Meeting Agenda

Town Council Regular Meeting

Wednesday, September 9, 2026
6:30 PM

Town Council Room
1005 Ridge Road, Munster, IN

1. **Call To Order**

2. **Roll Call**

3. **Moment of Silence**

4. **Pledge of Allegiance**

5. **Public Hearing for Additional Appropriations**

   a. Public Hearing for Additional Appropriations

6. **Public Comment**

   All public comment is limited to 2 minutes per person with a total of 20 minutes allotted for the public comment section. All speakers must sign the Public Speaker Sign-in Form prior to speaking. Please keep all comments civil, constructive, and related to public policy issues. At their discretion, Council may allow public comment to extend past 20 minutes but is not required to do so. All rules for public comment are posted outside the Main Meeting Room.

7. **Consent Agenda**

   a. Minutes August 17, 2026

   b. Minutes August 20, 2026

   c. Minutes Special Town Council Meeting, August 31, 2026

   d. Water Leak Adjustment - confirmation 08/17/2026

   e. Treasurer's Report July 2026

Live Stream and Archived Meetings can be viewed at: https://munsterin.portal.civicclerk.com/

Chuck Gardiner	**Joseph Hofferth**	**David B. Nellans**	**Jonathan Petersen**	**George Shinkan**
Vice-President	President	Councilor	Councilor	Councilor
01/01/24 - 12/31/27	01/01/24 - 12/31/27	01/01/24 - 12/31/27	01/01/24 - 12/31/27	01/01/24 - 12/31/27

f. Voucher Registers

8. Old Business

a. Ordinance #2015: Additional Appropriations (4)

9. New Business

a. Contract Ratification for Debris Hauling, Monitoring, and a Public Assistance Firm.

b. Resolution #2169: INDOT Signing Authority

c. Resolution #2170: Update to Retirement Health Savings Program

d. Ordinance #2020: Amendment to Salary Ordinance

e. Ordinance #2021: PERF Covered Employees

f. Engagement Letter: 2026 GO Bond

g. Purchase of Two Altitude Valves

h. Bid Award: CDBG Sidewalk Replacement

i. Hauling Contract Addendum #4

10. Reports & Announcements

11. Adjournment

To: Town Council

From: Patricia Abbott, Town Manager

Meeting Date: September 9, 2026

Subject: Public Hearing for Additional Appropriations

Summary

There are four funds in need of additional appropriations.

Lane Mileage Direct Distribution Fund (2258) is requesting an additional appropriation of $65,935.87. Under House Enrolled Act (HEA) 1461, made changes to road funding that included the creation of the Lane Mileage Direct Distribution program. The program provides road funding that is distributed directly to eligible local governments. Eligibility is contingent on having a local Wheel and Surtax in place. HEA 1461 created a new fund specifically for these distributions. The first distribution was received in the amount of $65,935.87. Because these funds were not included in the original budget, additional appropriations are required before the Town may expend the funds.

The TIF Fund (4445) is requesting an additional appropriation of $68,216.00 to cover expenditures for work completed in 2025 to outfit the new squad card. Although the services were performed during 2025, the related invoices were not received and processed for payment until 2026. As a result, these expenditures exceeded the fund's original 2026 appropriation, making an additional appropriation necessary to pay these expenses.

The Opioid Restricted Fund (2257) is requesting an additional appropriation of $2,643.00 to provide the required local match for a grant awarded to the Munster Police Department Social Worker by the SAFE Indiana Coalition. The approval of this purchase was made at the August 3, 2026, Council meeting.

The Self-Funded Liability Fund (7727) is requesting an additional appropriation in the amount of $1,000,000.00. A confirmed tornado struck the Town of Munster on Tuesday, August 11, 2026, resulting in damage and disruption to municipal services and infrastructure. In response to this event, the Town anticipates incurring costs associated with emergency response, restoration, repairs, cleanup, and the continuation of essential services. This request will ensure sufficient appropriations are available to begin paying any and all invoices related to the restoration of services and recovery efforts resulting from the tornado.

The procedure for securing additional appropriations requires a public hearing, scheduled for this evening, and the adoption of an ordinance by the Town Council. All funds are considered reporting only funds, and the appropriations will go into effect upon passage of the ordinance.

Financial Impact

Funding Source: See Certified Copy of Additional Appropriations
Budgeted Amount: Certified Copy of Additional Appropriations

Recommended Council Action

Conduct a public hearing on teh proposed additional appropriations.

Attachments:

1. Ordinance 2015 - Additional Appropriations (4)
2. Certified Copy of Additional Appropriations

ORDINANCE 2015

AN ORDINANCE FOR THE ADDITIONAL APPROPRIATION OF FUNDS FOR THE YEAR 2026 (4)

WHEREAS, The use and expenditure of money is required to carry on necessary governmental functions; and

WHEREAS, The amount of money to carry on necessary governmental functions is prescribed in the budget for the year 2026 as determined by the Department of Local Government Finance through their budget order; and

WHEREAS, The Town Council of the Town of Munster, Lake County, Indiana, now finds it necessary to appropriate more money than the amount prescribed in the budget for the year 2026; and

WHEREAS, There are sufficient funds available for additional appropriation; now, therefore, be it

ORDAINED, By the Town Council of the Town of Munster, Lake County, Indiana, that for the expenses of the taxing unit, the additional sums of money are hereby appropriated out of the funds named in the attached Certified Copy of Additional Appropriations subject to laws governing the same:

ORDAINED AND ADOPTED by the Town Council of the Town of Munster on the 9th day of September 2026, by a vote of _____ in favor and ____ opposed.

TOWN COUNCIL OF THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA.

_____
Joseph Hofferth, President

ATTEST:

_____
Wendy Mis, Clerk-Treasurer

CERTIFIED COPY OF ADDITIONAL APPROPRIATION
State Form 55819 (R4 / 2-19)
PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE

Section I

When reporting the appropriation of bond proceeds, complete Section I; lines A, B, C and 5 of Section II; Section III; and Section IV.

UNIT NAME: TOWN OF MUNSTER — Unit Number: 0507
COUNTY NAME: LAKE — County Number: 45

Date of Publication *(month, day, year)*: 8/24/2026 Newspaper Name: Gateway
Date of Publication *(month, day, year)*: Newspaper Name:
Date of Public Hearing *(month, day, year)*: 9/9/2026
Date Resolution Passed *(month, day, year)*: 9/9/2026

DLGF USE ONLY
Date Received *(month, day, year)*:
Order Number:

Section II

Complete a column for each fund for which the additional appropriations are being made. Values omitted from the sheet may impact the Department's review and approval of the request. Rows A and B should be completed using the fund number and fund name as listed on the Fund Report of the Final 1782 Notice issued by the Department.

A. DLGF Fund Number	2258	2257	4445	7704	
B. Fund Name	Lane Mileage Direct Dist.	Opioid Resticted	TIF Fund	Self-Funded Liability	
C. Appropriation Amount Requested	$65,935.87	$2,643.00	$68,216.00	$1,000,000.00	
D. Amount by Reduction *(Enter as a positive number)*					
E. Net Amount of Increase *(C minus D)*	$65,935.87	$2,643.00	$68,216.00	$1,000,000.00	$0.00
1. Property Tax Levy (Line 16)		$0.00	$0.00		$0.00
2. Levy Excess (Line 15)	$0.00	$0.00	$0.00		$0.00
3. PTRC from Local Income Tax (LIT) (Line 13A)	$0.00	$0.00	$0.00	$0.00	$0.00
4. LIT Levy Freeze Amount (Line 13B)		$0.00	$0.00		$0.00
5. Misc. Revenue (Line 8B) *(See Note #1)*	$0.00	$11,339.00	$9,156,440.00	$1,824,632.00	
6. January 1 Cash Balance *(Include investments)*	$0.00	$170,007.00	$28,190,961.00	$3,037,926.00	
7. Subtotal of Funds *(Add 1 thru 6)*	$0.00	$181,346.00	$37,347,401.00	$4,862,558.00	$0.00
8. Less Circuit Breaker *(Amount From Circuit Breaker Report)*					
9. Total Funds *(7 minus 8)*	$0.00	$181,346.00	$37,347,401.00	$4,862,558.00	$0.00
10. DLGF Approved Budget (Line 1C)	$0.00	$6,000.00	$9,345,000.00	$0.00	
11. Encumbered Appropriations Carried Forward From Previous Year					
12. Temporary Loans Outstanding as of January 1	$0.00	$0.00	$0.00	$0.00	
13. Beginning Obligations *(Add 10 thru 12)*	$0.00	$6,000.00	$9,345,000.00	$0.00	$0.00
14. Surplus Funds *(9 minus 13)*	$0.00	$175,346.00	$28,002,401.00	$4,862,558.00	$0.00
15. Previous additional appropriation(s) approved since January 1, less any reductions in appropriations.	$0.00	$0.00			
16. Amount transferred to the Rainy Day Fund *(See Note #2)*	$0.00	$0.00	$0.00	$0.00	
17. Surplus Funds Remaining *(14 minus 15 minus 16)*	$0.00	$175,346.00	$28,002,401.00	$4,862,558.00	$0.00

Note #1: If amount report on Row 5 is higher than 8B amount, then a revised Budget Form 2 must be attached with the Additional Appropriation Request.
Note #2: Row 16 cannot be used for additional appropriations for the rainy day fund. Transfers to the rainy day fund are entered as miscellaneous revenues on Line 5.

Section III

Please check the requested method for the Department to inform your unit of the status of the Additional Appropriation Request.

Check One:

☐ Follow Up Via E-mail — wmis@munster.in.gov ; pabbott@munster.in.gov
E-mail Address(es)

☐ Follow Up Via Mail
Mailing Address *(Number, Street, City, State, ZIP Code)*

Section IV

I, _____ fiscal officer of _____, do hereby certify that the above information is true and correct.
(Please Print) *(Please Print)*

Signature | Title | Telephone Number | Date *(month, day, year)*

Completed additional appropriation requests may be submitted to the Department via e-ma **AdditionalAppropriationRequests@dlgf.in.gov** or via fax (317) 974-1629.

TOWN OF MUNSTER
MINUTES OF A REGULAR MEETING OF THE TOWN COUNCIL
AUGUST 17, 2026

A meeting of the Munster Town Council was held at 6:35 p.m. on Monday, August 17, 2026. Ordinance 1830 is the basis for holding electronic meetings. The announced meeting location was Munster Town Hall, 1005 Ridge Road, Munster, Indiana. Councilors, Staff, and the public had the option to participate via Civic Plus meeting technology.

Councilors George Shinkan, Joseph G. Hofferth, Chuck Gardiner, David B. Nellans, and Jonathan Petersen were physically present in Town Hall. Also present were Clerk-Treasurer Wendy Mis, Town Attorney John Reed, Controller Patricia Abbott, Assistant Town Manager Dan Reyes, Police Chief Stephen Scheckel, Fire Chief Mark Hajduk, and interim Public Works Director Russ Kozyra. The news media was not represented.

President Hofferth presided, opened the meeting with a moment of silence followed by the Pledge of Allegiance.

SPECIAL REPORT

The Town of Munster was struck by a severe weather event including an EF-1 tornado and straight-line winds on Tuesday, August 11, 2026. As of this writing, a federal disaster was declared. There is extensive wind damage and numerous trees down on every single street in Munster. EMA Director Mark Hajduk provided an update on emergency services being deployed followed by comments from President Hofferth sharing information about coordinated community efforts.

PUBLIC COMMENT

The Town of Munster accepts public comments submitted both in-person and electronically. The public was informed, via the agenda posted at munster.org, that questions or comments about an item on the agenda were to be emailed to wmis@munster.org. All in-person public comments are limited to two minutes and limited to a total of twenty minutes for the public comment section.

Mr. Mike Dujmovic, 1833 Tulip Lane, asked how frequently the power outage map would be updated and requested nightly if possible.

No one else rose to claim the floor.

Clerk-Treasurer Mis shared 5 electronic emails were received. Three emails were in opposition to data centers, one email appreciated the meeting rules are enforced, and an email was sent in solidarity with the USW currently locked out at the local BP Refinery. The emails are available for Council to review.

CONSENT AGENDA

APPROVAL OF MINUTES

Minutes of a regular meeting held on August 3, 2026

ACCOUNTS PAYABLE VOUCHER REGISTERS

Confirmation of Voucher Register #26-8C dated 08/04/26 in the amount of $14,043.00
Confirmation of Voucher Register #26-8D dated 08/10/26 in the amount of $57,725.13
Confirmation of Voucher Register #26-8E dated 08/07/26 in the amount of $646,155.22
Confirmation of Voucher Register #26-8F dated 08/06/26 in the amount of $291,839.02
Confirmation of Voucher Register #26-8G dated 08/13/26 in the amount of $636,047.51
Approval of Voucher Register #26-8H dated 08/17/26 in the amount of $401,692.85

Councilor Gardiner moved, with a second by Councilor Nellans, to suspend the rules, waive the readings, and adopt the Consent Agenda. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

NEW BUSINESS

LOCAL DISASTER DECLARATION

The Town of Munster was struck by a severe weather event including derecho winds and an EF-1 tornado on August 11, 2026. Public infrastructure, public facilities, utilities, trees, streets, right-of-way, and private property have experienced extensive damage. Pursuant to IC 10-14-3-29, Council President Hofferth signed Local Disaster Emergency Declaration No. 2026-01. The declaration authorizes appropriate Town departments and personnel to take the necessary actions to respond to the event. Under the statute, the declaration expires after seven days without the consent of Council.

This evening, Council is asked to confirm the Declaration No. 2026-01 and authorize its extension through September 9, 2026, which is the date of the next regular Council meeting, unless the Council President deems it appropriate to terminate it sooner. Council can consider whether the Declaration should continue past September 9, 2026, at that meeting.

Councilor Shinkan moved, with a second by Councilor Nellans, to confirm Local Disaster Emergency Declaration No. 2026-01 and to authorize its extension through September 9, 2026. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

RESOLUTION 2167: AUTHORIZATION TO MAKE EMERGENCY PURCHASES

Proposed RESOLUTION 2167 is A RESOLUTION AUTHORIZING THE CLERK-TREASURER OR THE CONTROLLER OF THE TOWN OF MUNSTER TO AUTHORIZE EMERGENCY PURCHASES DURING A LOCAL DISASTER. On August 11, 2026, the Town of Munster experienced a severe weather event which led to the declaration of a local disaster emergency which was formalized in the Town of Munster, Indiana Local Disaster Emergency Declaration, Declaration No. 2026-01. This declaration may not continue beyond seven days without Council consent.

Currently, there are still roads which are impassable, all residents are without electricity for an anticipated period of more than a week, trees are down throughout Town, and traffic signals are not working. It will take weeks to conduct cleanup efforts.

During this time, many purchases need to be made to secure equipment, food, tree removal assistance, and the like. Individually, some of these purchases would normally require seeking quotes and many of the services have agreements associated with them. Normally, these items would go to Council prior to purchasing or signing the associated agreements.

Time is of the essence with the purchases needed to care for the Town and its residents. Staff is requesting permission from Council to make the needed purchases and commitments for only those things needed to address the emergency described in Declaration No. 2026-1. The proposed resolution would allow the Clerk-Treasurer or the Controller to authorize purchases for goods and services up to $50,000.00. This is the upper limit in the current Purchasing Policy outlined in Ordinance 1629. All purchases and agreements, regardless of amount, will be reported at the next regular Council meeting as a separate agenda item.

This authorization would only be in effect for the time that an emergency declaration is in effect.

Resolution 2167 has been drafted for this purpose.

Councilor Gardiner moved, with a second by Councilor Nellans, to adopt Resolution 2167 as presented. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

ORDINANCE 2016: WAIVER OF PAY PILE FEES

Proposed ORDINANCE 2016 is AN ORDINANCE FOR THE WAIVER OF FEES IN RESPONSE TO THE AUGUST 11, 2026, DISASTER DECLARATION. As a result of the severe weather event of August 11, 2026, there is extensive tree damage throughout Munster. Recovery will take time and the amount of debris from trees, damaged property and flooded basements is excessive. Normally, when a resident puts out an excessive amount of garbage for collection, there is an additional fee based on the amount and type of material being disposed of. For every 420 cubic feet of tree and yard debris, there is a $150.00 cost and for every 420 cubic feet of non-yard debris there is a $200.00 cost.

As a practical matter, a Public Works employee would need to go to each house, estimate the cubic feet and type of material, then wait for an invoice to be issued and paid before removal would happen. Not only would it be impractical to calculate these amounts for every home that has tree damage, but it would also be an additional cost for the residents at an already difficult and costly time. Staff recommend waiving these fees as part of the disaster recovery efforts.

Because of the emergency situation, Staff requests the ordinance be adopted on first reading. This will require a motion to suspend the rules and waive the readings followed by a motion to adopt the ordinance.

Councilor Gardiner moved, with a second by Councilor Shinkan, to suspend the rules and waive the readings to adopt Ordinance 2016 as presented this evening. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

Councilor Gardiner moved, with a second by Councilor Shinkan, to adopt Ordinance 2016 as presented this evening. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

ORDINANCE 2017: WAIVER OF PENALTIES

Proposed ORDINANCE 2017 is AN ORDINANCE GRANTING THE CLERK-TREASURER AUTHORITY TO WAIVE LATE FEES ON WATER UTILITY BILLS IN RESPONSE TO THE 2026 DISASTER. Earlier this evening, Council confirmed Declaration No. 2026-01 which declared a local disaster emergency as a result of the August 11, 2026, storm. Due to the timing of the storm and the potential economic impact some residents may experience, the Clerk-Treasurer anticipates increased water bill delinquencies.

The current *Utility Billing Policies, Rules & Regulations* allows the waiver of late fees if the customer has had no late fees for the previous twelve months or if the customer signs up for automatic payments from their bank account.

In an effort to support the residents, Staff recommend allowing a waiver of late fees.

The relief period will begin with the bills due August 20, 2026, and end with the bills due October 20, 2026.

Ordinance 2017 has been prepared to authorize this relief.

Councilor Shinkan moved, with a second by Councilor Nellans, to suspend the rules and waive the readings to adopt Ordinance 2017 as presented this evening. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

Councilor Shinkan moved, with a second by Councilor Nellans, to adopt Ordinance 2017 as presented this evening. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

ORDINANCE 2018: WAIVER OF FOOD TRUCK PERMITTING AND FEES

Proposed ORDINANCE 2018 is AN ORDINANCE FOR THE WAIVER OF FOOD TRUCK PERMITTING AND FEES. As a result of the severe weather event of August 11, 2026, there is extensive tree damage throughout Munster. In the initial days of the recovery, securing food was problematic as all residences, businesses, and restaurants were without electricity or gas service. The Social Center has been serving as a cooling center and device-charging location. Various community organizations and businesses have donated food which has been cooked and/or distributed on-site.

Staff also arranged for local food truck vendors to operate in various areas of Town. The vendors the Town contacted are ones that the Park Department has worked with in the past at various events and have gone through a vetting process. The normal process for operating food trucks in Town includes background checks, vehicle inspection, documentation from the Lake County Health Department, permission from the property owner where the truck will be located, and a fee. Because of the circumstances, Staff is recommending waiving the regular process and associated fees.

Because of the emergency situation, Staff requests the ordinance be adopted on first reading. This will require a motion to suspend the rules and waive the readings followed by a motion to adopt the ordinance.

Councilor Gardiner moved, with a second by Councilor Shinkan, to suspend the rules and waive the readings to adopt Ordinance 2018 as presented this evening. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

Councilor Gardiner moved, with a second by Councilor Shinkan, to adopt Ordinance 2018 as presented this evening. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

ORDINANCE 2019: AMENDING THE PURCHASING POLICY

Proposed ORDINANCE 2019 is AN ORDINANCE TO AMEND ORDINANCE 1629 MODIFYING THE PURCHASING POLICY. The Council adopted a purchasing policy in 1998 and amended it in 2014. The purchasing amounts that trigger the need for seeking quotes and bids were originally tied to statute. Over the years, costs have increased substantially and statute was changed to

increase the amounts triggering the quote and bid processes. For some time now, it has been cumbersome to make operational purchases because of the existing thresholds. In addition, statute requires all contracts and agreements to be approved by Council. Many small purchases include signing an agreement. This means a purchase must wait until the next Council meeting which can delay operations. The emergency situation has exacerbated these problems.

Staff recommends updating the purchasing policy to match the limits in statute, to increase signing authority for defined positions, and to allow for smoother operations. Staff further recommends updating the purchasing policy to allow the Town Manager to sign an agreement that falls within his or her signing authority limit on the condition that the Council President is notified prior to signing the document and presenting the contract or agreement to the Council at their next regular meeting for confirmation.

Because of the emergency situation, Staff also requests the ordinance be adopted on first reading. This will require a motion to suspend the rules and waive the readings, followed by a motion to adopt the ordinance.

Councilor Petersen moved, with a second by Councilor Nellans, to suspend the rules and waive the readings to adopt Ordinance 2019 as presented this evening. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

Councilor Petersen moved, with a second by Councilor Nellans, to adopt Ordinance 2019 as presented this evening. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

ORDINANCE 2015: ADDITIONAL APPROPRIATIONS (4)

Proposed ORDINANCE 2015 is AN ORDINANCE FOR THE ADDITIONAL APPROPRIATION OF FUNDS FOR THE YEAR 2026 (4). There are four funds in need of additional appropriations.

The Lane Mileage Direct Distribution Fund (2258) is requesting an additional appropriation of $65,935.87. Under House Enrolled Act (HEA) 1461, made changes to road funding that included the creation of the Lane Mileage Direct Distribution program. The program provides road funding that is distributed directly to eligible local governments. Eligibility is contingent on having a local Wheel and Surtax in place. HEA 1461 created a new fund specifically for these distributions. The first distribution was received in the amount of $65,935.87. Because these funds were not included in the original budget, additional appropriations are required before the Town may expend the funds.

The TIF Fund (4445) is requesting an additional appropriation of $68,216.00 to cover expenditures for work completed in 2025 to outfit the new squad card. Although the services were performed during 2025, the related invoices were not received and processed for payment until 2026. As a result, these expenditures exceeded the fund's original 2026 appropriation, making an additional appropriation necessary to pay these expenses.

The Opioid Restricted Fund (2257) is requesting an additional appropriation of $2,643.00 to provide the required local match for a grant awarded to the Munster Police Department Social Worker by the SAFE Indiana Coalition. The approval of this purchase was made at the August 3, 2026, Council meeting.

The Self-Funded Liability Insurance Fund (7704) is requesting an additional appropriation of $1,000,000.00. Staff is coordinating with the insurance carrier as it relates to the disaster response. It is

anticipated that funding will be available from various sources, including insurance coverage. It is anticipated that many invoices will need to be paid by the Town and reimbursement will be sought afterward. Appropriations are needed to make the original payments.

The procedure for securing additional appropriations requires a public hearing, scheduled for September 9, 2026, and the adoption of an ordinance by the Town Council. All funds are considered reporting only funds, and the appropriations will go into effect upon passage of the ordinance.

Councilor Shinkan moved, with a second by Councilor Nellans, to hear Ordinance 2015 on first reading and schedule a public hearing and second reading for September 9, 2026. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

ENGAGEMENT LETTER: 2026 EDC REVENUE BOND AND ESTABLISHMENT OF NEW ALLOCATION AREA LEGAL REPRESENTATION

The Town has been in negotiations for a development agreement at Centennial Village. Staff is seeking approval for legal services as part of this project. Mr. Brad Bingham of the law firm Barnes & Thornburg submitted a proposed letter of engagement for the following services related to this matter.

- Issuance of an objective legal opinion regarding the authorization and issuance of the bonds
- Meet with and assist the Town, the Commission, the Town Attorney, and the Municipal Advisor in structuring the proposed transaction, and provide details of using certain structures and associated legal requirements
- Prepare basic documentation for the transaction to include timetables, bond resolutions, trust indentures, affidavits, certificates, etc.
- Assist the Commission in preparing for and attending required hearings
- Prepare and participate in meetings with rating agencies, municipal bond insurers or other credit providers regarding the proposed transaction
- Attend Commission meetings as requested
- Coordinate and supervise the closing of the bonds including preparation of the required closing documents
- Certain documents if disclosure documents will be used along with excludability of interest from Federal and/or State income tax as applicable and an opinion
- Advise the Commission and Town Attorney regarding establishment or amendment of any economic development and/or redevelopment area in connection with the proposed transaction and prepare any required documentation

The timeline calls for first reading on the bond ordinance August 17, 2026. Due to the storm event, the timeline will be modified. Closing would happen after the Developer meets certain milestone targets. The estimated fees are between $60,000.00 and $70,000.00. Once the full scope of the work to be done is identified, an updated estimate will be provided. This estimate does not include out-of-pocket expenses.

Baker Tilly will be asked to assist in this issuance, and a separate engagement letter will be brought to Council at a future meeting for their services.

Councilor Gardiner moved, with a second by Councilor Nellans to approve the letter of engagement with Barnes & Thornburg to serve as Bond Counsel for the 2026 Economic Development Revenue Bonds (Centennial Village LLC Expansion Project) and Establishment of New Allocation Area for the Project. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

APPROVAL OF SETTLEMENT AGREEMENT

Staff engaged in mediation to resolve a lawsuit filed against the Town. The proposed agreement, including a payment of $12,000.00 by the Town, was contingent upon Council approval.

Councilor Gardiner moved, with a second by Councilor Nellans to approve execution of the release and settlement agreement with Andrew Katz as presented. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

CONTRACT AWARD: STREET STRIPING

Each year street striping is needed as the existing striping fades or new stop signs are installed. When the Town requests quotes, the material to be used is thermoplastic. Street striping funds are available each year as part of the capital improvement plan. Quotes were requested from HighStar Traffic, EverLine and Traffic Management Company. An itemized quote was received from HighStar Traffic in the amount of $26,063.67.

The project will be funded from Local Road and Street.

Councilor Gardiner moved, with a second by Councilor Nellans to approve HighStar Traffic quote for $26,063.67 for street striping at various locations around the Town of Munster. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

CONTRACT AWARD: ALLEY PAVING

Garbage trucks using alleys over time can cause ruts which result in drainage problems in the alleys. Alley paving funds are available each year as part of the capital improvement plan. A request for quotes was issued to Rieth-Riley, Milestone and Site Services for alley paving. The alley to be paved is north of Ridge Road between Oakwood and Baring Avenue. Rieth-Riley did not submit a quote for 2026 but a quote from 2025 for this alley is provided. Milestone Contractors' quote is $172,665.00 and Site Services quote is $143,100.00. Site Services has the lowest quote for the alley paving.

The project will be funded from Motor Vehicle Highway – Restricted.

Councilor Gardiner moved, with a second by Councilor Nellans to approve Site Services quote of $143,100 to pave the alley north of Ridge Road from Oakwood Avenue to Baring Avenue. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

.

WATERMAIN BREAK AND PERMANENT PAVEMENT AT 8606 CALUMET AVENUE

On July 22, 2026, the water main at 8606 Calumet Avenue failed. Gatlin Plumbing & Heating was called to make the repair to the water main. The cost of the repair by Gatlin is $9,105.00. The Public Works Department cold patched the area which was from the middle of the street to the curb. The area needs permanent pavement repair. Quotes were received from Site Services in the amount of $56,000, OCI in the amount of $59,392.00 and Milestone Contractors in the amount of $60,468.00. Site Services has the lowest quote for $56,000. This repair will take 3 days.

The project will be funded by Water Funds.

Councilor Shinkan moved, with a second by Councilor Nellans to approve Gatlin Plumbing invoice in the amount of $9,105.00 and Site Services to pave Calumet Avenue in the amount of $56,000. The total amount for approval is $65,105.00. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

MOTOROLA RADIO CONTRACT

The Munster Police Department requests authorization to renew the software services contract for the department's portable radios. This service provides the radios with smart features which allows for remote software updates. It also has the capabilities to switch from traditional digital radio communication to wi-fi and cellular signals, to ensure constant communication. The contract is a total of $111,762.20 and will be billed annually at a cost of $22,352.44 for five years. Funded through the Local Income Tax (LIT) fund, the extension will protect the department from annual price increases.

Councilor Gardiner moved, with a second by Councilor Nellans to the Munster Police Department to renew the contract agreement with Motorola for an additional five years at a cost of $22,352/44 annually to be paid from the LIT fund. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

MOTOROLA INVESTIGATIONS SOFTWARE CONTRACT

The Munster Police Department's Investigations Division requested authorization to renew the service contract for use of Motorola's Commercial Data and Comparison Managers software. This commercial data and software system have been utilized by our detectives and officers assisting them in quickly locating suspect vehicles and subjects from robberies and other violent crimes. The contract is a total of $29,385.99 and will be billed annually at a cost of $9,795.00 for three years. Funded through the Local Income Tax (LIT) fund, the extension will protect the department from annual price increases. It will also grant access to the Comparison Manager software at a discounted price, providing a three yeas savings cost of over $1,000.00.

Councilor Gardiner moved, with a second by Councilor Nellans to approve the Renewal of the Police Department's software contact used by the officers for investigative purposes. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

APPOINTMENT OF TOWN MANAGER AND APPROVAL OF AGREEMENT

A vacancy was created with the recent retirement of the Town Manager. After discussing the needs of the organization and the need for continuity of operations, Council has identified Patricia Abbott as its preferred candidate to serve as Town Manager.

Councilor Gardiner moved, with a second by Councilor Shinkan to appoint Patricia Abbott as Town Manager effective August 31, 2026, approve the employment agreement, and authorize the Council President to execute all necessary documents. Councilor Petersen raised concerns regarding his experience with the prior Town Manager while the other Councilors were very supportive of Ms. Abbott as the Town Manager. Councilors Shinkan, Gardiner, Nellans, and Hofferth voted in favor; Councilor Petersen voted against. Motion passed.

APPOINTMENT OF ATTORNEYS AND APPROVAL OF AGREEMENTS

Staff issued a Request for Proposal to area law firms and attorneys that provide municipal legal representation. The Town received three proposals and interviewed each. Evaluation criteria included experience with municipal law, availability to attend meetings, areas of counsel including general municipal law, tort claims, workers' compensation matters, planning and zoning, development agreements, TIF/TDD experience, and capacity to handle the workload in a timely manner.

After reviewing the materials provided and conducting the interviews, Council expressed interest in two firms. Kopka Law Group, based in Crown Point, Indiana, has a deep bench of legal professionals with the appropriate background and experience to handle the bulk of the Town's legal needs. Attorney Amalia Yoder and Attorney Robert Hawk would serve as lead attorneys. The Town would be the primary municipal client of Kopka Law and will provide counsel on municipal governance, ordinance drafting and interpretation, employment matters, contract review and negotiation, tort claims, and workers' compensation matters.

The firm Johnson & Bell, PC has offices in Chicago and Crown Point, Indiana. Attorney Adam Sedia will serve as lead attorney out of the Indiana office. Mr. Sedia will handle matters pertaining to the Plan Commission (including review of the Unified Development Ordinance), Board of Zoning Appeals, development agreements and related matters.

Both firms will offer attorney services at the rate of $250.00/hour. The rate will be held through the end of both engagements on December 31, 2027.

Councilor Gardiner moved, with a second by Councilor Nellans to appoint Kopka Law Group to serve as Town Attorney. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

Councilor Gardiner moved, with a second by Councilor Nellans to approve the engagement letter with Kopka Law Group dated August 7, 2026. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

Councilor Gardiner moved, with a second by Councilor Nellans to appoint Johnson & Bell, PC to serve as Town Attorney for the Plan Commission, Board of Zoning Appeals, and economic development matters. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

Councilor Gardiner moved, with a second by Councilor Nellans to approve the engagement letter with Johnson & Bell, PC dated August 11, 2026. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

REPORTS

Clerk-Treasurer Mis reminded attended that the next Agenda Review will be held on Wednesday, September 2, 2026, and the Town Council and Redevelopments meeting will be held on Wednesday September 9th, 2026, due to the Labor Day holiday.

ANNOUNCEMENTS

The Town Council will hold a regular meeting on Wednesday, September 9, 2026. The Redevelopment Commission will hold a regular meeting immediately following. (Unless stated otherwise, all meetings of the Town Council begin at 6:30 p.m. at Munster Town Hall.)

ADJOURNMENT

There being no further business to come before the Council, Councilor Shinkan, with a second by Councilor Nellans to adjourn the meeting at 7:30 p.m. by voice vote.

_____

Joseph Hofferth, President

ATTEST:

_____

Wendy Mis, Clerk-Treasurer

TOWN OF MUNSTER
MINUTES OF AN EMERGENCY MEETING OF THE TOWN COUNCIL
AUGUST 20, 2026

An emergency meeting of the Munster Town Council was held at 2:00 p.m. on Thursday, August 20, 2026. Ordinance 1830 is the basis for holding electronic meetings. The meeting was announced on Wednesday, August 19, 2026, at 4:20 p.m. and held at Munster Town Hall, 1005 Ridge Road, Munster, Indiana. Councilors, Staff, and the public had the option to participate via Civic Plus meeting technology.

Councilors George Shinkan, Joseph G. Hofferth, and Chuck Gardiner were physically present in Town Hall. David B. Nellans, and Jonathan Petersen participated virtually. Also present were Clerk-Treasurer Wendy Mis, Town Attorney Robert Hawk, Assistant Town Manager Dan Reyes, Police Chief Stephen Scheckel, and Fire Chief Mark Hajduk. The news media was represented.

President Hofferth presided, opened the meeting with a moment of silence followed by the Pledge of Allegiance.

SPECIAL REPORT

The Town of Munster was struck by a severe weather event including an EF-1 tornado and straight-line winds on Tuesday, August 11, 2026. As of this writing, a federal disaster was declared. There is extensive wind damage and numerous trees down on every single street in Munster. EMA Director Mark Hajduk provided an update on the situation followed by comments from President Hofferth. Approximately 30% of Munster residents continued to be without power.

PUBLIC COMMENT

The Town of Munster accepts public comments submitted both in-person and electronically. The public was informed, via the agenda posted at munster.org, that questions or comments about an item on the agenda were to be emailed to publiccomment@munster.org. All in-person public comments are limited to two minutes and limited to a total of twenty minutes for the public comment section.

Ms. Lindsey Coichina, 8345 Linden Avenue, expected more leadership and communications following the extraordinary storm we experienced.

Mr. Tom Raynor, 1826 Miramar Lane, questioned about downed lines in the yard, who was responsible.

Mr. Hoss Fatemi, 1901 Fisher Street, echoed frustration with the Town's communication and questioned why the cell services did not provide mobile units to assist when cell service was not available.

Ms. Diane Kitchell, 8312 Linden, ceded her time to Mr. Fatemi.

Mr. Tom Jurich, 1839 Magnolia, felt communication was horrible and we need an emergency comprehensive plan. He expects a follow up and a plan going forward.

Ms. Becky Froneyberger, 9131 Columbia Avenue, has a question regarding School

Mr. Peter Sojka, 8947 E. Delaware Parkway, requested an update on power and debris removal.

Ms. Vanessa Vanes, 8132 Baring Avenue, shared her frustration with the lack of leadership, especially from her Ward representative.

Mr. Lawrence Ciba, 8605 Hohman Avenue, expressed his frustration with the age of the utility poles and the lack of clearing around the power lines. He requested Police assistance with speeders and those that don't stop for stop signs.

No one else rose to claim the floor.

NEW BUSINESS

AMEND THE AGENDA

Councilor Gardiner moved to add to the agenda Resolution 2168 appointed authorized agents to handle debris monitoring and debris hauling to the agenda with a second by Councilor Shinkan. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

RESOLUTION 2168: RESOLUTION APPOINTING AUTHORIZED AGENT TO NEGOTIATE AND EXECUTE DEBRIS HAULING AND MONITORING SERVICES AGREEMENTS

Proposed RESOLUTION 2168 is A RESOLUTION APPOINTING AUTHORIZED AGENT TO NEGOTIATE AND EXECUTE DEBRIS HAULING AND MONITORING SERVICES AGREEMENTS. On August 11, 2026, the Town of Munster experienced a severe weather event which led to the declaration of a local disaster emergency which was formalized in the Town of Munster, Indiana Local Disaster Emergency Declaration, Declaration No. 2026-01.

Time was of the essence to engage assistance of applicable agencies during this emergency which necessitates engagement of contractors to aid in procurement of agency assistance and emergency response. The Town has certain needs for contracting to obtain the immediate services of one debris hauler contractor, one public assistance firm and one debris monitoring contractor have become necessary to address the emergent conditions resulting from the severe weather event. The Town currently lacks sufficient manpower, expertise and resources to effectuate these services and procurement of agency assistance without the support of outside contractors and firms in the fields of debris hauling, public assistance and debris monitoring.

The Town Council designated the Town Council President as the authorized agent with the authority to negotiate and enter into binding agreements with one debris hauler, one public assistance firm, and one debris monitoring contractor on behalf of the Town. The Council President has certain parameters within which he may contract with the debris hauler and debris monitoring contractor, including, giving him certain monetary power and authority necessary to effectuate the negotiation and execution of binding agreements with each contractor and firm on behalf of the Town of Munster with the assistance of and in coordination with Town Legal Counsel. The Council President has the authority to enter into one binding contract with a debris hauler for a term of thirty (30) days in an amount not-to-exceed $1,000,000 and one binding contract with a debris monitoring firm for a term of forty-five (45) days in an amount not-to-exceed $250,000.

This authorization would only be in effect for the time that an emergency declaration is in effect.

Resolution 2168 has been drafted for this purpose.

Councilor Gardiner moved, with a second by Councilor Shinkan, to adopt Resolution 2168 as presented. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

REPORTS

Council President Hofferth and Fire Chief/EMA Mark Hajduk shared updated those in attendance on the status of severe storm clean up efforts. They explained that Looking Good will be handling debris removal, DebrisTech is the monitoring organization, and ER Assist will help the Town with our FEMA submission. Several local organizations including the Lions Club, Westminster Church, Munster Chamber of Commerce, Franciscan Health, Salvation Army, the School Town of Munster and the teachers at the

Munster Schools as well as national organizations were thanked for their efforts providing meals at the Lions Club Social Center.

Representatives from Looking Good, ER Assist and DebrisTech are at the meeting and were available after the meeting to answer questions. Residents were encouraged to talk with them to get questions answered.

ANNOUNCEMENTS

The Town Council will hold a regular meeting on Wednesday, September 9, 2026. The Redevelopment Commission will hold a regular meeting immediately following. (Unless stated otherwise, all meetings of the Town Council begin at 6:30 p.m. at Munster Town Hall.)

ADJOURNMENT

There being no further business to come before the Council, Councilor Gardiner, with a second by Councilor Shinkan to adjourn the meeting at 2:55 p.m. by voice vote.

_____
Joseph Hofferth, President

ATTEST:

_____
Wendy Mis, Clerk-Treasurer

TOWN OF MUNSTER
MINUTES OF AN EMERGENCY MEETING OF THE TOWN COUNCIL
AUGUST 31, 2026

A meeting of the Munster Town Council was held at 2:00 p.m. on Monday August 31, 2026. Ordinance 1830 is the basis for holding electronic meetings. The meeting was announced on Thursday, August 27, 2026, at 2:00 p.m. and held at Munster Town Hall, 1005 Ridge Road, Munster, Indiana. Councilors, Staff, and the public had the option to participate via Civic Plus meeting technology.

Councilors George Shinkan, Joseph G. Hofferth, and David B. Nellans were physically present in Town Hall. Chuck Gardiner and Jonathan Petersen participated virtually. Also present were Clerk-Treasurer Wendy Mis, Town Attorney Robert Hawk, Town Manager Patricia Abbott, Assistant Town Manager Dan Reyes, Fire Chief Mark Hajduk, Police Deputy Chief Daymon Johnston, Planning Director Sergio Mendoza, and interim Public Works Director Russ Korza. The news media was represented.

President Hofferth presided, opened the meeting with a moment of silence followed by the Pledge of Allegiance.

SPECIAL REPORT

Town Council President Hofferth provided an update on the Town's storm recovery efforts following the August 11, 2026, EF1 tornado and derecho. The storm caused significant damage throughout Munster, including thousands of downed or damaged trees, widespread power outages, damaged infrastructure, gas leaks, and flooding. To date, approximately 86,500 cubic yards of debris have been removed, with an estimated 167,465 cubic yards expected in total. Debris removal continues seven days a week, with monitoring services in place to ensure accurate documentation.

Council President Hofferth reviewed the Town's immediate response, including efforts by Police, Fire, Public Works, Clerk-Treasurer, Town Manager and Community Development, coordination with NIPSCO and state officials, assistance from the National Guard and Indiana Department of Correction, and ongoing communication with residents. Councilor Hofferth noted that temporary debris-removal agreements with Looks Great and DebrisTech are being increased by $4 million to allow work to continue while the Town completes its competitive procurement process for long-term debris removal services. The Town also plans to engage a public assistance firm, at a cost not to exceed $50,000, to document recovery expenses and assist with FEMA reimbursement.

Future recovery efforts will include stump removal, park restoration, and a comprehensive assessment of storm-related damage to sidewalks, signs, lighting, parks, and parkways. Council President Hofferth thanked Town staff, first responders, community partners, and residents for their efforts and cooperation throughout the recovery.

PUBLIC COMMENT

The Town of Munster accepts public comments submitted both in-person and electronically. The public was informed, via the agenda posted at munster.org, that questions or comments about an item on the agenda were to be emailed to wmis@munster.org. All in-person public comments are limited to two minutes and limited to a total of twenty minutes for the public comment section.

Mr. Tom Jurich, 1839 Magnolia, asked about the debris removal timeline including the wood chips. He asked if the fire hydrants have been or will be tested after the storm.

Ms. Mary Guiden, 8539 Forest Avenue, shared an encounter with one of the tree debris subcontractors. Requested more Town oversight of the contractors and questioned if there are guidelines.

Mr. Tom Zangrilli, 8318 Oakwood Avenue, believes the clean-up efforts are going well and asked if we can use TIF funds for the public safety issues the tree damage created.

Mr. Mike Dujmovic, 1833 Tulip Lane, asked what the NIPSCO plan is to trim the trees overhanging Ridge Road.

Mr Bob Cushing, 8003 Forest Avenue, shared a personal emergency that occurred during the severe storm emergency and thanked the Fire Department for their assistance. He asked about traffic control at Forest Avenue and Broadmoor Avenue. He also asked for quarterly meeting with residents and Council.

Ms. Jean Smith, 7743 Forest Avenue, asked about the Town's steps for FEMA compensation.

Ms. Inge Clark, 8516 Baring Ave, was frustrated with communication and recommended StarLink.

No one else rose to claim the floor.

NEW BUSINESS

AMEND THE AGENDA

Councilor Shinkan moved to amend the agenda to add consideration of an increase in financial authority for DebrisTech to provide continued essential debris monitoring services with a second by Councilor Nellans.

STORM RECOVERY CONTRACT INCREASES – LOOKS GREAT SERVICES

Town Council was asked to consider increasing the not-to-exceed (NTE) amount under the emergency storm debris hauling contract with Looks Great Services of MS, Inc.

On August 22, 2026, the Town activated an emergency debris removal and disposal contract with the Contractor following the August 11, 2026, tornado and severe storm event. The contract was established with a $1,000,000 NTE amount because Indiana emergency procurement laws permitted the Town to enter into temporary contracts during a declared emergency while the Town simultaneously undertakes a formal competitive procurement process for longer-term services. The NTE was intended to provide sufficient authority for initial response activities while allowing the Town to evaluate the scope of the disaster. On August 30, 2026, due to limited spending authority, the Acting Town Manager signed Addendum #1, increasing the NTE to $1,100,00 and Addendum #2 increasing the NTE to $1,200,000.

Due to the volume and pace of debris removal exceeding initial estimates, staff are asking that the existing NTE amount be increased from $1,200,000 to $4,000,000 to allow debris removal operations to continue without interruption through September 9, 2026, while the Town completes its competitive procurement process for long-term debris removal services. These costs do not include the hauling of reduced debris from the temporary debris management site to the final disposal location, nor do they include landfill tipping fees. Although hazardous tree and limb work is expected to decline as response operations progress, a substantial amount of debris remains throughout the community.

Councilor Shinkan moved, with a second by Councilor Nellans, to approve increasing the not-to-exceed amount from $1,200,000 to $4,000,000 for debris hauling by Looks Great Services. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

STORM RECOVERY CONTRACT INCREASES – DEBRISTECH

Town Council was asked to consider increasing the not-to-exceed (NTE) amount under the emergency storm debris hauling contract with DebrisTech.

On August 22, 2026, the Town activated an emergency debris removal and disposal contract with the Contractor following the August 2026 tornado and severe storm event. The contract was established with a $250,000 NTE amount because Indiana emergency procurement laws permit the Town to enter into temporary contracts during a declared emergency while the Town simultaneously undertakes a formal competitive procurement process for longer-term services. The NTE was intended to provide sufficient authority for initial response activities while allowing the Town to evaluate the scope of the disaster.

The quantity of storm debris and the debris hauling contractor, Looks Great Services, rate of production has significantly exceeded initial expectations. Debris quantities and work performed are independently monitored and documented by the Contractor. The more debris that is hauled directly impacts the amount of monitoring, resulting in faster cost accrual. As of August 29, 2026, approximately $147,287 in eligible work had been completed under the contract.

Based on current debris quantity estimates, the Contractor projects approximately 350,000 cubic yards of total debris, which could result in overall debris monitoring costs of approximately $1 million. While staff believe the ultimate cost of debris operations remains subject to change as additional quantities are verified.

The contractor is expected to exceed the current $250,000 contract limit before the next Town Council meeting. Increasing the not-to-exceed amount will allow debris removal work to continue without interruption while the Town completes the competitive procurement process for long-term debris removal services.

Staff is requesting the Town Council increase the NTE amount from $250,000 to $500,000. The proposed increase is intended to allow uninterrupted debris-removal operations through the point that staff anticipate presenting long-term debris hauling and monitoring contracts resulting from the Town's ongoing competitive procurement process. Approval of this increase will ensure that emergency debris-removal activities may continue while the Town completes longer-term procurement processes.

Councilor Gardiner moved, with a second by Councilor Nellans to approve Addendum #1 with DebrisTech increasing the not-to-exceed amount from $250,000 to $500,000. Councilors Shinkan, Gardiner, Nellans, Petersen, and Hofferth voted in favor; none voted against. Motion passed.

REPORTS

Clerk-Treasurer Mis shared that tarps are available at the back of the room, the Clerk-Treasurer’s office, and at Public Works while supplies last.

ANNOUNCEMENTS

The Town Council will hold a regular meeting on Wednesday, September 9, 2026. The Redevelopment Commission will hold a regular meeting immediately following. (Unless stated otherwise, all meetings of the Town Council begin at 6:30 p.m. at Munster Town Hall.)

ADJOURNMENT

There being no further business to come before the Council, Councilor Nellans, with a second by Councilor Shinkan to adjourn the meeting at 2:32 p.m. by voice vote.

_____

Joseph Hofferth, President

ATTEST:

_____

Wendy Mis, Clerk-Treasurer

To: Town Council

From: Wendy Mis, Clerk-Treasurer

Meeting Date: September 9, 2026

Subject: Water Leak Adjustment - confirmation 08/17/2026

Summary

At the April 8, 2013, meeting, the Council adopted a policy to allow water bill adjustments due to water leaks. Under the policy, the customer must sign an affidavit stating that there was a leak, that the leak has been repaired, and request an adjustment from the Water Board. Adjustments are allowed once per 12-month period. The adjustment is based on an average of the usage over the previous twelve months.

Staff have received four requests for adjustments under this policy. Each customer has completed the required form and the requests meet all the criteria for adjustment.

Adjustment Number	Average Usage	Actual Usage	Length of Time	Original Bill	Requested Adjustment Amount	Adjusted Bill
2026-35	3,000	52,000	2 months	$401.19	$352.01	$49.18
2026-36	16,000	152,000	1 month	$1,042.44	$915.36	$127.08
2026-37	15,000	54,000	2 months	$415.89	$176.43	$239.46
2026-38	12,000	258,000	2 months	$1,787.37	$1,594.89	$192.48

The amounts listed are for water and sales tax only. All other regular charges will remain unchanged.

Financial Impact

Cost: $ 3,038.69

Recommended Council Action

As part of the Consent Agenda, approve the adjustments of $3,038.69 to the accounts in question.

Attachments:

None

July 2026
Treasurer's Report

Fund		Cash Balance at 7/1/2026	Receipts	Disbursements	Cash Balance at 7/31/2026	Petty Cash, Cash Drawers & Investments at 7/31/2026	Total Cash, Petty Cash, Cash Drawers & Investments at 7/31/2026
GENERAL							
General Fund	1101	$ 2,497,393.83	$ 976,916.39	$ 2,458,206.63	$ 1,016,103.59	$ 3,631,306.41	$ 4,647,410.00
SPECIAL REVENUE							
Motor Vehicle Hwy	2201	114,056.57	126,871.29	149,703.70	91,224.16	2,309,932.30	2,401,156.46
Local Road + Street	2202	140,886.72	50,770.18	117,315.46	74,341.44	758,195.36	832,536.80
Motor Vehicle Hwy-Restricted	2203	167,406.40	57,677.81	93,867.91	131,216.30	2,485,807.55	2,617,023.85
Park	2204	1,267,570.77	129,910.24	1,154,083.94	243,397.07	2,024,769.84	2,268,166.91
Parking Meter Fund	2207	9,238.94	65,077.37	28,124.72	46,191.59	358,525.28	404,716.87
Levy Excess	2208	0.00	-	-	0.00	-	0.00
LIT Economic Development	2209	211,162.55	69,937.33	207,002.41	74,097.47	4,295,759.63	4,369,857.10
Economic Development	2216	0.00	-	-	0.00	-	0.00
Loc.Law.Enf.Cont Ed	2228	7,311.75	915.00	-	8,226.75	-	8,226.75
Unsafe Building Fund	2234	0.00	-	-	0.00	-	0.00
LIT Public Safety	2240	277,319.99	69,858.24	236,386.82	110,791.41	2,088,543.24	2,199,334.65
Excess Welfare Fund	2242	0.00	-	-	0.00	-	0.00
Rental Property Inspect	2245	2,800.00	1,294.27	3,294.27	800.00	161,138.67	161,938.67
LOIT Special Distribution	2248	0.00	-	-	0.00	-	0.00
Municipal Surtax Fund	2249	37,509.54	50,942.01	53,101.87	35,349.68	216,616.77	251,966.45
Municipal Wheel Tax Fund	2250	18,093.79	1,264.07	15,711.69	3,646.17	75,876.80	79,522.97
Opioid Unrestricted Fund	2256	13,579.12	120.54	120.54	13,579.12	39,274.27	52,853.39
Opioid Restricted Fund	2257	5,435.87	515.81	515.81	5,435.87	168,081.02	173,516.89
Donation	2300	127,427.19	25,938.05	36,098.32	117,266.92	-	117,266.92
Park Donation-Non Reverting	2370	37,747.69	6,103.65	7,057.26	36,794.08	152,709.23	189,503.31
Cares IFA Grant Fund	2401	0.00	-	-	0.00	-	0.00
CDBG-COVID Grant Fund	2402	0.00	-	-	0.00	-	0.00
ARP Coronavirus Local Fiscal Re	2403	0.00	-	-	0.00	-	0.00
Federal Grants	2410	323,326.14	210,440.86	-	533,767.00	-	533,767.00
State Grants	2451	0.00	-	-	0.00	-	0.00
Technology Fund	2547	24,278.29	51,526.73	60,201.14	15,603.88	369,289.38	384,893.26
Electric Fund	2570	57,834.92	16,699.70	32,175.82	42,358.80	-	42,358.80
Sewer Maintenance	2580	141,950.93	1,060,973.71	487,793.39	715,131.25	440,545.02	1,155,676.27
Sewer Maint Depreciation	2583	20,357.25	90,347.60	96,671.56	14,033.29	1,660,239.87	1,674,273.16
Special Asset Forfeiture NR	2590	199,036.41	1,252.53	501.85	199,787.09	-	199,787.09
MPD State Seizure NR	2592	12,005.68	-	-	12,005.68	-	12,005.68
MPD Special Revenue	2593	71,514.26	1,475.00	-	72,989.26	-	72,989.26
			-	-			
DEBT SERVICE							
Mun. Bond B+I	3306	6,734.40	22,399.74	22,399.74	6,734.40	995,116.31	1,001,850.71
Redevelopment Bond-B+I	3311	1,576.87	2,514.02	2,514.02	1,576.87	219,188.28	220,765.15
Park Bond B+I	3312	14,267.09	12,208.01	12,208.01	14,267.09	183,743.95	198,011.04
Municipal Complex	3318	57,920.02	-	-	57,920.02	-	57,920.02
EDC Bond B+I	3328	478,390.85	1,744,648.75	1,821,671.72	401,367.88	-	401,367.88
Redevelopment Reserve	3330	0.00	-	-	0.00	600,000.00	600,000.00
EDC Bond Reserve	3331	2,366,550.09	5,753.30	34,786.45	2,337,516.94	-	2,337,516.94
			-	-			
CAPITAL PROJECT							
CCI-Cig. Tax	4401	26,062.99	415.33	415.33	26,062.99	135,340.03	161,403.02
CCD	4402	526,650.62	6,551.67	463,071.74	70,130.55	2,147,769.13	2,217,899.68
Redevelopment Operating	4406	153,931.62	722.36	134,520.07	20,133.91	239,249.88	259,383.79
Munic.Bond Proceeds	4413	7,714.26	625,000.00	618,885.67	13,828.59	5,699,000.00	5,712,828.59
Barrett Bond Proceeds	4416	0.00	-	-	0.00	-	0.00
Redevelopment Capital IMP	4417	0.00	-	-	0.00	-	0.00
Park Bond Proceeds	4418	2,161.09	180,000.00	167,872.77	14,288.32	3,620,000.00	3,634,288.32
Riverboat Fund	4437	37,781.62	2,551.41	33,469.17	6,863.86	801,639.14	808,503.00
Rainy Day Fund	4438	0.00	1,557.28	1,557.28	0.00	507,415.74	507,415.74
Major Moves	4440	0.00	-	-	0.00	-	0.00
TIF Allocation Fund	4445	4,588,519.85	86,333.63	4,555,650.68	119,202.80	28,629,178.06	28,748,380.86
Maple Leaf Crossing TIF Allocati	4446	266,725.44	432.40	253,415.36	13,742.48	142,189.87	155,932.35
Lease Proceeds Fund	4675	0.00	-	-	0.00	-	0.00
EDC Bond Proceeds	4681	121,735.23	0.13	-	121,735.36	-	121,735.36
			-	-			
PROPRIETARY FUNDS							
ENTERPRISE FUNDS							
Water Cash Operating	6101	436,622.02	927,664.87	795,201.48	569,085.41	872,698.84	1,441,784.25
Water B + I	6102	897.74	121,694.12	306.12	122,285.74	99,735.28	222,021.02
Water Depreciation	6103	34,107.89	77,821.58	98,632.75	13,296.72	2,313,793.48	2,327,090.20
Consumers Water Dep	6104	41,945.00	7,370.00	7,240.00	42,075.00	90,000.00	132,075.00
Water Construction	6105	11,173.94	61,491.37	61,491.37	11,173.94	19,822,227.53	19,833,401.47
Water Bond Reserve	6106	121,220.00	24,244.00	121,220.00	24,244.00	218,196.00	242,440.00
Solid Waste Mgt	6604	461,124.39	266,821.15	235,599.96	492,345.58	282,842.86	775,188.44
			-	-			
INTERNAL SERVICE FUNDS							
Liability Ins	7704	641,801.76	188,855.12	488,302.42	342,354.46	2,775,322.72	3,117,677.18
Medical/Life Ins	7727	694,295.25	192,113.74	568,179.78	318,229.21	-	318,229.21
			-	-			
FIDUCIARY FUNDS							
TRUST FUNDS							
Police Pension	8802	379,960.99	1,826.63	362,615.45	19,172.17	604,910.55	624,082.72
CUSTODIAL							
Park Land Escrow	8871	978.74	8,439.97	7,674.96	1,743.75	789,236.82	790,980.57
Barrett Law	8879	0.00	-	-	0.00	-	0.00
Intgovt Collection	8880	264,734.08	262,278.85	230,392.18	296,620.75	-	296,620.75
Insurance Payment	8881	0.00	-	-	0.00	-	0.00
Cable TV Security	8882	0.00	-	-	0.00	-	0.00
Escrow	8883	128,371.24	4,961.44	15,006.90	118,325.78	-	118,325.78
OTHER FUNDS							
Payroll	8901	0.00	-	-	0.00	-	0.00
Totals		$ 17,659,199.68	$ 7,903,499.25	$ 16,352,236.49	$ 9,210,462.44	$ 93,025,405.11	$ 102,235,867.55

To: Town Council

From: Patricia Abbott, Town Manager

Meeting Date: September 9, 2026

Subject: Voucher Registers

Summary

Approval and confirmation of invoices

Financial Impact

Funding Source: Refer to Individual Voucher Registers
Budgeted Amount: Refer to Individual Voucher Registers
Cost: Refer to Individual Voucher Registers

Recommended Council Action

As part of the Consent Agenda, approve and confirm the voucher registers as presented.

Attachments:

1. Confirmation of Voucher Register #26-7L dated 07/31/26 in the amount of $63,186.72
2. Approval of Voucher Register #26-7M dated 07/31/26 in the amount of $4,510,851.27
3. Confirmation of Voucher Register #26-8I dated 08/20/26 in the amount of $38,716.90
4. Confirmation of Voucher Register #26-8J dated 08/21/26 in the amount of $661,667.54
5. Confirmation of Voucher Register #26-8K dated 08/21/26 in the amount of $766.51
6. Confirmation of Voucher Register #26-8L dated 08/27/26 in the amount of $838,898.77
7. Confirmation of Voucher Register #26-9D dated 09/04/26 in the amount of $651,110.07

Accounts Payable Voucher Register # 26-7L

PARK VOUCHERS	**07/31/26**	**$**	**7,891.77**
CIVIL TOWN VOUCHERS	**07/31/26**	**$**	**55,294.95**
TOTAL VOUCHERS CONFIRMED	**07/31/26**	**$**	**63,186.72**

I hereby certify that each of the above listed vouchers and the invoices or bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.6.

July 31, 2026

Wendy Mis

Fiscal Officer

(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing.)

We have examined the vouchers listed on the foregoing Accounts Payable Voucher Register, consisting of 4 pages, and except for the vouchers not allowed as shown on the Register, such vouchers are allowed in the total amount of $ 63,186.72

Approved and confirmed by the Town Council of the Town of Munster, Lake County Indiana, this 9th day of September, 2026 by a vote of _____ in favor and _____ opposed

Joseph Hofferth. President

ATTEST:

Wendy Mis, Clerk-Treasurer

FUND SUMMARY JULY 31, 2026

FUND	DESCRIPTION		AMOUNT
1101	GENERAL FUND	$	163.02
2201	MOTOR VEHICLE HIGHWAY UNALLOCATED	$	200.00
2204	PARK & RECREATION	$	7,891.77
2580	SEWER MAINTENANCE	$	714.83
6101	WATER CASH OPERATING	$	49,391.98
6604	SOLID WASTE MANAGEMENT	$	238.28
7727	SELF-FUNDED MEDICAL/DENTAL/LIFE	$	3,384.36
8880	INTERGOVERNMENTAL ESCROW	$	1,169.39
8883	ESCROW	$	33.09
	REPORT TOTAL	**$**	**63,186.72**

July 2026 Manual Checks

Fund 1101	163.02
Fund 2201	200.00
Fund 2204	7,891.77
Fund 2580	714.83
Fund 6101	49,391.98
Fund 6604	238.28
Fund 7727	3,384.36
Fund 8880	1,169.39
Fund 8883	33.09
	63,186.72

CHECK DISBURSEMENT REPORT FOR TOWN OF MUNSTER
CHECK DATE 07/01/2026 - 07/31/2026

BANK CODE: GEN, HEA, CC, TAX, LEASE (2 more) - CHECK TYPE: EFT

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 1101 GE							
07/31/2026	CC	125(E)*#	WORLDPAY HOLDING LLC	7/31/26 CCARD FEES	63107000	105-0100	163.02
				Fund: 1101 GENERAL FUND			**163.02**
07/14/2026	GEN	5143(E)	METRO RECYCLING INC	#1775983 METRO RECYCLING TRANSPORT FEE	63105000	308-0100	200.00
				Fund: 2201 GENERAL FUND			**200.00**
07/31/2026	CC	125(E)*#	WORLDPAY HOLDING LLC	7/31/26 CCARD FEES	63107000	551-0100	593.13
07/01/2026	ACT	265(E)	GLOBAL PAYMENTS INC	ACTIVE NET FEES 6/8/26-6/14/26	63107A00	551-0100	1,655.47
07/07/2026	ACT	266(E)	GLOBAL PAYMENTS INC	ACTIVE NET FEES 6/15/26-6/21/26	63107A00	551-0100	1,040.23
07/13/2026	ACT	267(E)	GLOBAL PAYMENTS INC	ACTIVE NET FEES 6/22/26-6/28/26	63107A00	551-0100	782.96
07/20/2026	ACT	268(E)	GLOBAL PAYMENTS INC	ACTIVE NET FEES6/29/26-7/5/26	63107A00	551-0100	2,228.96
07/28/2026	ACT	269(E)	GLOBAL PAYMENTS INC	ACTIVE NET FEES 7/6/26-7/12/26	63107A00	551-0100	1,591.02
				Fund: 2204 PARK FUND			**7,891.77**
07/31/2026	CC	124(E)*#	INVOICE CLOUD INC	7/31/26 CCARD FEES	63107000	309-0100	201.57
07/31/2026	CC	125(E)*#	WORLDPAY HOLDING LLC	7/31/26 CCARD FEES	63107000	309-0100	513.26
				Fund: 2580 SEWER MAINTENANCE			**714.83**
07/31/2026	CC	124(E)*#	INVOICE CLOUD INC	7/31/26 CCARD FEES	63107000	374-0100	403.14
07/31/2026	CC	125(E)*#	WORLDPAY HOLDING LLC	7/31/26 CCARD FEES	63107000	374-0100	1,026.53
07/17/2026	TAX	940(E)	INDIANA DEPT OF REVENUE	06/26 SALES TAX PAID	63998000	906-8100	47,962.31
				Fund: 6101 WATER CASH OPERATING			**49,391.98**
07/31/2026	CC	124(E)*#	INVOICE CLOUD INC	7/31/26 CCARD FEES	63107000	310-0100	67.19
07/31/2026	CC	125(E)*#	WORLDPAY HOLDING LLC	7/31/26 CCARD FEES	63107000	310-0100	171.09
				Fund: 6604 SOLID WASTE MANAGEMENT			**238.28**
07/10/2026	HEA	291(E)	TOWN OF MUNSTER	TASC PYMT 7/10/26	61422000	935-0500	1,672.98
07/24/2026	HEA	292(E)	TOWN OF MUNSTER	CLAIMS -- EAP TASC	61422000	935-0500	1,672.98
07/21/2026	TAX	941(E)	FEDERAL TAXES	PCORI/FEDERAL EXCISE TAX	63989000	935-0100	38.40
				Fund: 7727 SELF-FUNDED MED/LIFE&DENT			**3,384.36**
07/17/2026	TAX	939(E)	INDIANA DEPT OF REVENUE	06/26 SALES TAX PAID	63998000	906-8100	1,169.39
				Fund: 8880 INTERGOVERNMENTAL ESCROW			**1,169.39**
07/27/2026	GEN	5179(E)	ICMA RC DEFERRED COMP	#1782385 RESENT RETURN ICMA 7/10/26	63901000	100-9400	33.09
				Fund: 8883 ESCROW			**33.09**
Report Total:							63,186.72

Accounts Payable Voucher Register # 26-7M

MONTHLY JOURNAL ENTRIES	**JULY 31, 2026**	**$ 4,510,851.27**
TOTAL VOUCHERS APPROVED	**JULY 31, 2026**	**$ 4,510,851.27**

I hereby certify that each of the above listed vouchers and the invoices or bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.6.

