>761,710</u>
	3,232,831	3,154,879
Less – billings to date	<u>3,377,247</u>	<u>3,500,685</u>
	<u>\$ (144,416)</u>	<u>\$ (345,806)</u>

Contracts in progress are included in the accompanying balance sheets under the following captions:

	<u>2018</u>	<u>2017</u>
Costs and estimated earnings in excess of related billings on uncompleted contracts	\$ 131,553	\$ 9,933
Billings in excess of related costs and estimated earnings on uncompleted contracts	<u>(275,969)</u>	<u>(355,739)</u>
	<u>\$ (144,416)</u>	<u>\$ (345,806)</u>

4. NOTES PAYABLE AND RELATED PARTY NOTE PAYABLE

Long-term debt was comprised of the following at December 31:

	<u>2018</u>	<u>2017</u>
Note payable to related party in annual principal installments of \$30,000, plus interest at 5%, with final balloon payment due at maturity in February 2018. * Guaranteed by the shareholders.	\$ -	\$ 150,000
Note payable in monthly installments of \$360, including interest at 3.65% through maturity in March 2019. Secured by a vehicle.	1,073	5,271
Note payable in nine monthly installments per year at \$1,589 per month, non-interest bearing through maturity in October 2019. Secured by equipment.	11,120	25,418
Note payable in nine monthly installments per year at \$1,732 per month, including interest at 3.6% through maturity in April 2020. Guaranteed by the shareholders and secured by equipment.	16,907	31,551

MIDWEST PAVING, LLC AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

4. NOTES PAYABLE AND RELATED PARTY NOTE PAYABLE, CONTINUED

Note payable in monthly installments of \$1,672, including interest at prime plus 2.75% (8.25% at December 31, 2018) through maturity in May 2025. Guaranteed by the shareholders. Refinanced March 2018 with a note below.	\$ -	\$ 107,001
Note payable in nine monthly installments per year at \$2,400 per month, including interest at 3.6% through maturity in April 2020. Guaranteed by the shareholders and secured by equipment.	23,429	43,721
Note payable in monthly installments of \$646, including interest at 5.89% through maturity in June 2021. Secured by a vehicle. **	-	24,546
Note payable in monthly installments of \$658, including interest at 5.89% through maturity in June 2021. Secured by a vehicle.	18,412	25,004
Note payable in monthly installments of \$619, including interest at 2.9% through maturity in June 2021. Secured by a vehicle.	17,908	24,713
Note payable in monthly installments of \$6,175, including interest at 1.5% through maturity in August 2019. Guaranteed by the shareholders and secured by equipment.	49,122	121,890
Note payable in ten monthly installments per year at \$2,813, including interest at 4.38% through maturity in June 2020. Secured by equipment.	38,902	64,653
Note payable in monthly payments of \$8,483, including interest at the 3 year US Treasury rate plus 2.5% (4.96% at December 31, 2018) through April 2023. Secured by substantially all the assets of the Company.	396,888	-
Note payable in monthly installments of \$3,759, including variable interest rates of 4.75% through April 2021 then 3 year US Treasury rate plus 3% through maturity in April 2023. Secured by substantially all the assets of the Company.	136,201	-
	709,962	623,768

4. NOTES PAYABLE AND RELATED PARTY NOTE PAYABLE, CONTINUED

Less – unamortized debt issuance costs	-	(5,897)
Less - current maturities	<u>(262,188)</u>	<u>(202,949)</u>
Long-term portion, less unamortized debt issuance costs	<u>\$ 447,774</u>	<u>\$ 414,922</u>

* On March 22, 2018, this note was refinanced into a revolving line of credit with a bank available for working capital borrowings up to a maximum amount of \$500,000 which matures in April 2020. See Note 6.

** In January 2018, this note was paid in full by an insurance company due to the vehicle being totaled.

Aggregate maturities of notes payable for the years ending December 31 are as follows:

2019	\$ 262,188
2020	160,618
2021	144,208
2022	109,732
2023	<u>33,216</u>
	<u>\$ 709,962</u>

5. CAPITAL LEASE OBLIGATIONS

The Company had a capital lease arrangement for equipment with a total cost of \$498,545. This capital lease was refinanced into a note payable during March 2018. The present values of future minimum lease payments at inception of the lease have been capitalized and are included in property and equipment. Accumulated amortization on the equipment was \$195,857 and \$124,636 at December 31, 2018 and 2017, respectively.

The Company has equity-building flex agreements determined to be capital leases of equipment with a total cost of \$307,900. The present values of future minimum lease payments at inception of the leases have been capitalized and are included in property and equipment. Accumulated amortization on the equipment was \$120,961 and \$76,975 at December 31, 2018 and 2017, respectively. The leases have terms of 48 months and require nine monthly lease payments annually that total \$4,441 maturing in April 2020, with a bargain purchase option balloon payment at the end of the lease.

During 2018, the Company entered into another capital lease arrangement for equipment with a total cost of \$553,372. The present value of future minimum lease payments at inception of the lease has been capitalized and is included in property and equipment. Accumulated amortization on the equipment was \$13,834 at December 31, 2018. The lease has a term of 36 months with a monthly payment of \$7,169 maturing in November 2021, with a bargain purchase option balloon payment at the end of the lease.

5. CAPITAL LEASE OBLIGATIONS, CONTINUED

The future aggregate minimum lease payments are as follows for the years ending December 31:

2019	\$ 126,000
2020	192,645
2021	241,548
Less - amount representing interest	<u>(9,146)</u>
Present value of future minimum lease payments	551,047
Less - current portion	<u>(118,793)</u>
	<u>\$ 432,254</u>

6. LINE OF CREDIT AND RELATED PARTY LINE OF CREDIT

The Company had a revolving line of credit available for working capital borrowings up to a maximum amount of \$400,000 to a relative of the majority shareholder of which \$239,494 was outstanding at December 31, 2017. In March 2018, the related party line of credit was refinanced into a new line of credit at a bank. The new revolving line of credit available for working capital borrowings up to a maximum amount of \$500,000 which is due April 2020, of which \$210,605 was outstanding at December 31, 2018. Borrowings under the line of credit bear interest at the bank's prime rate (5.5% at December 31, 2018). Such borrowings are secured by substantially all assets of the Company and are guaranteed by the shareholders of the Company. The line of credit requires the Company to maintain specified financial covenants. At December 31, 2018, the Company was in compliance with all covenants.

In March 2018, a note was refinanced into a different revolving line of credit with a bank available for working capital borrowings up to a maximum amount of \$500,000 which matures in April 2020. The line had an outstanding balance of \$122,379 December 31, 2018. Borrowings under the line of credit bear interest at the bank's prime rate (5.5% at December 31, 2018). Such borrowings are secured by a mortgage of a related party and are guaranteed by the shareholders of the Company and the related party.

7. OPERATING LEASE

The Company leases a facility on a month to month basis for \$300 per month. The rental expense for this operating lease was \$4,200 and \$3,600 for the years ended December 31, 2018 and 2017, respectively.

8. MULTI-EMPLOYER DEFINED BENEFIT PLANS

In connection with the Company's agreements with the various unions, the Company participates with other companies in the construction industry in defined benefit pension plans. These multi-employer plans cover all of the Company's employees who are members of these unions. The risks of participating in these multi-employer plans are different from single-employer plans in the following aspects:

1. Assets contributed to the multi-employer plan by one employer may be used to provide benefits to employees of other participating employers.
2. If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers.

8. MULTI-EMPLOYER DEFINED BENEFIT PLANS, CONTINUED

3. If the Company chooses to stop participating in its multi-employer plan, it may be required to pay that plan an amount based on the underfunded status of the plan, referred to as a withdrawal liability. At this time, the Company has not established any liabilities because withdrawal from these plans are not probable.

Company participation in these plans for the annual period ended December 31, 2018 is outlined in the table below. The "EIN/Pension Plan Number" column provides the Employee Identification Number (EIN) and the three-digit plan number assigned to the plan by the Internal Revenue Service, if applicable.

Unless otherwise noted, the most recent "Pension Protection Act (PPA) Zone Status" available to management at December 31, 2018 is for the plans' most recent year end. The zone status is based on information that the Company received from the plans and is certified by the plans' actuaries. A plan in the "red" zone has been determined to be in "critical status," based on criteria established under the Tax Code (the Code) and is generally less than 65% funded.

A plan in the "yellow" zone has been determined to be in "endangered status," based on criteria established under the Code and is generally greater than 65% and less than 80% funded. A plan in the "green" zone is generally at least 80% funded.

The "FIP/RP Status Pending/Implemented" column indicates plans for which a financial improvement plan (FIP), as required under the Code to be adopted by plans in the "yellow" zone, or a Rehabilitation Plan (RP), as required under the Code to be adopted by plans in the "red" zone, is either pending or has been implemented. The "Surcharge Imposed" column indicates whether the Company's contribution rate for 2018 included an amount in addition to the contribution rate specified in the applicable collective bargaining agreement, as imposed by a plan in "critical status," in accordance with the requirement of the Code. The last column lists the expiration dates of the collective bargaining agreements (CBA) to which the plan is subject.

<u>Pension Fund</u>	<u>EIN/ Pension Plan Number</u>	<u>PPA Zone Status 2018/2017</u>	<u>FIP/RP Status Pending/ Implemented</u>	<u>Company Contributions 2018</u>	<u>Surcharge Imposed</u>	<u>Expiration Date of CBA</u>
Indiana Laborers Pension Fund	35-6027150 Plan 001	Green	Yes	\$ 196,433	No	3/31/2022
Central Pension Fund of the International Union of Operating Engineers	36-6052390 Plan 001	Green	Yes	\$ 176,407	No	3/31/2023

9. RETIREMENT PLAN

The Company has a retirement plan in the form of a 401(k) plan for the benefit of its employees. Eligibility, employee pre-tax contributions, and vesting are defined by the plan. Each participant can make elective deferrals up to IRS limits. The Company may make discretionary profit sharing contributions to the plan. Company contributions to the plan for the years ended December 31, 2018 and 2017 were \$16,160 and \$4,563, respectively.

10. INCOME TAXES

As a limited liability company, the Company's owners have elected, under provisions of the Internal Revenue Code, to have the Company treated as a S-corporation, therefore the Company's income will be taxed directly to the owners. Accordingly, no federal and state income taxes have been included in these financial statements.

11. CONCENTRATIONS

For the year ended December 31, 2018, the Company had revenue from three significant customers totaling approximately 15%, 10%, and 12% of revenue. The Company had 11%, 11%, and 17% of accounts receivable including retainage due from these customers at December 31, 2018, respectively. For the year ended December 31, 2017, the Company had revenue from three significant customers totaling approximately 17%, 17%, and 12% of revenue. The Company had 18%, 0%, and 18% of accounts receivable including retainage due from these customers at December 31, 2017, respectively. The nature of the Company's operations is such that significant customers will exist and change from year to year.

12. CYBER THEFT

During 2018, the Company was hacked by a cyber thief. The thief sent an invoice to a customer of the Company with a differing address than the Company's. The customer then paid the invoice. The Company was able to recover a portion of the amount but not the entire payment. The Company wrote off the remaining uncollectible amount of \$51,072.

13. RECLASSIFICATIONS

Certain items in the 2017 financial statements have been reclassified to conform to the 2018 presentation. These reclassifications had no effect on retained earnings at December 31, 2017.

SECTION 3

PROPOSAL

CITY OF WESTFIELD, INDIANA

2020 Resurfacing Project

To: Westfield Public Works
2706 E. 171st Street
Westfield, Indiana 46074

Pursuant to the published "Advertisement for Bids", the undersigned has investigated the conditions affecting the cost of the proposed 2020 Resurfacing Project and having examined the site and understanding the requirements set forth in the Contract Documents, hereby proposes to provide and furnish all labor, materials, tools, equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the above work as required by said Contract Documents, including any and all addenda now on file in the Westfield Public Works office, City of Westfield, Indiana.

Project generally includes road reconstruction, milling, full depth patching, resurfacing, maintenance of traffic, and striping various thoroughfares and residential streets throughout the City of Westfield.

The project will be awarded to the lowest and most responsible bidder based on the combined total base bid plus any accepted alternates as selected by the Owner. The program will be located throughout the Westfield corporate limits.

The undersigned proposes to furnish all work for the construction of the 2020 Resurfacing Project, including all labor, materials, supplies, equipment and all appurtenances necessary to complete the work as per the drawings and the specifications for the following unit prices, to wit:

Schedule – The undersigned agrees to be substantially complete with the base bid work within 130 calendar days after the notice to proceed has been issued. All work shall therefore be complete within 30 calendar days of substantial completion. If work is not completed by the specified dates above, liquidated damages will be assessed at \$1,000.00 per day.

Bidder acknowledges the schedule of this contract (initial): 

The remainder of this page is intentionally left blank

Project Description

Base Bid

- **169th Street / David Brown Drive from Oak Ridge Road to Union Street (Appendix B)**
 - 4" Mill
 - Resurface - 1.5" HMA Surface on 2.5" HMA Intermediate
- **Casey Road from Ditch Road to 186th Street (Appendix C)**
 - 2" Mill and Resurface
 - Multiple full depth patches
 - Widening
 - Wedge and Leveling
- **Crestview Subdivision (Appendix D)**
 - Reconstruction of roadway
 - Remove existing asphalt plus 6" of subgrade
 - 1.5" HMA Surface on 5" HMA Intermediate on Subgrade Treatment, Type II on Geogrid
- **Maple Knoll Subdivision (Appendix E)**
 - 4" Mill
 - Resurface - 1.5" Surface on 2.5" Intermediate
- **Woodshire Subdivision (Appendix F)**
 - Multiple full depth patches
 - Scarification Milling
 - 1.5" HMA Surface

BASE BID ITEMIZED PROPOSAL

(SEE BREAKDOWN AT THE END OF THIS SECTION FOR FURTHER INFORMATION)

ID	ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 100,000.00	\$ 100,000.00
2	207-08264	SUBGRADE TREATMENT, TYPE II	SYS	21,582	\$ 15.00	\$ 323,730.00
3	214-07202	GEOGRID, TYPE 1A, UNDISTRIBUTED	SYS	23,198	\$ 4.20	\$ 97,431.60
4	303-01180	COMPACTED AGGREGATE, NO. 53	TON	408	\$ 35.00	\$ 14,280.00
5	304-07490	HMA PATCHING, TYPE B	TON	879	\$ 138.00	\$ 121,302.00
6	304-07493	WIDENING WITH HMA, TYPE B	TON	185	\$ 160.00	\$ 29,600.00
7	306-08036	MILLING, ASPHALT, 2 IN	SYS	8,923	\$ 2.00	\$ 17,846.00
8	306-08038	MILLING, ASPHALT, 4 IN	SYS	26,771	\$ 3.45	\$ 92,359.95
9	306-08042	MILLING, SCARIFICATION	SYS	12,100	\$ 1.25	\$ 15,125.00
10	306-12357	MILLING, ASPHALT, 6.5 IN	SYS	21,582	\$ 5.00	\$ 107,910.00
11	401-07321	HMA, TYPE B, 64, SURFACE, 9.5 mm	TON	5,448	\$ 78.00	\$ 424,944.00
12	401-07328	HMA, TYPE C, 70, SURFACE, 9.5 mm	TON	741	\$ 80.00	\$ 59,280.00
13	401-07390	HMA, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	10,861	\$ 65.00	\$ 705,965.00
14	402-07451	HMA WEDGE AND LEVEL, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	86	\$ 74.00	\$ 6,364.00
15	406-05521	ASPHALT FOR TACK COAT	TON	29	\$ 540.00	\$ 15,660.00
16	720-94841	CASTING, VALVE, ADJUST TO GRADE	EA	8	\$ 100.00	\$ 800.00
17	801-06775	MAINTAINING TRAFFIC	LS	1	\$ 84,877.55	\$ 84,877.55
18	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	14,112	\$ 0.55	\$ 7,761.60
19	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	14,206	\$ 0.55	\$ 7,813.30
20	808-75272	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN	LFT	96	\$ 20.00	\$ 1,920.00

21	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN	LFT	69	\$ 20.00	\$ 1,380.00
22	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	2	\$ 400.00	\$ 800.00
23	808-75330	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, PED XING	EA	2	\$ 600.00	\$ 1,200.00
24	808-75996	SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVE	EA	30	\$ 55.00	\$ 1,650.00
TOTAL						\$ 2,240,000.00

Base Bid Amount in words for 2020 Resurfacing Project:

Two Million Two Hundred Forty Thousand Dollars and 00/100

This price is the sum of the quoted unit prices multiplied by the quantity for each item as shown on the above Base Bid Itemized Proposal.

The undersigned encloses herewith a certified check or cashier's check payable to the City of Westfield, Indiana or a bidder's bond binding the undersigned and surety to the City of Westfield, Indiana, in the amount of

One Hundred Twelve Thousand
and 00/100 Dollars (\$ 112,000.00),

which amount is not less than five percent (5%) of the base bid as set out above, guaranteeing that the undersigned will enter into Contract for the performance of the work once the Proposal is accepted. Form 96, Contractors Bid for Public Works, of the Indiana State Board of Accounts is also properly executed and attached hereto. A Non-collusion Affidavit, as required by the statutes of the State of Indiana, is properly executed and attached hereto, if not included on the Form 96.

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of 90 days from the date of receiving proposals by the City of Westfield, Indiana.

Receipt of Addenda No. #1 - Dated 5/6/20 is hereby acknowledged.

Respectfully submitted,
MILESTONE CONTRACTORS, L.P. BY
CONTRACTORS UNITED, INC. - GENERAL PARTNER

Contractor LIMITED
(Individual ☐) (Partnership ☒)
or (Corporation ☐)

By Brad McCall
BRAD MCCALL

Title EXECUTIVE DIRECTOR OF ESTIMATING

Dated: MAY 12, 2020

Address 5950 SOUTH BELMONT AVENUE
INDIANAPOLIS, IN 46217

NOTE: The legal status of the Bidder, whether as an individual, partnership, or corporation, must be indicated above, and all pertinent information as required by the Specifications must be furnished.

CNA SURETY

Bid Bond

Bond No. Bid Bond

CONTRACTOR:

(Name, legal status and address)

Milestone Contractors, L.P.
P.O. Box 421459
Indianapolis, IN 46242-1459

SURETY: Continental Casualty Company

(Name, legal status and principal place of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Westfield
2706 East 171st Street
Westfield, IN 46074

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

2020 Resurfacing Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of May, 2020.

Milestone Contractors, L.P. By
Contractors United, Inc. - General Partner

(Principal) Brad McCall (Seal)

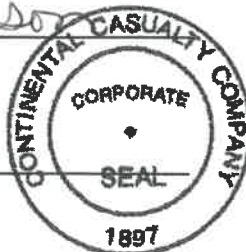
By: Brad McCall
(Title) Brad McCall Executive Director of Estimating
Continental Casualty Company

(Surety) Lisa M. Parsley (Seal)

By: Lisa M. Parsley
(Title) Lisa M. Parsley, Attorney-in-Fact

(Witness) Sherri Ann Thompson

Janet R. Becker
(Witness) Janet R. Becker



DATE: May 12, 2020

TO: City of Westfield

RE: CONTRACTOR: Milestone Contractors, L.P.

