

January 25th, 2022

The Hendricks County Drainage Board met in the Commissioners' Room on the first floor of the Hendricks County Government Center. Those present were President Bob Gentry, Vice President Phyllis A. Palmer, Members Dennis W. Dawes, and Jack Maloney, Hendricks County Attorney Greg Steuerwald, Hendricks County Surveyor David Gaston, Chief Deputy Surveyor Tiffany Dalton, Dirk Leonard, Blake Stephenson, Nathaniel Shaffer, Gary Sowers, Mitchell Alexander, Legan Moulder, Tony Murrain, Dick Robertson, Ian Hahus, and David Eichelberger.

President Bob Gentry determined there was a quorum and led the Pledge of Allegiance and a prayer for those who wished to participate. President Gentry then called for the first order of business.

RE: IN THE MATTER OF APPROVAL OF MINUTES:

President Gentry requested a motion with regards to the minutes of the January 11th, 2022, Drainage Board meeting. Member Jack Maloney moved to approve the January 11th, 2022, Drainage Board meeting minutes as presented. Vice President Phyllis Palmer seconded the motion. The motion was unanimously passed.

RE: IN THE MATTER OF BILLS TO BE PAID:

DRAIN MAINTENANCE EXPENSES

Alexander Surveying	Drain 468 Daniel Kennedy	\$	2,550.00
	Acct. Balance - -\$2,150.00		
Davey Resource Group	Drain 400 Garvey Neal Pollard Todd	\$	654.25
	Acct. Balance - \$348,106.99		
Via Excavating	Drain 606 Crosswind Estates	\$	2,000.00
	Acct. Balance - \$2,116.67		
Total Maintenance Fund Due:		\$	5,204.25

Vice President Palmer moved to approve the Maintenance Fund bills in the amount of \$5,204.25. President Gentry seconded the motion. The motion was unanimously passed.

AUDITOR'S REPORT

January 25th, 2022 Auditor's Report

Member Jack Maloney moved to approve the January 25th, 2022, Auditor's Report as presented in the amount of \$5,204.25. Vice President Palmer seconded the motion. The motion was unanimously passed.

RE: INTRODUCTION OF OTHER BUSINESS OR ADDITIONAL DISCUSSION BY COUNSEL, STAFF OR PUBLIC:

RE: HENDRICKS COUNTY ATTORNEY GREG STEUERWALD:

None cited.

RE: HENDRICKS COUNTY SURVEYOR DAVID GASTON:

Mary Gibbs Regulated Drain project

Hendricks County Surveyor David Gaston said his office had received 2 sealed bids for the Mary A. Gibbs Regulated Drain project. President Gentry asked for the bids to be opened. The bids were as follows:

Murrain Excavating	\$590,000.00
Alexander Contractors	\$425,120.00

Mr. Gaston stated the bids would be handed over to Christopher Burke Engineering for evaluation and they would make a recommendation at the February 8th meeting of the Drainage Board.

Lingerman- Forest Commons Regulated Drain project

Hendricks County Surveyor David Gaston said his office had received 3 sealed bids for the Lingerman – Forest Commons Regulated Drain project. President Gentry asked for the bids to be opened. The bids were as follows:

Murrain Excavating	\$150,880.00
Alexander Contractors	\$200,000.00
Millennium Contractors	\$285,000.00

Mr. Gaston stated the bids would be handed over to Christopher Burke Engineering for evaluation and they would make a recommendation at the February 8th meeting of the Drainage Board.

Phillips Regulated Drain

Mr. Gaston stated 3 requests had been brought to his attention for the Phillip Regulated Drain.

The first was from Mr. Brian Taylor. Mr. Taylor asked to have the drain riser moved to his north property line. Discussion followed. Member Jack Maloney moved to relocate the Phillips Drain riser to Mr. Taylor's north property line. President Gentry seconded the motion. The motion was unanimously approved.

The second request was from Mr. John Baker. Mr. Baker requested that a new arm to the Phillips Drain be constructed west along his north property line starting at County Road 650 E and connect to the James Phillips Regulated Drain tile or to do an open ditch and outlet it to the pond on Mr. Taylor's neighboring property. Mr. Gaston informed the Board there is a wetlands area around the pond on Mr. Taylor's property. Discussion followed. It was the consensus of the Board to have Mr. Gaston work with Mr. Baker to determine what needs to be done to help with drainage on Mr. Baker's property.

The third request came in a letter from the Superior Court of Hendricks County. The letter was requesting that a Conservancy District be set up for the property to the east of Mr. Taylor and Mr. Neese's property along the Phillips Regulated Drain. Discussion followed. The Board stated they would take the matter under advisement.

RE: IN THE MATTER OF WISHES TO BE HEARD:

Tony Murrain of Murrain Excavating

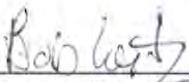
President Gentry recognized Mr. Tony Murrain of Murrain Excavating. Mr. Murrain asked if the dates for the Forest Commons – Lingerman Regulated Drain contract would remain the same since the bid opening was delayed. Discussion followed. Mr. Gaston stated they would unless weather conditions caused a delay.

RE: INTRODUCTION OF OTHER BUSINESS OR ADDITIONAL DISCUSSION BY BOARD MEMBERS:

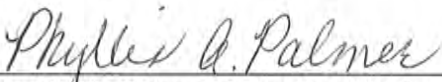
ADJOURN:

Seeing nothing further before the Board, Vice President Palmer moved to adjourn the meeting. President Gentry seconded the motion. The motion was passed unanimously.

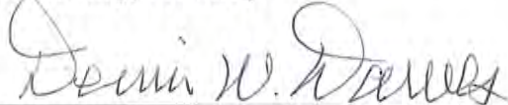
HENDRICKS COUNTY DRAINAGE BOARD:



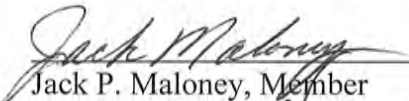
Bob Gentry, President



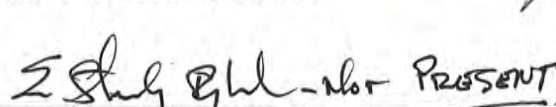
Phyllis A. Palmer, Vice President




Dennis W. Dawes, Member



Jack P. Maloney, Member

 ~~PRESENT~~ ATTEST:

E. Stanley Ryland, Member



Gary W. Sowers II, Secretary

ERIE INSURANCE COMPANY
BID BOND

Know All Men by These Presents,

Bond No. FF332

That we, ARTHUR'S EXCAVATION
(hereinafter called the Principal) as Principal and the ERIE INSURANCE COMPANY, of Erie, Pennsylvania, a
corporation duly organized under the laws of the State of Pennsylvania, (hereinafter called the Surety),
as Surety, are held and firmly bound unto HENDRICKS COUNTY DRAINAGE BOARD
. hereinafter called the Oblige in the full and just sum of TWENTY ONE THOUSAND

TWO HUNDRED FIFTY SIX DOLLARS AND NO CENTS Dollars, (\$425,120),
good and lawful money of the United States of America, to the payments of which sum of money well
and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 24TH day of JANUARY, A.D. 22
Year


THE CONDITION OF THIS OBLIGATION IS SUCH: That, if the Oblige shall make any award within 60
days to the Principal for EXENSION OF THE MARY A GIBBS REGULATED DRAIN FROM A MANHOLE . . .
LOCATED NE OF THE INTERSECTION OF CR 725 N AND N CR 800 E TO INTERSECT WITH MALONEY
ROAD APPROXIMATELY 1.25 MILES NORTH OF THE STARTING MANHOLE

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall
duly make and enter into a contract with the Oblige in accordance with the terms of said proposal
or bid and award and shall give bond for the faithful performance thereof with the Surety or Sureties
approved by the Oblige; or if the Principal shall, in case of failure so to do, pay the Oblige the damages
which the Oblige may suffer by reason of such failure, not exceeding the penalty of this bond, then
this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

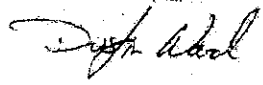
In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

Principal ARTHUR'S EXCAVATION

Witness: 
DUSTIN WARD

By: 
Title JACOB ARTHUR - OWNER

Witness: 
MICHELLE WENZEL

ERIE INSURANCE COMPANY
By: 
DUSTIN WARD
Attorney-in-Fact



LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint -----

----- Dustin E. Ward -----

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship, -----
----- in a penalty not to exceed the sum of five hundred thousand dollars (\$500,000.00).-----

And to bind ERIE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of ERIE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 2nd day of September, 2016, and said Resolutions have not been amended or repealed:

“RESOLVED, that the Chief Executive Officer, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) Remove any such Attorney-in-Fact at any time and revoke the power and authority given to him or her.

RESOLVED, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.”

This Limited Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY on the 2nd day of September, 2016, and said Resolution has not been amended or repealed:

“RESOLVED, that the signature of Timothy G. NeCastro, as Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of Brian W. Bolash, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her notarial seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company.”

IN WITNESS WHEREOF, ERIE INSURANCE COMPANY has caused these presents to be signed by its Chief Executive Officer, and its corporate seal to be hereto affixed this 18th day of October, 2016.



Timothy G. NeCastro
Timothy G. NeCastro
Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA } ss.
COUNTY OF ERIE

On this 18th day of October, 2016, before me personally came Timothy G. NeCastro, to me known, who being by me duly sworn, did depose and say: that he is Chief Executive Officer of ERIE INSURANCE COMPANY, 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; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Sheila M. Hirsch
My commission expires June 27, 2020
Notary Public

CERTIFICATE

I, Brian W. Bolash, Secretary of ERIE INSURANCE COMPANY, do hereby certify that the original LIMITED POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company,



Brian W. Bolash
Brian W. Bolash, Secretary

this day of 20 .

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 Hendricks Co this 24th day of JAN, 2022

Alexandre Contractors
(Name of Organization)

By [Signature]

Mitchell Alexandre
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana,
COUNTY OF Hendricks) ss

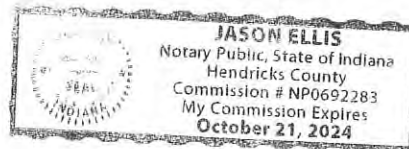
Before me, a Notary Public, personally appeared the above-named Mitchell Alexandre and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 24th day of Jan, 2022.

[Signature]
Notary Public

My Commission Expires: 10-21-24

County of Residence: Hendricks



**BID SCHEDULE
MARY GIBBS TILE RECONSTRUCTION
HENDRICKS COUNTY, INDIANA**

Item	Description of Work	Bid Quantity	Unit	Unit Price	Subtotal
1	Construction Mobilization/Demobilization	1	LS	125,000	125,000
2	Construction Surveying	1	LS		15,000
3	Dewatering	1	LS		20,000
4	Construction Entrance (Access Route)	2	EA		9,000
5	Demolition (Clearing and Grubbing)	1	LS		20,000
6	Trenchless Installation	124	LF		146,000
7	12" HDPE Drain Tile	278	LF		11,120
8	48" Diam. Storm Manhole	4	EA		24,000
9	Pipe Abandonment	150	LF		8,000
10	Site Restoration/Stablization	1	LS		7,000
BID TOTAL:					425,120.00



775 Kacena Road Hiawatha, IA 52233

P: 800-926-8230 F: 319-364-6502

Email: info@dexterfinancial.com

DEXTER
FINANCIAL

PERSONAL FINANCIAL STATEMENT

NAME(S): Mitchell Alexander (Alexander Contractors) Individual Joint with Spouse

ASSETS	DOLLARS	LIABILITIES	DOLLARS
Cash, Savings Accounts and CDs	43,285.46	Credit Card Balances	5,324.76
Retirement Accounts (IRA, 401K, etc.)	NA	Automobile Loans	261,000
Stocks & Bonds not held in Retirement Accounts	NA	Notes Payable-Business(es) Owned	125,000
Accounts and Notes Receivable	108,250	Notes Payable to Others	702,000
Real Estate Owned-From Schedule	1,700,000	Other Unpaid Taxes and Interest	
Automobiles and other Personal Property	550,000	Real Estate Mortgages Payable-From Schedule	737,000
Business(es): 1. <u>Alexander Contractors</u>		Other Liabilities: 1.	
2.		2.	
3.		3.	
Other Assets: 1.			
2.			
		TOTAL LIABILITIES	1,128,324.76
		NET WORTH (Assets minus Liabilities)	1,273,210.70
TOTAL ASSETS	2,401,535.46	TOTAL LIABILITIES AND NET WORTH	2,401,535.46

SCHEDULE OF REAL ESTATE OWNED							
					Mortgage Information		
Property Address	Title In Name of	Date Acquired	Original Cost	Present Market Value	Balance	Maturity	Mortgage Holder
4490 N CR 200 E Danville	Self	3/5/2020	38,160.00	1,200,000	627,000	2050	State Bank
9375 N CR 75 E Leola	Self	6/4/2021	120,000	500,000	110,000	2048	State Bank
Totals							

SOURCE OF INCOME	DOLLARS	CONTINGENT LIABILITIES	DOLLARS
Salary	120,000.00	As Endorser, Co-Maker or Guarantor	
Net Investment Income		Legal Claims & Judgments	
Other Income (Describe Below) <small>You need not disclose income from alimony, child support, or separate maintenance unless you wish such amount to be considered in the credit determination.</small>	307,675.00	Provision for Federal Income Tax	
Description of Other Income	<u>Pass Through S Corp</u>		

I/we have carefully read and submitted the foregoing information provided on this statement to Dexter Financial Services, Inc. (DFS). The information is presented as a true and accurate statement of my/our financial condition on the date indicated. This statement is provided for the purpose of obtaining and maintaining credit with DFS. I/we agree that if any material change(s) occur(s) in my/our financial condition that I/we will immediately notify DFS of said change(s) and unless DFS is so notified it may continue to rely upon this financial statement and the representations made herein as a true and accurate statement of my/our financial condition. I/we authorize DFS to make whatever credit inquiries it deems necessary in connection with this financial statement. I/we authorize and instruct any person or consumer reporting agency to furnish to DFS any information that it may have or obtain in response to such credit inquiries. I/we also hereby certify that no payment requirements listed herein are delinquent or in default except as follows; if "NONE" so state. Mitchell Alexander I/we fully understand that it is a federal crime punishable by fine or imprisonment or both to knowingly make any false statements concerning any of the above facts, pursuant to 18 U.S.C. Section 1014.