JULY 31, 2026

Wendy Mis
Fiscal Officer

(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing.)

We have examined the vouchers listed on the foregoing Accounts Payable Voucher Register, consisting of 6 pages, and except for the vouchers not allowed as shown on the Register, such vouchers are allowed in the total amount of $ 4,510,851.27

Approved and confirmed by the Town Council of the Town of Munster, Lake County Indiana, this 9th day of September, 2026 by a vote of _____ in favor and _____ opposed.

Joseph Hofferth, President

ATTEST:

Wendy Mis, Clerk-Treasurer

FUND SUMMARY JULY 31, 2026

FUND	DESCRIPTION		AMOUNT
1101	GENERAL FUND	$	1,611,842.89
2201	MOTOR VEHICLE HIGHWAY UNALLOCATED	$	37,085.66
2202	LOCAL ROAD & STREET	$	117,315.46
2203	MOTOR VEHICLE HIGHWAY RESTRICTED	$	87,620.90
2204	PARK & RECREATION	$	806,130.62
2207	PARKING METER FUND	$	28,124.72
2209	LIT-ECONOMIC DEVELOPMENT	$	133,171.61
2240	LIT-PUBLIC SAFETY FUND	$	236,386.82
2245	RENTAL PROPERTY INSPECTION	$	3,294.27
2249	MUNICIPAL SURTAX FUND	$	664.80
2250	MUNICIPAL WHEEL TAX FUND	$	232.85
2256	OPIOID SETTLEMENT UNRESTRICTED FUND	$	120.54
2257	OPIOID SETTLEMENT RESTRICTED FUND	$	515.81
2370	PARK DONATION NON-REVERTING	$	468.65
2547	TECHNOLOGY	$	1,207.56
2580	SEWER MAINTENANCE	$	1,352.02
2583	SEWER MAINTENANCE DEPRECIATION	$	5,347.60
3306	MUNICIPAL BOND B & I	$	22,399.74
3312	PARK BOND B & I	$	12,208.01
4401	CCI-CIGARETTE TAX	$	415.33
4402	CUMULATIVE CAPITAL DEVELOPMENT	$	406,551.67
4437	RIVERBOAT FUND	$	32,457.23
4438	RAINY DAY FUND	$	1,557.28
6101	WATER CASH OPERATING	$	2,954.49
6102	WATER B & I	$	306.12
6103	WATER DEPRECIATION	$	7,308.79
6104	CONSUMERS WATER DEPOSIT	$	7,240.00
6105	WATER CONSTRUCTION/IMPROVEMENTS	$	61,491.37
6106	WATER BOND RESERVE	$	121,220.00
6604	SOLID WASTE MANAGEMENT	$	868.03
7704	SELF-FUNDED LIABILITY	$	458,472.67
8802	POLICE PENSION	$	301,826.63
8871	PARK LAND ESCROW	$	2,439.97
8880	INTERGOVERNMENTAL ESCROW	$	251.16
	REPORT TOTAL	**$**	**4,510,851.27**

July 2026 Journal Entries

Fund 1101	1,611,842.89
Fund 2201	37,085.66
Fund 2202	117,315.46
Fund 2203	87,620.90
Fund 2204	806,130.62
Fund 2207	28,124.72
Fund 2209	133,171.61
Fund 2240	236,386.82
Fund 2245	3,294.27
Fund 2249	664.80
Fund 2250	232.85
Fund 2256	120.54
Fund 2257	515.81
Fund 2370	468.65
Fund 2547	1,207.56
Fund 2580	1,352.02
Fund 2583	5,347.60
Fund 3306	22,399.74
Fund 3312	12,208.01
Fund 4401	415.33
Fund 4402	406,551.67
Fund 4437	32,457.23
Fund 4438	1,557.28
Fund 6101	2,954.49
Fund 6102	306.12
Fund 6103	7,308.79
Fund 6104	7,240.00
Fund 6105	61,491.37
Fund 6106	121,220.00
Fund 6604	868.03
Fund 7704	458,472.67
Fund 8802	301,826.63
Fund 8871	2,439.97
Fund 8880	251.16
	4,510,851.27

DATE	JNI	DESCRIPTION	GL Number	REF # 2	DR	CR	TOTAL
07/01/2026	JE	IN-02-0049-0001 INVESTED	1101-100-0000-65400000	0000008837	1,600,000.00		
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	1101-100-0000-65400000	0000008956	9,873.13		
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	1101-100-0000-65400000	0000008956	1,107.68		
07/01/2026	JE	07/26 TOWN SHARE MED DENT VIS D MIL	1101-204-0100-61305000	0000008787	829.33		
07/01/2026	JE	07/26 TOWN SHARE MED DENT VIS D MIL	1101-204-0100-61309000	0000008787	4.59		
07/01/2026	JE	07/26 TOWN SHARE MED DENT VIS D MIL	1101-204-0100-61335000	0000008787	28.16		
TOTAL FOR FUND 1101 GENERAL FUND					**1,611,842.89**	-	**1,611,842.89**
07/01/2026	JE	IN-02-0049-0030 INVESTED	2201-300-0000-65400000	0000008837	30,000.00		
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	2201-300-0000-65400000	0000008956	7,085.66		
TOTAL FOR FUND 2201 MOTOR VEHICLE HIGHWAY					**37,085.66**	-	**37,085.66**
07/01/2026	JE	IN-02-0049-0041 INVESTED	2202-300-0000-65400000	0000008837	115,000.00		
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	2202-300-0000-65400000	0000008956	2,315.46		
TOTAL FOR FUND 2202 MOTOR VEHICLE HIGHWAY					**117,315.46**	-	**117,315.46**
07/01/2026	JE	IN-02-0049-0036 INVESTED	2203-300-0000-65400000	0000008837	80,000.00		
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	2203-300-0000-65400000	0000008956	7,620.90		
TOTAL FOR FUND 2203 MVH RESTRICTED					**87,620.90**	-	**87,620.90**
07/01/2026	JE	IN-02-0049-0031 INVESTED	2204-550-0000-65400000	0000008837	800,000.00		
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	2204-550-0000-65400000	0000008956	6,031.74		
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	2204-550-0000-65400000	0000008956	98.88		
TOTAL FOR FUND 2204 PARK FUND					**806,130.62**	-	**806,130.62**
07/10/2026	JE	EMS WIRELESS DATA SERVICE FEE 3 STATION	2207-580-0100-63105000	0000008870	255.00		
07/10/2026	JE	LIABILITY INSURANCE COVERAGE 190 SPACE	2207-580-0100-63105000	0000008870	1,724.88		
07/10/2026	JE	STAFF PAYROLL MAR/APR 2026	2207-580-0100-63105000	0000008870	1,100.00		
07/28/2026	JE	EMS WIRELESS DATA SERVICE FEE 3 STATION	2207-580-0100-63105000	0000008907	255.00		
07/28/2026	JE	LIABILITY INSURANCE COVERAGE 190 SPACE	2207-580-0100-63105000	0000008907	1,724.88		
07/28/2026	JE	STAFF PAYROLL	2207-580-0100-63105000	0000008907	450.00		
07/10/2026	JE	ASTA PARKING #43 MAY 2026	2207-580-0100-63105AP0	0000008870	6,279.29		
07/28/2026	JE	ASTA PARKING #44 JUNE 2026	2207-580-0100-63105AP0	0000008907	4,958.87		
07/10/2026	JE	MERCHANT FEES	2207-580-0100-63107000	0000008870	1,248.78		
07/28/2026	JE	MERCHANT FEES	2207-580-0100-63107000	0000008907	1,028.53		
07/01/2026	JE	IN-02-0049-0052 INVESTED	2207-580-0100-65400000	0000008837	8,000.00		
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	2207-580-0100-65400000	0000008956	1,099.49		
TOTAL FOR FUND 2207 PARKING METER FUND					**28,124.72**	-	**28,124.72**
07/01/2026	JE	IN-02-0049-0024 INVESTED	2209-651-0100-65400000	0000008837	120,000.00		
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	2209-651-0100-65400000	0000008956	1,097.90		
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	2209-651-0100-65400000	0000008956	12,073.71		
TOTAL FOR FUND 2209 LIT - ECONOMIC DEVELOPMEN					**133,171.61**	-	**133,171.61**
07/01/2026	JE	IN-02-0049-0024 INVESTED	2240-100-0000-65400000	0000008837	230,000.00		
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	2240-100-0000-65400000	0000008956	6,386.82		
TOTAL FOR FUND 2240 LIT - PUBLIC SAFETY					**236,386.82**	-	**236,386.82**
07/01/2026	JE	IN-02-0049-0042 INVESTED	2245-150-0200-65400000	0000008837	2,800.00		
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	2245-150-0200-65400000	0000008956	494.27		
TOTAL FOR FUND 2245 RENTAL PROPERTY INSPECT					**3,294.27**	-	**3,294.27**
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	2249-100-0000-65400000	0000008956	664.80		
TOTAL FOR FUND 2249 MUNICIPAL SURTAX FUND					**664.80**	-	**664.80**
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	2250-300-0000-65400000	0000008956	232.85		
TOTAL FOR FUND 2250 MUNICIPAL WHEEL TAX FUND					**232.85**	-	**232.85**

DATE	JNI	DESCRIPTION	GL Number	REF # 2	DR	CR	TOTAL
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	2256-100-0000-65400000	0000008956	120.54		
TOTAL FOR FUND 2256 OPIOID UNRESTRICTED FUND					**120.54**	**-**	**120.54**
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	2257-100-0000-65400000	0000008956	515.81		
TOTAL FOR FUND 2257 OPIOID RESTRICTED FUND					**515.81**	**-**	**515.81**
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	2370-551-0100-65400000	0000008956	11.19		
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	2370-551-0100-65400000	0000008956	457.46		
TOTAL FOR FUND 2370 PARK DONATION-NON REVERTING					**468.65**	**-**	**468.65**
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	2547-100-0000-65400000	0000008956	1,207.56		
TOTAL FOR FUND 2547 TECHNOLOGY FUND					**1,207.56**	**-**	**1,207.56**
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	2580-300-0000-65400000	0000008956	1,352.02		
TOTAL FOR FUND 2580 SEWER MAINTENANCE					**1,352.02**	**-**	**1,352.02**
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	2583-300-0000-65400000	0000008956	5,347.60		
TOTAL FOR FUND 2583 SEWER MAINT DEPRECIATION					**5,347.60**	**-**	**5,347.60**
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	3306-920-0100-65400000	0000008956	364.77		
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	3306-920-0100-65400000	0000008956	22,034.97		
TOTAL FOR FUND 3306 MUN B & I - NONEXEMPT					**22,399.74**	**-**	**22,399.74**
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	3312-920-0200-65400000	0000008956	12,208.01		
TOTAL FOR FUND 3312 PARK B & I - NONEXEMPT					**12,208.01**	**-**	**12,208.01**
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	4401-300-0000-65400000	0000008956	415.33		
TOTAL FOR FUND 4401 CCI - CIGARETTE TAX					**415.33**	**-**	**415.33**
07/01/2026	JE	IN-02-0049-0033 INVESTED	4402-300-0000-65400000	0000008837	400,000.00		
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	4402-300-0000-65400000	0000008956	6,551.67		
TOTAL FOR FUND 4402 CUMULATIVE CAPITOL DEV					**406,551.67**	**-**	**406,551.67**
07/01/2026	JE	IN-02-0049-0049 INVESTED	4437-300-0000-65400000	0000008837	30,000.00		
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	4437-300-0000-65400000	0000008956	2,457.23		
TOTAL FOR FUND 4437 RIVERBOAT FUND					**32,457.23**	**-**	**32,457.23**
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	4438-100-0000-65400000	0000008956	1,557.28		
TOTAL FOR FUND 4438 RAINY DAY FUND					**1,557.28**	**-**	**1,557.28**
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	6101-300-0000-65400000	0000008956	2,477.93		
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	6101-300-0000-65400000	0000008956	476.56		
TOTAL FOR FUND 6101 WATER CASH OPERATING					**2,954.49**	**-**	**2,954.49**
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	6102-301-0000-65400000	0000008956	306.12		
TOTAL FOR FUND 6102 WATER B+I					**306.12**	**-**	**306.12**
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	6103-300-0000-65400000	0000008956	7,308.79		
TOTAL FOR FUND 6103 WATER DEPRECIATION FUND					**7,308.79**	**-**	**7,308.79**
07/31/2026	JE	TFR 07/26 APPLIED DEPOSITS TO EXPENSE	6104-373-0100-63901000	0000008932	7,240.00		
TOTAL FOR FUND 6104 CONSUMERS WATER DEPOSIT					**7,240.00**	**-**	**7,240.00**
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	6105-301-0000-65400000	0000008956	60,826.43		
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	6105-301-0000-65400000	0000008956	664.94		
TOTAL FOR FUND 6105 WATER CONSTRUCTION					**61,491.37**	**-**	**61,491.37**
07/01/2026	JE	IN-02-0049-0058 INVESTED	6106-920-3700-65400000	0000008837	121,220.00		
TOTAL FOR FUND 6106 WATER BOND RESERVE					**121,220.00**	**-**	**121,220.00**

DATE	JNI	DESCRIPTION	GL Number	REF # 2	DR	CR	TOTAL
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	6604-300-0000-65400000	0000008956	868.03		
TOTAL FOR FUND 6604 SOLID WASTE MANAGEMENT					**868.03**	-	**868.03**
07/01/2026	JE	IN-02-0049-0050 INVESTED	7704-100-0000-65400000	0000008837	450,000.00		
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	7704-100-0000-65400000	0000008956	8,472.67		
TOTAL FOR FUND 7704 SELF-FUNDED LIABILITY					**458,472.67**	-	**458,472.67**
07/01/2026	JE	IN-02-0049-0028 INVESTED	8802-200-0000-65400000	0000008837	300,000.00		
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	8802-200-0000-65400000	0000008956	1,826.63		
TOTAL FOR FUND 8802 POLICE PENSION					**301,826.63**	-	**301,826.63**
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	8871-550-0000-65400000	0000008956	198.96		
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	8871-550-0000-65400000	0000008956	944.68		
07/31/2026	JE	TRUST INDIANA 07/31/26 INTEREST	8871-550-0000-65400000	0000008956	1,296.33		
TOTAL FOR FUND 8871 PARK LAND ESCROW					**2,439.97**	-	**2,439.97**
07/31/2026	JE	CK#886919 TURNER, MATTHEW 0500560-01	8880-374-0100-63901000	0000008914	45.74		
07/31/2026	JE	CK#887006 BYNDUM, ANGELIC 0601332-06	8880-374-0100-63901000	0000008915	9.24		
07/31/2026	JE	CK#887119 FIELDS, LYDIA 0101543-03	8880-374-0100-63901000	0000008916	79.39		
07/31/2026	JE	CK#887025 MEYER, KAILEY 0601305-10	8880-374-0100-63901000	0000008917	27.40		
07/31/2026	JE	CK#887141 URBANO, AARON 0700412-02	8880-374-0100-63901000	0000008918	89.39		
TOTAL FOR FUND 8880 INTERGOVERNMENTAL ESCROW					**251.16**	-	**251.16**
			Total JE:		4,510,851.27	0.00	4,510,851.27
			Report Total:		4,510,851.27	0.00	4,510,851.27

Accounts Payable Voucher Register # 26-8I

PARK VOUCHERS	**08/20/26**	**$**	**2,003.91**
CIVIL TOWN VOUCHERS	**08/20/26**	**$**	**36,712.99**
TOTAL VOUCHERS CONFIRMED	**08/20/26**	**$**	**38,716.90**

I hereby certify that each of the above listed vouchers and the invoices or bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.6.

August 20, 2026

Wendy Mis
Fiscal Officer

(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing.)

We have examined the vouchers listed on the foregoing Accounts Payable Voucher Register, consisting of 4 pages, and except for the vouchers not allowed as shown on the Register, such vouchers are allowed in the total amount of $ 38,716.90

Approved and confirmed by the Town Council of the Town of Munster, Lake County Indiana, this 9th day of September, 2026 by a vote of _____ in favor and _____ opposed

Joseph Hofferth. President

ATTEST:

Wendy Mis, Clerk-Treasurer

FUND SUMMARY AUGUST 20, 2026

FUND	DESCRIPTION		AMOUNT
1101	GENERAL FUND	$	1,190.00
2204	PARK & RECREATION	$	669.00
2547	TECHNOLOGY	$	2,249.83
4413	MUNICIPAL BOND PROCEEDS	$	33,224.97
6101	WATER CASH OPERATING	$	38.11
8871	PARK LAND ESCROW	$	1,334.91
8880	INTERGOVERNMENTAL ESCROW	$	10.08
	REPORT TOTAL	**$**	**38,716.90**

Vendor #	Vendor Name	General Ledger #	Account Title	Voucher #	Description	Due Date	Amount
0000250	ACCELERATE INDIANA MUNICIPALITIE					08/20/2026	
				114891	REGISTRATION FOR 2026 AIM IDEAS SUMMIT CONF/		
		1101-105-0100-63908000	MEMBERSHIP DUES/MEET EXP				$690.00
		2204-551-0100-63908000	MEMBERSHIP DUES/MEET EXP				$345.00
					Total for ACCELERATE INDIANA MUNICIPALI		$1,035.00
0000461	AT&T					08/20/2026	
				114923	2026 AT&T PHONE CHARGES		
		2547-114-0200-63204000	1-4 Q 2026 AT&T PHONE CHARGES				$220.13
		6101-114-0200-63204000	1-4 Q 2026 AT&T PHONE CHARGES				$38.11
					Total for AT&T		$258.24
0002044	AT&T MOBILITY-CC					08/20/2026	
				114906	POLICE DATA LINES		
		2547-114-0200-63205000	OTHER COMMUNICATION				$2,029.70
					Total for AT&T MOBILITY-CC		$2,029.70
PARK REF	CHRIS BRONECKE					08/20/2026	
				114884	RENTAL CANCELLATION REFUND PERMIT #3943		
		2204-560-0000-65901000	REFUND OF OVERPAYMENT				$144.00
		8880-906-8100-63998000	SALES TAX PAID				$10.08
					Total for CHRIS BRONECKE		$154.08
PARK REF	MARY MICHEL FAHIM ESKANDER					08/20/2026	
				114882	CLASS CANCELLATION REFUND		
		2204-560-0000-65901000	REFUND OF OVERPAYMENT				$120.00
					Total for MARY MICHEL FAHIM ESKANDER		$120.00
PARK REF	PATRICIA CAPPO					08/20/2026	
				114905	CLASS CANCELLATION REFUND		

Vendor #	Vendor Name	General Ledger #	Account Title	Voucher #	Description	Due Date	Amount
		2204-560-0000-65901000	REFUND OF OVERPAYMENT				$60.00
					Total for PATRICIA CAPPO		**$60.00**
0002043	**SHI INTERNATIONAL CORP**					**08/20/2026**	
				114892	**AUDIO / VISUAL UPGRADES**		
		4413-915-2125-64201000	AUDIO / VISUAL UPGRADES				$33,224.97
					Total for SHI INTERNATIONAL CORP		**$33,224.97**
0001675	**SHORT ELLIOTT HENDRICKSON INC**					**08/20/2026**	
				114907	**PROJECT 185709/CENT CLUBHOUSE ELECTRICAL RED**		
		8871-915-0700-64248000	CHANGE ORDER				$1,334.91
					Total for SHORT ELLIOTT HENDRICKSON INC		**$1,334.91**
0000476	**VAZQUEZ DEVELOPMENT LLC**					**08/20/2026**	
				114893	**7/26 BROKERED PROGRAMMING**		
		1101-110-0100-63105000	OTHER PROFESSIONAL SERV.				$500.00
					Total for VAZQUEZ DEVELOPMENT LLC		**$500.00**
						Overall Total	**$38,716.90**

Accounts Payable Voucher Register # 26-8J

GROSS PAYROLL	**08/21/26**	**$**	**476,345.49**
OTHER PAYROLL RELATED EXPENSES	**08/21/26**	**$**	**185,322.05**
TOTAL PAYROLL EXPENSE CONFIRMED	**08/21/26**	**$**	**661,667.54**

I hereby certify that each of the above listed vouchers and the invoices or bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.6.

August 21, 2026

Wendy Mis

Fiscal Officer

(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing.)

We have examined the vouchers listed on the foregoing Accounts Payable Voucher Register, consisting of 23 pages, and except for the vouchers not allowed as shown on the Register, such vouchers are allowed in the total amount of $ 661,667.54

Approved and confirmed by the Town Council of the Town of Munster, Lake County Indiana, this 9th day of September 2026 by a vote of _____ in favor and _____ opposed.

Joseph Hofferth, President

ATTEST:

Wendy Mis, Clerk-Treasurer

FUND SUMMARY August 21, 2026

FUND	DESCRIPTION		AMOUNT
1101	GENERAL FUND	$	318,145.54
2201	MOTOR VEHICLE HIGHWAY UNALLOCATED	$	45,993.96
2204	PARK & RECREATION	$	87,103.37
2547	TECHNOLOGY	$	1,770.66
2580	SEWER MAINTENANCE	$	91,404.79
4406	REDEVELOPMENT OPERATING	$	6,213.26
6101	WATER CASH OPERATING	$	99,551.84
6604	SOLID WASTE MANAGEMENT	$	11,484.12
	REPORT TOTAL	**$**	**661,667.54**

Payroll ID: 00000271

Pay Period End Date: 08/15/2026 Check Post Date: 08/21/2026 Bank ID: GEN

* YTD values reflect values AS OF the check date based on all current adjustments, checks, void checks

WATER WT2 STIP	0.00	0.00	100.00	1,700.00	DEF COMP % NET	818.59	13,888.40
					DENTAL	1,888.31	30,684.02
					DEP LIFE INS	76.39	1,273.57
					ESCROW	100.00	1,700.00
					FINANS CU	625.00	10,625.00
					FIRST NATIONAL B	1,037.34	DEPOSIT
					FITW	48,804.47	752,584.63
					HDHP	432.51	7,352.67
					HSA	1,044.23	17,751.91
					ICMA RHS EE %	487.44	8,567.25
					ICMA RHS EMPLEE	450.00	7,650.00
					IL DCS $	395.08	4,740.96
					INDIANA DCS $	858.00	7,926.00
					MEDICAL FLEX	1,673.14	28,443.38
					MEDICARE_EE	6,737.43	103,821.17
					PPO	8,469.72	136,793.19
					ROTH 457 $	1,795.69	31,310.21
					ROTH 457 %	760.44	7,737.55
					ROTH IRA	475.00	4,995.00
					ROTH IRA%	279.09	4,723.71
					SITW_IN	13,562.41	207,694.04
					SOCSEC_EE	18,400.97	253,989.57
					SUP LIFE	145.09	2,466.53
					UNITED WAY $	2.00	34.00

Gross Pay This Period	Deduction Refund	Ded. This Period	Net Pay This Period	Dir. Dep.	Physical Checks
476,345.49	0.00	133,333.46	343,012.03	343,926.56	129.70

Gross Pay YTD
7,342,241.74

* = Check Adjustment

PR 8.21.26

CHECK AMOUNTS BY GENERAL LEDGER FOR TOWN OF MUNSTER

For Payroll: 00000271 Check Date: 0 /2026 Pay Period End Date: 08/15/2026

GL Number	Amount
Fund: 1101 GENERAL FUND	
Department: 101-0100 TOWN COUNCIL	
1101-101-0100-61111000	1,037.55
1101-101-0100-61301000	73.46
1101-101-0100-61302000	17.15
1101-101-0100-61306000	7.66
1101-101-0100-61333000	147.32
Total Fund-Dept: 1101-61333000	1,283.14
Department: 105-0100 CLERK-TREASURER	
1101-105-0100-61112000	1,605.94
1101-105-0100-61131000	2,470.06
1101-105-0100-61151000	4,845.36
1101-105-0100-61181000	395.60
1101-105-0100-61185000	3.84
1101-105-0100-61301000	542.29
1101-105-0100-61302000	126.82
1101-105-0100-61303000	913.61
1101-105-0100-61305000	1,437.53
1101-105-0100-61306000	37.56
1101-105-0100-61309000	8.94
1101-105-0100-61335000	27.96
1101-105-0100-61434000	33.12
Total Fund-Dept: 1101-61434000	12,448.63
Department: 110-0100 TOWN MANAGER	
1101-110-0100-61121000	567.94
1101-110-0100-61131000	403.85
1101-110-0100-61151000	1,333.69
1101-110-0100-61181000	3.38
1101-110-0100-61301000	148.90
1101-110-0100-61302000	34.85
1101-110-0100-61303000	189.73
1101-110-0100-61305000	38.27
1101-110-0100-61306000	9.96
1101-110-0100-61309000	1.29
1101-110-0100-61333000	96.35
1101-110-0100-61335000	1.29
1101-110-0100-61434000	7.95
Total Fund-Dept: 1101-61434000	2,837.45
Department: 150-0200 INSPECTIONS/CODE ENFORCEM	
1101-150-0200-61131000	4,770.96
1101-150-0200-61133000	427.36
1101-150-0200-61151000	2,702.83
1101-150-0200-61181000	169.17
1101-150-0200-61301000	492.83
1101-150-0200-61302000	115.21
1101-150-0200-61303000	1,119.78
1101-150-0200-61305000	895.42
1101-150-0200-61306000	45.77
1101-150-0200-61309000	9.07
1101-150-0200-61335000	23.37

GL Number	Amount
Fund: 1101 GENERAL FUND	
Department: 150-0200 INSPECTIONS/CODE ENFORCEM	
1101-150-0200-61434000	34.83
Total Fund-Dept: 1101-61434000	10,806.60
Department: 201-0100 POLICE ADMIN	
1101-201-0100-61122000	5,799.63
1101-201-0100-61132000	13,473.95
1101-201-0100-61152000	9,605.61
1101-201-0100-61157000	2,387.20
1101-201-0100-61181000	1,451.90
1101-201-0100-61185000	35.87
1101-201-0100-61301000	760.15
1101-201-0100-61302000	459.10
1101-201-0100-61303000	1,811.84
1101-201-0100-61305000	6,677.52
1101-201-0100-61306000	151.79
1101-201-0100-61309000	48.68
1101-201-0100-61310000	3,304.08
1101-201-0100-61335000	116.96
1101-201-0100-61434000	137.52
Total Fund-Dept: 1101-61434000	46,221.80
Department: 203-0100 COMM ORIENTED POLICE	
1101-203-0100-61132000	5,071.20
1101-203-0100-61143000	16,968.00
1101-203-0100-61181000	990.38
1101-203-0100-61184000	611.52
1101-203-0100-61301000	313.96
1101-203-0100-61302000	330.34
1101-203-0100-61303000	839.72
1101-203-0100-61305000	4,879.01
1101-203-0100-61306000	117.04
1101-203-0100-61309000	37.49
1101-203-0100-61310000	4,130.10
1101-203-0100-61335000	90.98
1101-203-0100-61434000	101.37
Total Fund-Dept: 1101-61434000	34,481.11
Department: 204-0100 UNIFORM PATROL	
1101-204-0100-61132000	34,234.92
1101-204-0100-61141000	77,157.60
1101-204-0100-61181000	3,048.07
1101-204-0100-61184000	6,570.19
1101-204-0100-61302000	1,692.41
1101-204-0100-61305000	23,727.62
1101-204-0100-61306000	635.61
1101-204-0100-61309000	156.87
1101-204-0100-61310000	27,258.66
1101-204-0100-61335000	415.84
1101-204-0100-61434000	510.84
Total Fund-Dept: 1101-61434000	175,408.63
Department: 205-0100 INVESTIGATIONS	

GL Number	Amount
Fund: 1101 GENERAL FUND	
Department: 205-0100 INVESTIGATIONS	
1101-205-0100-61132000	3,748.80
1101-205-0100-61142000	9,914.40
1101-205-0100-61181000	634.61
1101-205-0100-61184000	175.73
1101-205-0100-61302000	203.27
1101-205-0100-61305000	3,386.60
1101-205-0100-61306000	66.50
1101-205-0100-61309000	20.87
1101-205-0100-61310000	3,304.08
1101-205-0100-61335000	51.99
1101-205-0100-61434000	62.84
Total Fund-Dept: 1101-61434000	21,569.69
Department: 232-0100 ADMINISTRATION	
1101-232-0100-61122000	3,923.20
1101-232-0100-61152000	2,250.40
1101-232-0100-61181000	346.15
1101-232-0100-61185000	1,434.63
1101-232-0100-61301000	484.71
1101-232-0100-61302000	113.36
1101-232-0100-61303000	1,129.52
1101-232-0100-61305000	1,109.64
1101-232-0100-61306000	33.33
1101-232-0100-61309000	9.37
1101-232-0100-61335000	25.99
1101-232-0100-61434000	28.39
Total Fund-Dept: 1101-61434000	10,888.69
Department: 301-0100 PUBLIC WORKS ADMIN	
1101-301-0100-61153000	902.61
1101-301-0100-61181000	33.65
1101-301-0100-61185000	26.31
1101-301-0100-61301000	59.33
1101-301-0100-61302000	13.89
1101-301-0100-61303000	43.05
1101-301-0100-61305000	76.56
1101-301-0100-61306000	2.75
1101-301-0100-61309000	0.43
1101-301-0100-61335000	2.62
1101-301-0100-61434000	2.05
Total Fund-Dept: 1101-61434000	1,163.25
Department: 308-0100 STREET DEPARTMENT	
1101-308-0100-61163000	603.68
1101-308-0100-61181000	13.47
1101-308-0100-61301000	36.20
1101-308-0100-61302000	8.47
1101-308-0100-61303000	87.62
1101-308-0100-61305000	274.58
1101-308-0100-61306000	3.72
1101-308-0100-61309000	1.49

GL Number	Amount
Fund: 1101 GENERAL FUND	
Department: 308-0100 STREET DEPARTMENT	
1101-308-0100-61335000	4.55
1101-308-0100-61434000	2.77
Total Fund-Dept: 1101-61434000	1,036.55
Total Fund 1101:	318,145.54

GL Number	Amount
Fund: 2201 MOTOR VEHICLE HIGHWAY	
Department: 301-0100 PUBLIC WORKS ADMIN	
2201-301-0100-61123000	1,922.33
2201-301-0100-61181000	86.58
2201-301-0100-61301000	121.49
2201-301-0100-61302000	28.42
2201-301-0100-61303000	285.26
2201-301-0100-61305000	373.10
2201-301-0100-61306000	9.79
2201-301-0100-61309000	2.34
2201-301-0100-61335000	6.51
2201-301-0100-61434000	8.58
Total Fund-Dept: 2201-61434000	2,844.40
Department: 305-0100 VEHICLE MAINTENANCE	
2201-305-0100-61163000	2,874.89
2201-305-0100-61181000	34.60
2201-305-0100-61186000	1,310.86
2201-305-0100-61301000	258.28
2201-305-0100-61302000	60.40
2201-305-0100-61303000	599.28
2201-305-0100-61305000	436.25
2201-305-0100-61306000	17.65
2201-305-0100-61309000	3.52
2201-305-0100-61335000	15.59
2201-305-0100-61434000	13.22
Total Fund-Dept: 2201-61434000	5,624.54
Department: 308-0100 STREET DEPARTMENT	
2201-308-0100-61163000	16,036.26
2201-308-0100-61181000	525.04
2201-308-0100-61186000	7,225.26
2201-308-0100-61196000	3,108.66
2201-308-0100-61301000	1,628.45
2201-308-0100-61302000	380.91
2201-308-0100-61303000	3,355.85
2201-308-0100-61305000	4,994.45
2201-308-0100-61306000	93.54
2201-308-0100-61309000	27.71
2201-308-0100-61335000	76.55
2201-308-0100-61434000	72.34
Total Fund-Dept: 2201-61434000	37,525.02
Total Fund 2201:	45,993.96

GL Number	Amount
Fund: 2204 PARK FUND	
Department: 105-0100 CLERK-TREASURER	
2204-105-0100-61131000	1,646.66
2204-105-0100-61151000	1,963.11
2204-105-0100-61181000	220.20
2204-105-0100-61185000	2.39
2204-105-0100-61301000	222.29
2204-105-0100-61302000	51.96
2204-105-0100-61303000	403.27
2204-105-0100-61305000	634.51
2204-105-0100-61306000	17.33
2204-105-0100-61309000	4.00
2204-105-0100-61335000	12.98
2204-105-0100-61434000	15.12
Total Fund-Dept: 2204-61434000	5,193.82
Department: 110-0100 TOWN MANAGER	
2204-110-0100-61121000	567.94
2204-110-0100-61131000	403.85
2204-110-0100-61151000	430.21
2204-110-0100-61181000	1.93
2204-110-0100-61301000	92.78
2204-110-0100-61302000	21.70
2204-110-0100-61303000	61.22
2204-110-0100-61305000	38.27
2204-110-0100-61306000	4.53
2204-110-0100-61309000	0.43
2204-110-0100-61333000	96.35
2204-110-0100-61335000	1.29
2204-110-0100-61434000	3.83
Total Fund-Dept: 2204-61434000	1,724.33
Department: 150-0200 INSPECTIONS/CODE ENFORCEM	
2204-150-0200-61133000	427.33
2204-150-0200-61301000	26.54
2204-150-0200-61302000	6.21
2204-150-0200-61303000	60.69
2204-150-0200-61306000	1.95
2204-150-0200-61434000	1.95
Total Fund-Dept: 2204-61434000	524.67
Department: 301-0100 PUBLIC WORKS ADMIN	
2204-301-0100-61153000	130.88
2204-301-0100-61301000	8.11
2204-301-0100-61302000	1.90
Total Fund-Dept: 2204-61302000	140.89
Department: 308-0100 STREET DEPARTMENT	
2204-308-0100-61163000	431.19
2204-308-0100-61181000	9.60
2204-308-0100-61301000	25.86
2204-308-0100-61302000	6.05
2204-308-0100-61303000	62.59
2204-308-0100-61305000	196.14

GL Number	Amount
Fund: 2204 PARK FUND	
Department: 308-0100 STREET DEPARTMENT	
2204-308-0100-61306000	2.66
2204-308-0100-61309000	1.07
2204-308-0100-61335000	3.25
2204-308-0100-61434000	1.97
Total Fund-Dept: 2204-61434000	740.38
Department: 551-0100 PARK ADMINISTRATION	
2204-551-0100-61125000	4,485.40
2204-551-0100-61155000	1,341.37
2204-551-0100-61181000	123.07
2204-551-0100-61301000	359.77
2204-551-0100-61302000	84.13
2204-551-0100-61303000	674.27
2204-551-0100-61305000	1,021.69
2204-551-0100-61306000	25.10
2204-551-0100-61309000	8.51
2204-551-0100-61335000	18.20
2204-551-0100-61434000	24.47
Total Fund-Dept: 2204-61434000	8,165.98
Department: 561-0100 ADULT EDUCATION	
2204-561-0100-61193000	156.00
2204-561-0100-61301000	9.68
2204-561-0100-61302000	2.27
Total Fund-Dept: 2204-61302000	167.95
Department: 561-0400 YOUTH SPORT FITNESS	
2204-561-0400-61193000	718.13
2204-561-0400-61301000	44.53
2204-561-0400-61302000	10.43
Total Fund-Dept: 2204-61302000	773.09
Department: 561-0800 SUMMER RECREATION	
2204-561-0800-61193000	303.51
2204-561-0800-61301000	18.82
2204-561-0800-61302000	4.39
Total Fund-Dept: 2204-61302000	326.72
Department: 561-0900 GENERAL RECREATION	
2204-561-0900-61135000	3,249.57
2204-561-0900-61139000	3,964.63
2204-561-0900-61155000	3,625.63
2204-561-0900-61181000	501.45
2204-561-0900-61193000	78.75
2204-561-0900-61195000	143.75
2204-561-0900-61301000	689.49
2204-561-0900-61302000	161.26
2204-561-0900-61303000	1,175.08
2204-561-0900-61305000	2,913.38
2204-561-0900-61306000	53.68
2204-561-0900-61309000	15.69
2204-561-0900-61335000	55.87

GL Number	Amount
Fund: 2204 PARK FUND	
Department: 561-0900 GENERAL RECREATION	
2204-561-0900-61434000	49.28
Total Fund-Dept: 2204-61434000	16,677.51
Department: 562-0100 POOL OPERATIONS	
2204-562-0100-61135000	171.03
2204-562-0100-61136000	334.58
2204-562-0100-61139000	576.00
2204-562-0100-61165000	639.42
2204-562-0100-61181000	50.98
2204-562-0100-61186000	46.10
2204-562-0100-61190000	2,543.63
2204-562-0100-61194000	8,231.57
2204-562-0100-61198000	5,225.12
2204-562-0100-61301000	1,122.17
2204-562-0100-61302000	262.47
2204-562-0100-61303000	258.19
2204-562-0100-61305000	321.87
2204-562-0100-61306000	9.56
2204-562-0100-61309000	1.87
2204-562-0100-61335000	8.45
2204-562-0100-61434000	7.73
2204-562-0100-61994000	328.13
Total Fund-Dept: 2204-61994000	20,138.87
Department: 571-0100 PARKS MAINTENANCE	
2204-571-0100-61136000	1,505.53
2204-571-0100-61165000	10,194.58
2204-571-0100-61181000	341.35
2204-571-0100-61186000	1,862.11
2204-571-0100-61196000	3,859.00
2204-571-0100-61301000	1,080.30
2204-571-0100-61302000	252.65
2204-571-0100-61303000	1,944.74
2204-571-0100-61305000	2,840.40
2204-571-0100-61306000	70.60
2204-571-0100-61309000	17.39
2204-571-0100-61335000	41.57
2204-571-0100-61434000	53.23
Total Fund-Dept: 2204-61434000	24,063.45
Department: 581-0100 CENT MAINTENANCE	
2204-581-0100-61136000	1,338.22
2204-581-0100-61165000	2,334.71
2204-581-0100-61181000	190.36
2204-581-0100-61186000	103.68
2204-581-0100-61196000	2,051.50
2204-581-0100-61301000	361.26
2204-581-0100-61302000	84.48
2204-581-0100-61303000	563.32
2204-581-0100-61305000	1,372.78
2204-581-0100-61306000	22.19

GL Number	Amount
Fund: 2204 PARK FUND	
Department: 581-0100 CENT MAINTENANCE	
2204-581-0100-61309000	8.62
2204-581-0100-61335000	17.62
2204-581-0100-61434000	16.97
Total Fund-Dept: 2204-61434000	8,465.71
Total Fund 2204:	87,103.37

GL Number	Amount
Fund: 2547 TECHNOLOGY FUND	
Department: 110-0100 TOWN MANAGER	
2547-110-0100-61151000	1,437.13
2547-110-0100-61181000	2.38
2547-110-0100-61301000	89.30
2547-110-0100-61302000	20.90
2547-110-0100-61303000	204.42
2547-110-0100-61306000	8.66
2547-110-0100-61309000	1.29
2547-110-0100-61434000	6.58
Total Fund-Dept: 2547-61434000	1,770.66
Total Fund 2547:	1,770.66

GL Number	Amount
Fund: 2580 SEWER MAINTENANCE	
Department: 101-0100 TOWN COUNCIL	
2580-101-0100-61111000	741.13
2580-101-0100-61301000	52.48
2580-101-0100-61302000	12.28
2580-101-0100-61306000	5.47
2580-101-0100-61333000	105.21
Total Fund-Dept: 2580-61333000	916.57
Department: 105-0100 CLERK-TREASURER	
2580-105-0100-61112000	1,337.90
2580-105-0100-61131000	823.38
2580-105-0100-61151000	2,006.08
2580-105-0100-61181000	132.69
2580-105-0100-61185000	0.95
2580-105-0100-61301000	249.99
2580-105-0100-61302000	58.46
2580-105-0100-61303000	489.27
2580-105-0100-61305000	698.81
2580-105-0100-61306000	18.58
2580-105-0100-61309000	4.94
2580-105-0100-61335000	14.93
2580-105-0100-61434000	16.55
Total Fund-Dept: 2580-61434000	5,852.53
Department: 110-0100 TOWN MANAGER	
2580-110-0100-61121000	1,135.84
2580-110-0100-61131000	807.69
2580-110-0100-61151000	533.50
2580-110-0100-61181000	2.88
2580-110-0100-61301000	165.24
2580-110-0100-61302000	38.63
2580-110-0100-61303000	75.90
2580-110-0100-61305000	76.56
2580-110-0100-61306000	7.13
2580-110-0100-61309000	0.84
2580-110-0100-61333000	192.69
2580-110-0100-61335000	2.61
2580-110-0100-61434000	6.16
Total Fund-Dept: 2580-61434000	3,045.67
Department: 150-0200 INSPECTIONS/CODE ENFORCEM	
2580-150-0200-61131000	1,590.38
2580-150-0200-61133000	854.75
2580-150-0200-61151000	900.99
2580-150-0200-61181000	50.01
2580-150-0200-61301000	208.18
2580-150-0200-61302000	48.68
2580-150-0200-61303000	474.42
2580-150-0200-61305000	298.50
2580-150-0200-61306000	18.54
2580-150-0200-61309000	3.03
2580-150-0200-61335000	7.80

GL Number	Amount
Fund: 2580 SEWER MAINTENANCE	
Department: 150-0200 INSPECTIONS/CODE ENFORCEM	
2580-150-0200-61434000	14.87
Total Fund-Dept: 2580-61434000	4,470.15
Department: 301-0100 PUBLIC WORKS ADMIN	
2580-301-0100-61123000	1,922.27
2580-301-0100-61153000	1,595.23
2580-301-0100-61181000	187.51
2580-301-0100-61185000	78.91
2580-301-0100-61301000	230.54
2580-301-0100-61302000	53.91
2580-301-0100-61303000	414.33
2580-301-0100-61305000	602.76
2580-301-0100-61306000	17.99
2580-301-0100-61309000	3.60
2580-301-0100-61335000	14.27
2580-301-0100-61434000	14.70
Total Fund-Dept: 2580-61434000	5,136.02
Department: 305-0100 VEHICLE MAINTENANCE	
2580-305-0100-61163000	2,156.17
2580-305-0100-61181000	25.99
2580-305-0100-61186000	983.15
2580-305-0100-61301000	193.73
2580-305-0100-61302000	45.32
2580-305-0100-61303000	449.46
2580-305-0100-61305000	327.19
2580-305-0100-61306000	13.24
2580-305-0100-61309000	2.64
2580-305-0100-61335000	11.69
2580-305-0100-61434000	9.91
Total Fund-Dept: 2580-61434000	4,218.49
Department: 308-0100 STREET DEPARTMENT	
2580-308-0100-61163000	12,506.28
2580-308-0100-61181000	291.40
2580-308-0100-61186000	5,585.41
2580-308-0100-61301000	1,109.04
2580-308-0100-61302000	259.45
2580-308-0100-61303000	2,610.44
2580-308-0100-61305000	3,946.04
2580-308-0100-61306000	73.11
2580-308-0100-61309000	21.95
2580-308-0100-61335000	60.37
2580-308-0100-61434000	56.49
Total Fund-Dept: 2580-61434000	26,519.98
Department: 309-0100 STORMWATER SEWER MAINTENANCE	
2580-309-0100-61163000	11,725.01
2580-309-0100-61181000	352.91
2580-309-0100-61186000	7,375.72
2580-309-0100-61301000	1,187.83
2580-309-0100-61302000	277.81

GL Number	Amount
Fund: 2580 SEWER MAINTENANCE	
Department: 309-0100 STORMWATER SEWER MAINTENANCE	
2580-309-0100-61303000	2,762.49
2580-309-0100-61305000	2,478.89
2580-309-0100-61306000	65.58
2580-309-0100-61309000	15.49
2580-309-0100-61335000	61.11
2580-309-0100-61434000	52.54
Total Fund-Dept: 2580-61434000	26,355.38
Department: 319-0100 SANITARY SEWER MAINTENANCE	
2580-319-0100-61163000	6,754.70
2580-319-0100-61181000	209.67
2580-319-0100-61186000	3,127.07
2580-319-0100-61301000	616.12
2580-319-0100-61302000	144.03
2580-319-0100-61303000	1,433.04
2580-319-0100-61305000	1,278.78
2580-319-0100-61306000	37.70
2580-319-0100-61309000	7.83
2580-319-0100-61335000	36.28
2580-319-0100-61434000	30.48
Total Fund-Dept: 2580-61434000	13,675.70
Department: 374-0100 ADMINISTRATION	
2580-374-0100-61153000	741.59
2580-374-0100-61181000	57.70
2580-374-0100-61185000	13.87
2580-374-0100-61301000	48.71
2580-374-0100-61302000	11.38
2580-374-0100-61303000	115.47
2580-374-0100-61305000	212.36
2580-374-0100-61306000	4.54
2580-374-0100-61309000	1.36
2580-374-0100-61335000	3.91
2580-374-0100-61434000	3.41
Total Fund-Dept: 2580-61434000	1,214.30
Total Fund 2580:	91,404.79

GL Number	Amount
Fund: 4406 REDEVELOPMENT OPERATING	
Department: 105-0100 CLERK-TREASURER	
4406-105-0100-61112000	535.24
4406-105-0100-61131000	823.32
4406-105-0100-61181000	30.77
4406-105-0100-61301000	79.39
4406-105-0100-61302000	18.60
4406-105-0100-61303000	197.27
4406-105-0100-61305000	144.34
4406-105-0100-61306000	5.67
4406-105-0100-61309000	0.89
4406-105-0100-61335000	2.61
4406-105-0100-61434000	5.56
Total Fund-Dept: 4406-61434000	1,843.66
Department: 110-0100 TOWN MANAGER	
4406-110-0100-61121000	1,703.76
4406-110-0100-61131000	1,211.52
4406-110-0100-61181000	2.87
4406-110-0100-61301000	198.11
4406-110-0100-61302000	46.33
4406-110-0100-61305000	114.83
4406-110-0100-61306000	5.88
4406-110-0100-61309000	0.64
4406-110-0100-61333000	289.05
4406-110-0100-61335000	3.91
4406-110-0100-61434000	5.58
Total Fund-Dept: 4406-61434000	3,582.48
Department: 150-0200 INSPECTIONS/CODE ENFORCEM	
4406-150-0200-61133000	641.07
4406-150-0200-61301000	39.82
4406-150-0200-61302000	9.32
4406-150-0200-61303000	91.04
4406-150-0200-61306000	2.94
4406-150-0200-61434000	2.93
Total Fund-Dept: 4406-61434000	787.12
Total Fund 4406:	6,213.26

GL Number	Amount
Fund: 6101 WATER CASH OPERATING	
Department: 101-0100 TOWN COUNCIL	
6101-101-0100-61111000	741.14
6101-101-0100-61301000	52.48
6101-101-0100-61302000	12.28
6101-101-0100-61306000	5.50
6101-101-0100-61333000	105.26
Total Fund-Dept: 6101-61333000	916.66
Department: 105-0100 CLERK-TREASURER	
6101-105-0100-61112000	1,605.44
6101-105-0100-61131000	2,058.31
6101-105-0100-61151000	3,487.65
6101-105-0100-61181000	262.06
6101-105-0100-61185000	1.92
6101-105-0100-61301000	432.10
6101-105-0100-61302000	101.04
6101-105-0100-61303000	848.10
6101-105-0100-61305000	1,158.26
6101-105-0100-61306000	32.41
6101-105-0100-61309000	8.42
6101-105-0100-61335000	25.95
6101-105-0100-61434000	28.69
Total Fund-Dept: 6101-61434000	10,050.35
Department: 110-0100 TOWN MANAGER	
6101-110-0100-61121000	1,419.80
6101-110-0100-61131000	1,009.62
6101-110-0100-61151000	1,439.33
6101-110-0100-61181000	2.41
6101-110-0100-61301000	254.37
6101-110-0100-61302000	59.46
6101-110-0100-61303000	204.38
6101-110-0100-61305000	95.70
6101-110-0100-61306000	13.53
6101-110-0100-61309000	1.78
6101-110-0100-61333000	240.86
6101-110-0100-61335000	3.24
6101-110-0100-61434000	11.22
Total Fund-Dept: 6101-61434000	4,755.70
Department: 150-0200 INSPECTIONS/CODE ENFORCEM	
6101-150-0200-61131000	1,590.53
6101-150-0200-61133000	1,068.39
6101-150-0200-61151000	901.07
6101-150-0200-61181000	50.05
6101-150-0200-61301000	221.45
6101-150-0200-61302000	51.84
6101-150-0200-61303000	504.87
6101-150-0200-61305000	298.50
6101-150-0200-61306000	19.53
6101-150-0200-61309000	3.05
6101-150-0200-61335000	7.81

GL Number	Amount
Fund: 6101 WATER CASH OPERATING	
Department: 150-0200 INSPECTIONS/CODE ENFORCEM	
6101-150-0200-61434000	15.90
Total Fund-Dept: 6101-61434000	4,732.99
Department: 301-0100 PUBLIC WORKS ADMIN	
6101-301-0100-61123000	1,922.38
6101-301-0100-61153000	1,726.26
6101-301-0100-61181000	187.60
6101-301-0100-61185000	78.95
6101-301-0100-61301000	238.73
6101-301-0100-61302000	55.89
6101-301-0100-61303000	414.45
6101-301-0100-61305000	602.81
6101-301-0100-61306000	18.03
6101-301-0100-61309000	3.67
6101-301-0100-61335000	14.33
6101-301-0100-61434000	14.77
Total Fund-Dept: 6101-61434000	5,277.87
Department: 305-0100 VEHICLE MAINTENANCE	
6101-305-0100-61163000	2,156.15
6101-305-0100-61181000	25.96
6101-305-0100-61186000	983.13
6101-305-0100-61301000	193.72
6101-305-0100-61302000	45.30
6101-305-0100-61303000	449.49
6101-305-0100-61305000	327.20
6101-305-0100-61306000	13.24
6101-305-0100-61309000	2.61
6101-305-0100-61335000	11.69
6101-305-0100-61434000	9.93
Total Fund-Dept: 6101-61434000	4,218.42
Department: 308-0100 STREET DEPARTMENT	
6101-308-0100-61163000	12,678.38
6101-308-0100-61181000	295.10
6101-308-0100-61186000	5,585.15
6101-308-0100-61301000	1,119.26
6101-308-0100-61302000	261.63
6101-308-0100-61303000	2,635.31
6101-308-0100-61305000	4,024.41
6101-308-0100-61306000	74.10
6101-308-0100-61309000	22.30
6101-308-0100-61335000	61.65
6101-308-0100-61434000	57.22
Total Fund-Dept: 6101-61434000	26,814.51
Department: 370-0100 WATER OPERATIONS	
6101-370-0100-61163000	18,729.50
6101-370-0100-61181000	562.41
6101-370-0100-61186000	10,502.68
6101-370-0100-61301000	1,819.13
6101-370-0100-61302000	425.51

GL Number	Amount
Fund: 6101 WATER CASH OPERATING	
Department: 370-0100 WATER OPERATIONS	
6101-370-0100-61303000	4,230.70
6101-370-0100-61305000	3,778.34
6101-370-0100-61306000	103.76
6101-370-0100-61309000	23.38
6101-370-0100-61335000	97.78
6101-370-0100-61434000	83.38
Total Fund-Dept: 6101-61434000	40,356.57
Department: 374-0100 ADMINISTRATION	
6101-374-0100-61153000	1,483.21
6101-374-0100-61181000	115.39
6101-374-0100-61185000	27.83
6101-374-0100-61301000	97.42
6101-374-0100-61302000	22.79
6101-374-0100-61303000	230.95
6101-374-0100-61305000	424.72
6101-374-0100-61306000	9.12
6101-374-0100-61309000	2.73
6101-374-0100-61335000	7.78
6101-374-0100-61434000	6.83
Total Fund-Dept: 6101-61434000	2,428.77
Total Fund 6101:	99,551.84

GL Number	Amount
Fund: 6604 SOLID WASTE MANAGEMENT	
Department: 101-0100 TOWN COUNCIL	
6604-101-0100-61111000	444.66
6604-101-0100-61301000	31.49
6604-101-0100-61302000	7.38
6604-101-0100-61306000	3.29
6604-101-0100-61333000	63.15
Total Fund-Dept: 6604-61333000	549.97
Department: 105-0100 CLERK-TREASURER	
6604-105-0100-61112000	267.60
6604-105-0100-61131000	411.69
6604-105-0100-61151000	1,139.68
6604-105-0100-61181000	66.36
6604-105-0100-61185000	8.19
6604-105-0100-61301000	110.74
6604-105-0100-61302000	25.91
6604-105-0100-61303000	185.72
6604-105-0100-61305000	311.83
6604-105-0100-61306000	8.09
6604-105-0100-61309000	2.14
6604-105-0100-61335000	6.52
6604-105-0100-61434000	6.90
Total Fund-Dept: 6604-61434000	2,551.37
Department: 110-0100 TOWN MANAGER	
6604-110-0100-61121000	283.96
6604-110-0100-61131000	201.93
6604-110-0100-61151000	163.45
6604-110-0100-61181000	0.96
6604-110-0100-61301000	43.18
6604-110-0100-61302000	10.10
6604-110-0100-61303000	23.27
6604-110-0100-61305000	19.14
6604-110-0100-61306000	1.95
6604-110-0100-61309000	0.10
6604-110-0100-61333000	48.17
6604-110-0100-61335000	0.65
6604-110-0100-61434000	1.67
Total Fund-Dept: 6604-61434000	798.53
Department: 150-0200 INSPECTIONS/CODE ENFORCEM	
6604-150-0200-61133000	854.75
6604-150-0200-61301000	53.10
6604-150-0200-61302000	12.42
6604-150-0200-61303000	121.34
6604-150-0200-61306000	3.91
6604-150-0200-61434000	3.90
Total Fund-Dept: 6604-61434000	1,049.42
Department: 301-0100 PUBLIC WORKS ADMIN	
6604-301-0100-61123000	1,922.22
6604-301-0100-61153000	1,398.77
6604-301-0100-61181000	187.35

GL Number	Amount
Fund: 6604 SOLID WASTE MANAGEMENT	
Department: 301-0100 PUBLIC WORKS ADMIN	
6604-301-0100-61185000	78.88
6604-301-0100-61301000	218.33
6604-301-0100-61302000	50.98
6604-301-0100-61303000	414.30
6604-301-0100-61305000	602.72
6604-301-0100-61306000	17.94
6604-301-0100-61309000	3.57
6604-301-0100-61335000	14.24
6604-301-0100-61434000	14.67
Total Fund-Dept: 6604-61434000	4,923.97
Department: 308-0100 STREET DEPARTMENT	
6604-308-0100-61163000	293.57
6604-308-0100-61181000	9.62
6604-308-0100-61186000	221.85
6604-308-0100-61301000	31.75
6604-308-0100-61302000	7.43
6604-308-0100-61303000	74.57
6604-308-0100-61305000	109.91
6604-308-0100-61306000	1.76
6604-308-0100-61309000	0.72
6604-308-0100-61335000	1.28
6604-308-0100-61434000	1.31
Total Fund-Dept: 6604-61434000	753.77
Department: 374-0100 ADMINISTRATION	
6604-374-0100-61153000	247.21
6604-374-0100-61181000	19.22
6604-374-0100-61185000	4.65
6604-374-0100-61301000	16.26
6604-374-0100-61302000	3.81
6604-374-0100-61303000	38.50
6604-374-0100-61305000	70.79
6604-374-0100-61306000	1.52
6604-374-0100-61309000	0.44
6604-374-0100-61335000	1.30
6604-374-0100-61434000	1.13
Total Fund-Dept: 6604-61434000	404.83
Department: 581-0100 CENT MAINTENANCE	
6604-581-0100-61136000	167.27
6604-581-0100-61165000	122.89
6604-581-0100-61181000	4.33
6604-581-0100-61301000	17.33
6604-581-0100-61302000	4.06
6604-581-0100-61303000	41.81
6604-581-0100-61305000	89.91
6604-581-0100-61306000	1.63
6604-581-0100-61309000	0.55
6604-581-0100-61335000	1.23
6604-581-0100-61434000	1.25

GL Number	Amount
Fund: 6604 SOLID WASTE MANAGEMENT	
Department: 581-0100 CENT MAINTENANCE	
Total Fund-Dept: 6604-61434000	452.26
Total Fund 6604:	11,484.12
Report Total:	661,667.54

Accounts Payable Voucher Register # 26-8K

GROSS PAYROLL	**08/21/26**	**$**	**611.04**
OTHER PAYROLL RELATED EXPENSES	**08/21/26**	**$**	**155.47**
TOTAL PAYROLL EXPENSE CONFIRMED	**08/21/26**	**$**	**766.51**

I hereby certify that each of the above listed vouchers and the invoices or bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.6.

August 21, 2026

Wendy Mis

Fiscal Officer

(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing.)

We have examined the vouchers listed on the foregoing Accounts Payable Voucher Register, consisting of 5 pages, and except for the vouchers not allowed as shown on the Register, such vouchers are allowed in the total amount of $ 766.51

Approved and confirmed by the Town Council of the Town of Munster, Lake County Indiana, this 9th day of September 2026 by a vote of _____ in favor and _____ opposed.

Joseph Hofferth, President

ATTEST:

Wendy Mis, Clerk-Treasurer

FUND SUMMARY August 21, 2026

FUND	DESCRIPTION	AMOUNT
2580	SEWER MAINTENANCE	$ 383.26
6101	WATER CASH OPERATING	$ 383.25
	REPORT TOTAL	**$ 766.51**

PR 8.21.26 Special S.Weis

Payroll ID: 00000272

Pay Period End Date: 08/15/2026 Check Post Date: 08/21/2026 Bank ID: GEN

* YTD values reflect values AS OF the check date based on all current adjustments, checks, void checks

Department: 370

REG HOURLY	0.00	0.00	0.00	29,963.88
RETRO PAY	0.00	0.00	0.00	0.00
SICK FT	0.00	0.00	0.00	1,638.17
VAC BUYOUT	0.00	0.00	0.00	0.00
VACATION	0.00	0.00	0.00	1,714.55

Gross Pay This Period	Deduction Refund	Ded. This Period	Net Pay This Period	Gross Pay YTD	Dir. Dep.
611.04	0.00	105.54	505.50	39,197.04	505.50

Grand Totals for Payroll:

Pay Code Code	Hours	OT Hours	Cur. Amnt.	YTD Amnt.*	Ded/Exp Code	Cur. Amnt.	YTD Amnt.*
BONUS	0.00	0.00	0.00	0.00	071926582	505.50	DEPOSIT
CLOTH BEN	0.00	0.00	0.00	0.00	44 LAKE NON RES	9.18	588.15
COMP EARN	0.00	0.00	0.00	0.00	FITW	31.50	5,682.22
COMP TAKE	24.00	0.00	611.04	861.64	MEDICARE_EE	8.87	568.57
FUNERAL	0.00	0.00	0.00	0.00	SITW_IN	18.05	1,156.71
HOLIDAY	0.00	0.00	0.00	611.04	SOCSEC_EE	37.94	2,431.14
INJURY FT	0.00	0.00	0.00	0.00			
JURY DTY	0.00	0.00	0.00	0.00			
LABORER OT	0.00	0.00	0.00	2,109.99			
LIFE INS	0.00	0.00	0.83	14.89			
LONG OT/COMP	0.00	0.00	0.00	36.59			
LONG PAY	0.00	0.00	0.00	653.82			
PTO	0.00	0.00	0.00	407.36			
PW CLTHG	0.00	0.00	0.00	800.00			
PW O C DUTY	0.00	0.00	0.00	400.00			
REG HOURLY	0.00	0.00	0.00	29,963.88			
RETRO PAY	0.00	0.00	0.00	0.00			
SICK FT	0.00	0.00	0.00	1,638.17			
VAC BUYOUT	0.00	0.00	0.00	0.00			
VACATION	0.00	0.00	0.00	1,714.55			

Gross Pay This Period	Deduction Refund	Ded. This Period	Net Pay This Period	Dir. Dep.	Physical Checks
611.04	0.00	105.54	505.50	505.50	0.00

Gross Pay YTD
39,197.04

* = Check Adjustment

PR 8-21-26 Special Wire

CHECK AMOUNTS BY GENERAL LEDGER FOR TOWN OF MUNSTER

For Payroll: 00000272 Check Date: 0 /2026 Pay Period End Date: 08/15/2026

GL Number	Amount
Fund: 2580 SEWER MAINTENANCE	
Department: 309-0100 STORMWATER SEWER MAINTENANCE	
2580-309-0100-61163000	183.31
2580-309-0100-61301000	11.39
2580-309-0100-61302000	2.66
2580-309-0100-61303000	26.03
2580-309-0100-61306000	3.76
2580-309-0100-61434000	2.81
Total Fund-Dept: 2580-61434000	229.96
Department: 319-0100 SANITARY SEWER MAINTENANCE	
2580-319-0100-61163000	122.21
2580-319-0100-61301000	7.59
2580-319-0100-61302000	1.77
2580-319-0100-61303000	17.36
2580-319-0100-61306000	2.50
2580-319-0100-61434000	1.87
Total Fund-Dept: 2580-61434000	153.30
Total Fund 2580:	383.26

CHECK AMOUNTS BY GENERAL LEDGER FOR TOWN OF MUNSTER

For Payroll: 00000272 Check Date: 0 /2026 Pay Period End Date: 08/15/2026

GL Number	Amount
Fund: 6101 WATER CASH OPERATING	
Department: 370-0100 WATER OPERATIONS	
6101-370-0100-61163000	305.52
6101-370-0100-61301000	18.96
6101-370-0100-61302000	4.44
6101-370-0100-61303000	43.38
6101-370-0100-61306000	6.26
6101-370-0100-61434000	4.69
Total Fund-Dept: 6101-61434000	383.25
Total Fund 6101:	383.25
Report Total:	766.51

Accounts Payable Voucher Register # 26-8L

PARK VOUCHERS	**08/27/26**	**$**	**32,341.43**
CIVIL TOWN VOUCHERS	**08/27/26**	**$**	**806,557.34**
TOTAL VOUCHERS CONFIRMED	**08/27/26**	**$**	**838,898.77**

I hereby certify that each of the above listed vouchers and the invoices or bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.6.