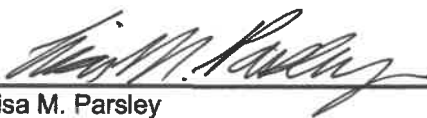
BID DATE: May 12, 2020

PROJECT: 2020 Resurfacing Project

The purpose of this letter is to advise that should the captioned contractor be the successful bidder, and enter into a contract for the described work, Continental Casualty Company will provide appropriate Performance and Payment Bonds, subject to the terms and conditions of the bid Milestone Contractors, L.P.

Continental Casualty Company

By:



Lisa M. Parsley

Attorney-in-fact



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Lisa M. Parsley , Individually

of Indianapolis, IN their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.:

Principal: Milestone Contractors, L.P.

Obligee: City of Westfield

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of February, 2018.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of February, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 12th day of May, 2020.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson
D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

LIST OF SUPPLIERS / SUBCONTRACTORS

2020 RESURFACING PROJECT

CITY OF WESTFIELD, INDIANA

<u>Subtrade</u>	<u>Proposed Subcontractor</u>	<u>Address</u>
Asphalt Milling	Mid America Milling	6200 E Hwy 62, Suite 400 Jeffersonville, IN 47130
Trucking	CMG Trucking	PO Box 421245 Indianapolis, IN 46242
Pavement Markings	Indiana Traffic Services	3865 North Commercial Parkway Greenfield, IN 46140
Aggregates	Martin Marietta	4700 E 96th Street Indianapolis, IN 46240
Geogrid	D2 Land and water	2600 Bloyd Ave Indianapolis, IN 46218
Asphalt	Milestone	7661 N. Perimeter Rd, Suite 200 Indianapolis, IN 46241

The Bidder shall make an entry against each possible subtrade by naming the subtrade and the proposed subcontractor that will perform the work. The Bidder shall name all subtrades to be self performed and label as such.

Failure by a Bidder to comply with the foregoing requirements may result in his bid being disqualified.

BID OF

MILESTONE CONTRACTORS, L.P.
(Contractor)

5950 SOUTH BELMONT AVENUE / PO BOX 421459
(Address)

INDIANAPOLIS, INDIANA 46217 / 46242-1459

FOR

PUBLIC WORKS PROJECTS

OF

CITY OF WESTFIELD

2706 WAST 171ST STREET

WESTFIELD, IN 46074

Filed MAY 12, 2020

Action Taken



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

Slate Form 52414 (R2 /2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

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

Date: MAY 12, 2020

1. Governmental Unit (Owner): CITY OF WESTFIELD
2. County: HAMILTON
3. Bidder (Firm): MILESTONE CONTRACTORS, L.P.
Address: 5950 SOUTH BELMONT AVENUE / PO BOX 421459
City/State: INDIANAPOLIS, INDIANA 46217 / 46242-1459
4. Telephone Number: (317) 788-6885
5. Agent of Bidder (if applicable): BRAD MCCALL

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of CITY OF WESTFIELD

(Governmental Unit) in accordance with plans and specifications prepared by CITY OF WESTFIELD

2706 EAST 171ST STREET, WESTFIELD, IN 46074 and dated APRIL 13, 2020 for the sum of

TWO MILLION TWO HUNDRED FORTY THOUSAND AND 00/100 DOLLARS \$ \$2,240,000.00

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 the 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 \$150,000 or more – (IC 36-1-12-4))

Governmental Unit: CITY OF WESTFIELD

Bidder (Firm): MILESTONE CONTRACTORS, L.P.

Date (month, day, year): MAY 12, 2020

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
\$9,997,000.00	ROAD CONSTRUCTION	2019	INDIANA DEPARTMENT OF TRANSPORTATION, R-37492-A, 32 SOUTH BROADWAY ST., GREENFIELD, IN
\$6,583,677.66	ROAD CONSTRUCTION	2019	INDIANA DEPARTMENT OF TRANSPORTATION, RS-39977-A, 41 WEST 300 NORTH, CRAWFORDSVILLE, IN
\$4,576,500.00	ROAD CONSTRUCTION	2019	ANDERSON MUNICIPAL AIRPORT, RUNWAY 12-30 REHABILITATION, 282 AIRPORT RD., ANDERSON, IN
\$60,837,502.00	ROAD CONSTRUCTION	2019	INDIANA DEPARTMENT OF TRANSPORTATION, R-39226-A, 185 AGRICO LANE, SEYMOUR, IN

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
\$16,290,000.00	ROAD CONSTRUCTION	2021	INDIANA DEPARTMENT OF TRANSPORTATION, R-41265-A, 41 WEST 300 NORTH, CRAWFORDSVILLE, IN
\$6,595,360.80	ROAD CONSTRUCTION	2020	INDIANA DEPARTMENT OF TRANSPORTATION, RS-39251-A, 32 SOUTH BROADWAY ST., GREENFIELD, IN
\$25,477,132.04	ROAD CONSTRUCTION	2021	INDIANA DEPARTMENT OF TRANSPORTATION, R-40389-A, 185 AGRICO LANE, SEYMOUR, IN
\$4,961,000.00	ROAD CONSTRUCTION	2020	INDIANA DEPARTMENT OF TRANSPORTATION, R-38502-A, 185 AGRICO LANE, SEYMOUR, IN

3. Have you ever failed to complete any work awarded to you? NO If so, where and why?

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

<u>DUNLAP AND COMPANY, INC.</u>	<u>HOLLADAY CONSTRUCTION GROUP</u>
<u>RH OF INDIANA</u>	<u>SHIEL SEXTON COMPANY, INC.</u>
<u>F.A. WILHELM CONSTRUCTION CO., INC.</u>	<u>SIGNATURE CONSTRUCTION</u>
<u>J.R. KELLY COMPANY</u>	

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, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)

WORK TO BE ASSIGNED TO A GENERAL SUPERINTENDENT WHO WILL HAVE DAY TO DAY RESPONSIBILITIES OF THE JOB.

2. Please list the names and addresses of all 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.

SEE ATTACHED SUPPLEMENTAL

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 will 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.

TO BE SUBMITTED UPON AWARD OF CONTRACT

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

SEE ATTACHED EQUIPMENT LIST. THE EQUIPMENT UTILIZED WILL BE THAT NECESSARY TO COMPLETE THE JOB.

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.

YES WE HAVE RECEIVED OFFERS

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.

SEE ATTACHED FINANCIAL STATEMENT

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.

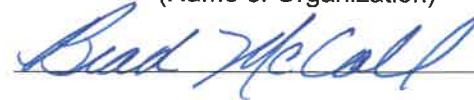
SECTION V OATH AND AFFIRMATION

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

Dated at INDIANAPOLIS, INDIANA this 12TH day of MAY, 2020

MILESTONE CONTRACTORS L.P. BY
CONTRACTORS UNITED, INC - GENERAL PARTNER
(Name of Organization)

By



BRAD MCCALL, EXECUTIVE DIRECTOR OF ESTIMATING
(Title of Person Signing)

ACKNOWLEDGMENT

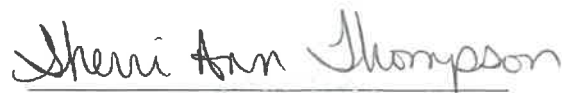
STATE OF INDIANA)

)ss:

COUNTY OF MARION)

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

Subscribed and sworn to before me this 12TH day of MAY, 2020.



Notary Public
SHERRI ANN THOMPSON

My Commission Expires: FEBRUARY 14, 2021

County of Residence: MORGAN

MILESTONE CONTRACTORS, L.P.
SUPPLEMENTAL INFORMATION
PAGE 3 - QUESTION #2

SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
3D Company Inc	3200 East Cr 350 North, Muncie, In 47303	765-288-3326	Earthwork, Storm
A Specialties	310 W Southport Road, Indianapolis, In 46217	317-780-0800	Landscaping
AI Elect-Ricks, Inc	Po Box 6462, Bloomington, In 47407	812-332-6951	Electrical
AAA Lawn Irrigation, Inc.	20 Platter Drive, North Veron, In 47265	812-346-7948	Landscaping
AAA Striping Company	Po Box 1219, Columbus, In 47202	812-372-3820	Striping
ABC Cutting Contractors, Inc.	5230 Commerce Circle Drive, Indianapolis, In 46237	317-885-8989	Saw Cutting
Accu-Dig Services, Inc	3731 S Freeman Road, Monticello, In 47960	574-583-4814	Hydro-Excavation
Ace Sign Systems, Inc	3621 W Royerton Road, Muncie, In 47304	765-288-1000	Traffic Signs, Electrical Panel
Airmarking Company, Inc.	Po Box 526, Rochester, In 46975-0526	574-223-5817	Pavement Markings
AJ's Tool Rental, Inc.	270 Gable Drive, Suite A, Avon, In 46123	317-271-4971	Hauling
Alexander Tree Service	2132 State Road 225 East, Battleground, In 47920	765-742-8596	Tree Cutting
Alltrack, Inc	1241 W 900 S, Pendleton, In 46064	765-778-9500	Railroad Track
Alpha Loop, Inc	5950 Lincoln Road, Martinsville, In 46151	317-710-0076	Signal Loops
Alt & Witzig Engineering, Inc.	4105 W 99Th Street, Carmel, In 46032	317-875-7040	Testing
American Structurepoint, Inc	7260 Shadeland Station, Indianapolis, In 46256	317/547-5580	Design Engineering
Anbro Electric Co, Inc	Po Box 1622, Bloomington, In 47402	812-336-4992	Electrical
Antigo Construction, Inc.	Po Box 12, Antigo, Wi 54409	715-627-2222	Concrete Breaking
Aquaterra Consulting, Inc	151 North Home Avenue, Franklin, In 46131	317-933-4169	Design Engineering
Archaeological Consultants Of Ossain	Po Box 2374, Muncie, In 47307	765-281-0969	Archaeological Survey
Are Surveying Consultants	129 South 8Th Avenue, Beech Grove, In 46107	317-407-8080	Construction Staking
Arthur's Asphalt Seal Coating	1092 Wisconsin Street, Spencer, In 47460	812-829-2204	Seal Coating
Atlas Daylighting, LLC	4740 Swisher Road, Building A, West Lafayette, In 47906	765-429-4800	Hydro-Excavation
B & D Electric, Inc	413 W Van Trees St, Washington, In 47501	812-254-2122	Electrical
Badger Daylighting Corporation	7710 Reliable Parkway, Chicago, Il 60686	888-726-9146	Hydro-Excavation
Barth Electric Company	1934 North Illinois Street, Indianapolis, In 46202	317-924-6226	Electrical
Baumgartner & Company Inc	15215 River Road, Noblesville, In 46062	317-296-7225	Asphalt Paving

**MILESTONE CONTRACTORS, L.P.
SUPPLEMENTAL INFORMATION
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SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
Beacon Surveying & Engineering	6979 Hillsdale Court, Indianapolis, In 46250	317-577-8204	Construction Staking
Beaty Construction, Inc	5292 West 100 N, Boggstown, In 46110	317-835-2254	Bridges
Benchmark Mechanical Inc	700 East Firmin Street, Suite 112, Kokomo, In 46902	765-452-9500	Engineering Design
Bertsch-Frank & Associates, LLC	4630 West Jefferson Blvd. # 6, Fort Wayne, In 46804	260-459-9393	Construction Engineering
Biehle Electric	9605 W. Us Highway 50, Seymour, In 47274	812-523-3320	Electrical
Bledsoe Riggert Guerrettaz Land Surveying	1351 West Tapp Road, Bloomington, In 47403	812-336-8277	Construction Staking
Blood Hound	750 Patrick'S Place; Suite B, Brownsburg, In 46112	888-858-9830	Utility Locate
Bloomfield Painting, Inc.	343 East Spring Street, Bloomfield, In 47424	812-384-8593	Graffiti Removal
Bowlin Construction	10138 West County Road 1050 South, Losantiville, In 47354	765-853-5477	Concrete
Bridgesmith, Inc	4149 State Road 43, Spencer, In 47460	812-325-4000	Hauling
Broady-Campbell, Inc.	2115 Andrew Brown Avenue, Indianapolis, In 46202	317-925-4261	Masonry
Brooks Construction Company	Po Box 9560, Fort Wayne, In 46899	260-478-1990	Asphalt Paving
Brooks Striping, Inc.	3219 E Tulip Drive, Indianapolis, In 46227	317-786-6769	Striping
Bruns-Gutzwiller Inc.	Po Box 119, Batesville, In 47006	812-934-2105	Building Construction
Building Services, Inc.	P.O. Box 536, Lafayette, In 47902	765-474-5634	Building Construction
Bunn Enterprises, Inc	13589 Sr 550, Fleming, Oh 45729	740-678-8430	Underdrains
Busch Landscaping, LLC	5703 N Us 421, Osgood, In 47037	812-852-4920	Landscaping
Butler Fairman & Seufert, Inc.	8450 Westfield Boulevard, Suite 300, Indianapolis, In 46240	317/713-4615	Design Engineering
Byrne & Jones Enterprises, Inc	11745 R Lackland Road, St. Louis, Mo 63146	314-568-2615	Asphalt Paving
C & E Environmental	10268 E Davis Avenue, Terre Haute, In 47805	812-877-1660	Environmental Engineering
C.A. Fulkerson, LLC	Po Box 336, Lanesville, In 47136	812-952-1777	Seeding, Sodding, Erosion
Calcar Paving, Inc	1503 S Meridian Road, Jasper, In 47546	812-936-4923	Asphalt Paving
Capitol City Fence	920 East Ohio Street, Indianapolis, In 46202	317/638-3381	Fencing
Cardinal-Indiana, Inc.	Po Box 816, Bloomington, In 47402	812-335-1394	Bridge Painting
Cash Waggner & Associates, PC	332 Third Avenue, Suite 13, Jasper, In 47546	812-634-5015	Engineering Design
Cassady Electrical Contractors, Inc	Po Box 53, Ellettsville, In 47429	812-332-7361	Electrical

MILESTONE CONTRACTORS, L.P.
SUPPLEMENTAL INFORMATION
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SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
Cazares Concrete, LLC	6358 N 100 W, Alexandria, In 46001	765-649-7159	Concrete
CC & T Construction, Inc.	5051 Prospect Street, Indianapolis, In 46203	317-356-6385	Concrete
CE Hughes Milling, Inc.	3113 Holmans Lane, Jeffersonville, In 47130	812-725-8665	Milling
Central Engineering & Construction	3862 N Commerical Parkway, Greenfield, In 46140	317-894-1990	Soil Modification
Central Illinois Tile Co	Po Box 3755, Champaign, IL 61826	217-359-7945	Underdrain
Central Indiana Hydroseeding, LLC	Po Box 606, New Castle, In 47362	765-524-2639	Seeding, Sodding, Erosion
Certified Engineering, Inc.	3939 Millersville Road, Indianapolis, In 46205	317-546-1599	Construction Staking
Christine Mathew, Architect	205 N College Avenue, Suite 010, Bloomington, In 47404	812-339-1235	Architectural Design
Civil Coatings And Construction	415 Westchester Lane, Valparaiso, In 46385	219-531-5300	Bridges
Clean Sweep Lot Service, LLC	Po Box 24271, Speedway, In 46224	317-339-5722	Lot Sweeping
Clear Crossing, LLC	17728 Sun Park Drive, Westfield, In 46074	317-399-3000	Hydro-Excavation
CJs Industries, Inc.	Po Box 138, Salem, In 47167	812-883-4492	Construction Management
Commercial Sewer Cleaning., Inc	5838 S. Harding Street, Indianapolis, In 46217	317-782-0020	Sewer Cleaning
Complete Masonry Services, Inc	Po Box 236, Yorktown, In 47396	765-759-8966	Masonry
Complete Sweep	7549 Boiler Court, Lafayette, In 47905	765-296-8744	Lot Sweeping
Concrete Cuting & Breaking, Inc.	443 Jefferson Ave., Se, Chicago, IL 49503	616/554-4876	Saw Cutting
Construction Fabrics & Grids, Inc	5935 Kopetsky Drive, Suite F, Indianapolis, In 46217	317-661-3014	Geogrids
Construction Video Media, Inc.	111 East Newberry St, Romeo, Mi 48065	800-346-3342	Electography
Crackers East Corporation	Po Box 218, Haslett, Mi 48840	517-339-8229	Concrete Breaking
Crandall-George Grading & Seeding	11063 East State Road 58, Bloomfield, In 47424	812-863-4415	Grading & Seeding
CRI Construction, Inc.	Po Box 87, Larwill, In 46764	1-260-327-3300	Concrete
Crider & Crider, Inc.	1900 Liberty Drive, Bloomington, In 47403	812-336-4452	Earthwork, Storm
Crowder & Darnall Land Surveying	826 3Rd Street, Columbus, In 47201	812-376-3391	Construction Staking
C-Tech Corporation	5300 W 100 N, Boggstown, In 46110	317-835-2745	Guardrail, Fence
CTL Engineering, Inc.	4343 Saguaro Trail, Indianapolis, In 46268	317-295-8650	Engineering Design
Culy Contracting, Inc	Po Box 29, Winchester, In 47394	765-584-8509	Earthwork, Storm