Signature Date 1/23/2022 Signature Date 01/23/2022



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): January 13, 2022

1. Governmental Unit (Owner): Hendricks County Surveyors Office
2. County: Hendricks
3. Bidder (Firm): Alexander Contractors
Address: 4490 N CE 200 E
City/State/ZIP Code: Danville, IN 46122
4. Telephone Number: (317) 709-4630
5. Agent of Bidder (if applicable): Mitchell Alexander

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Mary Gibbs Tile Reconstruction (Governmental Unit) in accordance with plans and specifications prepared by Christopher Burke Engineering LLC and dated 1/24/2022 for the sum of \$ 425,120.00

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: Hendricks County Surveyors Office

Bidder (Firm) Alexander Contractors

Date (month, day, year): 01/23/2022

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
Arvon Estates		01/24/2022	Hendricks County Surveyor
Daniel Kenny		10/22/2021	Hendricks County Surveyor
Hunt Higgins		05/27/2021	Hendricks County Surveyor

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

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.

Beacon Builders
Dowdy Electric
Indy Electric
Go Hayward
Ryan Dean

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.)

~~Explain~~ Given that material is able to be obtained we will begin construction in the next month and complete within 60 days being good weather.

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.

Artluns Excavation and Drainage - Excavation/Hauling
Beck Construction Landmark - Boring

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.

Arthurs Excavation - Po Box 38 New Ross, IN 47968
Snyder Construction - 150 Acch Washington Road Corydon, IN

No Bonding Required from Contractors

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.

Cat D5N Dozer, Mack Triaxle, Case 250, Deere 135,
Deere 325, Bore Rig,

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 I have quoted all materials for this
job.

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.

BID OF

Alexander Contractors
(Contractor)

4490 N CR 200 E
(Address)

Danville, IN 46122

FOR

PUBLIC WORKS PROJECTS

OF

Filed _____

Action taken _____

DOCUMENT 00 91 13

ADDENDA

ADDENDUM NUMBER 1

DATE: January 13, 2022

PROJECT: Mary Gibbs Tile Reconstruction CSX Jack and Bore

OWNER: Hendricks County Surveyor's Office

ENGINEER: Christopher B. Burke Engineering, LLC



TO: Prospective Bidders

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated September 2021 with amendments and additions noted below.

Acknowledge receipt of this Addendum in the bid submission package. Failure to do so may disqualify the Bidder.

This Addendum consists of the following attachments:

Document	Issue Date
Bidder Question Log	January 13, 2022

  1/23/2022

1. QUESTION LOG - CLARIFICATIONS / CORRECTIONS / MODIFICATIONS TO CONTRACT DOCUMENTS

A. The following questions have been submitted following the bid announcement. Responses to each are provided in italics below.

i. Is a certified check or bidder's bond required at Bid Opening on the 25th of January?

Response: Yes, a Bid Bond or certified check will be required on the 24th of January by 4PM. Refer to document 00 12 00 Bid Submission Information for all required documents to be included within the SEALED bid package.

ii. On Advertisement for Bids page 00 10 00 - 1. It states that 5% of the total amount of highest aggregate bid. In Layman's terms what exactly does that mean?

Response: The highest aggregate bid is standard language and safe guards the owner for projects that accept alternative bids. Alternative bid pricing is not applicable for this project thus the bid bond for this project will be for 5% of the total bid price.

iii. Is there a CSX field representative contact?

Response: A field representative has not been assigned to this project. See below for the CSX project engineer who reviewed the plans.

**Chase Browning, CSX Transportation, Inc.
Real Estate, Project Engineer
500 Water Street, J180, Jacksonville, FL 32202
Off. 904-279-3936, Fax. 904-366-4042
E-mail: Chase_Browning@csx.com**

iv. Is there a date set for sure when project has to start or completed? Weather, supplies, sub-contractor permitting?

Response: The substantial completion for the project has been revised to be December 31, 2022, with final completion on March 31, 2023. Please see the following statement to update Article 4 – Contract Times of the Agreement Between the Owner and Contactor for Construction Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed by December 31, 2022 ~~within 60 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions~~, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by March 31, 2023 ~~within 90 days after the date when the Contract Times commence to run.~~

END OF DOCUMENT

BID OF

Alexander Contractors
(Contractor)

4490 N CK ZOO E
(Address)

Danville, IN 46122

FOR

PUBLIC WORKS PROJECTS

OF

Filed _____

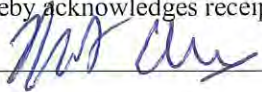
Action taken _____

ITEMS TO BE SUBMITTED WITH BID

1. Indiana State Form No. 96 with Non-Collusion Affidavit
2. Bid Bond (5% of Bid Total)
3. Bid Schedule
4. Financial Statement for Bidders
5. Subcontractor and Material Supplier List

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

The Bidder hereby acknowledges receipt of the following addenda:

1.  _____
2. _____
3. _____
4. _____

SUBCONTRACTOR AND MATERIAL SUPPLIER LIST

~~McKinley Storm Sewer Improvements~~
Mary Gibbs Reconstruction

Submit names of all subcontractors, material suppliers, manufacturers and materials, as applicable for the following divisions of work. Indicate where work is to be performed by the Contractor's "Own Forces". Add additional work items and names to comprehensively cover all work on the Project.

WORK ITEM	SUBCONTRACTOR	SUPPLIER	MANUFACTURER	MATERIAL
<i>Trenchless Installation</i>	<i>Snyder Construction Arthur's Excavation</i>			
<i>Manholes</i>	<i>Runker Materials</i>	<i>Runker</i>		<i>Manholes</i>
<i>Shelby Restco</i>				<i>Concrete/ Flowable</i>
<i>Fratco</i>				<i>Pipe Supplier</i>

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 Hendricks Co this 24th day of Jan, 2022

Alexander Contractors
(Name of Organization)

By Mitchell Alex

Mitchell Alexander
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Hendricks) ss

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

Subscribed and sworn to before me this 24th day of JAN, 2022

[Signature]
Notary Public

My Commission Expires: 10-21-24

County of Residence: Hendricks





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): January 13, 2022

1. Governmental Unit (Owner): Hendricks County Surveyors Office
2. County: Hendricks
3. Bidder (Firm): Alexander Contractors
Address: 4490 N US 200 E
City/State/ZIPcode: Darville, IN 46122
4. Telephone Number: (317) 709-4630
5. Agent of Bidder (if applicable): Mitchell Alexander

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Lingerman Dam Tree Removal (Governmental Unit) in accordance with plans and specifications prepared by Christopher Burke Engineering LLC and dated 1/24/2022 for the sum of \$ 200,000.00

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 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: Hendricks County Surveyors Office
 Bidder (Firm) Alexander Contractors
 Date (month, day, year): 01/23/2022

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
Avon Estate		01/24/2022	Hendricks County Surveyor
Daniel Kemp		10/22/2021	Hendricks County Surveyor
Hunt Higgins		05/27/2021	Hendricks County Surveyor

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

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.

Beacon Builders
Dowdy Electric
Indy Electric
Go Hayward
Ryan Dean

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.)

Depends Plan to start being good weather
in the next 30 days and complete
within 30 days of starting.

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.

Arthur's Excavation & Drainage - Excavation / Hauling
Landmark - Boring

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.

No Subcontracting

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.

Cat D5N Dozer, Mack Tractor, Case 250, Deere 135,
Deere 325, Bore Rig,

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 I have quoted all materials for this
job.

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.

BID OF

Alexander Contractors
(Contractor)

4490 N CR 200 E
(Address)

Danville, TN 37612

FOR

PUBLIC WORKS PROJECTS

OF

Filed _____

Action taken _____

**BID SCHEDULE
LINGERMAN DRAIN TREE REMOVAL
HENDRICKS COUNTY, INDIANA**

Item	Description of Work	Bid Quantity	Unit	Unit Price	Subtotal
1	Construction Mobilization/Demobilization	1	LS	1	45,000
2	Construction Entrance	3	EA	3	40,000
3	Tree and Logjam Removal	1	LS	1	95,000
4	Swale Cleaning and Lining	1	LS	200	10,000
5	Site Restoration/Stabilization	1	LS	1	10,000


TOTAL BID AMOUNT (in figures) \$ 200,000
 (in words) Two hundred thousand dollars

ITEMS TO BE SUBMITTED WITH BID

1. Indiana State Form No. 96 with Non-Collusion Affidavit
2. Bid Bond (5% of Bid Total)
3. Bid Schedule
4. Financial Statement for Bidders
5. Subcontractor and Material Supplier List

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

The Bidder hereby acknowledges receipt of the following addenda:

1.  _____
2. _____
3. _____
4. _____

DOCUMENT 00 91 13

ADDENDA

ADDENDUM NUMBER 1

DATE: January 17, 2022

PROJECT: Lingerman Drain Tree Removal

OWNER: Hendricks County Surveyor's Office

ENGINEER: Christopher B. Burke Engineering, LLC

TO: Prospective Bidders

[Handwritten signature] *1/23/2022*

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated December 2021 with amendments and additions noted below.

Bids are due on or before 4:00 PM (local time) on Monday, January 24, 2022 at the office of the Hendricks County Surveyor, 355 S. Washington Street, Suite 170, Danville, IN 46122. Bids received after such time will not be opened.

Acknowledge receipt of this Addendum in the bid submission package. Failure to do so may disqualify the Bidder.

This Addendum consists of the following attachments:

Document	Issue Date
00 11 00- C-200 (Rev 1) Instructions to Bidders 2013	January 17, 2022

1. CLARIFICATIONS / CORRECTIONS / MODIFICATIONS TO CONTRACT DOCUMENTS

- A. The Instructions to Bidders has been revised to correct the amount of the required bid bond stated in Article 8, Section 8.01.
- B. The following questions were submitted following the notice to bidders distributed on 1/12/2022. Responses to each are provided in italics below.

- i. According to Article 8 - Bid Security on page 13. It states that a certified check at 10% of bid price will be required. And in the Notice to bidders on page 5 it states that the bid bond or certified cashiers check would be 5% of bid price. Just double checking?

The bid bond or certified check should equal 5% of the bid price. See attached revised Instructions to Bidders.

- ii. On page 153 1.3 Protection of Premises and 1.12 Barriers, A. Provide Barriers, C. Provide protection for plants designated to remain. Replace damaged plants. I do not see any designated plants marked on prints or did not see any as we walked

jobsite. The construction entrance #1 does have a small pine tree that will be in line with construction behind curb. Will that tree have to be replaced?

To date, plants designated to remain have not been marked. Assume that all plants not designated for removal should be protected from damage and will need to be replaced if removed or substantially damaged and account for that in your bid. Unmarked trees/shrubs in the wooded stream corridor smaller than 6" in diameter may be cleared to facilitate site access and do not have to be replaced.

Also, the larger pines on both sides of the small one will need some limbs trimmed or they will be broken. Will that be allowed?

Minor trimming will be allowed. Major trimming or substantial damage may require replacement of the tree. Account for the expected level of required trimming in your bid.

3.3 Protection page 182 says protect trees with temporary fence and contractor shall repair or replace tree's if damaged.

Assume that all plants outside of the wooded stream corridor should be protected from damage and will need to be replaced if removed or substantially damaged and account for that in your bid.

- iii. 1.13 Enclosures and Fencing
 - A. Construct temporary fence
 - B. Provide gates with locks Is this really necessary? Or are we to assume because it's in the paperwork to figure into our pricing?

Contractors will be responsible for providing necessary measures to maintain integrity of the project site and protect the safety of persons near the site. Please account for the listed measures in your bid.

- iv. Also, another question that we have is concerning the areas that have been classified as "Wetlands". Especially near the Construction entrance #1. Just because the engineer has labeled the area and plans of using mats. Is that going to be sufficient to IDEM or the DNR? Is there a possibility job could be held up or stopped due to the wetlands?

All work or travel through identified wetland areas is required to be done on mats as described in the project manual. A Regional General Permit (RGP) for this project has been issued by IDEM, and following all instructions regarding work in wetlands and the stream is sufficient to meet the requirements of the permit. No similar permit is required from IDNR because the project is being completed on behalf of the County Surveyor along a regulated drain less than 10 miles in length.

- v. It says that trees smaller than 6" may be removed for access, what about small shrubs or saplings that are pushed or driven over?

Small saplings or shrubs (1-2 inch diameter) that are driven over incidentally may remain in place.

- vi. Are we allowed to chip or mulch small trees that are cut down purely for access?

No cut, chipped, mulched, etc. material is to remain onsite. Material may be mulched, chipped, etc. for transportation purposes, but such material must be removed from the site.

- vii. Do we have to leave the stumps of the small trees that are cleared for access?

The root systems of all cut trees/shrubs should remain intact to minimize soil disturbance and erosion risk.