August 27, 2026

Wendy Mis

Fiscal Officer

(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing.)

We have examined the vouchers listed on the foregoing Accounts Payable Voucher Register, consisting of 10 pages, and except for the vouchers not allowed as shown on the Register, such vouchers are allowed in the total amount of $ 838,898.77

Approved and confirmed by the Town Council of the Town of Munster, Lake County Indiana, this 9th day of September, 2026 by a vote of _____ in favor and _____ opposed

Joseph Hofferth. President

ATTEST:

Wendy Mis, Clerk-Treasurer

FUND SUMMARY AUGUST 27, 2026

FUND	DESCRIPTION		AMOUNT
1101	GENERAL FUND	$	31,785.66
2204	PARK & RECREATION	$	30,472.45
2249	MUNICIPAL SURTAX FUND	$	27,703.23
2300	DONATION FUND	$	1,380.67
2370	PARK DONATION NON-REVERTING	$	1,868.98
2547	TECHNOLOGY	$	6,328.12
2570	ELECTRIC FUND	$	16,951.20
2580	SEWER MAINTENANCE	$	93,040.50
2590	SAFNR	$	804.01
4402	CUMULATIVE CAPITAL DEVELOPMENT	$	20,537.02
4445	TIF ALLOCATION FUND	$	50,000.00
6101	WATER CASH OPERATING	$	286,053.68
6105	WATER CONSTRUCTION/IMPROVEMENTS	$	48,700.00
6604	SOLID WASTE MANAGEMENT	$	9,083.44
7727	SELF-FUNDED MEDICAL/DENTAL/LIFE	$	213,360.36
8880	INTERGOVERNMENTAL ESCROW	$	79.45
8883	ESCROW	$	750.00
	REPORT TOTAL	**$**	**838,898.77**

Vendor #	Vendor Name	General Ledger #	Account Title	Voucher #	Description	Due Date	Amount
0002043	**120 WATER INC**					**08/27/2026**	
				115035	**120 WATER SUBSCRIPTION AND PREDICTIVE MODELI**		
		6105-915-0100-64307000	120 WATER CONTRACT				$48,700.00
					Total for 120 WATER INC		**$48,700.00**
0001730	**AIM MEDICAL TRUST**					**08/27/2026**	
				115036	**9/26 EMPLOYEE INSURANCE - MEDICAL/DENTAL/LIF**		
		7727-935-0100-61305000	2026 MEDICAL INS PREMIUMS				$194,627.90
		7727-935-0200-61335000	2026 DENTAL INS PREMIUMS				$8,405.47
		7727-935-0700-61309000	2026 VISION INS PREMIUMS				$1,268.02
					Total for AIM MEDICAL TRUST		**$204,301.39**
0000461	**AT&T**					**08/27/2026**	
				115011	**PHONE SERVICE/WATER**		
		6101-114-0200-63204000	TELEPHONE				$117.58
				114924	**PHONE SERVICE/POLICE DEPT**		
		2547-114-0200-63204000	TELEPHONE				$930.59
				114925	**PHONE SERVICE/CENTENNIAL PARK**		
		2547-114-0200-63204000	TELEPHONE				$61.83
				114926	**MAINTENANCE BUILDING / PHONE SERVICE**		
		2547-114-0200-63204000	MAINTENANCE BUILDING / PHONE				$430.78
					Total for AT&T		**$1,540.78**
0000474	**AVALON PETROLEUM CO**					**08/27/2026**	
				114944	**UNLEADED FUEL**		
		4402-150-0100-62221000	FUEL				$259.91
		4402-230-0100-62221000	FUEL				$279.23
		2204-581-0100-62221000	FUEL				$114.02
		2204-571-0100-62221000	FUEL				$907.72
		4402-204-0100-62221000	FUEL				$4,398.07

Vendor #	Vendor Name	General Ledger #	Account Title	Voucher #	Description	Due Date	Amount
		2580-305-0100-62221000	FUEL				$1,642.79
		4402-305-0100-62221000	FUEL				$4,990.04
		6101-305-0100-62221000	FUEL				$1,261.19
				114945	**UNLEADED FUEL**		
		4402-150-0100-62221000	FUEL				$202.19
		4402-230-0100-62221000	FUEL				$217.21
		2204-581-0100-62221000	FUEL				$88.69
		2204-571-0100-62221000	FUEL				$706.11
		4402-204-0100-62221000	FUEL				$3,421.23
		2580-305-0100-62221000	FUEL				$1,277.91
		4402-305-0100-62221000	FUEL				$3,881.71
		6101-305-0100-62221000	FUEL				$981.06
				114946	**DIESEL FUEL**		
		4402-230-0100-62221000	FUEL				$349.03
		2204-571-0100-62221000	FUEL				$117.65
		2580-305-0100-62221000	FUEL				$488.15
		4402-305-0100-62221000	FUEL				$2,538.40
		6101-305-0100-62221000	FUEL				$327.80
		6604-310-0100-62221000	FUEL				$266.77
					Total for AVALON PETROLEUM CO		**$28,716.88**
PARK REF	**BIANCA CERVANTES**					**08/27/2026**	
				114980	**RENTAL REFUND DUE TO INCLEMENT WEATHER**		
		8883-551-9300-63901000	REFUNDS AWARDS & INDEM				$250.00
		2204-571-0100-63901000	REFUNDS AWARDS & INDEM				$560.00
		8880-906-8100-63998000	SALES TAX PAID				$39.20
					Total for BIANCA CERVANTES		**$849.20**
0002050	**BMO BANK N.A.**					**08/27/2026**	
				114956	**ACRYLIC PAINT,TKT RESERVATIONS PARAMOUNT THE**		
		2370-561-0700-65150KF0	KIDS FEST SUPPLIES				$1,137.00
		2204-561-0400-62900000	YOUTH PROGRAMS SUPPLIES				$42.40
		2370-561-7600-65290000	KA EVENT SUPPLIES				$260.52

Vendor #	Vendor Name	General Ledger #	Account Title	Voucher #	Description	Due Date	Amount
		2204-561-0700-62900000	SPECIAL EVENT SUPPLIES				$64.93
		2204-561-0700-63105000	SPECIAL EVENT OTHER PROF SERVICE				$1,142.80
		2204-561-0600-63105000	TRIPS OTHER PROF SERVICES				$608.01
		2204-561-0800-62900000	SUMMER CAMP SUPPLIES				$378.50
		2204-561-0800-63105000	SUMMER CAMP OTHER PROF SERVICES				$1,296.82
		2204-571-0100-62900000	PARK MATINENANCE SUPPLIES				$444.93
		2204-551-0100-63908000	PARK ADMIN MEETINGS				$30.00
		2204-571-0100-62302000	PARK MAINTENANCE REPAIR PARTS				$30.98
		2370-562-0100-65150RS0	POOL LIFE JACKETS				$71.16
		2204-562-0100-62900000	POOL SUPPLIES				$534.99
		2204-551-0100-62900000	PARK ADMIN SUPPLIES				$20.83
		2204-581-0100-62900000	CENT MAINTENANCE SUPPLIES				$258.96
				114957	**DOG FOOD,DOG TRAINING SERVICES,GUN SAFES,COL**		
		2300-204-0100-65150K90	K9 SUPPLIES				$1,380.67
		2590-201-0100-63105000	TRAINING				$804.01
		1101-201-0100-62900000	OFFICE SUPPLIES				$121.94
		1101-204-0100-62900000	GUN SAFES FOR SRO OFFICES				$1,599.96
		2547-114-0200-62303000	CHARGING CORD FOR MIS				$25.19
				114958	**ILMCT CONF HOTEL STAY,PCORI FEE FOR EXCISE TAX**		
		1101-105-0100-63908000	MEMBERSHIP DUES/MEET EXP				$449.19
		7727-935-0300-63105000	OTHER PROFESSIONAL SERV.				$19.95
		1101-110-0100-63105000	OTHER PROFESSIONAL SERV.				$35.00
				114959	**DIGITAL SPIRIT LEVEL**		
		1101-150-0100-62900000	OTHER SUPPLIES				$309.49
				114960	**REPLENISH IL I-PASS**		
		1101-110-0100-63105000	OTHER PROFESSIONAL SERV.				$35.00
				114969	**STEERING COLUMN**		
		1101-230-0100-62302000	REPAIR PARTS				$1,056.91
					Total for BMO BANK N.A.		**$12,160.14**
0000599	**BUREAU OF MOTOR VEHICLES**					**08/27/2026**	
				114947	**TITLE WORK FOR PARKS NEW TRUCK UNIT 214**		

Vendor #	Vendor Name	General Ledger #	Account Title	Voucher #	Description	Due Date	Amount
		2204-571-0100-63105000	OTHER PROFESSIONAL SERV.				$15.00
				114948	**TITLE WORK FOR PARKS NEW TRUCK UNIT 143**		
		2204-571-0100-63105000	OTHER PROFESSIONAL SERV.				$15.00
					Total for BUREAU OF MOTOR VEHICLES		**$30.00**
PARK REF	**FATIMA SHABAZ**					**08/27/2026**	
				114988	**RENTAL CANCELLATION REFUND DUE TO SOCIAL CEN**		
		8883-551-9300-63901000	REFUNDS AWARDS & INDEM				$125.00
		2204-561-0900-63901000	REFUNDS AWARDS & INDEM				$320.00
		8880-906-8100-63998000	SALES TAX PAID				$22.40
					Total for FATIMA SHABAZ		**$467.40**
0005628	**METROPOLITAN INDUSTRIES INC**					**08/27/2026**	
				114976	**DATA SERVICE CELLULAR TO CLOUD - NICTD LIFT STA**		
		2580-309-0100-63611000	HW/SW LICENSE/MAINTENANCE				$50.00
				114977	**CLOUD DATA SERVICE/WEST LAKES & 45TH STREET LI**		
		2580-114-0200-63611000	DATA SERVICE SEWER DEPT				$90.00
				114978	**DATA SERVICE/RIVERBEND&CALUMET PUMP,FISHER,**		
		6101-114-0200-63611000	DATA SERVICE PUMP STATION				$250.00
					Total for METROPOLITAN INDUSTRIES INC		**$390.00**
PARK REF	**NEKEYNA LLOYD**					**08/27/2026**	
				114982	**RENTAL REFUND INCLEMENT WEATHER**		
		2204-571-0100-63901000	REFUNDS AWARDS & INDEM				$255.00
		8880-906-8100-63998000	SALES TAX PAID				$17.85
					Total for NEKEYNA LLOYD		**$272.85**
0000304	**NIPSCO**					**08/27/2026**	
				115012	**8/26 NIPSCO/8837 CAL AVE BLDG S PARKING**		
		2570-571-0100-63501000	ELECTRICITY				$210.20

Vendor #	Vendor Name	General Ledger #	Account Title	Voucher #	Description	Due Date	Amount
				115013	**8/26 NIPSCO/9701 CALUMET**		
		2570-581-0100-63502000	NATURAL GAS				$135.55
				115014	**8/26 NIPSCO/8837 CALUMET AVE/POOL**		
		2570-562-0100-63502000	NATURAL GAS				$3,760.21
		2570-562-0100-63501000	ELECTRICITY				$6,946.21
				115015	**8/26 NIPSCO/8601 CALUMET**		
		2570-571-0100-63501000	ELECTRICITY				$977.78
				115016	**8/26 NIPSCO/8751 COMMUNITY PK RD/SOC CNTR**		
		2570-571-0100-63502000	NATURAL GAS				$230.09
		2570-571-0100-63501000	ELECTRICITY				$432.72
				115017	**8/26 NIPSCO/8701 LION CLUB DR**		
		2570-571-0100-63501000	ELECTRICITY				$407.90
				115018	**8/26 NIPSCO/9751 CAL AVE BLDG MAINTENANCE**		
		2570-581-0100-63502000	NATURAL GAS				$207.66
		2570-581-0100-63501000	ELECTRICITY				$689.00
				115019	**8/26 NIPSCO/9751 CALUMET**		
		2570-581-0100-63501000	ELECTRICITY				$1,889.75
				115020	**8/26 NIPSCO/O BEECH**		
		2570-571-0100-63501000	ELECTRICITY				$38.90
				115021	**8/26 NIPSCO/8601 CALUMET**		
		2570-571-0100-63501000	ELECTRICITY				$679.44
				115022	**8/26 NIPSCO/10121 CALUMET**		
		2570-581-0100-63501000	ELECTRICITY				$284.89
				115032	**8/26 TRAFFIC LIGHTS**		
		2249-308-0100-63532000	1-4 Q 2026 TRAFFIC LIGHTS				$5,295.23
				114949	**8/26 NIPSCO/10121 CAL AVE BLDG GENERATOR**		
		2570-581-0100-63501000	ELECTRICITY				$60.90
					Total for NIPSCO		**$22,246.43**

Vendor #	Vendor Name	General Ledger #	Account Title	Voucher #	Description	Due Date	Amount
PARK REF	**PEGGY LI**					**08/27/2026**	
				114971	**RENTAL DEPOSIT REFUND PERMIT #3961**		
		8883-551-9300-63901000	REFUNDS AWARDS & INDEM				$125.00
					Total for PEGGY LI		**$125.00**
0000305	**POSTMASTER**					**08/27/2026**	
				115044	**POSTAGE PERMIT #4/PL**		
		6101-374-0100-63202000	POSTAGE PERMIT #4/PL				$6,000.00
					Total for POSTMASTER		**$6,000.00**
PARK REF	**ROBERT WITZKE**					**08/27/2026**	
				115034	**MEMBERSHIP CANCELLATION**		
		2204-588-0100-63901000	REFUNDS AWARDS & INDEM				$60.00
					Total for ROBERT WITZKE		**$60.00**
MISCVEN	**SHEILA ADAMS**					**08/27/2026**	
				115045	**RE-ISSUE CHECK 887031/DAMAGE DEPOSIT**		
		8883-551-9300-63901000	REFUNDS AWARDS & INDEM				$250.00
					Total for SHEILA ADAMS		**$250.00**
0001067	**SUN LIFE FINANCIAL**					**08/27/2026**	
				114983	**2026 LONG TERM DISABILITY & LIFE INSURANCE PRE**		
		7727-935-0600-61434000	2026 LONG TERM DISABILITY				$3,840.93
		7727-935-0400-61432000	2026 LIFE & AD&D				$5,198.09
					Total for SUN LIFE FINANCIAL		**$9,039.02**
0000200	**TOWN OF MUNSTER LIABILITY**					**08/27/2026**	
				114954	**8/26 LIABILITY TRANSFERS**		
		1101-930-0100-63400000	YR 2026 LIABILITY TRANSFERS				$27,241.00
		2204-930-0100-63400000	YR 2026 LIABILITY TRANSFERS				$22,408.00

Vendor #	Vendor Name	General Ledger #	Account Title	Voucher #	Description	Due Date	Amount
		2249-930-0100-63400000	YR 2026 LIABILITY TRANSFERS				$22,408.00
		2547-930-0100-63400000	YR 2026 LIABILITY TRANSFERS				$4,879.73
		2580-930-0100-63400000	YR 2026 LIABILITY TRANSFERS				$21,166.67
		6101-930-0100-63400000	YR 2026 LIABILITY TRANSFERS				$37,131.78
		6604-930-0100-63400000	YR 2026 LIABILITY TRANSFERS				$8,816.67
					Total for TOWN OF MUNSTER LIABILITY		**$144,051.85**
0000597	**TOWN OF MUNSTER MAINTENANCE**					**08/27/2026**	
				114953	**8/26 MAINTENANCE & EQUIPMENT TRANSFERS**		
		2580-906-0200-63997000	YR 2026 MAINTENANCE & EQUIPMENT				$25,531.00
		6101-906-0300-63997000	YR 2026 MAINTENANCE & EQUIPMENT				$6,305.60
					Total for TOWN OF MUNSTER MAINTENANCE		**$31,836.60**
0000200	**TOWN OF MUNSTER TRANSFERS**					**08/27/2026**	
				114955	**8/26 WATER BOND RESERVE TRANSFERS**		
		6101-920-0100-65200000	YR 2026 WATER BOND RESERVE TRAN				$24,244.00
		6101-920-0100-65200000	YR 2026 WATER BOND RESERVE TRAN				$121,388.00
				114950	**8/26 RENT TRANSFERS**		
		6101-906-0300-63732000	YR 2026 RENT TRANSFERS				$16,109.00
		6101-906-0300-63733000	YR 2026 RENT TRANSFERS				$22,055.25
		2580-906-0200-63733000	YR 2026 RENT TRANSFERS				$10,864.88
				114951	**8/26 IN LIEU OF TRANSFERS**		
		2580-906-0100-63996000	YR 2026 IN LIEU OF TRANSFERS				$31,929.10
		6101-906-0300-63996000	YR 2026 IN LIEU OF TRANSFERS				$49,271.00
				114952	**8/26 TIF PUBLIC SAFETY TRANSFER**		
		4445-201-0100-63920000	YR 2026 TIF PUBLIC SAFETY TRANSFE				$50,000.00
					Total for TOWN OF MUNSTER TRANSFERS		**$325,861.23**
0001253	**UNITED STATES POSTAL SERVICE**					**08/27/2026**	
				115037	**PRE-PAID POSTAGE MACHINE**		
		1101-105-0100-63202000	PRE-PAID POSTAGE MACHINE				$937.17
		2204-551-0100-63202000	PRE-PAID POSTAGE MACHINE				$51.11

Vendor #	Vendor Name	General Ledger #	Account Title	Voucher #	Description	Due Date	Amount
		6101-374-0100-63202000	PRE-PAID POSTAGE MACHINE				$611.42
		2370-561-7600-65320200	PRE-PAID POSTAGE MACHINE				$400.30
						Total for UNITED STATES POSTAL SERVICE	**$2,000.00**
						Overall Total	**$838,898.77**

Accounts Payable Voucher Register # 26-9D

GROSS PAYROLL	**09/04/26**	**$**	**465,126.43**
OTHER PAYROLL RELATED EXPENSES	**09/04/26**	**$**	**185,983.64**
TOTAL PAYROLL EXPENSE CONFIRMED	**09/04/26**	**$**	**651,110.07**

I hereby certify that each of the above listed vouchers and the invoices or bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.6.

September 4, 2026

Wendy Mis

Fiscal Officer

(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing.)

We have examined the vouchers listed on the foregoing Accounts Payable Voucher Register, consisting of 22 pages, and except for the vouchers not allowed as shown on the Register, such vouchers are allowed in the total amount of $ 651,110.07

Approved and confirmed by the Town Council of the Town of Munster, Lake County Indiana, this 9th day of September 2026 by a vote of _____ in favor and _____ opposed.

Joseph Hofferth, President

ATTEST:

Wendy Mis, Clerk-Treasurer

FUND SUMMARY September 4, 2026

FUND	DESCRIPTION		AMOUNT
1101	GENERAL FUND	$	320,970.87
2201	MOTOR VEHICLE HIGHWAY UNALLOCATED	$	46,429.46
2204	PARK & RECREATION	$	71,886.23
2547	TECHNOLOGY	$	1,777.63
2580	SEWER MAINTENANCE	$	92,427.47
4406	REDEVELOPMENT OPERATING	$	5,232.94
6101	WATER CASH OPERATING	$	100,652.52
6604	SOLID WASTE MANAGEMENT	$	11,732.95
	REPORT TOTAL	**$**	**651,110.07**

Payroll ... 00000273

Pay Period End Date: 08/29/2026 Check Post Date: 09/04/2026 Bank ID: GEN

* YTD values reflect values AS OF the check date based on all current adjustments, checks, void checks

FTO WORKED	120.00	0.00	5,023.80	55,736.64	MEDICARE_EE	6,593.18	106,491.82
FUNERAL	0.00	0.00	0.00	7,038.74	PPO	8,512.25	145,305.44
HOLIDAY	0.00	0.00	0.00	122,384.88	ROTH 457 $	1,795.69	33,105.90
INJURY FT	168.00	0.00	5,566.64	17,985.92	ROTH 457 %	821.27	8,558.82
INJURY PT	0.00	0.00	0.00	0.00	ROTH IRA	475.00	5,470.00
INJURY SAL	0.00	0.00	0.00	0.00	ROTH IRA%	279.09	5,002.80
JURY DTY	0.00	0.00	0.00	191.60	SITW_IN	13,290.24	213,984.68
K-9 M	0.00	0.00	0.00	18,964.20	SOCSEC_EE	17,669.06	254,886.46
LABORER OT	0.00	1,234.00	49,401.10	248,395.01	SUP LIFE	145.09	2,611.62
LIFE INS	0.00	0.00	722.01	12,939.83	UNITED WAY $	2.00	36.00
LIFEGUARD	47.00	0.00	646.25	3,942.82			
LONG OT/COMP	0.00	0.00	2.43	12,555.93			
LONG PAY	0.00	0.00	12,961.53	225,618.82			
LONG PAYOUT	0.00	0.00	0.00	213.69			
MEALS BEN	0.00	0.00	0.00	0.00			
MGR/ASST	14.00	0.00	246.75	6,716.08			
MILITARY	0.00	0.00	0.00	991.44			
PARK BEN	0.00	0.00	0.00	510.40			
PARK PD DETAIL	0.00	0.00	0.00	165.24			
PARK REC CP& RP	0.00	0.00	150.00	2,625.00			
PARK REC CPO	0.00	0.00	100.00	1,300.00			
PARK REC CPSI	0.00	0.00	50.00	900.00			
PD CLTHG	0.00	0.00	0.00	73,807.08			
PD OT	0.00	136.75	8,049.98	169,073.80			
PD VEHICLE	0.00	0.00	0.00	0.00			
PERFECT AT	0.00	0.00	0.00	2,694.90			
PTO	40.00	0.00	1,092.40	41,611.51			
PTO PD	0.00	0.00	0.00	20,610.48			
PTO SPECIAL	0.00	0.00	0.00	236.16			
PW CLTHG	0.00	0.00	0.00	31,333.54			
PW DSL WTR STIP	0.00	0.00	300.00	5,400.00			
PW MS4 INSPECT	0.00	0.00	200.00	3,050.00			
PW O C DUTY	0.00	0.00	800.00	13,800.00			
PW PEST APP	0.00	0.00	350.00	4,950.00			
REG HOURLY	8,640.75	0.00	273,801.34	4,465,247.49			
REG SALARY	1,793.65	0.00	71,271.18	1,196,175.84			
REG STIPEND	0.00	0.00	0.00	0.00			
RETRO PAY	0.00	0.00	1,824.62	4,738.35			
SICK FT	237.25	0.00	7,532.33	188,679.99			
SICK PT	0.00	0.00	0.00	2,521.16			
STIPEND WEATHER	0.00	0.00	5,500.00	6,000.00			
SWIM INSTR	0.00	0.00	0.00	2,754.34			
VAC BUYOUT	0.00	0.00	0.00	94,052.83			
VAC PAYOUT	0.00	0.00	0.00	0.00			
VACATION	241.23	0.00	8,687.65	307,039.06			
VACCINE BEN	0.00	0.00	0.00	0.00			
WATER WT2 STIP	0.00	0.00	100.00	1,800.00			

Gross Pay This Period	Deduction Refund	Ded. This Period	Net Pay This Period	Dir. Dep.	Physical Checks
465,126.43	0.00	133,729.13	331,397.30	332,441.53	0.00

Gross Pay YTD
7,550,526.64

* = Check Adjustment

PR 9.4.26 R

CHECK AMOUNTS BY GENERAL LEDGER FOR TOWN OF MUNSTER

For Payroll: 00000273 Check Date: 09 '2026 Pay Period End Date: 08/29/2026

GL Number	Amount
Fund: 1101 GENERAL FUND	
Department: 101-0100 TOWN COUNCIL	
1101-101-0100-61111000	1,037.55
1101-101-0100-61301000	73.46
1101-101-0100-61302000	17.15
1101-101-0100-61306000	7.66
1101-101-0100-61333000	147.32
Total Fund-Dept: 1101-61333000	1,283.14
Department: 105-0100 CLERK-TREASURER	
1101-105-0100-61112000	1,830.87
1101-105-0100-61131000	2,544.97
1101-105-0100-61151000	4,922.84
1101-105-0100-61181000	395.58
1101-105-0100-61185000	43.21
1101-105-0100-61301000	568.19
1101-105-0100-61302000	132.87
1101-105-0100-61303000	958.15
1101-105-0100-61305000	1,437.53
1101-105-0100-61306000	37.56
1101-105-0100-61309000	8.94
1101-105-0100-61335000	27.90
1101-105-0100-61434000	33.16
Total Fund-Dept: 1101-61434000	12,941.77
Department: 110-0100 TOWN MANAGER	
1101-110-0100-61121000	182.47
1101-110-0100-61131000	453.83
1101-110-0100-61151000	1,338.47
1101-110-0100-61181000	3.38
1101-110-0100-61301000	128.04
1101-110-0100-61302000	29.96
1101-110-0100-61303000	190.40
1101-110-0100-61305000	38.28
1101-110-0100-61306000	9.96
1101-110-0100-61309000	1.27
1101-110-0100-61333000	90.50
1101-110-0100-61335000	1.29
1101-110-0100-61434000	7.96
Total Fund-Dept: 1101-61434000	2,475.81
Department: 150-0200 INSPECTIONS/CODE ENFORCEM	
1101-150-0200-61131000	4,771.00
1101-150-0200-61133000	427.38
1101-150-0200-61151000	2,837.06
1101-150-0200-61181000	169.16
1101-150-0200-61301000	501.15
1101-150-0200-61302000	117.14
1101-150-0200-61303000	1,120.64
1101-150-0200-61305000	895.43
1101-150-0200-61306000	45.76
1101-150-0200-61309000	9.06
1101-150-0200-61335000	23.37

GL Number	Amount
Fund: 1101 GENERAL FUND	
Department: 150-0200 INSPECTIONS/CODE ENFORCEM	
1101-150-0200-61434000	34.80
Total Fund-Dept: 1101-61434000	10,951.95
Department: 201-0100 POLICE ADMIN	
1101-201-0100-61122000	6,299.63
1101-201-0100-61132000	14,473.95
1101-201-0100-61152000	9,605.60
1101-201-0100-61157000	2,387.20
1101-201-0100-61181000	1,451.90
1101-201-0100-61301000	757.92
1101-201-0100-61302000	480.35
1101-201-0100-61303000	1,806.74
1101-201-0100-61305000	6,677.52
1101-201-0100-61306000	151.79
1101-201-0100-61309000	48.68
1101-201-0100-61310000	3,304.08
1101-201-0100-61335000	116.96
1101-201-0100-61434000	137.52
Total Fund-Dept: 1101-61434000	47,699.84
Department: 203-0100 COMM ORIENTED POLICE	
1101-203-0100-61132000	5,071.20
1101-203-0100-61143000	16,968.00
1101-203-0100-61181000	990.38
1101-203-0100-61184000	2,514.27
1101-203-0100-61301000	313.97
1101-203-0100-61302000	357.92
1101-203-0100-61303000	986.72
1101-203-0100-61305000	4,879.01
1101-203-0100-61306000	117.04
1101-203-0100-61309000	37.49
1101-203-0100-61310000	4,130.10
1101-203-0100-61335000	90.98
1101-203-0100-61434000	101.37
Total Fund-Dept: 1101-61434000	36,558.45
Department: 204-0100 UNIFORM PATROL	
1101-204-0100-61132000	33,739.20
1101-204-0100-61141000	77,343.49
1101-204-0100-61181000	3,048.07
1101-204-0100-61184000	5,520.22
1101-204-0100-61302000	1,672.68
1101-204-0100-61305000	23,727.62
1101-204-0100-61306000	635.61
1101-204-0100-61309000	156.87
1101-204-0100-61310000	27,258.66
1101-204-0100-61335000	415.84
1101-204-0100-61434000	510.84
Total Fund-Dept: 1101-61434000	174,029.10
Department: 205-0100 INVESTIGATIONS	
1101-205-0100-61132000	3,748.80

GL Number	Amount
Fund: 1101 GENERAL FUND	
Department: 205-0100 INVESTIGATIONS	
1101-205-0100-61142000	9,914.40
1101-205-0100-61181000	634.61
1101-205-0100-61302000	200.72
1101-205-0100-61305000	3,386.60
1101-205-0100-61306000	66.50
1101-205-0100-61309000	20.87
1101-205-0100-61310000	3,304.08
1101-205-0100-61335000	51.99
1101-205-0100-61434000	62.84
Total Fund-Dept: 1101-61434000	21,391.41
Department: 232-0100 ADMINISTRATION	
1101-232-0100-61122000	4,673.20
1101-232-0100-61152000	2,250.40
1101-232-0100-61181000	346.15
1101-232-0100-61185000	907.19
1101-232-0100-61301000	498.49
1101-232-0100-61302000	116.58
1101-232-0100-61303000	1,161.13
1101-232-0100-61305000	1,109.64
1101-232-0100-61306000	33.33
1101-232-0100-61309000	9.37
1101-232-0100-61335000	25.99
1101-232-0100-61434000	28.39
Total Fund-Dept: 1101-61434000	11,159.86
Department: 301-0100 PUBLIC WORKS ADMIN	
1101-301-0100-61153000	908.31
1101-301-0100-61181000	34.64
1101-301-0100-61185000	16.85
1101-301-0100-61301000	59.16
1101-301-0100-61302000	13.85
1101-301-0100-61303000	43.04
1101-301-0100-61305000	76.56
1101-301-0100-61306000	2.74
1101-301-0100-61309000	0.42
1101-301-0100-61335000	2.60
1101-301-0100-61434000	2.05
Total Fund-Dept: 1101-61434000	1,160.22
Department: 308-0100 STREET DEPARTMENT	
1101-308-0100-61163000	603.69
1101-308-0100-61181000	13.45
1101-308-0100-61186000	232.03
1101-308-0100-61301000	50.61
1101-308-0100-61302000	11.84
1101-308-0100-61303000	120.57
1101-308-0100-61305000	274.59
1101-308-0100-61306000	3.72
1101-308-0100-61309000	1.49
1101-308-0100-61335000	4.55

GL Number	Amount
Fund: 1101 GENERAL FUND	
Department: 308-0100 STREET DEPARTMENT	
1101-308-0100-61434000	2.78
Total Fund-Dept: 1101-61434000	1,319.32
Total Fund 1101:	320,970.87

GL Number	Amount
Fund: 2201 MOTOR VEHICLE HIGHWAY	
Department: 301-0100 PUBLIC WORKS ADMIN	
2201-301-0100-61123000	2,172.33
2201-301-0100-61181000	86.56
2201-301-0100-61301000	137.03
2201-301-0100-61302000	32.06
2201-301-0100-61303000	320.77
2201-301-0100-61305000	373.11
2201-301-0100-61306000	9.78
2201-301-0100-61309000	2.35
2201-301-0100-61335000	6.52
2201-301-0100-61434000	8.59
Total Fund-Dept: 2201-61434000	3,149.10
Department: 305-0100 VEHICLE MAINTENANCE	
2201-305-0100-61163000	2,562.74
2201-305-0100-61181000	35.58
2201-305-0100-61186000	1,649.12
2201-305-0100-61301000	263.46
2201-305-0100-61302000	61.63
2201-305-0100-61303000	603.12
2201-305-0100-61305000	436.25
2201-305-0100-61306000	17.67
2201-305-0100-61309000	3.52
2201-305-0100-61335000	15.60
2201-305-0100-61434000	13.24
Total Fund-Dept: 2201-61434000	5,661.93
Department: 308-0100 STREET DEPARTMENT	
2201-308-0100-61163000	16,036.21
2201-308-0100-61181000	532.70
2201-308-0100-61186000	8,705.57
2201-308-0100-61196000	1,510.40
2201-308-0100-61301000	1,621.77
2201-308-0100-61302000	379.28
2201-308-0100-61303000	3,567.18
2201-308-0100-61305000	4,995.11
2201-308-0100-61306000	93.53
2201-308-0100-61309000	27.72
2201-308-0100-61335000	76.59
2201-308-0100-61434000	72.37
Total Fund-Dept: 2201-61434000	37,618.43
Total Fund 2201:	46,429.46

GL Number	Amount
Fund: 2204 PARK FUND	
Department: 105-0100 CLERK-TREASURER	
2204-105-0100-61131000	1,696.61
2204-105-0100-61151000	1,995.89
2204-105-0100-61181000	220.15
2204-105-0100-61185000	16.20
2204-105-0100-61301000	228.24
2204-105-0100-61302000	53.38
2204-105-0100-61303000	410.98
2204-105-0100-61305000	634.51
2204-105-0100-61306000	17.36
2204-105-0100-61309000	4.00
2204-105-0100-61335000	12.99
2204-105-0100-61434000	15.09
Total Fund-Dept: 2204-61434000	5,305.40
Department: 110-0100 TOWN MANAGER	
2204-110-0100-61121000	182.45
2204-110-0100-61131000	453.83
2204-110-0100-61151000	431.16
2204-110-0100-61181000	1.93
2204-110-0100-61301000	71.67
2204-110-0100-61302000	16.75
2204-110-0100-61303000	61.37
2204-110-0100-61305000	38.28
2204-110-0100-61306000	4.54
2204-110-0100-61309000	0.42
2204-110-0100-61333000	90.50
2204-110-0100-61335000	1.29
2204-110-0100-61434000	3.83
Total Fund-Dept: 2204-61434000	1,358.02
Department: 150-0200 INSPECTIONS/CODE ENFORCEM	
2204-150-0200-61133000	427.37
2204-150-0200-61301000	26.55
2204-150-0200-61302000	6.20
2204-150-0200-61303000	60.68
2204-150-0200-61306000	1.95
2204-150-0200-61434000	1.95
Total Fund-Dept: 2204-61434000	524.70
Department: 301-0100 PUBLIC WORKS ADMIN	
2204-301-0100-61153000	132.53
2204-301-0100-61301000	8.22
2204-301-0100-61302000	1.92
Total Fund-Dept: 2204-61302000	142.67
Department: 308-0100 STREET DEPARTMENT	
2204-308-0100-61163000	431.19
2204-308-0100-61181000	9.61
2204-308-0100-61186000	165.75
2204-308-0100-61301000	36.13
2204-308-0100-61302000	8.45
2204-308-0100-61303000	86.13

GL Number	Amount
Fund: 2204 PARK FUND	
Department: 308-0100 STREET DEPARTMENT	
2204-308-0100-61305000	196.13
2204-308-0100-61306000	2.66
2204-308-0100-61309000	1.07
2204-308-0100-61335000	3.25
2204-308-0100-61434000	1.98
Total Fund-Dept: 2204-61434000	942.35
Department: 551-0100 PARK ADMINISTRATION	
2204-551-0100-61125000	5,235.40
2204-551-0100-61155000	973.88
2204-551-0100-61181000	124.99
2204-551-0100-61301000	383.58
2204-551-0100-61302000	89.71
2204-551-0100-61303000	780.83
2204-551-0100-61305000	1,021.69
2204-551-0100-61306000	25.09
2204-551-0100-61309000	8.53
2204-551-0100-61335000	18.21
2204-551-0100-61434000	24.46
Total Fund-Dept: 2204-61434000	8,686.37
Department: 561-0400 YOUTH SPORT FITNESS	
2204-561-0400-61193000	106.00
2204-561-0400-61301000	7.19
2204-561-0400-61302000	1.67
Total Fund-Dept: 2204-61302000	114.86
Department: 561-0800 SUMMER RECREATION	
2204-561-0800-61193000	185.50
2204-561-0800-61301000	11.50
2204-561-0800-61302000	2.69
Total Fund-Dept: 2204-61302000	199.69
Department: 561-0900 GENERAL RECREATION	
2204-561-0900-61135000	3,249.58
2204-561-0900-61139000	3,964.62
2204-561-0900-61155000	3,625.62
2204-561-0900-61181000	509.14
2204-561-0900-61193000	260.64
2204-561-0900-61301000	692.37
2204-561-0900-61302000	161.93
2204-561-0900-61303000	1,175.31
2204-561-0900-61305000	2,913.38
2204-561-0900-61306000	53.68
2204-561-0900-61309000	15.68
2204-561-0900-61335000	55.85
2204-561-0900-61434000	49.29
Total Fund-Dept: 2204-61434000	16,727.09
Department: 562-0100 POOL OPERATIONS	
2204-562-0100-61135000	171.02
2204-562-0100-61136000	315.76

GL Number	Amount
Fund: 2204 PARK FUND	
Department: 562-0100 POOL OPERATIONS	
2204-562-0100-61139000	576.01
2204-562-0100-61165000	639.45
2204-562-0100-61181000	50.97
2204-562-0100-61186000	222.16
2204-562-0100-61190000	246.75
2204-562-0100-61194000	646.25
2204-562-0100-61198000	265.25
2204-562-0100-61301000	191.35
2204-562-0100-61302000	44.79
2204-562-0100-61303000	260.01
2204-562-0100-61305000	321.87
2204-562-0100-61306000	9.57
2204-562-0100-61309000	1.86
2204-562-0100-61335000	8.48
2204-562-0100-61434000	7.73
Total Fund-Dept: 2204-61434000	3,979.28
Department: 571-0100 PARKS MAINTENANCE	
2204-571-0100-61136000	1,420.84
2204-571-0100-61165000	10,194.55
2204-571-0100-61181000	341.38
2204-571-0100-61186000	3,694.96
2204-571-0100-61196000	4,070.00
2204-571-0100-61301000	1,201.76
2204-571-0100-61302000	281.04
2204-571-0100-61303000	2,064.88
2204-571-0100-61305000	2,840.41
2204-571-0100-61306000	70.60
2204-571-0100-61309000	17.40
2204-571-0100-61335000	41.56
2204-571-0100-61434000	53.22
Total Fund-Dept: 2204-61434000	26,292.60
Department: 581-0100 CENT MAINTENANCE	
2204-581-0100-61136000	1,262.94
2204-581-0100-61165000	2,334.71
2204-581-0100-61181000	190.34
2204-581-0100-61186000	92.16
2204-581-0100-61196000	1,358.00
2204-581-0100-61301000	312.86
2204-581-0100-61302000	73.14
2204-581-0100-61303000	550.99
2204-581-0100-61305000	1,372.69
2204-581-0100-61306000	22.19
2204-581-0100-61309000	8.61
2204-581-0100-61335000	17.61
2204-581-0100-61434000	16.96
Total Fund-Dept: 2204-61434000	7,613.20
Total Fund 2204:	71,886.23

GL Number	Amount
Fund: 2547 TECHNOLOGY FUND	
Department: 110-0100 TOWN MANAGER	
2547-110-0100-61151000	1,442.85
2547-110-0100-61181000	2.38
2547-110-0100-61301000	89.66
2547-110-0100-61302000	20.97
2547-110-0100-61303000	205.24
2547-110-0100-61306000	8.65
2547-110-0100-61309000	1.29
2547-110-0100-61434000	6.59
Total Fund-Dept: 2547-61434000	1,777.63
Total Fund 2547:	1,777.63

GL Number	Amount
Fund: 2580 SEWER MAINTENANCE	
Department: 101-0100 TOWN COUNCIL	
2580-101-0100-61111000	741.12
2580-101-0100-61301000	52.48
2580-101-0100-61302000	12.27
2580-101-0100-61306000	5.47
2580-101-0100-61333000	105.21
Total Fund-Dept: 2580-61333000	916.55
Department: 105-0100 CLERK-TREASURER	
2580-105-0100-61112000	1,525.50
2580-105-0100-61131000	848.39
2580-105-0100-61151000	2,037.14
2580-105-0100-61181000	132.71
2580-105-0100-61185000	23.52
2580-105-0100-61301000	266.47
2580-105-0100-61302000	62.32
2580-105-0100-61303000	521.27
2580-105-0100-61305000	698.86
2580-105-0100-61306000	18.61
2580-105-0100-61309000	4.92
2580-105-0100-61335000	14.94
2580-105-0100-61434000	16.51
Total Fund-Dept: 2580-61434000	6,171.16
Department: 110-0100 TOWN MANAGER	
2580-110-0100-61121000	364.93
2580-110-0100-61131000	907.70
2580-110-0100-61151000	535.41
2580-110-0100-61181000	2.90
2580-110-0100-61301000	123.04
2580-110-0100-61302000	28.77
2580-110-0100-61303000	76.16
2580-110-0100-61305000	76.55
2580-110-0100-61306000	7.14
2580-110-0100-61309000	0.84
2580-110-0100-61333000	180.98
2580-110-0100-61335000	2.61
2580-110-0100-61434000	6.14
Total Fund-Dept: 2580-61434000	2,313.17
Department: 150-0200 INSPECTIONS/CODE ENFORCEM	
2580-150-0200-61131000	1,590.35
2580-150-0200-61133000	854.73
2580-150-0200-61151000	945.73
2580-150-0200-61181000	50.02
2580-150-0200-61301000	210.94
2580-150-0200-61302000	49.34
2580-150-0200-61303000	474.74
2580-150-0200-61305000	298.49
2580-150-0200-61306000	18.53
2580-150-0200-61309000	3.03
2580-150-0200-61335000	7.80

GL Number	Amount
Fund: 2580 SEWER MAINTENANCE	
Department: 150-0200 INSPECTIONS/CODE ENFORCEM	
2580-150-0200-61434000	14.89
Total Fund-Dept: 2580-61434000	4,518.59
Department: 301-0100 PUBLIC WORKS ADMIN	
2580-301-0100-61123000	2,172.26
2580-301-0100-61153000	1,598.49
2580-301-0100-61181000	190.34
2580-301-0100-61185000	50.49
2580-301-0100-61301000	244.68
2580-301-0100-61302000	57.21
2580-301-0100-61303000	449.80
2580-301-0100-61305000	602.76
2580-301-0100-61306000	17.98
2580-301-0100-61309000	3.61
2580-301-0100-61335000	14.26
2580-301-0100-61434000	14.70
Total Fund-Dept: 2580-61434000	5,416.58
Department: 305-0100 VEHICLE MAINTENANCE	
2580-305-0100-61163000	1,922.06
2580-305-0100-61181000	26.71
2580-305-0100-61186000	1,236.84
2580-305-0100-61301000	197.61
2580-305-0100-61302000	46.21
2580-305-0100-61303000	452.37
2580-305-0100-61305000	327.20
2580-305-0100-61306000	13.24
2580-305-0100-61309000	2.64
2580-305-0100-61335000	11.70
2580-305-0100-61434000	9.91
Total Fund-Dept: 2580-61434000	4,246.49
Department: 308-0100 STREET DEPARTMENT	
2580-308-0100-61163000	12,506.36
2580-308-0100-61181000	297.14
2580-308-0100-61186000	6,827.55
2580-308-0100-61301000	1,186.48
2580-308-0100-61302000	277.54
2580-308-0100-61303000	2,787.65
2580-308-0100-61305000	3,946.64
2580-308-0100-61306000	73.21
2580-308-0100-61309000	21.94
2580-308-0100-61335000	60.39
2580-308-0100-61434000	56.52
Total Fund-Dept: 2580-61434000	28,041.42
Department: 309-0100 STORMWATER SEWER MAINTENANCE	
2580-309-0100-61163000	12,309.78
2580-309-0100-61181000	358.74
2580-309-0100-61186000	5,933.78
2580-309-0100-61301000	1,157.06
2580-309-0100-61302000	270.64

GL Number	Amount
Fund: 2580 SEWER MAINTENANCE	
Department: 309-0100 STORMWATER SEWER MAINTENANCE	
2580-309-0100-61303000	2,641.59
2580-309-0100-61305000	2,587.18
2580-309-0100-61306000	68.73
2580-309-0100-61309000	16.11
2580-309-0100-61335000	64.92
2580-309-0100-61434000	54.93
Total Fund-Dept: 2580-61434000	25,463.46
Department: 319-0100 SANITARY SEWER MAINTENANCE	
2580-319-0100-61163000	7,144.56
2580-319-0100-61181000	213.42
2580-319-0100-61186000	2,981.88
2580-319-0100-61301000	646.14
2580-319-0100-61302000	151.04
2580-319-0100-61303000	1,468.32
2580-319-0100-61305000	1,354.74
2580-319-0100-61306000	39.87
2580-319-0100-61309000	8.26
2580-319-0100-61335000	38.85
2580-319-0100-61434000	32.05
Total Fund-Dept: 2580-61434000	14,079.13
Department: 374-0100 ADMINISTRATION	
2580-374-0100-61153000	741.57
2580-374-0100-61181000	57.70
2580-374-0100-61185000	52.15
2580-374-0100-61301000	51.09
2580-374-0100-61302000	11.95
2580-374-0100-61303000	120.90
2580-374-0100-61305000	212.35
2580-374-0100-61306000	4.55
2580-374-0100-61309000	1.35
2580-374-0100-61335000	3.90
2580-374-0100-61434000	3.41
Total Fund-Dept: 2580-61434000	1,260.92
Total Fund 2580:	92,427.47

GL Number	Amount
Fund: 4406 REDEVELOPMENT OPERATING	
Department: 105-0100 CLERK-TREASURER	
4406-105-0100-61112000	610.27
4406-105-0100-61131000	848.40
4406-105-0100-61181000	30.77
4406-105-0100-61301000	85.62
4406-105-0100-61302000	20.05
4406-105-0100-61303000	211.46
4406-105-0100-61305000	144.33
4406-105-0100-61306000	5.65
4406-105-0100-61309000	0.89
4406-105-0100-61335000	2.61
4406-105-0100-61434000	5.57
Total Fund-Dept: 4406-61434000	1,965.62
Department: 110-0100 TOWN MANAGER	
4406-110-0100-61121000	547.40
4406-110-0100-61131000	1,361.57
4406-110-0100-61181000	2.86
4406-110-0100-61301000	134.63
4406-110-0100-61302000	31.48
4406-110-0100-61305000	114.82
4406-110-0100-61306000	5.87
4406-110-0100-61309000	0.64
4406-110-0100-61333000	271.48
4406-110-0100-61335000	3.91
4406-110-0100-61434000	5.58
Total Fund-Dept: 4406-61434000	2,480.24
Department: 150-0200 INSPECTIONS/CODE ENFORCEM	
4406-150-0200-61133000	641.05
4406-150-0200-61301000	39.82
4406-150-0200-61302000	9.31
4406-150-0200-61303000	91.03
4406-150-0200-61306000	2.94
4406-150-0200-61434000	2.93
Total Fund-Dept: 4406-61434000	787.08
Total Fund 4406:	5,232.94

GL Number	Amount
Fund: 6101 WATER CASH OPERATING	
Department: 101-0100 TOWN COUNCIL	
6101-101-0100-61111000	741.14
6101-101-0100-61301000	52.48
6101-101-0100-61302000	12.28
6101-101-0100-61306000	5.50
6101-101-0100-61333000	105.26
Total Fund-Dept: 6101-61333000	916.66
Department: 105-0100 CLERK-TREASURER	
6101-105-0100-61112000	1,830.35
6101-105-0100-61131000	2,120.89
6101-105-0100-61151000	3,528.03
6101-105-0100-61181000	262.06
6101-105-0100-61185000	36.30
6101-105-0100-61301000	454.54
6101-105-0100-61302000	106.28
6101-105-0100-61303000	891.96
6101-105-0100-61305000	1,158.23
6101-105-0100-61306000	32.39
6101-105-0100-61309000	8.42
6101-105-0100-61335000	25.97
6101-105-0100-61434000	28.71
Total Fund-Dept: 6101-61434000	10,484.13
Department: 110-0100 TOWN MANAGER	
6101-110-0100-61121000	456.15
6101-110-0100-61131000	1,134.61
6101-110-0100-61151000	1,445.05
6101-110-0100-61181000	2.41
6101-110-0100-61301000	201.80
6101-110-0100-61302000	47.20
6101-110-0100-61303000	205.18
6101-110-0100-61305000	95.70
6101-110-0100-61306000	13.52
6101-110-0100-61309000	1.80
6101-110-0100-61333000	226.22
6101-110-0100-61335000	3.24
6101-110-0100-61434000	11.21
Total Fund-Dept: 6101-61434000	3,844.09
Department: 150-0200 INSPECTIONS/CODE ENFORCEM	
6101-150-0200-61131000	1,590.51
6101-150-0200-61133000	1,068.39
6101-150-0200-61151000	945.84
6101-150-0200-61181000	50.05
6101-150-0200-61301000	224.25
6101-150-0200-61302000	52.53
6101-150-0200-61303000	505.17
6101-150-0200-61305000	298.50
6101-150-0200-61306000	19.55
6101-150-0200-61309000	3.06
6101-150-0200-61335000	7.81

GL Number	Amount
Fund: 6101 WATER CASH OPERATING	
Department: 150-0200 INSPECTIONS/CODE ENFORCEM	
6101-150-0200-61434000	15.90
Total Fund-Dept: 6101-61434000	4,781.56
Department: 301-0100 PUBLIC WORKS ADMIN	
6101-301-0100-61123000	2,172.45
6101-301-0100-61153000	1,731.09
6101-301-0100-61181000	190.49
6101-301-0100-61185000	50.55
6101-301-0100-61301000	253.02
6101-301-0100-61302000	59.22
6101-301-0100-61303000	449.93
6101-301-0100-61305000	602.80
6101-301-0100-61306000	18.04
6101-301-0100-61309000	3.65
6101-301-0100-61335000	14.34
6101-301-0100-61434000	14.76
Total Fund-Dept: 6101-61434000	5,560.34
Department: 305-0100 VEHICLE MAINTENANCE	
6101-305-0100-61163000	1,922.05
6101-305-0100-61181000	26.69
6101-305-0100-61186000	1,236.83
6101-305-0100-61301000	197.61
6101-305-0100-61302000	46.20
6101-305-0100-61303000	452.36
6101-305-0100-61305000	327.19
6101-305-0100-61306000	13.22
6101-305-0100-61309000	2.61
6101-305-0100-61335000	11.67
6101-305-0100-61434000	9.91
Total Fund-Dept: 6101-61434000	4,246.34
Department: 308-0100 STREET DEPARTMENT	
6101-308-0100-61163000	12,678.36
6101-308-0100-61181000	300.95
6101-308-0100-61186000	6,893.64
6101-308-0100-61301000	1,200.92
6101-308-0100-61302000	280.76
6101-308-0100-61303000	2,821.90
6101-308-0100-61305000	4,024.99
6101-308-0100-61306000	74.08
6101-308-0100-61309000	22.31
6101-308-0100-61335000	61.63
6101-308-0100-61434000	57.19
Total Fund-Dept: 6101-61434000	28,416.73
Department: 370-0100 WATER OPERATIONS	
6101-370-0100-61163000	19,703.92
6101-370-0100-61181000	572.07
6101-370-0100-61186000	8,915.60
6101-370-0100-61301000	1,818.21
6101-370-0100-61302000	425.25

GL Number	Amount
Fund: 6101 WATER CASH OPERATING	
Department: 370-0100 WATER OPERATIONS	
6101-370-0100-61303000	4,145.08
6101-370-0100-61305000	3,974.94
6101-370-0100-61306000	109.32
6101-370-0100-61309000	24.43
6101-370-0100-61335000	104.35
6101-370-0100-61434000	87.57
Total Fund-Dept: 6101-61434000	39,880.74
Department: 374-0100 ADMINISTRATION	
6101-374-0100-61153000	1,483.23
6101-374-0100-61181000	115.39
6101-374-0100-61185000	104.28
6101-374-0100-61301000	102.16
6101-374-0100-61302000	23.89
6101-374-0100-61303000	241.80
6101-374-0100-61305000	424.73
6101-374-0100-61306000	9.11
6101-374-0100-61309000	2.73
6101-374-0100-61335000	7.79
6101-374-0100-61434000	6.82
Total Fund-Dept: 6101-61434000	2,521.93
Total Fund 6101:	100,652.52

GL Number	Amount
Fund: 6604 SOLID WASTE MANAGEMENT	
Department: 101-0100 TOWN COUNCIL	
6604-101-0100-61111000	444.67
6604-101-0100-61301000	31.49
6604-101-0100-61302000	7.38
6604-101-0100-61306000	3.29
6604-101-0100-61333000	63.15
Total Fund-Dept: 6604-61333000	549.98
Department: 105-0100 CLERK-TREASURER	
6604-105-0100-61112000	305.13
6604-105-0100-61131000	424.16
6604-105-0100-61151000	1,159.86
6604-105-0100-61181000	66.40
6604-105-0100-61185000	20.98
6604-105-0100-61301000	115.88
6604-105-0100-61302000	27.11
6604-105-0100-61303000	193.75
6604-105-0100-61305000	311.82
6604-105-0100-61306000	8.07
6604-105-0100-61309000	2.16
6604-105-0100-61335000	6.54
6604-105-0100-61434000	6.90
Total Fund-Dept: 6604-61434000	2,648.76
Department: 110-0100 TOWN MANAGER	
6604-110-0100-61121000	91.22
6604-110-0100-61131000	226.92
6604-110-0100-61151000	163.47
6604-110-0100-61181000	0.95
6604-110-0100-61301000	32.60
6604-110-0100-61302000	7.62
6604-110-0100-61303000	23.28
6604-110-0100-61305000	19.14
6604-110-0100-61306000	1.96
6604-110-0100-61309000	0.11
6604-110-0100-61333000	45.24
6604-110-0100-61335000	0.65
6604-110-0100-61434000	1.68
Total Fund-Dept: 6604-61434000	614.84
Department: 150-0200 INSPECTIONS/CODE ENFORCEM	
6604-150-0200-61133000	854.73
6604-150-0200-61301000	53.10
6604-150-0200-61302000	12.41
6604-150-0200-61303000	121.36
6604-150-0200-61306000	3.91
6604-150-0200-61434000	3.91
Total Fund-Dept: 6604-61434000	1,049.42
Department: 301-0100 PUBLIC WORKS ADMIN	
6604-301-0100-61123000	2,172.16
6604-301-0100-61153000	1,399.64
6604-301-0100-61181000	190.27

GL Number	Amount
Fund: 6604 SOLID WASTE MANAGEMENT	
Department: 301-0100 PUBLIC WORKS ADMIN	
6604-301-0100-61185000	50.44
6604-301-0100-61301000	232.33
6604-301-0100-61302000	54.28
6604-301-0100-61303000	449.78
6604-301-0100-61305000	602.72
6604-301-0100-61306000	17.96
6604-301-0100-61309000	3.58
6604-301-0100-61335000	14.25
6604-301-0100-61434000	14.67
Total Fund-Dept: 6604-61434000	5,202.08
Department: 308-0100 STREET DEPARTMENT	
6604-308-0100-61163000	293.56
6604-308-0100-61181000	9.62
6604-308-0100-61186000	265.11
6604-308-0100-61301000	34.48
6604-308-0100-61302000	8.07
6604-308-0100-61303000	80.70
6604-308-0100-61305000	109.99
6604-308-0100-61306000	1.76
6604-308-0100-61309000	0.73
6604-308-0100-61335000	1.28
6604-308-0100-61434000	1.31
Total Fund-Dept: 6604-61434000	806.61
Department: 374-0100 ADMINISTRATION	
6604-374-0100-61153000	247.21
6604-374-0100-61181000	19.22
6604-374-0100-61185000	17.38
6604-374-0100-61301000	17.04
6604-374-0100-61302000	3.98
6604-374-0100-61303000	40.31
6604-374-0100-61305000	70.79
6604-374-0100-61306000	1.52
6604-374-0100-61309000	0.45
6604-374-0100-61335000	1.30
6604-374-0100-61434000	1.14
Total Fund-Dept: 6604-61434000	420.34
Department: 581-0100 CENT MAINTENANCE	
6604-581-0100-61136000	157.87
6604-581-0100-61165000	122.89
6604-581-0100-61181000	4.33
6604-581-0100-61301000	16.76
6604-581-0100-61302000	3.92
6604-581-0100-61303000	40.48
6604-581-0100-61305000	89.99
6604-581-0100-61306000	1.63
6604-581-0100-61309000	0.55
6604-581-0100-61335000	1.23
6604-581-0100-61434000	1.27

GL Number	Amount
Fund: 6604 SOLID WASTE MANAGEMENT	
Department: 581-0100 CENT MAINTENANCE	
Total Fund-Dept: 6604-61434000	440.92
Total Fund 6604:	11,732.95
Report Total:	651,110.07

To: Town Council

From: Patricia Abbott, Town Manager

Meeting Date: September 9, 2026

Subject: Ordinance #2015: Additional Appropriations (4)

Summary

First reading of the ordinance was held at the meeting on August 17, 2026. Additional appropriations were sought in the Lane Mileage Direct Distribution Fund, TIF Fund, Opioid Restricted Fund and the Self-Funded Liability Fund.

The procedure for securing additional appropriations requires a public hearing, scheduled for this evening, and the adoption of an ordinance by the Town Council. All funds are considered reporting only funds, and the appropriations will go into effect upon passage of the ordinance.

Financial Impact

Funding Source:
Budgeted Amount:
Cost:

Recommended Council Action

By motion and roll-call vote, approve of the Ordinance 2015 as presented.

Attachments:

1. Ordinance 2015 - Additional Appropriations (4)
2. Certified Copy of Additional Appropriations

ORDINANCE 2015

AN ORDINANCE FOR THE ADDITIONAL APPROPRIATION OF FUNDS FOR THE YEAR 2026 (4)

WHEREAS, The use and expenditure of money is required to carry on necessary governmental functions; and

WHEREAS, The amount of money to carry on necessary governmental functions is prescribed in the budget for the year 2026 as determined by the Department of Local Government Finance through their budget order; and

WHEREAS, The Town Council of the Town of Munster, Lake County, Indiana, now finds it necessary to appropriate more money than the amount prescribed in the budget for the year 2026; and

WHEREAS, There are sufficient funds available for additional appropriation; now, therefore, be it

ORDAINED, By the Town Council of the Town of Munster, Lake County, Indiana, that for the expenses of the taxing unit, the additional sums of money are hereby appropriated out of the funds named in the attached Certified Copy of Additional Appropriations subject to laws governing the same:

ORDAINED AND ADOPTED by the Town Council of the Town of Munster on the 9th day of September 2026, by a vote of _____ in favor and ____ opposed.

TOWN COUNCIL OF THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA.

_____
Joseph Hofferth, President

ATTEST:

_____
Wendy Mis, Clerk-Treasurer

CERTIFIED COPY OF ADDITIONAL APPROPRIATION
State Form 55819 (R4 / 2-19)
PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE

Section I

When reporting the appropriation of bond proceeds, complete Section I; lines A, B, C and 5 of Section II; Section III; and Section IV.

UNIT NAME: TOWN OF MUNSTER — Unit Number: 0507
COUNTY NAME: LAKE — County Number: 45

Date of Publication *(month, day, year)*: 8/24/2026 Newspaper Name: Gateway
Date of Publication *(month, day, year)*: Newspaper Name:
Date of Public Hearing *(month, day, year)*: 9/9/2026
Date Resolution Passed *(month, day, year)*: 9/9/2026

DLGF USE ONLY
Date Received *(month, day, year)*:
Order Number:

Section II

Complete a column for each fund for which the additional appropriations are being made. Values omitted from the sheet may impact the Department's review and approval of the request. Rows A and B should be completed using the fund number and fund name as listed on the Fund Report of the Final 1782 Notice issued by the Department.

A. DLGF Fund Number	2258	2257	4445	7704	
B. Fund Name	Lane Mileage Direct Dist.	Opioid Resticted	TIF Fund	Self-Funded Liability	
C. Appropriation Amount Requested	$65,935.87	$2,643.00	$68,216.00	$1,000,000.00	
D. Amount by Reduction *(Enter as a positive number)*					
E. Net Amount of Increase *(C minus D)*	$65,935.87	$2,643.00	$68,216.00	$1,000,000.00	$0.00
1. Property Tax Levy (Line 16)		$0.00	$0.00		$0.00
2. Levy Excess (Line 15)	$0.00	$0.00	$0.00		$0.00
3. PTRC from Local Income Tax (LIT) (Line 13A)	$0.00	$0.00	$0.00	$0.00	$0.00
4. LIT Levy Freeze Amount (Line 13B)		$0.00	$0.00		$0.00
5. Misc. Revenue (Line 8B) *(See Note #1)*	$0.00	$11,339.00	$9,156,440.00	$1,824,632.00	
6. January 1 Cash Balance *(Include investments)*	$0.00	$170,007.00	$28,190,961.00	$3,037,926.00	
7. Subtotal of Funds *(Add 1 thru 6)*	$0.00	$181,346.00	$37,347,401.00	$4,862,558.00	$0.00
8. Less Circuit Breaker *(Amount From Circuit Breaker Report)*					
9. Total Funds *(7 minus 8)*	$0.00	$181,346.00	$37,347,401.00	$4,862,558.00	$0.00
10. DLGF Approved Budget (Line 1C)	$0.00	$6,000.00	$9,345,000.00	$0.00	
11. Encumbered Appropriations Carried Forward From Previous Year					
12. Temporary Loans Outstanding as of January 1	$0.00	$0.00	$0.00	$0.00	
13. Beginning Obligations *(Add 10 thru 12)*	$0.00	$6,000.00	$9,345,000.00	$0.00	$0.00
14. Surplus Funds *(9 minus 13)*	$0.00	$175,346.00	$28,002,401.00	$4,862,558.00	$0.00
15. Previous additional appropriation(s) approved since January 1, less any reductions in appropriations.	$0.00	$0.00			
16. Amount transferred to the Rainy Day Fund *(See Note #2)*	$0.00	$0.00	$0.00	$0.00	
17. Surplus Funds Remaining *(14 minus 15 minus 16)*	$0.00	$175,346.00	$28,002,401.00	$4,862,558.00	$0.00

Note #1: If amount report on Row 5 is higher than 8B amount, then a revised Budget Form 2 must be attached with the Additional Appropriation Request.
Note #2: Row 16 cannot be used for additional appropriations for the rainy day fund. Transfers to the rainy day fund are entered as miscellaneous revenues on Line 5.