**MILESTONE CONTRACTORS, L.P.
SUPPLEMENTAL INFORMATION
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SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
Cummins Electric	Po Box 638, Richmond, In 47375	765/962-6332	Electrical
Curbmasters, Inc	Po Box 638, Dayton, In 47941	765-449-9093	Curbs
D2 Land And Water Resource	Po Box 20792, Indianapolis, In 46220	317-917-2180	Erosion Control
Dave O'Mara Contractor, Inc.	1100 East O & M Avenue, North Vernon, In 47265	812/346-4135	Earthwork, Storm
Decorative Paving Company	39 Glendale-Milford Road, Loveland, Oh 45140	(513) 576-1222	Brick Pavers
Delta Services, Inc.	3220 North Shadeland Ave, Indianapolis, In 46226	317-791-6653	Demolition
Diamond Coring Company, Inc	11800 South Ewing Avenue, Chicago, Il 60617	773-978-5000	Concrete Grinding
Dodds Painting, Inc	Po Box 6810, Lafayette, In 47903	765-423-1041	Painting
Drainage Construction Unlimited	4527 E 100 S, Greenfield, In 46140	317-462-2043	Underdrains
Dreier & Maller, Inc.	7320 Tussing Road, Reynoldsburg, Oh 43068	1800-659-3070	Testing
DSS Sweeping Service, Inc.	1520 Nicholas Road, Dayton, Oh 45449	937/262-0123	Lot Sweeping
Dunlap & Company, Inc.	P.O. Box 328, Columbus, In 47202	812-376-3021	Building Construction
Dunn Company	724 N Mercer Street, Decatur, Il 62522	217-429-4444	Asphalt Paving
E & J Concrete Inc	6222 La Pas Trail, Indianapolis, In 46268	317-297-5545	Concrete
E & R Fabricating, Inc	8854 State Road 37, Bedford, In 47421	812-275-0388	Fabricated Metal
E.J. Breneman, LP	1117 Snyder Road, West Lawn, Pa 19609	610-678-1013	Asphalt Paving
E.R. Gray & Associates, LLC	P.O. Box 1357, Columbus, In 47202	812-372-7398	Construction Staking
EA Asphalt Services, LLC	3865 N Commercial Parkway, Greenfield, In 46140	317-894-6484	Hauling
Earth Exploration	7770 West New York Street, Indianapolis, In 46214	317-273-1690	Geotechnical Services
Earth Images, Inc.	P.O. Box 216, Floyds Knob, In 47119	812-923-8386	Seeding, Sodding & Erosion
Ed Patton Construction, Inc.	3110 Olympia Drive, Lafayette, In 47909	765/742-5080	Building Construction
Electric Plus, Inc	101 W Lincoln Street, Danville, In 46122	812-336-4992	Electrical
Elite Security, LLC	Po Box 241084, Indianapolis, In 46224	317-710-2421	Security
Emergency Lane Closures, LLC	1062 Boxwood Lane, Greenwood, In 46143	317-331-6745	Construction Signs
Environ International Corp	Po Box 8500-1980, Philadelphia, Pa 19178	317-423-8710	Environmental Engineering
Environmental Management Specialists, Inc	Po Box 39, Huntertown, In 46748	260-637-9414	Environmental Engineering

MILESTONE CONTRACTORS, L.P.
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SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
Envirosweep	Po Box 810, Beech Grove, In 46107	317-757-8582	Lot Sweeping
Eq - The Environmental Quality Company	Po Box 673974, Detroit, Mi 48267	800-592-5489	Environmental Engineering
F.A. Wilhelm Construction Co., Inc.	3914 Prospect Street, Indianapolis, In 46206	317-359-5411	Building Construction
Fargo Insulation	2120 East Clay Street, Indianapolis, In 46205	317-546-4881	Mechanical Contracting
Ferguson Enterprises, Inc.	6439 East 30Th Street, Indianapolis, In 46219	(317) 546-2013	Site Development
Findley Bros. Well Drilling	12165 South Fountain Lane, Covington, In 47932	765-793-2990	Drilling
First Colony Construction	Po Box 904, Marietta, Oh 45750	740-374-2200	Building Construction
Fluid Waste Services	Po Box 264, Noblesville, In 46061	317-773-7996	Hydro-Excavation
Forster Electrical Services, Inc.	Po Box 1021, Columbus, In 47201	812-376-0715	Electrical
Fort Wayne Reinforcing, Inc.	4483 County Road 19, Auburn, In 46706	260-925-0609	Reinforcing Steel Tying
Foundation Test Group, Inc	2601 Emory Rd, Bldg 1A, Finksburg, Md 21048	410-517-0715	Geotechnical Services
Fowler Fencing Contractors, Inc	220 E 5Th Street, Fowler, In 47944	765-884-1800	Fencing
Fox Contractors Corporation	5430 Ferguson Road, Fort Wayne, In 46809	317/769-6291	Underdrains, Earthwork, Storm
G & C Towing, LLC	7060 N. Park Avenue, Indianapolis, In 46228	317-220-8520	Towing
General Drilling, Inc	Po Box 753, Fishers, In 46038	317-849-5612	Drilling
Geosolutions, Inc	8275 Indy Ct, Indianapolis, In 46214	317-273-0070	Engineering Design
Globe Asphalt Paving, Co	Po Box 19168, Indianapolis, In 46219	317-568-4344	Asphalt Paving
GLS, Inc.	P.O. Box 21085, Indianapolis, In 46221	317-292-9622	Concrete
Gradex	12900 N Meridian Street, Suite 120, Carmel, In 46032	317-573-3970	Earthwork, Storm
Grady Brothers, Inc.	Po Box 421519, Indianapolis, In 46242	317-244-3343	Asphalt Paving
Green Light Lawn Care, Inc	7856 W 1200 S, West Lafayette, In 47906	765-490-0710	Landscaping
Gridlock Traffic Systems	6400 Massachusetts Avenue, Indianapolis, In 46226	317-541-2727	Construction Signs, Markings
Hard Rock Concrete Cutters Inc	601 Chaddick Dr, Weeling, Il 60090	847-699-0010	Concrete Cutting
Hardcore Concrete Sawing & Sealing, Inc.	9505 South Cedar Lane, Hardinsburg, In 47125	812-472-9039	Concrete Curting
Harmon Construction, Inc.	Po Box 386, North Vernon, In 47265	812-346-2064	Concrete
Harmon Steel, Inc.	1002 W Troy Avenue, Indianapolis, In 46225	317-780-5025	Set Beams, Reinforcing Steel

MILESTONE CONTRACTORS, L.P.
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SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
Harris Barrier Corporation	Po Box 88243, Indianapolis, In 46208	317/632-3471	Color Coating, Athletic Tracks
Hauer Excavating, LLC	2684 S. Cr 310 W, Vallonia, In 47281	812-216-6535	Excavation
Hause Surveying & Engineering	105 N. Meridian Street, Lebanon, In 46052	765-482-5141	Construction Staking
Hawk Enterprises	1850 East North Street, Crown Point, In 46307	219/662-8090	Electrical
Hayes Drilling, Inc	8845 Prospect Avenue, Kansas City, Mo 64132	816-363-3040	Drilling
HB Wick Drains	14736 East Easter Avenue, Centennial, Co 80112	303-627-1100	Wick Drains
Helen E White (Security)	8146 Mcfarland Road, Indianapolis, In 46227	317-201-4976	Security
Helitech	Po Box 24067, Belleville, Il 62223	317-514-9285	Waterproofing
Highway Safety Service, Inc	Box 4517, Lafayette, In 47903	765-474-1000	Construction Signs, Markings
Highway Technologies	33946 Treasury Center, Chicago, Il 60694	317-891-8065	Construction Signs, Markings
Hi-Lite Markings, Inc	Po Box 460, Adams Center, Ny 13606	315-583-6111	Construction Signs, Markings
HIS Constructors, Inc.	2950 East Main, Plainfield, In 46168	317-284-1195	Bridges Enviro Reclamation
Homer Tree Service Inc	14000 S Archer Avenue, Lockport, Il 60441	815-838-0320	Tree Clearing
Hoosier Company, Inc.	Po Box 681064, Indianapolis, In 46268	317-872-8125	Traffic Signs, Electrical Panel
Hoosier Machine & Welding, Inc	Po Box 21204, Indianapolis, In 46221	317-638-6286	Equipment Repairs
Horn & Associates Drilling And Boring	216 N Main Street, Winchester, Ky 40391	859-744-2232	Drilling, Boring
Huff Sealing Corporation	Po Box 127, Albion, Il 62806	618-445-3148	Seal Coating
Hummel Electric, Inc	2505 Mjm Industrial Drive, Evansville, In 47715	812-474-1500	Electrical
Hunt Paving Company, Inc.	Po Box 42517, Indianapolis, In 46241	317-241-8313	Concrete
Huston Electric, Inc.	P.O. Box 904, Kokomo, In 46903	765-474-6115	Electrical
Hydro-Technologies, Inc.	6200 East Highway 62, Building 2501 Suite 300, Jeffersonville, In 47130	812-284-9376	Hydro Demolition
Illini Drilled Foundations, Inc.	P.O. Box 1351, Danville, Il 61834	217/442-8765	Foundations
Independent Land Surveying, Inc.	414 S Main Street, Brownstown, In 47220	(812) 372-0996	Surveying
Indiana Concrete Specialties, Inc	230 W Madison Street, Tipton, In 46072	765-675-7512	Concrete
Indiana Reline, Inc.	Po Box 5, Sulphur Springs, In 47388	765-533-5040	Pipe Relining
Indiana Sign & Barricade	5240 E 25Th Street, Indianapolis, In 46218	317-377-8000	Construction Signs, Markings

MILESTONE CONTRACTORS, L.P.
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SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
Indiana Traffic Service, LLC	3867 N Commercial Parkway, Greenfield, In 46140	317-891-8065	Construction Signs, Markings
Indiana Wire Products, Inc.	915 North Ireland Street, Greensburg, In 47240	812/663-7441	Fencing
Indianapolis Testing Laboratory	1432 Sadlier Circle East Drive, Indianapolis, In 46239	317-322-9500	Testing
Industrial Electrical Systems, Inc	Po Box 6296, Lafayette, In 47903-6296	765-449-9418	Electrical
Infrastructure Systems, Inc	260 W. Vincennes Street, Orleans, In 47452	812-865-3309	Sewer Installation
Insituform Technologies, USA, LLC	2130 Stout Field West Drive, Indianapolis, In 46241	317-489-3863	Pipelines
J&D Turf	12840 Ford Drive, Fishers, In 46038	317-359-1185	Seeding, Grading
James H. Drew Corporation	8701 Zionsville Road, Indianapolis, In 46268	317-876-3739	Traffic Signals, Guardrail, Fence
James Scharer Masonry, Inc	4639 Penelope Ct, West Lafayette, In 47906	765-463-0000	Masonry
James Stanger Excavating, Inc	2758 W Maple Grove Road, Bloomington, In 47404	812-935-7868	Excavation
Janssen & Spaans Engineering, Inc	9120 Harrison Park Court, Indianapolis, In 46216	317-254-9686	Design Engineering
Jarnagin Enterprises Inc	6249 Hickory Rd, Indianapolis, In 46259	317-862-6626	Waterproofing Membranes
Javelina Construction, Inc.	13376 Britton Park Drive, Fishers, In 46038	317-841-8364	Milling
Javier Steel	Po Box 7448, Louisville, Ky 40257	502-426-2008	Reinforcing Steel Tying
JB I Construction, Inc.	10335 Hedden Road, Evansville, In 47725	812-867-5959	Curbs, Gutters, Barrier Walls
JDH Contracting, Inc.	8109 Network Drive, Plainfield, In 46168-9024	317-839-0520	Earthwork, Storm
John E. Fisher & Associates, P.C.	625 South Earl Avenue, Lafayette, In 47904	765-448-1535	Surveying
Jr Ellington Tree Experts	680 West That Road, Bloomington, In 47403	812-332-5882	Tree Clearing
K & K Fence, Inc.	6520 Brookville Road, Indianapolis, In 46219	317-359-5425	Fencing
K & S Markers, Inc	2189 N 600 W, Thorntown, In 46071	765-482-6184	Snowplowable Markers
K & W Fueling Systems, Inc	1537 South 275 West, Rushville, In 46173	765-932-4980	Industrial Fueling Systems
Karen Haan, Inc	1825 South Hadley Road, Fort Wayne, In 46804	260-740-8876	Construction Signs
Keeler-Webb Associates	486 Gradle Drive, Carmel, In 46032	317-574-0140	Engineering Design
Kelley's Terminate & Pest Control	4912 West State Road 46, Bloomington, In 47404	812-876-9083	Pest Control
Ken Skinner Construction	305 Gilliland Street, Bloomfield, In 47424	812-384-8576	Concrete
Kentuckiana Off Duty Police & Surveillance Inc	Po Box 75, Bardstown, Ky 40004	877-880-5677	Security

MILESTONE CONTRACTORS, L.P.
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SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
Keramida Environmental, Inc	401 N College Ave, Indianapolis, In 46202	317-685-8231	Environmental Engineering
Kolb Grading, LLC	5731 Westwood Drive, St. Charles, Mo 63304	636-441-0200	Grading
Kramers Land Clearing, LLC	2035 N 1500 W, Linton, In 47441	812-847-7221	Site Clearing
Krintz Lawn Care Inc	Po Box 451, Brookston, In 47923	800-471-3764	Landscaping
K-Tech Floor Systems, Inc	8250 S County Road 825 E, Cloverdale, In 46120	317-418-7396	Concrete
L & R Incorporated	6733 E Tulip Road, Solsberry, In 47459	812-825-6202	Excavation
Larry Stanger Excavating, Inc	2770 West Maple Grove, Bloomington, In 47404	812-876-5032	Excavation
Lawn & Shrub, Inc.	3721 North 500 East, Lafayette, In 47905	765-589-3276	Landscaping
Layne Christensen Company	4520 N State Road 37, Orleans, In 47452	812-865-3232	Drilling
Lazer-Grade, LLC	Po Box 322, Vincennes, In 47591	812-316-0450	Hauling
Leslie Coatings, Inc.	1101 E 30Th Street, Indianapolis, In 46205	317-926-3411	Color Coating, Athletic Tracks
Linne Brothers Landscaping, LLC	2228 S County Road 700 E, Bowling Green, In 47833	317-519-7277	Landscaping
Long Electric Company, Inc.	1310 South Franklin Road, Indianapolis, In 46239	317-356-2455	Electrical
Lowe Construction Company	2535 Bader Road, Horton, Mi 49246	517-529-9406	Building Construction
LPS Pavement Company	67 Stonehill Road, Oswego, Il 60543	630/551-2100	Brick Pavers
Lykins Contracting	12783 North State Road 101, Sunman, In 47041	812/623-2244	Underground Utilities
M.A.C Trucking, Inc	1116 N.W. 5Th Street, Richmond, In 47374	765-962-5113	Hauling
Macallister Machinery Company, Inc	P.O. Box 1941, Detroit, Mi 46206	317-545-2151	Equipment Rentals
Mad Technical Services	4277 S.C.R. 60 S.W., Greensburg, In 47240	812-663-2097	Milling
Major Engineering & Land Surveying, Inc	1319 E. Stop 10 Road, Indianapolis, In 46227	317-888-4496	Construction Staking
Martell Electric, LLC	4601 Cleveland Road, South Bend, In 46628	574-245-4648	Electrical
MAS Markers, Inc.	1625 S 400 E, Lebanon, In 46052	317-769-7200	Snowplowable Markers
Mathew Milling Company	706 East Columbia Street, Chalmers, In 47929	574-721-7286	Milling
Mcrite Milling & Construction Co., Inc.	209 Quality Avenue, New Albany, In 47150	812-941-0252	Milling
Mckinney Drilling Company	1838 S Preston Highway, Shepherdsville, Ky 40165	502/955-8474	Drilling
MDS Contractors Services	6868 N 600 W, Rensselaer, In 47978	219-869-5782	Erosion Control

MILESTONE CONTRACTORS, L.P.
SUPPLEMENTAL INFORMATION
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SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
Meeks & Company Professional Surveying Inc	Po Box 5, Scipio, In 47273	812-592-4145	Surveying
Merrell Brothers, Inc	8811 W 500 N, Kokomo, In 46901	574-699-7782	Biosolids
Mid America Milling Company, LLC	6200 E Highway 62, Building 2501, Suite 400, Jeffersonville, In 47130	(812) 282-2751	Milling
Mid-States General & Mechanical	4170 North Bearsdale Road, Decatur, Il 62526	217-875-1260	Mechanical Contracting
Midwest Mole, Inc.	6814 W 350 N, Greenfield, In 46140	317-545-1335	Pipe Boring
Midwest Rentals, Inc.	Po Box 5593, Lafayette, In 47903	765-449-7655	Equipment Rentals
Midwestern Electric, Inc.	3385 N Arlington Avenue, Indianapolis, In 46218	317-545-7641	Traffic Signals, Electrical
Mike Delucio & Son, Inc.	3436 Chester Boulevard, Richmond, In 47374	765-962-8010	Excavation
Morley & Associates, Inc	4800 Rosebud Lane, Newburgh, In 47630	812-464-9585	Surveying
Morphey Construction, Inc.	1499 N Sherman Drive, Indianapolis, In 46201	317-356-9250	Traffic Signals, Electrical
Mr Fence It	402 South 4Th Street, Lafayette, In 47901	1-765-742-4822	Fencing
Mt Carmel Stabilization Group, Inc	Po Box 458, Mount Carmel, Il 62863	618-262-5118	Soil Modification
Mullen Seal 'N Stripe	5876 Nolandfork Road, Richmond, In 47374	1-765-935-3162	Seal Coating & Striping
Myers Archaeological Services	2592 E Kelly Branch Road, Bloomfield, In 47424	812-825-7641	Archaeological Survey
N.B. West Contracting Company, Inc	2780 Mary Avenue, St. Louis, Mo 63144	314-962-3145	Site Development
N.I. Spanos Painting	1310 West 99Th Avenue, Crown Point, In 46307	219-662-9092	Bridge Painting
Nading Mechanical, Inc	Po Box 98, Hope, In 47246	812-546-6111	Mechanical Contracting
National Construction Rental	Po Box 4503, Pacoima, Ca 91333	314-754-2046	Rentals
National Railroad Safety Services Inc	9808 Windisch Road, Cincinnati, Oh 45069	877-984-6777	Railroad Track
Natural Construction, Inc	Po Box 306, Fortville, In 46040	317-485-2145	Concrete
Nettle Creek Custom Gardens	6114 Franklin Road, Hagerstown, In 47346	765-489-3388	Landscaping
New Beginnings Construction, LLC	212 W. 10Th Street, Indianapolis, In 46206	317-638-0870	Concrete
Northern Lights	8109 Network Drive, Plainfield, In 46168	317-838-7776	Utility Locate
Northpointe Surveying, Inc	6125 South East Street, Suite B, Indianapolis, In 46227	317-884-3020	Construction Staking
Oatts Trucking, Inc	3925 E 26Th Street, Indianapolis, In 46218	317-546-7005	Hauling
Odle, Inc	2560 Kilgore Avenue, Muncie, In 47307	765-288-3611	Wastewater Treatment