- viii. Are we allowed to burn onsite?

No, as stated in the project summary (Section 01 10 00 of the Technical Specifications), burning of the debris is not allowed onsite.

- ix. For the temporary crossing, do we have to use 30' culverts or can we do 20'?

For your bid, account for 30' culverts as described in the project plans.

END OF DOCUMENT

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

Prepared by



Issued and Published Jointly by



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INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

A. Evidence of Bidder's authority to do business in the state where the Project is located or covenant to obtain such qualification prior to award of Contract.

B. Completed Indiana State Form No. 96 with Non-Collusion Affidavit and attachments

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

- a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions prior to submitting the bid.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to

schedule, access, existing operations, security, liability insurance, and applicable safety programs.

- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the

- Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
 - I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
 - J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

~~ARTICLE 6 – PRE-BID CONFERENCE~~

~~6.01 A pre Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.~~

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 10 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of

that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder shall submit with their bid a list of the Subcontractors or Suppliers proposed for the portions of the Work indicated on the enclosed “Subcontractor and Material Supplier List”.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each

such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest responsive, responsible Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

- 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Allowances*

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

15.01 Items to be completed and submitted with the bid are:

- A. Indiana State Form No. 96 with Non-Collusion Affidavit
- B. Bid Bond
- C. Completed Bid Schedule
- D. Financial Statement for Bidders
- E. Subcontractor and Material Supplier List
- F. Other Required Documents

- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Owner or Engineer as indicated in the advertisement or invitation to bid.

- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted ~~and will be returned to the Bidder unopened.~~

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened privately unless otherwise stated in the advertisement for bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with ~~printed and~~ electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES

22.01 If Owner is exempt from Indiana state sales and use taxes on materials and equipment to be incorporated in the Work, said taxes shall not be included in the Bid. Refer to Paragraph SC-7.09 of the Supplementary Conditions for additional information.

BID BOND

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

BIDDER (Name and Address):

Alexander Property Management, Inc. dba Alexander Contractors
4490 N CR 200 E
Danville, IN 46122

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

The Gray Insurance Company
P.O. BOX 6202
Metairie, LA 70009

OWNER (Name and Address):

Hendricks County Surveyor's Office
355 S. Washington Street #170
Danville, Indiana 46122

BID

Bid Due Date: 1/24/2022

Description (Project Name— Include Location): Lingerman Drain Tree Removal. Project located approximately 3,000 feet northeast of State Road 267 and County Road 100 N near Avon, Indiana.

BOND

Bond Number: GIC10014-1

Date: 1/24/2022

Penal sum Twelve thousand and 00/100 Dollars \$ 12,000.00

(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

Alexander Property Management, Inc. dba Alexander Contractors (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Mitchell Alexander

Print Name

President

Title

Attest:

Signature

Title

SURETY

The Gray Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Jeremy Crawford

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Title Attorney-in-Fact

William J Nemeec

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.

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GIC10014-1 **Principal:** Alexander Property Management, Inc. dba Alexander Contractors
Project: Lingerman Drain - tree removal and drain improvement near Avon, IN 46123

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Jeremy Crawford, Michael D. Williams, Andrea Haight, Ethan Baker, and Brad Quiri of Golden Valley, Minnesota jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$15,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

CSP

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana ss:

Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life



775 Kacena Road Hiawatha, IA 52233

P: 800-926-8230 F: 319-364-6502

DEXTER.
FINANCIAL

Email: info@dexterfinancial.com

PERSONAL FINANCIAL STATEMENTNAME(S): Mitchell Alexander (Alexander Contractors) Individual Joint with Spouse

ASSETS	DOLLARS	LIABILITIES	DOLLARS
Cash, Savings Accounts and CDs	45,285.46	Credit Card Balances	5,324.76
Retirement Accounts (IRA, 401K, etc.)	N/A	Automobile Loans	261,000
Stocks & Bonds not held in Retirement Accounts	NA	Notes Payable-Business(es) Owned	125,000
Accounts and Notes Receivable	108,250	Notes Payable to Others	707,000
Real Estate Owned-From Schedule	1,700,000	Other Unpaid Taxes and Interest	
Automobiles and other Personal Property	550,000	Real Estate Mortgages Payable-From Schedule	737,000
Business(es): 1. <u>Alexander Contractors</u>		Other Liabilities: 1.	
2.		2.	
3.		3.	
Other Assets: 1.			
2.		TOTAL LIABILITIES	1,129,324.76
		NET WORTH (Assets minus Liabilities)	1,273,210.70
TOTAL ASSETS	2,401,535.46	TOTAL LIABILITIES AND NET WORTH	2,401,535.46

SCHEDULE OF REAL ESTATE OWNED

Property Address	Title In Name of	Date Acquired	Original Cost	Present Market Value	Mortgage Information		
					Balance	Maturity	Mortgage Holder
4490 N W 200 E Idaville	Self	3/5/2020	38,160.00	1,200,000	627,000	2050	State Bank
9375 N W 75 E Leith	Self	6/4/2021	120,000	500,000	110,000	2048	State Bank
Totals							

SOURCE OF INCOME	DOLLARS	CONTINGENT LIABILITIES	DOLLARS
Salary	120,000.00	As Endorser, Co-Maker or Guarantor	
Net Investment Income		Legal Claims & Judgments	
Other Income (Describe Below) <small>You need not disclose income from alimony, child support, or separate maintenance unless you wish such amount to be considered in the credit determination.</small>	307,675.00	Provision for Federal Income Tax	
Description of Other Income	<u>Pass Through S Corp</u>		

I/we have carefully read and submitted the foregoing information provided on this statement to Dexter Financial Services, Inc. (DFS). The information is presented as a true and accurate statement of my/our financial condition on the date indicated. This statement is provided for the purpose of obtaining and maintaining credit with DFS. I/we agree that if any material change(s) occur(s) in my/our financial condition that I/we will immediately notify DFS of said change(s) and unless DFS is so notified it may continue to rely upon this financial statement and the representations made herein as a true and accurate statement of my/our financial condition. I/we authorize DFS to make whatever credit inquiries it deems necessary in connection with this financial statement. I/we authorize and instruct any person or consumer reporting agency to furnish to DFS any information that it may have or obtain in response to such credit inquiries. I/we also hereby certify that no payment requirements listed herein are delinquent or in default except as follows; if "NONE" so state. Mitchell Alexander I/we fully understand that it is a federal crime punishable by fine or imprisonment or both to knowingly make any false statements concerning any of the above facts, pursuant to 18 U.S.C. Section 1014.

Signature

Date 1/23/2022

Signature

Date 01/23/2022

ITEMS TO BE SUBMITTED WITH BID

1. Indiana State Form No. 96 with Non-Collusion Affidavit
2. Bid Bond (5% of Bid Total)
3. Bid Schedule
4. Financial Statement for Bidders
5. Subcontractor and Material Supplier List

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

The Bidder hereby acknowledges receipt of the following addenda:

1. _____
2. _____
3. _____
4. _____

BID SCHEDULE
LINGERMAN DRAIN TREE REMOVAL
HENDRICKS COUNTY, INDIANA

ITEM	DESCRIPTION OF WORK	BID QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
1	Construction Mobilization/Demobilization	1	LS	\$25,500.00	\$25,500.00
2	Construction Entrance	3	EA	\$15,000.00	\$45,000.00
3	Tree and Logjam Removal	1	LS	\$162,500.00	\$162,500.00
4	Swale Cleaning and Lining	1	LS	\$30,000.00	\$30,000.00
5	Site Restoration/Stabilization	1	LS	\$22,000.00	\$22,000.00

TOTAL BID AMOUNT (in figures) \$285,000.00

(in words) Two Hundred Eighty Five Thousand Dollars



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R / 9-10) / Form 96 (Revised 2010)

Prescribed by State Board of Accounts

PART I

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

Date (month, day, year): January 24, 2022

1. Governmental Unit (Owner): Hendricks County Surveyor
2. County : Hendricks
3. Bidder (Firm): Millennium Contractors
Address: PO Box 1303
City/State/ZIPcode: Indianapolis, IN 46206
4. Telephone Number: (317) 780-0109
5. Agent of Bidder (if applicable): Andrew Closser

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Lingerman Drain Tree Removal

(Governmental Unit) in accordance with plans and specifications prepared by Christopher B. Burke Engineering

and dated December 20221 for the sum of
Two Hundred Eighty Five Thousand Dollars \$ 285,000

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

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

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

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

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

ACCEPTANCE

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

Contracting Authority Members:

PART II

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

Governmental Unit: _____

Bidder (Firm) _____

Date (month, day, year): _____

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
See attached list			

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
See attached list			

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.

MacDougall Pierce - Mark Tichenor

Shiel Sexton - Chad Rosebrock

Meyer Najem - Jonathan Haggarty

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.)*

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.

Baumgartner Asphalt

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.

See attached list.

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 list.

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 9:00 am this 24th day of January, 2022

Millennium Contractors, LLC

(Name of Organization)

By

Andrew J. Closser

Member

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF IN)
COUNTY OF Marion) ss

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

Subscribed and sworn to before me this 24th day of January, 2022.

Ryan Wallis
Notary Public

My Commission Expires: 2-15-26

County of Residence: Hamilton



BID OF

(Contractor)

(Address)

FOR
PUBLIC WORKS PROJECTS
OF

Filed _____

Action taken _____

SUBCONTRACTOR AND MATERIAL SUPPLIER LIST

Lingerman Drain Tree Removal

Submit names of all subcontractors, material suppliers, manufacturers and materials, as applicable for the following divisions of work. Indicate where work is to be performed by the Contractor's "Own Forces". Add additional work items and names to comprehensively cover all work on the Project.

<i>WORK ITEM</i>	<i>SUBCONTRACTOR</i>	<i>SUPPLIER</i>	<i>MANUFACTURER</i>	<i>MATERIAL</i>
Tree Clearing	Hardwood Timber & Veneer Inc Ray Collier			

SPONSEL
CPA GROUP



MILLENNIUM CONTRACTORS, LLC AND AFFILIATES
Combined Financial Statements

*TOGETHER WITH INDEPENDENT AUDITOR'S
AND ACCOUNTANT'S REPORT AND
INDEPENDENT AUDITOR'S AND ACCOUNTANT'S REPORT
ON SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED
DECEMBER 31, 2020*

SpanselCPAGroup.com

251 North Illinois Street Suite 450 Indianapolis, IN 46204

507 Woodcrest Drive Bloomington, IN 47401

MAIN 317.608.6699 FAX 317.608.6698

MILLENNIUM CONTRACTORS, LLC AND AFFILIATES

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INDEPENDENT AUDITOR'S AND ACCOUNTANT'S REPORT

To the Members of
Millennium Contractors, LLC and Affiliates:

We have audited the accompanying combined balance sheet of Millennium Contractors, LLC and Affiliates as of December 31, 2020, and the related notes to the combined balance sheet.

Management's Responsibility for the Combined Financial Statements

Management is responsible for the preparation and fair presentation of these combined 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 combined financial statements that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on this combined balance sheet based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined balance sheet is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined balance sheet. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined balance sheet, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the combined balance sheet in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined balance sheet.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the combined balance sheet.

Opinion on the Balance Sheet

In our opinion, the combined balance sheet referred to in the first paragraph presents fairly, in all material respects, the financial position of Millennium Contractors, LLC and Affiliates as of December 31, 2020, in accordance with accounting principles generally accepted in the United States of America.

Disclaimer of Auditor's Opinion on Combined Statements of Income, Changes in Members' Equity, and Cash Flows

Because we were not engaged to audit the combined statements of income, changes in members' equity, and cash flows, we did not extend our auditing procedures to enable us to express an opinion on results of operations and cash flows for the year ended December 31, 2020. Accordingly, we express no opinion on the results of operations and cash flows for the year ended December 31, 2020.

Accountant's Review Report

We have reviewed the accompanying combined statements of income, changes in members' equity, and cash flows of Millennium Contractors, LLC and Affiliates for the year ended December 31, 2020, and the related notes to the combined 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 combined statements of income, changes in members' equity, and cash flows as a whole. Accordingly, we do not express such an opinion.

Accountant's Responsibility

Our responsibility is to conduct the review engagement 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 combined statements of income, changes in members' equity, and cash flows 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.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying combined statements of income, changes in members' equity, and cash flows in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Indianapolis, Indiana
April 1, 2021

Sponsel CPA Group, LLC

MILLENNIUM CONTRACTORS, LLC AND AFFILIATES

Combined Balance Sheet

December 31, 2020 (Audited)

<u>ASSETS</u>		<u>LIABILITIES AND MEMBERS' EQUITY</u>	
Current Assets		Current Liabilities	
Cash and cash equivalents	\$ 121,514	Lines of credit	\$ 400,252
Contract receivables, net	10,262,701	Current portion of notes payable	1,622,028
Other receivables	33,998	Accounts payable	159,068
Contract assets	285,166	Accrued expenses	28,386
Investments	<u>3,706</u>	Contract liabilities	<u>486,250</u>
<i>Total current assets</i>	<u>10,707,085</u>	<i>Total current liabilities</i>	<u>2,695,984</u>
Property and Equipment		Long-Term Liabilities	
Office equipment and furniture	66,098	Lines of credit	1,500,000
Vehicles	2,888,962	Notes payable, net of current portion	<u>2,541,898</u>
Leasehold improvements	177,346	<i>Total long-term liabilities</i>	<u>4,041,898</u>
Equipment	<u>9,649,062</u>	<i>Total liabilities</i>	6,737,882
	12,781,468	Commitments (Note 7)	
Accumulated depreciation and amortization	<u>(7,361,551)</u>	Members' Equity	<u>10,522,599</u>
<i>Net property and equipment</i>	<u>5,419,917</u>		
Other Assets			
Goodwill, net	<u>1,133,479</u>		
	<u>\$ 17,260,481</u>		<u>\$ 17,260,481</u>

See independent auditor's and accountant's report and accompanying notes to the combined financial statements.