Section III

Please check the requested method for the Department to inform your unit of the status of the Additional Appropriation Request.

Check One:

☐ Follow Up Via E-mail — wmis@munster.in.gov ; pabbott@munster.in.gov
E-mail Address(es)

☐ Follow Up Via Mail
Mailing Address *(Number, Street, City, State, ZIP Code)*

Section IV

I, _____ fiscal officer of _____, do hereby certify that the above information is true and correct.
(Please Print) *(Please Print)*

Signature | Title | Telephone Number | Date *(month, day, year)*

Completed additional appropriation requests may be submitted to the Department via e-ma **AdditionalAppropriationRequests@dlgf.in.gov** or via fax (317) 974-1629.

To: Town Council

From: Dan Reyes, Assistant Town Manager

Meeting Date: September 9, 2026

Subject: Contract Ratification for Debris Hauling, Monitoring, and a Public Assistance Firm.

Summary

This item is for the Town Council to ratify contracts signed by the Council president and the Acting Town Manager since the last regular Town Council meeting.

On August 17th, Town Council approved ordinance 2019, amending ordinance 1629, increasing the purchasing authority of the Town Manager, but requiring ratification by Town Council at the next regularly scheduled meeting. Similarly, on August 20th, Town Council approved resolution 2168, authorizing the Town Council President to sign one contract for debris hauling, and one contract for debris monitoring.

On August 21, Town Council President Joseph Hofferth signed contracts with Looks Great Services for debris hauling, not-to-exceed (NTE) $1,000,000, and DebrisTech for debris monitoring, NTE $250,000.

On August 27, Acting Town Manager, Assistant Town Manager Dan Reyes signed a contract with ER Assist, a public assistance firm to help with grant management, NTE $50,000.

August 29, Acting Town Manager, Assistant Town Manager Dan Reyes signed addendum #1 with Looks Great Services, increasing the NTE by $100,000 in accordance with Ordinance 2019.

Agust 30, Acting Town Manager, Assistant Town Manager Dan Reyes signed addendum #2 with Looks Great Services, increasing the NTE by $100,000 in accordance with Ordinance 2019.

Financial Impact

Funding Source:
Budgeted Amount:
Cost:

Recommended Council Action

By roll call and vote, move that Town Council approve and ratify the contracts previously executed by Council President Joseph Hofferth and Acting Town Manager Dan Reyes, as presented to the Council.

Attachments:

1. Contract_Looks_Great_Services_FX
2. Addendum#1_looks_Great_Services_FX
3. Addendum#2_Looks_Great_Services_FX
4. Contract_DebrisTech_FX
5. Amendment#1_DebrisTech_FX
6. Contract_ER_Assist_FX

EMERGENCY DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES AGREEMENT

OWNER: **TOWN OF MUNSTER, INDIANA**

CONTRACTOR: **LOOKS GREAT SERVICES OF MS, INC.**

PROJECT NO: **TBD**

EMERGENCY DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES AGREEMENT BETWEEN THE TOWN OF MUNSTER INDIANA AND LOOKS GREAT SERVICES OF MS, INC.

This **DISASTER DEBRIS REMOVAL AND DISPOSAL AGREEMENT** is made and entered into on this 22 the day of August, 2026, by and between the Town of Munster, Indiana a political subdivision of the State of Indiana, (hereinafter referred to as "the Town" or "the Owner") and Looks Great Services of MS, Inc., a Mississippi corporation (hereinafter referred to as "LGS"), hereinafter the "Parties":

WHEREAS, the Town has received at least two quotes for debris removal and disposal services;

WHEREAS, the Town, declared a local disaster emergency through Declaration 2026-01;

WHEREAS, Indiana Governor Mike Braun, with the approval of President Donald Trump, has presently declared a statewide disaster emergency;

WHEREAS, the Town elicited and reviewed the quotes for debris removal and disposal services and based upon the representations and assurances of LGS, including, representations made during the Special Emergency Meeting held on August 20, 2026, has determined LGS to be a responsible, qualified and financial within time constraints of the declared emergency;

WHEREAS, the Town, pursuant to its authority has elected to award this initial Disaster Debris Removal and Disposal Agreement to LGS; and

WHEREAS, the Parties agree and acknowledge that formal, advertised public bidding will be undertaken during the Term of this Agreement.

NOW, THEREFORE, it is agreed by and between the Parties, that in consideration of the covenants contained herein, and as set forth in the Solicitation, the Parties agree as follows:

ARTICLE 1 – EFFECTIVE DATE/ TERM

The Effective Date of this Agreement shall be the date of execution by the last Party to sign; however, the commencement of services and the start of the Term shall begin upon issuance of a Notice to Proceed ("NTP") by the Town.

The term of this Agreement shall be for a thirty-day (30) period ("Term") commencing on the date set forth in the Notice to Proceed, unless earlier terminated as provided herein.

ARTICLE 2 – SERVICES TO BE PERFORMED BY LGS

2.1 Scope of Work. Attached hereto as **Exhibit "A"** and made a part hereof, the same as if copied in full herein, is pricing for the scope of work related to August 2026 severe thunderstorm weather and winds in the Town. LGS agrees to extend the pricing attached hereto to future events. Exhibit A is incorporated by reference in this Agreement as fully and effectually as if copied in

full herein. LGS specifically acknowledges that it is fully aware and shall comply with all obligations, responsibilities, and liabilities imposed upon it as the successful proposer. Services authorized by the Owner shall be referred to as "Task Orders." The performance requirements set forth in the Solicitation shall apply to the work ordered by the Owner.

2.2 Clarification of Roadway Repair Obligations. Owner understands and agrees that existing wear, cracks or other deficiencies in roadways used during the Project may worsen or increase as a result of heavy equipment used by LGS to perform the work contemplated in this Agreement. Notwithstanding any contrary provisions in this Agreement, including but not limited to those in the Scope of Work, the Parties agree that LGS shall have no obligation to repair, replace or otherwise remediate Owner's streets or roadways, including those to which the Owner has obtained access rights, as a result of such normal and expected wear and tear associated with debris removal and disposal operations. Notwithstanding the language set forth in this Paragraph 2.2, LGS shall be responsible for all costs necessary to repair, but not to upgrade, damage to Owner's streets, roadways, or other Town owned property, whether within its Rights of Way or not, that is caused by the negligent operation of the vehicles or equipment of LGS or any of its employees, agents, contractors, or subcontractors. LGS agrees to use best practices and best efforts to avoid damages to Owners' streets and roadways.

2.3 DBE Firms. LGS and all subcontractors shall take all necessary and reasonable steps to ensure that disadvantaged business enterprise firms can compete for and participate in the performance of a portion of the work in this contract and shall not discriminate on the basis of race, color, national origin, religion, or sex.

2.4 Means and Methods: Contractor shall perform only those Emergency Debris Removal and Disposal Services identified and selected by the Town. Contractor's performance of its work and services is left to the Contractor's own means and methods, for which the Contractor is solely responsible. LGS shall perform and control such means and methods in coordination with the Owner's monitoring contractor. Consistent with Article 4, Section 4.2, the Town and its monitoring contractor shall have no authority to direct LGS's work, and LGS shall control its means and methods for the performance of such work.

ARTICLE 3 – INDEPENDENT CONTRACTOR

3.1 Independent Contractor Relationship. Contractor is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations in connection with the personnel supplied and services provided by Contractor pursuant to this Agreement, including, but not limited to, workers' compensation insurance and unemployment insurance. Nothing in this Agreement shall be deemed to create an agency, partnership, or joint venture between the parties, nor shall this Agreement be interpreted or construed as creating or establishing the relationship of employer and employee between the Town and Contractor. Neither party hereto has the authority to act on behalf of or to enter into any contract, incur any liability or make any representation on behalf of the other party. It is expressly understood that the Contractor is an independent contractor in every respect.

ARTICLE 4 – COMPENSATION

4.1 Rates. Attached hereto as **Exhibit A** and made a part hereof, the same as if copied in full herein, is LGS's Fee Proposal Schedule. LGS shall receive for its services as may be specifically authorized by the Owner the fees set forth on Exhibit A. The payment obligation of the Owner under this Agreement shall not exceed $1,000,000.00 unless mutually agreed to in writing by both parties.

4.2 No Reimbursement Contingency. **The Parties understand and agree that payment of LGS by the Owner shall not be contingent upon the Owner being reimbursed by any Federal or state agency.** Payment to LGS shall be made for any work directed by the Owner, even that which may be determined by Federal and State agencies to be ineligible for reimbursement.

4.3 Invoices and Supporting Documentation. Contractors submit detailed invoices at intervals approved by the Town. All invoices shall be delivered to:

Attn: Clerk-Treasurer
1005 Ridge Road
Munster, Indiana 46321

Each invoice shall identify, at a minimum, for each individual whose time is billed: the individual's name, position or labor classification, data service, Task Order Number, number of hours worked, applicable hourly rate, work location, a reasonably detailed description of the services performed and statement of progress. Where applicable, invoices shall identify the corresponding debris operation, location of debris activities, project worksheet, or other project documentation sufficient to permit the Town and any reviewing governmental agency, including, but not limited to the Federal Emergency Management Agency ("FEMA") and/or the Indiana Division of Emergency Management ("IDEM") to verify the charge and ensure reimbursement by the governmental agency.

Contractor shall provide with each invoice such time records, receipts, logs, reports, supporting documentation, certifications, and other information as the Town may reasonably require to verify that the invoiced Services were performed and that the charges are eligible for reimbursement.

In order for both Parties herein to close their books and records, LGS will clearly state "Final Invoice" on LGS's final/last billing to the Town. Payment of an invoice shall not constitute acceptance of the Services, a waiver of any breach, or a waiver of the Town's right to subsequently question, audit, disallow, or seek reimbursement of any charge that is unsupported, inaccurate, duplicative, ineligible, or otherwise not payable under this Agreement.

4.4 Timing of Payment and Interest. Properly documented and approved invoices provided by the Monitor for the services of LGS shall be paid in accordance with Indiana Code § 5-17-5 *et seq.*, Indiana's Prompt Pay statute, and subject to the requirements thereof and other applicable law. The Town expressly reserves the right to assert the statutory exemption under Indiana Code §5-17-5-2 (a)(3) for good faith disputes pertaining to the services and associated expenses incurred in connection with this Agreement. Any late-payment penalty or interest shall be limited to the amount, if any, required by the Indiana Prompt Pay statute or other applicable law not to exceed

1% per month. No contractual interest, finance charge, service charge, or late-payment penalty in excess of that required by the Indiana Prompt Pay statute or other applicable law shall apply.

4.5 Audit. LGS shall maintain complete, accurate, and auditable records supporting all charges under this Agreement and shall make those records available to the Town, its representatives, auditors, FEMA, the State of Indiana, and other governmental entities having lawful audit or review authority. The Town's right to audit shall survive completion or termination of this Agreement.

ARTICLE 5 -- INSURANCE

5.1 Required Coverage. Throughout the term of this Agreement, Contractor shall procure and maintain at its sole cost and expense, insurance issued by insurers authorized to transact insurance in Indiana and reasonably acceptable to the Town, with coverage and limits not less than the following:

(i) **Commercial General Liability:** Not less than $1,000,000.00 per occurrence and $2,000,000.00 general aggregate, including coverage for bodily injury, property damage, personal and advertising injury, contractual liability, products and completed operations, and independent contractors.

(ii) **Automobile Liability:** Not less than $1,000,000.00 combined single limit per accident for bodily injury and property damage covering owned, hired, and non-owned automobiles and other vehicles used in connection with the provided services.

(iii) **Worker's Compensation:** Statutory worker's compensation coverage as required by Indiana law and the laws of any other jurisdiction applicable to Contractor's employees.

(iv) **Employers' Liability:** Not less than $1,000,000 each accident, $1,000,000 each employee for disease, and $1,000,000 policy limit for disease.

(v) **Professional Liability/Errors and Omissions:** Not less than $2,000,000.00 each claim and $2,000,000.00 annual aggregate covering negligent acts, errors, and omissions arising from Contractor's professional services, including debris removal, debris hauling, field documentation, reporting, reimbursement documentation and other professional services performed under this Agreement.

(vi) **Umbrella/Excess Liability:** Not less than $2,000,000.00 per occurrence and aggregate in excess of the Commercial General Liability, Automobile Liability, and Employers Liability policies.

The required limits may be satisfied through a combination of primary and excess or umbrella policies.

5.2 Additional Insureds. The Town of Munster, Indiana, and its elected and appointed officials, officers, boards, commissions, employees, agents, representatives, attorneys, and

volunteers shall be included as additional insureds under Contractor's Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability policies with respect to liability arising out-of-Contractor's performance of this Agreement.

Additional-insured coverage under the Commercial General Liability policy shall apply to both ongoing and completed operations.

(i) Primary and Noncontributory Coverage. Insurance maintained by contractor for the benefit of the Town and other additional insured shall be primary and noncontributory with respect to any insurance or self-insurance maintained by the Town. Any insurance or self-insurance maintained by the Town shall be excess of and shall not contribute to the Contractor's insurance.

(ii) Waiver of Subrogation. To the extent commercially available, Contractors shall cause its Commercial General Liability, Auto Liability, Workers Compensation, Employers Liability, and Umbrella/Excess Liability policies to include a waiver of subrogation in favor of the town and the other Indemnified Parties.

(iii) Claims-Made Coverage. If professional liability, cyber liability, or other required coverage is written on a claims- made basis:

a. The retroactive date shall be no later than the date Contractor first commenced Services under this Agreement;

b. Contractor shall continuously maintain such coverage throughout the performance of the Services; and

c. Contractor shall maintain equivalent coverage, or purchase an extended reporting period providing equivalent protection, for not less than three (3) years following final completion or termination of the Services.

5.3 Evidence of Insurance. Before commencing Services, Contractor shall furnish the Town certificates of insurance evidencing all required coverage and, upon request, copies of endorsements establishing additional-insured status, primary and non-contributory coverage, waiver of subrogation, and other requirements of this Section.

Certificates of insurance shall not alter, amend, or limit Contractor's obligations under this Agreement.

5.4 Cancellation or Material Reduction. Contractor shall provide the Town prompt written notice of any cancellation, nonrenewal, material reduction in coverage, exhaustion of applicable aggregate limits, or other material change affecting any insurance required by this Agreement. Contractor shall use commercially reasonable efforts to provide at least thirty (30) days' advance notice of cancellation or non-renewal, accept for a shorter period of results from non-payment of premium or applicable policy terms.

5.5 Subcontractors. Contractor shall require all subcontractors and subconsultants to maintain insurance appropriate to the nature and extent of their work and in amounts reasonably satisfactory

to the Town. Contractor shall remain responsible for the acts and omissions of its subcontractors regardless of whether insurance is available.

5.6 No Limitation of Liability. The insurance requirements of this Agreement establish minimum insurance requirements only and shall not be construed to limit Contractor's liability, indemnification obligations, defense obligations, or other responsibilities under this Agreement. The amount or availability of insurance shall not constitute a limitation on damages recoverable by the Town.

5.7 No Waiver. The Town's acceptance of a certificate of insurance, failure to request an endorsement or policy, or failure to identify a deficiency in Contractor's coverage shall not waive or modify Contractor's obligations under this Section.

ARTICLE 6 -- INDEMNIFICATION, DEFENSE AND HOLD HARMLESS

6.1 Indemnified Parties. For purposes of this Section, the "Indemnified Parties" shall mean the Town of Munster, Indiana, together with its elected and appointed officials, boards, commissions, officers, employees, agents, representative, attorneys, consultants, and volunteers, in their official and individual capacities.

6.2 General Indemnification. To the fullest extent permitted by applicable law, Contractor shall defend, indemnify, and hold harmless the Indemnified Parties from and against any and all claims, demands, causes of action, suits, proceedings, liabilities, obligations, damages, losses, judgments, liens, fines, penalties, assessments, costs, and expenses of every kind and nature including reasonable attorneys' fees, expert witness fees, consultant fees, investigation expenses, court costs, and costs of enforcement of this Section, arising out of, resulting from, or relating to:

(i) the performance or nonperformance of the Services by Contractor or any of its officers, employees, agents, representatives, subcontractors, subconsultants, or any person or entity for whom contractor is legally responsible;

(ii) any negligent act or omission, recklessness, willful misconduct, fraud, misrepresentation, or violation of law, regulation, ordinance, governmental requirement, or applicable grant requirement, applicable FEMA procurement requirements, by Contractor or any person or entity for whom contractor is responsible;

(iii) any breach of this Agreement or any representation, warranty, covenant, or obligation of Contractor;

(iv) bodily injury, sickness, disease, or death of any person, or injury to, destruction of, or loss of use of tangible or intangible property;

(v) any professional error or omission in the performance of the Services, including, but not limited to, performance of debris removal and disposal services;

(vi) any claim arising from Contractor's employment, supervision, compensation,

classification, payroll, benefits, taxes, or termination of its employees, agents, subcontractors, or other personnel;

(vii) any actual or alleged infringement, misappropriation, or violation of any patent, copyright, trademark, trade secret, license, proprietary right, or other intellectual-property right arising from any system, software, equipment, documentation, or material supplied or used by Contractor;

(viii) any violation of federal, state, or local law, statute, regulation, ordinance, or permit requirement by Contractor, its employees, agents, subcontractors, or personnel in connection with the contractor services, including violations of the Solid Waste Disposal Act, Clean Air Act, Federal Water Pollution Control Act, Energy Policy and Conservation Act, Occupational Safety and Health Act of 1970, Indiana Occupational Safety and Health Administration administrative regulations or any other environmental, health, safety, or labor law;

(ix) any unauthorized access to, loss of, destruction of, corruption of, disclosure of, or failure to protect data, records, confidential information, or electronically stored information within Contractor's possession or control; and

(x) any release, discharge, disposal, handling, transportation, or presence of hazardous, regulated, environmentally sensitive substances to the extent caused by a resulting from the acts or emissions of contractor or any person or entity for whom contractor is responsible.

6.3 Comparative Negligence; Limitations Required by Law. Contractor's obligations under this Section expressly apply to claims, damages, losses, and expenses caused in part by the negligent acts or omissions of an Indemnified Party, including the comparative negligence of an Indemnified Party, it being the express and unequivocal intention of the parties that Contractor's obligations are not limited solely to circumstances in which contractor is the exclusive cause of the loss.

6.4 Exceptions. Notwithstanding the foregoing, Contractor shall have no obligation to indemnify, defend, or hold harmless the Indemnified Parties to the extent that any loss is finally determined by a court of competent jurisdiction to have been caused solely by the negligence or willful misconduct of the Town, its officers, officials, or employees, and without any comparative negligence, act, or admission on the part of Contractor, its employees, agents, subcontractors, or personnel, or to the extent that indemnification is otherwise prohibited by Indiana Code § 26-2-5-1 or any other applicable law. Nothing in this Agreement shall be construed as a waiver by the Town or any other Indemnified Party of any immunity, defense, limitation of liability, notice requirement, or other protection available under the Indiana Torts Claim Act or other applicable law.

6.5 Defense Obligation. Contractor's duty to defend is separate from and in addition to its duty to indemnify. Contractor's duty to defend the Indemnified Parties under this Section shall arise immediately upon the assertion of any claim or commencement of any action or proceeding covered by this indemnification, regardless of the merit or ultimate outcome of such claim, action,

or proceeding. Contractor shall retain counsel that is reasonably acceptable to the Town to defend such claim, action, or proceeding and shall pay all costs and expenses of such defense, including attorneys' fees, expert fees, investigation costs, and court costs. The Town shall have the right, at its sole option and expense, to participate in the defense of any such claim, action, or proceeding through counsel of its own choosing.

6.6 Third-Party Claims Procedure. In the event of any claim, action, or proceeding by a third party for which indemnification is sought under this Section, the Town shall provide Contractor with prompt written notice of such claim, action, or proceeding; provided, however, that the Town's failure to provide such notice shall not relieve Contractor of its obligations under this Section except to the extent Contractor is materially prejudiced by such failure. Contractor shall not settle, compromise, or consent to the entry of any judgment with respect to any claim, action, or proceeding without the prior written consent of the Town, which consent shall not be unreasonably withheld, conditioned, or delayed.

6.7 Insurance; No Limitation of Liability. Contractor's obligations under this Section are independent of, and shall not be limited by, the availability or amount of insurance maintained by Contractor, any insurance policy limit, any limitation on the amount or type of damages payable under worker's compensation or other employee- benefit laws, or the amount of compensation paid or payable to Contractor under this Agreement. Contractor shall cause each subcontractor or subconsultant performing any portion of the Services to assume indemnification obligations consistent with this Section for the benefit of the Indemnified Parties.

6.8 No Waiver of Governmental Immunities. Nothing in this Section shall be construed as a waiver by the Town of any defense, immunity, or limitation on liability available to it under the Indiana Tort Claims Act (Indiana Code § 34-13-3-1 et seq.) or any other applicable federal or state law, including sovereign immunity, governmental immunity, official immunity, and statutory limitations on damages. The Town does not waive, and expressly reserves, all immunities, defenses, and limitations on liability to which it is entitled under Indiana law.

6.9 Survival. The obligations of Contractor under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect until all claims, actions, or proceedings covered by this indemnification have been fully and finally resolved and all losses have been fully paid or otherwise satisfied.

6.10 Independent Obligation. Contractor's obligations under this Section are independent of and in addition to Contractor's insurance obligations under this agreement and shall not be limited by the amount, scope, or terms of any insurance policy maintained by Contractor.

ARTICLE 7 – THE OWNER'S RESPONSIBILITIES

7.1 Access and Information. The Owner shall be responsible for providing access to all Project sites, and timely providing information required or requested by LGS during the course of the Project.

7.2 Monitors. Owner shall retain a competent and experienced monitoring company ("Monitor") to perform all monitoring services. The Parties understand and agree that the Monitor

shall have no authority to direct LGS's work on this Project and that LGS shall control its means and methods for the performance of such work.

7.3 Authority to Direct Work. The Owner understands and agrees it is important for LGS to receive any and all Project directives, changes, guidance and other scope-related correspondence (collectively "Directives") from authorized representatives of the Owner. As such, the Owner designates the below listed individuals as Owner representatives authorized to issue Directives to LGS on the Owner's behalf. In the event any additional Owner representatives are designated for this Project, the Owner shall promptly notify LGS of such designation(s) in writing.

Owner-designated representative: Joseph Hofferth

ARTICLE 8 – TERMINATION OF AGREEMENT

This Agreement may be terminated by either party for cause in case of: (i) breach of a material term or condition of this Agreement, (ii) LGS's failure to correct any defect within a reasonable time after receiving written notice thereof; or (iii) upon the bankruptcy, liquidation, or dissolution of LGS. Any termination for cause must be preceded by a written notice detailing the basis for default and provide the defaulting party ten (10) days in which to cure the default.

Notwithstanding the foregoing or any other provisions of the Agreement, this Agreement may be terminated by Town at any time for the convenience of the Owner without cause. The Town will provide LGS with two (2) days written notice of termination. The Town agrees to pay LGS for all work completed through the termination date subject to the terms, conditions, rights and remedies in Section 3.5 above. The Town shall be liable for payment of all work completed through the termination date until such amounts are fully and finally settled.

ARTICLE 9 – UNCONTROLLABLE FORCES (FORCE MAJURE)

Neither the Town nor LGS shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, strike, civil disturbance, sabotage, acts of terrorism, failures or fluctuations in electrical power or telecommunications equipment, governmental actions, and acts of God (each an "Event of Force Majeure").

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed or remedied. The Parties agree to undertake their performance under the Agreement with reasonable dispatch using their commercially reasonable efforts to minimize the consequences of any Event Force Majeure. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the

circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 10 – GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without reference to principles of conflict of laws, The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. Any and all legal action necessary to enforce the Agreement will be held in the applicable Indiana State Court embracing Munster, Indiana.

ARTICLE 11 – NOTICE

Any Notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, return receipt requested, postage prepaid, as follows:

As to the Town: **Town of Munster, Indiana**
Attn: Town Council President
1969 Central Avenue
Munster, IN 46405

As to LGS: **Looks Great Services of MS, Inc.**
Attn: Kristian Agoglia
1501 Highway 13 North
Columbia, MS 39429

Notices shall be effective when actually received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of LGS and the Town.

ARTICLE 12 – ENTIRE AGREEMENT

12.1 Documents Governing the Parties' Obligations. The Parties' Agreement shall consist of:

i. This Emergency Disaster Debris Removal and Disposal Agreement; and

ii. **Exhibit A** – Fee Proposal Schedule

The documents identified in Section 9.1(i) and (ii) collectively embody the entire Agreement of the Parties and supersede all prior and contemporaneous negotiations, quotations, correspondence, agreements and understandings relating to the subject matter hereof.

12.2 Conflicts. In the event of any conflicts or ambiguities between foregoing documents identified in Section 9.1(i) or (ii), the terms of this Disaster Debris Removal and Disposal Agreement shall control.

12.3 Amendments and Waiver. This Agreement may be amended only by a writing executed by each of the Parties. No action or failure to act by either party shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing by a duly authorized officer of the waiving party.

12.4 Strict Performance. Contractor's or the Town's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right Contractor or the Town may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

12.5 Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written consent of the Town, which shall not be unreasonably withheld

ARTICLE 13 – EQUAL EMPLOYMENT OPPORTUNITY

13.1 Equal Employment Opportunity. During the performance of this contract, the Contractor, LGS, agrees as follows:

i. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions

discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in

federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ARTICLE 14 – CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

14.1 Clean Air Act.

i. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

ii. Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

iii. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

14.2 Federal Water Pollution Control Act.

i. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

ii. Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

iii. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

ARTICLE 15 – SUSPENSION AND DEBARMENT

15.1 Suspension and Debarment.

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor, LGS, is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. Contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. LGS agrees to execute the Certification as a term of this Agreement.

ARTICLE 16 – SIMPLIFIED ACQUISITION THRESHOLD

16.1 Administrative, Contractual, or Legal Remedies.

i. For all contracts greater or equal to $350,000, which is the current Simplified Acquisition Threshold, Contractor, LGS, agrees to be bound by the administrative, contractual, or legal remedies set forth in the State of Indiana, General Conditions, which govern contractors' violation or breach of contract terms and appropriate sanctions and penalties.

ARTICLE 17 – TERMINATION FOR CAUSE AND CONVENIENCE

17.1 Termination for Cause and Convenience.

i. For all contracts in excess of $10,000, Contractor agrees to be bound by the termination for cause and for convenience provisions set forth in the State of Indiana, General Conditions.

ARTICLE 18 – PROCUREMENT OF RECOVERED MATERIALS AND SOLID WASTE DISPOSAL ACT

18.1 Procurement of Recovered Materials.

i. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Solid Waste Disposal Act of 1965, as amended (42 U.S.C.A. § 6901, et seq.). In performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

a. Competitively within a timeframe providing for compliance with the contract performance schedule;

b. Meeting contract performance requirements; or

c. At a reasonable price.

ii. Contractor agrees to comply to the designated requirements within the EPA's Comprehensive Procurement Guidelines.

iii. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR Part 247 that contain the highest level of competition, where the purchase price of the item exceeds $10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

18.2 Domestic Preference for Procurements.

i. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ARTICLE 19 – TELECOMMUNICATIONS EQUIPMENT OR SERVICES

19.1 Prohibition on Contracting for Covered Telecommunications Equipment or Services.

i. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause---

ii. Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

b. Unless an exception in paragraph (iii) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunication equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

iii. Exceptions.

a. This clause does not prohibit contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

b. By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

1. Are not used as a substantial or essential component of any system; and

2. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

iv. Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (iv)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (iv)(a) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name;

supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (iv)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

v. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

ARTICLE 20 – PROCUREMENT OF RECOVERED MATERIALS

20.1 Procurement of Recovered Materials.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

a. Competitively within a timeframe providing for compliance with the contract performance schedule;

b. Meeting contract performance requirements; or

c. At a reasonable price.

ii. Contractor agrees to comply to the designated requirements within the EPA's Comprehensive Procurement Guidelines.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

ARTICLE 21 – BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §

1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor will complete the below CERTIFICATION REGARDING LOBBYING.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

ARTICLE 22 – CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

22.1 Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives

compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

22.2 Violation. liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

22.3 Withholding Process. The Town may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph Section on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the Contractor under this Agreement, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

22.4 Priority to withheld funds. The Department of Labor has prior to funds withheld or to be withheld in accordance with 29 C.F.R. § 5.5(a)(2)(i) or 29 C.F.R. § 5.5(b)(3)(i) of this section, or both, over claims to those funds by:

(i) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(ii) A contracting agency for its re-procurement costs;

(iii) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(iv) a contractor's assignee(s);

(v) a contractor's successor(s); or

(vi) a claim asserted under the Prompt Payment Act, 31 U.S.C. §3901-3907.

22.5 Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors

to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section. In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest form the date of the underpayment or loss due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

22.6 Anti-retaliation. It is unlawful for a any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or I any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) informing any other person about their rights under CWHSSA or this part.

ARTICLE 23 – RELATIONSHIP WITH MONITOR CONTRACTORS; INDEPENDENCE AND CONFLICTS OF INTEREST

23.1 Independent Monitoring. Contractor acknowledges as a part of its engagement for debris removal operations, its Services will be monitored by an independent and impartial monitoring contractor. Contractor shall always exercise independent professional judgment and shall perform its Services solely in the interest of the Town. No monitoring entities shall direct or control Contractor's performance of its services or determine Contractor's staffing, direct Contractor personnel, modify Contractor's records, approve Contractor's invoices, or otherwise interfere with Contractor's performance of Services.

23.2 No Financial Interest. Contractor represents and warrants that, following reasonable inquiry, neither Contractor nor any of its owners, officers, directors, managers, employees assigned to this project, affiliates, or subcontractors has any undisclosed direct or indirect ownership interests, financial interest, compensation arrangement, commission, referral arrangement, profit-sharing arrangement, contingent fee, or other material financial relationship with any monitoring contractor or other entity who is engaged to monitor Contractor's work. Contractor shall not enter into any such relationship during the term of this Agreement without first providing full written disclosure to and obtaining the written approval of the Town.

23.3 Gifts and Gratuities. Contractor and its personnel shall not solicit, accept or provide any commission, payment, gratuity, gift, entertainment, favorite, rebate, kickback, or thing of material value from or to any monitoring contractor or other entity who is engaged to monitor Contractor's work or services, except for items of nominal value consistent with applicable law and Town policy.

23.4 Disclosure Obligation. Contractor shall immediately disclose in writing to the Town any actual potential, or apparent conflict of interest arising during performance of this Agreement, including any personal, family, employment, ownership, financial, or business relationship that could reasonably call into question Contractor's independence or impartiality. The duty of disclosure is continuing throughout the term of this Agreement.

23.5 Town Remedies. If the Town reasonably determines that an actual, potential, or apparent conflict of interest may impair Contractor's independence or create an unacceptable risk to the integrity or eligibility of the project, the Town may require Contractor, at Contractor's expense, to implement appropriate mitigation measures, removal replace affected personnel or subcontractors, cease the conflicting activity, other reasonable corrective action. A material undisclosed conflict of interest or Contractor's refusal or failure to implement reasonable corrective measures required by the Town shall constitute a material breach of this Agreement.

23.6 No Partnership or Joint Venture. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment relationship, or other relationship between Contractor and any monitoring contractor or between Contractor and the Town other than the independent-contractor relationship especially established by this Agreement.

23.7 Subcontractors. Contractor shall impose the requirements of this Section upon every subcontractor, subconsultant, and other person or entity performing a material portion of the Services on Contractor's behalf.

ARTICLE 24 – ACCESS TO RECORDS

The Contractor, LGS, agrees to provide the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

ARTICLE 25 – DISASTER RECOVERY REFORM ACT OF 2018

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Town and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

ARTICLE 26 - DHS SEAL, LOGO, and FLAGS

The Contractor, LGS, shall not use the DHS and/or its components (e.g., FEMA, CISA, etc.) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific written permission from DHS preapproval. The Contractor shall include this provision in any subcontracts.

ARTICLE 27 – COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

ARTICLE 28 – NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Town, contractor, or any other party pertaining to any matter resulting from the contract.

ARTICLE 29 – PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor, LGS, acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

ARTICLE 30 – MISCELLANEOUS

30.1 Amendment. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives. This Agreement can only be amended or modified in a written document signed by both Contractor and the Town.

30.2 Invalidity, Unenforceability and Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. If any provision of this Agreement shall be deemed unlawful, void or unenforceable for any reason, it shall be deemed severable, and in no way shall affect the validity or enforceability of, the remaining provisions of this Agreement.

30.3 Construction. This Agreement shall not be construed or interpreted in favor of or against Contractor or the Town on the basis of draftsmanship or preparation of the Agreement.

30.4 Counterparts. This Agreement and any amendment, waiver, approval or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one

and the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver, approval or consent relating hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

30.5 Survival. All rights and obligations of the parties hereto that either expressly, or by their nature, survive the expiration or termination of this Agreement shall survive such expiration or termination.

IN WITNESS WHEREOF, the Town of Munster, Indiana and LGS have executed this AGREEMENT as of the day and year first above written.

OWNER:
Town of Munster, Indiana
By Authorized Agent
Joseph Hofferth
Town Council President

By: _____
Print: JOSEPH HOFFERTH

LOOKS GREAT SERVICES OF MS, INC.

By: _____
Print: Jerry Day

ATTEST:
By: _____
Print: Wendy Mis

Effective Date: 08/22/2026

STATE OF Indiana)
)
COUNTY OF Lake)

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this 21st day of August, 2026, within my jurisdiction, the within named, Joseph Hofferth, who acknowledged to me that they are Council President respectively, of Munster Town, Council, a governmental subdivision of the State of Indiana, and that in said representative capacity, they executed the above and foregoing instrument, after first having been duly authorized so to do.

By: _____ Elizabeth Malagon
NOTARY PUBLIC

My commission expires:

_____
(SEAL)

ELIZABETH MALAGON
Notary Public, State of Indiana
Lake County
Commission # NP0622460
My Commission Expires
November 17, 2026

STATE OF Oklahoma)
)
COUNTY OF Oklahoma)

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this 22 day of August, 2026, within my jurisdiction, the within named, Jerry Day, who acknowledged to me that he is Secretary, of Looks Great Services of MS, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do..

Randi Ownbey
NOTARY PUBLIC

My commission expires:

04/19/2028
(SEAL)



EXHIBIT A
FEE PROPOSAL SCHEDULE
EMERGENCY DEBRIS REMOVAL AND DISPOSAL SERVICES
PROJECT:

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE
	Debris Hauling Management*		
1	Loading and Hauling of Eligible Vegetative Debris from ROW to Approved Temporary Debris Management Site (TDMS) or Disposal Site Per Cubic Yard		
1A	0.0-10.0 Miles One Way	CY	$ 9.50
1B	10.01-20.0 Miles One Way	CY	$ 10.00
1C	20.01+ Miles One Way	CY	$ 10.50
2	Loading and Hauling of Eligible Construction and Demolition Debris from ROW to Approved Temporary Debris Management Site (TDMS) or Disposal Site Per Cubic Yard		
2A	0.0-10.0 Miles One Way	CY	$ 9.50
2B	10.01-20.0 Miles One Way	CY	$ 10.00
2C	20.0.1+ Miles One Way	CY	$ 10.50
3	Land Based Loading and Hauling of Eligible Vegetative Debris from Creeks, Canals Streams or Utility ROW to TDMS or Disposal site per Cubic Yard		
3A	0.0-10.0 Miles One Way	CY	$ 16.00
3B	10.01-20.0 Miles One Way	CY	$ 18.00
3C	20.0.1+ Miles One Way	CY	$ 20.00
4	Land Based Loading and Hauling of Eligible Construction and Demolition Debris from Creeks, Canals Streams or Utility ROW to TDMS or Disposal site per Cubic Yard		
4A	0.0-10.0 Miles One Way	CY	$ 18.00
4B	10.01-20.0 Miles One Way	CY	$ 20.00
4C	20.0.1+ Miles One Way	CY	$ 24.00
5	Operate TDMS – Includes Clearing, Preparation of Site, Segregation of Debris, Restoration of Site and Closeout	CY	$ 1.35
6	Reduction of Vegetative Debris at the TDMS by Grinding/Chipping	CY	$ 4.00
7	Reduction of Vegetative Debris at the TDMS by Open-Air Burning	CY	$ 2.15
8	Reduction of Vegetative Debris & C&D at the TDMS by Forced-Air Burning	CY	$ 3.00
9	Reduction of C&D Debris at the TDMS by Compaction	CY	$ 2.95
10	Loading, Haul and Final Disposal of Reduced Vegetative Debris (Wood Chips) from TDMS to Final Disposal Site (Tipping Fees Shall be a Pass-Through Cost to client)		
10A	0.0-10.0 Miles One Way	CY	$ 5.50
10B	10.01-20.0 Miles One Way	CY	$ 6.50
10C	20.01-30.0 Miles One Way	CY	$ 8.00
10D	30.01-40.0 Miles One Way	CY	$ 10.00
11	Loading, Haul and Final Disposal of Reduced Vegetative Debris (Ash) from TDMS to Final Disposal Site (Tipping Fees Shall be a Pass-Through Cost to the client)		
11A	0.0-10.0 Miles One Way	CY	$ 13.00
11B	10.01-20.0 Miles One Way	CY	$ 15.00
11C	20.01-30.0 Miles One Way	CY	$ 17.00
11D	30.01-40.0 Miles One Way	CY	$ 20.00
12	Loading, Haul and Final Disposal of Reduced Construction and Demolition Debris (C&D) from TDMS to Final Disposal Site (Tipping Fees Shall be a Pass-Through Cost to the Client)		
12A	0.0-10.0 Miles One Way	CY	$ 6.00
12B	10.01-20.0 Miles One Way	CY	$ 7.00
12C	20.01-30.0 Miles One Way	CY	$ 8.50
12D	30.01-40.0 Miles One Way	CY	$ 10.50
	Trees, Stumps & Other Debris Items		
13	Leaning/Hazardous Tree Removal, 4" – 12" (Cut and Drop)	EACH	$ 200.00
14	Leaning/Hazardous Tree Removal, 12.1" – 23" (Cut and Drop)	EACH	$ 350.00
15	Leaning/Hazardous Tree Removal, 23.1" - 36" (Cut and Drop)	EACH	$ 600.00
16	Leaning/Hazardous Tree Removal, greater than 36" (Cut and Drop)	EACH	$ 1000.00
17	Removal of Hanging Limbs >1.5 inches in the ROW (Per Tree) (Cut and Drop)	EACH	$ 85.00
18	Hazardous Stump Removal – 24" – 35"	EACH	$ 500.00
19	Hazardous Stump Removal – 36" – 48"	EACH	$ 700.00
20	Hazardous Stump Removal – Greater than 48"	EACH	$ 800.00
21	Loading & Hauling of White Goods to Approved Site	EACH	$ 80.00
22	Loading & Hauling of Electronic Waste to Approved Site	EACH	$ 75.00
23	Collect & Dispose of Hazardous Household Waste to Approved Site	EACH	$ 40.00
24	Disposal Site Inspection Tower (Erection and Removal)	EACH	$ 3500.00
25	Demolition Non-RACM Town Owned Structures	SF	$ 5.50

	Debris Hauling and Management*		
26	Grapple Truck (45 CY+) w/Operator	Hour	$ 265.00
27	Trailer (40 CY +)	Hour	$ 30.00
28	Arial Bucket Truck (55'+) w/Operator	Hour	$ 185.00
29	Skid Steer w/Operator	Hour	$ 175.00
30	Front End Wheel Loader w/Operator	Hour	$ 195.00
31	Laborer w/Chainsaw	Hour	$ 85.00
32	Foreman w/ 1/2 Ton Pick Up Truck	Hour	$ 100.00
33	Superintendent w/ 1/2 Ton Pick Up Truck	Hour	$ 105.00
34	30+ Ton Crane w/Operator	Hour	$ 450.00
35	Climber w/gear	Hour	$ 110.00
36	Equipment Transport	Hour	$ 110.00
37	Removal and Disposal of eligible power poles, cross arms, insulators, hardware and incidental utility damaged assets from the Roadway or Electrical Line/Utility Right of Way (ROW) (Tipping Fees Shall be a Pass-Through Cost to the Client)	CY	$ 190.00
38	Removal and Delivery to a designated facility all transformers, regulators, coil reclosures and capacitors. (Tipping Fees Shall be a Pass-Through Cost to the Client)	EACH	$ 785.00
39	Loading, Hauling & Disposal of Electronic Waste (Conductor, Static Wire & Guy Wire) (Tipping Fees Shall be a Pass through Cost to the Client)	TON	$ 495.00
	NOTE: Tipping Fees will be passed through to the town at no mark up		

* The Town and Prime Contractor will select which option, or combination of options, to utilize in this contract.

Looks Great Services of MS, Inc.

Signature: _____ Date: 08/22/2026

Town of Munster, Indiana Authorized Signature

Signature: _____ Date: 8-21-26

EMERGENCY DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES AGREEMENT-ADDENDUM 1

OWNER: **TOWN OF MUNSTER, IN**

CONTRACTOR: **LOOKS GREAT SERVICES OF MS, INC.**

EMERGENCY DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES AGREEMENT BETWEEN THE TOWN OF MUNSTER, IN AND LOOKS GREAT SERVICES OF MS, INC.

Not to Exceed Extension

The $1,000,000.00 not to exceed amount in Article 3 – Compensation of the original agreement is amended to $1,100,000.00

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates written below.

OWNER:

Town of Munster, Indiana

By: Jaime Reyes

Print: _Jaime_Dan_Reyes-Hildel_____

Date: _____8/29/2026_____

LOOKS GREAT SERVICES OF MS, INC.

By: Sean Hunt

Print: Sean Hunt

Date: 08/29/2026

EMERGENCY DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES AGREEMENT-ADDENDUM 2

OWNER: **TOWN OF MUNSTER, IN**

CONTRACTOR: **LOOKS GREAT SERVICES OF MS, INC.**

EMERGENCY DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES AGREEMENT BETWEEN THE TOWN OF MUNSTER, IN AND LOOKS GREAT SERVICES OF MS, INC.

Not to Exceed Extension

The $1,100,000.00 not to exceed amount in Addendum 1 agreement is amended to $1,200,000.00

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates written below.

OWNER:

Town of Munster, Indiana

By: Jaime Reyes

Print: Jaime Dan Reyes-Hildel

Date: 8/30/2026

LOOKS GREAT SERVICES OF MS, INC.

By: Sean Hunt

Print: Sean Hunt

Date: 08/30/2026

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into effective as of the 18th day of August, 2026 (the "Effective Date"), by and between THE TOWN OF MUNSTER, INDIANA (the "Town" or "Applicant") and DEBRISTECH, LLC, a Mississippi limited liability company (the "Contractor").

RECITALS

WHEREAS, the Town desires to engage Contractor to perform certain Contractor Services (as hereinafter defined) and Contractor desires to perform such Contractor Services, all on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duties of Contractor. Effective as of the date of this Agreement, Contractor agrees to supply personnel as specifically requested in writing by the Town to perform the services described in Exhibit A attached hereto (collectively, the "Contractor Services").

2. Independent Contractor Relationship. Contractor is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations in connection with the personnel supplied and services provided by Contractor pursuant to this Agreement, including, but not limited to, workers' compensation insurance and unemployment insurance. Nothing in this Agreement shall be deemed to create an agency, partnership, or joint venture between the parties, nor shall this Agreement be interpreted or construed as creating or establishing the relationship of employer and employee between the Town and Contractor. Neither party hereto has the authority to act on behalf of or to enter into any contract, incur any liability or make any representation on behalf of the other party. It is expressly understood that the Contractor is an independent contractor in every respect.

3. No Exclusive Duty. The Contractor shall devote sufficient time, attention, personnel and other resources to perform the Contractor Services, provided, however, the Contractor shall not be required to perform work exclusively for the Town, and Contractor may have other business interests and may engage in other activities in addition to those relating to the Town.

4. Term. The term of this Agreement shall commence on the Effective Date and terminate on October 9, 2026, subject to the provisions of Paragraphs 5 and 6 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended in thirty (30) day increments as set forth in Section 5 below or otherwise extended pursuant to mutually agreeable written terms.

5. Termination. Either party shall have the right to terminate this Agreement immediately upon written notice thereof to the other party, if such other party breaches any of the material terms of this Agreement or fails to perform or observe any of its material obligations hereunder, and such breach or failure is not cured within a period of thirty (30) days after the receipt by such party of written notice of such breach or failure specifying the nature of the breach or failure. The Town or Contractor may terminate

this Agreement for convenience and without cause at any time for any reason without any further obligation to the other party by providing the other party with two (2) days written notice. In the event of termination in accordance with this Paragraph, the Town shall pay Contractor for services rendered (as set forth in Paragraph 6 of this Agreement) through the effective termination date, and the Town shall be liable for the same until such amounts are fully and finally settled.

(a) Authority to Modify, Change or Direct Work. The Town understands and agrees it is important for Contractor to receive any and all Project directives, changes, guidance and other scope-related correspondence (collectively "Directives") from authorized representatives of the Town. As such, the Town designates the below listed individuals as Town representatives authorized to issue Directives to Contractor on the Town's behalf. In the event any additional Town representatives are designated for this Project, the Town shall promptly notify Contractor of such designation(s) in writing.

Town-designated representative: _____

6. Compensation; Invoicing; Not-to-Exceed Amount.

(a) Hourly Rates. Subject to the terms and conditions of this agreement, the Town shall compensate contractor only for Services performed and authorized under this agreement at the applicable hourly rates set forth in Exhibit B. The hourly rates stated in Exhibit B are fixed, fully loaded labor rates and include all wages, salaries, payroll taxes, employee benefits, administrative expenses, overhead, and profit associated with the personnel performing the services.

(b) Overtime. For each hour of services provided by any Contractor personnel in excess of forty (40) hours per week, the Town will pay Contractor at one and one-half times (1.5x) the hourly rate on Exhibit B. Contractor agrees that it will be its responsibility to pay employees who work in excess of forty (40) hours per week overtime at a rate of one and one-half (1 1/2) the hourly rate payable to that employee. Contractor shall be solely responsible for satisfying any obligation it may have to pay overtime, premium wages, or other additional compensation to its employees or subcontractors.

(i) Compliance with the Contract Work Hours and Safety Standards Act. Contractor agrees it shall be solely responsible for the compliance with the Contract Work Hours and Safety Standards Act provisions outlined in Paragraph 16 of this Agreement.

(c) Other Costs and Expenses. The Town shall reimburse the Contractor for all vehicle mileage and per diem expenses (including lodging and meals) incurred by Contractor's personnel that are reasonably necessary for performance of the Services, adequately documented, and permitted by applicable federal, state, and local law and applicable grant requirements. Reimbursable costs shall be billed at Contractor's actual cost without markup. Travel and per diem expenses shall not exceed the then-applicable federal General Services Administration rates. The Town shall have no obligation to reimburse undocumented, unreasonable, or ineligible costs.

(d) Invoices and Supporting Documentation. Contractors submit detailed invoices at intervals approved by the Town. Each invoice shall identify, at a minimum, for each individual

whose time is billed: the individual's name, position or labor classification, data service, number of hours worked, applicable hourly rate, work location, and a reasonably detailed description of the services performed. Where applicable, invoices shall identify the corresponding debris operation, load tickets, monitoring location, disposal site, project worksheet, or other project documentation sufficient to permit the Town and any reviewing governmental agency to verify the charge.

Contractor shall provide with each invoice such time records, receipts, logs, reports, supporting documentation, certifications, and other information as the Town may reasonably require to verify that the invoiced Services were performed and that the charges are eligible for reimbursement.

Payment of an invoice shall not constitute acceptance of the Services, a waiver of any breach, or a waiver of the Town's right to subsequently question, audit, disallow, or seek reimbursement of any charge that is unsupported, inaccurate, duplicative, ineligible, or otherwise not payable under this Agreement.

(e) Not-to-Exceed Amount. The total compensation payable by the Town under this Agreement shall not exceed **Two Hundred, Fifty Thousand Dollars** ($250,000.00) unless the amount is increased by a written amendment executed by the Town Council President.

The **Two Hundred, Fifty Thousand Dollar** ($250,000.00) amount constitutes the ceiling price and not-to-exceed amount for purposes of this Agreement. Contractor shall not perform or incur charges in excess of that amount without prior written authorization by the Town Council President, and any amount incurred in excess of the ceiling price without such authorization shall be incurred by Contractor at its own risk and shall not be the Town's obligation.

Contractor shall provide written notice to the Town when aggregate charges under this Agreement reaches fifty percent (50%), seventy percent (75%), eighty percent (80%), and ninety (90%) of the not-to-exceed amount. Such notice shall include Contractor's estimate of the remaining Services, anticipated staffing, expected completion date, projected total cost and strategic plan for completing Services within the not-to-exceed amount.

Contractor shall manage its staffing and performance to avoid an unanticipated interruption of monitoring services as the not-to-exceed amount is approached. Contractor shall not suspend services solely because the not-to-exceed amount is approaching without providing the Town with reasonable advance written notice and cooperating with the Town in an orderly continuation, modification, or transition of the Services provided the Town agrees that the Contractor has the right to suspend its performance of Services at such time as the amount of the Services performed reaches the not-to-exceed amount.

Nothing in this subsection authorizes Contractor to exceed the not-to-exceed amount absent a written amendment executed by the Town Council President.

(f) Payment. Properly document documented and approved invoices shall be paid in accordance with Indiana Code § 5-17-5 *et seq.*, Indiana's Prompt Pay statute, and subject to the requirements thereof and other applicable law. The Town expressly reserves the right to assert the statutory exemption under Indiana Code §5-17-5-2 (a)(3) for good faith disputes pertaining to the services and associated expenses incurred in connection with this Agreement. Any late-payment

penalty or interest shall be limited to the amount, if any, required by the Indiana Prompt Pay statute or other applicable law. No contractual interest, finance charge, service charge, or late-payment penalty in excess of that required by the Indiana Prompt Pay statute or other applicable law shall apply.

(g) Audit. Contractor shall maintain complete, accurate, and auditable records supporting all charges under this Agreement and shall make those records available to the Town, its representatives, auditors, FEMA, the State of Indiana, and other governmental entities having lawful audit or review authority. The Town's right to audit shall survive completion or termination of this Agreement.

7. Taxes. Contractor shall be solely responsible for the payment of all taxes and/or assessments imposed on the payments of compensation for the performance of services outlined herein, including, without limitation, any unemployment insurance or tax, self-employment tax, federal, state and foreign income taxes, and any federal social security payment or similar taxes (and Contractor shall provide evidence to the Town, upon the Town's request, that such have been paid). Notwithstanding, the Town may withhold from any amounts payable under this Agreement such federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation; provided, however, that the Town shall provide the Contractor with written substantiation of withholding and remittance of such taxes upon Contractor's request.

8. No Breach. Each party hereby represents and warrants to the other party that: (a) it has all right, power and authority to grant the rights granted herein and to perform all of its obligations hereunder; (b) by entering into this Agreement and performing the obligations herein, it will not breach or violate any agreement, charter, instrument or other document to which it is a party or otherwise bound; and (c) it is currently in compliance and, throughout the term of this Agreement, it shall comply, in all material respects, with all applicable laws, rules and regulations.

9. Non-Disclosure Subject to Public Records Act. For purposes of this Agreement, "Confidential Information" means any information designated by Contractor as "Confidential" in writing and which Contractor identifies as confidential financial information, trade secrets, or commercial or financial information that is privileged, confidential as defined by Indiana Code § 5-14-3-4 (a)(4) or otherwise exempted under APRA and is additionally accompanied with a brief explanation of the basis for the claimed exemption. Each party shall maintain the confidentiality of all Confidential Information disclosed by the other party and shall not use or disclose such Confidential Information except as permitted by this Agreement or as required by law.

(a) Public Records Act Compliance. Notwithstanding any other provision of this Agreement, to the extent the Town is subject to the Indiana Access to Public Records Act, Indiana Code § 5-14-3-1 *et seq.* ("APRA"):

(i) Disclosure Authority. The Town retains sole authority to determine whether any record subject to this agreement must be disclosed under APRA, and Contractor acknowledges that the Town cannot agree to withhold records from disclosure unless a specific exemption under APRA applies.

(ii) Identification of Confidential Information. Contractor may identify in writing any information it provides to the town that contractor reasonably believes constitutes confidential financial information, trade secrets, or commercial or financial information that is privileged or confidential as contemplated by Indiana Code § 5-14-3-4 (a)(4) or other applicable APRA exemptions. Such identification shall include a brief explanation of the basis for the claimed exemption.

(iii) Notice and Response. If the Town receives a public records request for information identified by Contractor as confidential pursuant to Section 9(a)(2), the Town shall notify Contractor promptly and provide Contractor with ten (10) business days to seek a protective order or other appropriate relief. The Town shall cooperate reasonably with Contractor in any such effort, but final disclosure decisions shall remain with the Town in accordance with APRA and applicable law.

(iv) Required Disclosure Not a Breach. Disclosure by the Town of any information pursuant to APRA or other applicable law, or pursuant to a lawful order of a court or governmental authority, shall not constitute a breach of this Agreement, provided that the Town has complied with the notice provisions of Section 9 (a)(3) if applicable.

(b) Standard of Care. Subject to section 9 (a), each party shall use reasonable care to protect Confidential Information.

(c) Exceptions. The confidentiality obligations set forth in this Section shall not apply to information that:

(i) Is or becomes publicly available through no breach of this Agreement by the receiving party;

(ii) Was rightfully in the receiving party's possession prior to disclosure by the disclosing party, as evidenced by the receiving party's written records;

(iii) Is rightfully received by the receiving party from a third party without breach of any confidentiality obligation; or

(iv) Is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as evidenced by the receiving party's written records.

9A. Ownership, Access, Security and Preservation of Project Data and Records.

(a) Project Records. For purposes of this Agreement, "Project Records" means all records, information, data, documents, work product, reports, photographs, video, load tickets, electronic tickets, ticket images, GPS information, geographic information system data, coordinates, measurements, calculations, field notes, inspection records, logs, databases, spreadsheets, correspondence, certifications, invoices, supporting documentation, reimbursement documentation,

FEMA-related documentation, and other materials created, collected, received, maintained, or generated by contractors specifically in connection with the services, regardless of form or medium.

(b) Town Ownership. All Project Records shall be the property of the Town upon creation, subject to the Contractor's ownership of its background technology as provided below to the extent any ownership interest in Project Records would otherwise vest in Contractor, Contractor hereby assigns that interest to the Town.

Contractor may retain copies of Project Records only as reasonably necessary for its legal, regulatory, insurance, or record retention obligations and subject to all confidentiality, security, public record, and other obligations imposed by this Agreement in applicable law.

(c) Contractor Background Technology. Contractor shall retain ownership of software, systems, methodologies, templates, processes, know how, source code, and other intellectual property developed or owned by contractor independently of this project ("Background Technology"). To the extent Background Technology is incorporated into or necessary for the Town to access, read, reproduce, audit, verify, or use Project Records, Contractor grants the Town a perpetual, irrevocable, non-exclusive, royalty-free license to use such Background Technology for those purposes. Nothing in this subsection shall permit Contractor to restrict the Town's access to or use of Public Records on the ground that such records are stored within, generated by, or accessible through the Contractor's proprietary system.

(d) Town Access. The Town shall have continuous and timely access to Project Records throughout the performance of the Services. Contractor shall provide the Town with administrative or other appropriate access to electronic ticketing, GIS, reporting, and project management systems utilized in connection with the Services to the extent necessary for the Town to monitor the project, review Contractor's work, and satisfy audit and reimbursement requirements. Contractor shall not disable, restrict, suspend, or condition the Town's access to project records because of a payment dispute or other contractual dispute.

(e) Data Portability. Upon request by the Town and upon completion or termination of this Agreement, Contractor shall promptly provide the Town with a complete electronic copy of all Project Records in a commonly readable and reasonably usable format designated by the Town. Data shall be provided without encryption, access restrictions, proprietary file limitations, or technological impediments that would materially interfere with the Town's ability to access and use the Project Records. Contractor shall provide reasonable assistance in transferring Project Records to the Town or a successor Contractor without additional charge except for extraordinary services expressly approved in writing by the Town.

(f). Accuracy and Integrity. Contractor shall maintain appropriate controls to protect the accuracy, integrity, completeness, and authenticity of Project Records, including electronic load-ticket and GPS data. Contractor shall maintain appropriate audit trails sufficient to identify the creation and material modification of electronic Project Records.

Contractor shall promptly notify the Town upon discovering any material loss, alteration, corruption, duplication, discrepancy, or inaccuracy in Project Records and shall take appropriate

corrective action at Contractor's expense to the extent the condition resulted from Contractor's acts or omissions.

(g) Data Security. Contractor shall employ commercially reasonable administrative, technical, and physical safeguards appropriate to the nature of the Project Records and shall protect Project Records against unauthorized access, acquisition, alteration, destruction, loss, use, or disclosure. Contractor will notify the Town promptly, and in no event later than twenty-four (24) hours after discovery, of any actual or reasonably suspected security incident materially affecting Project Records or the systems used to store or process Project Records. Contractor shall cooperate fully with the Town in investigating, mitigating, documenting, and responding to the incident.

(h) Preservation and Destruction. Contractor shall preserve Project Records for the period required by applicable federal and state law, applicable FEMA or other grant requirements, the Town's records-retention requirements, and any applicable litigation hold or audit requirement. Contractor shall not destroy Project Records relating to this Agreement without prior written authorization from the Town after expiration of all applicable retention requirements.

(i) Public Records. Contractor acknowledges that Project Records may constitute Public Records subject to disclosure under Indiana law. Contractor shall cooperate with the Town in responding to public-record requests in accordance with Cection 9 and applicable law. Contractor shall not designate Project Records as confidential, proprietary, or trade secret merely because such records are maintained within Contractor's proprietary systems.

(j) Survival. Contractor's obligations concerning ownership, access, transfer, preservation, confidentiality, security, audit, and use of Project Records shall survive expiration or termination of this Agreement.

10. Dispute Resolution.

(a) Should any dispute between the Parties arise under this Agreement (a "Dispute"), written notice of such Dispute shall be delivered from one party to the other and thereafter, the parties, through their appointed representatives or designees (each an "Authorized Representative"), shall first meet and attempt to resolve the Dispute in face-to-face negotiations.

This meeting shall occur within thirty (30) days of the date on which a written notice of such Dispute is received from the complaining party.

(b) If no resolution is reached through the informal process set forth in Section 10(a) above, at the direction of either party's Authorized Representative, the parties shall engage in non-binding mediation. The mediation shall be conducted in Munster, Indiana by a single mediator mutually selected by the parties. The parties shall share equally in the fees of the mediator. If the Dispute remains unresolved for a period of at least sixty (60) days following the mediation, either party may seek any remedy at law or in equity that may be available. Any disputes shall be brought in the appropriate court of Lake County, Indiana.

11. Relationship With Debris Removal Contractors; Independence and Conflicts of Interest.

(a) Independent Monitoring. Contractor acknowledges that an essential purpose of its engagement is to provide independent and impartial monitoring, documentation, verification, and oversight of debris removal operations performed by third parties. Contractor shall at all times exercise independent professional judgment and shall perform its services solely in the interest of the Town and in accordance with this Agreement and applicable government requirements. No debris removal contractor, hauling contractor, disposal facility, reduction site operator, or other monitored entities (collectively, "Monitored Entities") shall direct or control Contractor's performance of the services, determine Contractor's staffing, direct Contractor personnel, modify Contractor's records, approve Contractor's invoices, or otherwise interfere with Contractor's independent monitoring responsibilities. Likewise, Contractor does not direct or control Monitored Entities' performance of the services, determine Monitored Entities' staffing, direct Monitored Entities' personnel, modify Monitored Entities' records, approve Monitored Entities' invoices, or otherwise interfere with Monitored Entities' responsibilities and Contractor is not responsible for the acts or operations of Monitored Entities.

(b) No Financial Interest. Contractor represents and warrants that, following reasonable inquiry, neither Contractor nor any of its owners, officers, directors, managers, employees assigned to this project, affiliates, or subcontractors has any undisclosed direct or indirect ownership interests, financial interest, compensation arrangement, commission, referral arrangement, profit-sharing arrangement, contingent fee, or other material financial relationship with any debris removal contractor or other entity whose work Contractor is engaged to monitor under this Agreement. Contractor shall not enter into any such relationship during the term of this Agreement without first providing full written disclosure to and obtaining the written approval of the Town.

(c) Gifts and Gratuities. Contractor and its personnel shall not solicit or accept any commission, payment, gratuity, gift, entertainment, favorite, rebate, kickback, or thing of material value from any contractor, subcontractor, vendor, disposal site, or other entity whose activities Contractor monitors or verifies in connection with the services, except for items of nominal value consistent with applicable law and Town policy.

(e) Disclosure Obligation. Contractor shall immediately disclose in writing to the Town any actual potential, or apparent conflict of interest arising during performance of this Agreement, including any personal, family, employment, ownership, financial, or business relationship that could reasonably call into question Contractor's independence or impartiality. The duty of disclosure is continuing throughout the term of this Agreement.

(f) Town Remedies. If the Town reasonably determines that an actual, potential, or apparent conflict of interest may impair Contractor's independence or create an unacceptable risk to the integrity or eligibility of the project, the Town may require a Contractor, at Contractor's expense, to implement appropriate mitigation measures, removal replace affected personnel or subcontractors, cease the conflicting activity, other reasonable corrective action. A material undisclosed conflict of interest or Contractor's refusal or failure to implement reasonable corrective measures required by the Town shall constitute a material breach of this Agreement.