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SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
Olers Fencing & Construction	Po Box 216, Centerville, In 47330	765/962-2933	Fencing
Otto's Parking Marking Company	2449 East Main Street, Greenwood, In 46143	317-882-8933	Markings, Bumpers
Patriot Engineering And Environmental, Inc	6330 East 75Th Street, Suite 216, Indianapolis, In 46250	317-576-8058	Testing
Patriot Pumps, LLC	8775 Zionsville Road, Indianapolis, In 46268	317-875-7867	Pump Supplier
Pavement Solutions, Inc	1308 Locust Street, Middletown, In 47356	765-444-8215	Pavement Markings
Pemberton-Davis Electric	916 E McKinley Ave, Mishawaka, In 46545	574-277-7001	Electrical
Penhall Company	14045 Northdale Blvd., Rogers, Mn 55374	763-4282244	Milled Corrugations
Pinpoint Services, LLC	12514 Strawtown Ave, Noblesville, In 46060	317-758-4645	Cutting and Grinding
Plant Brothers Excavating & Construction, LLC	10650 N Atherton Street, Rosedale, In 47874	812-466-6975	Excavation
Poindexter Excavating, Inc.	Po Box 36399, Indianapolis, In 46236	317-823-6837	Earthwork, Storm
Pou, Inc (Ace Steel Erection, Inc)	2775 8Th Street, Shelbyville, Mi 49344	269-792-0311	Steel Erection
Poynter Sheet Metal	8768 N State Road 37, Bloomington, In 47404	812-935-6471	Sheet Metal
Premier Erosion Control, LLC	10226 Westport Rd, Marysville, In 47141	502-548-0425	Erosion Control
Premium Concrete Service, Inc	4331 Pine Creek Road, Elkhart, In 46516	574-264-0196	Concrete
Pro Green	Po Box 143, New Castle, In 47362	765-836-4866	Landscaping
Professional Concrete Cutting & Drilling, LLC	15896 E Co Rd 650 N, Hope, In 47246	812-390-0196	Cutting, Drilling
Professional Sweeping	1775 Royal Oaks Drive North, Monticello, In 47960	574/583-8143	Lot Sweeping
Protection Plus, Inc.	2345 South Lynhurst, Suite 200, Indianapolis, In 46241	317-244-7569	Security
Quality Saw And Seal	7600 West 79Th Street, Bridgeview, Il 60455	708-728-1895	Bump Grinding
Quality Sealcoating	Po Box 362, Centerville, In 47330	765-914-2565	Seal Coating
R.H. Marlin Inc	2202 West Thompson Road, Indianapolis, In 46217	317-786-4356	Crane Rental
R.L. McCoy, Inc	7898 East Lincolnway, Columbia City, In 46725	317-544-000	Bridge
R.L.H. Sealcoating	1970 State Road 44, Martinsville, In 46151	765-342-8633	Seal Coating
Railworks Track Services	39530 Treasury Center, Chicago, Il 60694	314-291-2233	Railroad Track
Randall Miller & Associates	300 East Broadway Suite 106, Logansport, In 46947	574-753-9353	Surveying
Reece Seal Coating, Inc.	1205 W Troy Avenue, Indianapolis, In 46225	317-784-1410	Seal Coating

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SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
Regional Services Corporation	6147 East State Road 44, Franklin, In 46131	317-736-5523	Testing
Resonant Machines, Inc.	11181 Overbrook Rd, Ste 200, Leawood, Ks 66211	816-931-3111	Concrete Recycling
Rick Thomas Masonry, LLC	1994 S Washington Road, Centerville, In 47330	765-855-2699	Masonry
Rieth Riley Construction	Po Box 276, Indianapolis, In 46206	317-634-5561	Undersealing
Rinehart's Lawn Care Landscaping & Snow Removal	5905 State Road 121, Richmond, In 47374	765-962-7940	Landscaping
Rivertown Construction, LLC	Po Box 444, Newburgh, In 47629	812-853-8122	Concrete
Road Fabrics, Inc.	Po Box 87380, Carol Stream, Il 60188	800-325-5747	Fabrics Geogrid
Roadsafe Traffic Systems	3122 Olympia Drive, Lafayette, In 47909	317-780-1825	Traffic Construction Signs
Robert Haines, Co., Inc	2747 N Emerson Avenue, Indianapolis, In 46218	317-547-5271	Waterproofing
Rock Solid Masonry, LLC	399 Moorman Road, Bloomington, In 47403	812-824-9505	Aggregates
Rock Solutions, LLC	2006 Edmonton Road, Tompkinsville, Ky 42167	270-487-1784	Rock Removal
Rohrscheib Sons Caisson, Inc	Po Box 236, New Hudson, Mi 48165	248-437-2005	Caissons
Romeo Of Columbus, Inc.	1649 Rich Road, Richmond, In 47374	765-966-0857	Hauling
Ron L. Dixon	7719 Knapp Road, Indianapolis, In 46259	317-862-7446	Environmental Engineering
Roudebush Grading, Inc	17155 Harger Court, Noblesville, In 46060	317-770-9970	Seeding, Sodding, Erosion
Safety Grooving & Grinding, Inc.	Po Box 842911, Los Angeles, Ca 90084	419/592-8666	Pavement Grinding
Scodeller Construction, Inc	51722 Grand River Ave, Wixom, Mi 48393	248-374-1102	Bridges
Securpro, Incorporated	738 Medinah Court, Indianapolis, In 46239	317-891-9049	Security
Seig & Associates, Inc	13150 North Penttown Road, Sunman, In 47041	812-623-6700	Surveying
Signal Construction Inc.	5639 W Us 40, Greenfield, In 46140	317-894-0120	Traffic Signals, Electrical
Sims & Pedigo Company, Inc.	Po Box 2694, Bloomington, In 47402	812-333-4341	Surface Seal, Coatings
Site-Tech Corporation	1250 E Cr 700 S, Lewisville, In 47352	317-467-9590	Clearing
SJCA, P.C.	9102 N Meridian Street, Ste 200, Indianapolis, In 46260	317-566-0629	Construction Staking
Slusser's Green Thumb, Inc.	Po Box 33, Logansport, In 46947	800-762-7442	Seeding, Sodding & Erosion
Smith Neubecker & Associates, Inc	453 Clarizz Blvd, Bloomington, In 47401	812-336-6536	Surveying
Smock Fansler Corporation	2910 W. Minnesota Street, Indianapolis, In 46241	317-248-8371	Concrete

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SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
Snedegar Construction, Inc	6935 South Old St Rd 37, Bloomington, In 47403	812-824-6889	Storm Sewer
SOS Services	17220 Harger Court, Noblesville, In 46060	317-219-4321	Sewer Systems
Specialties Company, LLC	9350 E. 30Th Street, Indianapolis, In 46229	317-594-0291	Milling, Guardrail & Concrete
Specialty Waterproofing, Inc	Po Box 127, Frankfort, In 46041	765-242-4005	Waterproofing
Speidel Construction Inc	15483 Enterprise Way, Culpeper, Va 22701	540-825-9660	Surface Prep Airfields
Spohn Associates, Inc	328 Sandbrook Drive, Noblesville, In 46062	317-804-5204	Railing
Star Environmental, Inc.	2215 Alvord Street, Indianapolis, In 46205	317-295-1281	Environmental Hazards
State-Line Vac Service	Po Box 5, Sulphur Springs, In 47388	877-533-5040	Vaccum Service
Straight Lines, Inc.	1251 Shadeland Rd, Lafayette, In 47909	765-538-3485	Sealing
Subsurface Constructors Inc	101 Angelica St, St Louis, Mo 63147	314-421-2460	Concrete Columns
Sullivan Construction, Inc	Po Box 356, Paoli, In 47454	812-723-5640	Concrete
Sunset Hill Fence Company	1440 W. 2Nd, Bloomington, In 47401	812-332-2547	Fencing
Superior Erosion Control, LLC	Po Box 25, Charlestown, In 47111	812-256-3641	Seeding, Sodding, Erosion
Surface Preparation Technologies Inc	81 Texaco Road, Mechanicsburg, Pa 17050	717-697-1450	Milled Corrugations
Survey Tech P.C.	7172 North Keystone, Indianapolis, In 46240	317-255-9339	Surveying
T & T Excavating & Paving, Llc	945 N Gardner, Scottsburg, In 47170	812-752-2898	Excavation, Paving
Taylor Concrete Service, Inc	3505 South Duncan Road, Bloomington, In 47403	812-327-2138	Concrete
Taylor Painting	1978 Havemann Rd #251, Celina, Oh 45822	419-586-2712	Painting
Tbird Design Services	105 N 10Th Street, Lafayette, In 47901	765-742-1900	Surveying
TC Electric, Inc.	2817 W 100 S, Franklin, In 46131	765-425-7109	Electrical
Terrapro, LLC	Po Box 50151, Indianapolis, In 46250	317-371-7151	Lot Sweeping
Tes Tech, Inc	8534 Yankee Street, Dayton, Oh 45458	317-845-3133	Engineering Design
The Harper Company	Po Box 420, Hebron, Ky 41048	859-586-8890	Concrete Paving
The New Group Inc	1339 Sunday Drive, Indianapolis, In 46217	317-783-7124	Waterproofing
The Schneider Corporation	8901 Otis Avenue, Indianapolis, In 46216	317/898-8282	Engineering Design
Thomas Plastic Machinery, Inc	Po Box 189, Scottsburg, In 47170	812-889-2813	Sand Blasting

**MILESTONE CONTRACTORS, L.P.
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SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
Three Rivers Barricade & Equipment Co., Inc.	3330 Taylor Street, Fort Wayne, In 46802	260/436-1611	Construction Signs
Tiffany Lawn & Garden Supply, Inc.	4931 Robison Road, Indianapolis, In 46268	317/228-4900	Topsoil
Traffic Control Specialists, Inc	305 W Hamilton Dr, Knox, In 46534	574-772-7001	Construction Signs
Trotter Construction Co., Inc	4165 Millersville Road, Indianapolis, In 46205	317-543-0053	Concrete, Storm Pipe
Trugreen Chemlawn	3308 Imperial Parkway, Suite E, Lafayette, In 47909	800/589-8744	Landscaping
Turn Key Tunneling, Inc	1247 Stimmel Road, Columbus, Oh 43223	614-275-4832	Pipe Boring, Jacking
United Consulting	1625 N Post Road, Indianapolis, In 46219	317-895-2585	Construction Staking
United Rentals	P.O. Box 503330, Atlanta, Ga 30384	216/398-7300	Equipment Rentals
USI Consultants, Inc.	8415 E 56Th Street, Indianapolis, In 46216	317-544-4996	Construction Staking
Value Fence Company	Po Box 34, Clear Creek, In 47426	812-824-9881	Fencing
Venus Painting Co Inc	443 Forestwood Dr, Valparaiso, In 46385	219-531-9364	Bridge Painting
Vibronics, Inc	Po Box 5488, Evansville, In 47716	812-205-8001	Testing
Wabash Valley Asphalt, LLC	Po Box 9778, Terre Haute, In 47808	812/232-6094	Asphalt Paving
Warex, LLC	Po Box 310, Booneville, In 47601	812-473-6066	Aggregates
Wayman & Associates, Inc.	402 Circle Street, Seymour, In 47274	812-522-6707	Construction Staking
WG Grading, Inc.	Po Box 7038, Fishers, In 46038	317.710.4502	Grading
White Knight Services	64725 Apple Lane, Goshen, In 46526	574-534-3910	Security
Whitewater Construction	1417 Sheridan Street, Richmond, In 47374	765-935-4584	Building Construction
Williams Signs, Inc	6407 Whippoorwill Lane, Lafayette, In 47905	765-448-6725	Construction Signs
Woods Electrical Contractors, Inc	4180 N Starnes Road, Bloomington, In 47404	812-876-7977	Electrical
Yates Construction, Inc	Po Box 41, Kentland, In 47951	219-474-6542	Bridge Construction
Young Trucking, Inc	8647 E State Road 45, Unionville, In 47468	812-332-0403	Hauling

AS OF 02/29/2020

Mobile Equipment

Acq Date	System No	Description	G/L Asset Account No
5/6/1992	1	Dump Body	130100
6/14/1989	35	86 FORD PICKUP	130100
7/5/1988	39	88 UTIL BED	130100
3/20/1993	40	89 FORD F82	130100
9/20/1993	93	UTIL BED W/CRANE	130100
10/9/1980	117	80 DUMP BED	130100
10/9/1980	118	80 DUMP BED	130100
3/28/1987	119	87 DUMP BED	130100
3/28/1987	121	87 DUMP BED	130100
5/1/1992	167	WATER TANK	130100
4/17/1989	536	Ford Distributor Truck	130100
8/24/1988	552	International Water Truck	130100
11/1/1988	576	International F&W Truck	130100
11/1/1988	577	International F&W Truck	130100
8/1/1994	578	International F&W Truck	130100
5/15/1995	579	Repair Eq 38012 -	130100
11/5/1974	622	International Flatbed Truck	130100
6/3/1980	626	Ford Dump Truck	130100
10/1/1995	636	International Flatbed Truck	130100
2/1/1996	637	International Flatbed Truck	130100
6/3/1991	659	Lowboy Trailer	130100
7/20/1993	668	Talbert Lowboy Trailer	130100
10/1/1995	671	Trail King Lowboy Trailer	130100
1/16/1996	672	Etnyre Lowboy Trailer	130100
4/1/1996	677	Landoll Asph Support Trailer	130100
1/31/1986	678	Tyson Office Trailer	130100
5/31/1980	680	Office Trailer	130100
3/28/1988	683	Office Trailer	130100
5/20/1993	689	Tyson Office Trailer	130100
6/3/1991	690	Trailer	130100
6/3/1991	691	Trailer	130100
6/3/1991	692	Trailer	130100
7/18/1985	694	Trailer	130100
5/12/1993	696	Trailer	130100
5/31/1988	697	Trailer	130100
5/31/1980	699	Stoughton Tool Trailer	130100
9/28/1968	702	Butler Trailer	130100
4/22/1969	703	Butler Trailer	130100
4/22/1969	705	Butler Trailer	130100
7/16/1987	714	Trailer	130100
8/13/1988	715	Curtiss Trailer	130100
5/31/1989	716	Cronkite Trailer	130100
4/9/1991	717	Cronkite Trailer	130100
7/14/1994	720	Trailer	130100
7/14/1994	721	Trailer	130100
4/15/1995	722	Big Bee Trailer	130100
7/1/1995	723	Dorsy Van Trailer	130100
7/1/1995	724	Dorsy Van Trailer	130100
8/1/1995	725	Brae Tool Van Trailer	130100
1/16/1996	727	Nuway Trailer	130100
6/30/1994	941	Chevrolet Pick Up Truck	130100
4/8/1994	956	Chevrolet Service Truck	130100
2/15/1995	962	Chevrolet Service Truck	130100
8/1/1997	1831	Repair Eq 37007 - Water Tank	130100
9/1/1997	1856	International F&W Truck	130100
2/1/1998	1907	Ford Distributor Truck	130100
2/1/1998	1908	Ford Distributor Truck	130100
2/1/1998	1921	Repair Eq 37007 -	130100
2/1/1999	2154	Ford Service Truck	130100
3/31/1999	2191	Repair Eq 54046 -	130100
6/21/1999	2197	International 4900 Distributor	130100
2/24/1999	2201	International Dump Truck	130100
2/1/2000	2306	Repair Eq 37003 - Misc Repair	130100
2/1/2000	2363	Repair Eq 54025 - Auto Crane	130100
6/12/2000	2411	Interstate Support Trailer	130100
6/29/2001	2554	International 1995 F&W Truck	130100
12/31/2001	2639	1995 International Truck	130100
3/1/2002	2667	Used 1995 Intl 4900 \ set up as tractor	130100

11/1/2012	3882	Mack Lowboy Tractor	130100
11/1/2012	3884	Strick Van Trailer	130100
11/1/2012	3886	Great Dane 48' Trailer	130100
11/1/2012	3887	TMO QA Trailer	130100
11/1/2012	3888	Kentucky Concrete Tool Trailer	130100
11/1/2012	3889	Mack Lube Truck	130100
11/1/2012	3890	9 Ton Equip Trailer	130100
11/1/2012	3894	AutoCar Water Truck	130100
11/1/2012	3901	Chevy 2500 Truck	130100
11/1/2012	3906	International 22' Flatbed Truck	130100
11/1/2012	3907	Mack Tandem Dump	130100
11/1/2012	3908	Mack Tandem Dump	130100
11/1/2012	3914	Chevy 1500 Truck	130100
11/1/2012	3919	Ford F650 Mech Truck	130100
11/1/2012	3920	Ford F550 White Flatbed	130100
11/1/2012	3925	Ford F650 Mech Truck	130100
11/1/2012	3928	Freightliner FL70 Truck	130100
11/1/2012	3929	Freightliner FL70 Truck	130100
11/1/2012	3930	TYMCO BAH 600 Street Sweeper	130100
11/1/2012	3931	International 4700 Truck	130100
11/1/2012	3932	International 4700 Truck	130100
11/1/2012	3933	E Tenn 7X14 Cargo Trailer	130100
11/1/2012	3936	Well Cargo Profilograph Trailer	130100
11/1/2012	3937	Epoxy Trailer	130100
11/1/2012	3938	Night Hawk 7X19 Trailer	130100
11/1/2012	3939	Wabash National 53' Beam Trailer	130100
11/1/2012	3940	Monon QC/QA Trailer	130100
11/1/2012	3941	Tyson QC/QA Trailer	130100
11/1/2012	3942	QC/QA Field Trailer	130100
11/1/2012	3945	Control Trailer w/ Alkon Controls	130100
11/1/2012	4063	Chevy HHR	130100
1/1/2013	4081	Intl Lowboy Tractor	130100
2/1/2013	4103	Chevrolet Malibu	130100
2/1/2013	4109	Intl 4300 S/A F/W Truck	130100
2/1/2013	4110	Intl 4900 F/W Truck	130100
2/1/2013	4111	Intl 4300 S/A Dump Truck	130100
2/1/2013	4112	Intl 7300 Distributor	130100
2/1/2013	4113	Intl 4900 Distributor	130100
2/1/2013	4114	Chevy 4500 Mechanics Truck	130100
2/1/2013	4115	Chevy 2500 Utility Truck	130100
2/1/2013	4152	Etnyre Lowboy Trailer	130100
2/1/2013	4153	Cronkhite 6x20 Trailer	130100
2/1/2013	4154	Cronkhite 6x20 Trailer	130100
2/1/2013	4156	Cargo Express 7x16 Trailer	130100
3/1/2013	4169	Stainless Steel Tank	130100
3/1/2013	4170	Stainless Steel Tank	130100
3/1/2013	4171	Chevy 1500 Truck	130100
3/1/2013	4172	Chevy 1500 Truck	130100
3/1/2013	4174	Chevy 1500 Truck	130100
3/1/2013	4178	Chevy 1500 Truck	130100
3/1/2013	4179	Chevy 1500 Truck	130100
3/1/2013	4180	Chevy 1500 Truck	130100
3/1/2013	4182	Chevy 1500 Truck	130100
3/1/2013	4183	Chevy 1500 Truck	130100
3/1/2013	4185	Chevy 1500 Truck	130100
3/1/2013	4186	Chevy 1500 Truck	130100
3/1/2013	4187	Chevy 1500 Truck	130100
3/1/2013	4190	Chevy 1500 Truck	130100
7/1/2013	4250	Freightliner Vac-All Sweeper Truck	130100
4/1/2014	4287	Chevy 1500 Truck	130100
4/1/2014	4288	Chevy 1500 Truck	130100
4/1/2014	4289	Chevy 1500 Truck	130100
4/1/2014	4290	Chevy 1500 Truck	130100
4/1/2014	4293	Chevy 2500 Truck	130100
4/1/2014	4294	Chevy 2500 Truck	130100
4/1/2014	4296	Chevy 2500 Truck	130100
6/1/2014	4320	PJ 7x16 Concrete Trailer	130100
6/1/2014	4321	PJ 7x18 Concrete Trailer	130100
6/1/2014	4330	Chevy 2500 Utility Truck	130100
6/1/2014	4331	Sterling Field Water Truck	130100
7/1/2014	4335	Chevy 1500 Truck	130100
7/1/2014	4338	Etnyre 55 Ton Trailer	130100
11/1/2014	4356	Chevy 2500 Truck	130100