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MILLENNIUM CONTRACTORS, LLC AND AFFILIATES

*Combined Statement of Income and Changes in Members' Equity
For the Year Ended December 31, 2020 (Unaudited)*

Contract Revenues	\$ 40,082,059
Cost of Revenues (Exhibit IV)	<u>(34,202,211)</u>
Gross Profit	5,879,848
Gross Profit Percentage	<u>14.7%</u>
Forgiveness of PPP Loans	800,600
General and Administrative Expenses (Exhibit V)	<u>(2,693,658)</u>
Income from Operations	<u>3,986,790</u>
Other Income (Expense)	
Interest expense	(165,732)
Other income	58,109
Investment income, net	<u>1,305</u>
<i>Total other expense, net</i>	<u>(106,318)</u>
Net Income	3,880,472
Members' Equity, Beginning of Year	8,349,691
Members' Distributions	<u>(1,707,564)</u>
Members' Equity, End of Year	<u>\$ 10,522,599</u>

MILLENNIUM CONTRACTORS, LLC AND AFFILIATES

Combined Statement of Cash Flows

For the Year Ended December 31, 2020 (Unaudited)

Page 1 of 2

NET DECREASE IN CASH AND CASH EQUIVALENTS**Cash Flows from Operating Activities**

Cash received from customers	\$ 37,588,793
Cash paid to suppliers and employees	(35,465,986)
Interest paid	(165,732)
Other income	58,109
Dividends	288

Net cash and cash equivalents provided by operating activities 2,015,472

Cash Flows from Investing Activities

Purchases of property and equipment	(139,478)
Proceeds from sale of property and equipment	11,600

Net cash and cash equivalents used in investing activities (127,878)

Cash Flows from Financing Activities

Proceeds on lines of credit, net	213,550
Proceeds from PPP loans	1,187,100
Payments on notes payable	(1,993,565)
Payments on capital lease obligations	(13,403)
Members' distributions	(1,707,564)

Net cash and cash equivalents used in financing activities (2,313,882)

Net Decrease in Cash and Cash Equivalents (426,288)

Cash and Cash Equivalents, Beginning of Year 547,802

Cash and Cash Equivalents, End of Year \$ 121,514

Non-Cash Transactions

Purchases of property and equipment through notes payable	<u>\$ 1,010,620</u>
Purchases of property and equipment through lines of credit	<u>\$ 245,541</u>
Conversion of debt from lines of credit to notes payable	<u>\$ 270,114</u>

MILLENNIUM CONTRACTORS, LLC AND AFFILIATES*Combined Statement of Cash Flows, Continued**For the Year Ended December 31, 2020 (Unaudited)**Page 2 of 2***RECONCILIATION OF NET INCOME TO NET CASH AND CASH
EQUIVALENTS PROVIDED BY OPERATING ACTIVITIES**

Net Income	<u>\$ 3,880,472</u>
Adjustments to Reconcile Net Income to Net Cash and Cash Equivalents Provided By Operating Activities	
Depreciation and amortization	1,696,457
Gain on disposal of property and equipment	(1,231)
Forgiveness of PPP loans	(800,600)
Unrealized gain on investments, net	(1,017)
<i>(Increase) decrease in operating assets:</i>	
Contract receivables, net	(2,451,257)
Other receivables	(24,635)
Contract assets - unbilled revenue	7,932
Contract assets	335,574
Related party receivables	20,949
<i>Increase (decrease) in operating liabilities:</i>	
Related party payable	(142,546)
Accounts payable	(95,128)
Accrued expenses	(36,263)
Contract liabilities	(373,235)
	<u>(1,865,000)</u>
<i>Total adjustments</i>	<u>(1,865,000)</u>
Net Cash and Cash Equivalents Provided By Operating Activities	<u><u>\$ 2,015,472</u></u>

MILLENNIUM CONTRACTORS, LLC AND AFFILIATES

Notes to the Combined Financial Statements

December 31, 2020

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Combination

The accompanying combined financial statements include the accounts of Millennium Contractors, LLC, SiteCrete, LLC, and Trace Construction, LLC (collectively, the Companies). These entities are under common control and all material intercompany transactions and balances have been eliminated in the combined financial statements.

Description of Businesses

Millennium Contractors, LLC (Millennium) is an excavating contractor based in Indianapolis, Indiana. The principal activities include site infrastructure, sanitary and storm sewer work, earthwork, water main work, and excavating. Millennium performs construction activities for governmental agencies, industrial, and commercial enterprises throughout Central Indiana. The work is performed primarily under fixed price contracts that vary in length but are normally completed within one year. Many small excavating contracts are performed on a time and material basis.

SiteCrete, LLC (SiteCrete) is a concrete contractor based in Indianapolis, Indiana. The principal activity includes installation of curbs and sidewalks. SiteCrete contracts with developers, general contractors, municipalities, and utilities throughout Central Indiana to provide concrete services. The work is performed primarily under fixed price contracts that vary in length but are normally completed within one month. Many small contracts are performed on a time and materials basis.

Trace Construction, LLC (Trace) is a commercial concrete contractor, based in Indianapolis, Indiana, and specializing in poured in-place footings, foundations, and floor slabs for commercial buildings of all types, including medical facilities, warehouses, office buildings, and retail stores. Trace generally acts as a subcontractor to the general contractor on each project. Trace self-performs the majority of its work throughout Central Indiana, utilizing subcontractors as needed for special areas of work or to supplement its own labor force.

Basis of Accounting

The accompanying combined financial statements have been prepared on the accrual basis of accounting. The preparation of combined financial statements in conformity with accounting principles generally accepted in the United States 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 combined financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue and Cost Recognition

The Companies' revenues are generated primarily from construction. Fixed price contracts with customers typically contain one performance obligation and are typically satisfied over time as costs are incurred. For the year ended December 31, 2020, there were performance obligations to be satisfied over a period of time that extended over the December 31 year-end date and the January 1, 2020 beginning of year date. In some cases, specifically for time and material contracts, performance obligations are satisfied at a point in time. All revenues recognized during the year ended December 31, 2020, are from contracts with customers.

MILLENNIUM CONTRACTORS, LLC AND AFFILIATES

Notes to the Combined Financial Statements

December 31, 2020

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

Revenue and Cost Recognition, Continued

\$29,971,700 of revenue earned during the year ended December 31, 2020 was earned over time, and \$10,110,359 was earned at a point in time.

Millennium and Trace fixed price contracts are negotiated with regards to scope of services, billing arrangements, and stated price, and they typically have one performance obligation. Revenues on fixed price contracts are recognized on the percentage-of-completion method over the term of the contract, which is measured by the percentage of contract costs incurred to date to total estimated contract costs. This method is used since management considers contract costs incurred to be the best available measure of progress on these contracts. Progress billings are issued at various increments throughout the contract. SiteCrete revenues on fixed price contracts are recognized when completed, as the contracts are short-term, (one – five days), and do not often span over year-end. These contracts are also billed when completed. The Companies expect to recognize revenue on the remaining portion of the contract price on all uncompleted contracts at year-end over the following year, as the life of most contracts is less than one year.

Time and material contracts are quoted based on estimated costs incurred and have a single performance obligation, which is satisfied when the work is completed. The length of time and material contracts can vary, ranging from one day to one year. Revenue is recognized at a point in time because the Company does not have the right to be paid for its performance until completed. Billings are typically issued with the completion of the contract and coincide with revenue recognition.

Various economic factors can impact the nature, amount, timing, and uncertainty of revenues and cash flows. As the Companies have some work in the public sector, the state and national economy can impact the demand. However, public work is typically less impacted by the economy than work in the private sector, which can be more volatile. The Companies also perform work in the private sector, typically for a general contractor. Payment for work done for a general contractor is typically dependent on the general contractor being paid by their customer. Weather can also impact the volume of contracts completed each year due to the nature of the Companies' work. Signed contracts with customers also include less uncertainty, as there is already an agreement with the customer for stated work to be performed. However, the Companies' ability to obtain new contracts with customers is subject to some uncertainty based on the status of the economic environment.

Contract costs include all direct material, labor and related expenses, subcontract, and equipment costs, and other job costs relating to contract performance, such as insurance, bonds, fuel, and others, as well as indirect costs. General and administrative costs are charged to expense as incurred. Provisions for material estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability, which may result in revisions to costs and revenues, are recognized in the period in which the revisions are determined.

MILLENNIUM CONTRACTORS, LLC AND AFFILIATES

Notes to the Combined Financial Statements

December 31, 2020

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

Revenue and Cost Recognition, Continued

Contract assets represent revenues recognized in excess of amounts billed. Contract liabilities represent billings in excess of revenues recognized. All contract liabilities at January 1, 2020 were recognized as revenue during the year ended December 31, 2020. Contract assets and liabilities, as well as contract receivables, net, consisted of the following:

	<u>December 31, 2020</u>	<u>January 1, 2020</u>
Contract assets	\$ 285,166	\$ 628,672
Contract liabilities	\$ 486,250	\$ 859,485
Contract receivables, net	\$ 10,262,701	\$ 7,811,444

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Companies consider all interest-bearing money market accounts to be cash equivalents. There were cash equivalents of \$20,746 at December 31, 2020.

At December 31, 2020 and from time to time during the year, the Companies held money at a bank in excess of the FDIC insured limit of \$250,000. At December 31, 2020, the Companies' cash balances exceeded the insured limit by \$64,764. The Companies also had an exposed balance of \$20,746 related to money market funds held in investment accounts, which are not covered by the FDIC.

Contract Receivables and Credit Policies

The Companies grant credit to customers, substantially all of which are state and local government and related agencies, developers, general and other contractors, municipalities, retailers, and utilities in Indiana. Contract receivables 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 Companies do not record interest on past due accounts, which are considered customer account balances with invoices over 30 days past due. On nonpublic work, the Companies maintain lien rights to protect their 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 3% to 10% of the contract amount.

The carrying amounts of contract receivables are reduced by an allowance that reflects management's best estimate of the amounts that will not be collected. The allowance for doubtful accounts at December 31, 2020 was \$25,000, which was all related to contracts with customers. All contract receivables are periodically reviewed for collectability by management. Uncollectible accounts are written-off as deemed necessary. Bad debt expense related to contract receivables was \$8,594 for the year ended December 31, 2020.

Other Receivables

Other receivables consist of amounts advanced to and due from employees of the Companies.

MILLENNIUM CONTRACTORS, LLC AND AFFILIATES

Notes to the Combined Financial Statements

December 31, 2020

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

Property and Equipment

Property and equipment is recorded at cost and is depreciated and amortized using the straight line method over the following estimated useful lives of the assets.

	<u>Years</u>
Office equipment and furniture	3-7
Vehicles	2-7
Leasehold improvements	15
Equipment	2-7.5

Depreciation and amortization expense related to property and equipment was \$1,540,115 for the year ended December 31, 2020. Maintenance and repair costs are charged to expense as incurred.

Goodwill

Trace adopted the accounting alternative offered to nonpublic entities for the subsequent measurement of goodwill. In accordance with this alternative, Trace amortizes goodwill over ten years on the straight-line basis and evaluates goodwill for impairment at the entity level annually when a triggering event occurs. During the year ended December 31, 2020, no triggering event occurred requiring impairment testing. As such, no impairment loss was recorded. The gross amount of goodwill included on the combined balance sheet at December 31, 2020 is \$1,563,420. \$429,941 of accumulated amortization is recognized at December 31, 2020. Total amortization expense was \$156,342 for the year ended December 31, 2020.

Sales Tax

Various states in which the Companies operate impose a sales tax on all qualified sales to nonexempt customers. The Companies collect that sales tax from customers and remit the entire amount to the respective states. The Companies' accounting policy is to exclude the tax collected and remitted to the states from revenues and expenses and record directly to a liability.

Income Taxes

The Companies, which are all limited liability companies, with consent of their members, have elected under provisions of the Internal Revenue Code (IRC) to be treated as partnerships. In lieu of Company income taxes, the members of the Companies are taxed on their proportionate shares of the Companies' taxable income. Therefore, no provision or liability for federal or state income taxes has been included in these financial statements.

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken by the Companies and recognize a tax liability if the Companies have taken an uncertain position that more likely than not would not be sustained upon examination by various federal and state taxing authorities. Management has analyzed the tax positions taken by the Companies, and has concluded that as of December 31, 2020, there are no uncertain positions taken or expected to be taken that would require recognition of a liability or disclosure in the accompanying financial statements. The Companies are subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. There were no penalties or interest incurred during the year ended December 31, 2020 related to income taxes.

MILLENNIUM CONTRACTORS, LLC AND AFFILIATES*Notes to the Combined Financial Statements**December 31, 2020*

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED*Income Taxes, Continued*

The Companies have filed their federal and state income tax returns for periods through December 31, 2019. These income tax returns are generally open to examination by the relevant taxing authorities for a period of three years from the later of the date the return was filed or its due date (including approved extensions). For Millennium and SiteCrete, this includes the years ended December 31, 2017, 2018, and 2019. For Trace, this includes the years ended December 31, 2018 and 2019.

Subsequent Events

Subsequent events have been evaluated by management through April 1, 2021, which is the date the financial statements were available to be issued.