(g) No Partnership or Joint Venture. Nothing in this Agreement shall be construed to

create a partnership, joint venture, agency, employment relationship, or other relationship between Contractor and any debris removal contractor or between Contractor and the Town other than the independent-contractor relationship especially established by this Agreement.

(h) Subcontractors. Contractor shall impose the requirements of this Section upon every subcontractor, subconsultant, and other person or entity performing a material portion of the Services on Contractor's behalf.

12. Standards. The Contractor shall follow the generally accepted standard of care typically exhibited by similarly situated consultants performing like services on projects of similar size, scope, nature and complexity. The Town and Contractor agree and understand that Contractor's services hereunder constitute professional services, and Contractor makes no warranty or guarantee, express or implied, and guarantees no particular result.

13. Insurance. Contractor shall maintain as a condition precedent to this Agreement an approved and satisfactory general comprehensive liability insurance policy in the minimum amount of $1,000,000.00, and naming the Town, its employees and elected officials as additional insureds. Such general comprehensive insurance, the premiums for which have been paid by the Contractor, shall cover any claim for damages of whatever nature brought by any person, corporation or business entity against the Contractor, the Town, its employees, named insureds, or additional insureds, or any of them arising out of or in any manner connected with the services provided to the Town. A certificate of insurance shall be provided by its producing agent to the Town prior to the Contractor's beginning work under this Agreement.

Contractor shall furnish the Town as a condition precedent to this Agreement evidence of approved and satisfactory workers' compensation insurance providing workers' compensation insurance to Contractor's employees, unless Contractor is not required by law to have such insurance coverage.

13A. Indemnification, Defense and Hold Harmless

(a) Indemnified Parties. For purposes of this Section, the "Indemnified Parties" shall mean the Town of Munster, Indiana, together with its elected and appointed officials, boards, commissions, officers, employees, agents, representative, attorneys, consultants, and volunteers, in their official and individual capacities.

(b) General Indemnification. To the fullest extent permitted by applicable law, Contractor shall defend, indemnify, and hold harmless the Indemnified Parties from and against any and all claims, demands, causes of action, suits, proceedings, liabilities, obligations, damages, losses, judgments, liens, fines, penalties, assessments, costs, and expenses of every kind and nature including reasonable attorneys' fees, expert witness fees, consultant fees, investigation expenses, court costs, and costs of enforcement of this Section, but only to the extent caused by:

(i) the performance or nonperformance of the Services by Contractor or any of its officers, employees, agents, representatives, subcontractors, subconsultants, or any person or entity for whom contractor is legally responsible;

(ii) any negligent act or omission, recklessness, willful misconduct, fraud, misrepresentation, or violation of law, regulation, ordinance, governmental

requirement, or applicable grant requirement, or all applicable FEMA procurement requirements, by Contractor or any person or entity for whom contractor is responsible;

(iii) any breach of this Agreement or any representation, warranty, covenant, or obligation of Contractor;

(iv) bodily injury, sickness, disease, or death of any person, or injury to, destruction of, or loss of use of tangible or intangible property to the extent caused by the performance of the Services;

(v) any professional error or omission in the negligent performance of the Services, including, but not limited to, errors or omissions in debris monitoring, load- ticket documentation, debris eligibility documentation, measurements, calculations, reporting, record keeping, or invoicing review;

(vi) any claim arising from Contractor's employment, supervision, compensation, classification, payroll, benefits, taxes, or termination of its employees, agents, subcontractors, or other personnel;

(vii) any actual or alleged infringement, misappropriation, or violation of any patent, copyright, trademark, trade secret, license, proprietary right, or other intellectual- property right arising from any system, software, equipment, documentation, or material supplied or used by Contractor;

(viii) any violation of federal, state, or local law, statute, regulation, ordinance, or permit requirement by Contractor, its employees, agents, subcontractors, or personnel in connection with the contractor services, including violations of the Solid Waste Disposal Act, Clean Air Act, Federal Water Pollution Control Act, Energy Policy and Conservation Act, Occupational Safety and Health Act of 1970, Indiana Occupational Safety and Health Administration administrative regulations or any other environmental, health, safety, or labor law;

(ix) any unauthorized access to, loss of, destruction of, corruption of, disclosure of, or failure to protect data, records, confidential information, or electronically stored information within Contractor's possession or control; and

(x) any release, discharge, disposal, handling, transportation, or presence of hazardous, regulated, environmentally sensitive substances to the extent caused by a resulting from the acts or emissions of Contractor or any person or entity for whom Contractor is responsible.

(c) Comparative Negligence; Limitations Required by Law. Contractor's obligations under this Section expressly apply to claims, damages, losses, and expenses caused in part by the negligent acts or omissions of an Indemnified Party, including the comparative negligence of an Indemnified Party, it being the express and unequivocal intention of the parties that Contractor's

obligations are not limited solely to circumstances in which Contractor is the exclusive cause of the loss.

(d) Exceptions. Notwithstanding the foregoing, Contractor shall have no obligation to indemnify, defend, or hold harmless the Indemnified Parties to the extent that any loss is caused solely by the negligence or willful misconduct of the Town, its officers, officials, or employees, and without any comparative negligence, act, or admission on the part of Contractor, its employees, agents, subcontractors, or personnel, or to the extent that indemnification is otherwise prohibited by Indiana Code § 26-2-5-1 or any other applicable law. Nothing in this Agreement shall be construed as a waiver by the Town or any other Indemnified Party of any immunity, defense, limitation of liability, notice requirement, or other protection available under the Indiana Torts Claim Act or other applicable law.

(e) Defense Obligation. Contractor's duty to defend is separate from and in addition to its duty to indemnify. Contractor's duty to defend the Indemnified Parties under this Section shall arise immediately upon the assertion of any claim or commencement of any action or proceeding covered by this indemnification. Contractor shall retain counsel that is reasonably acceptable to the Town to defend such claim, action, or proceeding and shall pay all costs and expenses of such defense, including attorneys' fees, expert fees, investigation costs, and court costs. The Town shall have the right, at its sole option and expense, to participate in the defense of any such claim, action, or proceeding through counsel of its own choosing.

(f) Third-Party Claims Procedure. In the event of any claim, action, or proceeding by a third party for which indemnification is sought under this Section, the Town shall provide Contractor with prompt written notice of such claim, action, or proceeding; provided, however, that the Town's failure to provide such notice shall not relieve Contractor of its obligations under this Section except to the extent Contractor is materially prejudiced by such failure. Contractor shall not settle, compromise, or consent to the entry of any judgment with respect to any claim, action, or proceeding without the prior written consent of the Town, which consent shall not be unreasonably withheld, conditioned, or delayed.

(g) Insurance; No Limitation of Liability. Contractor's obligations under this Section are independent of, and shall not be limited by, the availability or amount of insurance maintained by Contractor, any insurance policy limit, any limitation on the amount or type of damages payable under worker's compensation or other employee- benefit laws, or the amount of compensation paid or payable to Contractor under this Agreement. Contractor shall cause each subcontractor or subconsultant performing any portion of the Services to assume indemnification obligations consistent with this Section for the benefit of the Indemnified Parties.

(h) No Waiver of Governmental Immunities. Nothing in this Section shall be construed as a waiver by the Town of any defense, immunity, or limitation on liability available to it under the Indiana Tort Claims Act (Indiana Code § 34-13-3-1 et seq.) or any other applicable federal or state law, including sovereign immunity, governmental immunity, official immunity, and statutory limitations on damages. The Town does not waive, and expressly reserves, all immunities, defenses, and limitations on liability to which it is entitled under Indiana law.

(i) Survival. The obligations of Contractor under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect until all claims, actions, or proceedings covered by this indemnification have been fully and finally resolved and all losses have been fully paid or otherwise satisfied.

(j) Independent Obligation. Contractor's obligations under this Section are independent of and in addition to Contractor's insurance obligations under Section 13 of this agreement and shall not be limited by the amount, scope, or terms of any insurance policy maintained by contractor.

14. Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written consent of the Town, which shall not be unreasonably withheld.

15. Solid Waste Disposal Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Solid Waste Disposal Act of 1965, as amended (42 USCA § 6901, et seq.). In performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

(a) Competitively within a timeframe providing compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or

(c) At a reasonable price.

16. Contract Work Hours and Safety Standards Act.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation. liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding Process. The Town may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary

to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph Section on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the Contractor under this Agreement, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(d) Priority to withheld funds. The Department of Labor has prior to funds withheld or to be withheld in accordance with 29 C.F.R. § 5.5(a)(2)(i) or 29 C.F.R. § 5.5(b)(3)(i) of this section, or both, over claims to those funds by:

(i) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(ii) A contracting agency for its re-procurement costs;

(iii) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(iv) a contractor's assignee(s);

(v) a contractor's successor(s); or

(vi) a claim asserted under the Prompt Payment Act, 31 U.S.C. §3901-3907.

(e) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section. In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest form the date of the underpayment or loss due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(f) Anti-retaliation. It is unlawful for a any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or I any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) informing any other person about their rights under CWHSSA or this part.

17. Clean Air Act. Where applicable, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

18. Federal Water Pollution Control Act (Clean Water Act). Where applicable, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

19. Energy Policy and Conservation Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable federal, state and local laws pertaining to energy efficiency, including but not limited to, the Energy Policy and Conservation Act, as amended (42 U.S.C.A § 6201 et seq.).

(a) The Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

20. Byrd Anti-Lobbying Amendment. During the term of this Agreement and any extensions thereof, the Contractor and any subcontractor shall at all times comply with all applicable provisions of the Byrd Anti-Lobbying Amendment (42 U.S.C. § 1352, et seq.).

21. Non-Discrimination.

(a) Contractor will not discriminate against any employee or applicant for employment

because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

(d) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising said labor union or workers' representatives of Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) Contractor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

22. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

(a) are not used as substantial or essential component of any system; and

(b) are not used as critical technology of any system.

(3) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting Requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments

23. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

24. Access to Records. The Contractor agrees to provide the Town, the FEMA Administrator,

the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

25. Disaster Recovery Reform Act of 2018. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Town and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

26. DHS Seal, Logo, and Flags. The Contractor shall not use the DHS and/or its components (e.g., FEMA, CISA, etc.) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific written permission from DHS preapproval. The Contractor shall include this provision in any subcontracts.

27. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

28. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Town, contractor, or any other party pertaining to any matter resulting from the contract.

29. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

30. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of more than $100,000 shall file the required certification attached as Exhibit D. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

31. Affirmative Socioeconomic Steps. If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321 (b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

32. Force Majeure. Except with respect to payment obligations under this Agreement, neither party hereto shall be liable for any failure to perform due to strikes, riots, civil disturbances, acts of terrorism, wars, failures or fluctuations in electrical power or telecommunications equipment, or any other

cause beyond such party's reasonable control (each an "Event of Force Majeure"). The parties shall use their commercially reasonable efforts to minimize the consequences of any Event of Force Majeure.

33. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without reference to principles of conflict of laws, The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Contractor:
DebrisTech, LLC
Attn: Brooks Wallace
923 Goodyear Boulevard
Picayune, MS 39466

If to the Town:
Town of Munster, Indiana
Attn: Town Council President
1969 Central Avenue
Munster, IN 46405

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The parties' respective rights under this Agreement are cumulative and either party's exercise or enforcement of any right or remedy under this Agreement will not preclude such party's exercise or enforcement of any other right or remedy which such party is entitled to enforce at law or in equity.

(e) Contractor's or the Town's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right Contractor or the Town may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) If any provision of this Agreement shall be deemed unlawful, void or unenforceable for any reason, it shall be deemed severable, and in no way shall affect the validity or enforceability of, the remaining provisions of this Agreement.

(g) This Agreement shall not be construed or interpreted in favor of or against Contractor or the Town on the basis of draftsmanship or preparation of the Agreement.

(h) This Agreement, together with the Exhibits attached hereto, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and shall supersede all prior and contemporaneous agreements and understandings between Contractor and the Town, whether written or oral, with respect to the subject matter hereof.

(i) This Agreement can only be amended or modified in a written document signed by both Contractor and the Town.

(j) All rights and obligations of the parties hereto that either expressly, or by their nature, survive the expiration or termination of this Agreement shall survive such expiration or termination.

(k) This Agreement and any amendment, waiver, approval or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver, approval or consent relating hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

IN WITNESS WHEREOF, the parties have executed this Independent Contractor Agreement as of the date first written above.

-CONTRACTOR-

DEBRISTECH, LLC

Brooks R. Wallace, President

-TOWN-

TOWN OF MUNSTER, INDIANA

Joseph Hofferth, Town Council President

EXHIBIT A

CONTRACTOR SERVICES

The Contractor will be expected to provide comprehensive independent disaster debris monitoring services to include debris generated from the public-right-of-way, private property, drainage areas/canals, waterways, and other areas designated as eligible by the Town. To the greatest extent possible, the Contractor shall also identify, quantify and document all debris generated and removed from the date of the Storm (August 11, 2026) until the commencement of this Agreement. Specific Services include, but are not limited to:

1. Providing technical support and guidance in selecting a debris removal contractor.
2. Coordinating daily briefings, work progress, staffing, and other key items with the Town.
3. Support with the selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and other permitting/regulatory issues as requested.
4. Scheduling work for team members and contractors on a daily basis.
5. Hiring, scheduling, and managing field staff.
6. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
7. Assisting the Town with responding to public concerns and comments.
8. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
9. The Debris monitoring company shall utilize an Electronic Ticketing System to generate electronic debris load tickets for each load of debris generated. The Electronic Ticketing System shall capture a digital photograph, GPS coordinates, Electronic Signature, and a timestamp for each load of debris generated as it is loaded and as it dumped. The System shall also capture before and after photos of each Leaner. Hanger, and Stump removed along with GPS coordinates and timestamps. This information shall be transmitted electronically to a central information database that provides real time access to debris removal activities via a web-based interface. Along with the digital records, the system shall also have the ability to generate paper receipts in the field for redundancy and debris removal crew validation if requested by the Town at no additional cost. The System shall also be capable of providing a real time connection to the Town's GIS system and shall be customizable to meet specific needs of the Town with no additional cost to the Town. The purpose of the Electronic Ticketing System is to provide the Town with complete documentation of every load of debris generated for auditing and reimbursement purposes.
10. Developing daily operational reports to keep the Town informed of work progress.
11. Development of maps, GIS applications, etc. as necessary.
12. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the Town for processing.
13. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by Town staff and designated debris removal contractors.
14. Final report and appeal preparation and assistance.

END OF SCOPE

EXHIBIT B

PAYMENT SCHEDULE

The hourly labor rates shall include all applicable overhead and profit. No additional markup or profit will be billed to the Town on hour labor rates. All non-labor related project costs will be billed to the Town at cost without mark-up. All Per Diem expenses shall be billed directly to the Town at a rate not to exceed the GSA Per Diem Allowance for the project area. The rates listed below shall be straight time rates. All hours in excess of 40 hours per week shall be billed at 1.5 times the straight time rate.

DISASTER DEBRIS MONITORING SERVICES

POSITIONS	HOURLY RATES
Project Manager	$65.00
Operations	$55.00
Field Supervisor	$45.00
Load Site Monitors	$36.00
Debris Site/Tower Monitors	$36.00
Data Manager	$55.00
Safety Manager	$55.00

EXHIBIT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

(1) The CONTRACTOR certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

(2) The CONTRACTOR further certifies, to the best of his/her knowledge and belief, that:

(a) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The CONTRACTOR shall include the language of the certification in all subcontracts exceeding $100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONTRACTOR for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONTRACTOR) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONTRACTOR) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Emergency Management Agency, in connection with the Agreement involving participation of federal disaster relief funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this day of August 21, 2026.



DebrisTech, LLC

Brooks Wallace, President

ATTEST: Debra McCormick
Notary

EXHIBIT D

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, DebrisTech, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Brooke Wallace, President

August 21, 2026
Date

102247203.v3

20260821_Contract_DebrisTech_PX

Final Audit Report 2026-08-22

Created:	2026-08-22
By:	Debra McCormick (debra@debristech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZae4sZRwrjYthp4eK8SZgbkN0ka7fUNs

"20260821_Contract_DebrisTech_PX" History

Document created by Debra McCormick (debra@debristech.com)
2026-08-22 - 3:50:20 AM GMT

Document emailed to Brooks Wallace (brooks@debristech.com) for signature
2026-08-22 - 3:50:27 AM GMT

Email viewed by Brooks Wallace (brooks@debristech.com)
2026-08-22 - 3:50:54 AM GMT

Document e-signed by Brooks Wallace (brooks@debristech.com)
Signature Date: 2026-08-22 - 3:51:13 AM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-08-22 - 3:51:13 AM GMT

FIRST AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT

THIS FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (this "Amendment") is made and entered into effective as of August 31, 2026, by and between the TOWN OF MUNSTER, INDIANA (the "Town" or "Applicant") and DEBRISTECH, LLC, a Mississippi limited liability company (the "Contractor").

RECITALS

A. DebrisTech and the Town are parties to certain Independent Contractor Agreement dated effective August 18, 2026 (the "Independent Contractor Agreement").

B. Section 6 of the Independent Contractor Agreement states that $250,000.00 (the "Not-to-Exceed Amount") is the maximum amount payable to DebrisTech by the Town for services performed under the Independent Contractor Agreement.

C. The parties desire to enter into this Amendment to the Independent Contractor Agreement to increase the Not-to-Exceed Amount as provided herein.

AGREEMENT

For and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members hereby agree as follows:

1. Amendment to Section 6. The Independent Contractor Agreement is hereby amended by deleting Section 6 (e) in its entirety and by substituting in the place and stead thereof the following:

Not-to-Exceed Amount. The total compensation payable by the Town under this Agreement shall not exceed **Five Hundred Thousand Dollars** ($500,000.00) unless the amount is increased by a written amendment executed by the Town Council President.

The **Five Hundred Thousand Dollar** ($500,000.00) amount constitutes the ceiling price and not-to-exceed amount for purposes of this Agreement. Contractor shall not perform or incur charges in excess of that amount without prior written authorization by the Town Council President, and any amount incurred in excess of the ceiling price without such authorization shall be incurred by Contractor at its own risk and shall not be the Town's obligation.

Contractor shall provide written notice to the Town when aggregate charges under this Agreement reaches fifty percent (50%), seventy percent (75%), eighty percent (80%), and ninety (90%) of the not-to-exceed amount. Such notice shall include Contractor's estimate of the remaining Services, anticipated staffing, expected completion date, projected total cost and strategic plan for completing Services within the not-to-exceed amount.

Contractor shall manage its staffing and performance to avoid an unanticipated interruption of monitoring services as the not-to-exceed amount is approached. Contractor shall not suspend services solely because the not-to-exceed amount is approaching without providing the Town with reasonable advance written notice and cooperating with the Town in an orderly continuation, modification, or transition of the Services provided the Town agrees that the Contractor has the right to suspend its performance of Services at such time as the amount of the Services performed reaches the not-to-exceed amount.

Nothing in this subsection authorizes Contractor to exceed the not-to-exceed amount absent a written amendment executed by the Town Council President.

2. Full Force and Effect. The Independent Contractor Agreement, as herein amended, remains in full force and effect in accordance with its terms, and the parties hereby ratify and confirm the same.

3. Capitalized Terms. Capitalized terms not defined herein shall have the meaning give to such terms in the Independent Contractor Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date first above written.

-CONTRACTOR -

DEBRISTECH, LLC

Brooks R. Wallace, President

- TOWN-

TOWN OF MUNSTER

Printed Name and Title

First Amendment Emergency 2026 (Munster, IN)

Final Audit Report 2026-09-01

Created:	2026-09-01
By:	Debra McCormick (debra@debristech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkLQ3W5QXVq57aYqZzgOTgPoDp8XJ11BY

"First Amendment Emergency 2026 (Munster, IN)" History

Document created by Debra McCormick (debra@debristech.com)
2026-09-01 - 2:18:35 AM GMT

Document emailed to Brooks Wallace (brooks@debristech.com) for signature
2026-09-01 - 2:18:39 AM GMT

Email viewed by Brooks Wallace (brooks@debristech.com)
2026-09-01 - 5:16:53 PM GMT

Document e-signed by Brooks Wallace (brooks@debristech.com)
Signature Date: 2026-09-01 - 5:17:04 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_IMAGE

Agreement completed.
2026-09-01 - 5:17:04 PM GMT

CONTRACTOR AGREEMENT FOR ER ASSIST, INC.
DISASTER RESPONSE AND RECOVERY SERVICES

Contractor Name:	**ER Assist Inc**	**Client Name:**	**MUNSTER, TOWN OF**
Address:	**AR: 108 E Central Suite 200; Bentonville AR 72712**	**Client Address:**	**1005 Ridge Road Munster, IN 46321**
Point of Contact:	**Laurel Matula**	**Client POC:**	**Dan Reyes**
Email:	**laurel@erassist.com**	**Client email:**	**dreyes@munster.org**
Contract start Date:	**08/26/2026**	**Contract End Date (initial):**	**08/26/2029**
Billing type:	**Hourly**	**Not to Exceed (NTE) Amount:**	**$50,000**

This Agreement, entered into on 08/26/2026, by and between, MUNSTER, TOWN OF, (hereinafter the "Town" or the "Client"), and ER Assist, Inc. (hereinafter "Contractor"), collectively referred to as the "Parties".

RECITALS

I. WHEREAS, Client desires to retain Contractor to provide certain disaster operational management, administrative documentation, software, or other disaster response, recovery, or funding related services ("Services"), and Contractor desires to provide such services, in accordance with the provisions contained in this Agreement. This Agreement imposes an obligation of good faith upon the parties, meaning: Contractor will deal in good faith with Client in its performance of the obligations imposed by this Agreement and Client will deal in good faith in its enforcement of the obligations imposed by this Agreement.

II. WHEREAS, **The initial term of this contract commences on 08/19/2026 and ends on 08/19/2029, and may be extended 3 additional one year terms at the request of Client and with mutual written consent.**

NOW THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

1. STATUS AS INDEPENDENT CONTRACTOR

This Agreement does not constitute a hiring by either party. It is the parties' intention that Contractor shall have an independent contractor status and not be an employee for any purposes.

2. TASKS, DUTIES, AND SCOPE OF WORK

a. Client hereby retains Contractor to perform disaster operational management, administrative documentation, software, or other disaster response, recovery, or funding consulting related services ("Services"), for **any open Disasters including 2026 Severe Storms.**

b. Contractor shall conduct criminal background and driver's license check for any person used in fulfilling this Agreement. Contractor must E-Verify the employment status of its employees and will maintain the documentation in its files. Client shall have access at any time to the employment files of Contractor.

c. This Agreement between the parties shall constitute the basic agreement. Nothing in this agreement shall be construed to prohibit Contractor (i) from providing services to Client outside of the scope of this agreement, (ii) from providing identical services under a subsequent agreement with Client, or (iii) from providing the same or similar services to any third party so long as it does not directly compete with the reasonable interests of Client.

d. Rates have been determined to be reasonable as per federal disaster reimbursement requirements.

3. COMPENSATION

Contractor shall be entitled to compensation for performing those tasks and duties related to the Services described herein as follows:

a. Contractor shall be compensated on a unit price basis pursuant to the Rate Schedules attached hereto as "Exhibit A" and "Exhibit B" and fully incorporated herein. Such Rate Schedules may be amended from time to time as deemed necessary to fully supply Client with appropriate staff.

b. Per 2 CFR (Federal Code for Regulations) 200, Contracts require a Not To Exceed Amount. The Parties agree that the compensation for the services issued under this Agreement shall not exceed the amount stated in table above without prior written permission by Client.

c. Contractor shall invoice Client on a monthly basis. Any failure by Contractor to include any item(s) of compensation in an invoice, regardless of the reason for the omission, shall in no way limit Client's duty **to provide such compensation in the future, provided the Contractor remedies the omission within thirty (30) days of the invoice in which said omission should have been included; any items of compensation not submitted within such thirty (30) day period shall be barred, and Client shall have no obligation to pay for such untimely submitted items.**

d. Submitted invoices shall include time reports for each person performing work billed on the invoice. Time reports shall show time entries allocated to the site worked, activity performed, and position and rate billed to meet federal, state, or third party funding requirements for Client to seek reimbursement for Contractor costs.

e. Contractor's invoices shall be subject to verification by Client for completeness and/or accuracy. Contractor shall provide to Client any and all documentation necessary for any state, federal, third party or internal audit processes.

f. Payment. Properly documented and approved invoices shall be paid in accordance with Indiana Code § 5-17-5 et seq., Indiana's Prompt Pay statute, and subject to the requirements thereof and other applicable law. The Client expressly reserves the right to assert the statutory exemption under Indiana Code § 5-17-5-2 (a)(3) for good faith disputes pertaining to the services and associated expenses incurred in connection with this Agreement. Any late- payment penalty or interest shall be limited to the amount, if any, required by the Indiana Prompt Pay statute or other applicable law. No contractual interest, finance charge, service charge, or late payment penalty in excess of that required by the Indiana Prompt Pay statute or other applicable law shall apply.

g. Audit. Contractor shall maintain complete, accurate, and auditable records supporting all charges under this Agreement and shall make those records available to the Client, its representative, auditors, FEMA, the State of Indiana, and other governmental entities having lawful audit or review authority. The Client's right to audit shall survive completion or termination of this Agreement.

4. NOTICE CONCERNING WITHHOLDING OF TAXES

Contractor recognizes and understands that it will receive the appropriate tax statement from Client and other related tax documents, and will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Contractor hereby promises and agrees to indemnify Client for any damages or expenses, including attorney's fees, and legal expenses, incurred by Client as a result of Contractor's failure to make such required payments.

5. TERMINATION FOR CAUSE OR CONVENIENCE

This Agreement may be terminated by either party for cause and the case of: (i) breach of a material term or condition of this agreement, (ii) Contractor's failure to correct any defect within a reasonable time after receiving written notice thereof, or (iii) upon the bankruptcy, liquidation, or dissolution of Contractor. Any termination for cause must be preceded by a written notice detailing the basis for default and provide the defaulting party ten (10) days in which to cure the default.

Notwithstanding the foregoing or any other provisions of this Agreement, this Agreement may be terminated by Client at any time for the convenience of the Client without cause. The Client will provide contractor with two (2) days written notice of termination. The Client agrees to pay Contractor for all work completed through the termination date subject to the terms, conditions, rights and remedies in Section 3 above. Client shall owe payment only for Services satisfactorily rendered through the termination date.

6. DATA AND DOCUMENT SECURITY AND FREEDOM OF INFORMATION

For purposes of this Agreement, "Confidential Information" means any information designated by Contractor as "Confidential" in writing and which Contractor identifies as confidential financial information, trade secrets, or commercial or financial information that is privileged, confidential as defined by Indiana Code § 5-14-3-4 (a)(4) or otherwise exempted under APRA and is additionally accompanied with a brief explanation of the basis for the claimed exemption. Each party shall maintain the confidentiality of all Confidential Information disclosed by the other party and shall not use or disclose such Confidential Information except as permitted by this Agreement or as required by law.

a. Public Records Act Compliance. Notwithstanding any other provision of this Agreement, to the extent the Client is subject to the Indiana Access to Public Records Act, Indiana Code § 5-14-3-1 *et seq.* ("APRA"):

(i) Disclosure Authority. The Client retains sole authority to determine whether any record subject to this Agreement must be disclosed under APRA, and Contractor acknowledges that the Client cannot agree to withhold records from disclosure unless a specific exemption under APRA applies.

(ii) Identification of Confidential Information. Contractor may identify in writing any information it provides to the town that contractor reasonably believes constitutes confidential financial information, trade secrets, or commercial or financial information that is privileged or confidential as contemplated by Indiana Code § 5-14-3-4 (a)(4) or other applicable APRA exemptions. Such identification shall include a brief explanation of the basis for the claimed exemption.

(iii) Notice and Response. If the Client receives a public records request for information identified by Contractor as confidential pursuant to Section 9(a)(2), the Client shall notify Contractor promptly and provide Contractor with ten (10) business days to seek a protective order or other appropriate relief. The Client shall cooperate reasonably with Contractor in any such effort, but final disclosure decisions shall remain with the Client in accordance with APRA and applicable law.

(iv) Required Disclosure Not a Breach. Disclosure by the Client of any information pursuant to APRA or other applicable law, or pursuant to a lawful order of a court or governmental authority, shall not constitute a breach of this Agreement, provided that the Client has complied with the notice provisions of Section 6 (a)(iii) if applicable.

b. Standard of Care. Subject to Section 6 (a), each party shall use reasonable care to protect Confidential Information.

c. Exceptions. The confidentiality obligations set forth in this Section shall not apply to information that:

(i) Is or becomes publicly available through no breach of this Agreement by the receiving party;

(ii) Was rightfully in the receiving party's possession prior to disclosure by the disclosing party, as evidenced by the receiving party's written records;

(iii) Is rightfully received by the receiving party from a third party without breach of any confidentiality obligation; or

(iv) Is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as evidenced by the receiving party's written records.

6A. OWNERSHIP, ACCESS, SECURITY AND PRESERVATION OF PROJECT DATA AND RECORDS

a. Project Records. For purposes of this Agreement, "Project Records" means all records, information, data, documents, work product, reports, photographs, video, load tickets, electronic tickets, ticket images, GPS information, geographic information system data, coordinates, measurements, calculations, field notes, inspection records, logs, databases, spreadsheets, correspondence, certifications, invoices, supporting documentation, reimbursement documentation, FEMA-related documentation, and other materials created, collected, received, maintained, or generated by Contractor specifically in connection with the services, regardless of form or medium.

b. Client Ownership. All Project Records shall be the Client's property upon creation, subject to the Contractor's ownership of its background technology as provided below to the extent any ownership interest in Project Records would otherwise vest in Contractor, Contractor hereby assigns that interest to the Client.

Contractor may retain copies of Project Records only as reasonably necessary for its legal, regulatory, insurance, or record retention obligations and subject to all confidentiality, security, public record, and other obligations imposed by this Agreement in applicable law.

c. Contractor Background Technology. Contractor shall retain ownership of software, systems, methodologies, templates, processes, know how, source code, and other intellectual property developed or owned by contractor independently of this project ("Background Technology"). To the extent Background Technology is incorporated into or necessary for the Client to access, read, reproduce, audit, verify, or use Project Records, Contractor grants the Client a perpetual, irrevocable, non-exclusive, royalty-free license to use such Background Technology for those purposes. Nothing in this subsection shall permit Contractor to restrict the Client's access to or use of Public Records on the grounds that such records are stored within, generated by, or accessible through the Contractor's proprietary system.

d. Client Access. The Client shall have continuous and timely access to Project Records throughout the performance of the Services. Contractor shall provide the Client with administrative or other appropriate access to electronic ticketing, GIS, reporting, and project management systems utilized in connection with the Services to the extent necessary for the Town to monitor the project, review Contractor's work, and satisfy audit and reimbursement requirements. Contractor shall not disable, restrict, suspend, or condition the Client's access to project records because of a payment dispute or other contractual dispute.

e. Data Portability. Upon request by the Client and upon completion or termination of this Agreement, Contractor shall promptly provide the Client with a complete electronic copy of all Project Records in a commonly readable and reasonably usable format designated by the Town. Data shall be provided without encryption, access restrictions, proprietary file limitations, or technological impediments that would materially interfere with the Client's ability to access and use the Project Records. Contractor shall provide reasonable assistance in transferring Project Records to the Client or a successor Contractor without additional charge except for extraordinary services expressly approved in writing by the Client.

f. Accuracy and Integrity. Contractor shall maintain appropriate controls to protect the accuracy, integrity, completeness, and authenticity of Project Records, including electronic load- ticket and GPS data. Contractor shall maintain appropriate audit trails sufficient to identify the creation and material modification of electronic Project Records.

Contractor shall promptly notify the Client upon discovering any material loss, alteration, corruption, duplication, discrepancy, or inaccuracy in Project Records and shall take appropriate corrective action at Contractor's expense to the extent the condition resulted from Contractor's acts or omissions.

g. Data Security. Contractor shall employ commercially reasonable administrative, technical, and physical safeguards appropriate to the nature of the Project Records and shall protect Project Records against unauthorized access, acquisition, alteration, destruction, loss, use, or disclosure. Contractor will notify the Client promptly, and in no event later than twenty-four (24) hours after discovery, of any actual or reasonably suspected security incident materially affecting Project Records or the systems used to store or process Project Records. Contractor shall cooperate fully with the Client in investigating, mitigating, documenting, and responding to the incident.

h. Preservation and Destruction. Contractor shall preserve Project Records for the period required by applicable federal and state law, applicable FEMA or other grant requirements, the Client's records-retention requirements, and any applicable litigation hold or audit requirement. Contractor shall not destroy Project Records relating to this Agreement without

prior written authorization from the Client after expiration of all applicable retention requirements.

i. Public Records. Contractor acknowledges that Project Records may constitute Public Records subject to disclosure under Indiana law. Contractor shall cooperate with the Client in responding to public-record requests in accordance with Section 6 and 6A, as well as applicable law. Contractor shall not designate Project Records as confidential, proprietary, or trade secret merely because such records are maintained within Contractor's proprietary systems.

j. Survival. Contractor's obligations concerning ownership, access, transfer, preservation, confidentiality, security, audit, and use of Project Records shall survive expiration or termination of this Agreement.

7. ASSIGNMENT

Contractor shall not sell, assign or transfer any of its rights, duties or obligations under this Agreement without the prior written consent of Client.

8. COOPERATIVE PURCHASING OF SERVICES

Contractor agrees to offer its same or similar services to any entities covered under a cooperative purchase agreement with Client. If this contract is subject to a cooperative purchase, the new client shall enter into a separate contract with Contractor. Client shall not be liable for any services rendered by Contractor through the use of a cooperative purchase with the new client.

9. INSURANCE

Contractor shall procure and maintain, throughout the term of this Agreement and any extension thereof, the insurance coverages set forth below and shall name Client as an additional insured on all such policies. Contractor shall deliver to Client certificates of insurance evidencing such coverages before commencing any work here under, and shall provide Client with not less than thirty (30) days' prior written notice before any cancellation of, or material change to any such coverage. Contractor shall provide and maintain the following:

a. Any licensing status required to perform services.

b. *Commercial General Liability*: Not less than $1,000,000.00 per occurrence and $2,000,000.00 general aggregate, including coverage for bodily injury, property damage, personal and advertising injury, contractual liability, products and completed operations, and independent contractors.

c. *Automobile Liability:* Not less than $1,000,000.00 combined single limit per accident for bodily injury and property damage covering owned, hired, and non- owned automobiles and other vehicles used in connection with the provided Services.

d. *Workers' Compensation Coverage*: Statutory worker's compensation coverage as required by Indiana law and the laws of any other jurisdiction applicable to Contractor's employees.

e. *Employers' Liability*: Not less than $ 1,000,000.00 each accident, $1,000,000.00 each employee for disease, and $1,000,000.00 policy limit for disease.

f. *Professional Liability/Errors and Omissions*: Not less than $2,000,000.00 each claim and $2,000,000.00 annual aggregate covering negligent acts, errors, and omissions arising from Contractor's professional services, including disaster operational management,

administrative documentation, software, or other disaster response, recovery, or funding consulting related services.

g. *Umbrella/Excess Liability*: Not less than $2,000,000.00 per occurrence and aggregate in excess of the Commercial General Liability, Automobile Liability, , Professional Liability, and Employers Liability policies.

The required limits may be satisfied through a combination of primary and excess or umbrella policies.

The client and its elected and appointed officials, officers, boards, commissions, employees, agents, representatives, attorneys, and volunteers shall be included as additional insureds under all above policies.

Insurance maintained by Contractor for the Client and other additional insureds' benefit shall be primary and noncontributory with respect to any insurance or self-insurance maintained by the Client. Any insurance or self-insurance maintained by the Client shall be excess of and shall not contribute to the contractor's insurance.

To the extent commercially available, Contractor shall cause its Commercial General Liability, Auto Liability, Worker's Compensation, Employers Liability, and Umbrella/Excess Liability policies to include a waiver of subrogation in favor of the Client and other Indemnified Parties.

If professional liability or other required coverage is written on a claims- made basis: (i) the retroactive date shall be no later than the date Contractor first commenced Services under this Agreement; (ii) Contractor shall continuously maintain such coverage throughout the performance of the Services; and Contractor shall maintain equivalent coverage, or purchase an extended reporting period providing equivalent protection, for not less than three (3) years following final completion or termination of the Services.

Before commencing services, Contractor shall furnish the Client with certificates of insurance, evidencing all required coverage and, upon request, copies of endorsements establishing additional-insured status, primary and noncontributory coverage, waiver of subrogation, and other requirements of this Section.

The insurance requirements of this Agreement establish minimum insurance requirements only and shall not be construed to limit Contractor's liability, indemnification obligations, defense obligations, or other responsibilities under this Agreement. The amount or availability of insurance shall not constitute a limitation on damages recoverable by the Client.

The Client's acceptance of a certificate of insurance, failure to request an endorsement or policy, or failure to identify a deficiency in Contractor's coverage shall not waive or modify Contractor's obligation under this Section.

10. NOTICES

a. All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Contractor:
ER Assist, Inc.
108 E. Central Ave, #200
Bentonville, AR 72712

If to the Town:
Town of Munster, Indiana
Attn: Town Council President
1969 Central Avenue
Munster, IN 46405

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Contractor agrees to update the Town should Contractor's contract information change. Notice and communications shall be effective when actually received by the addressee.

11. ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred both before and after judgment in addition to any other relief to which such party may be entitled.

12. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS

a. *Indemnified Parties*. For purposes of this Section, the "Indemnified Parties" shall mean the Town of Munster, Indiana ("the Client" and/or "the Town"), together with its elected and appointed officials, boards, commissions, officers, employees, agents, representative, attorneys, consultants, and volunteers, in their official and individual capacities.

b. *General Indemnification*. To the fullest extent permitted by applicable law, Contractor shall defend, indemnify, and hold harmless the Indemnified Parties from and against any and all claims, demands, causes of action, suits, proceedings, liabilities, obligations, damages, losses, judgments, liens, fines, penalties, assessments, costs, and expenses of every kind and nature including reasonable attorneys' fees, expert witness fees, consultant fees, investigation expenses, court costs, and costs of enforcement of this Section, arising out of, resulting from, or relating to:

(i) the performance or nonperformance of the Services by Contractor or any of its officers, employees, agents, representatives, subcontractors, subconsultants, or any person or entity for whom contractor is legally responsible;

(ii) any negligent act or omission, recklessness, willful misconduct, fraud, misrepresentation, or violation of law, regulation, ordinance, governmental requirement, or applicable grant requirement, applicable Federal Emergency Management Agency ("FEMA") procurement requirements, by Contractor or any person or entity for whom Contractor is responsible;

(iii) any breach of this Agreement or any representation, warranty, covenant, or obligation of Contractor;

(iv) bodily injury, sickness, disease, or death of any person, or injury to, destruction of, or loss of use of tangible or intangible property;

(v) any professional error or omission in the performance of the Services, including, but not limited to, performance of debris removal and disposal services;

(vi) any claim arising from Contractor's employment, supervision, compensation, classification, payroll, benefits, taxes, or termination of its employees, agents, subcontractors, or other personnel;

(vii) any actual or alleged infringement, misappropriation, or violation of any patent, copyright, trademark, trade secret, license, proprietary right, or other intellectual-property right arising from any system, software, equipment, documentation, or material supplied or used by Contractor;

(viii) any violation of federal, state, or local law, statute, regulation, ordinance, or permit requirement by Contractor, its employees, agents, subcontractors, or personnel in connection with the contractor services, including violations of the Solid Waste Disposal Act, Clean Air Act, Federal Water Pollution Control Act, Energy Policy and Conservation Act, FEMA, Occupational Safety and Health Act of 1970, Indiana Occupational Safety and Health Administration administrative regulations or any other environmental, health, safety, or labor law;

(ix) any unauthorized access to, loss of, destruction of, corruption of, disclosure of, or failure to protect data, records, confidential information, or electronically stored information within Contractor's possession or control; and

(x) any release, discharge, disposal, handling, transportation, or presence of hazardous, regulated, environmentally sensitive substances to the extent caused by a resulting from the acts or emissions of contractor or any person or entity for whom contractor is responsible.

c. *Comparative Negligence; Limitations Required by Law.* Contractor's obligations under this Section expressly apply to claims, damages, losses, and expenses caused in part by the negligent acts or omissions of an Indemnified Party, including the comparative negligence of an Indemnified Party, it being the express and unequivocal intention of the parties that Contractor's obligations are not limited solely to circumstances in which contractor is the exclusive cause of the loss. Contractor shall defend, indemnify, hold harmless, and insure Client, and its officers, officials, employees, and agents, from and against any and all claims, demands, suits, actions, damages, losses, costs, expenses (including reasonable attorneys' fees and costs of defense), or liability of any kind resulting from or arising out of, in whole or in part, any act, omission, negligence, misconduct, or willful conduct of Contractor, its subcontractors, or their respective officers, employees, or agents, or from any breach or default of this Agreement by Contractor, its subcontractors, or their employees.

d. *Exceptions.* Notwithstanding the foregoing, Contractor shall have no obligation to indemnify, defend, or hold harmless the Indemnified Parties to the extent that any loss is finally determined by a court of competent jurisdiction to have been caused solely by the negligence or willful misconduct of the Town, its officers, officials, or employees, and without any comparative negligence, act, or admission on the part of Contractor, its employees, agents, subcontractors, or personnel, or to the extent that indemnification is otherwise prohibited by Indiana Code § 26-2-5-1 or any other applicable law. Nothing in this Agreement shall be construed as a waiver by the Client or any other Indemnified Party of any immunity, defense, limitation of liability, notice requirement, or other protection available under the Indiana Torts Claim Act or other applicable law.

e. *Defense Obligation*. Contractor's duty to defend is separate from and in addition to its duty to indemnify. Contractor's duty to defend the Indemnified Parties under this Section shall arise immediately upon the assertion of any claim or commencement of any action or proceeding covered by this indemnification, regardless of the merit or ultimate outcome of such claim, action, or proceeding, and shall apply to the fullest extent permitted by law even if the claim, action, or proceeding is groundless, false, or fraudulent. Contractor's duty to defend shall apply regardless of whether any duty to indemnify is ultimately found to exist and is not contingent upon a final determination of Contractor's liability or any duty to indemnify. Contractor shall retain counsel that is reasonably acceptable to the Client to defend such claim, action, or proceeding and shall pay all costs and expenses of such defense, including attorneys' fees, expert fees, investigation costs, and court costs. The Client shall have the right, at its sole option and expense, to participate in the defense of any such claim, action, or proceeding through counsel of its own choosing.

f. *Third-Party Claims Procedure*. In the event of any claim, action, or proceeding by a third party for which indemnification is sought under this Section, the Client shall provide Contractor with prompt written notice of such claim, action, or proceeding; provided, however, that the Client's failure to provide such notice shall not relieve Contractor of its obligations under this Section except to the extent Contractor is materially prejudiced by such failure. Contractor shall not settle, compromise, or consent to the entry of any judgment with respect to any claim, action, or proceeding without the prior written consent of the Client, which consent shall not be unreasonably withheld, conditioned, or delayed.

g. *Insurance; No Limitation of Liability*. Contractor's obligations under this Section are independent of, and shall not be limited by, the availability or amount of insurance maintained by Contractor, any insurance policy limit, any limitation on the amount or type of damages payable under worker's compensation or other employee-benefit laws, or the amount of compensation paid or payable to Contractor under this Agreement. Contractor shall cause each subcontractor or subconsultant performing any portion of the Services to assume indemnification obligations consistent with this Section for the benefit of the Indemnified Parties.

h. *No Waiver of Governmental Immunities*. Nothing in this Section shall be construed as a waiver by the Client of any defense, immunity, or limitation on liability available to it under the Indiana Tort Claims Act (Indiana Code § 34-13-3-1 et seq.) or any other applicable federal or state law, including sovereign immunity, governmental immunity, official immunity, and statutory limitations on damages. The Client does not waive, and expressly reserves, all immunities, defenses, and limitations on liability to which it is entitled under Indiana law.

i. *Survival.* The obligations of Contractor under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect until all claims, actions, or proceedings covered by this indemnification have been fully and finally resolved and all losses have been fully paid or otherwise satisfied.

j. *Independent Obligation.* Contractor's obligations under this Section are independent of and in addition to Contractor's insurance obligations under this agreement and shall not be limited by the amount, scope, or terms of any insurance policy maintained by Contractor.

13. NON-SOLICITATION

Each party acknowledges that the Services contemplated in this Agreement will be provided by Contractor with the assistance of Contractor's employees. During the term of this Agreement and for six (6) months following the termination of this Agreement, each party agrees to refrain from knowingly recruiting or hiring, or attempting to recruit or hire, directly or by assisting others, any employee of the

other party; provided, however, that this restriction shall not apply to (a) general solicitations of employment not specifically directed at the other party's personnel, including advertisements and recruiting-agency searches not targeted at such personnel, or (b) any employee who responds to such a general solicitation on his or her own initiative or who is no longer employed by the other party at the time of solicitation or hire.

14. REPRESENTATION

a. Contractor represents that employees possess the training, skills and expertise necessary to perform the Services in a competent and professional manner. Contractor agrees to provide the Services in a professional manner, using the degree of care and skill ordinarily exercised by and consistent with the standards of competent service providers performing comparable services in the same or similar locality. It is Contractor's express goal to complete the work outlined in a manner that is most expedient and efficient.

b. Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that any other agreement, statement, or promise not contained in this Agreement shall be non-binding and void. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto. This does not limit Client and Contractor from entering into separate contracts for work or services not within the scope of this Agreement.

15. AUTHORITY

Each of the undersigned individuals hereby represents and warrants that they are fully authorized and empowered to enter into this Agreement on behalf of the entity for which they are signing. Each of the Parties hereby represents and warrants that it is fully authorized and empowered to enter into this Agreement and that the performance of its obligations under this Agreement will not violate any agreement between it and any other person, firm, or organization.

16. COMPLIANCE

a. Client hereby represents and warrants that it has complied and shall remain compliant with all applicable laws and regulations, including any local or state procurement regulations.

b. Procurement

This contract was procured through (check only one):

- ▣ Emergency Contracting: Due to the emergency nature of work, competitive bidding did not occur as it was in the best interest of Client to secure the services of Contractor without delay due to its specialized knowledge and for the benefit of the community.
- ▢ Competitive Procurement
  - ▢ Less than required for competitive solicitation "out for bid amount"
  - ▢ Using State Master Agreement
  - ▢ Using Cooperative Purchasing
  - ▢ Procurement Process Unique to this contract (RFP, RFI, RFQ, etc.)

c. Contractor hereby represents and warrants that it has complied and shall remain in full compliance with all applicable federal, state, and local laws and regulations. Such laws and regulations include any federal, state, or local employment, labor, and safety regulations.

d. Contractor shall not, in connection with this or any other agreement with Client, directly or indirectly: 1) offer, confer, or agree to confer any pecuniary benefit or anyone as consideration for any Client officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or 2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Client officer or employee.

e. Contractor acknowledges that FEMA financial assistance may be used to fund all or a portion of the Agreement. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directive.

17. OWNERSHIP OF PROGRAMS AND INTELLECTUAL PROPERTY

The Software Programs, Services, Modules, Matrixes and Tools, made by Contractor, are the property of Contractor. Client suggestions and feedback shall not, absent a separate signed writing, operate as an automatic assignment to Contractor of any improvement derived therefrom. Notwithstanding anything to the contrary, all data, records, reports, and deliverables or work product prepared for the Client under this Agreement are and shall remain the sole property of the Client. Contractor hereby grants the Client a perpetual, irrevocable, royalty-free, non-exclusive license to use Contractor's Software Programs, Services, Modules, Matrixes, Tools, and any outputs thereof to the extent necessary for the Client's disaster recovery, grant administration, and FEMA reimbursement purposes.

Client recognizes that Contractor regards Contractor's Software as its proprietary information and holds its confidential trade secrets of great value. No software development, custom or otherwise, is being completed by Contractor for Client under this contract.

18. RECORDS & RECORDS RETENTION

The books and records related to the Services described in this Agreement shall be maintained by Contractor at Contractor's principal place of business and open to inspection by Client during regular working hours. Documents to which Client will be entitled to inspect include, but are not limited to, any and all contract documents, purchase orders and work authorized by Contractor or Client on existing or potential projects related to this Agreement.

Contractor shall maintain records, books, files, financial or accounting data, and any other data as specified in this Agreement for a period of eight (8) years from the conclusion of this Agreement and upon final payment. Client may request financial and accounting records from Contractor during its normal operating hours by written request from an authorized representative of Client.

Further, the following access to records requirements apply to this Contract:

a. Contractor agrees to provide Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under Contractor.

d. In compliance with section 1225 of the Disaster Recovery Act of 2018, Client and Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

19. SUSPENSION AND DEBARMENT

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by Client. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

20. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of $100,000 or more shall file the required Certification (Attached as **Exhibit C** herein). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

21. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Contractor agrees as follows:

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances on which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer or is consistent with Contractor's legal duty to furnish information.

(4) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor will comply with all provisions of EO 11246, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) Contractor will furnish all information and reports required by EO 11246 and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to her books, records, and accounts by the contacting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in EO 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided by EO 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

22. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Withholding Process.* The Town may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph Section on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the Contractor under this Agreement, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(5) *Priority to withheld funds.* The Department of Labor has prior to funds withheld or to be withheld in accordance with 29 C.F.R. § 5.5(a)(2)(i) or 29 C.F.R. § 5.5(b)(3)(i) of this section, or both, over claims to those funds by:

(i) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(ii) A contracting agency for its re-procurement costs;

(iii) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(iv) A contractor's assignee(s);

(v) A contractor's successor(s); or

(vi) A claim asserted under the Prompt Payment Act, 31 U.S.C. §3901-3907.

(6) *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid waters and monetary relief, including interest from the date of the underpayment or loss due ot any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(7) *Anti-retaliation.* It is unlawful for a any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or I any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(8) Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(9) Records to be maintained under this provision shall be made available by Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

23. CLEAN AIR ACT

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Sec 7401 et seq.

Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

24. FEDERAL WATER POLLUTION CONTROL ACT

Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

25. PROCUREMENT OF RECOVERED MATERIALS

During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Solid Waste Disposal Act of 1965, as amended (42 U.S.C.A. § 6901, et seq.). In performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

a. Competitively within a timeframe providing for compliance with the contract performance schedule;

b. Meeting contract performance requirements; or

c. At a reasonable price.

ii. Contractor agrees to comply to the designated requirements within the EPA's Comprehensive Procurement Guidelines.

iii. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR Part 247 that contain the highest level of competition, where the purchase price of the item exceeds $10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

26. DOMESTIC PREFERENCE FOR PROCUREMENT

As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer- based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

27. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. *Prohibitions.*

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2. Unless an exception in paragraph (c) of this clause applies, Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

1. This clause does not prohibit contractors from providing

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

a. Are not used as a substantial or essential component of any system; and

b. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

1. In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Contractor is notified of such by a subcontractor at any tier or by any other source, Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2. Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier

unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or Recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

28. SIMPLIFIED ACQUISITION THRESHOLD

For all contracts greater or equal to $350,000, which is the current Simplified Acquisition Threshold, Contractor, LGS, agrees to be bound by the administrative, contractual, or legal remedies set forth in the State of Indiana, General Conditions, which govern contractors' violation or breach of contract terms and appropriate sanctions and penalties.

29. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contractor shall document its affirmative steps and regional/national outreach compliance.

30. DISASTER RECOVERY REFORM ACT OF 2018

In Compliance with section 1225 of the Disaster Recovery Reform At of 2018, the Town and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by FEMA Administrator or the Comptroller General of the United States.

31. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

32. DHS SEAL, LOGO, AND FLAGS

Contractor shall not use the DHS and/or its components (e.g., FEMA, CISA, etc.) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific written DHS and/or FEMA pre-approval. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

33. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity (the Town), Contractor, or any other party pertaining to any matter resulting from the Agreement.

34. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

35. GOVERNING LAW AND JURISDICTION

This Agreement and any matter or dispute arising out of or related to the subject matter of this Agreement, shall be governed, and construed, and enforced in accordance with the laws of the State of Indiana without regard to any conflict of laws or principles. **Jurisdiction and venue for all purposes shall be in Lake County, IN.**

36. FORCE MAJEURE

Except with respect to payment obligations under this Agreement, neither party hereto shall be liable for any failure to perform due to strikes, riots, civil disturbances, acts of terrorism, wars, failures or fluctuations in electrical power or telecommunications equipment, or any other cause beyond such party's reasonable control (each an "Event of Force Majeure"). The parties shall use their commercially reasonable efforts to minimize the consequences of any Event of Force Majeure.

37. THE DAVIS-BACON ACT DOES NOT APPLY TO THIS AGREEMENT.

38. THE COPELAND "ANTI-KICKBACK" ACT DOES NOT APPLY TO THIS AGREEMENT.

39. MISCELLANEOUS

a. *Invalidity, Unenforceability and Severability*. The invalidity or unenforceability of any provision of this Agreement by a Court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement. If any provision of this Agreement shall be deemed unlawful, void or unenforceable for any reason, it shall be deemed severable, and in no way shall affect or impair the validity or enforceability of, the remaining provisions of this Agreement.

b. *Construction*. This Agreement shall not be construed or interpreted in favor of or against Contractor or the Town on the basis of draftsmanship or preparation of the Agreement.

c. *Amendment*. This Agreement shall not be modified or amended except by a further written document signed by the parties hereto or their respective successors and legal representatives.

d. *Counterparts*. This Agreement and any amendment, waiver, approval or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver, approval or consent relating hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

e. *Survival*. All rights and obligations of the parties hereto that either expressly, or by their nature, survive the expiration or termination of this Agreement shall survive such expiration or termination.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

For: ER Assist, Inc	For: MUNSTER, TOWN OF
Signed: Laurel Matula	Signed:
Date: 08/28/2026	Date: 08/27/26
Printed Name: Laurel Matula	Printed Name: Jaime Dan Reyes-Hildel
Position: President	Position: ~~Town Council President~~ serving as Authorized Agent JRH Acting Town Manager

EXHIBIT A: RATE SCHEDULE

Note: Under federal disaster grant reimbursement guidelines, reasonable rates may be reimbursed, when documented appropriately, as part of disaster funding.

The following rates have been determined to be reasonable under previous disasters for similar work for similar clients.

Position	Hourly Rate
Public Assistance Coordinator	$130.00
- In Office	$120.00
- Telecommuting	
Insurance Specialist	$110.00
- In Office	$110.00
- Telecommuting	
Debris Specialist	$110.00
- In Office	$110.00
- Telecommuting	
Incident Management Teams	$120.00
- In Office	$110.00
- Telecommuting	
Logistics Support	$110.00
- In Office	$100.00
- Telecommuting	
Project Worksheet Reviewer / Project Reviewer	$120.00
- In Office	$110.00
- Telecommuting	
Volunteer Coordination	$100.00
- In Office	$90.00
- Telecommuting	
Documentation Specialist	$90.00
- In Office	$90.00
- Telecommuting	

EXHIBIT B: ADDITIONAL RATE SCHEDULE

Note: Under federal disaster grant reimbursement guidelines, reasonable rates may be reimbursed, when documented appropriately, as part of disaster funding.

The following rates have been determined to be reasonable under previous disasters for similar work for similar clients.

Position	Hourly Rate
Mitigation Specialist	$130.00
- In Office	$120.00
- Telecommuting	
Engineer	$175.00
- In Office	$130.00
- Telecommuting	
Senior Engineer	$175.00
- In Office	$150.00
- Telecommuting	
Subject Matter Expert	$130.00
- In Office	$130.00
- Telecommuting	
Project Manager	$110.00
- In Office	$110.00
- Telecommuting	
Case Management Lead	$120.00
- In Office	$110.00
- Telecommuting	
Case Manager	
- In Office	$110.00
- Telecommuting	$100.00

EXHIBIT C (FOR CONTRACTS EXCEEDING $100,000) - CERTIFICATION REGARDING LOBBYING

The undersigned certifies that, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

3. The undersigned shall require that the language of this certification be included in the award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor, ER Assist, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Laurel Matula, President
Name and Title of Contractor's Authorized Official

08/28/2026
Date

MEMORANDUM FOR THE RECORD

08/19/2026

Subject: Permission to Interact Granted to ER Assist

We have entered into an agreement with ER Assist to coordinate FEMA's Public Assistance Program on our behalf, with full authorization to interact with both FEMA and Indiana Emergency Management Agency.

ER Assist shall be considered our FEMA PA Grants Managers; ER Assist is hereby authorized to speak on our behalf in all manners as it relates to FEMA Public Assistance, FEMA Hazard Mitigation, and USDA NRCS. Duties include, but are not limited to: exploratory call, recovery scoping meeting, grants portal management, weekly PDMG calls, responding to requests for information, official correspondence, scope of work acceptance and change requests, requests for reimbursement, quarterly reports, and closeout.

We understand that FEMA must be fully informed of who has been given permission to interact. Please accept this information as explicit and final.

Jospeh Hofferth as Town Council President
and Authorized Agent on behalf of the Town of Munster, Indiana

To: Town Council

From: Patricia Abbott, Town Manager

Meeting Date: September 9, 2026

Subject: Resolution #2169: INDOT Signing Authority

Summary

When the Town receives funding from INDOT, an agreement must be approved by the Town which outlines the funding amount, uses, and other terms. INDOT's process requires the agreement, once approved by Council, to be signed electronically. INDOT's process also requires naming a person who will act as the authorized signer; this is the person who will receive and electronically sign the agreements and related documents. Naming someone does not change the requirements to bring agreements to Council for approval prior to signature.

INDOT needs a resolution naming the authorized signer for 2026, and it is recommended that Town Manager Patricia Abbott be named the authorized signer. The current projects with funding received through INDOT are the Emergency Vehicle Preemption (EVP) Project, the Electric Vehicle purchase, and the 2027 Community Crossings Grant Application.

The resolution has been drafted to be in effect for the remainder of the calendar year 2026.

Financial Impact

NA

Recommended Council Action

By motion and roll call vote, adopt Resolution 2169 as presented.

Attachments:

1. Resolution 2169 - INDOT Signing Authority

RESOLUTION NO. 2169

A RESOLUTION NAMING AN AUTHORIZED SIGNER FOR INDIANA DEPARTMENT OF TRANSPORTATION (INDOT) DOCUMENTS

WHEREAS, the Town Council of the Town of Munster, Lake County, Indiana, has been awarded funding for various projects; and

WHEREAS, the funding is administered through the Indiana Department of Transportation "INDOT"; and

WHEREAS, INDOT requires the Council to specifically grant authority to someone to sign the Local Public Agency Agreement and related documents; and

WHEREAS, the Authorized Signer must secure Town Council approval of any agreement prior to signing and adhere to all other purchasing requirements; now, therefore, be it

RESOLVED by the Town Council of the Town of Munster, Lake County, Indiana, that the Town of Munster Town Council authorizes Town Manager Patricia Abbott to execute contracts and any and all other documents and papers relating to the projects funded through the Indiana Department of Transportation for the calendar year 2026, the Authorized Signer must secure Town Council approval of any agreement prior to signing and adhere to all other purchasing requirements.

RESOLVED and **ADOPTED** this 9th day of September 2026, by a vote of _____ in favor and _____ opposed.

TOWN COUNCIL OF THE TOWN OF
MUNSTER, LAKE COUNTY, INDIANA

_____
Joseph Hofferth, President

ATTEST:

_____
Wendy Mis, Clerk-Treasurer

To: Town Council

From: Patricia Abbott, Town Manager

Meeting Date: September 9, 2026

Subject: Resolution #2170: Update to Retirement Health Savings Program

---

Summary

In 2024, Council reestablished the Retirement Health Savings Plan (RHS). The RHS is specifically designed to create a nest egg to cover medical expenses, including insurance premiums, in retirement. There is triple tax savings with this plan. The earnings are not taxable; the investment earnings on the individual's account are not taxable, and withdrawals from the plan are not taxable provided they are used for approved, medical purposes.

In order to participate in a Retirement Health Savings Plan, specific groups must be defined, and the contribution amounts are set within the plan. Anyone within the defined group must contribute at the same rate. It is not voluntary.

Currently, Department Heads and the Controller make mandatory contributions. With the approval of the agreement for the Town Manager, an amendment to the RHS plan is requested. This will require the Town Manager to make a mandatory contribution.

Resolution 2170 has been drafted to modify the Retirement Health Savings Plan to create a new group for the Town Manager with a mandatory contribution of $500.00/pay period. All other groups and amounts remain unchanged.

Financial Impact

NA

Recommended Council Action

By motion and roll call vote, adopt Resolution 2170 as presented.

Attachments:

1. RESOLUTION 2170

RESOLUTION 2170

A RESOLUTION AMENDING THE MISSIONSQUARE RETIREMENT HEALTH SAVINGS (RHS) PROGRAM

PLAN NUMBER: 800200
EMPLOYER: CIVIL TOWN OF MUNSTER
STATE: INDIANA

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the amendment of its existing retiree health savings plan for such employees
serves the interests of the Employer and Employees; now, therefore, be it

RESOLVED that the Employer hereby amends the Plan in the form of MissionSquare's
Retirement Health Savings Program.

Adopted and Resolved by the Town Council of the Town of Munster this 9th day of September 2026, by a vote of ____ in favor and _____ opposed.

TOWN COUNCIL OF THE TOWN OF
MUNSTER INDIANA, LAKE COUNTY, INDIANA

_____
Joseph Hofferth, President

Attest: _____
Wendy Mis
Clerk-Treasurer, Town of Munster

To: Town Council

From: Patricia Abbott, Town Manager

Meeting Date: September 9, 2026

Subject: Ordinance #2020: Amendment to Salary Ordinance

Summary

Ordinance 2000 established the 2026 Salary Ordinance and was adopted November 17, 2025. The proposed amendment revises the ordinance to ensure consistency with the Town Manager contract approved at the August 17, 2026, meeting.

Staff also recommends changing the job title from “Director of Operations” to “Director of Public Works.” There are no other changes associated with this change; it is a title change only.

Financial Impact

NA

Recommended Council Action

By motion and roll call vote, hear Ordinance 2020 on first reading as presented and set second reading for the next regular meeting.