2/1/2017	4793	Repair 34005 - Engine Repair	130100
2/1/2017	4797	Great Dane 53' Trailer	130100
2/1/2017	4798	Fontaine Drop Deck Trailer	130100
3/1/2017	4799	Sure Trac 7x14 Cargo Trailer	130100
3/1/2017	4801	Repair 53579 - Engine, Transmission	130100
3/1/2017	4808	Freightliner Attenuator Truck	130100
3/1/2017	4812	Ford F750 Service Truck	130100
4/1/2017	4818	PJ 20' Barrel Trailer	130100
4/1/2017	4821	PJ 7x14 Dump Trailer	130100
4/1/2017	4822	Repair 53495 - Transmission	130100
4/1/2017	4827	PJ Trailer 20+5 Trailer	130100
4/1/2017	4836	Repair 34022 - Misc	130100
4/1/2017	4838	Intl 7300 Distributor	130100
4/1/2017	4839	Intl 7300 Distributor	130100
5/1/2017	4872	Ford F350 Flatbed Truck	130100
5/1/2017	4873	PJ 7x14 Dump Trailer	130100
5/1/2017	4876	Repair 53593 - Rear Assembly	130100
5/1/2017	4888	Ford F750 Lube Truck	130100
6/1/2017	4895	Repair 37027 - Exhaust Manifold Gasket	130100
7/1/2017	4901	Mack Lowboy Tractor	130100
7/1/2017	4902	Mack Lowboy Tractor	130100
7/1/2017	4905	Cargo Mate 8x16 Trailer	130100
7/1/2017	4909	Ford Service Truck	130100
7/1/2017	4910	Ford Service Truck	130100
7/1/2017	4911	Ford Service Truck	130100
8/1/2017	4918	Repair 37034 - Misc	130100
8/1/2017	4919	Repair 37033 - Misc	130100
9/1/2017	4924	International Attenuator Truck	130100
9/1/2017	4925	Truck Mounted Attenuator	130100
9/1/2017	4926	International Attenuator Truck	130100
9/1/2017	4927	Truck Mounted Attenuator	130100
9/1/2017	4940	Chevy 3500 Bus	130100
9/1/2017	4941	PJ 8x20 Barrel Trailer	130100
9/1/2017	4945	Repair 54062 - Platform Bed	130100
10/1/2017	4951	Chevy 2500 4x4 Utility Truck	130100
10/1/2017	4952	Chevy 2500 Truck	130100
10/1/2017	4954	International Attenuator Truck	130100
10/1/2017	4965	Repair 32130 - Misc	130100
11/1/2017	4984	Chevy 3500 Flatbed Truck	130100
11/1/2017	4988	Repair 54075 - Block & Injectors	130100
11/1/2017	4993	Truck Mounted Attenuator	130100
2/1/2018	5023	PJ 7x14 Dump Trailer	130100
2/1/2018	5024	PJ 7x14 Dump Trailer	130100
3/1/2018	5030	Freightliner F/W Truck	130100
4/1/2018	5037	Freightliner Lube Truck	130100
4/1/2018	5043	PJ 20+2 Utility Tractor	130100
4/1/2018	5044	PJ 20+2 Utility Tractor	130100
4/1/2018	5045	Chevy 2500 Ext Truck	130100
4/1/2018	5046	Chevy 2500 Utility Truck	130100
4/1/2018	5047	Chevy 2500 Ext Truck	130100
5/1/2018	5089	Chevy 2500 Ext Truck	130100
6/1/2018	5107	Ford F350 Flatbed Truck	130100
6/1/2018	5115	Freightliner F/W Truck	130100
7/1/2018	5127	Intl 7300 Distributor	130100
8/1/2018	5132	Repair 38025 - Transmission	130100
8/1/2018	5134	Freightliner F/W Truck	130100
9/1/2018	5140	Free Standing Tank	130100
9/1/2018	5141	Free Standing Tank	130100
9/1/2018	5148	PJ 20+2 Utility Trailer	130100
10/1/2018	5152	Chevy 2500 Truck	130100
10/1/2018	5153	Chevy 2500 Truck	130100
10/1/2018	5154	Chevy 2500 Truck	130100
10/1/2018	5157	Cargo Mate 7x14 Trailer	130100
10/1/2018	5158	PJ 20' Trailer	130100
10/1/2018	5160	Etnyre 4/A Lowboy Trailer	130100
11/1/2018	5162	Ford F550 Flatbed Truck	130100
11/1/2018	5163	Repair 53579 - Engine	130100
1/1/2019	5196	Chevy 1500 Truck	130100
1/1/2019	5197	Chevy 1500 Truck	130100
1/1/2019	5198	Ford F150 Ext Job Truck	130100
1/1/2019	5199	Chevy 1500 Truck	130100
1/1/2019	5200	Chevy 1500 Truck	130100
1/1/2019	5201	Chevy 1500 Truck	130100

3/29/1994	94	Rome Dirt Disc	131000
6/1/1993	101	Caterpillar 330DL Excavator	131000
5/15/1995	102	Repair Eq 05018 -	131000
2/1/1996	103	Repair Eq 05018 -	131000
12/15/1994	105	Komatsu PC300LC-5 Excavator	131000
8/1/1995	106	Repair Eq 05022 -	131000
1/15/1995	108	Hitachi EX270LC Excavator	131000
1/15/1995	109	Hitachi EX270LC Excavator	131000
12/1/1995	112	Komatsu PC300 Excavator	131000
5/15/1995	145	Repair Eq 06021 -	131000
5/20/1993	157	Caterpillar 12G Grader	131000
1/20/1994	158	Repair Eq 06030 -	131000
8/26/1994	159	Caterpillar 12G Grader	131000
4/1/1985	250	Case 1194 Mower Tractor	131000
4/12/1994	254	Ford 250C Tractor Bushhog	131000
5/1/1992	259	Stone SR2500 Vib Pac Roller	131000
8/16/1985	269	Blaw Knox DTR Trench Roller	131000
10/3/1985	278	Blaw Knox DTR553 Trench Roller	131000
6/1/1990	287	Ingersoll Rand DD90 Vib Roller	131000
10/1/1993	288	Repair Eq 15011 -	131000
6/22/1990	310	Hyster C530A Rbbr Tired Roller	131000
1/16/1996	314	Smoothie AP1127 Pnm RT Roller	131000
1/31/1989	317	Bomag BW172D Vib Dirt Roller	131000
9/4/1991	318	Bomag BW172D Vib Dirt Roller	131000
4/23/1993	324	Ingersoll Rand SD100 VD Roller	131000
12/30/1986	331	Bomag BW142PDB Vib Compactor	131000
9/16/1994	332	Ingersoll Rand SD100 VD Roller	131000
12/15/1994	333	Ingersoll Rand SD100 VD Roller	131000
8/16/1988	339	Etnyre K Chip Spreader	131000
8/18/1993	340	Rivinius R600 Stone Spreader	131000
2/21/1991	342	Rivinius R600 Stone Spreader	131000
1/16/1996	349	Etnyre K Chip Box	131000
5/1/1994	375	Repair Eq 22007 -	131000
1/21/1991	376	Caterpillar D5H Dozer	131000
8/26/1994	381	Caterpillar D5H Dozer	131000
11/18/1988	425	Caterpillar 613C Water Wagon	131000
12/1/1993	426	Repair Eq 25003 -	131000
5/15/1995	427	Repair Eq 25003 -	131000
5/1/1996	428	Repair Eq 25003 - Misc Repair	131000
7/1/1995	492	Ice 612 Hammer & Extractor	131000
7/1/1995	493	Ice 612 Power Pack	131000
2/15/1995	517	Broce RJ300 Sweeper Broom	131000
4/7/1992	532	Ford Distributor Truck	131000
7/1/1993	545	Mack Tractor Truck	131000
10/31/1986	593	Repair Eq 40006 -Rbld Gear Bos	131000
1/6/1989	595	Repair Eq 40006 -	131000
5/8/1989	596	Repair Eq 40006 -	131000
5/28/1993	597	Repair Eq 40006 -	131000
5/31/1967	743	Lincoln Welder	131000
4/9/1991	756	Lincoln Welder	131000
7/8/1991	774	Profilagraph Meter	131000
4/6/1989	775	MBW Vibratory Screed	131000
11/28/1988	778	Taylor Forklift	131000
3/29/1991	779	Repair Eq 49030 -	131000
5/1/1992	780	Repair Eq 49030 -	131000
8/25/1987	791	John Deere Dirt Disc	131000
8/28/1991	792	JD Forklift	131000
4/30/1992	807	Case Forklift	131000
6/18/1974	825	Rome Dirt Disc	131000
3/29/1989	832	Dri All Burner	131000
10/1/1993	833	Repair Eq 49123 -	131000
2/28/1986	855	SHEET PILING (MISS. VALLEY EQ	131000
4/10/1987	856	SHEET PILING-802	131000
3/31/1992	955	International Utility Truck	131000
9/21/1984	978	Gomaco Finisher Machine	131000
6/23/1988	979	Repair Eq 56002 -	131000
8/8/1988	980	Repair Eq 56002 - Frame Extnsn	131000
6/23/1988	981	Repair Eq 56004 -	131000
2/1/1994	982	Repair Eq 56004 -	131000
1/16/1996	998	EPI Trench Box	131000
4/30/1992	1001	Fuel Tanks for Pickup Trucks	131000
5/11/1990	1008	Trench Box	131000
5/11/1990	1009	Trench Box	131000

3/1/2003	2773	Trimble Station	131000
6/1/2003	2794	Roller	131000
6/1/2003	2795	Roller	131000
6/1/2003	2807	Repair Eq 1045	131000
6/1/2003	2815	Repair Eq 5022	131000
6/1/2003	2816	Repair Eq 5024	131000
7/1/2003	2834	Pot Holer	131000
8/1/2003	2841	Rebuild Eq 5018 Hydraulic sys	131000
8/1/2003	2866	BK RW100A Side Paver	131000
11/1/2003	2875	Rebuild 5022	131000
1/1/2004	2898	F & W Truck	131000
1/1/2004	2899	Cat Loader	131000
3/1/2004	2922	Roller	131000
3/1/2004	2923	Rigid Sign Stands	131000
3/1/2004	2924	Rigid Sign Stands	131000
3/1/2004	2925	Rigid Sign Stands	131000
4/1/2004	2940	Roller	131000
4/1/2004	2941	Roller	131000
4/1/2004	2942	Roller	131000
4/1/2004	2943	Roller	131000
4/1/2004	2944	Roller	131000
4/1/2004	2949	Grader	131000
4/1/2004	2951	Grader	131000
4/1/2004	2956	Shuttle Buggy	131000
5/1/2004	2971	Paver	131000
5/1/2004	2976	Rebuild Eq 38025	131000
6/1/2004	2994	Roller	131000
6/1/2004	2995	Roller	131000
6/1/2004	2997	Roller	131000
9/1/2004	3021	Landscape Tractor	131000
11/1/2004	3022	Roller	131000
12/1/2004	3053	IR DD110HF Asphalt Roller	131000
12/1/2004	3056	Midland Side Paver	131000
4/1/2005	3092	GPS Base Station & SC900 5800 Rover Pack	131000
5/1/2005	3096	CAT CS433C Vib Dirt Roller	131000
5/1/2005	3097	CAT CS563C Vib Dirt Roller	131000
5/1/2005	3098	CAT 12H Grader	131000
5/1/2005	3099	CAT 12H Grader	131000
5/1/2005	3100	CAT D6RXL Dozer	131000
5/1/2005	3101	CAT D6RXL Dozer	131000
5/1/2005	3102	CAT 140H Grader	131000
5/1/2005	3103	CAT CP563E Padfoot Roller	131000
6/1/2005	3107	GCS900 DZR Cab Kit	131000
6/1/2005	3108	Cat M318 Excavator	131000
6/1/2005	3110	Cat 325CL Excavator	131000
6/1/2005	3111	Cat 325CL Excavator	131000
6/1/2005	3114	GCS900 DZR Cab Kit	131000
7/1/2005	3115	Rebuild Eq 1040	131000
7/1/2005	3123	Rebuild Eq 5018	131000
9/1/2005	3138	SiteVision GPS	131000
9/1/2005	3141	CAT 12H Grader	131000
9/1/2005	3142	CAT 613CII Scraper	131000
11/1/2005	3159	CAT 613CII Scraper	131000
11/1/2005	3160	CAT 613CII Scraper	131000
11/1/2005	3161	CAT 613CII Scraper	131000
11/1/2005	3167	EPI 10x20 Trench Box	131000
11/1/2005	3168	EPI 10x20 Trench Box	131000
12/1/2005	3173	Rebuild Eq 37025	131000
3/1/2006	3185	Base Radio	131000
3/1/2006	3186	Rebuild Eq 5362	131000
3/1/2006	3188	GPS System	131000
4/1/2006	3210	Stehr Manhole Cutter	131000
4/1/2006	3211	Pace Profilograph Trailer	131000
4/1/2006	3212	Profilograph	131000
4/1/2006	3213	Kawasaki 80ZV Loader	131000
4/1/2006	3219	Rebuild Eq 14018	131000
9/1/2006	3251	Gomaco GT3600 Curb Machine	131000
10/1/2006	3252	Rebuild Eq 6082	131000
10/1/2006	3253	Rebuild Eq 1075	131000
10/1/2006	3254	JLG 80' Manlift	131000
10/1/2006	3256	Ice I-30 Diesel Hammer	131000
11/1/2006	3263	Cat D6NXL Dozer (GPS)	131000
11/1/2006	3264	Cat 12H Grader (GPS)	131000

12/1/2009	3592	Magnum 6 Head Light Tower	131000
12/1/2009	3593	Magnum 6 Head Light Tower	131000
12/1/2009	3596	Magnum 6 Head Light Tower	131000
12/1/2009	3597	Magnum 6 Head Light Tower	131000
12/1/2009	3598	Magnum 6 Head Light Tower	131000
12/1/2009	3600	Magnum 6 Head Light Tower	131000
12/1/2009	3602	Hamm HD120OV Osc Asph Paver	131000
12/1/2009	3603	Hamm HD120OV Osc Asph Paver	131000
12/1/2009	3604	Hamm HD120OV Osc Asph Paver	131000
3/1/2010	3607	Allmand Eclipse Solar Arrowboard	131000
3/1/2010	3609	GPS Extreme Rover	131000
3/1/2010	3610	GPS Extreme Base	131000
3/1/2010	3611	GPS Radio Repeater	131000
3/1/2010	3612	GPS Radio Repeater	131000
3/1/2010	3614	GPS Radio Repeater	131000
3/1/2010	3623	SolarTech Arrowboard	131000
3/1/2010	3624	SolarTech Arrowboard	131000
3/1/2010	3628	SolarTech Arrowboard	131000
3/1/2010	3630	SolarTech Arrowboard	131000
3/1/2010	3631	SolarTech Arrowboard	131000
4/1/2010	3636	Lura Roller Screed	131000
4/1/2010	3637	Lura Roller Screed	131000
6/1/2010	3715	GPS Extreme Rover	131000
6/1/2010	3716	GPS Radio Repeater	131000
6/1/2010	3717	SolarTech Arrowboard	131000
8/1/2010	3722	Barrier Wall	131000
10/1/2010	3726	GPS Component	131000
10/1/2010	3727	Cat D7R Dozer	131000
12/1/2010	3735	Vogele 600 Cart Path Paver	131000
12/1/2010	3736	RayTech Heating Unit "Hot Box"	131000
12/1/2010	3740	Bomag BW284 Asphalt Roller	131000
1/1/2011	3742	Linkbelt 218HSL 110T Crane	131000
1/1/2011	3744	Cat CB54 XW Asphalt Roller	131000
1/1/2011	3745	Cat CB54 XW Asphalt Roller	131000
1/1/2011	3746	Cat CB54 XW GPS Asphalt Roller	131000
4/1/2011	3752	Linkbelt 218HSL 110T Crane	131000
4/1/2011	3753	Linkbelt 218HSL 110T Crane	131000
4/1/2011	3755	GPS Extreme Base	131000
5/1/2011	3756	Cat AP1000D Paver	131000
6/1/2011	3763	Paver Automatics	131000
7/1/2011	3764	Equip 56018 - Update Kit, Leica System	131000
7/1/2011	3765	Stanley Drop Hammer	131000
9/1/2011	3771	Cat 325CL Excavator	131000
9/1/2011	3772	Cat 325DL Excavator	131000
9/1/2011	3773	Cat 322CL Excavator	131000
9/1/2011	3774	Cat 268B Skid Steer Grinder	131000
9/1/2011	3778	Cat 268B Skid Steer Grinder	131000
10/1/2011	3783 - 3792	GPS Units	131000
10/1/2011	3793	Cat CB54XW Asphalt Roller	131000
11/1/2011	3799	Broce KR350 Broom w/ Blade	131000
11/1/2011	3800	Broce CR350 Broom w/ Blade	131000
12/1/2011	3803	Roadtec SB2500D w/ Genset	131000
12/1/2011	3804	Roadtec SB2500D w/ Genset	131000
12/1/2011	3805	Wirtgen WR2400 Reclaimer	131000
12/1/2011	3806	Cat 980K Loader	131000
1/1/2012	3808	Dri All ACD21 Burner	131000
4/1/2012	3820	Cat H140DS Hammer	131000
5/1/2012	3821	Cat 315CL Excavator	131000
5/1/2012	3822	Cat 315CL Excavator	131000
5/1/2012	3823	Cat 420E Cab Backhoe	131000
5/1/2012	3824	Cat 420E Cab Backhoe	131000
5/1/2012	3825	Cat 143H Grader	131000
5/1/2012	3826	Cat 420E Cab Backhoe	131000
6/1/2012	3840	Finn B40 Strawblower	131000
7/1/2012	3843	Cat 259B3 MTL Loader 4+1	131000
7/1/2012	3844	Cat 262C Skid Steer w/ Grinder	131000
7/1/2012	3845	Pileco Drop Hammer	131000
7/1/2012	3846-3861	(16) GPS Heads - Trimble	131000
10/1/2012	3878	JLG 60' Manlift	131000
10/1/2012	3879	GPS Extreme Rover	131000
11/1/2012	3946	CAT Generator	131000
11/1/2012	3947	Husqvama Concrete Saw	131000
11/1/2012	3948	Husqvama Concrete Saw	131000