2. CONTRACT RECEIVABLES, NET

Contract receivables, net at December 31, 2020 include the following:

Contract receivables	\$ 8,076,629
Retainage receivables	2,211,072
Allowance for doubtful accounts	<u>(25,000)</u>
	<u>\$ 10,262,701</u>

3. CONTRACTS IN PROGRESS

Contracts in progress at December 31, 2020, are comprised as follows:

Costs incurred on uncompleted contracts	\$ 15,212,243
Estimated earnings recognized	<u>4,852,831</u>
	20,065,074
Billings to date	<u>(20,266,158)</u>
	<u>\$ (201,084)</u>

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

Contract assets	\$ 285,166
Contract liabilities	<u>(486,250)</u>
	<u>\$ (201,084)</u>

MILLENNIUM CONTRACTORS, LLC AND AFFILIATES

Notes to the Combined Financial Statements

December 31, 2020

4. BACKLOG

The following is a reconciliation of backlog representing signed contracts in existence at December 31, 2020:

Backlog, January 1, 2020	\$ 23,197,183
New contracts and adjustments	26,062,130
Less: contract revenues earned for the year ended December 31, 2020	<u>(40,082,059)</u>
Backlog, December 31, 2020	<u>\$ 9,177,254</u>

5. LINES OF CREDIT

Millennium has a revolving line of credit with a bank, available for working capital borrowings up to a maximum amount of \$650,000, of which \$650,000 was outstanding at December 31, 2020. The line of credit matures in May 2022. Borrowings under the line of credit bear interest at the greater of 3.50% or prime rate less .25% (3.50% at December 31, 2020). Such borrowings are secured by substantially all assets of Millennium and have unlimited guarantees by the minority member, SiteCrete, and Trace, and limited guarantee by the majority member.

Millennium has an equipment line of credit with a bank, available for capital expenditure borrowings up to a maximum amount of \$500,000, of which none was outstanding at December 31, 2020. The line of credit matures in May 2021. Borrowings under the line of credit bear interest at the greater of 3.50% or prime rate less .25% (3.50% at December 31, 2020). Such borrowings are secured by certain assets purchased with funds provided by the line of credit and have unlimited guarantees by the minority member, SiteCrete, and Trace, and limited guarantee by the majority member.

Both Millennium lines of credit require Millennium to maintain specified financial covenants. At December 31, 2020, Millennium was in compliance with these covenants.

SiteCrete has a revolving line of credit with a bank, available for working capital borrowings up to a maximum amount of \$350,000, of which \$350,000 was outstanding at December 31, 2020. The line of credit matures in May 2022. Borrowings under the line of credit bear interest at the greater of 3.50% or prime rate less .25% (3.50% at December 31, 2020). Such borrowings are secured by substantially all assets of SiteCrete and have unlimited guarantees by the minority member, Millennium, and Trace, and limited guarantee by the majority member.

SiteCrete has an equipment line of credit with a bank, available for capital expenditures borrowings up to a maximum amount of \$500,000 of which \$150,857 was outstanding at December 31, 2020. The line of credit matures in May 2021. Borrowings under the line of credit bear interest at the greater of 3.50% or prime rate less .25% (3.50% at December 31, 2020). Such borrowings are secured by substantially all assets of SiteCrete and have unlimited guarantees by the minority member, Millennium, and Trace, and limited guarantee by the majority member.

Both SiteCrete lines of credit require SiteCrete to maintain specified financial covenants. At December 31, 2020, SiteCrete was in compliance with these covenants.

MILLENNIUM CONTRACTORS, LLC AND AFFILIATES

Notes to the Combined Financial Statements

December 31, 2020

5. LINES OF CREDIT, CONTINUED

Trace entered into an agreement with a bank in May 2020 for a revolving line of credit, available for working capital borrowings up to a maximum amount of \$500,000, of which \$500,000 was outstanding at December 31, 2020. The line of credit matures in May 2022. Borrowings under the line of credit bear interest at the greater of 3.50% or prime rate less .25% (3.50% at December 31, 2020). Such borrowings are secured by substantially all assets of Trace and have unlimited guarantees by the minority member, Millennium, and SiteCrete, and limited guarantee by the majority member.

Trace entered into an agreement with a bank in May 2020 for an equipment line of credit, available for capital expenditure borrowings up to a maximum amount of \$500,000, of which \$249,395 was outstanding at December 31, 2020. The line of credit matures in May 2021. Borrowings under the line of credit bear interest at the greater of 3.50% or prime rate less .25% (3.50% at December 31, 2020). Such borrowings are secured by substantially all assets of Trace and have unlimited guarantees by the minority member, Millennium, and SiteCrete, and limited guarantee by the majority member.

Both Trace lines of credit require Trace to maintain specified financial covenants. At December 31, 2020, Trace was in compliance with these covenants.

6. NOTES PAYABLE

In April 2020, Millennium, SiteCrete, and Trace received loan proceeds in the amounts of \$449,800, \$350,800, and \$386,500, respectively, under the PPP program, of which the loans were set to mature in April 2022. Principal and interest payments were deferred under these loans until 10 months after the covered periods (8 or 24 weeks after receipt of the loan). The PPP, established as part of the CARES Act, provided loans to qualifying businesses and organizations for amounts up to 2.5 times the average monthly payroll expenses of the qualifying business or organization for the qualifying time period. The loans and accrued interest were forgivable after the applicable time period prescribed in the CARES Act as long as the borrower used the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and the borrower maintains its payroll levels. Millennium and SiteCrete received notice in December 2020 that the entire loan balances were forgiven in the amounts of \$449,800 and \$350,800, respectively. Trace received notice subsequent to year end that the entire loan balance of \$386,500 was forgiven, therefore the loan balance was included in the table below as of December 31, 2020 ("PPP loan").

Notes payable consisted of the following at December 31, 2020:

Millennium Contractors, LLC

Notes payable to various financial service corporations, payable in monthly installments totaling \$65,914, including interest computed at rates ranging from 0.00% to 6.29%, through various maturities ranging from February 2021 through September 2025, secured by related equipment. \$ 2,085,834

Term loans for equipment, payable to a bank in monthly installments totaling \$4,499, including interest computed at rates ranging from 3.59% to 5.32%, through various maturities ranging from May 2023 through May 2025, secured by related equipment and guaranteed by the members.* 197,896

MILLENNIUM CONTRACTORS, LLC AND AFFILIATES*Notes to the Combined Financial Statements**December 31, 2020*

6. NOTES PAYABLE, CONTINUED**SiteCrete, LLC**

Notes payable to various financial service corporations, payable in monthly installments totaling \$7,632, including interest computed at rates ranging from 0.00% to 5.99%, through various maturities ranging from January 2021 through January 2025, secured by related equipment. 130,151

Term loans for equipment, payable to a bank in monthly installments totaling \$11,638, including interest computed at rates ranging from 4.09% to 5.27%, through various maturities ranging from January 2023 through May 2025, secured by substantially all assets of SiteCrete and with unlimited guarantees by the minority member, Millennium, and Trace, and limited guarantee by the majority member. Intercompany loan payments from SiteCrete to Millennium are subordinated to this loan.* 383,195

Term loan for equipment, payable to a bank in monthly installments of \$6,567, including interest computed at a rate of 5.00%, through maturity in September 2023, secured by related equipment with unlimited guarantees by two of the members.* 201,789

Trace Construction, LLC

Notes payable to various financial service corporations, payable in monthly installments totaling \$2,521, including interest computed at rates ranging from 3.90% to 4.74%, through various maturities ranging from February 2023 through November 2024, secured by related equipment. 84,829

Term loan for equipment, payable to a bank in monthly installments of \$8,005, including interest computed at a rate of 4.25%, through maturity in April 2024, secured by substantially all assets of Trace and guaranteed by the members and Millennium. Intercompany loan payments from Trace to Millennium are subordinated to this loan.* 298,054

Note payable to former owner, payable in monthly installments of \$26,900, including interest computed at a rate of 3.20%, through maturity in April 2022, secured by substantially all assets of Trace. Payments are subordinated to the Trace note payable to the bank. 395,678

MILLENNIUM CONTRACTORS, LLC AND AFFILIATES*Notes to the Combined Financial Statements**December 31, 2020***6. NOTES PAYABLE, CONTINUED**

PPP loan, payable in monthly installments of \$28,011, including interest computed at a rate of 1.00% through maturity in April 2022.	386,500
	<u>4,163,926</u>
Less – current portion	(1,622,028)
Long-term debt, net of current portion	<u>\$ 2,541,898</u>

*These notes payable require the respective Companies to maintain specified financial covenants. At December 31, 2020, the Companies were in compliance with these covenants.

Aggregate maturities of long-term debt are as follows for the years ending December 31:

	<u>PPP</u>	<u>Other</u>	<u>Total</u>
2021	\$ 190,349	\$ 1,431,679	\$ 1,622,028
2022	196,151	1,090,954	1,287,105
2023	-	687,402	687,402
2024	-	396,677	396,677
2025	-	170,714	170,714
	<u>\$ 386,500</u>	<u>\$ 3,777,426</u>	<u>\$ 4,163,926</u>

7. OPERATING LEASES

The Companies have lease agreements with a related party through common ownership to rent office space through December 2029. Monthly required payments for the Companies under these leases totaled \$25,000. Rent expense under these leases totaled \$300,000 for the year ended December 31, 2020.

The Companies have multiple operating leases for equipment that require monthly payments totaling \$10,612 through August 2023. Total expense for all equipment operating leases was \$129,396 for the year ended December 31, 2020.

Future minimum lease payments under operating leases are as follows as of December 31:

2021	\$ 427,350
2022	422,324
2023	349,493
2024	300,000
2025	300,000
Thereafter	<u>1,200,000</u>
	<u>\$ 2,999,167</u>

MILLENNIUM CONTRACTORS, LLC AND AFFILIATES

Notes to the Combined Financial Statements

December 31, 2020

8. RETIREMENT PLAN

Millennium, SiteCrete, and Trace each sponsor their own 401(k) retirement plans. The plans cover all eligible employees who are at least 18 years of age and have over three months of service. The plans provide for participant elective contributions, participant Roth contributions, and discretionary matching contributions by the Companies. The Companies made matching contributions of \$133,362 to the plans during the year ended December 31, 2020.

9. SIGNIFICANT CUSTOMERS

The Companies had contract revenue concentrations (defined as customers with contract revenue greater than or equal to 10% of total combined contract revenue) for the year ended December 31, 2020 as summarized below. In addition, the contract receivables balances from these customers as a percentage of total combined contract receivables are provided as of December 31, 2020.

<u>Customer</u>	<u>Contract Revenues Concentration</u>	<u>Contract Receivables Concentration</u>
A	11.7%	11.2%
B	19.8%	3.5%

**INDEPENDENT AUDITOR'S AND ACCOUNTANT'S REPORT
ON SUPPLEMENTARY INFORMATION**

To the Members of
Millennium Contractors, LLC and Affiliates:

We have audited the combined balance sheet of Millennium Contractors, LLC and Affiliates as of December 31, 2020, and our report thereon dated April 1, 2021, which expressed an unmodified opinion on the combined balance sheet, appears on pages 1 and 2. Our audit was conducted for the purpose of forming an opinion on the combined balance sheet only. Exhibit I is presented for the purpose of additional analysis and is not a required part of the combined balance sheet. The information has been subjected to the auditing procedures applied in the audit of the combined balance sheet and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined balance sheet, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the combined balance sheet as of December 31, 2020.

Our report on our review of the basic combined statements of income, changes in members' equity, and cash flows of Millennium Contractors, LLC and Affiliates for the year ended December 31, 2020 appears on pages 1 and 2. That review was made for the purpose of expressing limited assurance that there are no material modifications that should be made to the combined financial statements in order for them to be in conformity with accounting principles generally accepted in the United States. The information included in the accompanying Exhibits II through VIII is presented for the purpose of additional analysis and is not a required part of the combined statements of income, changes in members' equity, and cash flows. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information in Exhibits II through VIII has been subjected to the inquiry and analytical procedures applied in the review of the combined financial statements, and we did not become aware of any material modifications that should be made to such information.