Attachments:

1. Ordinance 2020 - Amendment #1 to 2026 Salary Ordinance
2. Ordinance 2020 - Exhibit A
3. Ordinance 2020 - Exhibit D

ORDINANCE 2020

AMENDMENT #1 TO THE 2026 SALARY ORDINANCE

WHEREAS, The Munster Town Council adopted Ordinance 2000 which established the 2026 Pay Plan for the Town of Munster at their meeting of November 17, 2025; and

WHEREAS, The Town Council believes in paying employees fairly and equitably; and

WHEREAS, It is necessary from time to time to add, subtract, modify, correct, or otherwise amend the terms of an adopted ordinance; now, therefore, be it

ORDAINED, By the Town Council of the Town of Munster, Lake County, Indiana, that the following be amended.

1. Section II of Ordinance 2000 be amended by making the biweekly salary of the Town Manager $6,346.15
2. Exhibits A and D be amended by changing the job title of "Director of Operations" to "Director of Public Works."

ORDAINED and ADOPTED by the Town Council of the Town of Munster, Indiana, on the ____ day of _____ 2026, by a vote of ____ in favor and _____ opposed.

TOWN COUNCIL OF THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA

_____
Joseph Hofferth, President

ATTEST:

_____
Wendy Mis, Clerk-Treasurer

ORDINANCE 2020

EXHIBIT A: SALARY GRADES AND RANGES (non-SWORN PERSONNEL)

Salary Grade	Salary Grade Minimum	Salary Grade Midpoint	Salary Grade Maximum	# Approved Positions per Ordinance	Position Title	Department
1	$14.00	$17.50	$21.56	1	Maintenance Level I - Public Works	Public Works
2	$17.81	$22.27	$28.56	2	Administrative Secretary	Town Mgr.
				1	Administrative Secretary	Public Works
				2	Administrative Secretary	Park & Rec.
				1	Administrative Secretary	Fire
				1.5	Administrative Secretary	Bldg. Com. Dev.
				3	Accounting/Counter Deputy Clerk	Clerk-Treas.
				4	Maintenance Level II - Parks & Recreation	Park & Rec.
				23	Maintenance Level II - Public Works	Public Works
				2	Police Records Clerk	Police
3	$20.40	$25.50	$30.60	1	Deputy Clerk - Accounts Payable	Clerk-Treas.
				2	Maintenance Level III - Parks & Recreation	Park & Rec.
				10	Maintenance Level III - Public Works	Public Works
				1	Maintenance Level III - MS4	Public Works
				1	Marketing Coordinator	Park & Rec.
	$1,632.00	$2,040.00	$2,448.00	2	Recreation Supervisor	Park & Rec.
4	$21.27	$27.86	$33.43	1	Administrative Assistant	Town Mgr.
				1	Administrative Assistant	Police
				1	Administrative Assistant	Public Works
				1	Administrative Assistant	Bldg. Com. Dev.
				1	Apprentice Mechanic	Public Works
				1	Deputy Clerk - Bookkeeping	Clerk-Treas.
				1	Deputy Clerk - Fleet	Clerk-Treas.
				1	Deputy Clerk - Payroll	Clerk-Treas.
				1	Deputy Clerk - Water Billing	Clerk-Treas.
5	$24.95	$31.19	$37.42	1	Benefits Specialist	Clerk-Treas.
				2	Community Service/Code Enforcement Officer	Police
				2	Maintenance Level IV - Parks & Recreation	Park & Rec.
				5	Maintenance Level IV - Public Works	Public Works
				2	Mechanic	Public Works
				1	PD Technical Support Specialist	Police
				1	Zoning Enforcement Inspector	Bldg. Com. Dev.
6	$25.67	$33.34	$41.01	1	Accounting Analyst	Clerk-Treas.
				1	Crew Leader - Mechanic	Public Works
				1	Crew Leader - Street	Public Works
				1	Crew Leader - Water & Sewer	Public Works
				1	Multi Discipline Inspector	Bldg. Com. Dev.
7	$2,274.40	$2,954.40	$3,633.60	1	Deputy Controller	Clerk-Treas.
				1	Licensed Social Worker	Police
				1	Director of Economic Development	Town Mgr.
				1	Director of Communications & Community Relations	Town Mgr.
	$28.43	$36.93	$45.42			
8	$2,519.20	$3,272.00	$4,024.00	1	Chief Building Inspector	Bldg. Com. Dev.
9	$2,770.40	$3,597.60	$4,424.80	1	Assistant Town Manager	Town Mgr.
				1	Superintendent of Operations - Parks & Recreation	Park & Rec.
				1	Superintendent of Recreation	Park & Rec.
				1	Superintendent - Special Projects	Public Works
				1	Superintendent of Operations - Public Works	Public Works
	$34.63	$44.97	$55.31			
10	$3,232.00	$4,197.60	$5,163.20	1	Fire Chief	Fire
				1	Director of Public Works	Public Works
	$40.40	$52.47	$64.54	1	Director of Parks & Recreation	Park & Rec.
11	$3,444.00	$4,472.00	$5,500.80	1	Controller	Clerk-Treas.
	$43.05	$55.90	$68.76	1	Planning Director	Bldg. Com. Dev.

Updated:10/28/2025

ORDINANCE 2020

EXHIBIT D: DISTRIBUTION OF PAYROLL BY FUND

Grade	Position Title	Department or Area	General 1101	MVH 2201	Parks 2204	Tech. 2547	Sewer 2580	Redev. Oper. 4406	Water 6101	Solid Waste 6604
1	Maintainer I	PW- Bldg Maint.	35%		25%		15%		25%	
2	Administrative Secretary	Town Mgr.	25%		5%	30%	10%		30%	
	Administrative Secretary	Bldg. Com. Dev.	60%				20%		20%	
	Administrative Secretary	Public Works	10%				30%		30%	30%
	Administrative Secretary	Park & Rec.			100%					
	Administrative Secretary	Fire Dept.	100%							
	Deputy Clerk-Accounting	Clerk-Treas.	40%		25%		10%		20%	5%
	Deputy Clerk-Counter	Clerk-Treas.	60%				10%		20%	10%
	Deputy Clerk -Water	Clerk-Treas.					30%		60%	10%
	Maintenance Level II-Street	Public Works		40%			30%		30%	
	Maintenance Level II-Water	Public Works					50%		50%	
	Maintenance Level II-Solid Waste	Public Works		30%			15%		15%	40%
	Maintainer II	Park & Rec.			100%					
	Police Records Clerk	Police Dept.	100%							
3	Deputy Clerk-Acct. Payable	Clerk-Treas.	35%		25%		10%		25%	5%
	Maintenance Level III-Street	Public Works		40%			30%		30%	
	Maintenance Level III-Water/Sewer	Public Works					50%		50%	
	Maintenance Level III-MS4	Public Works	20%	10%			40%		30%	
	Maintenance Level III	Park & Rec.			100%					
	Marketing Coordinator	Park & Rec.			100%					
	Recreation Supervisor	Park & Rec.			100%					
4	Administrative Assistant	Police Dept.	100%							
	Administrative Assistant	Bldg. Com. Dev.	60%				20%		20%	
	Administrative Assistant	Public Works	10%				30%		30%	30%
	Administrative Assistant	Town Mgr.	40%		30%		5%		20%	5%
	Apprentice Mechanic	Public Works		40%			30%		30%	
	Community Service Off.	Police Dept.	100%							
	Deputy Clerk-Bookkeeping	Clerk-Treas.	40%		15%		15%		20%	10%
	Deputy Clerk-Fleet Admin.	Clerk-Treas.	35%		10%		20%		30%	5%
	Deputy Clerk-Payroll	Clerk-Treas.	40%		15%		15%		20%	10%
	Deputy Clerk-Water	Clerk-Treas.					30%		60%	10%
5	Benefits Specialist	Town Mgr.	50%		20%		5%		20%	5%
	Maintainer IV-Park Maintenance	Parks			100%					
	Maintainer IV-Centennial	Parks			95%					5%
	Maintenance Level IV-Street	Public Works		40%			30%		30%	
	Maintenance Level IV-Water/Sewer	Public Works					50%		50%	
	Mechanic	Public Works		40%			30%		30%	
	PD Technical Support Specialist	Police	100%							
	Zoning Enfor. Insp.	Bldg. Com. Dev.	60%				20%		20%	
6	Accounting Analyst	Clerk-Treas.	40%		15%		15%		20%	10%
	Crew Leader-Mechanic	Public Works		40%			30%		30%	
	Crew Leader-Street	Public Works		30%			30%		30%	10%
	Crew Leader-Water/Sewer	Public Works					50%		50%	
	Multi-Discipline Inspector	Bldg. Com. Dev.	60%				20%		20%	

ORDINANCE 2020

EXHIBIT D: DISTRIBUTION OF PAYROLL BY FUND

Grade	Position Title	Department or Area	General 1101	MVH 2201	Parks 2204	Tech. 2547	Sewer 2580	Redev. Oper. 4406	Water 6101	Solid Waste 6604
7	Deputy Controller	Clerk-Treas.	30%		20%		10%	10%	25%	5%
	Licensed Social Worker	Police	100%							
	Director of Economic Development	Town Mgr.	30%				15%	30%	25%	
	Director of Communications & Community Relations	Town Mgr.	25%		10%	25%	10%		25%	5%
8	Chief Building Inspector	Bldg. Com. Dev.	60%				20%		20%	
9	Assistant Town Manager	Town Mgr.	10%		10%		20%	30%	25%	5%
	Sup. of Operations-Parks	Park & Rec.			95%					5%
	Supt. of Recreation	Park & Rec.			100%					
	Superintendent-Operations	Public Works		25%			25%		25%	25%
	Superintendent-Special Projects	Public Works		25%			25%		25%	25%
10	Fire Chief	Fire Dept.	100%							
	Director of Public Works	Public Works		25%			25%		25%	25%
	Director of Parks & Recreation	Park & Rec.			100%					
11	Controller	Clerk-Treas.	30%		20%		10%	10%	25%	5%
	Planning Director	Bldg. Com. Dev.	10%		10%		20%	15%	25%	20%
	*All Sworn Personnel	Police Dept.	100%							
Uncl.	Town Council		35%				25%		25%	15%
	Clerk-Treasurer		30%				25%	10%	30%	5%
	C-T part-time staff		100%							
	Town Manager		10%		10%		20%	30%	25%	5%

*A portion of the payroll and benefits will be paid from the Opioid Settlement Funds by making a transfer into the General Fund.

Updated: 09/21/26

To: Town Council

From: Patricia Abbott, Town Manager

Meeting Date: September 9, 2026

Subject: Ordinance #2021: PERF Covered Employees

Summary

Regular, full-time employees are covered under one of the retirement plans under the Indiana Employers' Retirement System (INPRS) umbrella. Current, sworn officers are part of the 1977 Police Officer's Pension and Disability Fund (1977 Fund). Certain civilian positions are part of the Public Employee's Retirement Fund (PERF).

Indiana Code 5-10.3-7-1 outlines who is eligible for coverage under the Public Employees' Retirement Fund and the Town must name those positions that it wants to be covered under the PERF program in an ordinance. The list is reviewed from time-to-time and is being updated because of the Town Manager contract approved earlier this evening. The list was last updated in 2023.

Ordinance 2021 has been drafted to formalize those positions considered PERF-covered.

Financial Impact

NA

Recommended Council Action

By motion and roll-call vote, hear Ordinance 2021 on first reading and set second reading for the next regular meeting.

Attachments:

1. Ordinance 2021 - PERF Covered Positions

ORDINANCE 2021

AN ORDINANCE NAMING PERF-COVERED POSITIONS

WHEREAS, The Town of Munster is a participant in the Indiana Public Retirement System; and

WHEREAS, The Town of Munster covers current, sworn officers under the 1977 Police Officers' Pension and Disability Fund (1977 Fund); and

WHEREAS, The Town of Munster covers certain civilian Public Employees' Retirement Fund (PERF); and

WHEREAS, The Town of Munster must name those positions covered under the Public Employees' Retirement Fund (PERF); now, therefore, be it

ORDAINED, That the Town Council hereby names the following positions as PERF-covered positions for the purposes of membership in the Public Employees' Retirement Fund.

Accounting Analyst
Administrative Assistant
Administrative Secretary
Benefits Specialist
Chief Building Inspector
Clerk-Treasurer
Community Service Officer
Controller
Crew Leader
Deputy Clerk - All levels
Deputy Controller
Director of Communications & Community Relations
Director of Parks & Recreation
Economic Development Director
Fire Chief
Licensed Clinical Social Worker
Maintainer - All levels
Marketing Coordinator
Mechanic - including Apprentice
Multi-Discipline Inspector
PD Technical Specialist
Planning Director
Police Records Clerk
Recreation Supervisor
Superintendent - Special Projects
Superintendent of Operations
Superintendent of Recreation
Town Manager
Zoning Enforcement Inspector

PASSED AND ADOPTED by the Town Council of the Town of Munster on the ____ day of _____ 2026, by a vote of ____ in favor and ____ opposed.

TOWN COUNCIL OF THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA.

_____
Joseph Hofferth, President

ATTEST:

_____
Wendy Mis, Clerk-Treasurer

To: Town Council

From: Patricia Abbott, Town Manager

Meeting Date: September 9, 2026

Subject: Engagement Letter: 2026 GO Bond

Summary

At the July 6, 2026, meeting, Council approved an engagement letter with Barnes & Thornburg for legal services related to the issuance of the 2026 General Obligation Bond. Baker Tilly has now presented an engagement letter to provide financial planning services for this matter. These costs will be billed hourly with a not-to-exceed amount of $20,000.00. These services would include sizing the bond, advising on market conditions, financial analysis, advising on issuance and financing options including the method of sale.

If the bond is privately placed or a limited public issuance, there will be a fee of $40,000.00. Any fees will be paid from the bond proceeds.

Financial Impact

Funding Source: 2026 GO Bond Proceeds
Cost: Not to exceed $60,000.00

Recommended Council Action

By motion and roll call vote, approve the letter of engagement with Baker Tilly for issuance of the 2026 General Obligation Bond.

Attachments:

1. Baker Tilly 2026 GO Bond Engagement Letter

August 31, 2026

Town of Munster, Indiana
Ms. Wendy Mis, Clerk-Treasurer
1005 Ridge Road
Munster, IN 46321-1849

RE: Engagement Letter for Proposed Debt Issuance Services

Dear Wendy:

Thank you for allowing Baker Tilly Municipal Advisors, LLC ("BTMA," "Advisor," "we," "us," and "our") to serve as municipal advisors to Town of Munster, Indiana (referred to herein as the "Client," "you," and "your").

This agreement ("Agreement" or "Engagement Letter") confirms our acceptance and understanding of the nature and scope of our engagement, the limitations of the Services, and the responsibilities of BTMA and Client in connection therewith.

Summary of Services

Our services to you under this engagement (the "Services") will include the following:

General Municipal Advisory Services

Unless otherwise agreed and as applicable, for any financial matter, project, or financing initiative ("Project"), BTMA will:

- Provide general financial advice and feasibility analysis on funding the Project through the issuance of debt ("Debt Obligation") or other funding alternatives.
- Assist in developing and evaluating financing approaches and selecting the most appropriate financing option.
- Advise on market conditions, economic factors, and applicable laws, subject to the concurrence of Client's counsel, impacting the Project and Debt Obligation.
- Assist in identifying and coordinating with other professionals and managing working group activities.
- Review relevant documents and support other agreed-upon Project needs.
- Develop cost estimates and evaluate financing options.
- Assist in determining the method of sale (e.g., competitive, negotiated, or private placement).
- Advise on structure, terms, pricing, and overall initial feasibility of the Debt Obligation.
- Assist in determining the suitability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and/or if credit enhancements should be considered for the Debt Obligation.

- Advise the Client on current market conditions, financial impacts of federal, state, or other laws, and other general information and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.

Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services related to any debt issuance including modifying or refunding of a prior issuance or other financings (each referred to herein as a "Transaction"), BTMA shall perform the following Services, as applicable:

- Develop a preliminary estimate of project costs and evaluate financial feasibility to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client for the issuance (the "Debt Obligation").
- Assist the Client in determining an appropriate method of sale for the Debt Obligation (e.g., competitive, negotiated, private placement).
- Provide for the Client's consideration an amount, the security, maturity structure, call provisions, estimated pricing, and other terms and conditions of the Debt Obligation.
- Advise the Client on current market conditions, financial impacts of federal, state, or other laws, and other general information and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.
- Assist the Client in evaluating the advisability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
- Assist the Client with the analysis of utilizing credit enhancement and aid with seeking such credit enhancement if it would be advantageous to the Client.
- Assist the Client in coordinating the financing activities between various parties to any Transaction as needed.
- Assist the Client in identifying other professional services that may be necessary for the issuance or post-issuance requirements of the Debt Obligation.
- Assist the Client in connection with the preparation, composition, review, and distribution of an offering document (e.g., Preliminary and Final Official Statement, Offering Circular, Term Sheet or Private Placement Memorandum, as applicable) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the Project, and the Debt Obligation.
- Provide relevant information for and assist with the review of other primary financing documents, including but not limited to the relevant governing body issuance resolutions/ordinances, bond purchase agreement, and official notice of sale.
- Communicate with potential underwriters or investors, as appropriate to any Transaction, to help ensure that each is furnished with information the Client has deemed to be material to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
- Facilitate the sale of Debt Obligations through receipt and analysis of bids in a competitive sale or analysis of pricing and terms offered by an underwriter or purchaser in a negotiated or private placement sale.

- Coordinate with the proper parties to ensure the efficient delivery of the Debt Obligations to the applicable purchaser and receipt of proceeds.

Your Assistance

It is your responsibility to provide all the information required for the performance of the services outlined in the *Summary of Services* above. You agree to bring to our attention any matters that may reasonably be expected to require further consideration. You also agree to bring to our attention any changes in the information as originally provided to us as soon as such information becomes available.

You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and is supported by records as required by law. We will not audit or otherwise verify the data you submit, although it may be necessary to ask you to clarify some of the information. **To the extent the information that you provide is incorrect, incomplete or has other errors, we are not responsible for how those errors impact the correctness of our work product.**

BTMA's services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. BTMA will not perform any management functions or make management decisions for Client in connection with this engagement.

In addition, you agree to perform the following in connection with these non-attest Services:

- Make all management decisions and perform all management functions and assume all management responsibilities.
- Oversee the Services by designating one or more individuals, preferably within senior management, who possess the skill, knowledge and/or experience to oversee the Services performed. Such an individual is not required to possess the expertise to perform or reperform the Services.
- Evaluate the adequacy and results of the Services performed.
- Accept responsibility for the results of the Services.

It is our understanding that the Client has or will designate an appropriate person to oversee our services and that, in the opinion of the Client, such person is qualified to oversee the services as outlined above. If any issues or concerns in this area arise during the course of our engagement, we will discuss them with you prior to continuing with the engagement.

Client's Responsibilities

It is understood that BTMA will serve in an advisory capacity with the Client.

Client authorizes Advisor to respond to inquiries from and communicate and share information regarding Client with attorneys, accountants, broker-dealers, other advisor, and any broker-dealer advisor or other service provider or agents of such persons, Advisor or Client to the extent deemed by Advisor to be necessary or appropriate in connection with Advisor's Services under this Agreement to the fullest extent permitted by law.

The ability to provide the Services according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to Deliverables promptly unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by BTMA shall not include an audit or review of the records or the expression of an opinion on financial data.

Confidentiality

With respect to this Agreement and any information supplied by the disclosing party (the "Disclosing Party") in connection with this Agreement that should reasonably be treated as confidential and/or proprietary ("Confidential Information"), the receiving party (the "Recipient") agrees to: (i) protect the Confidential Information in the same manner in which it protects its confidential information of like importance, but in no case using less than reasonable care; (ii) use the Confidential Information only to perform its obligations under this Agreement; and (iii) reproduce Confidential Information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (a) publicly known, other than as a result of a breach of this Agreement by Recipient, (b) already known to the Recipient, (c) disclosed to Recipient by a third party who, to the best of Recipient's knowledge, owes no obligation of confidentiality to the Disclosing Party, or (d) independently developed by Recipient. Subject to the foregoing, BTMA may disclose Client's Confidential Information (y) to its subcontractors and affiliates, or (z) when required to comply with a legal requirement or order, or as required by regulations or professional standards governing the Services performed.

BTMA may be required to disclose Confidential Information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that BTMA receives a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, BTMA will promptly notify Client, unless otherwise prohibited. In the event BTMA is requested by Client, or required by government regulation, subpoena or other legal process to produce its engagement working papers or its personnel as witnesses with respect to Services rendered to Client, so long as BTMA is not a party to the proceeding in which the information is sought, Client will reimburse BTMA for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Ownership of Intellectual Property

Unless otherwise stated, subject to BTMA's rights in BTMA's Knowledge (as defined below), Client shall own completed deliverables developed under this Agreement (the "Deliverables") and may use, copy and distribute Deliverables internally for Client's internal business purposes. Disclosure of Deliverables to any third-party is subject to BTMA's prior written consent and, where applicable, execution of BTMA's standard access letter. BTMA will maintain ownership right, title and interest to all BTMA's Knowledge. For purposes of this Agreement "BTMA's Knowledge" means BTMA's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent trademark and other intellectual property rights related thereto, that are (1) owned or developed by BTMA prior to the Effective Date of this Agreement ("BTMA's Preexisting Knowledge") (2) developed or obtained by BTMA after the Effective Date, that are reusable from

client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of BTMA's Preexisting Knowledge which do not include or incorporate Client's Confidential Information. To the extent that any BTMA Knowledge is incorporated into the Deliverables, BTMA grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such BTMA Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of BTMA. Additionally, BTMA may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documents for this engagement, including, but not limited to workpapers, are the property of BTMA and constitute Confidential Information. BTMA may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If BTMA is required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes BTMA to do so.

Timing

The Services will commence upon execution of this Agreement.

Additional Services

Before we begin any incremental work, we will discuss the changes with you and provide an estimate of the additional fees expected to be incurred. Our fee associated with any additional time that we spend on such issues will be based on our standard hourly rates for the level of staff performing the Services.

During the term of this Agreement we may suggest, or you may request, that we provide services outside the scope of services described in the Summary of Services section above. If these additional services are closely related to the engagement **and** expected to cost less than $10,000, or are minor and require minimal time (such as answering a quick question), they may be provided under the authority of this Agreement. **All such additional services must be mutually agreed upon and documented in writing or electronic communication.**

Fees

The fees for services provided under this SOW will be as follows:

SCOPE	FEE	NOT TO EXCEED
General Municipal Advisory Services	Time and Materials	$20,000
Securities Issuance – Assuming Private Placement or Limited Public Issuance	$40,000	

Our fees are based upon the hourly rates of individuals assigned to provide the services at issue. Our hourly rates are as follows:

Title	Hourly Rate
Principal & Managing Director	$605
Director	$510
Senior Manager	$400
Manager	$330
Senior Consultant	$265
Consultant	$210

The amount of our fee for services is based on the assumption that we will receive the complete information and assistance as detailed in this Agreement on a timely basis. In the event we believe an additional fee is required as the result of an unforeseen difficulty in completing the engagement, a change in the underlying facts or law or your failure to provide complete information and timely assistance, we will inform you promptly and agree on a revised fee with you at that time.

In addition to our professional fees, our invoices will include a 5% fee for software, technology and data security. Any travel, subsistence and other out-of-pocket expenses related to the engagement including charges from other entities such as rating agencies, bond and official statement printers, couriers, newspapers, bond insurance companies, bond counsel and local counsel, and electronic bidding services, including Parity® will be billed separately. Interim billings will be submitted on a monthly basis as work progresses and expenses are incurred. Our invoices are due and payable upon receipt.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Agreement as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement as shall be resolved as set forth in this section using the following procedures: In the unlikely event that differences concerning the services or fees provided by BTMA should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedures. Each party shall bear their own expenses from mediation, and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or Attachment A as well as the relationship of the parties established hereunder.

Because a breach of any of the provisions of this Agreement concerning confidentiality or intellectual property rights may irreparably harm the non-breaching party, Client and BTMA agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other

rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the Services performed under this Agreement shall not exceed the fees paid to BTMA under this Agreement, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, BTMA or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Agreement.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim.

Assignment

Neither this Agreement, any claims nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by Client without the written consent of BTMA. BTMA may assign and transfer this Agreement to any successor that acquires all or substantially all of the business or assets of BTMA by way of merger, consolidation, other business reorganization, or the sale of interests or assets.

Severability

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the services should become subject to the independence rules

of the SEC with respect to Client, such that any provision of this Agreement would impair BTMA's independence under its rules, such provision(s) shall be of no effect.

Waiver

Nothing herein shall constitute a waiver or limitation of any rights which the Client may have under applicable U.S. federal and state securities laws, or any other laws whose applicability is not permitted to be contractually waived.

Data Privacy

Client is responsible for notifying BTMA of any applicable privacy laws the personal data or personal information provided to BTMA is subject to, and Client represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize BTMA to process such information in connection with the Services described herein. Client further understands BTMA, Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and subsidiaries, including Baker Tilly One India LLP, may process Client data as necessary to perform the Services, pursuant to the alternative practice structure in place between Baker Tilly US, LLP and Baker Tilly Advisory Group, LP. Client agrees that Baker Tilly has the right to utilize Client data to improve internal processes and procedures and to generate aggregated/de-identified data from the data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

BTMA has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulation, and other information security related system requirements. Such requirements are communicated in BTMA's policies and procedures, system design documentation, and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notice to BTMA of any additions, changes or removals of access for Client personnel to BTMA provided systems or applications. If Client becomes aware of any known or suspected information or privacy related incidents or breaches related to this Agreement, Client shall timely notify BTMA via email at dataprotectionofficer@bakertilly.com

E-Verify Program

BTMA participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibilities Act of 1996 (P.L. 104-208), Division C, Title IV, s401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). BTMA does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

Investments

BTMA certifies that pursuant to Indiana Code 5-22-16.5 et.seq. BTMA is not now engaged in investment activities in Iran, BTMA understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

Non-Discrimination

Pursuant to Indiana Code §22-9-1-10, BTMA and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Engagement Letter, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

BTMA certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that BMTA will not violate the terms of I.C. 24-4.7 for the duration of the Agreement, even if I.C. 24-4.7 is preempted by federal law. BTMA further certifies that any affiliate or principal of BTMA, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Agreement, even if I.C. 24-4.7 is preempted by federal law.

Anti-Nepotism

BTMA is aware of the provisions under I.C. 36-1-21 et.seq. with respect to anti-nepotism in contractual relationships with governmental entities. BTMA is not aware of any relative (as defined in I.C. 36-1-21-3) of any elected official (as defined in I.C. 36-1-21-1) of the Client who is an owner or an employee of BTMA.

Termination

Both the Client and BTMA have the right to terminate this Agreement at any time after thirty (30) days' notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and BTMA, the Services described herein will terminate sixty (60) days after completion.

Force Majure

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lout out, failure of public utilities or injunction; any act, exercise, assertion or requirement of any governmental authority; any epidemic, destruction of production facilities or insurrection; any inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs; or any other cause beyond the reasonable control of the party invoking this provision, and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to the provisions relating to conflict of laws. Any non-arbitrable action arising under this Agreement shall be brought exclusively in the State of Illinois, and both parties consent to the personal jurisdiction of the state and federal courts located in Illinois.

Important Disclosures

Incorporated into this Agreement as Attachment A are important disclosures.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter shall survive the expiration or termination of this Engagement Letter.

We appreciate the opportunity to be of service to you. If you agree with the terms of this Agreement, please sign and return a complete copy of this Agreement to us. Please retain a copy for your files. If you have any questions or comments regarding the terms of this Agreement, please call me.

Sincerely,



Matthew R. Eckerle, Principal

ACCEPTED AND AGREED:

This Agreement sets forth the entire understanding of Town of Munster, Indiana with respect to this engagement and the Services to be provided.

Baker Tilly Municipal Advisors, LLC	**Town of Munster, Indiana**
By: 	By:
Name: Matthew R. Eckerle	Name:
Title: Principal	Title:
Date: August 31, 2026	Date:

Attachment A
Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly Municipal Advisors, LLC ("BTMA") and its affiliates, including but not limited to Baker Tilly US, LLP, Baker Tilly Advisory Group, LP, Baker Tilly Capital, LLC, and Baker Tilly Wealth Management, LLC, is free to render services to the Client or others and that BTMA does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP ("Baker Tilly") and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly and its subsidiary entities are not licensed CPA firms. Baker Tilly and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is separate and independent legal entity, and each describes itself as such. Baker Tilly, Baker Tilly US, LLP, nor any other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license with Baker Tilly Internation Limited.

Baker Tilly Municipal Advisors, LLC ("BTMA"), controlled by Baker Tilly, is a registered municipal advisor pursuant to Section 15B of the Securities Exchange Act, as amended and the rules and regulations adopted by the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker-dealer. The offer and sale of any bond is made by the Client at the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take in the offer or sale thereof.

Baker Tilly Wealth Management, LLC ("BTWM"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, controlled by Baker Tilly. BTWM may provide services to the Client in connection with the investment of proceeds from an issuance of securities through Baker Tilly Investment Services, a Division of BTWM. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, BTMA may act as solicitor for, and recommend the use of BTWM, but the Client shall be under no obligation to retain BTWM or to otherwise utilize BTWM relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and BTMA may have incentive to recommend larger financings than would be in the Client's best interest. BTMA will manage and mitigate this potential conflict of interest by using this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTWM's services and adherence to fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC (“BTC”) is a limited-service broker-dealer, controlled by Baker Tilly, specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate BTMA. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Conflict Disclosures Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client’s evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC’s EDGAR system Company Search Page which is currently available at https://www.sec.gov/edgar/searchedgar/companysearch.html and searching for either BTMA or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under this Agreement because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by the Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Summary of Services to be performed by BTMA. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, BTMA may suffer a loss.

Thus, BTMA may recommend less time-consuming alternatives or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provide primarily through clarity in the fee to be charged and Services to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it woes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to our Services, the conflict will be identified in the respective Summary of Services. Material conflicts of interest that arise after the date of a Summary of Services will be provided to the Client in writing at that time.

To: Town Council

From: Laura Pramuk, Administrative Assistant

Meeting Date: September 9, 2026

Subject: Purchase of Two Altitude Valves

Summary

Two of the Town's water towers need altitude valves; the Ridge Road water tower and the White Oak Avenue water tower. The valves will work with SCADA to keep water in the towers and consistent pressure in the Town. The SCADA system will be bid next month. This order needs to be placed due to the long delivery time of at least 14 weeks.

This quote does not include the permit fee, overtime and installation.

Financial Impact

Funding Source: Water Bond
Budgeted Amount:
Cost: $143,482

Recommended Council Action

By motion and voice vote, approve the purchase of two Altitude Valves from Austgen Electric for $71,741.00 each for a total price of $143,482.00.

Attachments:

1. Utility Supply Co quote 1606590
2. EJP quote
3. austgen quote

QUOTATION

UTILITY SUPPLY COMPANY
11 SHERWOOD SQUARE
PERU, IN 46970
US
765-472-4398

Order Number
1606590
Order Date | Page
08/24/2026 09:29:13 | 1 of 1
Quote Expires On: 09/03/2026

Bill To:
MUNSTER WATER DEPT
1005 RIDGE ROAD
MUNSTER, IN 46321
US

219-836-6971
Attn: ACCOUNTS PAYABLE

Ship To:
MUNSTER WATER DEPT
508 FISHER STREET
MUNSTER, IN 46321
US

Requested By: PHIL PEIRCE

Customer ID: 101220

PO Number	*Ship Route*	*Taker*
631-22BCSEY HKCKX		MMUNDY

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
2.00	0.00	2.00	EA		631-22BCSEY HKCKX	EA	40,829.0000	81,658.00
			1.0		16" RED. PORT ELECTRONIC CONTROL VALVE	1.0		
					Order Line Notes: 16" Reduced Port Electronic Control Valve, 100-20 DI Body, 150# Flange, Lay Length 35" Flange to Flange, Epoxy Coated, Stainless- Steel Trim, Brass and Copper Pilot System, Open and Closed Speed Controls, Wye Strainer, 120V Solenoids, Pow er Fail Open, X117D Position Transmitter, Atmospheric Drain, Left Hand Mount Pilot, XP2F Meter Package Including X35 Module, Inlet and Outlet Pressure Transmitters and Gauges using the X117D Position Transmitter Quoted Above. -Plus, Freight -8 Weeks -Non-AIS or BABA			

Total Lines: 1

SUB-TOTAL:	81,658.00
TAX:	0.00
AMOUNT DUE:	**81,658.00**
U.S. Dollars	

BID FOR MUNSTER WATER DEPARTMENT

Date: 08/07/2026

Bid #5607798 Information

TEAM EJP
WATER • WASTEWATER • STORMWATER
SOLUTIONS

Account Name: MUNSTER WATER DEPARTMENT

Date: 08/07/2026

Team EJP is pleased to present the following materials quotations as our interpretation of this project's contract document specifications and drawings. It is the responsibility of the customer to verify their own final quantities and interpretation of the project materials specifications.

All materials pricing included in this proposal reflects the entire scope of materials for this project. Any change in materials or project scope may be subject to repricing.

All pricing is at current economic conditions, pricing may be updated due to tariff related product cost adjustments!

For current lead times on DI pipe, please contact your local EJP representative. Large diameter pipe or pipe containing specialty joints, linings, or coatings carry longer lead times that will be provided at the time of order unless otherwise noted on this proposal.

Ductile Iron pipe 18" and larger, or any ductile iron pipe with specialty coatings and/or linings, will require a "MTO" (Made-To-Order) confirmation. No orders requiring a "MTO" will be processed until confirmation is received from customer. MTO materials are NON-CANCELLABLE!

Freight terms and lead times are subject to change due to current market and manufacturing availability. All freight estimates are provided as only estimates. Customers will be charged the actual freight cost at the time of shipment.

Team EJP is in no way responsible for incurring any costs or back charges that may be associated with project scheduling conflicts or deadlines resulting in delays from manufacturing or transportation.

We hope this proposal assists you in your project costing. We are available to answer any questions regarding this proposal that you may have. We understand that these are very trying times and please know that Team EJP is always committed to doing everything we can to assist in making your project a success.

Payment terms are net 30 days from the date of invoice. All non-stock items are non-returnable, non-cancellable, and no credit will be offered.

Team EJP Service Technicians will only perform 3/4"-2" taps on C900/C909 PVC Pipe utilizing a full circumference, stainless steel wrap-around tapping saddles. On wet taps 4"-24", the contractor must provide a minimum of 3' of exposed existing pipe on each side of tapping sleeve. Overall length of exposed pipe will be determined based on the length of the tapping sleeve.

Team EJP is not able to certify product compliance for American Iron & Steel products and does not accept any liability for any statements made by the manufacturer that are later determined to be false.

Safety is always our priority, and the customer must ensure all site conditions meet or exceed current OSHA regulations. Team EJP service technicians will, under no circumstances, will enter any hazardous site, trench, confined space, or any other unsafe environment and reserves the right to decline entry, work, or completion of expected work if any violation of current OSHA regulations or other dangerous hazards is found.

BID FOR MUNSTER WATER DEPARTMENT

Date: 08/07/2026

Bid #5607798 Information

TEAM EJP
WATER · WASTEWATER · STORMWATER
SOLUTIONS

EJP Number	Product	Unit of Measure	Quantity	Unit Price	Extended Price
Non Stock Item	16" MODEL D42AFCV-40DAWR-RTP-FM, ELECTRICALLY POSITIONED THROTTLING VALVE AND DOUBLE ACTING ALTITUDE FEATURES WITH FLOW METER AND POSITION TRANSDUCER, ANSI CLASS 125# FLANGES, CAST IRON BODY AND COVERS, BRONZE INTERNALS, GLOBE AON ALL INTERNAL AND EXTERNAL FERROUS SURFACES APROX 10-14 WEEKS	EA	2	$ 56,502.00	$ 113,004.00
	SUBTOTAL				**$ 113,004.00**
	TOTAL				**$ 113,004.00**

BID FOR MUNSTER WATER DEPARTMENT

Date: 08/07/2026

Bid #5607798 Information

TEAM EJP
WATER • WASTEWATER • STORMWATER
SOLUTIONS

E.J. Prescott, Inc. Terms and Conditions of Sale

- **Prices:** All prices are subject to change without notice, except where firm quotations have been provided in writing by authorized management personnel of E.J. Prescott, Inc. ("EJP").
- **Taxes:** Prices do not include any present or future federal, state, or local taxes (including, without limitation, sales tax, use tax, excise tax, or otherwise) unless specifically stated. It is the responsibility of the Buyer to pay all such taxes. Taxes where applicable may be added to the price of the products and shall be paid by the Buyer, unless the Buyer furnishes to EJP a tax exemption certificate in a form agreeable to the applicable taxing authorities. If EJP is required to prepay any such tax, Buyer will reimburse EJP in full upon demand.
- **Payment Terms:** EJP Open Credit accounts are established for commercial, non-consumer use only. Unless an approved commercial Open Credit account is established, payment in good funds or approved check must be made before or at time of delivery. Commercial Credit terms are Net 30 days, no cash discounts allowed. Service Charges commence after 30 days and are calculated on the last day of the month in which the 30th day falls. SERVICE CHARGE IS 11/2% PER MONTH (18% A.P.R.) ON THE BALANCE OVER 30 DAYS OF AGE. THE BUYER AGREES TO PAY ALL COSTS AND EXPENSES OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES, and EJP claims a mechanic's lien under applicable state law.
- **Acceptance by EJP:** All orders from the Buyer are subject to acceptance by authorized personnel of EJP, and, in the case of Open Account Sales, approval of the EJP Credit Department.
- **Cancellations:** SPECIAL OR NON-STOCK ITEMS MAY NOT BE CANCELLED OR RETURNED AFTER THE PRODUCT(S) IS PLACED INTO PRODUCTION. All charges and costs incurred by EJP as a result of cancellations or order changes will be billed to the Buyer.
- **Delivery:** EJP will make a good faith effort to complete delivery of the products; provided, however, that EJP assumes no responsibility or liability for loss or damage due to delay or inability to deliver, if such non-performance was the result of any events or circumstances beyond the control of EJP, including, but not limited to, acts of God, war, labor difficulties, fire, accidents, inability to obtain materials, and delays of carriers, contractors, suppliers, or manufacturers. Under no circumstances shall EJP be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.
- **Shipment:** Shipment of all products is to one given destination for all items including pipe, unless otherwise indicated in writing. Risk of loss shall transfer to the Buyer upon tender of goods to Buyer, Buyer's representative, or common carrier. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. If Buyer causes or requests a shipment delay, or if EJP ships or delivers the products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer. Claims for products damaged or lost in transit should be made by Buyer to the carrier, as EJP's responsibility ceases upon tender of goods to Buyer, Buyer's representative or common carrier. Delivery will be made on hard surfaces only. Any damage or towing charges resulting from "non hard surface deliveries" shall be the responsibility of the Buyer.
- **Inspection and Acceptance:** Claims for damage, shortage or errors in shipping must be reported within 10 days following delivery to Buyer. Buyer shall have 10 days from the date Buyer receives any products to inspect such products and services for defects and nonconformance and notify EJP, in writing, of any defects, nonconformance or rejection of such products. After such 10 day period, Buyer shall be deemed to have irrevocably accepted the products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the products for any reason or to revoke acceptance. Buyer hereby agrees that such 10 day period is a reasonable amount of time for such inspection and revocation.
- **Returns:** Materials cannot be returned without EJP'S written consent. NO RETURNS ARE ALLOWED AND NO REFUNDS WILL BE MADE ON (i) PIPE OR (ii) SPECIALLY FABRICATED OR ORDERED ITEMS. THE SOLE AND EXCLUSIVE REMEDY FOR SUCH ITEMS ALLEGED TO BE DEFECTIVE IN WORKMANSHIP OR MATERIAL WILL BE THE REPLACEMENT OF THE ITEMS SUBJECT TO THE MANUFACTURER'S INSPECTION AND WARRANTY. All other returned material is subject to a MINIMUM 25% RE-HANDLING CHARGE, plus transportation charges. Unless otherwise agreed by the Buyer and EJP, all credit for returned material will be applied to future orders, subject to approval by the EJP Credit Department.
- **Warranty:** THE BUYER'S SOLE AND EXCLUSIVE WARRANTY, IF ANY, IS THAT PROVIDED BY THE PRODUCT'S MANUFACTURER. EJP MAKES NO EXPRESS OR IMPLIED WARRANTIES. EJP HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL EJP BE LIABLE FOR PERSONAL INJURY, PROPERTY DAMAGE OR THIRD-PARTY CLAIMS, OR ANY OTHER LOSS, DAMAGE, COST OR REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, OR REPAIR OF THE PRODUCTS SOLD BY EJP. THE TOTAL AGGREGATE LIABILITY OF EJP FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS DOCUMENT OR THE RELATIONSHIP BETWEEN THE PARTIES, REGARDLESS OF THE FORM OF ACTION, THEORY OF RECOVERY, OR WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY THE BUYER TO EJP FOR THE SPECIFIC PRODUCT OR SERVICE THAT DIRECTLY GAVE RISE TO THE CLAIM, OR $10,000, WHICHEVER IS LESS. BUYER ACKNOWLEDGES AND AGREES THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES, REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES, AND THAT THE PRICING AND OTHER TERMS OF THIS DOCUMENT WERE NEGOTIATED BASED ON THESE LIMITATIONS AND THAT EJP WOULD NOT HAVE ENTERED INTO THIS DOCUMENT WITHOUT THESE LIMITATIONS.
- **Release and Indemnity:** The Buyer hereby irrevocably, unconditionally, and perpetually releases, discharges, waives all rights against, indemnifies, defends, and holds harmless EJP, its subsidiaries, officers, directors, shareholders, employees, agents, contractors, subcontractors, affiliates, successors, assigns, and insurers (collectively, the "Released Parties") from and against any and all claims, demands, actions, causes of action, liabilities, damages, losses, costs, and expenses, including attorneys' fees, court costs, expert witness fees, investigation costs, and any other expenses of any kind, arising out of or in any way connected with (i) the performance or non-performance of service work (or work outside the scope of the service work) by any of the Released Parties, (ii) any defect, failure, or issue related to any materials provided by the Released Parties or third parties, whether known or unknown, latent or patent, including but not limited to claims arising from the selection, use, installation, maintenance, repair, or performance of such materials, or from any defect in such materials, (iii) any acts, omissions, or negligence of the Released Parties, its representatives, or third parties in connection with the selection, use, installation, or maintenance of any materials or products, and (iv) the use, operation or possession of any item(s) rented from EJP.
- **Entire Agreement:** This document constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by authorized management personnel of EJP All transactions shall be governed solely by the terms and conditions contained herein. All purchase orders issued pursuant to an EJP quotation shall be deemed issued subject to all EJP terms and conditions herein contained. These terms and conditions shall supersede those of the Buyer.
- **Governing Law:** This transaction shall be governed in all respects by the laws of the State of Maine (excluding choice of law provisions). All actions, regardless of form, arising out of or in connection with this transaction, the products sold by EJP, or the relationship between the Buyer and EJP shall be brought in the courts of the State of Maine within the applicable statutory period.
- **Communications:** Payments only should be directed to: E.J. Prescott, Inc., P.O. Box 350002, Boston, MA 02241-0502. All other correspondence and inquiries should be directed to your local EJP Division. The Home Office address is 32 Prescott Street, P.O. Box 600, Gardiner, Maine 04345. Telephone (207) 582-1851. Fax (207) 582-5637. E-mail ejp@ejprescott.com.

Please call your representative for additional information and quotes

801 East Main Street
Griffith, IN 46319
Ph. 219-924-7528
Fax 219-922-8409
austgen.com

AUSTGEN ELECTRIC INC.
Since 1945

Design
Process Control
Network Service
Telecommunications
Fleet Service

August 27, 2026
Attention: Phil
Town of Munster

16" Altitude valve

- Provide 2 Ross Valve
- 16" Model D42AFCV-40DAWR-RTP-FM, Electrically Positioned
  - Throttling Valve and Double Acting Altitude Features with Flow Meter and Position Transducer, ANSI Class 125# Flanges, Cast Iron Body and Covers, Bronze Internals, Globe Full Ported Diaphragm Style Construction with NSF 61 Approved Epoxy Coating on all Internal and External Ferrous Surfaces. Approx
- Delivery 14 weeks

Cost each: $71,741.00
Total: 143,482.00

Does not include:
- permit fee, taxes, overtime, Install

Price is valid till September 28th 2026

Respectfully Submitted,
Matt Austgen
matt@austgen.com

If you default in payment, you agree to pay the holder of this proposal all costs of collection including reasonable attorney fees, court costs, and interest at the rate of 1.5% per month-annual percentage rate 18% from the date of the default, without relief from valuation & appraisement laws. Terms 30 days net. No retainage allowed. Quote valid for 10 days.

Date _____ **Acceptance** By _____

To: Town Council

From: Patricia Abbott, Town Manager

Meeting Date: September 9, 2026

Subject: Bid Award: CDBG Sidewalk Replacement

Summary

The Town was awarded $102,997.00 in CDBG funding with sidewalk replacement identified as the work to be performed. The bid includes additional sidewalk work outside of the CDBG award. Sidewalks north of Ridge Road, south of Interstate Highway 80/94, east of Hohman Avenue and West of Manor Avenue were identified as meeting the requirements for the funding.

The Engineer's Estimate for the work was $345,446.00, and sealed bids were opened on July 17, 2026, as follows.

J & J Newell Concrete Contractors, Crete, Illinois $249,577.15
Davis Concrete Construction Co., Monee, Illinois $293,947.00
Gariup Construction Co., Inc., Gary, Indiana $347,500.00
Milestone Contractors, L.P., Griffith, Indiana $600,809.50
Rieth-Riley Construction Co., Inc., Gary, Indiana $667,865.80

Following review of the bids and consideration of the Town's experience with the bidders, Staff recommends awarding the contract to Gariup Construction, notwithstanding that J & J Newell Concrete Contractors and Davis Concrete Construction submitted lower bids.

Staff looked at the bids to determine which is the lowest responsive and responsible bid. In evaluating the bids, Staff considered whether the bids were not only the proposed contract price, but whether all bidding requirements were met, the Town's prior experience administering similar work, including the level of oversight and coordination required to achieve the Town's expectations for quality, timeliness, contract administration, and completion of the work.

Based on that evaluation, Staff believes that awarding the contract to Gariup Construction Co. would reflect an award of the project to the lowest, responsive, and responsible bidder as required under Indiana law. While others submitted lower monetary bids, Staff believes that

Gariup Construction Co.’s bid represents the lowest responsive and responsible bid of those presented to the Town taking the Town's prior experience, bidding requirements, and the anticipated administration of the work are taken into consideration.

Accordingly, Staff recommends that the Town Council award the sidewalk work contract to Gariup Construction in the amount of $347,500.00.

Financial Impact

Funding Source: CDBG Funds and Bond Proceeds

Recommended Council Action

By motion and voice vote, award the 2026 Sidewalk Replacement bid, including CDBG sidewalks, to Gariup Construction, Company, Inc., in the amount of $347,500.00, and to authorize the Town Manager to sign the contract.

Attachments:

1. 2026 Sidewalk Replacement DAVIS
2. 2026 Sidewalk Replacement GARIUP
3. 2026 Sidewalk Replacement MILESTONE
4. 2026 Sidewalk Replacement NEWELL
5. 2026 Sidewalk Replacement RIETH RILEY
6. Advertisement for Bids
7. 2026 Sidewalk Quantities and Estimate
8. 2026 Sidewalk Bid Tab

Copy

DOCUMENT 00 00 11

ADDENDUM NO. 1

July 15, 2026

2026 Sidewalk Replacement.

SEH No. 183529

From: Short Elliott Hendrickson Inc.
931 Ridge Road Suite E
Munster, IN 46321

To: Document Holders

DOCUMENT HOLDERS on the above-named project are hereby notified that this document shall be appended to, take precedence over, and become part of the original bidding documents dated June 2026 for this work. Bids submitted for the construction of this work shall conform to this document.

This addendum consists of two (2) pages plus an attachment.

Changes to Bidding Requirements:

1. Revise Section 00 98 00 Special Provisions.
    a. Revise Section 98 604 SIDEWALKS AND CURB RAMPS as follows:
        i. Remove and replace the last paragraph in the section with the following paragraph.

        Sidewalks at drives shall be **7**-inches thick and reinforced with 6"x6" 10-gage welded wire reinforcing, or fiber reinforced concrete as approved by the Owner/Engineer and shall be considered incidental to the cost of sidewalk.

    b. Remove Section 98 610 APPROACHES in its entirety.
2. Revise Section 01 11 00 Summary of Work. Remove and replace with the attached.

Bidder Questions:

1. Of the locations provided, which of these have sidewalk through the driveways? I.e. Which locations include the 7 inch sidewalk remove and replace item?

    ANSWER: Section 01 11 00 Summary of Work has been revised to indicate addresses with 5 inch and 7 inch sidewalk sections. The locations have been marked with paint by Town personnel. Contractor shall verify locations, and if any questions arise, they should be forwarded to the Town.

2. Are the ADA curb ramps only located on Manor Ave.?

    ANSWER: Yes.

3. Are Sunnyside Ave, Manor Ave, and Manor Ave to be the full length of the blocks removed and replaced?

    ANSWER: The locations have been marked with paint by Town personnel. Contractor shall verify locations, and if any questions arise, they should be forwarded to the Town.

4. Is INDOT #53 slag allowable to be used for the compacted aggregate base?

    ANSWER: No.

5. The driveway sidewalk is labeled as 7 inches in the bid item, and 6 inches in the specs. Should this driveway sidewalk be 7 inches thick or 6 inches?

ANSWER: Driveway sidewalk is 7 inches. The specification section has been revised.

6. What is the thickness of the aggregate base to be placed under the sidewalk, ramps, and drives?

   ANSWER: 6 inches.

7. If roots under the walk are encountered, does the Town want to remove these or does the town want the contractor to remove these?

   ANSWER: Contractor is responsible for removal of all materials, including roots, hindering the placement of concrete and base course.

8. Is the aggregate placement beneath walks to be incidental and dependent on the conditions seen once the sidewalks have been removed?

   ANSWER: Aggregate placement is incidental and shall consist of 6 inches of new material.

Note: Receipt of this Addendum No. 1 dated July 15, 2026 shall be acknowledged on Page 00 41 00-2 of the submitted Bid Form. Failure to do so may subject Bidder to disqualification.

END OF ADDENDUM

SECTION 01 11 00

SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
1. Work Included in Contract Documents
2. Contract Information
3. Work Under Other Contracts
4. Contractor Use of Premises
5. Occupancy Requirements
6. Work Restrictions

1.02 WORK INCLUDED IN CONTRACT DOCUMENTS

A. The work consists of sidewalk and curb ramp removal and replacement. The project consists of two funding programs and project areas as follows:
1. CDBG Project Area
   a. Work under this section is contained within the region depicted in Exhibit A.
   b. Specific locations are included in the following table. The locations have been marked with paint by Town personnel. Contractor shall verify locations, and if any questions arise, they should be forwarded to the Town.

Street Name/Location	Address	5" Sidewalk	7" Sidewalk
Beverly Place	216	✓	
Beverly Place	222	✓	
Beverly Place	238	✓	
Beverly Place	306	✓	
Beverly Place	312	✓	
Beverly Place	314	✓	
Beverly Place	320	✓	
Beverly Place	319	✓	
Beverly Place	305	✓	✓
Beverly Place	237	✓	
Beverly Place	232	✓	
Beverly Place	215	✓	
Beacon Place	222	✓	
Beacon Place	232	✓	
Beacon Place	240	✓	
Beacon Place	324	✓	
Beacon Place	325	✓	
Beacon Place	239	✓	
Beacon Place	215	✓	
Beacon Place	205	✓	
Sunnyside Avenue (Both Sides)		✓	
Manor Avenue (Beacon to Beverly)		✓	
Manor Avenue (Beverly to Sunnyside)		✓	
ADA Pads on Manor Avenue (6)			✓

2. Town/Resident Funded Project Area
   a. Work under this section is at locations throughout the Town of Munster.
   b. Specific locations are included in the following table. The locations have been marked with paint by Town personnel. Contractor shall verify locations, and if any questions arise, they should be forwarded to the Town.

Street Name/Location	Address	5" Sidewalk	7" Sidewalk
Beech Avenue	7939	✓	
Tulip Lane	1110	✓	
Treadway Road	1020	✓	
Glastonbury Street	133	✓	
Briar Lane	253	✓	
Boxwood Drive	1126	✓	
Chestnut Lane	9608	✓	
New Devon Street	9948	✓	
Wren Drive	1909	✓	
Sycamore Lane	232	✓	
Cypress Avenue	9615	✓	✓
Holly Lane	1121	✓	✓
Treadway Rd	1026	✓	
Somerset Drive	1444	✓	
Wildflower Lane	9934	✓	
Redbud Road	9749	✓	
Chestnut Lane	9206	✓	
Rosewood Lane	1914	✓	
Lambert Lane	1824	✓	
Larch Drive	9413	✓	
Chestnut Lane	9601	✓	
Glastonbury Lane	201	✓	
Hohman Avenue	8453	✓	
Chestnut Lane	9601	✓	
Westminster Ln	1109	✓	
Glastonbury St.	340	✓	
Kraay Avenue	8125	✓	
Somerset Dr	10038	✓	
South End of Margo Lane	7939	✓	

1.03 CONTRACT INFORMATION

A. Type of Contract: Owner will award a Single Prime Contract.

B. Scope of Contract:
   1. This Contractor is solely responsible for the Work.
   2. The Contract will include:
      a. Contract Forms:
         1) Agreement
         2) Performance Bond
         3) Payment Bond
         4) Certificates
      b. Conditions of the Contract:
         1) General Conditions
         2) Supplementary Conditions
      c. Specifications:
         1) Division 1 - General Requirements
         2) Applicable Technical Sections
      d. Addenda
      e. Contract Modifications

1.04 WORK UNDER OTHER CONTRACTS

A. No other work is anticipated.

1.05 CONTRACTOR USE OF PREMISES

A. Confine operations at Site to areas permitted under contract or as directed by Owner.

B. Conform to site rules and regulations affecting Work while engaged in Project construction.

C. Existing Structures:
   1. Keep existing sidewalks, driveways, and adjacent streets clear and available to public in accordance with Owner's or local authority's requirements.
   2. Repair damages caused to existing public and private property and structures due to operations of Contractor to the satisfaction of, and at no additional cost to Owner.

D. Construction personnel may park only in areas designated by the Owner.

E. Damaged Property:
   1. Patch and/or clean existing improvements and restore damage of property on, or adjacent to Site occasioned by this Work, including, but not limited to, lawns, walks, curbs, pavements, roadways, structures, and utilities which are cut or damaged by operations and are not designated for removal, relocation, or replacement in the course of construction.
   2. Public Property or Utilities: Comply with laws, ordinances, rules, regulations, standards, orders of utility owner or any public authority having jurisdiction.
   3. Provide written acceptance of restoration work by authority or Owner.

F. Product Requirements:
   1. Confine stockpiling of materials or equipment to areas indicated.

1.06 OCCUPANCY REQUIREMENTS

A. General Requirements:
   1. Cooperate with Owner to minimize conflict with the Owner and the public.
   2. Schedule the Work to accommodate this requirement.
   3. Coordinate activities which could cause interruption.
   4. Provide not less than 72 hours' notice to Owner of work activities.

1.07 WORK RESTRICTIONS

A. On-Site Work Hours:
   1. Normal business working hours of 7:00 a.m. to 5:00 p.m. Monday through Friday without prior approval by Owner.
   2. Weekend Hours: Upon approval by Owner.
   3. Legal Holidays: No work.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

BID OPENING DATE: ***July 17, 2026*** ***SET NO.:*** _____

Bid Proposal Packet for:

Town of Munster

2026 Sidewalk Replacement

June 2026

THIS PAGE INTENTIONALLY LEFT BLANK

2026 Sidewalk Replacement

June 2026

THIS PAGE INTENTIONALLY LEFT BLANK

DOCUMENT 00 01 05

CERTIFICATION

I hereby certify that this specification was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Indiana.

T. S. Tallamraju

Satya Tallamraju, PE

Date: June 29, 2026 Lic. No. PE 10809037

THIS PAGE INTENTIONALLY LEFT BLANK

DOCUMENT 00 01 08

PROJECT DIRECTORY

Project Name: 2026 Sidewalk Replacement **Location: Munster, IN**

Owner

Name: Town of Munster
Address: 508 Fisher Street
Munster, IN 46321
Contact: Russ Kozyra
Phone: 219.836.6976
E-mail: rkozyra@munster.org

Engineer

Name: SEH
Address: 931 Ridge Road, Suite E
Munster, IN 46321
Contact: Satya Tallamraju, PE
Phone: 219.513.2510
E-mail: Stallamraju@sehinc.com

END OF DOCUMENT

THIS PAGE INTENTIONALLY LEFT BLANK

DOCUMENT 00 01 10

TABLE OF CONTENTS

Number	Document
	Introductory Information
00 01 01	Title Page
00 01 05	Certification
00 01 08	Project Directory
00 01 10	Table of Contents
00 01 20	Bidders Checklist
00 01 99	Ordinance 1990
	Bidding Requirements
00 11 13	Advertisement for Bids
00 21 13	Instructions to Bidders
00 41 00	Bid Proposal Form
00 43 36	List of Proposed Subcontractors and Material Suppliers
00 43 37	List of Proposed Suppliers
00 44 15	Indiana Form No. 96
00 45 38	E-Verify Affidavit
	Contract Forms
00 51 00	Notice of Award
00 52 00	Standard Form of Agreement
00 55 00	Notice to Proceed
00 61 13	Performance Bond
00 61 14	Payment Bond
00 65 16	Certificate of Substantial Completion
00 65 19	Certificate of Final Completion, Approval and Acceptance of Work
	Conditions of the Contract
00 72 00	Standard General Conditions of the Construction Contract
00 73 00	Supplementary Conditions

DIVISION 1 - GENERAL REQUIREMENTS

01 11 00	Summary of Work
01 25 13	Product Substitution Procedures
01 26 63	Change Order
01 26 65	Change Order and Work Order Procedures
01 28 00	Payments
01 29 10	Application for Payment
01 31 13	Coordination
01 31 19	Project Meetings
01 33 00	Submittals
01 60 00	Product Requirements
01 77 00	Closeout Procedures

DIVISION 98 – SPECIAL PROVISIONS

98 101	Standard Specifications
98 110	Mobilization and Demobilization
98 604	Sidewalks and Curb Ramps
98 610	Approaches
98 621	Seeding and Sodding
98 999	Additional Work

EXHIBIT A **CDBG PROJECT AREA**

END OF SECTION

ORDINANCE 1990

AN ORDINANCE TO ESTABLISH RESPONSIBLE BIDDING PRACTICES AND SUBMISSION REQUIREMENTS FOR SUBMITTING BIDS TO PERFORM CONSTRUCTION WORK ON PUBLIC WORKS PROJECTS

WHEREAS, the Town Council of the Town of Munster is required by law to award capital improvement contracts to the "lowest responsive and responsible" bidder; and

WHEREAS, the Town Council of the Town of Munster, based upon its experience, has determined that quality workmanship, efficient operation, safety, and timely completion of projects require all bidders meet certain minimum requirements in order to be a "responsive and responsible" bidder; and

WHEREAS, applicable state law also requires that bidders meet certain minimum requirements in order to be a "responsive and responsible" bidder; and

WHEREAS, the Town Council of the Town of Munster seeks to enhance its ability to identify "responsive and responsible" bidders on all Town of Munster public works construction projects by institution of more comprehensive submission requirements which are in compliance with Indiana State law; and

WHEREAS, the "Responsible Bidding Practices and Submission Requirements" Ordinance will preserve administrative resources by ensuring that only qualified contractors and subcontractors are awarded contracts on public works construction projects; and

WHEREAS, the "Responsible Bidding Practices and Submission Requirements" Ordinance will assure efficient use of taxpayer dollars, will promote public safety and is in the public interest; and,

WHEREAS, the "Responsible Bidding Practices and Submission Requirements" Ordinance will help ensure that no contractor awarded work under this Ordinance or any subcontractor at any tier working on a project awarded pursuant to this ordinance engages in payroll fraud, including the misclassification of employees as independent contractors to avoid paying state, federal or local payroll taxes, workers compensation insurance, unemployment insurance premiums and failing to pay overtime and wages as required by law; now, therefore, be it

ORDAINED by the Munster Town Council, as follows:

SECTION ONE. This Ordinance No.1990, which is entitled "Responsible Bidding Practices and Submission Requirements for Submitting Bids to Perform Construction Work on Public Works Projects," is hereby enacted and shall read as follows:

I. BID SUBMISSION REQUIREMENTS

Contractors proposing to submit bids on any Town of Munster ("Town") project estimated to be at least two-hundred thousand dollars

($200,000.00) or more must, prior to the opening of bids, submit a statement made under oath and subject to perjury laws, on a form designated by the Town and must include:

(A) A copy of a print-out of the Indiana Secretary of State's on-line records for the bidder dated within sixty (60) days of the submission of said document showing that the bidder is in existence, current with the Indiana Secretary of State's Business Entity Reports, and eligible for a certificate of good standing. If the bidder is an individual, sole proprietor or partnership, this subsection shall not apply;

(B) A list identifying all former business names;

(C) Any determinations by a court or governmental agency for violations of federal, state, or local laws including, but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), or federal Davis-Bacon and related Acts;

(D) A statement on staffing capabilities, including labor sources;

(E) Evidence of participation in apprenticeship and training programs, applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization, and evidence that any applicable apprenticeship program has graduated at least five (5) apprentices in each of the past five (5) years for each of the construction crafts the bidder will perform on the project. Evidence of graduation rates are not required for apprenticeable crafts dedicated exclusively to the transportation of material and equipment to and from the public works project.

The required evidence includes but is not limited to a copy of all applicable apprenticeship standards and Apprenticeship Agreement(s) for any apprentice(s) who will perform work on the public works project; and documentation from each applicable apprenticeship program certifying that it has graduated at least five (5) apprentices in each of the past five (5) years for each construction craft the bidder will perform on the project. Additional evidence of participation and graduation requirements may be requested by the Town of Munster, at its discretion.