1/1/2013	4077	Cat CB24 Sm Asphalt Roller	131000
1/1/2013	4078	Cat CB24 Sm Asphalt Roller	131000
1/1/2013	4079	Cat 930H IT Loader	131000
1/1/2013	4080	Cat 930H IT Loader	131000
1/1/2013	4088	Fiattalis 65B Grader	131000
1/1/2013	4089	Cat D5GXL Dozer	131000
1/1/2013	4090	IR DD110HF Vib Asp Roller	131000
1/1/2013	4091	Hypac C330B 3/5 Ton Roller	131000
1/1/2013	4093	Rosco Vibrastat III Roller	131000
1/1/2013	4094	Dynapac 3 Wheel Roller	131000
1/1/2013	4095	Cat 330CL Excavator	131000
1/1/2013	4096	Cat 320CL Excavator	131000
1/1/2013	4097	Cat 308D CR Mini Exc	131000
1/1/2013	4098	IR RW100A Side Paver	131000
1/1/2013	4099	Cat AP655D 8' Track Paver	131000
1/1/2013	4100	Cat AP1055D Track Paver	131000
2/1/2013	4118	IR SD1160DX Roller	131000
2/1/2013	4119	IR SD70D Roller	131000
2/1/2013	4120	IR DD130 Vib Asph Roller	131000
2/1/2013	4121	Hamm HD120VO Vib Asph Paver	131000
2/1/2013	4125	IR DD16 Sm Vib Asph Roller	131000
2/1/2013	4126	Hyster C350D 10 Ton Roller	131000
2/1/2013	4127	Hypac C330B 3/5 Ton Roller	131000
2/1/2013	4131	Hyster C330A 3/5 Roller	131000
2/1/2013	4132	Hyster C330A 3/5 Roller	131000
2/1/2013	4136	Blaw Knox Side Paver	131000
2/1/2013	4137	Blaw Knox PF2181 Paver	131000
2/1/2013	4141	Sealmaster Crack Sealer	131000
2/1/2013	4143	5 CY Bedding Box	131000
2/1/2013	4144	EPI 820HT Trench Box	131000
2/1/2013	4145	6x20 Trench Box	131000
2/1/2013	4146	EPI 8x8 Manhole Box	131000
2/1/2013	4147	Sullair 185 Air Compressor	131000
2/1/2013	4148	Sullair 185 Air Compressor	131000
2/1/2013	4157	Kent Vibroplate	131000
3/1/2013	4167	Cat 980H Loader	131000
3/1/2013	4193	Transtech PQI 301 Density Gauge	131000
5/1/2013	4196	GPS System	131000
5/1/2013	4198	Versatile 875 Farm Tractor	131000
5/1/2013	4203	Cat 966GII Loader	131000
7/1/2013	4251	Leica Total Station (GPS)	131000
8/1/2013	4252	Cat 259B3 Skid Steer	131000
8/1/2013	4255	GPS System	131000
8/1/2013	4257	Trimble Total Station	131000
9/1/2013	4259	Cat D5KXL Dozer	131000
9/1/2013	4260	Cat D5KXL Dozer	131000
9/1/2013	4261	Cat D4K Dozer	131000
9/1/2013	4262	Cat 324DL Excavator	131000
9/1/2013	4263	Cat 330DL Excavator	131000
9/1/2013	4264	Cat 325DL Excavator	131000
9/1/2013	4265	Cat 324DL Excavator	131000
10/1/2013	4266	Minnich Drill Pack	131000
12/1/2013	4270	Cat D4K Cab Dozer	131000
12/1/2013	4271	Cat D4K Cab Dozer	131000
12/1/2013	4272	Cat D4K Cab Dozer	131000
12/1/2013	4273	Linkbelt RTC8065 RT Crane	131000
1/1/2014	4274	GPS Unit	131000
2/1/2014	4275	Sealmaster Crack Sealer	131000
2/1/2014	4276	Bobcat T650 Track Skid Steer	131000
2/1/2014	4277	JLG 60' 4x4 Manlift	131000
2/1/2014	4278	JLG 60' 4x4 Manlift	131000
2/1/2014	4279	JLG 80' 4x4 Manlift	131000
2/1/2014	4280	Broce KR350 Broom w/ Blade	131000
4/1/2014	4298	Komatsu PC138 Excavator	131000
4/1/2014	4299	Accu-Grade GPS Model	131000
4/1/2014	4303	Automatic Grade Control System	131000
4/1/2014	4304	Automatic Grade Control System	131000
4/1/2014	4305	Automatic Grade Control System	131000
4/1/2014	4306	Automatic Grade Control System	131000
4/1/2014	4307	Leica Total Station (GPS)	131000
5/1/2014	4309	GPS Automation (on Paver 56023)	131000
5/1/2014	4310	Cat 972H IT Loader w/ Forks	131000
5/1/2014	4311	Cat 308E CR Excavator	131000

9/1/2015	4490	Sealmaster Crack Sealer	131000
9/1/2015	4491	Sealmaster Crack Sealer	131000
9/1/2015	4492	Line Lazer Paint Striper	131000
10/1/2015	4495	Cat Accu-Grade GPS	131000
10/1/2015	4496	Cat GPS Cab Dozer	131000
10/1/2015	4498	JLG 19" Electric Scissorlift	131000
10/1/2015	4500	Roadtec Reclaimer	131000
10/1/2015	4501	Cat Track Paver	131000
10/1/2015	4502	Cat Super K Plant Loader	131000
10/1/2015	4503	Repair 49246	131000
11/1/2015	4519	Roadtec RP175E Track Paver	131000
11/1/2015	4522	Repair 6055	131000
11/1/2015	4528	Repair 2037	131000
12/1/2015	4531	Leica Total Station (GPS)	131000
12/1/2015	4532	Paver Attachment - Control Block	131000
12/1/2015	4533	Leica Total Station (GPS)	131000
12/1/2015	4534	Leica Total Station (GPS)	131000
12/1/2015	4536	Repair 15193	131000
12/1/2015	4539	Cat 980K Loader	131000
12/1/2015	4540	Cat CB54 Asphalt Roller	131000
12/1/2015	4541	Cat 980K Loader	131000
12/1/2015	4542	Cat AP655F 8' Track Paver	131000
12/1/2015	4543	Cat AP655D 8' Track Paver	131000
1/1/2016	4546	Repair 6055	131000
1/1/2016	4550	GPS	131000
1/1/2016	4552	Repair 10178	131000
1/1/2016	4553	Trimble Concrete Placer GPS	131000
2/1/2016	4555	GPS - Accu Grade	131000
2/1/2016	4556	GPS - Accu Grade	131000
2/1/2016	4560	Cat 336F Excavator	131000
2/1/2016	4561	Cat 336F Excavator	131000
2/1/2016	4564	ACL Solar Light Tower	131000
2/1/2016	4565	ACL Solar Light Tower	131000
3/1/2016	4567	Ingersoll Rand 375 Air Compressor	131000
3/1/2016	4568	Sullair 250 Air Compressor	131000
3/1/2016	4569	Ingersoll Rand 185 Air Compressor	131000
3/1/2016	4570	JLG 120' 4x4 Manlift	131000
3/1/2016	4574	Komatsu PC228 Excavator	131000
3/1/2016	4575	Repair 43028- Rollers, Cylinder	131000
3/1/2016	4576	Repair 5581 - Engine	131000
3/1/2016	4577	JCB 926 Forklift	131000
3/1/2016	4579	Komatsu PC228 Excavator	131000
3/1/2016	4580	Paver Extension - Equip 56015	131000
4/1/2016	4593	Chicago Pneumatic Exc Hammer	131000
4/1/2016	4594	Chicago Pneumatic Exc Hammer	131000
4/1/2016	4595	Cat CB54XW Asphalt Roller	131000
4/1/2016	4596	Cat CB54XW Asphalt Roller	131000
4/1/2016	4597	Gomaco GT3600 Curb Machine	131000
4/1/2016	4599	Minnich Drill	131000
4/1/2016	4600	Minnich Drill	131000
4/1/2016	4601	Minnich Drill	131000
4/1/2016	4602	Minnich Drill	131000
4/1/2016	4609	Repair 2037 - Misc Maint	131000
4/1/2016	4612	Weiler W530A Side Paver	131000
5/1/2016	4613-4616	Temporary Barrier Wall	131000
5/1/2016	4617	Repair 5485	131000
5/1/2016	4618	UTS Grader Control	131000
5/1/2016	4619	Trimble Total Station	131000
5/1/2016	4620	Trimble Total Station	131000
5/1/2016	4621	Trimble Total Station	131000
5/1/2016	4622	GPS 3D Paving Display	131000
5/1/2016	4623	GPS Data Collector	131000
5/1/2016	4624	Trimble Total Station	131000
5/1/2016	4625	Trimble Total Station	131000
5/1/2016	4626	Trimble Total Station	131000
5/1/2016	4627	Trimble Total Station	131000
5/1/2016	4628	Trimble Total Station	131000
5/1/2016	4629	Trimble Total Station	131000
5/1/2016	4634	Repair 40006 - Misc	131000
5/1/2016	4635	Repair 28047 - Cable, Terminal Box	131000
5/1/2016	4636	Repair 30241 - Misc	131000
5/1/2016	4637	Repair 48049 - Hammer	131000
5/1/2016	4638	Repair 1083 - Misc	131000

4/1/2017	4835	Repair 28047 - ATB Switch & Boom Cable	131000
4/1/2017	4837	Polaris RTV1100 MTV	131000
5/1/2017	4877	Repair 2036 - Chain & Flights	131000
5/1/2017	4878	Repair 1098 - Screed, Auger	131000
5/1/2017	4879	Cat 259D MTL Loader	131000
5/1/2017	4880	Cat 259D MTL Loader	131000
5/1/2017	4881	Accu-Grade GPS Model	131000
5/1/2017	4882	Repair 48049 - Hammer & Buffer	131000
5/1/2017	4883	Repair 1089 - Misc	131000
5/1/2017	4884	Weiler E2850 Buggy w/ Genset	131000
5/1/2017	4885	Cat AP1055F Track Paver	131000
5/1/2017	4886	Cat AP1055F Track Paver	131000
5/1/2017	4887	Repair 10160 - Hydraulic Pump	131000
6/1/2017	4889	Bobcat S650 Skid Steer and Planer	131000
6/1/2017	4890	Cat AP600F Paver	131000
6/1/2017	4891	Accu-Grade GPS Model	131000
6/1/2017	4892	Accu-Grade GPS Model	131000
6/1/2017	4896	Komatsu PC138 Zero-Turn Excavator	131000
7/1/2017	4903	Repair 1090 - Misc Repair	131000
7/1/2017	4906	Repair 49259 - Drum Drive Gear Box	131000
7/1/2017	4907	Repair 15042 - Replace Center Pins & Bushings	131000
8/1/2017	4915	Cat 980M Loader	131000
8/1/2007	4916	SSL Pick-up Broom	131000
9/1/2017	4921	Repair 22160 - Misc	131000
9/1/2017	4922	Repair 6082 - Fuel Injectors	131000
9/1/2017	4923	Cat D6K2 XL Dozer UTS/GPS	131000
9/1/2017	4928	Repair 18046 - Planetary Gear	131000
9/1/2017	4929	Cat 259D MTL Loader	131000
9/1/2017	4930	Cat 259D MTL Loader	131000
9/1/2017	4931	Cat 259D MTL Loader	131000
9/1/2017	4932	Cat 259D MTL Loader	131000
9/1/2017	4933	Cat 259D MTL Loader	131000
9/1/2017	4934	Cat 262D Skid Steer & Grinder	131000
9/1/2017	4936	Repair 10241 - Ground Engaging TL	131000
9/1/2017	4937	Repair 23147 - Fuel Injectors, Timing Gear	131000
9/1/2017	4938	Repair 94701 - Axle Housing	131000
9/1/2017	4939	Repair 10177 - Engine Cooling System	131000
9/1/2017	4942	Accu-Grade GPS Model	131000
9/1/2017	4943	Trimble Total Station	131000
9/1/2017	4944	Accu-Grade GPS Model	131000
9/1/2017	4946	Repair 2032 - Hood Rail	131000
10/1/2017	4949	24" Milling Head	131000
10/1/2017	4950	24" Milling Head	131000
10/1/2017	4955	Minnich Dust Collection System	131000
10/1/2017	4956	Minnich Dust Collection System	131000
10/1/2017	4957	Minnich Dust Collection System	131000
10/1/2017	4958	Minnich Dust Collection System	131000
10/1/2017	4959	Minnich Dust Collection System	131000
10/1/2017	4960	Minnich Dust Collection System	131000
10/1/2017	4962	Repair 15211 - Bearing & Belts	131000
10/1/2017	4963	Repair 15250 - Belts & Bearings	131000
11/1/2017	4968	Cat 420E IT Cab Backhoe	131000
11/1/2017	4969	Cat 420E IT Cab Backhoe	131000
11/1/2017	4970	Cat 420E IT Cab Backhoe	131000
11/1/2017	4971	Cat 420E IT Cab Backhoe	131000
11/1/2017	4972	Cat 420E IT Cab Backhoe	131000
11/1/2017	4973	Cat 420E IT Cab Backhoe	131000
11/1/2017	4974	Cat 420E IT Cab Backhoe	131000
11/1/2017	4975	Cat 420E IT Cab Backhoe	131000
11/1/2017	4976	Cat 308E Zero Turn Excavator	131000
11/1/2017	4977	Cat 320EL RR Excavator	131000
11/1/2017	4978	Cat 320EL RR Excavator	131000
11/1/2017	4979	Cat 321DL Zero Turn Excavator	131000
11/1/2017	4980	Cat 329EL Excavator	131000
11/1/2017	4981	Cat 336EL Excavator	131000
11/1/2017	4982	Cat 345DL Excavator	131000
11/1/2017	4983	Cat 349EL Excavator	131000
11/1/2017	4985	Repair 18058 - Misc Repairs	131000
11/1/2017	4987	25,000 KW Generator	131000
11/1/2017	4989	Repair 22248 - Trunion Replacement	131000
11/1/2017	4990	Repair 94502 - Bearings	131000
11/1/2017	4991	Repair 10210 - Engine Rebuild	131000
11/1/2017	4992	Graco Line Lazer	131000

9/1/2018	5146	TSC7 Data Collector	131000
9/1/2018	5149	Cat 282D Skid Steer & Grinder	131000
10/1/2018	5155	Cat 328D CR Excavator	131000
10/1/2018	5156	Cat 328D CR Excavator	131000
10/1/2018	5159	Repair 15213 - Drive Collector	131000
10/1/2018	5161	JD 710K IT Backhoe	131000
11/1/2018	5164	Trimble Total Station	131000
11/1/2018	5165	TSC3 Data Collector	131000
11/1/2018	5166	Cat 420F IT Cab Backhoe	131000
11/1/2018	5167	Cat 321DL Excavator	131000
11/1/2018	5168	Cat D6NXL Cab Dozer	131000
12/1/2018	5172	JD 844 Plant Loader	131000
12/1/2018	5173	Bomag Walk Behind Roller	131000
12/1/2018	5174	GPS Base Station	131000
12/1/2018	5175	Cat 980M Loader	131000
1/1/2019	5178	Kobelco 35SR Mini Excavator	131000
1/1/2019	5179	Linkbelt 2800Q Excavator	131000
1/1/2019	5180	Linkbelt 210LX Excavator	131000
1/1/2019	5181	Doosan DX225 Excavator	131000
1/1/2019	5182	Cat D4G LGP Dozer	131000
1/1/2019	5183	Sullair 185 Air Compressor	131000
1/1/2019	5184	Ice 42S Hammer	131000
1/1/2019	5185	Delmag Diesel Hammer	131000
1/1/2019	5186	H&M 1700 Vibratory Extractor	131000
1/1/2019	5190	Toyota Forklift	131000
1/1/2019	5191	New Holland 232 Track Skid Steer	131000
1/1/2019	5192	Bidwell 2450 Finisher Machine	131000
1/1/2019	5193	Bidwell 2450 Finisher Machine	131000
1/1/2019	5194	Concrete Roller Screed	131000
1/1/2019	5195	NPK E210A Hammer	131000
1/1/2019	5208	Cat CB13 Asphalt Roller	131000
1/1/2019	5209	Cat 272D Skid Steer & Grinder	131000
1/1/2019	5210	Cat 262D Skid Steer & Grinder	131000
1/1/2019	5213	Cat D5KXL Dozer	131000
1/1/2019	5214	Cat D5KXL Dozer	131000
3/1/2019	5222	JLG 120' 4x4 Manlift	131000
3/1/2019	5223	Repair 48068 - New Hammer	131000
3/1/2019	5224	ARS 16' Joint Heater	131000
4/1/2019	5226	CMI TR4503 Dirt Trimmer	131000
4/1/2019	5227	Stanley DH9000 Drop Hammer	131000
4/1/2019	5228	Stanley DH9000 Drop Hammer	131000
4/1/2019	5231	Cat 262D Skid Steer w/ Grinder	131000
4/1/2019	5232	Cat 262D Skid Steer w/ Grinder	131000
4/1/2019	5233	Cat 262D Skid Steer w/ Grinder	131000
4/1/2019	5234	Cat 236D Skid Steer	131000
4/1/2019	5235	Cat 236D Skid Steer	131000
4/1/2019	5236	Cat 236D Skid Steer	131000
4/1/2019	5237	Cat 236D Skid Steer	131000
4/1/2019	5239	Cat AP1055F Track Paver	131000
4/1/2019	5240	Broce KR350 Broom w/ Blade	131000
4/1/2019	5241	Broce KR350 Broom w/ Blade	131000
4/1/2019	5242	Bobcat S590 Skid Steer	131000
4/1/2019	5243	Bobcat S590 Skid Steer	131000
4/1/2019	5244	Bobcat S590 Skid Steer	131000
4/1/2019	5245	Bobcat S590 Skid Steer	131000
4/1/2019	5246	Bobcat S590 Skid Steer	131000
4/1/2019	5250	IR 600 Air Compressor	131000
5/1/2019	5255	Kaeser 600 Air Compressor	131000
5/1/2019	5258	Volvo DD120C Asphalt Roller	131000
5/1/2019	5259	Volvo DD120C Asphalt Roller	131000
5/1/2019	5260	Volvo DD120C Asphalt Roller	131000
5/1/2019	5261	Volvo DD120C Asphalt Roller	131000
5/1/2019	5262	Kaeser 375 Air Compressor	131000
5/1/2019	5263	Paladin SFB5K Hammer	131000
5/1/2019	5264	Wacker Plate Compactor	131000
5/1/2019	5265	Cat 262D Skid Steer	131000
5/1/2019	5266	Cat 262D Skid Steer	131000
5/1/2019	5267	Cat 279D Track Skid Steer	131000
5/1/2019	5268	Crack Pro 125 Crack Sealer	131000
5/1/2019	5274	Cat 259D MTL Loader	131000
5/1/2019	5275	Cat 259D MTL Loader	131000
5/1/2019	5276	Volvo DD25 Small Asphalt Roller	131000
5/1/2019	5277	Volvo DD25 Small Asphalt Roller	131000