Sponsel CPA Group, LLC

Indianapolis, Indiana
April 1, 2021

ASSETS					
	<u>Millennium Contractors, LLC</u>	<u>SiteCrete, LLC</u>	<u>Trace Construction, LLC</u>	<u>Eliminations</u>	<u>Total</u>
Current Assets					
Cash and cash equivalents	\$ 51,929	\$ 45,296	\$ 24,289	\$ -	\$ 121,514
Contract receivables, net	3,921,150	3,426,449	2,915,102	-	10,262,701
Other receivables	-	29,981	4,017	-	33,998
Contract assets	132,241	-	152,925	-	285,166
Related party receivables	703,850	-	69,207	(773,057)	-
Investments	3,706	-	-	-	3,706
<i>Total current assets</i>	<u>4,812,876</u>	<u>3,501,726</u>	<u>3,165,540</u>	<u>(773,057)</u>	<u>10,707,085</u>
Property and Equipment					
Office equipment and furniture	57,598	8,500	-	-	66,098
Vehicles	1,453,594	1,128,280	307,088	-	2,888,962
Leasehold improvements	177,346	-	-	-	177,346
Equipment	7,443,808	1,099,537	1,105,717	-	9,649,062
	9,132,346	2,236,317	1,412,805	-	12,781,468
Accumulated depreciation and amortization	(5,600,058)	(1,149,184)	(612,309)	-	(7,361,551)
<i>Net property and equipment</i>	<u>3,532,288</u>	<u>1,087,133</u>	<u>800,496</u>	<u>-</u>	<u>5,419,917</u>
Other Assets					
Related party notes receivable	2,098,879	-	-	(2,098,879)	-
Goodwill, net	-	-	1,133,479	-	1,133,479
<i>Total other assets</i>	<u>2,098,879</u>	<u>-</u>	<u>1,133,479</u>	<u>(2,098,879)</u>	<u>1,133,479</u>
	<u>\$ 10,444,043</u>	<u>\$ 4,588,859</u>	<u>\$ 5,099,515</u>	<u>\$ (2,871,936)</u>	<u>\$ 17,260,481</u>

MILLENNIUM CONTRACTORS, LLC AND AFFILIATES

Combining Balance Sheet, Continued

December 31, 2020 (Audited)

Exhibit I

Page 2 of 2

LIABILITIES AND MEMBERS' EQUITY

	Millennium Contractors, LLC	SiteCrete, LLC	Trace Construction, LLC	Eliminations	Total
Current Liabilities					
Lines of credit	\$ -	\$ 150,857	\$ 249,395	\$ -	\$ 400,252
Current portion of notes payable	755,079	249,342	617,607	-	1,622,028
Current portion of related party payable	-	173,057	600,000	(773,057)	-
Accounts payable	56,515	37,841	64,712	-	159,068
Accrued expenses	36,915	(15,379)	6,850	-	28,386
Contract liabilities	333,659	-	152,591	-	486,250
<i>Total current liabilities</i>	<u>1,182,168</u>	<u>595,718</u>	<u>1,691,155</u>	<u>(773,057)</u>	<u>2,695,984</u>
Long-Term Liabilities					
Lines of credit	650,000	350,000	500,000	-	1,500,000
Notes payable, net of current portion	1,528,651	465,793	547,454	-	2,541,898
Related party payable, net of current portion	-	-	2,098,879	(2,098,879)	-
<i>Total long-term liabilities</i>	<u>2,178,651</u>	<u>815,793</u>	<u>3,146,333</u>	<u>(2,098,879)</u>	<u>4,041,898</u>
<i>Total liabilities</i>	<u>3,360,819</u>	<u>1,411,511</u>	<u>4,837,488</u>	<u>(2,871,936)</u>	<u>6,737,882</u>
Commitments (Note 7)					
Members' Equity	<u>7,083,224</u>	<u>3,177,348</u>	<u>262,027</u>	<u>-</u>	<u>10,522,599</u>
	<u>\$ 10,444,043</u>	<u>\$ 4,588,859</u>	<u>\$ 5,099,515</u>	<u>\$ (2,871,936)</u>	<u>\$ 17,260,481</u>

See independent auditor's and accountant's report on supplementary information.

MILLENNIUM CONTRACTORS, LLC AND AFFILIATES
 Combining Statement of Income
 For the Year Ended December 31, 2020 (Unaudited)

Exhibit II

	Millennium Contractors, LLC	SiteCrete, LLC	Trace Construction, LLC	Eliminations	Total
Contract Revenues	\$ 15,663,199	\$ 9,490,968	\$ 16,401,060	\$ (1,473,168)	\$ 40,082,059
Cost of Revenues (Exhibit IV)	(12,880,486)	(7,482,299)	(15,312,594)	1,473,168	(34,202,211)
Gross Profit	2,782,713	2,008,669	1,088,466	-	5,879,848
Gross Profit Percentage	17.8%	21.2%	6.6%		14.7%
Forgiveness of PPP Loans	449,800	350,800	-	-	800,600
General and Administrative Expenses (Exhibit V)	(1,048,518)	(771,202)	(873,938)	-	(2,693,658)
Income from Operations	2,183,995	1,588,267	214,528	-	3,986,790
Other Income (Expense)					
Interest expense	(47,981)	(42,332)	(75,419)	-	(165,732)
Other income	19,621	7,544	30,944	-	58,109
Investment income, net	1,305	-	-	-	1,305
Total other expense, net	(27,055)	(34,788)	(44,475)	-	(106,318)
Net Income	\$ 2,156,940	\$ 1,553,479	\$ 170,053	\$ -	\$ 3,880,472

See independent auditor's and accountant's report on supplementary information.

MILLENNIUM CONTRACTORS, LLC AND AFFILIATES
Combining Statement of Changes in Members' Equity
For the Year Ended December 31, 2020 (Unaudited)

Exhibit III

	<u>Millennium Contractors, LLC Members' Equity</u>	<u>SiteCrete, LLC Members' Equity</u>	<u>Trace Construction, LLC Members' Equity</u>	<u>Total</u>
Balances, January 1, 2020	\$ 6,047,476	\$ 2,185,491	\$ 116,724	\$ 8,349,691
Net income	2,156,940	1,553,479	170,053	3,880,472
Members' distributions	<u>(1,121,192)</u>	<u>(561,622)</u>	<u>(24,750)</u>	<u>(1,707,564)</u>
Balances, December 31, 2020	<u>\$ 7,083,224</u>	<u>\$ 3,177,348</u>	<u>\$ 262,027</u>	<u>\$ 10,522,599</u>

See independent auditor's and accountant's report on supplementary information.

MILLENNIUM CONTRACTORS, LLC AND AFFILIATES
Combining Schedule of Cost of Revenues
For the Year Ended December 31, 2020 (Unaudited)

Exhibit IV

	Millennium Contractors, LLC	% of Contract Revenues	SiteCrete, LLC	% of Contract Revenues	Trace Construction, LLC	% of Contract Revenues	Eliminations	Total	% of Contract Revenues
Direct Contract Costs									
Materials	\$ 3,581,684	22.9 %	\$ 4,384,536	46.2 %	\$ 9,664,395	58.9 %	\$ -	\$ 17,630,615	44.0 %
Labor	1,500,002	9.7	1,551,970	16.3	1,904,153	11.7	-	4,956,125	12.5
Employee benefits	37,157	0.2	17,997	0.2	42,452	0.3	-	97,606	0.2
Payroll taxes	136,594	0.9	124,254	1.3	166,112	1.0	-	426,960	1.1
Dump fees	192,857	1.2	6,340	0.1	1,880	0.0	-	201,077	0.5
Subcontracts	4,723,598	30.2	224,040	2.4	2,524,230	15.4	(1,473,168)	5,998,700	15.0
Bonds	39,628	0.3	17,797	0.2	13,935	0.1	-	71,360	0.2
Equipment rental	366,914	2.3	9,553	0.1	193,798	1.2	-	570,265	1.4
Utility repairs	700	0.0	2,024	0.0	-	-	-	2,724	0.0
Fuel	220,059	1.4	115	0.0	19,389	0.1	-	239,563	0.6
Surveying and inspections	20,956	0.1	-	-	-	-	-	20,956	0.1
Insurance	202,208	1.3	138,392	1.5	137,213	0.8	-	477,813	1.2
Permits	90	0.0	-	-	-	-	-	90	0.0
Miscellaneous	19,047	0.1	924	0.0	-	-	-	19,971	0.0
Travel	6,647	0.0	592	0.0	1,416	0.0	-	8,655	0.0
Equipment costs applied	1,086,470	6.9	457,208	4.8	198,773	1.2	-	1,742,451	4.3
<i>Total direct contract costs</i>	<u>12,134,611</u>	<u>77.5</u>	<u>6,935,742</u>	<u>73.1</u>	<u>14,867,746</u>	<u>90.7</u>	<u>(1,473,168)</u>	<u>32,464,931</u>	<u>81.1</u>
Indirect Contract Costs									
Labor	149,511	1.0	165,774	1.6	76,696	0.5	-	391,981	1.0
Depreciation	882,498	5.6	343,893	3.6	300,261	1.7	-	1,526,652	3.8
Supplies	107,392	0.7	81,777	0.9	28,945	0.2	-	218,114	0.5
Insurance	43,402	0.3	17,575	0.2	10,365	0.1	-	71,342	0.2
Property tax	36,569	0.2	5,141	0.1	5,992	0.0	-	47,702	0.1
Equipment leases	66,942	0.4	26,448	0.3	-	-	-	93,390	0.2
Repairs and maintenance	354,938	2.3	168,791	1.8	112,130	0.7	-	635,859	1.6
Fuel	97,857	0.6	114,805	1.2	74,365	0.5	-	287,027	0.7
Employee benefits	4,728	0.0	2,797	0.0	1,036	0.0	-	8,561	0.0
Payroll expenses	19,793	0.1	10,041	0.1	3,150	0.0	-	32,984	0.1
Permits and licenses	3,155	0.0	3,155	0.0	-	-	-	6,310	0.0
Telephone	16,624	0.1	16,624	0.2	8,312	0.1	-	41,560	0.1
Miscellaneous	48,936	0.3	46,944	0.5	22,369	0.1	-	118,249	0.3
Equipment costs applied to jobs	(1,086,470)	(6.9)	(457,208)	(4.8)	(198,773)	(1.2)	-	(1,742,451)	(4.3)
<i>Total indirect contract costs</i>	<u>745,875</u>	<u>4.7</u>	<u>546,557</u>	<u>5.7</u>	<u>444,848</u>	<u>2.7</u>	<u>-</u>	<u>1,737,280</u>	<u>4.3</u>
<i>Total cost of revenues</i>	<u>\$ 12,880,486</u>	<u>82.2 %</u>	<u>\$ 7,482,299</u>	<u>78.8 %</u>	<u>\$ 15,312,594</u>	<u>93.4 %</u>	<u>\$ (1,473,168)</u>	<u>\$ 34,202,211</u>	<u>85.4 %</u>

See independent auditor's and accountant's report on supplementary information.

MILLENNIUM CONTRACTORS, LLC AND AFFILIATES
 Combining Schedule of General and Administrative Expenses
 For the Year Ended December 31, 2020 (Unaudited)

Exhibit V

	Millennium Contractors, LLC	% of Contract Revenues	SiteCrete, LLC	% of Contract Revenues	Trace Construction, LLC	% of Contract Revenues	Eliminations	Total	% of Contract Revenues
Office salaries	\$ 488,300	3.1 %	\$ 410,438	4.3 %	\$ 250,611	1.5 %	\$ -	\$ 1,149,349	2.9 %
Payroll taxes	50,971	0.5	30,494	0.3	15,863	0.1	-	97,328	0.4
Employee benefits	20,425	0.1	7,028	0.1	6,596	0.0	-	34,049	0.1
Rent	100,000	0.6	100,000	1.1	100,000	0.6	-	300,000	0.7
Utilities	4,830	0.0	4,830	0.1	2,415	0.0	-	12,075	0.0
Telephone	573	0.0	573	0.0	286	0.0	-	1,432	0.0
Office repairs and maintenance	5,879	0.0	5,879	0.1	2,940	0.0	-	14,698	0.0
Depreciation and amortization	10,630	0.1	2,833	0.0	156,342	1.0	-	169,805	0.4
Office supplies and printing	12,705	0.1	10,848	0.1	6,487	0.0	-	30,040	0.1
Postage	268	0.0	-	-	-	-	-	268	0.0
Insurance	151,470	1.0	94,956	1.0	46,831	0.3	-	293,257	0.7
Office equipment rental	4,582	0.0	4,582	0.0	2,291	0.0	-	11,455	0.0
Advertising	4,041	0.0	4,041	0.0	(455)	0.0	-	7,627	0.0
Travel	17,201	0.1	2,351	0.0	11,175	0.1	-	30,727	0.1
Meals and entertainment	18,666	0.1	18,666	0.2	9,333	0.1	-	46,665	0.1
Professional fees	121,525	0.8	35,942	0.4	243,572	1.5	-	401,039	1.0
Dues and subscriptions	19,440	0.1	19,440	0.2	1,333	0.0	-	40,213	0.1
Gain on disposal of property and equipment	-	-	-	-	(1,231)	0.0	-	(1,231)	0.0
Bad debts	3,755	0.0	75	0.0	4,764	0.0	-	8,594	0.0
Miscellaneous	13,257	0.1	18,226	0.2	14,785	0.1	-	46,268	0.1
Total general and administrative expenses	\$ 1,048,518	6.7 %	\$ 771,202	8.1 %	\$ 873,938	5.3 %	\$ -	\$ 2,693,658	6.7 %

See independent auditor's and accountant's report on supplementary information.

BID BOND

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

BIDDER (Name and Address):

Millennium Contractors, LLC
404 W. Gimber Street
Indianapolis, IN 46225

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

Continental Casualty Company
151 N. Franklin Street
Chicago, IL 60606

OWNER (Name and Address):

Hendricks County Surveyor
355 S. Washington St.
Danville, IN 46122

BID

Bid Due Date: 1/24/2022

Description (Project Name— Include Location):

Lingerman Drain Tree Removal

BOND

Bond Number: N/A

Date: 1/24/2022

Penal sum five percent of the total bid amount (5%)

\$ 5% of the total bid amount

(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

Millennium Contractors, LLC

(Seal)

SURETY

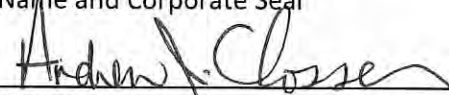
Continental Casualty Company

(Seal)

Bidder's Name and Corporate Seal

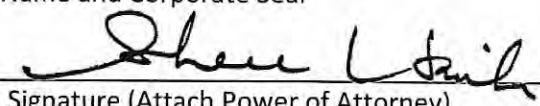
Surety's Name and Corporate Seal

By:



Signature

By:



Signature (Attach Power of Attorney)

Andrew J. Closser

Print Name

Sheree Hsieh

Print Name


Member

Title

Attorney-in-Fact

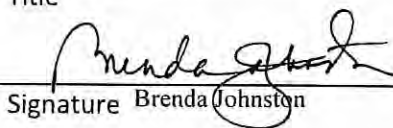
Title

Attest:



Signature

Attest:



Signature Brenda Johnston

Estimator

Title

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

Edward L Mournighan, Ginger J Krahn, Michael H Bill, Michael M Bill, Sheree Hsieh, Cynthia L Jenkins, Brenda Johnston, Michael J Marsella, Cindy H Stelhorn, Anthony Robert Baumgartner, Elexis Brooke Richards, Kimberly E Kinkead, Rebecca A Virt, Individually

of Carmel, 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 1st day of September, 2020.