(F) A copy of a written plan for employee drug testing that: (i) covers all employees of the bidder who will perform work on the public works project; and (ii) meets, or exceeds, the requirements set forth in IC 4-13-18-5 or IC 4-13-18-6;

(G) The name and description of the management experience of each of the bidder's project managers and superintendents that bidder intends to assign to work on the project;

(H) Proof of any professional or trade license required by law for any trade or specialty area in which bidder is seeking a contract award; and disclosure of any suspension or revocation within the previous five years of any professional or trade license held by the company, or of any director, office or manager employed by the bidder;

(I) Evidence that the contractor is utilizing a surety company which is on the United States Department of Treasury's Listing of Approved Sureties;

(J) A written statement of any federal, state or local tax liens or tax delinquencies owed to any federal, state or local taxing body in the last five years;

(K) A statement that individuals who will perform work on the public work project on behalf of the bidder will be properly classified as either (i) an employee or (ii) an independent contractor, under all applicable state and federal laws and local ordinances; and

(L) A list of projects of similar size and scope of work that the bidder has performed in the State of Indiana within three (3) years prior to the date on which the bid is due.

(M) For contracts estimated to cost at least three hundred thousand dollars ($300,000), certification that the bidder and all subcontractors are qualified under IC 4-13.6-4 or IC 8-23-10.

(N) A written list that discloses the name, address, and type of work for each subcontractor the bidder intends to employ on any part of the public works project, including individuals performing work as independent contractors.

The Town reserves the right to demand supplemental information from the bidder, (additional) verification any of the information provided by the bidder, and may also conduct random inquiries of the bidder's current and prior customers.

II. POST-BID SUBMISSIONS FROM SUBCONTRACTORS

All bidders shall provide a written list that discloses the name, address, and type of work for each first-tier subcontractor from whom the bidder has accepted a bid and/or intends to hire on any part of the public work project, including individuals performing work as independent contractors, within five (5) business days after the date the bids are due.

In addition, each such first-tier subcontractor shall be required to adhere to the requirements of Paragraph I of this Ordinance as though it were bidding directly to the Town, except that first-tier subcontractors shall submit the required information (including the name, address, and type of

work for each of their first-tier subcontractors) to the successful bidder no later than five (5) business days after the subcontractor's first day of work on the public work project and the bidder shall then forward said information to the Town. Payment shall be withheld from any first-tier subcontractor who fails to timely submit said information until such information is submitted and approved by the Town Council of the Town of Munster.

Upon request, the Town may require any second and lower-tier subcontractors to provide the required information (including name, address, type of work on the project and the name of the higher-tier subcontractor). Payments shall be withheld from any second or lower-tiered contractor who fails to timely submit this information until this information is submitted and approved by the Town. Additionally, the Town may require the successful bidder and relevant subcontractor to remove the second or lower-tier subcontractor from the project and replace it with a responsive and responsible subcontractor.

Failure of a subcontractor to submit the required information shall not disqualify the successful bidder from performing work on the project and shall not constitute a contractual default and/or breach by the successful bidder. However, the Town may withhold all payments otherwise due for work performed by a subcontractor, until the subcontractor submits the required information and the Town approves such information. The Town may also require that successful bidder to remove the subcontractor from the project and replace it with a responsive and responsible subcontractor.

The disclosure of a subcontractor ("Disclosed Subcontractor") by a bidder or a subcontractor shall not create any rights in the Disclosed Subcontractor. Thus, a bidder and/or subcontractor may substitute another subcontractor ("Substitute Subcontractor") for a Disclosed Subcontractor by giving the Town written notice of the name, address, and type of work of the Substitute Subcontractor. The Substitute Subcontractor is subject to all of the obligations of a subcontractor under this Ordinance.

III. VALIDITY OF PRE-QUALIFICATION CLASSIFICATION

Upon designation by the Town that a contractor's or subcontractor's submission in anticipation of a bid is complete and timely, and upon any further consideration deemed necessary by the Town, the contractor or subcontractor may be pre-qualified for future Town public works projects. A contractor's classification as "qualified" shall exempt the contractor or sub-contractor from the comprehensive submission requirements contained herein for a period of twelve (12) months. Thereafter, contractors or subcontractors who are pre-qualified must submit a complete application for continuation of "pre-qualified" standing, on a form provided by the Town, (also referred to as the "short form") by December 31st for the upcoming calendar year. Failure by any pre-

qualified contractor or subcontractor to timely submit its complete application for continuation of "pre-qualified" standing shall result in automatic removal of the designation, effective January 1 of the upcoming year. However, the "removed" contractor or subcontractor shall still be permitted to bid on Town public works projects.

Any material changes to the contractor's status, at any time, must be reported in writing within ten (10) days of its occurrence to the Town. The pre-qualification designation is solely within the discretion of the Town and the Town specifically reserves the right to change or revoke the designation for a stated written reason(s).

Denial of pre-qualification shall be in writing and shall be forwarded to the contractor within seven (7) working days of such decision. Any contractor denied or losing pre-qualification status may request reconsideration of the decision by submitting such request in writing to the Town within five (5) business days of receipt of notice of denial.

IV. INCOMPLETE SUBMISSIONS BY BIDDERS

It is the sole responsibility of the potential bidder to comply with all submission requirements applicable to the bidder in Paragraph I above by no later than the public bid opening. Post-bid submissions must be submitted in accordance with Paragraph II above. Submissions deemed inadequate, incomplete, or untimely by the Town may result in the automatic disqualification of the bid.

V. RESPONSIVE AND RESPONSIBLE BIDDER DETERMINATION

The Town, after review of complete and timely submissions, shall, in its sole discretion, after taking into account all information in the submission requirements, determine whether a bidder is responsive and responsible. The Town specifically reserves the right to utilize all information provided in the contractor or subcontractor's submission or any information obtained by the Town through its own independent verification of the information provided by the contractor.

VI. CERTIFIED PAYROLL

For projects in which the cost is at least $250,000.00, the successful bidder and all subcontractors working on a public work project shall submit a certified payroll report utilizing the federal form now known as a WH-347 which must be prepared on a weekly basis and submitted to the Town within ten (10) calendar days after the end of each week in which the bidder or subcontractor performed its work on the public work project. These certified payroll reports shall identify the job title and craft of each employee on the project, e.g. journeyman electrician or apprentice electrician. In the event any contractor or subcontractor uses independent contractors to perform work on the project, such individual must be

identified on the WH-347 form with the same information as is required for employees.

The Town may withhold payment due for work performed by a bidder if the bidder fails to timely submit its certified payroll reports until such time as such certified payroll reports are submitted. The Town may also withhold payment due for work performed by a subcontractor if the subcontractor fails to timely submit its certified payroll reports until such time as such certified payroll reports are submitted. The Town shall not withhold payment to a bidder for work performed by the bidder or for work performed by subcontractors who have submitted their certified payroll reports, because one or more other subcontractors failed to timely submit their certified payroll reports.

VII. PUBLIC RECORDS

All information submitted by a bidder or a subcontractor pursuant to this Ordinance, including certified payrolls, are public records subject to review pursuant to the Indiana Access to Public Records law (IC 5-14-3).

VIII. PENALTIES FOR FALSE, DECEPTIVE, OR FRAUDULENT STATEMENTS/INFORMATION

Any bidder or subcontractor that willfully makes, or willfully causes to be made, a false, deceptive or fraudulent statement, or willfully submits false, deceptive or fraudulent information in connection with any submission made to the Town shall be disqualified from bidding on all Town projects for a period of three (3) years.

IX. Conflicting Ordinances

Any ordinance or provision of any ordinance in conflict with the provisions of this Ordinance is hereby repealed.

X. SEVERABILITY

If any provision of this Ordinance is found to be invalid, the remaining provisions of this Ordinance shall not be affected by such a determination. These other provisions of this Ordinance shall remain in full force and effect without the invalid provision.

SECTION TWO. It is hereby found and determined that all formal actions of the Town Council for the Town of Munster relating to the passage of this Ordinance were adopted in open meeting(s) of this Council and that all deliberations of this Council and its committees that resulted in such formal actions, were meetings open to the public, in compliance with all legal requirements and that the reading and adoption of this Ordinance complies with the Town Code, as amended.

SECTION THREE. This Ordinance shall be in full force and effect from and after the date of adoption by the Town Council of the Town of Munster.

ORDAINED AND ADOPTED by the Town Council of the Town of Munster, Indiana, on the 15th day of September, 2025, by a vote of 5 in favor and 0 opposed.

TOWN COUNCIL OF THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA

George Shinkan, President

ATTEST:

Wendy Mis, Clerk-Treasurer

DOCUMENT 00 11 13

ADVERTISEMENT FOR BIDS

2026 Sidewalk Replacement
Town of Munster, IN

Notice is hereby given that sealed Bids will be received by the Town of Munster until **July 17, 2026, at 10 AM** at the Munster Town Hall (Clerk Treasurer's Office), 1005 Ridge Road, Munster, IN 46321 at which time they will be publicly opened and read aloud, for the furnishing of all labor and material for the construction of the Paving Improvements project. Bids shall be sealed and clearly labeled **"2026 Sidewalk Replacement".** Any bids received later than the above time will be returned unopened.

DESCRIPTION OF WORK: This work consists of concrete sidewalk and ADA ramp replacement.

COMPLETION DATE: This work shall be substantially completed by October 30, 2026, and fully completed by November 27, 2026.

BID DOCUMENTS: Plans, Specifications, and Plan Documents are available for examination at the Clerk-Treasurer's Office at Munster Town Hall, 1005 Ridge Road, Munster, IN 46321. Electronic copies of the Plans, Specifications and Plan Documents may be obtained from Reprographic Arts Online Planroom (www.raplanroom.com). A complete set consists of a set of plans and a set of specifications and bidding documents in electronic PDF format. Bids shall be properly and completely executed on bid forms contained in the Contract Documents.

All contractors and subcontractors listed in each bid must be properly licensed in the Town of Munster as a condition of being awarded the project. Contractors may contact the Munster Building Department to inquire on General Contractor and Subcontractor licensing and requirements, at 219.836.6990 or the Munster website, www.munster.org, Building Department for applications.

No bidder may withdraw their proposal for a period of 60 days following the date set for receiving bids. The Town of Munster reserves the right to retain any and all bids for a period of not more than 60 days and said bids shall remain in full force and effect during said time. The Town of Munster further reserves the right to waive informalities and to award the contract to any Bidder all to the advantage of the Town of Munster or to reject any and all bids.

No pre-bid meeting will be held.

BID SECURITY: Each bid shall be accompanied by an acceptable certified check or cashier's check made payable to the Town of Munster or an acceptable Bid Bond in an amount not less than ten percent (10%) of the total bid price executed by an incorporated surety company in good standing and qualified to do business in the State of Indiana.

BONDS: Performance and Payment Bonds each in the amount of one hundred percent (100%) of the contract price will be required.

INDIANA REQUIREMENT: Standard Indiana Form 96 (Revised 2009) which includes non-collusion affidavit will be required.

LOCAL REQUIREMENTS: E-Verify Affidavit

Publish in NWI Times on:
July 2, 2026
July 9, 2026

BY: Russ Kozyra
Department of Public Works
Town of Munster, Lake County, Indiana

THIS PAGE INTENTIONALLY LEFT BLANK

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will 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. Bidder - The individual or entity who submits a Bid directly to owner.

B. Issuing Office - The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

C. Successful Bidder - The lowest, responsible Bidder submitting a responsive Bid to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Authorized sets of the Bidding Documents may be obtained as directed in the Advertisement for Bids.

2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete or unauthorized 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 confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its bid and within 5 days of Owner's request, Bidder shall submit (a) Bidders Proof of Responsibility, and (b) such other data as may be deemed necessary by the Owner.

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.

3.05 Owner's decision as to qualification of the Bidders shall be final.

3.06 In order for a Bidder to submit as prime bid on this project, the Bidder must have completed a project of comparable size, type and complexity and must have been in business as their current licensed / incorporated entity for at least five (5) years.

3.07 Bidders shall submit a statement with their bid acknowledging this and shall so list those projects in that statement.

3.08 The Bidder is required to maintain on a continual basis at least one (1) major trade (i.e., carpentry, masonry, etc.) with their own employees (in house). The Bidder may add additional employees, as they need. The intention of this requirement is to attract bidders that are capable and experienced contractors adequate to manage, coordinate and complete the work in accordance with typically accepted and required practices of general contracting and the Bid Documents.

3.09 All contractors and subcontractors listed in each bid must be properly licensed in the Town of Munster at the time bids are received. Contractors may contact the Munster Building Department to inquire on

General Contractor and Sub-contractor licensing and requirements, at 219-836-6900 or the Munster website, www.munster.org, Building Department for applications.

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

1. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous 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:

1. 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. On request, and to the extent Owner has control over the Site, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a 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.

B. 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.

C. 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. Bidder shall comply with all applicable Laws and Regulations relative to excavations and utility locates.

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, including Addenda;

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 federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;

D. consider the information known to Bidder; 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, including applying any specific means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

E. 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(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

F. 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;

G. 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;

H. 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

I. 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 No Pre-Bid meeting will be held.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner 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 five 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 percent of Bidder's maximum Bid price (determined by the base bid) and in the form of a certified check, bank money order, or a Bid bond 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 whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) days after the Effective Date of the Contract or sixty-one (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 milestones are to be achieved and the Work is to be substantially 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, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for major project work elements.

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 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 and attachments are included with the Bidding Documents. Photocopies of these documents should be made for the purpose of submitting the Bid.

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid 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, alternative, adjustment unit price item, and unit price item listed therein. In the case of optional alternatives, the words "No Bid," "No Change," or "Not Applicable" may be entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

13.04 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 official address of the partnership shall be shown.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.11 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 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; EVALUATION OF BIDS

14.01 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 15 – SUBMITTAL OF BID

15.01 The Bid Form is included with the Bidding Documents. A photocopy of the Bid Form is to be completed and submitted with all the attachments as required in Article 7 of the Bid Form.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed package plainly marked 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 at address in Article 1.01 of Bid Form.

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.

15.04 The submitted Bid Bond shall bear original signatures and the seal of the Surety.

15.05 Submission of Bid Forms and/or Bid Bonds by electronic transmission (such as Fax or e-mail) will be a cause for rejection.

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. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

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 at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base bids and major alternates, if any, will be made available to Bidders after the opening of 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 – AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional bids. Owner will reject the Bid of any Bidder whom it 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. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 If Owner awards the Contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid. Owner may also reject the Bid of any bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder.

19.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.04 *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.

19.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Bidding Documents.

19.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

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 10 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 Owner is exempt from 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.

ARTICLE 23 – RETAINAGE

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

END OF SECTION

DOCUMENT 00 01 20

BIDDERS CHECKLIST

✓ 1. Three (3) copies of the Bid Package must be submitted, bound and tabbed in a sealed plain envelope or package, with Bidder's Full Legal Name, Project Name and Bid Date placed on the face of the package.

✓ 2. This Bidders Procedure Checklist for Construction Services must be completed, signed and submitted as the first page of the Bid Package. The Bid Package must be bound and submitted to the Town of Munster in the following order:
   a. Signed and dated Bidders Checklist (Section 00 01 20).
   b. Completed and executed Indiana Form No. 96 (Section 00 44 15) and Bid Form (Section 00 41 00), including all related statements and attachments.
   c. Required Bid security in the form of a Bid Bond or Certified Check.

✓ 3. The Indiana Form No. 96 (Section 00 44 15) must be read and completed in its entirety, signed and notarized as appropriate, and include all requested attachments.

✓ 4. All Bids must be submitted before such time as stated in the Advertisement for Bids (Section 00 11 13) for receipt of Bids.

✓ 5. Each Bidder must submit a completed and signed Bid Form (Section 00 41 00).

✓ 6. Each Bidder must submit a signed and notarized E-Verify Affidavit (Section 00 45 38).

✓ 7. Each Bidder must submit a completed List of Proposed Subcontractors and Material Suppliers (Section 00 43 36) and List of Proposed Suppliers (Section 00 43 37).

✓ 8. Bid prices should exclude all Federal, State, and Local taxes from which the Town of Munster is exempted.

✓ 9. Each Bid must be accompanied with a Certified Check or Bid Bond for not less than 10 percent of the total base bid amount.

[signature] Corp. Sec. — 7/16/26

Signature — Date

Davis Concrete Construction Co

Company Name

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

The Bid is to be submitted on photocopies of this Bid Form and the attachments provided.

DOCUMENT 00 41 00

BID FORM

Total Amount of Bid $ 293,947.00

Contractor's Name Davis Concrete Construction Co.

Telephone 708-388-1100

PROJECT IDENTIFICATION: 2026 Sidewalk Replacement

BIDS TO BE OPENED: July 17, 2026 at 10 AM at Town of Munster Town Hall

TABLE OF ARTICLES

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder's Acknowledgements	1
Article 3 – Bidder's Representations	2
Article 4 – Bidder's Certification	2
Article 5 – Basis of Bid	3
Article 6 – Time of Completion	3
Article 7 – Attachments To This Bid	3
Article 8 – Defined Terms	3
Article 9 – Bid Submittal	4

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: **Town of Munster**
1005 Ridge Road
Munster, IN 46321

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
1	7/15/26

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied 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. Bidder has considered 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 any 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. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID

Use 00 41 00 Bid Items form provided.

Unit Prices have been computed in accordance with Paragraph 13.03 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security.

B. List of Proposed Subcontractors.

C. List of Proposed Suppliers.

D. Indiana State Form 96

E. Properly executed and notarized E-Verify Affidavit.

F. Evidence of authority to conduct business as corporation in Indiana

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

A Corporation

Corporation Name: Davis Concrete Construction Co. (SEAL)

State of Incorporation: Illinois

Type (General Business, Professional, Service, Limited Liability): General Business

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): Christopher P. Davis

Title: President

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in Indiana is 4 / 13 / 26.
(State Where Project is Located)

9.02 Contact Information

Bidder's Business Address: 11244 W. Manhattan-Monee Rd, Monee, IL 60449

Phone: 708-388-1100 Facsimile: _____ E-mail: chazdavis@davisconcrete.com

Submitted on 7/17, 20 26.

State Contractor License No. _____. (If applicable)

END OF SECTION

Fidelity and Deposit Company of Maryland

Home Office: 1299 Zurich Way, Schaumburg, IL 60196

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, **Davis Concrete Construction Company, 11244 W. Manhattan Monee Road, Monee, IL 60449-9827**, as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Schaumburg, Illinois, a corporation duly organized under the laws of the State of Illinois, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto **Town of Munster, IN** as Obligee, (hereinafter called the "Obligee"), in the sum of **Ten Percent of the Amount of the Bid** Dollars (**$10% of the bid**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Sidewalk Replacement**.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **13th** day of **June** A.D. , **2026**.

Witness

Davis Concrete Construction Company
(SEAL)
Principal

By
Christopher P. Davis, President, *Title*

N/A, *Witness*

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

By (SEAL)
Maureen B Theyer, Attorney-in-Fact

G325-150M.
Approved by The American Institute of Architects.
A.I.A. Document No. A-310 February 1970 Edition.

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 02nd day of October, A.D. 2025.

SEAL SEAL SEAL

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

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 02nd day of October, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13th day of June, 2026.



Mary Jean Pethick
Vice President

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

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

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

BASIS OF BID

TOWN OF MUNSTER

2026 SIDEWALK REPLACEMENT

ITEMIZED PRPOSAL

Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	MOBILIZATION AND DEMOBILIZATION	LSUM	1.00	$ 6,000.00	$ 6,000.00
2	SIDEWALK, CONCRETE, 5 IN, REMOVE & REPLACE	SYS	2,331	$ 120.00	$ 279,720.00
3	SIDEWALK, CONCRETE, 7 IN, REMOVE & REPLACE (AT DRIVES)	SYS	34	$ 129.00	$ 4,386.00
4	SIDEWALK, CONCRETE, CURB RAMPS, REMOVE & REPLACE	SYS	16.7	$ 230.00	$ 3,841.00
	TOTAL				**$ 293,947.00**

DOCUMENT 00 43 36

LIST OF PROPOSED SUBCONTRACTORS AND MATERIAL SUPPLIERS

I Charles F. Davis, Representing Davis Concrete Construction Co.
(Owner, Agent, etc.) (Firm)

List the following Subcontractors and Material Suppliers to be used:

2026 Sidewalk Replacement
Town of Munster, Indiana

1. SUBCONTRACTORS

NAME	ADDRESS	PHONE	WORK TO BE PERFORMED
NONE - ALL WORK TO BE SELF-PERFORMED			

2. MATERIAL SUPPLIERS

NAME	ADDRESS	PHONE	MATERIAL/EQUIPMENT TO BE SUPPLIED
TBD			

Prompt notification will be made to the Department of Public Works should there be any changes, additions or deletions; a "Change Order" Form must be processed.

(Contractor) Davis Concrete Construction Co.

7/16/26
(Date)

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

DOCUMENT 00 43 37

LIST OF PROPOSED SUPPLIERS

Company TBD Telephone No. _____

Name of Contact _____

Address _____

Material/Equipment to be Supplied _____

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Material/Equipment to be Supplied _____

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Material/Equipment to be Supplied _____

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Material/Equipment to be Supplied _____

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Material/Equipment to be Supplied _____

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Material/Equipment to be Supplied _____

THIS PAGE INTENTIONALLY LEFT BLANK

DOCUMENT 00 44 15

CONTRACTORS BID FOR PUBLIC WORK

Form No. 96 (Revised 2009)

BID OF

Davis Concrete Construction Co.

(Contractor)

11244 W. Manhattan-Monee Rd, Monee, IL 60449

(Address)

FOR

PUBLIC WORKS PROJECTS

OF

2026 Sidewalk Replacement

Town of Munster, Lake County, Indiana

Filed _____, _____

Action Taken _____

CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

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

Date: 7/16/26

1. Governmental Unit (Owner): Town of Munster
2. County: Lake County
3. Bidder (Firm): Davis Concrete Construction Co.
   Address: 11244 W. Manhattan-Monee Rd
   City/State: Monee, IL 60449
4. Telephone Number: 708-388-1100
5. Agent of Bidder (if applicable): Charles F. Davis Corp. Sec.

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of the Town of Munster (Governmental Unit) in accordance with plans and specifications dated June 2026 for the sum of

$ 293,947.00

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

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

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

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

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

ACCEPTANCE

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

_____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

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

Governmental Unit: Town of Munster

Bidder (Firm): Davis Concrete Construction Co.

Date: 7/16/26

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 REFERENCES PAGE			

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 IDOT BC57 FORM - AFFIDAVIT OF AVAILABILITY			

MUNICIPAL REFERENCE LIST

Municipality: City of Chicago Heights
Address: 1601 Chicago Rd, Chicago Heights, IL 60411
Contact Name: Andrew Smith, Jr Phone #: 708-755-3118
Name of Project: 2024 Sidewalk Program
Contract Value: $530,000 Date of Completion: Spring 2025

Municipality: Village of Western Springs
Address: 740 Hillgrove, Western Springs, IL 60558
Contact Name: Jeff Koza Phone #: 708.246.1800 Ext. 202
Name of Project: Forest Hill Sidewalk Improvements
Contract Value: $200,000 Date of Completion: Summer 2025

Municipality: Village of Homer Glen
Address: 4240 W. 151st Street, Homer Glen, IL 60491
Contact Name: Brent Woods Phone #: (708) 966-0059 (Ext. 216)
Name of Project: 2025 Repair and Replacement of Sidewalks and Curbs
Contract Value: $225,000 Date of Completion: Summer 2025

Municipality: Village of Downers Grove
Address: 5101 Walnut Ave, Downers Grove, IL 60515
Contact Name: Matt Stern Phone #: 630-434-5463
Name of Project: 2025 ROW Accessibility Upgrades
Contract Value: $250,000 Date of Completion: Fall 2025

Municipality: Village of Worth
Address: 10934 S. Neenah Ave, Worth, IL 60482
Contact Name: Joel Drabicki Phone #: (815) 412-2012
Name of Project: 2025 Sidewalk Program
Contract Value: $70,000 Date of Completion: Fall 2025

Illinois Department of Transportation

Affidavit of Availability

For the Letting of 7/17/26

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	Conc Repairs	61L76	2026 ST Improv	87909		
Contract With	Will County	IDOT	Park Forest	IDOT		
Estimated Completion Date	12/31/26	08/10/26	10/16/26	08/31/26		
Total Contract Price	$420,000	$298,167	$1,300,000	$274,017		
Uncompleted Dollar Value if Firm is the Prime Contractor	$420,000	$298,167	$1,300,000	$274,017		$2,292,184
Uncompleted Dollar Value if Firm is the Subcontractor						
					Total Value of All Work	$2,292,184

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction	$420,000	$298,167	$1,300,000	$274,017		$2,292,184
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals	$420,000	$298,167	$1,300,000	$274,017		$2,292,184

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					

Total Uncompleted					

Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director

Charles F. Davis

Title

Corporate Secretary

Signature

Date

7/17/26

Company

Davis Concrete Construction Co.

Address

11244 W. Maywood-Melrose Rd

City

State

Zip Code

Monee

IL

60449

Subscribed and sworn to before me this 17th day of July 2026

(Signature of Notary Public)

My commission expires 8/13/26

ZACHARY J DAVIS
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
August 13, 2026

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

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

Olthof Homes

Olson Construction

Lagestee Mulder

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

Project will be performed per contract specifications.

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

NONE - ALL WORK TO BE SELF-PERFORMED

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

No - All work to be self-performed

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

Gradall, Semi Tractor Trailers, Skid Steer Loaders, Pickup Trucks

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.

FINANCIAL STATEMENTS TO BE GIVEN UPON REQUEST

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

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

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

SECTION IV OATH AND AFFIRMATION

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

Dated at 16th this July day of 2026, ____

Davis Concrete Construction Co.
(Name of Organization)

By _____

Corporate Secretary
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Illinois)
)
COUNTY OF Will)

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

Subscribed and sworn to before me this 16th day of July, 2026.

_____
Notary Public

My Commission Expires: 8/13/26

County of Residence: Will

ZACHARY J DAVIS
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
August 13, 2026

END OF SECTION

DOCUMENT 00 45 38

E-VERIFY AFFIDAVIT

As required by Indiana Code 22-5-1.7-11 for certain contracts executed after June 20, 2011, the Contractor entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. Contractor shall affirm, prior to entering into its contract with the Owner, that the Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program, and submit a properly notarized E-Verify Affidavit to the Owner, which shall affirm the Contractor does not knowingly employ an unauthorized alien. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

(Contractor): Davis Concrete Construction Co.

By (Written Signature): _____

(Printed Name): Charles F. Davis

(Title): Corporate Secretary

Important - Notary Signature and Seal Required in the Space Below

STATE OF Illinois)
) SS:
COUNTY OF Will)

Subscribed and sworn to before me this 16th day of July, 2026

(Signed) _____

(Printed) Zachary J. Davis

My commission expires: 8/13/26

Resident of Will County

ZACHARY J DAVIS
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
August 13, 2026

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

DOCUMENT 00 51 00

NOTICE OF AWARD

[Certified Mail – Return Receipt Requested]

Dated _____

TO: _____

ADDRESS: _____

Contract: 2026 Sidewalk Replacement

You are notified that your Bid Proposal dated for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the Total Base Bid.

The Contract Price of your Contract is _____.

4 copies of each of the proposed Contract Documents accompany this Notice of Award. Specifications will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten (10) days of the date you receive this Notice of Award.

1. Deliver to the Owner 3 fully executed counterparts of the Contract Documents. [Each of the Contract Documents must bear your signature].

2. Deliver with the executed Contract Documents as specified in the Instructions to Bidders and General Conditions (paragraph 5.01).

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid Proposal in default, to annul this Notice of Award.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Dated this _____ day of _____, _____.

BY: Town of Munster
(Owner)

SIGNED: _____

TITLE: _____

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

DOCUMENT 00 52 00

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the Town of Munster

(Owner) and _____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Paving Improvements

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: concrete sidewalk and ADA ramp replacement.

ARTICLE 3 – ENGINEER

3.01 The Owner may retain an Engineer to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

The Work will be substantially completed by October 30, 2026 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by November 27, 2026.

4.03 *Liquidated Damages*

Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed and milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
	See Attached Bid Form				
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$

The extended prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Subject to the provisions of the Supplementary Conditions, Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications of Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

a. 90 percent of Work completed (with the balance being retainage).

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

Contractor has carefully studied 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.

Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract 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 Contractor; and (3) Contractor's safety precautions and programs.

Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

The Contract Documents consist of the following:

1. Addenda (numbers 00 00 1__ to 00 00 1__, inclusive).
2. This Agreement (pages 00 52 00-1 to 00 52 00-6, inclusive).
3. Performance Bond (Document 00 61 13).
4. Payment Bond (Document 00 61 14).
5. General Conditions (pages 00 72 00-1 to 00 72 00-65, inclusive).
6. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-7, inclusive).

7. Specifications as listed in the table of contents of the Project Manual.

8. Project Plan Sheets

9. Exhibits to this Agreement (enumerated as follows).

   a. Contractor's Bid (Document 00 41 00).

   b. Documentation submitted by Contractor prior to Notice of Award (pages ___ to ___, inclusive).

   c. Certificate of Insurance.

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

   a. Notice to Proceed.

   b. Field Order(s).

   c. Work Change Directive(s).

   d. Change Order(s).

The documents listed in Paragraph 8.01 are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8.

The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Contract).

OWNER:

Town of Munster

By: Joe Hofferth

Title: Town Council President

[CORPORATE SEAL]

Attest: Wendy Mis

Title: Clerk-Treasurer

Address for Giving Notices:

1005 Ridge Road

Munster, IN 46321

219-836-6900

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement).

Designated Representative:

Name: Patricia Abbott

Title: Controller, Town of Munster

Address: 508 Fisher Street

Munster, IN 46321

Phone: 219-836-6946

Facsimile: 219-836-8379

CONTRACTOR:

_____

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for Giving Notices:

_____

_____

_____

License No. _____
(Where Applicable)

Agent for service of process: _____

_____
(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: _____

Title: _____

Address _____

_____

Phone: _____

Facsimile: _____

END OF SECTION

DOCUMENT 00 55 00

NOTICE TO PROCEED

Dated_____

TO: _____
(CONTRACTOR)

ADDRESS: _____

_____

PROJECT: **2026 Sidewalk Replacement**

OWNER'S CONTRACT NO._____

A. You are notified that the Contract Times under the above contract will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the dates of Substantial Completion and completion and readiness for final payment are October 30, 2026 and November 27, 2026.

B. Before you may start any Work at the site, paragraph 2.01B. of the General Conditions provides that you and Owner, if provided for, must each deliver to the other (with copies to Engineer and other identified additional insured) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

C. Also before you may start any Work at the site, you must:

1. Comply with all requirements as stated in the Contract Documents.

TOWN OF MUNSTER, INDIANA
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

_____

(Use Certified Mail, Return Receipt Requested)

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:
Town of Munster
1005 Ridge Road
Munster, IN 46321

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*: **2026 Sidewalk Replacement**
Munster, IN

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

THIS PAGE INTENTIONALLY LEFT BLANK

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:
Town of Munster
1005 Ridge Road
Munster, IN 46321

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*: **2026 Sidewalk Replacement**
Munster, IN

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

THIS PAGE INTENTIONALLY LEFT BLANK

DOCUMENT 00 65 16

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: **2026 Sidewalk Replacement** ENGINEER: SEH

CONTRACTOR'S PROJECT NO.: _____

TO: (owner) Town of Munster
1005 Ridge Road
Munster, IN 46321

CONTRACTOR: _____

CONTRACT FOR: _____

CONTRACT DATE: _____

DATE OF ISSUANCE: _____

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as October 30, 2026, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

_____

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION
The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Engineer and verified by the Contractor is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

_____	_____	_____
ENGINEER	BY	DATE

The Contractor will complete or correct the Work on the list of items attached hereto within 14 days from the above Date of Substantial Completion.

_____	_____	_____
CONTRACTOR	BY	DATE

The OWNER is not aware of any substantial deficiencies of the Work and will assume full operation and maintenance responsibilities on the date of Substantial Completion, or final payment, whichever is applicable. Equipment for which an adjustment in operation and maintenance cost is required shall be negotiated within 60 days of the date indicated below.

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof on the date of Substantial Completion, or final payment, whichever is applicable.

_____	_____	_____
OWNER	BY	DATE
	_____	
	TITLE	

Distribution to:
OWNER _____
ENGINEER _____
CONTRACTOR _____
FIELD _____
OTHER _____

END OF SECTION

DOCUMENT 00 65 19

CERTIFICATE OF FINAL COMPLETION, APPROVAL, AND ACCEPTANCE OF WORK

PROJECT: **2026 Sidewalk Replacement** ENGINEER: SEH

(name, address) _____
_____
_____

CONTRACTOR'S PROJECT NO.: _____

TO: (owner) Town of Munster
1005 Ridge Road
Munster, IN 46321

CONTRACTOR: _____

CONTRACT FOR: _____

CONTRACT DATE: _____

DATE OF ISSUANCE: _____

The Work performed under this Contract has been reviewed and found to be complete. The Date of Final Completion of the Project and commencement of applicable warranties required by the Contract Documents and pursuant to Section 14.07 of the General Conditions is hereby established as: November 27, 2026.

DEFINITION OF DATE OF FINAL COMPLETION, APPROVAL AND ACCEPTANCE
The Date of Final Completion, Approval and Acceptance of the Work is the Date when the structures, equipment and facilities supplied, installed, modified or constructed under the Contract together with all appurtenances are tested and ready to be placed in continuous satisfactory operation by the Owner in the manner intended.

All of the work under this Agreement has been reviewed and found to be complete in accordance with the Contract Documents. The Contractor certifies that the project has been completed in accordance with the Contract Documents. Signing of this Certificate by the Owner in no way alters the responsibility of the Contractor to have completed all Work in accordance with the Contract Documents or the Engineer's contractual responsibilities to Owner.

_____	_____	_____
ENGINEER	BY	DATE
_____	_____	_____
CONTRACTOR	BY	DATE

Based on the foregoing representations of the Contractor and Engineer, the Owner accepts the Work as complete and will assume full possession thereof at _____ (time) on _____ (date).

_____	_____	_____
OWNER	BY	DATE
	_____	
	TITLE	

Distribution to:
OWNER _____
ENGINEER _____
CONTRACTOR _____
FIELD _____
OTHER _____

END OF SECTION

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.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

NSPE
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed By

CSI
Building Knowledge
Improving Project Delivery

NUCA
We Dig America

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Copyright© 2018

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

		Page
Article 1—Definitions and Terminology		1
1.01	Defined Terms	1
1.02	Terminology	6
Article 2—Preliminary Matters		7
2.01	Delivery of Performance and Payment Bonds; Evidence of Insurance	7
2.02	Copies of Documents	7
2.03	Before Starting Construction	7
2.04	Preconstruction Conference; Designation of Authorized Representatives	8
2.05	Acceptance of Schedules	8
2.06	Electronic Transmittals	8
Article 3—Contract Documents: Intent, Requirements, Reuse		9
3.01	Intent	9
3.02	Reference Standards	9
3.03	Reporting and Resolving Discrepancies	10
3.04	Requirements of the Contract Documents	10
3.05	Reuse of Documents	11
Article 4—Commencement and Progress of the Work		11
4.01	Commencement of Contract Times; Notice to Proceed	11
4.02	Starting the Work	11
4.03	Reference Points	11
4.04	Progress Schedule	12
4.05	Delays in Contractor's Progress	12
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions		13
5.01	Availability of Lands	13
5.02	Use of Site and Other Areas	14
5.03	Subsurface and Physical Conditions	15
5.04	Differing Subsurface or Physical Conditions	16

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5.05 Underground Facilities 17
5.06 Hazardous Environmental Conditions at Site 19
Article 6—Bonds and Insurance 21
6.01 Performance, Payment, and Other Bonds 21
6.02 Insurance—General Provisions 22
6.03 Contractor's Insurance 24
6.04 Builder's Risk and Other Property Insurance 25
6.05 Property Losses; Subrogation 25
6.06 Receipt and Application of Property Insurance Proceeds 27
Article 7—Contractor's Responsibilities 27
7.01 Contractor's Means and Methods of Construction 27
7.02 Supervision and Superintendence 27
7.03 Labor; Working Hours 27
7.04 Services, Materials, and Equipment 28
7.05 "Or Equals" 28
7.06 Substitutes 29
7.07 Concerning Subcontractors and Suppliers 31
7.08 Patent Fees and Royalties 32
7.09 Permits 33
7.10 Taxes 33
7.11 Laws and Regulations 33
7.12 Record Documents 33
7.13 Safety and Protection 34
7.14 Hazard Communication Programs 35
7.15 Emergencies 35
7.16 Submittals 35
7.17 Contractor's General Warranty and Guarantee 38
7.18 Indemnification 39
7.19 Delegation of Professional Design Services 39
Article 8—Other Work at the Site 40
8.01 Other Work 40
8.02 Coordination 41
8.03 Legal Relationships 41

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Article 9—Owner's Responsibilities 42
9.01 Communications to Contractor 42
9.02 Replacement of Engineer 42
9.03 Furnish Data 42
9.04 Pay When Due 42
9.05 Lands and Easements; Reports, Tests, and Drawings 43
9.06 Insurance 43
9.07 Change Orders 43
9.08 Inspections, Tests, and Approvals 43
9.09 Limitations on Owner's Responsibilities 43
9.10 Undisclosed Hazardous Environmental Condition 43
9.11 Evidence of Financial Arrangements 43
9.12 Safety Programs 43
Article 10—Engineer's Status During Construction 44
10.01 Owner's Representative 44
10.02 Visits to Site 44
10.03 Resident Project Representative 44
10.04 Engineer's Authority 44
10.05 Determinations for Unit Price Work 45
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work 45
10.07 Limitations on Engineer's Authority and Responsibilities 45
10.08 Compliance with Safety Program 45
Article 11—Changes to the Contract 46
11.01 Amending and Supplementing the Contract 46
11.02 Change Orders 46
11.03 Work Change Directives 46
11.04 Field Orders 47
11.05 Owner-Authorized Changes in the Work 47
11.06 Unauthorized Changes in the Work 47
11.07 Change of Contract Price 47
11.08 Change of Contract Times 49
11.09 Change Proposals 49
11.10 Notification to Surety 50

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Article 12—Claims 50
12.01 Claims 50
Article 13—Cost of the Work; Allowances; Unit Price Work 51
13.01 Cost of the Work 51
13.02 Allowances 55
13.03 Unit Price Work 55
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work 56
14.01 Access to Work 56
14.02 Tests, Inspections, and Approvals 56
14.03 Defective Work 57
14.04 Acceptance of Defective Work 58
14.05 Uncovering Work 58
14.06 Owner May Stop the Work 58
14.07 Owner May Correct Defective Work 59
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period 59
15.01 Progress Payments 59
15.02 Contractor's Warranty of Title 62
15.03 Substantial Completion 62
15.04 Partial Use or Occupancy 63
15.05 Final Inspection 64
15.06 Final Payment 64
15.07 Waiver of Claims 65
15.08 Correction Period 66
Article 16—Suspension of Work and Termination 67
16.01 Owner May Suspend Work 67
16.02 Owner May Terminate for Cause 67
16.03 Owner May Terminate for Convenience 68
16.04 Contractor May Stop Work or Terminate 68
Article 17—Final Resolution of Disputes 69
17.01 Methods and Procedures 69
Article 18—Miscellaneous 69
18.01 Giving Notice 69
18.02 Computation of Times 69

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

18.03 Cumulative Remedies 70
18.04 Limitation of Damages 70
18.05 No Waiver 70
18.06 Survival of Obligations 70
18.07 Controlling Law 70
18.08 Assignment of Contract 70
18.09 Successors and Assigns 70
18.10 Headings 70

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

(NO TEXT FOR THIS PAGE)

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

   a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

   a. will certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design;

      2) be similar in substance to the item specified; and

      3) be suited to the same use as the item specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

   c. will identify:

      1) all variations of the proposed substitute item from the item specified; and

      2) available engineering, sales, maintenance, repair, and replacement services.

   d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;
2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

   d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

   e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

   a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

DOCUMENT 00 73 00

SUPPLEMENTARY CONDITIONS

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner insurance certificates which must identify Owner and Engineer as additional insureds, all endorsements, and identification of applicable self-insured retentions and deductibles for all insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor certificates of insurance for all insurance required to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

A. Owner shall furnish to Contractor **one** printed copy of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No suggested Supplementary Conditions in this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03 D:

A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. There are no reports or drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will, unless otherwise approved by Owner, be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will, unless otherwise approved by Owner, be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, and umbrella or excess liability policies must include as additional insureds (in addition to Owner and Engineer) the following: NONE.

E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Employer's Liability	
Each accident	$1,000,000
Each employee	$500,000
Policy limit	Statutory

F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
    a. Such insurance must be maintained for three years after final payment.
    b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	$2,000,000
Products—Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000

J. *Automobile Liability-Minimum Policy Limits:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	$1,000,000
Each Accident	$1,000,000
Property Damage	
Each Accident	$1,000,000
Combined Single Limit (Bodily Injury and Property Damage)	$2,000,000

K. *Umbrella or Excess Liability-Minimum Policy Limit:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	$4,000,000
General Aggregate	$4,000,000

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of **$3,000,000** after accounting for partial attribution of its limits to underlying policies, as allowed above.

M. Additional Insureds:

1. The Owner shall be named as an additional insured, on a primary basis.

2. Other persons or entities to be included as additional insureds:

   a. Short Elliott Hendrickson Inc.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 6 AM to 7 PM Mondays through Fridays only. Emergency work may be performed anytime without the Owner's written consent.

2. Work after hours: Night work may be established by Contractor as regular procedure with written consent of Owner. Such consent, however, may be revoked at any time by Owner if Contractor fails to maintain adequate equipment and supervision for proper prosecution and control of night work.

3. Owner's legal holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

B. Owner is exempt from payment of sales and compensating use taxes of the State of Indiana and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 8—OTHER WORK AT THE SITE

No suggested Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.13 *Owner's Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner's Site Representative*

A. Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee. The authority and responsibilities of Owner's Site Representative follow: Monitor performance of the Work for contractual compliance, discuss same with Engineer and Contractor, and report regarding same to Owner. Does not have authority to approve change orders.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

No suggested Supplementary Conditions in this Article.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the extended price of a particular item of Unit Price Work amounts to 10 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 10 percent from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly because of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Litigation*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Litigation*

A. All matters subject to final resolution under this Article will be settled by litigation in a court of competent jurisdiction in Lake County, Indiana.

17.03 *Attorneys' Fees*

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

17.03 *Attorneys' Fees*

A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

No suggested Supplementary Conditions in this Article.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 01 11 00

SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Work Included in Contract Documents
   2. Contract Information
   3. Work Under Other Contracts
   4. Contractor Use of Premises
   5. Occupancy Requirements
   6. Work Restrictions

1.02 WORK INCLUDED IN CONTRACT DOCUMENTS

A. The work consists of sidewalk and curb ramp removal and replacement. The project consists of two funding programs and project areas as follows:
   1. CDBG Project Area
      a. Work under this section is contained within the region depicted in Exhibit A.
      b. Specific locations are included in the following table.

Street Name/Location	Address
Beverly Place	216
Beverly Place	222
Beverly Place	238
Beverly Place	306
Beverly Place	312
Beverly Place	314
Beverly Place	320
Beverly Place	319
Beverly Place	305
Beverly Place	237
Beverly Place	232
Beverly Place	215
Beacon Place	222
Beacon Place	232
Beacon Place	240
Beacon Place	324
Beacon Place	325
Beacon Place	239
Beacon Place	215
Beacon Place	205
Sunnyside Avenue (Both Sides)	
Manor Avenue (Beacon to Beverly)	
Manor Avenue (Beverly to Sunnyside)	
ADA Pads on Manor Avenue (6)	

2. Town/Resident Funded Project Area
   a. Work under this section is at locations throughout the Town of Munster.
   b. Specific locations are included in the following table.

Street Name/Location	Address
Beech Avenue	7939
Tulip Lane	1110
Treadway Road	1020
Glastonbury Street	133
Briar Lane	253
Boxwood Drive	1126
Chestnut Lane	9608
New Devon Street	9948
Wren Drive	1909
Sycamore Lane	232
Cypress Avenue	9615
Holly Lane	1121
Treadway Rd	1026
Somerset Drive	1444
Wildflower Lane	9934
Redbud Road	9749
Chestnut Lane	9206
Rosewood Lane	1914
Lambert Lane	1824
Larch Drive	9413
Chestnut Lane	9601
Glastonbury Lane	201
Hohman Avenue	8453
Chestnut Lane	9601
Westminster Ln	1109
Glastonbury St.	340
Kraay Avenue	8125
Somerset Dr	10038
South End of Margo Lane	7939

1.03 CONTRACT INFORMATION

A. Type of Contract: Owner will award a Single Prime Contract.

B. Scope of Contract:
   1. This Contractor is solely responsible for the Work.
   2. The Contract will include:
      a. Contract Forms:
         1) Agreement
         2) Performance Bond
         3) Payment Bond
         4) Certificates
      b. Conditions of the Contract:
         1) General Conditions
         2) Supplementary Conditions
      c. Specifications:
         1) Division 1 - General Requirements
         2) Applicable Technical Sections
      d. Addenda
      e. Contract Modifications

1.04 WORK UNDER OTHER CONTRACTS

A. No other work is anticipated.

1.05 CONTRACTOR USE OF PREMISES

A. Confine operations at Site to areas permitted under contract or as directed by Owner.

B. Conform to site rules and regulations affecting Work while engaged in Project construction.

C. Existing Structures:
   1. Keep existing sidewalks, driveways, and adjacent streets clear and available to public in accordance with Owner's or local authority's requirements.
   2. Repair damages caused to existing public and private property and structures due to operations of Contractor to the satisfaction of, and at no additional cost to Owner.

D. Construction personnel may park only in areas designated by the Owner.

E. Damaged Property:
   1. Patch and/or clean existing improvements and restore damage of property on, or adjacent to Site occasioned by this Work, including, but not limited to, lawns, walks, curbs, pavements, roadways, structures, and utilities which are cut or damaged by operations and are not designated for removal, relocation, or replacement in the course of construction.
   2. Public Property or Utilities: Comply with laws, ordinances, rules, regulations, standards, orders of utility owner or any public authority having jurisdiction.
   3. Provide written acceptance of restoration work by authority or Owner.

F. Product Requirements:
   1. Confine stockpiling of materials or equipment to areas indicated.

1.06 OCCUPANCY REQUIREMENTS

A. General Requirements:
   1. Cooperate with Owner to minimize conflict with the Owner and the public.
   2. Schedule the Work to accommodate this requirement.
   3. Coordinate activities which could cause interruption.
   4. Provide not less than 72 hours' notice to Owner of work activities.

1.07 WORK RESTRICTIONS

A. On-Site Work Hours:
   1. Normal business working hours of 7:00 a.m. to 5:00 p.m. Monday through Friday without prior approval by Owner.
   2. Weekend Hours: Upon approval by Owner.
   3. Legal Holidays: No work.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 01 25 13

PRODUCT SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. Administrative and procedural requirements for handling requests for substitutions.

B. The following is not included in this Section:
   1. Procedural requirements governing Contractor's selection of product options (Section 01 60 00).

1.02 DEFINITIONS

A. Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.

B. Substitutions: Requests for changes in products, materials, equipment and methods of construction required by Contract Documents proposed by Contractor.

C. The following are not considered substitutions:
   1. Revisions to Contract Documents requested by Owner or Engineer.
   2. Specified options of products and construction methods included in Contract Documents.
   3. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.03 SUBMITTALS

A. Substitution Request Prior to Bid: For a Product Substitution to be considered, the following conditions must be met:
   1. All requests must be submitted in writing no later than 10 calendar days prior to the date for receipt of the bids.
   2. Faxed submittals will not be considered.
   3. Submit each request for substitution (one material or product per form) on the attached "Substitution Request Form" attached at the end of this section (either duplicated from the Project Manual or available from Engineer's office) together with a self-addressed, stamped envelope. Submittals not accompanied by this form properly filled in and endorsed will be discarded without review. NO EXCEPTIONS.
   4. Identify any impact of the substituted product on related items.
   5. Approved items will be listed in addenda. Requests for substitution will be returned in the self-addressed, stamped envelope provided by bidder at Engineer's earliest convenience.

B. All substitutions permitted on addenda must meet or exceed requirements of the specifications including, but not limited to:
   1. Warranty.

C. Substitution Request After Bid: Requests for substitution will be considered if received within 60 days after commencement of the work. Requests received more than 60 days after commencement of the work may be considered or rejected at the discretion of Engineer.
   1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for change order proposals.
   2. Identify the product, or the fabrication or installation method to be replaced in each request. Include related specification section and Drawing numbers.

3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
    a. Product data, including drawings and descriptions of products, fabrication and installation procedures.
    b. Samples, where applicable or requested.
    c. A detailed comparison of significant qualities of the proposed substitution with those of the work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
    d. Coordination information, including a list of changes or modifications needed to other parts of the work and to construction performed by Owner and separate contractors, that will become necessary to accommodate the proposed substitution.
    e. A statement indicating the substitution's effect on Contractor's construction schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall contract time.
    f. Cost information, including a proposal of the net change, if any in the contract sum.
    g. Certification by Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated.
    h. Include Contractor's waiver of rights to additional payment or time, which may subsequently become necessary because of the failure of the substitution to perform adequately.

D. Substitution Conditions:
    1. Contractor's substitution request will be received and considered by Engineer when one or more of the following conditions are satisfied, as determined by Engineer, otherwise requests will be returned without action except to record noncompliance with these requirements:
        a. Extensive revisions to Contract Documents are not required.
        b. Proposed changes are in keeping with the general intent of Contract Documents.
        c. The request is timely, fully documented and properly submitted.
        d. Contractors and suppliers will be expected to provide the specified product unless prior approval is received from Engineer's office in sufficient time so that all bidders can be notified through an addendum.
        e. The specified product or method of construction cannot be provided within the contract time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the work promptly or coordinate activities properly.
        f. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
        g. A substantial advantage is offered to Owner, in terms of cost, time, energy conservation, or other considerations of merit, after deducting offsetting responsibilities Owner may be required to bear. Additional responsibilities for Owner may include additional compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, or separate contractors, and similar considerations.
        h. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where Contractor certifies that the substitution will overcome the incompatibility.
        i. The specified product or method of construction cannot be coordinated with other materials, and where Contractor certifies that the proposed substitution can be coordinated.
        j. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where Contractor certifies that the proposed substitution provides the required warranty.
        k. Where a proposed substitution involves more than one prime contractor, each contractor shall cooperate with the other contractors involved to coordinate the work, provide uniformity and consistency, and to assure compatibility of products.

E. Limitations: Contractor's submittal and Engineer's acceptance of Shop Drawings, Product Data, or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

F. Substitution Causing Redesign: Engineer time for redesign as a result of substitution, will be charged to Owner, then deducted by Construction Change Directive from Contract Amount.

G. Engineer's Action:
   1. Request Prior to Bid: If approved, substitution will be included in an addendum.
   2. Request After Bid:
      a. If necessary, within one week of receipt of the request for substitution, Engineer will request additional information or documentation necessary for evaluation of the request.
      b. Within two weeks of receipt of the request, or one week of receipt of the additional information or documentation, whichever is later, Engineer will notify Contractor of acceptance or rejection of the proposed substitution.
      c. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name.
      d. Acceptance will be in the form of a change order.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SUBSTITUTION REQUEST FORM

TO: Attn: Satya Tallamraju
Short Elliott Hendrickson Inc.
931 Ridge Road, Suite E
Munster, IN 46321
219.513.2510

PROJECT:2026 Paving Improvements

SECTION NO.	ARTICLE NO.	SPECIFIED PRODUCT	PROPOSED SUBSTITUTION

A. Does the substitution affect dimensions shown on Drawings? Yes ☐ No ☐

B. Does the substitution affect other trades? Yes ☐ No ☐

C. Does the manufacturer's guarantee differ from that specified? Yes ☐ No ☐

D. If you indicated "Yes" to Items A, B, or C above, attach a thorough explanation on your company letterhead.

E. If there are other differences between proposed substitution and specified product, attach a thorough explanation on your company letterhead. If differences are not noted and acknowledged in writing by Engineer, product must comply with specification requirements.

F. The proposed substitution was used within the last 24 months on the following project:

Project Name _____

Location _____

Engineer _____

Telephone No. _____

G. Has the proposed substitution been used on an SEH project within the last 12 months? Yes ☐ No ☐

If yes, which project? _____

All questions must be answered. Incomplete forms will not be reviewed.
Include a self-addressed, stamped envelope for reply.

Submitted By: _____

Signature

Firm

Address

Date

Phone

E-mail

For Use by Design Consultant

☐ Not Accepted, Not Enough Information
☐ Not Accepted, Does Not Appear to be Equal
☐ Accepted ☐ Accepted as Noted
☐ Received Too Late

By _____

Date _____

Remarks _____

DOCUMENT 01 23 63

CHANGE ORDER

NUMBER: _____

PROJECT: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____

OWNER'S Contract No. _____

CONTRACTOR: _____ ENGINEER: _____

You are directed to make the following changes in the Contract Documents.

Description:

Reason for Change Order:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price $_____	Original Contract Times Substantial Completion: _____ Ready for final payment: _____ days or dates
Net changes from previous Change Orders No. ___ to No. ___ $_____	Net changes from previous Change Orders No. ___ to No. ___ _____ (days)
Contract Price prior to this Change Order $_____	Contract Times prior to this Change Order Substantial Completion: _____ Ready for final payment: _____ days or dates
Net Increase (Decrease) of this Change Order $_____	Net Increase (Decrease) of this Change Order _____ (days)
Contract Price with all approved Change Orders $_____	Contract Times with all approved Change Orders Substantial Completion: _____ Ready for final payment: _____ days or dates

RECOMMENDED:	APPROVED: Town of Munster	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Town Manager	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

END OF SECTION

DOCUMENT 01 26 65

CHANGE ORDER AND WORK ORDER PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Definitions
   2. Change Orders
   3. Work Orders

1.02 DEFINITIONS

A. Change Order: Refer to the Change Order definition in Article 1 of the General Conditions.

B. Work Order: Work Order is a written directive to the CONTRACTOR issued on or after the effective date of the agreement; signed by the OWNER, recommended by the ENGINEER ordering an addition, deletion, or revision in the Work. A Work Order will subsequently be followed by the issuance of a Change Order.

C. Overhead: Overhead is defined as the cost of administration, field office and home office costs, general superintendence, office engineering and estimating costs, other required insurance, materials used in temporary structures (not including form work), additional premiums on the performance bond of the CONTRACTOR, the use of small tools, scheduling costs, and all other costs incidental to the performance of the change or the cost of doing business.

D. Independent firm: A firm which is not owned in whole or in part by the CONTRACTOR.

1.03 CHANGE ORDERS

A. Initiation of Proposals:
   1. From time to time, the OWNER or the ENGINEER may issue a Request for Change Order Proposal. The Request will contain a description of the intended change with supplementary or revised Drawings and Specifications as applicable, and the projected time for accomplishing the change.
   2. The CONTRACTOR may propose a change in the Work by submittal of a Change Order Request to the ENGINEER describing the proposed change with a statement of the reason for the change and the effect on the Contract time and price, along with supporting documentation.

B. Execution of Change Order Proposal:
   1. When a Proposal is requested for changed work, submit proposal within 14 days following receipt of the Request from OWNER or ENGINEER. State the increase or decrease, if any, in the Contract Completion Time and Contract Price.
   2. Explain proposal in sufficient detail to permit review by OWNER.
   3. For Omitted Work the decrease in the Contract Price will be determined by the ENGINEER and will include appropriate amounts for profit and overhead.
   4. The OWNER and ENGINEER will review the Proposal and may request additional information and documentation. Provide these items upon request.
   5. If the OWNER decides to proceed with the change, the OWNER will issue a Change Order for signature by the CONTRACTOR and then by the OWNER.
   6. The CONTRACTOR will promptly complete the approved change in the Work on receipt of the executed Change Order.
      a. Failure to sign the Change Order does not relieve the CONTRACTOR from performing the Work if the Change Order is signed by the OWNER.

C. Compute the cost of both additive and deductive changes in the Work in accordance with Article 11 of the General Conditions and as follows:

1. Include the costs of labor, crew foreman and general foreman performing or directly supervising the changed Work on the site. Include travel and subsistence, but only to the extent incurred.
2. To the labor cost, add all net premium for Workers Compensation, taxes pursuant to the Federal Social Security Act, and payments required under State and Federal unemployment laws.
3. Add necessary extra materials, delivered to the site.
4. Include rent for plant and equipment at unit rental costs for similar rental from an independent firm. If equipment is owned by CONTRACTOR or rented from a firm in which the CONTRACTOR has an interest, calculate the rent in accordance with the applicable provisions and terms of the current "Cost Reference Guide for Construction Equipment" published by Dataquest.
5. Include Subcontractor's costs, determined by items 1 through 4 in the preceding subparagraphs, including a maximum of 10 percent overhead and profit for the first $10,000; and 5 percent overhead and percent profit on the balance over $10,000.
6. For all subcontract work add 5 percent overhead and profit to the subcontractor's cost as determined in paragraph 5. For work performed by the CONTRACTOR's own forces add a maximum of 10 percent overhead and profit for the first $10,000; and 5 percent overhead and profit on balance over $10,000.

1.04 WORK ORDERS

A. Initiation by OWNER: OWNER may issue a Work Order with a Notice to Proceed without a prior Request for a Change Order Proposal or the CONTRACTOR's signature.

B. Payment Determination: The OWNER will designate the method of determining the amount of compensation or credit, if any based on one of the methods contained in Article 11 of the General Conditions.

C. Timing: Proceed with the change in the Work immediately upon receipt of the Work Order.

D. Additions to Contract: The Work Order will be incorporated into the Contract Documents via a Change Order at a later date.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 28 00

PAYMENTS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Schedule of Values
   2. Application for Payment

1.02 SCHEDULE OF VALUES

A. Approval of Schedule: Submit for approval a preliminary schedule of values, in duplicate, for all of the Work. Prepare preliminary schedule in accordance with Paragraph 2.05.A of the General Conditions. Submit preliminary schedule of values within 15 calendar days after date established in Notice to Proceed. Submit final schedule of values in accordance with Paragraph 2.07 of the General Conditions.

B. Format: Utilize a format following the bid form. Identify each line item with number and title of the major specification section. Identify site mobilization, bonds and insurance. Include with each line item, a direct proportional amount of CONTRACTOR'S overhead and profit.

C. Revisions: With each application for Payment revise schedule to list approved Change Orders.

1.03 APPLICATION FOR PAYMENT

A. Required Copies: Submit three copies of each application using the form provided in Section 01 29 10. Present required information in typewritten form or on electronic media printout.

B. Execute certification by signature of authorized officer.

C. Use data from approved Schedule of Values.

D. Stored Materials: When payment for materials stored is permitted by the OWNER, submit a separate schedule for Materials Stored showing line item, description, previous value received, value incorporated into the Work and present value. Payments may be made on account for materials or equipment not incorporated in the work, but delivered and suitably stored at the site. Materials may be stored at another location other than the work site if properly identified as the property of the Owner and properly protected. Storage of material at the place of business of the vendor is not acceptable. Such payments shall be conditional upon the submission by the contractor of the following:
   1. receipts marked by the supplier as paid
   2. supplier's waiver of lien listing specific materials involved
   3. invoice with copy of canceled check showing payment
   4. such other evidence of payment as the Owner may require in lieu thereof to establish ownership of all items except those listed as miscellaneous materials below.

   For materials stored off site the contractor shall provide a Certificate of Insurance listing the materials insured in the Owner's name.

   For the aggregate of miscellaneous stored materials for which payment is requested and above proof of payment is not available, a complete list will be provided along with the affidavit of payment for stored materials. Upon certification by the Owner's representative that the listed materials are suitably stored, payment can be made. Miscellaneous materials are defined as pipe, fittings, wire, conduit, etc., normally stored as stock items in contractor's warehouse. For materials stored other than at the construction site, applicable insurance and transportation to the site shall be provided by the contractor.

In no instance shall the payments exceed 95 percent of the net value of material or equipment stored. As stored materials are incorporated into the work, the value shall be removed from the total value of stored material requested in successive payments. Proof of ownership through one of the above methods will be required for additional materials.

E. Change Orders: List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of work.

F. Final Payment: Prepare Application for Final Payment as required by Article 14.07 of the General Conditions.

G. Submit an updated construction schedule with each Application for Payment.

H. Submit application for payment to ENGINEER on, or before, the first day of each Month.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

DOCUMENT 01 29 10

APPLICATION FOR PAYMENT

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Procedures for Administration of Applications for Payment:
      a. Application for Payment:
         1) Coordination
         2) Format
         3) Typical Application
      b. Additional Requirements:
         1) Initial Application
         2) Substantial Completion
         3) Final Payment

B. Related Sections:
   1. Document 00 73 00 - Supplementary Conditions
   2. Section 01 33 00 - Submittals
   3. Section 01 77 00 - Closeout Procedures

1.02 APPLICATIONS FOR PAYMENT

A. Coordination:
   1. Each application for payment shall be consistent with previous applications and payments as certified by ENGINEER and paid by OWNER.

B. Format:
   1. Application for Payment Forms:
      a. Application for Payment Forms are provided in this Section below, commencing on page 3.

C. Typical Application:
   1. Payment Application Times:
      Each progress payment date is indicated in either the Supplementary Conditions, the Agreement, or if not, as set at the Preconstruction Meeting.
   2. The Period of Work Covered:
      a. The length of time for construction work covered by each Application for Payment is indicated in Agreement or as set at the Preconstruction Meeting.
   3. Application Preparation:
      a. Complete every entry on form, including notarization and execution by person authorized to sign legal documents on behalf of CONTRACTOR. Incomplete applications will be returned without action. Use updated schedules if revisions have been made.
      b. Include amounts of Change Orders and Construction Change Directives issued prior to last day of construction period covered by application.
   4. Transmittal:
      a. Submit three executed copies of each Application for Payment to ENGINEER by means ensuring timely receipt.

1.03 ADDITIONAL REQUIREMENTS

A. Initial Application for Payment:
   1. Coordinate submittals as required by Section 01 33 00.
   2. Applications for Payment will not be considered if copies of required submittals have not been received by the ENGINEER.