Contractor's Financial Statement

Submitted by MILESTONE CONTRACTORS, L.P. BY CONTRACTORS UNITED, INC.—GENERAL PARTNER { ☒ LIMITED PARTNERSHIP

Principal Office at 5950 South Belmont Avenue / PO Box 421459
Indianapolis, Indiana 46217 / 46242-1459

To CITY OF WESTFIELD

Condition at close of business, "Unaudited" FEBRUARY 29, 2020

		Dollars							Cts.
		15	0	3	6	2	0	0	
ASSETS									
1.	Cash: (a) On hand \$ _____ (b) In bank \$ _____ c) Elsewhere \$ _____								00
2.	Notes receivable (a) Due within 90 days _____								
	(b) Due after 90 days _____								
	(c) Past Due _____								
3.	Accounts receivable from completed contracts, exclusive of claims not approved for payment _____								
4.	Sums earned on uncompleted contracts as shown by engineer's or architect's estimate								
	(a) Amount receivable after deducting retainage _____	11	2	1	0	6	8	8	00
	(b) Retainage to date, due upon completion of contracts _____	4	4	9	4	7	1	6	00
5.	Accounts receivable from sources other than construction contracts _____	3	4	6	6	8	3	7	00
6.	Deposits for bids or other guarantees: (a) Recoverable within 90 days _____								
	(b) Recoverable after 90 days _____								
7.	Interest accrued on loans, securities, etc. _____		3	1	2	8	1	1	00
8.	Real estate: (a) Used for business purposes _____	10	5	2	6	6	7	6	00
	(b) Not used for business purposes _____								
9.	Stocks and bonds: (a) Listed – present market value _____								
	(b) Unlisted – present value _____								
10.	Materials in stock not included in Item 4 (a) For uncompleted contracts (present value) _____	6	7	3	3	5	2	8	00
	(b) Other materials (present value) _____								
11.	Equipment, book value _____	42	7	9	1	8	4	5	00
12.	Furniture and fixtures, book value _____			8	3	4	9	5	00
13.	Other assets _____	98	7	1	3	3	6	5	00
Total assets		193	3	7	0	1	6	1	00
LIABILITIES									
1.	Notes payable: (a) To banks regular _____								
	(b) To banks for certified checks _____								
	(c) To others for equipment obligations _____								
	(d) To others exclusive of equipment obligations _____	1	3	8	6	3	3	7	00
2.	Accounts payable: (a) Not past due _____	10	8	3	1	0	2	6	00
	(b) Past due _____								
3.	Real estate encumbrances _____								
4.	Other liabilities _____	25	9	3	0	1	9	1	00
5.	Reserves _____								
6.	Capital stock paid up: (a) Common _____								
	(b) Common _____								
	(c) Preferred _____								
	(d) Preferred _____								
7.	Surplus (net worth) _____	155	2	2	2	6	0	7	00
Total liabilities		193	3	7	0	1	6	1	00
CONTINGENT LIABILITIES									
1.	Liability on notes receivable, discounted or sold _____								
2.	Liability on accounts receivable, pledged, assigned or sold _____								
3.	Liability as bondsman _____								
4.	Liability as guarantor on contracts or on accounts of others _____								
5.	Other contingent liabilities _____								
Total contingent liabilities									

DETAILS RELATIVE TO ASSETS

1	Cash	(a) on hand _____ \$ 15,036,200.00 (b) deposited in banks named below _____ (c) elsewhere -- (State where) _____
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NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT
WELLS FARGO	INDIANAPOLIS, IN	MILESTONE CONTRACTORS, L.P.	15,036,200.00

2*	Notes Receivable	(a) due within 90 days _____ \$ 0.00 (b) due after 90 days _____ (c) past due _____
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RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT

Have any of the above been discounted or sold? N/A If so, state amount, to whom, and reason N/A

3*	Accounts receivable from completed contracts exclusive of claims not approved for payment	\$ 0.00
-----------	--	--

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE

Have any of the above been assigned, sold, or pledged? N/A If so, state amount, to whom, and reason N/A

4*	Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate: a) Amount receivable after deducting retainage _____ \$ 11,210,688.00 b) Retainage to date due upon completion of contract _____ 4,494,716.00
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DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EX-CLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	

Have any of the above been assigned, sold, or pledged? N/A If so, state amount, to whom, and reason N/A

*List separately each item amounting to 10 per cent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (Continued)

5*	Accounts receivable not from construction contracts	\$ 3,466,837.00
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RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	WHEN DUE	AMOUNT
ASPHALT PLANT CUSTOMERS (TOO NUMEROUS TO LIST IN DETAIL)			

What amount, if any, is past due \$ 0.00

6	Deposits with bids or otherwise as guarantees	\$ 0.00
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DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE	AMOUNT

7	Interest accrued on loans, securities, etc.	\$ 312,811.00
----------	--	---------------

ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT
ASPHALT REFINING COMPANY		311,713.00
MCLP CHINA		1,098.00

8*	Real estate book value	(a) Used for business purposes	\$ 10,526,676.00
		(b) Not used for business purposes	

DESCRIPTION OF PROPERTY	IMPROVEMENTS		TOTAL BOOK VALUE
	NATURE OF IMPROVEMENTS	BOOK VALUE	
1. LAND			4,111,030.00
2. LAND IMPROVEMENTS (NET OF ACCUM. DEPR.)			3,223,935.00
3. BUILDINGS (NET OF ACCUM. DEPR.)			3,191,711.00
4.			
5.			
6.			
7.			

LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBRANCES
1. INDIANAPOLIS, IN			
2. LAFAYETTE, IN			
3. COLUMBUS, IN			
4. BLOOMINGTON, IN			
5. RICHMOND, IN			
6. PORTLAND, IN			
7.			

*List separately each item amounting to 10 per cent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (Continued)

9	Stocks and bonds	(a) Listed – present market value	\$	0.00
		(b) Unlisted – present market value		

DESCRIPTION	ISSUING COMPANY	LAST INT. OR DIV. PAID		PAR VALUE	PRESENT MARKET VALUE	QUAN-TITY	AMOUNT
		DATE	%				
1							
2							
3							
4							
5							
6							
7							

WHO HAS POSSESSION	IF ANY ARE PLEDGED OR IN ESCROW, STATE FOR WHOM AND REASON	AMOUNT PLEDGED OR IN ESCROW
1		
2		
3		
4		
5		
6		
7		

10	Materials in stock and not included in Item 4, Assets:	
	(a) For use on uncompleted contracts (present value)	\$ 6,733,528.00
	(b) Other materials (present value)	

DESCRIPTION OF MATERIAL	QUANTITY	PRESENT VALUE	
		FOR UNCOM- PLETED CONTRACTS	OTHER MATERIALS
LIQUID ASPHALT			913,709.00
AGGREGATES: SAND AND STONE			3,914,283.00
RECYCLED ASPHALT			1,568,313.00
SHINGLES			29,036.00
FUEL			158,730.00
MISCELLANEOUS: SUPPLIES & FREIGHT			149,457.00

11*	Equipment at book value	\$	42,791,845.00
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[illegible]

Are there any liens against the above? NO If so, state total amount \$ N/A

*If two or more items are lumped above, give the sum of their ages.

DETAILS RELATIVE TO ASSETS (Continued)

12	Furniture and fixtures at book value	\$ 83,495.00
13	Other assets	\$ 98,713,365.00

DESCRIPTION		AMOUNT
SEE SCHEDULE 13A		

TOTAL ASSETS \$ 193,370,161.00

DETAILS RELATIVE TO LIABILITIES

1	Notes payable	(a) To banks, regular \$ (b) To banks for certified checks (c) To others for equipment obligations (d) To others exclusive of equipment obligations 1,386,337.00
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TO WHOM: NAME AND ADDRESS	WHAT SECURITY	WHEN DUE	AMOUNT
MS TRANSPORT			1,236,337.00
RICK YATES			150,000.00

2	Accounts payable	(a) Not past due \$ 10,831,026.00 (b) Past due
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TO WHOM: NAME AND ADDRESS	FOR WHAT	DATE PAYABLE	AMOUNT
VARIOUS VENDORS (TOO NUMEROUS TO LIST IN DETAIL)			

3	Real estate encumbrances (See Item 8, Assets)	\$
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4	Other liabilities	\$ 25,930,191.00
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		AMOUNT
SEE SCHEDULE 4L		

5	Reserves	\$
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INTEREST	INSURANCE	BLDGS. & FIXT.	PLANT DEPR.	TAXES	BAD DEBTS		
\$	\$	\$	\$	\$	\$	\$	\$

6	Capital stock paid up	(a) Common \$ (b) Preferred
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7	Surplus	\$ 155,222,607.00
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TOTAL LIABILITIES \$ 193,370,161.00

Milestone



**Milestone Contractors, L.P.
Schedule 13A - Other Assets
As of February 29, 2020 - Unaudited**

<u>Item</u>	<u>Amount</u>
Miscellaneous receivables	\$172,602
Prepaid Expenses	\$1,853,832
Costs & Estimated Earnings in Excess of Billings	\$4,814,175
Investments in Subsidiaries	
MS Transport, LLC	\$3,566,721
Milestone of China	\$2,793,168
Non-compete Agreements	\$563,612
Notes Receivable Long Term	\$84,949,254
Other non-current assets	\$0
Total - Other Assets	<u>\$98,713,364</u>



Milestone



Milestone Contractors, L.P.
Schedule 4L - Other Liabilities
As of February 29, 2020 - Unaudited

<u>Item</u>	<u>Amount</u>
Accrued Salaries, Wages & Benefits	\$6,619,930
Accrued Sales, Use & Property Taxes	\$1,564,225
Other Accrued Expenses	\$2,230,509
Deferred Bonus - ST	\$128,876
Billings on Uncompleted Contracts in Excess of Costs	\$13,692,948
Long Term Non-compete	\$300,000
Other Non-Current Liabilities:	
Deferred Bonus	<u>\$1,393,703</u>
Total - Other Liabilities	<u><u>\$25,930,191</u></u>



•Equal Opportunity Employer•

Milestone Contractors, L.P.
P.O. Box 421459 Indianapolis, IN 46242-1459 (317) 788-6885 fax (317) 788-1098

If a corporation answer this:

Amount for which incorporated _____

Capital paid in cash _____ \$ _____

When incorporated _____

In what state _____

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

Do you have necessary "certificate of authority" to transact corporate business in this state, under the terms of Chapter 215, Acts of 1929, and acts amendatory thereto? _____

If a co-partnership answer this:

Date of organization JUNE 1, 1994

State whether co-partnership is general, limited or association LIMITED

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
CONTRACTORS UNITED, INC.-GENERAL PARTNER	5400 W. 86 TH STREET, INDIANAPOLIS, IN	\$ 84.3790%
THE HERITAGE GROUP	5400 W. 86 TH STREET, INDIANAPOLIS, IN	\$ 4.9210%
JCF TRUST 2018 NO 1	5400 W. 86 TH STREET, INDIANAPOLIS, IN	\$ 5.0030%
JCF TRUST 2018 NO 2	5400 W. 86 TH STREET, INDIANAPOLIS, IN	\$ 5.0030%

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of including the party to whom it is submitted to award the submitter a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

NOTE: A co-partnership must give firm name and signature of all partners. A corporation must give full corporate name, signature of official and affix corporate seal.

John P. Vermyse
THE HERITAGE GROUP

John P. Vermyse
CONTRACTORS UNITED, INC. - GENERAL PARTNER

John P. Vermyse
JCF TRUST 2018 NO 1

John P. Vermyse
JCF TRUST 2018 NO 2

Affidavit for Individual

STATE OF: _____)
COUNTY OF: _____)

ss:

_____ being duly sworn, deposes and says
that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ (Applicant must sign here)

_____ day of _____, _____

Notary Public

Affidavit for Co-Partnership

STATE OF: INDIANA)
COUNTY OF: MARION)

ss:

BRAD MCCALL

_____ being duly sworn, deposes and says

that he is a member of the firm of MILESTONE CONTRACTORS, L.P.; that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as the date thereof and that the answers to the foregoing interrogatories are true.

Brad McCall
MILESTONE CONTRACTORS, L.P. BY
CONTRACTORS UNITED, INC. - GENERAL PARTNER

Subscribed and sworn to before me this

12TH day of MAY, 2020

Sherri Ann Thompson
SHERRI ANN THOMPSON Notary Public

Brad McCall (Member of firm must sign here)
EXECUTIVE DIRECTOR OF ESTIMATING
MY COMMISSION EXPIRES: FEBRUARY 14, 2021

COUNTY OF RESIDENCE: MORGAN

Affidavit for Corporation

STATE OF: _____)
COUNTY OF: _____)

ss:

_____ being duly sworn, deposes and says

that he is _____ of the _____ the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ (Officer must sign here)

_____ day of _____, _____

Notary Public

CERTIFICATION

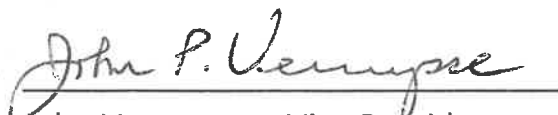
The undersigned, as Vice President, Secretary and Treasurer of Contractors United, Inc., an Indiana corporation, certifies that the following persons hold the office of the Corporation indicated below:

Charles F. Potts, Jr.	President
Mark Thompson	Senior Vice President
Scott Cornelius	Vice President
Lynn Shireman	Vice President
Todd Fawver	Vice President
John Vercruysse	Vice President, Secretary and Treasurer
David Franz	Vice President of Finance
Douglas S. Pierce	Vice President

The undersigned further certifies that, in addition to the above officers, the following are authorized to execute all contracts or similar documents on behalf of the corporation:

Patrick Walters	Controller
Amy L. Wright	Vice President, HR and Talent Development
Brad McCall	Executive Director of Estimating
Corey M. Baugh	Director of Estimating – Columbus
Mark Nagle	Director of Estimating – Lafayette
Kenneth M. Walker	Senior Estimator – Lafayette
Robert W. Ketron	Senior Estimator – Portland
Scott A. Hester	Director of Estimating – Richmond
Aaron J. Chandler	Director of Estimating - Bloomington

CERTIFIED, this 9th day of December, 2019.


John Vercruysse, Vice President,
Secretary and Treasurer

SECTION 3

PROPOSAL

CITY OF WESTFIELD, INDIANA

2020 Resurfacing Project

To: Westfield Public Works
2706 E. 171st Street
Westfield, Indiana 46074

Pursuant to the published "Advertisement for Bids", the undersigned has investigated the conditions affecting the cost of the proposed 2020 Resurfacing Project and having examined the site and understanding the requirements set forth in the Contract Documents, hereby proposes to provide and furnish all labor, materials, tools, equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the above work as required by said Contract Documents, including any and all addenda now on file in the Westfield Public Works office, City of Westfield, Indiana.

Project generally includes road reconstruction, milling, full depth patching, resurfacing, maintenance of traffic, and striping various thoroughfares and residential streets throughout the City of Westfield.

The project will be awarded to the lowest and most responsible bidder based on the combined total base bid plus any accepted alternates as selected by the Owner. The program will be located throughout the Westfield corporate limits.

The undersigned proposes to furnish all work for the construction of the 2020 Resurfacing Project, including all labor, materials, supplies, equipment and all appurtenances necessary to complete the work as per the drawings and the specifications for the following unit prices, to wit:

Schedule – The undersigned agrees to be substantially complete with the base bid work within 130 calendar days after the notice to proceed has been issued. All work shall therefore be complete within 30 calendar days of substantial completion. If work is not completed by the specified dates above, liquidated damages will be assessed at \$1,000.00 per day.

Bidder acknowledges the schedule of this contract (initial):  _____

The remainder of this page is intentionally left blank

Project Description

Base Bid

- **169th Street / David Brown Drive from Oak Ridge Road to Union Street (Appendix B)**
 - 4" Mill
 - Resurface - 1.5" HMA Surface on 2.5" HMA Intermediate
- **Casey Road from Ditch Road to 186th Street (Appendix C)**
 - 2" Mill and Resurface
 - Multiple full depth patches
 - Widening
 - Wedge and Leveling
- **Crestview Subdivision (Appendix D)**
 - Reconstruction of roadway
 - Remove existing asphalt plus 6" of subgrade
 - 1.5" HMA Surface on 5" HMA Intermediate on Subgrade Treatment, Type II on Geogrid
- **Maple Knoll Subdivision (Appendix E)**
 - 4" Mill
 - Resurface - 1.5" Surface on 2.5" Intermediate
- **Woodshire Subdivision (Appendix F)**
 - Multiple full depth patches
 - Scarification Milling
 - 1.5" HMA Surface

BASE BID ITEMIZED PROPOSAL

(SEE BREAKDOWN AT THE END OF THIS SECTION FOR FURTHER INFORMATION)

ID	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$60,028.52	\$60,028.52
2	207-08264	SUBGRADE TREATMENT, TYPE II	SYS	21,582	\$15.71	\$339,053.22
3	214-07202	GEOGRID, TYPE 1A, UNDISTRIBUTED	SYS	23,198	\$5.09	\$118,077.82
4	303-01180	COMPACTED AGGREGATE, NO. 53	TON	408	\$46.17	\$18,837.36
5	304-07490	HMA PATCHING, TYPE B	TON	879	\$143.71	\$126,321.09
6	304-07493	WIDENING WITH HMA, TYPE B	TON	185	\$214.44	\$39,671.40
7	306-08036	MILLING, ASPHALT, 2 IN	SYS	8,923	\$2.66	\$23,735.18
8	306-08038	MILLING, ASPHALT, 4 IN	SYS	26,771	\$5.19	\$138,941.49
9	306-08042	MILLING, SCARIFICATION	SYS	12,100	\$1.54	\$18,634.00
10	306-12357	MILLING, ASPHALT, 6.5 IN	SYS	21,582	\$7.02	\$151,505.64
11	401-07321	HMA, TYPE B, 64, SURFACE, 9.5 mm	TON	5,448	\$76.50	\$416,772.00
12	401-07328	HMA, TYPE C, 70, SURFACE, 9.5 mm	TON	741	\$83.52	\$61,888.32
13	401-07390	HMA, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	10,861	\$62.93	\$683,482.73
14	402-07451	HMA WEDGE AND LEVEL, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	86	\$87.63	\$7,536.18
15	406-05521	ASPHALT FOR TACK COAT	TON	29	\$0.01	\$0.29
16	720-94841	CASTING, VALVE, ADJUST TO GRADE	EA	8	\$478.51	\$3,828.08
17	801-06775	MAINTAINING TRAFFIC	LS	1	\$90,330.47	\$90,330.47
18	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	14,112	\$0.55	\$7,761.60
19	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	14,206	\$0.55	\$7,813.30

20	808-75272	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN	LFT	96	\$20.00	\$1,920.00
21	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN	LFT	69	\$20.00	\$1,380.00
22	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	2	\$400.00	\$800.00
23	808-75330	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, PED XING	EA	2	\$600.00	\$1,200.00
24	808-75996	SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVE	EA	30	\$8.78	\$263.40
Total						\$2,319,782.09

Base Bid Amount in words for 2020 Resurfacing Project:

Two Million Two hundred seventy two thousand six hundred forty eight Dollars and 88 /100

This price is the sum of the quoted unit prices multiplied by the quantity for each item as shown on the above Base Bid Itemized Proposal.