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

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 1st day of September, 2020, 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 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 24th day of January, 2022.



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

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. “

CNA SURETY

Digital Seal Authority and Enforceability

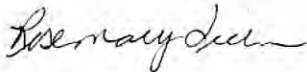
This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and 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 Oblige 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

DOCUMENT 00 91 13

ADDENDA

ADDENDUM NUMBER 1

DATE: January 13, 2022

PROJECT: Mary Gibbs Tile Reconstruction CSX Jack and Bore

OWNER: Hendricks County Surveyor's Office

ENGINEER: Christopher B. Burke Engineering, LLC

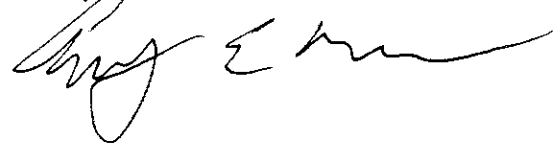
TO: Prospective Bidders

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated September 2021 with amendments and additions noted below.

Acknowledge receipt of this Addendum in the bid submission package. Failure to do so may disqualify the Bidder.

This Addendum consists of the following attachments:

Document	Issue Date
Bidder Question Log	January 13, 2022

Acknowledged
1-24-22 

1. QUESTION LOG - CLARIFICATIONS / CORRECTIONS / MODIFICATIONS TO CONTRACT DOCUMENTS

A. The following questions have been submitted following the bid announcement. Responses to each are provided in italics below.

i. Is a certified check or bidder's bond required at Bid Opening on the 25th of January?

Response: Yes, a Bid Bond or certified check will be required on the 24th of January by 4PM. Refer to document 00 12 00 Bid Submission Information for all required documents to be included within the SEALED bid package.

ii. On Advertisement for Bids page 00 10 00 - 1. It states that 5% of the total amount of highest aggregate bid. In Layman's terms what exactly does that mean?

Response: The highest aggregate bid is standard language and safe guards the owner for projects that accept alternative bids. Alternative bid pricing is not applicable for this project thus the bid bond for this project will be for 5% of the total bid price.

iii. Is there a CSX field representative contact?

Response: A field representative has not been assigned to this project. See below for the CSX project engineer who reviewed the plans.

**Chase Browning, CSX Transportation, Inc.
Real Estate, Project Engineer
500 Water Street, J180, Jacksonville, FL 32202
Off. 904-279-3936, Fax. 904-366-4042
E-mail: Chase_Browning@csx.com**

iv. Is there a date set for sure when project has to start or completed? Weather, supplies, sub-contractor permitting?

Response: The substantial completion for the project has been revised to be December 31, 2022, with final completion on March 31, 2023. Please see the following statement to update Article 4 – Contract Times of the Agreement Between the Owner and Contactor for Construction Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed by **December 31, 2022** ~~within 60 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions~~, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions **by March 31, 2023** ~~within 90 days after the date when the Contract Times commence to run.~~

END OF DOCUMENT

ADVERTISEMENT FOR BIDS

Notice is hereby given, that the Hendricks County Surveyor's Office hereinafter referred to as the Owner, will receive sealed bid packets for the construction of the **MARY GIBBS TILE RECONSTRUCTION** project. Sealed bids can be mailed to the Hendricks County Surveyor's Office, 355 South Washington Street #170, Danville, Indiana 46122. Alternatively, sealed bids can be hand delivered to the address above between 8:00 AM and 4:00 PM only on Monday through Friday. No late bids will be accepted. Sealed bids must be received by the Hendricks County Surveyor's Office no later than 4:00 PM (Local Time) on Monday, December 13, 2021. Bids received after such hour will be returned unopened. Bids received prior to this time shall be opened and read at the Special Drainage Board meeting scheduled for 8:00 AM (Local Time) on Tuesday, December 14, 2021, at the Hendricks County Government Center located at the address above.

The Mary Gibbs Tile Reconstruction project is located approximately 2,400 feet northwest of County Road 750 N and County Road 850 E in Brownsburg in Hendricks County, Indiana. The work generally consists of, but is not necessarily limited to, jack and bore of a new 12" tile within a 24" steel casting beneath a CSX Railroad, abandoning of an existing 12" tile, site restoration, and erosion control.

The Contract Documents may be examined without charge at the Hendricks County Surveyor's Office. The Contract Documents will be provided electronically upon request. Please contact Andrew Miller at 317-266-8000 or amiller@cbbel-in.com to be added to the bidders list and to obtain copies of the Contract Documents.

Prospective bidders shall submit questions regarding the Contract Documents via email to Andrew Miller at amiller@cbbel-in.com. Questions received after 5:00 PM (local time) Thursday, December 2, 2021, will not be answered. If needed, a final addendum will be issued Friday, December 3, 2021. Bidder shall acknowledge receipt of any addendum in the bid submission package. Failure to do so may disqualify the Bidder.

The work to be performed and the bid to be submitted shall include sufficient and proper sums for all general construction, mechanical installation, labor, materials, permits, licenses, insurance, and so forth incidental to and required for the construction of the facilities.

Each bid must be enclosed in a sealed envelope bearing the title of the **Project and the name and address of Bidder and the words "SEALED BID"**. All bids must be submitted on the bid forms as identified in the Contract Documents and Specifications.

Each bid shall be accompanied by a **certified check or acceptable bidder's bond** made payable to the Owner, in a sum of not less than five percent (5%) of the total amount of the highest aggregate bid, which check or bond will be held by the Owner as evidence that the bidder will, if awarded the contract, enter into the same with the Owner upon notification from him to do so within fifteen (15) days of said notification.

Approved performance and payment bonds guaranteeing faithful and proper performance of the work and materials, to be executed by an acceptable surety company, will be required of the Contractor at the time of contract execution. The bonds will be in the amount of 100% of the Contract Price and must be in full force and effect throughout the term of the Construction Contract plus a period of twelve (12) months from the date of substantial completion. An approved maintenance bond, to be executed by an acceptable surety company, will be required of the

Contractor throughout the term of the Construction Contract plus a period of thirty-six (36) months from the date of final completion. The maintenance bond will be in the amount of 10% of the Contract Price.

The Owner reserves the right to reject any bid, or all bids, or to accept any bid or bids, or to make such combination of bids as may seem desirable, and to waive any and all informalities in bidding. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bid may be withdrawn after the scheduled closing time for receipt of bids for at least ninety (90) days. A conditional or qualified Bid may not be accepted.

Award will be made to the low, responsive, responsible Bidder. The low, responsive, responsible Bidder must not be debarred, suspended, or otherwise be excluded from or ineligible for participation in federally assisted programs under Executive Order 12549.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the project throughout. Bids shall be properly and completely executed on bid forms included in the Specifications. Bids shall include all information requested by Indiana Form 96 (Revised 2013) included with the Specifications.

Under Section III of Form 96, the Bidder shall **submit a financial statement**. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

Each Bidder is responsible for inspecting the project site(s) and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to its bid.

END OF ADVERTISEMENT FOR BIDS

Bid Bond

CONTRACTOR:

Murrain Excavating, Inc.
P.O. Box 182
Clayton, IN 46118

SURETY:

Arch Insurance Company
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107

OWNER:

Hendricks County Surveyors Office
355 South Washington Street
Danville, IN

BOND AMOUNT: 5% of bid

PROJECT:

Murrain Excavating, Inc.

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.

Project Number, if any:

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 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 January 21, 2022

Murrain Excavating, Inc.
(Principal)

(Seal)

(Witness)

(Time)

(Surety)

(Seal)

(Witness)

Jo Ann R. Smith, Attorney In Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Anthony G. Balzano, Deborah M. Roth, Jo Ann R. Smith, Rosalie S. Smith, Sarah Elizabeth Scott and Sharon Rainey of Cincinnati, OH (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed. Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

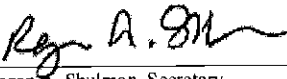
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 3rd day of May, 2021.

Attested and Certified



Regan A. Shulman, Secretary



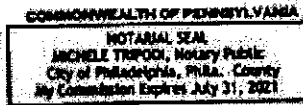
Arch Insurance Company

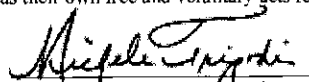


Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



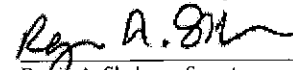


Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney** dated May 3, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 25th day of Jan, 2022.



Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



Tax & Accounting

5833 Short Street, Clayton, IN 46118

Office (317)539-5428 Fax (317)539-5212

Murrain Excavating Inc Financial Statement December 31, 2021

<u>Assets</u>	
Checking	73,065.10
Fixed Assets	
Machinery/Equipment	551,594.00
Vehicles	177,691.30
	<u>729,285.30</u>
<u>Total Assets</u>	<u>802,350.40</u>
<u>Liabilities</u>	
PNC Business Credit Care	0.00
Midland Finance	35,972.00
PNC Business Line of Credit	0.00
<u>Total Liabilities</u>	<u>35,972.00</u>
<u>Net Worth</u>	<u>766,378.40</u>



Tax & Accounting

5833 Short Street, Clayton, IN 46118
Office (317)539-5428 Fax (317)539-5212

Murrain Excavating Inc Financial Statement December 31, 2020

<u>Assets</u>	
Checking	24,314.79
Fixed Assets	
Machinery/Equipment	549,256.08
Vehicles	177,593.26
	<u>726,849.34</u>
<u>Total Assets</u>	<u>751,164.09</u>
<u>Liabilities</u>	
PNC Business Credit C	2,823.21
Midland Finance	41,598.00
PNC Business Line of C	30,552.72
<u>Total Liabilities</u>	<u>74,973.93</u>
<u>Net Worth</u>	<u>676,190.16</u>



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): 01/24/2022

1. Governmental Unit (Owner): Hendricks County Surveyor
2. County : Hendricks
3. Bidder (Firm): Murray Excavating, Inc.
- Address: P.O. Box 182
- City/State/ZIPcode: Clayton, IN 46118
4. Telephone Number: 317-539-6802
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 Mary Gibbs Tile Reconstruction CSC Jack and Bore (Governmental Unit) in accordance with plans and specifications prepared by Christopher B. Burke Engineering, LLC and dated 09/30/21 for the sum of \$ 590,000.00

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 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.

BID OF
Murray Excavating, Inc

(Contractor)

P.O. Box 182

(Address)

Clayton, IN 46118

FOR
PUBLIC WORKS PROJECTS
OF

Mary Gibbs Tile Reconstruction

CSX Jack and Bore

Filed _____

Action taken _____

**BID SCHEDULE
MARY GIBBS TILE RECONSTRUCTION
HENDRICKS COUNTY, INDIANA**

Item	Description of Work	Bid Quantity	Unit	Unit Price	Subtotal
1	Construction Mobilization/Demobilization	1	LS		46,000
2	Construction Surveying	1	LS		12,000
3	Dewatering	1	LS		13,000
4	Construction Entrance (Access Route)	2	EA	23,000	46,000
5	Demolition (Clearing and Grubbing)	1	LS		18,000
6	Trenchless Installation	124	LF	3,064.52	380,000
7	HDPE, 12" Diameter	278	LF	89.93	25,000
8	48" Diam. Precast Concrete Structure	4	BA	4,250	17,000
9	Pipe Abandonment	150	LF	100	15,000
10	Site Restoration/Stablization	1	LS		18,000

TOTAL BID AMOUNT (in figures) \$ 590,000.00
 (in words) Five hundred ninety thousand and 00/100

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 _____ this _____ day of _____, _____

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss

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

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

County of Residence: _____

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.

Midwest Mole Jack & Bore - Bore machine and Excavator

Beaty Construction - 80 to 110 ton Crawler Crane

Land Works - Vac truck

Taylor Cooper Excavating - skidsteer, excavator

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.

Two Excavators

Bulldozer

Skidsteers

Front end Loader

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.

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.

Breneman Farms

Avon Parks

Hendricks County Surveyor

Hendricks County Highway Department

Taylor Cooper Excavating

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.)*

This work will be completed in a timely fashion with the direction Murrain Excavating, Inc. and the

help of Taylor Cooper Excavating. Execute the scope of work that has been layed out by Burke

Engineering and the Hendricks County Surveyor's Office.

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.

Garland Trucking, Inc. 297 W. C.R. 900 N., Lizton, IN

Taylor Cooper Excavating, 4310 W. C.R. 400 S., Danville, IN 46122

Artistic Tree Service 560 Fletcher Ave., Iridianapolis, IN 46203

ACCEPTANCE

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

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$1

SUBCONTRACTOR AND MATERIAL SUPPLIER LIST

Lingerman Drain Tree Removal

Submit names of all subcontractors, material suppliers, manufacturers and materials, as applicable for the following divisions of work. Indicate where work is to be performed by the Contractor's "Own Forces". Add additional work items and names to comprehensively cover all work on the Project.