The undersigned encloses herewith a certified check or cashier's check payable to the City of Westfield, Indiana or a bidder's bond binding the undersigned and surety to the City of Westfield, Indiana, in the amount of

5% of bid dollars
Dollars (\$ _____),

which amount is not less than five percent (5%) of the base bid as set out above, guaranteeing that the undersigned will enter into Contract for the performance of the work once the Proposal is accepted. Form 96, Contractors Bid for Public Works, of the Indiana State Board of Accounts is also properly executed and attached hereto. A Non-collusion Affidavit, as required by the statutes of the State of Indiana, is properly executed and attached hereto, if not included on the Form 96.

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of 90 days from the date of receiving proposals by the City of Westfield, Indiana.

Receipt of Addenda No. 1 5-6-20 is hereby acknowledged.

Respectfully submitted,

Rieth-Riley Construction Co., Inc.

Contractor

(Individual ☐) (Partnership ☐)

or (Corporation ☒)

By

DED

Title

David, Dankert, Area Manager

Dated:

Address 1751 W. Minnesota St

May 12th

, 20 20

Indianapolis, IN 46221

NOTE: The legal status of the Bidder, whether as an individual, partnership, or corporation, must be indicated above, and all pertinent information as required by the Specifications must be furnished.

CITY OF WESTFIELD, INDIANA

Failure by a Bidder to comply with the foregoing requirements may result in his bid being disqualified.

BID OF

Rieth-Riley Construction Co., Inc.

(Contractor)

1751 W. Minnesota Street

(Address)

Indianapolis, IN 46221

FOR

PUBLIC WORKS PROJECTS

OF

City of Westfield

Filed _____

Action taken _____



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

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

Date (month, day, year): May 12, 2020

1. Governmental Unit (Owner): City of Westfield

2. County : Hamilton

3. Bidder (Firm): Rieth-Riley Construction Co., Inc.

Address: 1751 W. Minnesota Street

City/State/ZIPcode: Indianapolis, IN 46221

4. Telephone Number: 317-634-5561

5. Agent of Bidder (if applicable): N/A

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of 2020 Resurfacing Project

(Governmental Unit) in accordance with plans and specifications prepared by _____
_____ and dated _____ for the sum of

See Proposal Forms

\$ _____

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 \$150,000 or more – IC 36-1-12-4)

Governmental Unit: City of Westfield

Bidder (Firm) Rieth-Riley Construction Co., Inc.

Date (month, day, year): May 12, 2020

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
814,478.00	Heavy, Highway	2018	City of Indianapolis, IN
1,489,267.00	Heavy, Highway	2018	Johnson County, IN
1,525,902.00	Heavy, Highway	2018	INDOT, Indianapolis, IN
7,495,072.00	Heavy, Highway	2018	INDOT, Indianapolis, IN

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
28,589,326.39	Heavy, Highway	2020	City of Carmel, IN
35,482,932.67	Heavy, Highway	2019	Indianapolis Public Trans Corp
33,528,548.13	Heavy, Highway	2019	INDOT, Indianapolis, IN
12,125,932.13	Heavy, Highway	2019	INDOT, Indianapolis, IN

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

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

Terracon, Cincinnati, OH

Duke Construction, LP, Indianapolis, IN

Pepper Construction Company of Indiana, Indianapolis, IN

Browning Construction, LLC

Prologis, Indianapolis, IN

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, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

As per plans and specifications

2. Please list the names and addresses of all 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.

See attached Exhibit A

EXHIBIT "A"

Striping and Signage

Otto's Parking Marking Co., Inc.
2449 East Main Street
Greenwood, IN 46143

RoadSafe Traffic Systems, Inc.
3519 Harding Street
Indianapolis, IN 46217

Gridlock Traffic Systems, Inc.
6400 Massachusetts Ave.
Indianapolis, IN 46226

Highway Safety Services, Inc.
3215 Imperial Parkway
Lafayette, IN 47909

Seed / Sod / Erosion Control

Earth Images, Inc.
3471 W. County Line Road, Ste. B.
Greenwood, IN 46142

Slusser's Green Thumb, Inc.
125 Montgomery Street
Logansport, IN 46947-0033

Roudebush Grading Inc.
17155 Harger Ct
Noblesville, IN 46060

Guardrail

C-Tech Corporation
5300 West 100 North
Boggsstown, IN 46110

James H. Drew Corporation
8701 Zionsville Road
Indianapolis, IN 46268

Specialties Company, LLC
9350 East 30th Street
Indianapolis, IN 46229

Electrical

James H. Drew Corporation
8701 Zionsville Road
Indianapolis, IN 46268

The Hoosier Company
5421 West 86th Street
Indianapolis, IN 46268

Signal Construction, Inc.
5639 West US 40
Greenfield, IN 46140

T.C. Electric, Inc.
2817 W 100 S
Franklin, IN 46131

Milling

Javelina Construction, Inc.
13476 Britton Park Drive
Fishers, IN 46038

Mid-America Milling Co., Inc.
2227-A Koetter Drive
Clarksville, IN 47129

C.E. Hughes
PO Box 0578
Jeffersonville, IN 47130

McCrite Milling & Construction Co., Inc.
209 Quality Court, Ste. 8
New Albany, IN 47150

Specialties Company, LLC
9350 East 30th Street
Indianapolis, IN 46229

Grading

Denger Grading, Inc.
3266 East 100 North
Lebanon, IN 46052

Gradex, Inc
12900 N. Meridian St
Carmel, IN 46032

Engineering

USI Consultants, Inc.
8415 East 56th Street
Indianapolis, IN 46216

Certified Engineering, Inc.
3933 Millersville Road
Indianapolis, IN 46205-3850

CES LLC
7172 N. Keystone Ave, Unit J
Indianapolis, IN 46240

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 will 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.

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

As required for specified items of work.

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.

No.

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.

Contractor's Financial Statement

Submitted by Rieth-Riley Construction Co., Inc.

with principal office at 3626 Elkhart Road, P.O. Box 477, Goshen, IN 46527-0477

To _____

- ☒ A Corporation
☐ A Co-partnership
☐ An Individual

Condition at close of business		March 31, 2020									
ASSETS		Dollars									
		Cts									
1. Cash:	(a) On hand										0
	(b) In bank	9	3	6	7	4	2	7	3		0
	(c) Elsewhere										0
2. Notes receivable	(a) Due within 90 days										0
	(b) Due after 90 days										0
	(c) Past due										0
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment											0
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate											0
	(a) Amount receivable after deducting retainage	1	8	0	5	8	9	9	1		0
	(b) Retainage to date; due upon completion of contracts										0
5. Accounts receivable from sources other than construction contracts											0
6. Deposits for bids or other guarantees:	(a) Recoverable within 90 days										0
	(b) Recoverable after 90 days										0
7. Interest accrued on loans, securities, etc.	OTHER CURRENT ASSETS	1	3	5	4	2	5	1	4		0
8. Real estate:	(a) Used for business purposes	4	0	1	6	1	4	6	4		0
	(b) Not used for business purposes										0
9. Stocks and bonds:	(a) Listed - present market value										0
	(b) Unlisted - present value										0
10. Materials in stock not included in Item 4	(a) For uncompleted contract (present value)										0
	(b) Other materials (present value)	9	9	9	2	4	4	7	9		0
11. Equipment, book value		5	2	2	6	7	8	3	1		0
12. Furniture and fixtures, book value											0
13. Other assets		1	5	5	4	7	1	8	8		0
Total assets		34	9	6	6	5	6	9	4		0
LIABILITIES											
1. Notes payable:	(a) To banks regular										0
	(b) To banks for certified checks										0
	(c) To others for equipment obligations										0
	(d) To others exclusive of equipment obligations										0
2. Accounts payable:	(a) Not past due	2	7	1	2	5	4	1	4		0
	(b) Past due										0
3. Real estate encumbrances											0
4. Other liabilities		5	4	6	6	7	5	9	4		0
5. Reserves											0
6. Capital stock paid up:	(a) Common										0
	(b) Common										0
	(c) Preferred										0
	(d) Preferred										0
7. Surplus (net worth)		35	8	3	3	5	8	2	9		0
Total liabilities		34	9	6	6	5	6	9	4		0
CONTINGENT LIABILITIES											
1. Liability on notes receivable, discounted or sold											0
2. Liability on accounts receivable, pledged, assigned or sold											0
3. Liability as bondsman											0
4. Liability as guarantor on contracts or on accounts of others											0
5. Other contingent liabilities											0
Total contingent liabilities											0

Brian A. Inniger, as Vice-President of Finance/Administration of Rieth Riley Construction Co., Inc. hereby declares that the foregoing "Contractor's Financial Statement" is a true and accurate statement of the financial condition of said Corporation as of the date thereof.

Brian A. Inniger
 Brian A. Inniger VP Finance/Administration

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 V OATH AND AFFIRMATION

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

Dated at Indianapolis this 12th day of May, 2020

Rieth-Riley Construction Co., Inc.

(Name of Organization)

By David Dankert

David Dankert, Area Manager

(Title of Person Signing)

ACKNOWLEDGEMENT

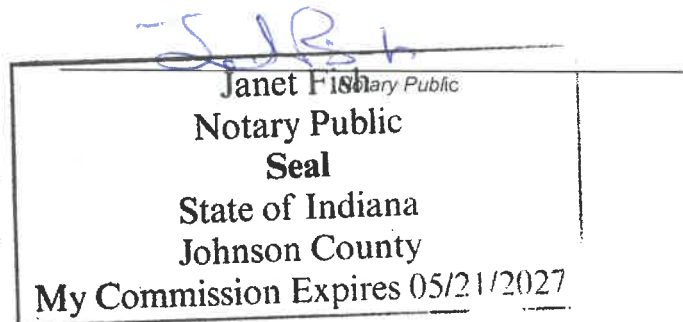
STATE OF Indiana)
) ss
COUNTY OF Marion)

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

Subscribed and sworn to before me this 12th day of May, 2020.

My Commission Expires: May 21, 2027

County of Residence: Johnson



BID BOND**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS,

That we, RIETH-RILEY CONSTRUCTION CO., INC., as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Westfield

, as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Dollars Dollars (\$ 5% Bid Dollars), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
2020 Resurfacing Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such, or in the *event* of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th day of May 2020

Witness

RIETH-RILEY CONSTRUCTION CO., INC.

(Principal) (Seal)

(Name & Title) David Dankert, Area ManagerTRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Witness

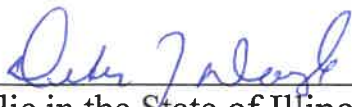
K HanniganSandra M. Nowak
Sandra M. Nowak, Attorney-in-Fact

ACKNOWLEDGEMENT BY SURETY

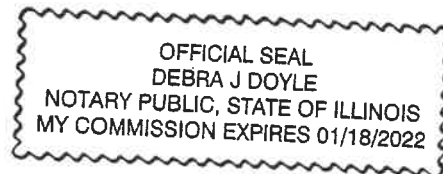
STATE OF ILLINOIS
COUNTY OF WILL

On this 15th day of May, 2020, before me, Debra J. Doyle, a Notary Public, within and for said County and State, personally appeared Sandra M. Nowak to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois
County of Will





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sandra M. Nowak** of **Chicago** of **Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____

day of _____



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

RIETH-RILEY CONSTRUCTION Co., Inc.

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CERTIFICATE OF AUTHORITY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned President of Rieth-Riley Construction Co., Inc., a corporation duly organized and existing under the laws of the State of Indiana, hereby represents and confirms that **David W. Dankert, Area Manager**, has full power and authority to make, execute, seal, if required by law, and deliver for and on its behalf, and as its act and deed any and all bids, proposals or contracts, said bids, proposals or contracts not to exceed **\$5,000,000.00** which bids, proposals or contracts call for work, services, or materials to be furnished by Rieth-Riley Construction Co., Inc., whether such bids, proposals or contracts are being submitted to an individual or entity, public or private, and to bind Rieth-Riley Construction Co., Inc. thereby as fully and to the same extent as if such bids, proposals or contracts were signed by an Executive Officer of Rieth-Riley Construction Co., Inc., and sealed, if required by law, and attested by one of such officers, and hereby ratifies and confirms all that the above named designee may do in pursuance hereof.

The authority granted to the above named designee is pursuant to Section 6.03 of the Restated By-Laws of Rieth-Riley Construction Co., Inc., as amended, which Restated By-Laws were effective February 9, 2010, and which Restated By-Laws, as amended, and the authority granted to the above named designee continue in full force and effect.

This Certificate of Authority is issued, signed and sealed, if required by law, by facsimile under and by authority of the following standing resolutions adopted by the Board of Directors of Rieth-Riley Construction Co., Inc., at a meeting held on the 16th day of February, 1996, at which a quorum was present, and which resolutions have not been amended or repealed and continue in full force and effect:

"Resolved that for purposes of clarification and in furtherance of the intent of Section 6.03 of the By-Laws of the Company the authority granted in Section 6.03 shall extend to the making, execution, sealing, if required by law, and delivery on behalf of the Company of all documents required as part of any bid, proposal or contract, which is for work, services or materials to be furnished by Company and which is being submitted to an individual or entity, public or private."

"Resolved that in carrying out the provisions of Section 6.03 of the By-Laws of the Company the signatures of such directors and officers and, if required by law, the seal of the Company may be affixed to any such Certificate of Authority or any certificate relating thereto by facsimile, and any such Certificate of Authority or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Certificate of Authority so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company, with respect to any bid, proposal or contract to which it is attached."

IN WITNESS WHEREOF, Rieth-Riley Construction Co., Inc., has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this **12th day of February, 2019**.



RIETH-RILEY CONSTRUCTION CO., INC.

A handwritten signature in black ink.

A. Keith Rose, President

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

On this **12th day of February, 2018**, before me personally came A. Keith Rose, to me known, who, being by me sworn, did depose and say: that he is President of Rieth-Riley Construction Co., Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he executed the said instrument on behalf of the corporation by authority of his office pursuant to corporation's Restated By-Laws and standing resolutions.

My Commission Expires: March 16, 2024



A handwritten signature in black ink.

Ronya Phillips, Notary Public
Residing in Elkhart County, Indiana

I, Robert L. Konopinski, do hereby certify that I am the duly appointed and acting Secretary of Rieth-Riley Construction Co., Inc., a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana; that the foregoing Certificate of Authority has neither been amended or rescinded and remains in full force and effect; and furthermore, that the Restated By-Laws and standing resolutions of the corporation, as referred to and set forth in this Certificate of Authority, continue in full force and effect.

Signed and Sealed at the Corporate Office of Rieth-Riley Construction Co., Inc., in the City of Goshen, State of Indiana. Dated this _____ day of _____, 20_____.



A handwritten signature in black ink.

Robert L. Konopinski, Secretary



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Memorandum

To: Distribution List

From: A. Keith Rose, President 

Date: August 27, 2019

Subject: Appointment of Assistant Secretaries
For Attestation Purposes Only

In accordance with the power granted to me by Rieth-Riley Construction Co., Inc.'s By-Laws and Board of Directors, I hereby appoint each of the persons listed on the attached List of Assistant Secretaries to serve in the capacity as Assistant Secretary for Attestation Purposes only effective as of August 26, 2019.

As an Assistant Secretary, you are authorized to attest to signatures of authorized employees who are signing documents on behalf of Rieth-Riley Construction Co., Inc.

You will hold this position until the 2019 Annual Board meeting or until such earlier time that you resign, your employment with Rieth-Riley is terminated, or your appointment is rescinded by the Board or me.

AKR/dls

Attachment

Distribution List:

K. Rensberger	R. Phillips	B. Inniger	K. Rose	G. Yarkie
M. Jaskela	S. Stine	K. Tussey	T. Parten	J. Yadon
G. Pyclik	J. McCormick	B. Garrett	C. Weinkauff	T. Gosc
S. Bragg	E. Engleking	J. Lee	J. Mulhern	D. Foreman
C. Waldo	A. Teceno	C. Loney	R. Lauretti	K. Breukink
L. Bushong	R. Trout	R. Haney	A. Reisig	T. Colberg
M. Southwood	D. Larson	E. Jordan	D. J. Shannon	N. Yoder
N. Pierpoint				

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**LIST OF ASSISTANT SECRETARIES
(for attestation purposes only)
Effective as of August 26, 2019**

Corporate	Karmen Rensberger Ronya Phillips
Indianapolis	Michael Jaskela Kevin Tussey Thomas Parten Eric Jordan Deborah Janell Shannon
Lafayette	Brian Garrett Chris Weinkauff Nancy Yoder
South Bend/Elkhart	John Yadon Joshua McCormick Gary Pyclik
LaPorte	Samantha Bragg Todd Gosc
Cal-Region	Daniel Foreman James Lee Joan Mulhern
Benton Harbor/Kalamazoo	Richard Haney Adrienne Reisig
Big Rapids/Ludington	Chad Waldo Amy Teceno
Grand Rapids	Chad Loney Kirk Breukink Rosann Lauretti
Lansing	Daniel Larson Nichole Pierpoint

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Houghton Lake

Larry Bushong
Raychelle Trout

Petoskey/Traverse City

Todd Colberg
Mary Southwood