WORK ITEM	SUBCONTRACTOR	SUPPLIER	MANUFACTURER	MATERIAL
	Artistic Touch			
		Viking Mat Company		Mud Mats
	Taylor Cooper Excavating			

NOTICE TO BIDDERS

Notice is hereby given, that the Hendricks County Surveyor's Office hereinafter referred to as the Owner, will receive sealed bid packets for the completion of the **LINGERMAN DRAIN TREE REMOVAL** project. Sealed bids can be mailed to the Hendricks County Surveyor's Office, 355 South Washington Street #170, Danville, Indiana 46122. Alternatively, sealed bids can be hand delivered to the address above between 8:00 AM and 4:00 PM only on Monday through Friday. No late bids will be accepted. Sealed bids must be received by the Hendricks County Surveyor's Office no later than 4:00 PM (Local Time) on Monday, January 24, 2022. Bids received after such hour will be returned unopened. Bids received prior to this time shall be opened and read at a Drainage Board meeting scheduled for 8:00 AM (Local Time) on Tuesday, January 25, 2022, at the Hendricks County Government Center located at the address above.

The Lingerman Drain Tree Removal project is located approximately 3,000 feet northeast of State Road 267 and County Road 100 N near Avon in Hendricks County, Indiana. The work generally consists of, but is not necessarily limited to, tree and logjam removal along approximately 2,100 feet of a Regulated Drain, reshaping and lining an existing drainage swale with riprap, site restoration, and erosion control.

The Contract Documents will be provided electronically upon request. Please contact Ian Hahus at 317-266-8000 or ihahus@cbbel-in.com to be added to the bidders list and to obtain copies of the Contract Documents.

Prospective bidders shall submit questions regarding the Contract Documents via email to Ian Hahus at ihahus@cbbel-in.com. Questions received after 5:00 PM (local time) Thursday, January 20, 2022, will not be answered.

The work to be performed and the bid to be submitted shall include sufficient and proper sums for all general construction, installation, labor, materials, permits, licenses, insurance, and so forth incidental to and required for the completion of the project.

Each bid must be enclosed in a sealed envelope bearing the title of the Project and the name and address of Bidder and the words "**SEALED BID**". All bids must be submitted on the bid forms as identified in the Contract Documents and Specifications.

Each bid shall be accompanied by a certified check or acceptable bidder's bond made payable to the Owner, in a sum of not less than five percent (5%) of the total amount of the bid, which check or bond will be held by the Owner as evidence that the bidder will, if awarded the contract, enter into the same with the Owner upon notification from him to do so within fifteen (15) days of said notification.

Approved performance and payment bonds guaranteeing faithful and proper performance of the work and materials, to be executed by an acceptable surety company, will be required of the Contractor at the time of contract execution. The bonds will be in the amount of 100% of the Contract Price and must be in full force and effect throughout the term of the Construction Contract plus a period of twelve (12) months from the date of substantial completion.

The Owner reserves the right to reject any bid, or all bids, or to accept any bid or bids, or to make such combination of bids as may seem desirable, and to waive any and all informalities in bidding. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or

Bid Bond

CONTRACTOR:

Murray Excavating, Inc.
PO Box 182
Clayton, IN 46118

SURETY:

United Casualty and Surety Insurance Company

OWNER:

Hendricks County Surveyor's Office
355 South Washington Street, #170

BOND AMOUNT: \$0.00

PROJECT:

Lingerman Drain Tree Removal

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.

Project Number, if any:

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 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 January 24, 2022

Murray Excavating, Inc.

(Principal)

(Seal)

(Witness)

(Title)

United Casualty and Surety Insurance Company

(Surety)

(Seal)

(Witness)

Attorney In Fact, Deborah M. Roth



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

POWER OF ATTORNEY

Agency No. 171386

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Anthony Balzano, Deborah Roth, Cynthia S. Richter, Joann Smith

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million Five Hundred Thousand & 00/100 Dollars (\$3,500,000.00). This Power of Attorney shall expire without further action on December 31st, 2023.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 11th day of January, 2022.



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

 Joel R. Chachkes, Treasurer

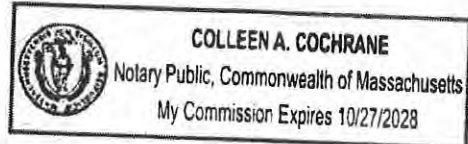
Corporate Seals

Commonwealth of Massachusetts
 County of Middlesex ss:

On this 11th day of January, 2022, before me, Colleen A. Cochrane, a notary public, personally appeared Joel R. Chachkes, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
 WITNESS my hand and seal.

_____ (Seal)
 Notary Public, Commission Expires: 10/27/2028



I, Robert F. Thomas, Chief Operating Officer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Newton, Massachusetts this 25th day of January, 2022

Corporate Seals




 Robert F. Thomas, President

Lingerman Drain

From : Ian Hahus <ihahus@cbbel-in.com>
Subject : Lingerman Drain
To : Ian Hahus <ihahus@cbbel-in.com>

Fri, Jan 21, 2022 02:07 PM

 1 attachment

Good afternoon,

I just wanted to thank you all for your interest in the project. As stated on the notice to bidders, the question-and-answer period ended last night. Having received no substantive questions beyond those included in Addendum 1, there will only be one addendum. If submitting a bid, you must acknowledge receipt of that addendum in your bid package.

As a reminder, completed and sealed bid packages are due to the Hendricks County Surveyor's Office by 4:00pm local time on Monday, January 24, and will be opened at the Drainage Board meeting the following morning.

Thanks,

Ian Hahus, PhD, PE, CFM
Water Resources Engineer
(he/him)

BURKE

Christopher B. Burke Engineering, LLC
317.266.8000 o | 812.619.0495 c | cbbel-in.com

Addendum

Acknowledged

1-24-22 

The information contained in this email is intended only for the individual or entity to whom it is addressed and should not be opened, read or used by any other party. This message shall not be construed as official project information or as direction except as expressly provided in the contract document. Its contents (including any attachments) may contain confidential and/or privileged information. If you are not an intended recipient you must not use, disclose, disseminate, copy or print its contents. If you receive this email in error, please notify the sender by reply email and delete and destroy the message.

BID SCHEDULE
LINGERMAN DRAIN TREE REMOVAL
HENDRICKS COUNTY, INDIANA

Item	Description of Work	Bid Quantity	Unit	Unit Price	Subtotal
1	Construction Mobilization/Demobilization	1	LS		7,500
2	Construction Entrance	3	EA		39,000
3	Tree and Logjam Removal	1	LS		60,000
4	Swale Cleaning and Lining	1	LS		21,000
5	Site Restoration/Stabilization	1	LS		23,380

TOTAL BID AMOUNT (in figures) \$ 150,880.00

(in words) *One hundred fifty thousand eight hundred eighty*

BID OF

Murray Eweching, LLC
(Contractor)

P.O. Box 182
(Address)

Clayton, MO 64118
(Address)

FOR

PUBLIC WORKS PROJECTS

OF

Lingscema Ditch

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): January, 14, 2022

1. Governmental Unit (Owner): Hendricks County Surveyor's Office
2. County: Hendricks
3. Bidder (Firm): Murrair Excavating, INC.
Address: P.O. Box 182
City/State/ZIP code: Clayton, IN 46118
4. Telephone Number: 317-539-6802
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 Lingerman Drain Tree Removal (Governmental Unit) in accordance with plans and specifications prepared by Christopher B. Burke Engineering and dated 12/2/21 for the sum of One hundred fifty thousand Eight eight \$ 150,880.00

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: Hendricks County Surveyor's Office

Bidder (Firm) Murray Excavating, INC

Date (month, day, year): January, 14, 2022

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
83,185.00	Excavating	6-22-21	Hendricks County Surveyor
45,500.00	Excavating	2-5-21	Taylor Excavating
60,100.00	Excavating	11-11-20	Hendricks County Surveyor
63,500.00	Excavating	10-12-20	Hendricks County Surveyor

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
10,000	Excavating	4-30-22	Hendricks County Surveyor
5,000	Excavating	5-1-22	Hendricks County Surveyor
4,600	Excavating	2-28-22	Stuart Rowling

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.

Breneman Farms
Avon Parks
Hendricks County Surveyors Office
Hendricks County Highway Dept.
Taylor Cooper Excavating

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 mobilize to project and place wooden mats
at both ends to execute scope of work in a timely fashion.
Trees will be removed with the help of many machines
and eight plus laborers.

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.

Taylor Cooper Excavating 4310 W. C.R. 400 S. Danville, IN 46122
Artistic Tree Service 560 Fletcher Ave. IN Ep5, IN 46203

I, Nancy L. Marsh, Hendricks County Auditor, present to the Hendricks County Drainage Board a list of claims for payment and approval. The attached list includes payments made prior to approval for the Pre-run docket (electronic payments wired or ACH'd) and the Regular Docket. The pre-payments are authorized by Ordinance 2001-27 and have been paid for the period beginning 1/13/22 and ending 1/26/22.

The Regular Docket - Pending, will be completed upon Commissioners' approval and checks will be dated 1/26/22

The total of all claims presented is \$5,204.25

Nancy L. Marsh, Auditor

Approved on _____ by the Hendricks County Drainage Board.

Phyllis A. Palmer
Phyllis A. Palmer

Stan Ryland

Dennis W. Dawes
Dennis Dawes

Jack Maloney
Jack Maloney

Bob Gentry
Bob Gentry

Effective Date	Fund	Fund Desc	Acct	Loc Desc	Amount	Payee Name 1	Vendor	Invoice
<input type="checkbox"/> Tran Type : Claim (3 Items, 5,204.25)								
<input type="checkbox"/> Tran Source : Regular Docket (1 Items, 654.25)								
01/18/2022	0400	Garvey, Neal, Pollard, Todd	99999	Surveyor	654.25	THE DAVEY TREE EXPERT CO	029313	121607N
					654.25			
<input type="checkbox"/> Tran Source : Regular Docket (Pending) (2 Items, 4,550.00)								
01/26/2022	0606	Crosswind Estates	99999	Surveyor	2,000.00	VIA EXCAVATING, LLC	028556	010520220081-12/22/21
01/26/2022	0468	Daniel Kennedy	99999	Surveyor	2,550.00	Rick L Alexander	020098	21-025
					4,550.00			
					5,204.25			

United Casualty and Surety Insurance Company
Newton, MA 02464

January 27, 2022

Hendricks County Surveyor's Office
355 South Washington Street, #170
Danville, IN 46122

To Whom It May Concern:

Murrain Excavating, Inc. submitted a bid to you for Lingerman Drain Tree Removal Project issued by the United Casualty and Surety Company. Please accept our apologies for the glitch in our system that did not print the correct bid bond percentage.

We have provided a newly executed bid bond with the correct percentage of 5% per attached bid, which was our intent.

Should you have any questions, please don't hesitate to contact me at 317-563-3228.

Thank you for your understanding.



Deborah M. Roth
Attorney-in-Fact
United Casualty and Surety Insurance Company

Bid Bond

CONTRACTOR:

Murrain Excavating, Inc.
PO Box 182
Clayton, IN 46118

SURETY:

United Casualty and Surety Insurance Company

OWNER:

Hendricks County Surveyor's Office
355 South Washington Street, #170
Danville, IN 46122

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.

BOND AMOUNT: 5% of attached bid

PROJECT:

Lingerman Drain Tree Removal

Project Number, if any:

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 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 January 24, 2022

Murrain Excavating, Inc.
(Principal)

(Seal)

(Witness)

(Title)
United Casualty and Surety Insurance Company

(Title) Deborah M. Roth, Attorney-in-Fac



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

POWER OF ATTORNEY

Agency No. 171386

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Anthony Balzano, Deborah Roth, Cynthia S. Richter, Joann Smith

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million Five Hundred Thousand & 00/100 Dollars (\$3,500,000.00). This Power of Attorney shall expire without further action on December 31st, 2023.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:


Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 11th day of January, 2022.



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company



 Joel R. Chachkes, Treasurer

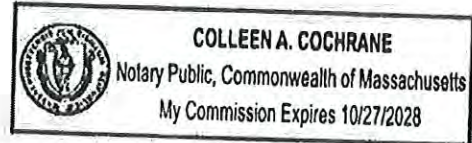
Corporate Seals

Commonwealth of Massachusetts
 County of Middlesex ss:

On this 11th day of January, 2022, before me, Colleen A. Cochrane, a notary public, personally appeared Joel R. Chachkes, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
 WITNESS my hand and seal.

 (Seal)
 Notary Public, Commission Expires: 10/27/2028




I, Robert F. Thomas, Chief Operating Officer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Newton, Massachusetts this 24th day of January, 2022

Corporate Seals





 Robert F. Thomas, President



Tax & Accounting

5833 Short Street, Clayton, IN 46118
Office (317)539-5428 Fax (317)539-5212

Murrain Excavating Inc **Financial Statement** **December 31, 2021**

<u>Assets</u>	
Checking	73,065.10
Fixed Assets	
Machinery/Equipment	551,594.00
Vehicles	177,691.30
	<u>729,285.30</u>
<u>Total Assets</u>	<u>802,350.40</u>
<u>Liabilities</u>	
PNC Business Credit Care	0.00
Midland Finance	35,972.00
PNC Business Line of Credit	0.00
<u>Total Liabilities</u>	<u>35,972.00</u>
<u>Net Worth</u>	<u>766,378.40</u>

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 28th this January day of 2022.

Murrair Excavating, INC
(Name of Organization)

By [Signature]
owner
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF HENDRICKS) ss

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

Subscribed and sworn to before me this 28 day of JANUARY, 2022

[Signature]
Notary Public

Gary W Sowers II

My Commission Expires: 7/11/29

County of Residence: Hendricks