B. Waivers of Lien
   1. Submit three copies of Partial Waivers of Lien fully with each Application for Payment and Final Waivers of Lien as follows:
      a. Prime Contractors shall submit with each Application for Payment a Partial Waiver of Lien in full amount equal to payment amount requested.
      b. Prime Contractors shall submit with each Application for Payment, Partial Waivers of Lien from their material suppliers, subcontractor(s) and subcontractor's material suppliers for the previous month's payment. The Waivers of Lien shall be executed in amounts equal to the Schedule of Values of the previous payment. The Prime Contractor will not receive payment until this requirement is fulfilled.
      c. Prime Contractors shall submit with Final Application for Payment his Final Waiver of Lien and Final Waivers of Lien from material suppliers, subcontractors and subcontractors' material suppliers.

C. Substantial Completion:
   1. Coordinate submittals as required by Section 01 33 00.
   2. Administrative actions which must precede or coincide with submittal of Substantial Completion Application for Payment include:
      a. Change of door locks to OWNER's access.
   3. Following issuance of Certificate of Substantial Completion, submit Application for Payment.
   4. Applications for Payment will not be considered if copies of required submittals have not been received by the ENGINEER.

D. Final Payment Application:
   1. Coordinate submittals as required by Section 01 33 00.
   2. Administrative actions which must precede or coincide with submittal of final Application for Payment include:
      a. Completion of Project requirements.
      b. Completion of items specified for completion after Substantial Completion.
      c. Assurance that unsettled claims will be settled.
      d. Assurance that work not complete and accepted will be completed without undue delay.
      e. Removal of temporary facilities and services.
      f. Removal of surplus materials, rubbish, similar elements.
      g. Final cleaning
   3. Applications for Payment will not be considered if copies of required submittals have not been received by the ENGINEER.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

APPLICATION FOR PAYMENT

Application for Payment No. _____
To: TOWN OF MUNSTER _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: 2026 Sidewalk Replacement
Project: _____
OWNER's Contract No. _____ ENGINEER's Project No. 183529
For Work accomplished through the date of: _____

1.	Original Contract Price:	$_____
2.	Net change by Change Orders and Written Amendments (+ or -): (List each Change Order by number and amount)	$_____
	a. _____ $_____	
	b. _____ $_____	
	c. _____ $_____	
	d. _____ $_____	
3.	Current Contract Price (1 plus 2):	$_____
4.	Total completed and stored to date:	$_____
5.	Retainage (per Agreement):	
	_____% of completed Work: $_____	
	_____% of stored material: $_____	
	Total Retainage:	$_____
6.	Total completed and stored to date less retainage (4 minus 5):	$_____
7.	Less total of previously approved applications for payment:	$_____
8.	**CURRENT PAYMENT DUE CONTRACTOR THIS APPLICATION (6 minus 7):**	$_____
9.	Balance of Contract Price to finish (3 minus 4):	$_____
10.	Balance of Contract Price payable to Contractor to finish, including retainage (3 minus 6):	$_____

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated _____ _____
CONTRACTOR

By: _____

State of _____
County of _____
Subscribed and sworn to before me this _____day of _____, _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____ _____
ENGINEER

By: _____

APPLICATION FOR PAYMENT

INSTRUCTIONS

A. GENERAL INFORMATION

The sample form of Schedule of Values is intended as a guide only. Many projects require a more extensive form with space for numerous items, descriptions of Change Orders, identification of variable quantity adjustments, summary of materials and equipment stored at the site and other information. It is expected that a separate form will be developed by Engineer and Contractor at the time Contractor's Schedule of Values is finalized. Note also that the format for retainage must be changed if the Contract permits (or the law provides), and Contractor elects to deposit securities in lieu of retainage. Refer to Article 14 of the General Conditions for provisions concerning payments to Contractor.

B. COMPLETING THE FORM

The Schedule of Values, submitted and approved as provided in paragraphs 2.05.A.3 and 2.07 of the General Conditions should be reproduced as appropriate in the space indicated on the Application for Payment form. Note that the cost of materials and equipment is often listed separately from the cost of installation. Also, note that each Unit Price is deemed to include Contractor's overhead and profit.

All Change Orders affecting the Contract Price should be identified and included in the Schedule of Values as required for progress payments.

The form is suitable for use in the Final Application for Payment as well as for Progress Payments; however, the required accompanying documentation is usually more extensive for final payment. All accompanying documentation should be identified in the space provided on the form.

C. LEGAL REVIEW

All accompanying documentation of a legal nature, such as Lien waivers, should be reviewed by an attorney, and Engineer should so advise Owner.

THIS PAGE INTENTIONALLY LEFT BLANK

SCHEDULE OF VALUES

Application No. _____ Date: _____

A	B	C	D	E	F	G	H	I	J	K	L	M
ITEM	UNIT PRICE	ESTIMATED QUANTITY	SCHEDULE OF VALUES AMOUNT (B x C) CONTRACT PRICE	WORK PREVIOUSLY COMPLETED (E + F)	WORK COMPLETED THIS PERIOD	MATERIALS AND EQUIPMENT CURRENTLY STORED (NOT IN E OR F)	TOTAL COMPLETED AND STORED TO DATE (E + F + G)	PERCENT COMPLETED (%) (H / D)	BALANCE TO FINISH (D – H)	BALANCE TO FINISH, PAYABLE TO CONTRACTOR (D – H + M)	RETAINAGE THIS PERIOD	RETAINAGE TO DATE
1.	$		$	$	$	$	$		$	$	$	$
2.												
3.												
4.												
5.												
6.												
7.												
8.												
9.												
10.												
11.												
12.												
13.												
14.												
15.												
16.												
17.												
18.												
19.												
20.												
TOTAL	$		$	$	$	$	$		$	$	$	$

Note: Total Schedule of Values Amount should equal the current Contract Price

THIS PAGE INTENTIONALLY LEFT BLANK

DOCUMENT 01 31 13

COORDINATION

PART 1 GENERAL

1.01 SUMMARY

A. SECTION INCLUDES
   1. Coordination by General Contractor
   2. Administrative/Supervisory Personnel
   3. General Installation Provisions
   4. Cleaning and Protection

B. Related Sections
   1. General Conditions, Supplementary Conditions, and Division 1 sections apply to the work of this section.

1.02 COORDINATION BY GENERAL CONTRACTOR

A. Coordinate scheduling, submittals, and work of the various specification sections to assure efficient and orderly sequence of installation.

B. Coordinate work of various specification sections having interdependent responsibilities.

C. Prepare coordination drawings where off-site fabricated products and materials are by separate entities and must accurately interface. Coordination drawings shall indicate how work, shown by separate shop drawings, will interface and shall indicate sequence for installation.

D. Follow routing shown for pipes as closely as practicable; place runs parallel with street centerline. Utilize space efficiently to maximize accessibility for other installations, maintenance, and repairs.

E. Coordinate underground work with existing utilities. Call Indiana Underground Plant Protection Services two working days before you dig at 1-800-382-5544.

F. Coordinate completion and clean up of Work.

1.03 ADMINISTRATIVE/SUPERVISORY PERSONNEL

A. The CONTRACTOR shall supervise and direct the Work. CONTRACTOR shall employ and maintain a full time, qualified supervisor or superintendent who shall act as the CONTRACTOR's representative at the site.

B. Provide listing of CONTRACTOR's principal staff assignments and consultants, including name, home and work addresses, and telephone numbers as well as a 24-hour emergency contact telephone number.

C. Provide supervisor's or superintendent's name, home and work address, and telephone numbers.

D. Provide names, work address, telephone numbers, samples of signature, and limits of authority of each individual authorized to sign change orders, field modifications, and monthly pay requests for the CONTRACTOR.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 GENERAL INSTALLATION PROVISIONS

A. Require installers to inspect conditions under which work is to be performed. Installer shall report all unsatisfactory conditions in writing to CONTRACTOR. Do not proceed with work until unsatisfactory conditions have been corrected.

B. Where installations include manufactured products, comply with manufacturer's applicable instructions and recommendations for installation to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents. Where manufacturers provide contradictory instructions, notify ENGINEER immediately and request clarifications.

C. Inspect each item immediately prior to installation. Reject damaged and defective items. The ENGINEER reserves the right to also inspect/reject at that time.

D. Provide attachment and connection devices and methods for securing work. Secure work true to line and grade, and within recognized industry tolerances. Allow for expansion and movement.

E. Recheck measurements and dimensions of the work, as an integral step of starting each installation.

F. Install each element of work during weather conditions and project status to ensure coordination of the Work. Isolate each element of work from incompatible work as necessary to prevent deterioration.

G. Coordinate backfill of work with required inspections and tests, so as to minimize necessity of uncovering work for that purpose.

3.02 CLEANING AND PROTECTION

A. During handling and installation, clean and protect work in progress and adjoining work. Apply protective covering on installed work where it is required to ensure freedom from damage or deterioration.

B. Clean and perform maintenance as frequently as necessary throughout construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

C. Supervise performance of the Work to ensure that none of the Work, whether completed or in progress, will be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

END OF SECTION

SECTION 01 31 19

PROJECT MEETINGS

PART 1 GENERAL

1.01 SUMMARY

A. Procedures for Administration of Project Meetings:
   1. Preconstruction Conference
   2. Progress Meetings
   3. Preinstallation Conferences

B. Related Sections:
   1. Document 00 21 13 - Instructions to Bidders
   2. Section 01 31 13 - Coordination
   3. Section 01 33 00 - Submittals

1.02 PRECONSTRUCTION/SITE MOBILIZATION CONFERENCE

A. Scheduled by OWNER at Site after Notice of Award, prior to commencement of construction for:
   1. Execution of Owner-Contractor Agreement and exchange of preliminary submittals if not previously completed.
   2. Clarification of Owner and Contractor responsibilities in use of the Site and review of administrative procedures.

B. Attendees: Owner, Engineer, Consultants, Contractors, major subcontractors, other concerned parties represented by persons familiar with and authorized to conclude matters relating to Work.

C. Agenda:
   1. Items of significance that could affect progress including, but not limited to:
      a. Submittal of executed bonds and insurance certificates.
      b. Execution of Owner-Contractor Agreement if not previously completed.
      c. Distribution of Contract Documents.
      d. Use of premises by Owner and Contractor:
         1) Owner's requirements and occupancy.
         2) Construction facilities provided by Owner (if any).
         3) Temporary utilities provided by Owner (if any).
         4) Use of premises office, work, and storage areas.
      e. Security and housekeeping procedures.
      f. Submittals:
         1) Final list of subcontractors, suppliers, products.
         2) Schedule of Values.
         3) Progress Schedule.
         4) Designation of responsible personnel:
            a) Contractor's principle staff and consultants.
            b) Contractor's superintendent or job foreman acting as Contractor's Site representative.
            c) Owner's and Contractor's designated individuals authorized to sign Change Orders, field modifications, and monthly pay requests.
      g. Procedures for processing:
         1) Field decisions
         2) Submittals:
            a) Shop Drawings
            b) Product Data
            c) Samples
         3) Substitutions
         4) Applications for Payments

5) Proposal requests
6) Change Orders
7) Contract Closeout

h. Schedules:
1) Preliminary construction schedule
2) Critical Work sequencing
3) Progress meetings

i. Procedures for testing
j. Procedures for maintaining Record Documents
k. Requirements for startup of equipment: Inspection and acceptance of equipment put into service during construction period.
l. Equipment deliveries and priorities
m. Contractor responsibilities:
1) Safety procedures
2) First aid

1.03 PROGRESS MEETINGS

A. Contractor:
1. Schedule and administer monthly construction progress meetings throughout progress of Work.
2. Make physical arrangements, prepare agenda and distribute with notice of each meeting to participants and to Engineer, 4 days in advance of meeting date.
3. Preside at meetings, record meetings and distribute copies (2 to Engineer) within 2 days to participants, and entities affected by decisions at the meetings.
4. If Contractor does not preside, record, and distribute meeting notes, Engineer will do so at Engineer's standard hourly rate submitted to Owner. An equivalent amount will be deleted from Contract by Work Change Directive.

B. Attendees:
1. Contractor, job superintendent, subcontractors and suppliers, other entity concerned with current progress or involved in planning, coordination or performance of future activities; Owner, Engineer, professional consultants as appropriate to agenda.
2. Attendees shall be familiar with Project and authorized to conclude matters relating to progress.

C. Agenda:
1. Items of significance that could affect progress, including topics for discussion as appropriate to current status of Project, minimally:
a. Approval of minutes of last meeting.
b. Review of Work progress.
c. Field observations, problems and decisions.
d. Identifications of problems which impede planned progress.
e. Review of submittal schedule and status of submittals.
f. Review of off-site fabrication and delivery schedules.
g. Maintenance of progress schedule.
h. Corrective measures to regain projected schedules.
i. Planned progress during succeeding Work period.
j. Coordination of projected progress.
k. Maintenance of quality and work standards.
l. Effect of proposed changes on progress schedule and coordination.
m. Other business relating to Work.

1.04 PREINSTALLATION CONFERENCES

A. When required in individual specification sections, or as requested by Contractor, convene a preinstallation conference at Site prior to commencing Work of the Section.

B. Attendees: Require attendance of entities directly affecting, or affected by, Work of the Section, including manufacturer's representative.
C. Notification: Notify Engineer 4 days in advance of meeting date.

D. Contractor Duties:
   1. Prepare agenda, preside at conference, record minutes, and distribute copies (2 to Engineer) within 2 days.
   2. If Contractor does not preside, record, and distribute meeting notes, Engineer will do so at Engineer's standard hourly rate submitted to Owner. An equivalent amount will be deleted from Contract by Work Change Directive.

E. Agenda:
   1. Review conditions of installation
   2. Review preparation and installation procedures
   3. Coordinate with related Work

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 01 33 00

SUBMITTALS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
1. Description of Requirements
2. Procedures
3. Submittal Preparation
4. Specific Submittal Requirements
5. Construction Progress Schedules
6. Manufacturer's Instructions
7. Schedule of Values
8. Tabulation of Subcontractors
9. Site Video
10. Warranties
11. Action on Submittals
12. Repetitive Review

B. Related Sections:
1. Section 01 11 00 - Summary of Work
2. Section 01 31 13 – Coordination
3. Section 01 77 00 – Closeout Procedures
4. Section 01 78 37 - Product Warranties
5. Individual Technical Sections

1.02 DESCRIPTION OF REQUIREMENTS

A. This section specifies procedural requirements for Progress Schedules, Shop Drawings, Product Data, Manufacturer's Instructions, samples, warranties and other miscellaneous Work-related submittals.

B. Work-Related Submittals:
1. Substitution or "Or Equal" Items:
   a. Includes material or equipment Contractor requests Engineer to accept, after Bids are received, as a substitute for items specified or described in Specifications by using name of a proprietary item or name of particular supplier.
2. Shop Drawings:
   a. Includes technical data and drawings specially prepared for this Project, including fabrication and installation drawings, diagrams, actual performance curves, data sheets, schedules, templates, patterns, reports, instructions, design mix formulas, measurements, and similar information not in standard printed form.
   b. Standard information prepared without specific reference to the Project is not considered a Shop Drawing.
3. Product Data:
   a. Includes standard printed information on manufactured products, and systems that has not been specially prepared for this Project, including manufacturer's product specifications and installation instructions, catalog cuts, standard wiring diagrams, printed performance curves, mill reports, and standard color charts.
4. Samples:
   a. Include both fabricated and manufactured physical examples of materials, products, and units of work, partial cuts of manufactured or fabricated work, swatches showing color, texture, and pattern, and units of work to be used for independent inspection and testing.

b. Mock-ups are special forms of samples which are too large or otherwise inconvenient for handling in manner specified for transmittal of sample submittals.

5. Miscellaneous Submittals:
   a. Work-related submittals that do not fit in the previous categories, such as guarantees, warranties, certifications, experience records, maintenance agreements, Operating and Maintenance Manuals, workmanship bonds, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, and similar information, devices, and materials applicable to the Work.

1.03 PROCEDURES

A. Deliver submittals to Engineer at address listed in Project Manual.

B. Transmit each item under Engineer-accepted form. Identify project, contractor, subcontractor, major supplier; identify pertinent drawing sheet and detail number, and specification section number, as appropriate. Identify deviations from Contract Documents. Provide space for Contractor and Engineer review stamps.

C. Submit for approval initial progress schedules, a preliminary schedule of shop drawings and samples submittals, and schedule of values, in duplicate, within 10 days after date of Owner-Contractor Agreement and in accordance with Article 2.07 of the General Conditions. After review by Engineer, revise and resubmit as required. Submit revised schedules with each Application for Payment, reflecting changes since previous submittal.

D. Comply with progress schedule for submittals related to work progress. Coordinate preparation and processing of submittals with performance of work. Coordinate each submittal with other submittals and related activities such as substitution requests, testing, purchasing, fabrication, delivery, and similar activities that require sequential activity. Coordinate submission of interrelated work so that one submittal will not be delayed by Engineer's need to review a related submittal. Engineer may withhold action on any submittal requiring coordination with other submittals until related submittals are forthcoming.

E. After Engineer review of submittal, revise and resubmit as required, identifying changes made since previous submittal.

F. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

1.04 SUBMITTAL PREPARATION

A. Stamp and sign each submittal certifying to review of submittal, verification of products, field measurements, field construction criteria, coordination of information within submittal with requirements of the Work and the Contract Documents, coordination with all trades, and verification that product will fit in space provided.

B. Transmittal Form: In the transmittal for forwarding each specific submittal to the Engineer include the following information as a minimum.
   1. Date of submittal and dates of previous submittals containing the same material.
   2. Project title and number.
   3. Submittal and transmittal number.
   4. Contract identification.
   5. Names of:
      a. Contractor
      b. Supplier
      c. Manufacturer
   6. Identification of equipment and material with equipment identification numbers, model numbers, and Specification section number.

7. Variations from Contract Documents and any limitations which may impact the Work.
8. Drawing sheet and detail number as appropriate.

C. Resubmittal Preparation:
   1. Comply with the requirements described in Submittal Preparation. In addition:
      a. Identify on transmittal form that submittal is a resubmission.
      b. Make any corrections or changes in submittals required by Engineer's notations on returned submittal.
      c. Respond to Engineer's notations:
         1) On the transmittal or on a separate page attached to Contractor's resubmission transmittal, answer or acknowledge in writing all notations or questions indicated by Engineer on Engineer's transmittal form returning review submission to Contractor
         2) Identify each response by question or notation number established by Engineer.
         3) If Contractor does not respond to each notation or question, resubmission will be returned without action by Engineer until Contractor provides a written response to all Engineer's notations or questions.
      d. Contractor initiated revisions or variations:
         1) On transmittal form identify variations or revisions from previously reviewed submittal, other than those called for by Engineer.
         2) Engineer's responsibility for variations or revisions is established in Article 9.06 of the General Conditions.

1.05 SPECIFIC SUBMITTAL REQUIREMENTS

A. Specific submittals required for individual elements of work are specified in the individual Specification sections. Except as otherwise indicated in Specification sections, comply with requirements specified herein for each indicated type of submittal.

B. Requests for Substitutions or "Or Equal"
   1. Submit with other scheduled submittals for the material or equipment allowing time for Engineer to evaluate the additional information required to be submitted.

C. Shop Drawings:
   1. Submit newly prepared information, with graphic information at accurate scale. Indicate name of manufacturer or supplier (firm name). Show dimensions and clearly note which are based on field measurement; identify materials and products which are included in the Work; identify revisions. Indicate compliance with standards and notation of coordination requirements with other work. Highlight, encircle or otherwise indicate variations from Contract Documents or previous submittals.
   2. Include on each drawing or page:
      a. Submittal date and revision dates.
      b. Project name, division number and descriptions.
      c. Detailed specifications section number and page number.
      d. Identification of equipment, product or material.
      e. Name of Contractor and Subcontractor.
      f. Name of Supplier and Manufacturer.
      g. Relation to adjacent structure or material.
      h. Field dimensions, clearly identified.
      i. Standards or Industry Specification references.
      j. Identification of deviations from the Contract Documents.
      k. Contractor's stamp, initialed or signed, dated and certifying to review of submittal, certification of field measurements and compliance with Contract.
      l. Physical location and location relative to other connected or attached material at which the equipment or materials are to be installed.
   3. Provide 8-inch by 3-inch blank space for Contractor and Engineer stamps.

4. Distribution:
   a. Do not proceed with installation of materials, products or systems until copy of applicable product data showing only approved information is in possession of installer.
   b. Maintain one set of product data (for each submittal) at Project site.
   c. Mark 5 additional copies with the date of approval and forward to Engineer for use in field and for Owner's records.
5. Shop Drawings will not be accepted for review by the Engineer until after they have been checked and approved by the Contractor as evidenced by his approval stamp and signature.
6. Submit the number of opaque reproductions, which Contractor requires, plus 3 copies that will be retained by Engineer.

D. Product Data:
   1. Preparation:
      a. Collect required data into single submittal for each element of work or system. Where product data has been printed to include information on several similar products, some of which are not required for use on Project or are not included in submittal, mark copies to clearly show such information is not applicable.
      b. Where product data must be specially prepared for required products, materials or systems, because standard printed data are not suitable for use, submit data as a Shop Drawing and not as product data.
      c. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work.
   2. Submittals:
      a. Submittal is for information and record, and to determine that products, materials, and systems comply with Contract Documents. Submittal is final when returned by Engineer marked "Reviewed" or "Furnish as Corrected".
      b. Submit the number of copies which Contractor requires plus 3 copies which will be retained by Engineer.
   3. Distribution:
      a. Do not proceed with installation of materials, products or systems until copy of applicable product data showing only approval information is in possession of installer.
      b. Maintain one set of product data (for each submittal) at Project site, available for reference by Engineer and others.
      c. Mark 5 additional copies with the date of approval and forward to the Engineer for use in field and for Owner records.

E. Samples:
   1. Preparation:
      a. Where possible, provide samples that are physically identical with proposed materials or products to be incorporated into the Work. Where variations in color, pattern or texture are inherent in material or product represented by sample, submit multiple units (not less than 3 units) showing approximate limits of variations.
      b. Provide full set of optional samples where Engineer's selection is required. Prepare samples to match Engineer's selection where so indicated.
      c. Include information with each sample to show generic description, source or product name and manufacturer, limitations and compliance with standards.
      d. Submit samples for Engineer's visual review of general generic kind, color, pattern, texture, and for final check of coordination of these characteristics with other related elements of work.
   2. Submittals:
      a. At Contractor's option, and depending upon nature of anticipated response from Engineer, initial submittal of samples may be either preliminary or final submittal.
      b. A preliminary submittal, consisting of a single set of samples, is required where specifications indicate Engineer's selection of color, pattern, texture or similar characteristics from manufacturer's range of standard choices is necessary. Preliminary submittals will be reviewed and returned with Engineer's "Action" marking.
      c. Final Submittals: Submit 3 sets of samples in final submittal, 1 set will be returned.

3. Distribution:
   a. Maintain returned final set of samples at Project site, in suitable condition and available for quality control comparisons throughout course of performing work.
   b. Returned samples intended or permitted to be incorporated in the Work are indicated in Specification sections and shall be in undamaged condition at time of use.

F. Mock-ups:
   1. Mock-ups and similar samples specified in Specification sections are recognized as special type of samples. Comply with samples submittal requirements to greatest extent possible. Process transmittal forms to provide record of activity.

G. Miscellaneous Submittals:
   1. Inspection and Test Reports:
      a. Classify each inspection and test report as being either "Shop Drawings" or "product data", depending on whether report is specially prepared for Project or standard publication of workmanship control testing at point of production. Process inspection and test reports accordingly.
   2. Guarantees, Warranties, Maintenance Agreements, and Workmanship Bonds:
      a. Refer to Specification sections for specific requirements. Submittal is final when returned by Engineer marked "Reviewed" or "Furnish as Corrected".
      b. In addition to copies desired for Contractor's use, furnish 2 executed copies. Provide 2 additional copies where required for maintenance data.
   3. Survey Data:
      a. Refer to Specification sections for specific requirements on property surveys, building or structure condition surveys, field measurements, quantitative records of actual Work, damage surveys, photographs, and similar data required by Specification sections. Copies will not be returned.
         1) Survey Copies: Furnish 2 copies. Provide 10 copies of final property survey (if any)
         2) Condition Surveys: Furnish 2 copies.
   4. Certifications:
      a. Refer to Specification sections for specific requirement on submittal of certifications. Submit 7 copies. Certifications are submitted for review of conformance with specified requirements and information. Submittal is final when returned by Engineer marked "Reviewed".
   5. Closeout Submittals:
      a. Refer to Specification sections and Section 01 77 00 – Closeout Procedures for specific requirements on submittal of closeout information, materials, tools, and similar items.
         1) Record Documents.
         2) Materials and Tools: Spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be submitted.
         3) Operating and maintenance data.

1.06 CONSTRUCTION PROGRESS SCHEDULE

A. Prepare and submit to Engineer for review, preliminary Construction Progress Schedule in accordance with Paragraph 2.05.A of the General Conditions.

B. Submit horizontal bar chart with separate bar for each major trade or operation, identifying first workday of each week.

C. Show complete sequence of construction by activity or operation. Indicated the activities that define the critical path of work to complete the project.

D. Show projected percentage of completion for each item as of first day of each month.

E. Delays and Recovery:
   1. If, at any time during Project, Contractor fails to complete activity by its latest scheduled completion date, Contractor shall, within 3 working days, submit to Engineer written statement as to how and when Work force will be reorganized to return Contract to current construction schedule.
   2. When it becomes apparent from progress evaluation and updated schedule data that milestone completion or Contract completion dates will not be met, Contractor shall take some or all of the following actions:
      a. Increase construction staffing in such quantities and crafts as shall substantially eliminate backlog of Work.
      b. Increase number of working hours per shift, shifts per Work day, Work days per week, or amount of construction equipment, or combination of foregoing sufficient to substantially eliminate backlog of Work.
      c. Reschedule Work items to achieve concurrency of accomplishment.
   3. Addition of equipment or construction forces, increasing working hours or other method, manner or procedure to return to current Construction Progress Schedule will not be considered justification for amending Contract Documents or treated as acceleration.

F. Submittals:
   1. For initial submittal of Construction Progress Schedule and subsequent revisions thereof, submit 8 copies of schedule to Engineer. Failure to submit schedule on timely basis shall be considered cause for withholding progress payments otherwise due under this Contract.

1.07 MANUFACTURER'S INSTRUCTIONS

A. When required in individual specification section, submit manufacturer's printed instructions for delivery, storage, assembly, installation start-up, adjusting, finishing, in quantities specified for product data.

1.08 TABULATION OF SUBCONTRACTORS

A. Submit a list of subcontractors who will provide work on the project.

B. The submitted list shall include:
   1. Name of Subcontractor.
   2. Address.
   3. Type of work to be provided.
   4. Contact Person.

1.09 SITE VIDEO

A. Provide pre-construction video recording (VHS format) of site and piping route.

B. Videotape to be labeled with date, name of project and location.

C. Video to be of professional quality. Taped under the direction of the Contactor and the Engineer.

D. Project Record videos to be taken of specific subjects as directed by the Engineer.

E. Provide second (final) video of project after acceptance as directed by the Engineer.

1.10 WARRANTIES

A. Submit all product warranties in accordance with Section 01 78 37.

1.11 ACTION ON SUBMITTALS

A. Engineer's Action:
   1. General:
      a. Except for submittals for record or similar purposes, where action and return on submittals are required or requested, Engineer will review each submittal, mark with appropriate action, and return. Where submittal must be held for coordination, Engineer will also advise Contractor without delay.
      b. Engineer will stamp each submittal with uniform, self-explanatory action stamp, appropriately marked with submittal action.

B. Action Stamp:
   1. Reviewed:
      a. Final Release: Where submittals are marked "Reviewed", Work covered by submittal may proceed PROVIDED IT COMPLIES WITH THE CONTRACT DOCUMENTS. Acceptance of work will depend upon that compliance. Review does not extend to quantities, dimensions, fabrication process, construction means or methods, coordination of work or safety procedures. Comments or corrections made do not relieve Contractor from compliance with the Contract Documents.
   2. Furnished as Corrected:
      a. When submittals are marked "Furnished as Corrected", Work covered by submittal may proceed PROVIDED IT COMPLIES WITH BOTH ENGINEER'S NOTATIONS OR CORRECTIONS ON SUBMITTAL AND WITH CONTRACT DOCUMENTS. Acceptance of Work will depend on that compliance. Resubmittal is not required.
   3. Revise and Resubmit:
      a. When submittals are marked "Revise and Resubmit" do not proceed with Work covered by submittal. Do not permit Work covered by submittal to be used at Project site or elsewhere where Work is in progress.
      b. Revise submittal or prepare new submittal in accordance with Engineer's notations in accordance with Paragraph 1.04C of this section. Resubmit submittal without delay. Repeat if necessary to obtain different action marking.
   4. Rejected
      a. When submittals are marked "Rejected" do not proceed with Work covered by submittal. Do not permit Work covered by submittal to be used at Project site or elsewhere where Work is in progress.
      b. Revise submittal or prepare new submittal in accordance with Engineer's notations in accordance with Paragraph 1.04C of this section. Resubmit submittal without delay. Repeat if necessary to obtain different action marking.

1.12 REPETITIVE REVIEW

A. Cost of Subsequent Reviews: Shop Drawings and Operation and Maintenance Manuals submitted for each item will be reviewed no more than twice at the Owner's expense. All subsequent reviews will be performed at times convenient to the Engineer and at the Contractor's expense based upon the Engineer's then prevailing rates including all direct and indirect costs and fees. Reimburse the Owner for all such fees invoiced to the Owner by the Engineer.

B. Time Extension: Any need for more than one resubmission, or any other delay in Engineer's review of submittals, will not entitle Contractor to extension of the Contract Time.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Administrative and procedural requirements governing:
      a. Products.
      b. Delivery, storage, and handling.

1.02 PRODUCT DEFINITIONS

A. Products: Unless indicated otherwise, the term "products" represents new material, machinery, components, equipment, fixtures, and systems forming the Work.
   1. Does not include machinery and equipment used for preparation, fabrication, conveying or erection of the Work.

B. Named Products: Items identified by manufacturer's product name, including make or model designation, indicated in the manufacturer's published product literature, that is current as of the date of the Contract Documents.

C. Materials: Products that are substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed as part of the Work.

D. Equipment: A product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

1.03 PRODUCT QUALITY ASSURANCE

A. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.

B. Limited Quantities:
   1. When specified products are available only from sources that do not or cannot produce a quantity adequate to complete project requirements in a timely manner, consult with the Engineer for a determination of the most important product qualities before proceeding.
   2. Qualities may include attributes relating to:
      a. Visual appearance.
      b. Strength.
      c. Durability.
      d. Compatibility.
   3. When a determination has been made, select products from sources that possess these qualities to the fullest extent possible.

1.04 PRODUCT REQUIREMENTS

A. Minimum Requirements: Comply with specifications and referenced standards.

B. Product Provision: Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.

C. Components: Items required to be supplied in quantity within a specification section shall be the same and shall be interchangeable.

D. Compatibility of Options: When the Contractor is given the option of selecting between 2 or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

E. Existing Products: Do not use materials and equipment removed from existing premises, except as specifically required or permitted by Contract Documents.

F. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's nameplates or trademarks on exposed surfaces of products that will be exposed to view in occupied spaces or on the exterior.
   1. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on an accessible surface that is not conspicuous.
   2. Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power-operated equipment.
      a. Locate on an easily accessible surface that is inconspicuous in occupied spaces.
      b. Provide the following information and other essential operating data on nameplate:
         1) Name of product and manufacturer.
         2) Model and serial number.
         3) Capacity.
         4) Speed.
         5) Ratings.

1.05 DELIVERY, STORAGE AND HANDLING

A. General Requirements:
   1. Deliver, store and handle products in accordance with the manufacturer's recommendations.
   2. Schedule and coordinate the delivery of materials to ensure personnel and equipment will be available at the site.
   3. Sequence deliveries to avoid delays but minimize on-site storage.
   4. Prevent damage, deterioration, soiling, and loss, including theft.
   5. Repair or replace damaged materials at no additional cost to the Owner.

B. Packing and Shipping: Deliver products to the jobsite in manufacturer's sealed containers bearing the manufacturer's name and brand, and appropriate UL labels for fire hazard and fire resistance classification.

C. Acceptance at Site:
   1. Promptly inspect shipments to ensure that:
      a. Products comply with requirements.
      b. Quantities are correct.
      c. Products are undamaged.
   2. Replace damaged or defective materials.

D. Storage and Protection:
   1. Store with manufacturer's seals and labels intact and legible.
   2. Store sensitive products in weather-tight, climate-controlled enclosures.
   3. Cover products subject to deterioration with impervious sheet covering, providing ventilation to avoid condensation.
   4. For exterior storage of fabricated products, place on sloped supports, above ground.
   5. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
   6. Provide off-site storage and protection when site does not permit on-site storage or protection.

7. Protect stored materials from damage by adjacent work, falling debris, or equipment.
8. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under required conditions.

1.06 PRODUCT SELECTION

A. Product selection is governed by the Contract Documents, and governing regulations by previous project experience.

B. Proprietary Specification Requirements: Where only a single product or manufacturer is named, provide the product indicated. No substitutions will be permitted.

C. Semi-Proprietary Specification Requirements:
   1. Where 2 or more products or manufacturers are named, provide 1 of the products indicated. No substitutions will be permitted.
      a. Where products or manufacturers are specified by name, accompanied by the term "or equal," or "or approved equal" comply with Section 01 25 13 or other Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
      b. Contractors and suppliers will be expected to provide the specified product unless prior approval is received from the Engineer's office in sufficient time to notify bidders through addendum.

D. Descriptive Specification Requirements: Where specifications described a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with contract requirements.

E. Performance Specification Requirements: Where specifications require compliance with performance requirements, provide products that comply with these requirements, and are recommended by the manufacturer for the application indicated.
   1. Manufacturer's recommendations may be contained in published product literature, or by the manufacturer's certification of performance.
   2. General overall performance of a product is implied where the product is specified for a specific application.

F. Compliance with Standards, Codes and Regulations: Where the specifications only require compliance with an imposed code, standard or regulation, select a product that complies with applicable standards, codes and regulations.

G. Visual Matching: Where specifications require matching an established sample, the Engineer's decision will be final on whether a proposed product matches satisfactorily.
   1. Where no product available within the specified category matches satisfactorily but complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product, or for noncompliance with specified requirements.

H. Visual Selection: Where specified product requirements include the phrase *"...as selected from manufacturer's standard colors, patterns, textures..."* or a similar phrase, select a product and manufacturer that comply with other specified requirements. The Engineer will select the color, pattern and texture from the product line selected.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 CLEANING AND PROTECTION

A. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. Administrative and procedural requirements for contract closeout, including:
   1. Submittals.
   2. Inspection procedures.
   3. Warranties.
   4. Record document submittals.
   5. Final cleaning.

B. Related Sections:
   1. Specific requirements for individual units of work are included in appropriate technical sections

1.02 SUBSTANTIAL COMPLETION

A. Complete the following before requesting Engineer's inspection for certification of Substantial Completion for each phase of work. List items that are incomplete in request.
   1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
   2. Obtain, submit releases enabling Owner unrestricted use of the Work and access to services and utilities.
   3. Regulatory requirements:
      a. Where required, obtain occupancy permits, operating certificates, similar releases.
   4. Bonding and insurance:
      a. Consent of Surety to Reduction in or Partial Release of Retainage.
      b. Advise Owner of pending insurance change-over-requirements.

B. Inspection Procedures:
   1. When prerequisites are complete, submit request in writing to Engineer stating that all requirements are satisfied, and requesting inspection.
   2. Upon receipt of Contractor's request for inspection, Engineer and Construction Manager will either proceed with inspection or advise Contractor of unfilled prerequisites.
   3. Following initial inspection, Engineer will either prepare Certificate of Substantial Completion, or advise Contractor of work which must be performed before certificate will be issued. Engineer will repeat inspection when requested and when assured that work has been substantially completed.
   4. Results of completed inspection will form the basis of requirements for Final Acceptance.

1.03 FINAL ACCEPTANCE

A. Before requesting final inspection for determining date of Final Completion, complete the following:
   1. Submittals:
      a. Lien Waivers (from all subcontractors and suppliers).
      b. Certificate of Substantial Completion (AIA G704) - 3 copies.
      c. Contractor's Affidavit of Payment of Debts and Claims (AIA G706).
      d. Contractor's Affidavit of Release of Liens (AIA G706A).
      e. Consent of Surety (if Performance Bond provided).
         1) To Partial Release of Retainage (AIA G707A).
         2) To Final Payment (AIA G707).
      f. Assurance that unsettled claims will be settled.
      g. Proof that fees and similar obligations have been paid.
      h. Evidence of final, continuing insurance coverage complying with insurance requirements.

i. Certified copy of Engineer's final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and has been endorsed and dated by Engineer.

2. Miscellaneous Record Submittals:
   a. Refer to other sections of specifications for requirements of miscellaneous record keeping and submittals in connection with actual performance of work.
   b. Complete miscellaneous records, place in good order, properly identified and bound or filed, ready for continued use and reference.
3. Records:
   a. Test/adjust/balance records.
   b. Startup performance reports.

B. Record Drawings: Submit to Engineer a set of record prints marked to show "as-built" conditions for work of contract.

C. Final Payment Request:
   1. Include certificates of insurance for products and completed operations where required.
   2. Updated final statement, accounting for final additional changes to Contract Sum.
   3. Final liquidated damages settlement statement, acceptable to Owner.

D. Re-inspection Procedure:
   1. Engineer will re-inspect work upon receipt of notice that work, including punch list items resulting from earlier inspections, has been completed, except for items whose completion has been delayed because of circumstances that are acceptable to Engineer.
   2. Engineer will either prepare a certificate of final acceptance or will advise Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
   3. If necessary, re-inspection procedure will be repeated.

END OF SECTION

SECTION 98 00 00

SPECIAL PROVISIONS

SECTION 98 101

STANDARD SPECIFICATIONS

The following specifications shall be used by all persons, firms or corporations in the performance of work conducted within the corporate limits of the Town of Munster.

The current Indiana Department of Transportation Standard Specifications, along with the Town of Munster Infrastructure Specifications, shall apply on this contract except as noted in these Special Provisions.

Steel and iron products shall comply with Indiana Department of Transportation, Build America Buy America standard specifications.

SECTION 98 110

MOBILIZATION AND DEMOBILIZATION

This work shall be in accordance with Section 105.03 and Section 110 except as modified herein.

Basis of Payment
This work will be paid for at the contract lump sum price for MOBILIZATION AND DEMOBILIZATION.

Pay Item	Pay Unit Symbol
MOBILIZATION AND DEMOBILIZATION	LSUM

SECTION 98 604

SIDEWALKS AND CURB RAMPS

This work shall be in accordance with Section 105.03 and Section 604 except as modified herein.

A concrete mix design shall be submitted to the Engineer for approval at least 3 days before concrete placement begins.

ADA detectable warning plates for curb ramps shall be provided from an INDOT approved manufacturer. The plates shall be EJ Duralast Detectable Warning Plats or approved equal. The plates shall be cast iron powder coated color SAFETY YELLOW. Cost of detectable warnings shall be included in the cost of curb ramps, and NOT paid for separately.

Curb ramps shall be constructed to meet all current applicable INDOT standards and the standards of the United States Access Board.

Compacted aggregate base per INDOT specifications shall be considered incidental to the contract unit price for sidewalk and curb ramps.

The cost of all in kind restoration associated with removal and replacement or construction of sidewalk and curb ramps shall be considered incidental and included in the unit price cost of CURB RAMPS, CONCRETE and SIDEWALK, CONCRETE, REMOVE & REPLACE.

Sidewalks at drives shall be 6-inches thick and reinforced with 6"x6" 10-gage welded wire reinforcing per the plan detail, or fiber reinforced concrete as approved by the Owner/Engineer, and shall be considered incidental to the cost of sidewalk.

Basis of Payment
This work will be paid for at the contract unit price per square yard for CURB RAMPS, CONCRETE, and SIDEWALK, CONCRETE, REMOVE & REPLACE. These items are provided as an UNDISTRIBUTED QUANTITY and shall be used at the discretion of the Engineer or Owner.

Pay Item	Pay Unit Symbol
SIDEWALK, CONCRETE, CURB RAMPS, REMOVE & REPLACE	SYS
SIDEWALK, CONCRETE, 5 IN, REMOVE & REPLACE	SYS
SIDEWALK, CONCRETE, 7 IN, REMOVE & REPLACE (AT DRIVES)	SYS

SECTION 98 610

APPROACHES

This work shall be in accordance with Section 105.03 and Section 610 except as modified herein.

A concrete mix design shall be submitted to the Engineer for approval at least 3 days before concrete placement begins. A Job Mix Formula shall be submitted for approval by the Owner or Owner's Representative at least 3 days before paving operations begin.

Removal of driveway approaches due to curb and gutter installation shall be considered incidental to the replacement of same driveway approach.

Subgrade treatment per INDOT specifications shall be considered incidental to the contract unit price of driveway approach.

Restoration associated with installation of driveway approaches shall be considered incidental to the contract unit price of items listed below. Restoration shall be topsoil with seed and blanket.

Basis of Payment
This work will be paid for at the contract unit price per square yard for PCCP FOR APPROACHES 6 IN, REMOVE & REPLACE and per ton for HMA FOR APPROACHES, REMOVE & REPLACE. These items are provided as an UNDISTRIBUTED QUANTITY and shall be used only at the discretion of the Engineer or Owner.

Pay Item	Pay Unit Symbol
PCCP FOR APPROACHES, 6 IN., REMOVE & REPLACE	SYS
HMA FOR APPROACHES, REMOVE & REPLACE	TON

SECTION 98 621

SEEDING AND SODDING

This work shall be in accordance with Section 105.03 and Section 621 and except as modified herein.

All turf restoration work shall be incidental and included in the cost of the associated pay items that require restoration. All restoration shall be completed by means **of hydraulic mulch seeding** and meet INDOT standard specifications.

SECTION 98 999

ADDITIONAL WORK

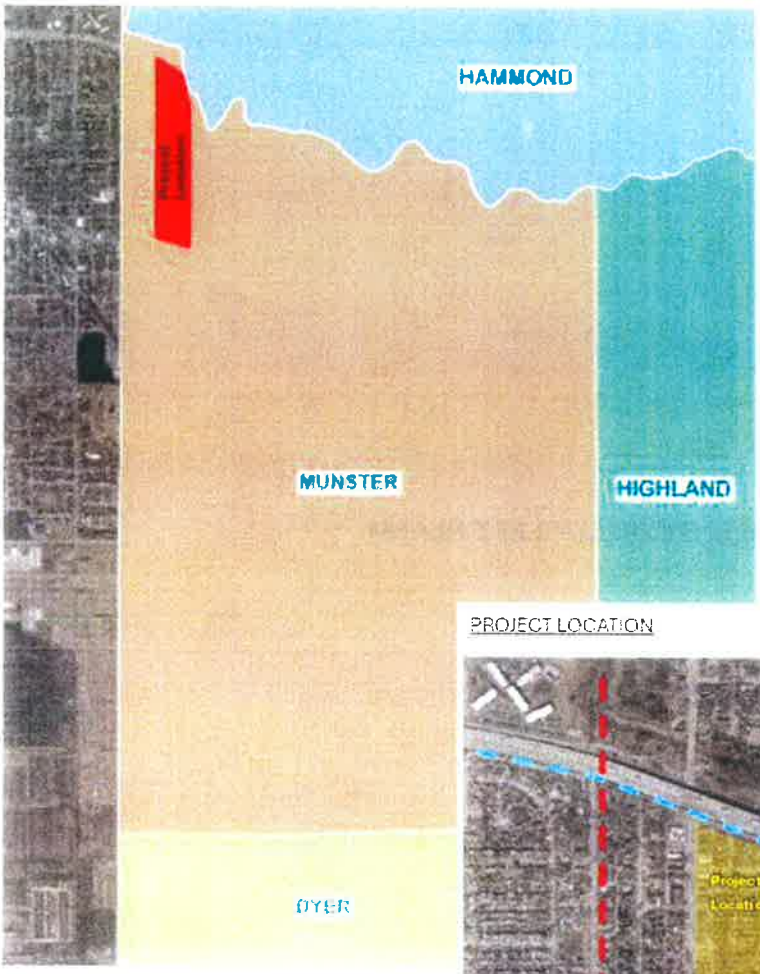
Additional work included in the contract documents or plans, but not included explicitly in the items listed in Section 98 101 through Section 98 621 of this document, shall be considered incidental to the project and will be paid for as part of other items. For additional work determined by the OWNER to be outside the scope of this project, the CONTRACTOR shall request a change order to the contract.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT A

CDBG Project Location



PROJECT LOCATION



SILVE-6 OP ID: KR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/17/26

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

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

PRODUCER 847-367-2633 AssuredPartners - Vernon Hills 977 Lakeview Parkway, Ste 105 Vernon Hills, IL 60061 Paul Chason	CONTACT NAME: Brian Davis PHONE (A/C, No, Ext): 847-367-2633 FAX (A/C, No): 847-367-2636 E-MAIL ADDRESS:
INSURED Silvestri Paving Company Davis Concrete Construction Co 11244 W. Manhattan-Monee Rd. Monee, IL 60449	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Selective Insurance — 19259 INSURER B : Palomar Excess and Surplus — 16754 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU Cov Incl GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		S 2320421	02/15/2026	02/15/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			S 2320421	02/15/2026	02/15/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			S 2320421	02/15/2026	02/15/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC 9135459	02/15/2026	02/15/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Pollution Liabilit			ENP0002747-08	10/01/2025	10/01/2026	Pollution	1,000,000

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

CERTIFICATE HOLDER

Town of Munster
1005 Ridge Road
Munster, IN 46321

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Certificate of Qualification

ISSUED BY

Indiana Department of Transportation

INDIANAPOLIS, IN

April 13, 2026

TO

DAVIS CONCRETE CONSTRUCTION COMPANY MONEE, IL

who has filed with the Department a Contractor's Statement of Experience and Financial Condition as required under Indiana Code 8-23-10, is hereby qualified to bid at any Department of Transportation letting in Classes of Work and within the amount and other limitation of each classification as listed below, for such period as the uncompleted work on hand from all sources does not exceed the Aggregate amount. Classification references by name or symbol are in accordance with the definitions in the Contractor's Statement of Experience and Financial Condition. This certificate supersedes any certificate previously issued, but is subject to revision or revocation according to the law, if and when changes in the financial condition of the contracting firm or other facts justify such revision or revocation.

Valid March 30, 2026 Thru April 30, 2027

Aggregate Bidding Capacity:	15,489,000.00
C(B) LIGHT GRADING	$5,000,000.00
E(E) SMALL STRUCTURES AND DRAINAGE ITEMS	$5,000,000.00
E(F) SURFACE MASONRY AND MISCELLANEOUS CONCRETE	$15,489,000.00
E(J) LANDSCAPING	$5,000,000.00

Matthew Sutton

PREQUALIFICATION ENGINEER

Lindsay Leist

COMMISSIONER

DOCUMENT 00 01 20

BIDDERS CHECKLIST

X 1. Three (3) copies of the Bid Package must be submitted, bound and tabbed in a sealed plain envelope or package, with Bidder's Full Legal Name, Project Name and Bid Date placed on the face of the package.

x 2. This Bidders Procedure Checklist for Construction Services must be completed, signed and submitted as the first page of the Bid Package. The Bid Package must be bound and submitted to the Town of Munster in the following order:

a. Signed and dated Bidders Checklist (Section 00 01 20).
b. Completed and executed Indiana Form No. 96 (Section 00 44 15) and Bid Form (Section 00 41 00), including all related statements and attachments.
c. Required Bid security in the form of a Bid Bond or Certified Check.

X 3. The Indiana Form No. 96 (Section 00 44 15) must be read and completed in its entirety, signed and notarized as appropriate, and include all requested attachments.

x 4. All Bids must be submitted before such time as stated in the Advertisement for Bids (Section 00 11 13) for receipt of Bids.

X 5. Each Bidder must submit a completed and signed Bid Form (Section 00 41 00).

X 6. Each Bidder must submit a signed and notarized E-Verify Affidavit (Section 00 45 38).

x 7. Each Bidder must submit a completed List of Proposed Subcontractors and Material Suppliers (Section 00 43 36) and List of Proposed Suppliers (Section 00 43 37).

X 8. Bid prices should exclude all Federal, State, and Local taxes from which the Town of Munster is exempted.

X 9. Each Bid must be accompanied with a Certified Check or Bid Bond for not less than 10 percent of the total base bid amount.

Matthew Gariup — Signature — July 17, 2026 — Date

Treasurer

Gariup Construction Co., Inc.

Company Name

END OF SECTION

The Bid is to be submitted on photocopies of this Bid Form and the attachments provided.

DOCUMENT 00 41 00

BID FORM

Total Amount of Bid $ 347,500.00

Contractor's Name Gariup Construction Co., Inc.

Telephone (219) 887-5233 (ext. 121)

PROJECT IDENTIFICATION: 2026 Sidewalk Replacement

BIDS TO BE OPENED: July 17, 2026 at 10 AM at Town of Munster Town Hall

TABLE OF ARTICLES

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder's Acknowledgements	1
Article 3 – Bidder's Representations	2
Article 4 – Bidder's Certification	2
Article 5 – Basis of Bid	3
Article 6 – Time of Completion	3
Article 7 – Attachments To This Bid	3
Article 8 – Defined Terms	3
Article 9 – Bid Submittal	4

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: **Town of Munster**
1005 Ridge Road
Munster, IN 46321

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
None	

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied 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. Bidder has considered 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 any 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. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID

Use 00 41 00 Bid Items form provided.

Unit Prices have been computed in accordance with Paragraph 13.03 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security.

B. List of Proposed Subcontractors.

C. List of Proposed Suppliers.

D. Indiana State Form 96

E. Properly executed and notarized E-Verify Affidavit.

F. Evidence of authority to conduct business as corporation in Indiana

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

A Corporation

Corporation Name: Gariup Construction Co., Inc. (SEAL)

State of Incorporation: Indiana

Type (General Business, Professional, Service, Limited Liability): General Contractor

By: _____

(Signature - attach evidence of authority to sign)

Name (typed or printed): Matthew Gariup

Title: Treasurer

(CORPORATE SEAL)

Attest: Jamie Tancos

Jamie Tancos *(Signature of Corporate Secretary)*

Date of Qualification to do business in Indiana is 02/05/1959.

(State Where Project is Located)

9.02 Contact Information

Bidder's Business Address: 3965 Harrison Street (46408),

P.O. Box 64879, Gary, IN 46401-0879

Phone: 219-887-5233 ext. 121 Facsimile: 219-981-3679 E-mail: matthew.gariup@gariup.com

Submitted on July 17, 2026.

State Contractor License No. _____. (If applicable)

END OF SECTION

BASIS OF BID TOWN OF MUNSTER
2026 SIDEWALK REPLACEMENT
ITEMIZED PRPOSAL

Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	MOBILIZATION AND DEMOBILIZATION	LSUM	1.00	$ 39,305.00	$ 39,305.00
2	SIDEWALK, CONCRETE, 5 IN, REMOVE & REPLACE	SYS	2,331	$ 125.00	$ 291,375.00
3	SIDEWALK, CONCRETE, 7 IN, REMOVE & REPLACE (AT DRIVES)	SYS	34	$ 200.00	$ 6,800.00
4	SIDEWALK, CONCRETE, CURB RAMPS, REMOVE & REPLACE	SYS	16.7	$ 600.00	$ 10,020.00
	TOTAL				**$ 347,500.00**

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)*: July 17, 2026

1. Governmental Unit (Owner): Town of Munster
2. County : Lake
3. Bidder (Firm): Gariup Construction Co., Inc.
   Address: 3965 Harrison Street (46408) P.O. Box 64879
   City/State/ZIPcode: Gary, IN 46401-0879
4. Telephone Number: 219-887-5233
5. Agent of Bidder *(if applicable)*:

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of the Town of Munster (Governmental Unit) in accordance with plans and specifications prepared by SEH _____ and dated June, 2026 for the sum of See Attached Bid Form $_____

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: _____

Bidder (Firm) Gariup Construction Co., Inc.

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
3,880,000.00	Institutional	2025	Valparaiso Health Center Emergency Valparaiso, IN
2,167,500.00	Heavy	2025	Portage Evergreen Park Renovation Portage, IN
8,786,500.00	Institutional	2025	Lowell HS New Sports Complex Lowell, IN
5,367,500.00	Heavy	2025	Jasper-Pulaski Shooting Range Wheatfield, IN

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

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
3,189,500.00	Institutional	2026	Porter County Jail Renovations Valparaiso, IN
8,249,015.00	Institutional	2026	Westville Prison 03D Concrete Westville, IN
1,218,200.00	Institutional	2026	Whiting Public Library Renovation Whiting, IN
3,797,500.00	Heavy	2026	Marquette Trail - Calumet Trail Reroute Chesterton, IN

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

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

Community Hospital	Munster, IN	Mr. Dave Otte
The Skillman Corporation	Merrillville, IN	Mr. Scott Cherry
Gary / Chicago Airport Authority	Gary, IN	Mr. Daniel Vicari
Short Elliott Hendrickson, Inc.	Munster, IN	Mr. Glenn Peterson
Ozinga	Mokena, IL	Mr. David Dobson

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.)*

Gariup will mobilize the project with an adequate number of crewmen and an array of qualified suppliers and subs to insure successful completion of the project in the allotted time frame.

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.

Gariup typically subcontracts work such as painting, flooring, glazing, HVAC, plumbing and electrical work. Complete list can be supplied at owner's request upon notification of ward or intent to award.

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.

Gariup typically does not require bonds from these parties if they are reputable and their bid amount is competitive with other bids received. Sublist to be submitted within time stated in specifications.

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.

Most of the equipment for this project will be utilized from our extensive inventory of well-maintained equipment.

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 Gary, IN this 17th day of July, 2026

Gariup Construction Co., Inc.
(Name of Organization)

By _____

Matthew Gariup, Treasurer
(Title of Person Signing)

GARIUP CONSTRUCTION CO., INC. CORPORATE SEAL GARY, IN

ACKNOWLEDGEMENT

STATE OF INDIANA)
) ss
COUNTY OF LAKE)

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

Subscribed and sworn to before me this 17th day of July, 2026.

Sunday Quinn
Notary Public

SUNDAY QUINN NOTARY SEAL PUBLIC Newton County STATE OF INDIANA My Comm. Exp. 02/27/2032 My Comm. #NP 0754882

My Commission Expires: February 27, 2032

County of Residence: Newton

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

BID OF

Gariup Construction Co., Inc.

(Contractor)

3965 Harrison Street (46408) P.O. Box 64879

(Address)

Gary, IN 46401-0879

FOR

PUBLIC WORKS PROJECTS

OF

2026 Sidewalk Replacement

Town of Munster, Lake County, IN

Filed _____, _____

Action taken _____

General Form No. 96-a.
Prescribed by the State Board of Accounts of Indiana. Revised 1949.

Standard Questionnaires and Financial Statement for Bidders

Prescribed by

THE STATE BOARD OF ACCOUNTS OF INDIANA

For use in investigating and determining the qualifications of bidders on public construction when the aggregate cost of any such work or improvement will be Five Thousand Dollars or more.

These statements to be submitted under oath by each bidder with and as a part of his bid, as provided by Chapter 306, page 1248, Acts of 1947

Submitted to Town of Munster

By Gariup Construction Co., Inc. { A Corporation / A Co-partnership / An Individual }

Address 3965 Harrison St. P.O. Box 64879

Gary, IN 46401-0879

Date submitted July 17, ~~19~~ 2026

Filed

Sec. 2 of an Act entitled "AN ACT concerning the awarding of contracts for the performance of public work and authorizing the board of accounts to prescribe certain forms to be used in ascertaining the responsibility of contractors who submit bids for the performance of such work, providing for plans and specifications, providing for bids repealing certain laws and declaring an emergency." (Approved March 13, 1947.)

Sec. 2. Whenever the aggregate costs of any work or improvement will be five thousand dollars ($5,000.00) or more, for the purpose of enabling such board, commission, trustee, officer or agent to ascertain and determine which of the bidders submitting bids for the performance of any such public work is, in the judgment of such board, commission, trustee, officer or agent, the lowest and/or best bidder and to exercise intelligently the discretion hereby conferred on such board, commission, trustee, officer or agent each bidder shall be required to submit under oath with and as a part of his bid a statement of his experience, his proposed plan for performing such work and the equipment which he has available for the performance of such work and a financial statement. The statements hereby required shall be submitted on forms which shall be prescribed by the state board of accounts. The forms so prescribed shall be designated, respectively, as the experience questionnaire, the plan and equipment questionnaire and the contractor's financial statement, and shall be based, so far as applicable, on the standard questionnaires and financial statement for bidders as approved and recommended by the joint conference on construction practices, for use in investigating the qualifications of bidders on public construction work, and the forms so prescribed are hereby prescribed as the forms which shall hereafter be used by all such boards, commissions, trustees, officers and agents in obtaining the information which is required in the administration of this act. If the information submitted by any bidder on the forms herein prescribed is found, on examination, to be unsatisfactory, the bid submitted by such bidder shall not be considered. (Burns Statutes 1933, Sec. 53-109) Sec. 2, Chapter 306, Acts of 1947.

TO THE BIDDER—

The following forms of questionnaires and financial statement are prescribed by the State Board of Accounts in conformity with the statute set out on the preceding page.

These forms, properly filled out and attested, must accompany each bid of five thousand dollars or more on any public work.

The forms are designed to cover all contracts for all kinds of work and the bidder is required to answer such questions as are pertinent to the work upon which he is bidding. The purpose of the questionnaire and financial statement, as set forth in the law, is to enable the awarding body to determine the qualifications of the bidder to carry out successfully the contract if the same is awarded to him.

The bidder will find it to his advantage to answer fully all questions coming within the range of the work upon which he is bidding. Particular attention should be given the "Financial Statement" and the details relative to the assets and liabilities set out. This form is made in extensive detail so that the bidder may explain his assets and liabilities in proper sequence and in a uniform manner.

KENNETH R. BEESLEY,
State Examiner

Submitted by Gariup Construction Co., Inc.

☒ A Corporation
☐ A Co-partnership
☐ An Individual

Principal Office at 3965 Harrison St. Gary, IN 46408

To

EXPERIENCE QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor under your present business name? 67

2. How many years experience in General construction work has your organization had: (a) As a general contractor 67 (b) As a sub-contractor 67

3. What projects has your organization completed?

CONTRACT AMT.	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER
3,880,000.00	Institutional	2025	Valparaiso Health Center Emergency Valparaiso, IN
8,786,500.00	Institutional	2025	Lowell HS New Sports Complex Lowell, IN
5,367,500.00	Heavy	2025	Jasper-Pulaski Shooting Range Wheatfield, IN
2,167,500.00	Heavy	2025	Portage Evergreen Park Renovations Portage, IN

3-A. What projects has your organization now in process of construction?

CONTRACT AMT.	CLASS OF WORK	WHEN TO BE COMPLETED	NAME AND ADDRESS OF OWNER
3,189,500.00	Institutional	2026	Porter County Jail Renovations Valparaiso, IN
8,249,015.00	Institutional	2026	Westville Prison 03D Concrete Westville, IN
1,218,200.00	Institutional	2026	Whiting Public Library Renovation Whiting, IN
3,797,500.00	Heavy	2026	Marquette Trail - Calumet Trail Reroute Chesterton, IN

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

5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? No If so, state name of individual, other organization and reason therefor

6 Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? No If so, state name of individual, name of owner and reason therefor

7. In what other lines of business are you financially interested? None

8. **For what corporations or individuals have you performed work, and to whom do you refer?**

Community Hospital	Munster, IN	Mr. Dave Otte
Carmelite Home	East Chicago, IN	Ms. Dee Young
18th Street Brewery	Hammond, IN	Mr. Drew Fox
One Source	Griffith, IN	Dr. Frank Messana
Cargill Bioindustrial	Chicago, IL	Mr. David Adam

9. **For what cities have you performed work and to whom do you refer?**

Town of Chesterton, IN	Town Engineer	Mr. Mark O'Dell, P.E.
City of East Chicago, IN	Port Authority Member	Mr. Milton Reed
City of Hamond, IN	Mayor	Mr. Thomas McDermott
Town of Munster	Chief Building Inspector	Mr. Chuck Collins
City of Valparaiso, IN	Mayor	Mr. John Costas
City of Portage, IN	Mayor	Ms. Sue Lynch

10. **For what counties have you performed work and to whom do you refer?**

Lake County, IN	Lake County Board of Commissioners	Mr. Kyle Allen
Porter County, IN	Porter County Commissioners	Mr. Jeff Good

11. **For what State bureaus or departments have you performed work and to whom do you refer?**

State of Indiana Department of Natural Resources	Mr. Dale Gick
State of Indiana Department of Transportation	Mr. Chris Serak

12. **Have you ever performed any work for the U. S. Government?** Yes

If so, when and to whom do you refer? 2021 Indiana Dunes National Park Boardwalk Replacement - Mr. Craig Bryant

13. **What is the construction experience of the principal individuals of your organization?**

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Alex M. Gariup	President/CEO	39	Mgmt. Asst./Field Supt.	Full
Matthew Gariup	Treasurer/CFO	37	Mgmt. Asst./Field Supt.	Full
Jamie Tancos	Director of Accounting	21	Controller/Corporate Secretary	Full
Darren Demaree	Sr. Project Manager	33	Senior Project Manager	Full
Scott Hubbard	Sr. Project Manager	32	Senior Project Manager	Full
Eric Robinson	General Field Supt.	31	General Field Superintendent	Full
Peter Blachut	Senior Estimator	34	Senior Estimator	Full
Josh Crandall	Estimator	18	Estimator	Full

PLAN AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. **In what manner have you inspected this proposed work? Explain in detail.**

   Analyzed plans, specifications and examined jobsite_. Utilize modern Preconstruction bid solicitation software to invite subcontractors and suppliers to pride pricing . Summarize internal estimates and external pricing and formulate a final bid amount.

2. **Explain your plan or layout for performing the proposed work.**

   We propose to perform as much of the work as economically possible with our own forces, in a manner consistent with good construction practices, scheduling, etc. to be finalized after award of contract.

3. **The work, if awarded to you, will have the personal supervision of whom?**

   One of our experienced Superintendents.

*4. **Do you intend to do the hauling on the proposed work with your own forces?**
If so, give amount and type of equipment to be used. As required

*5. **If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility.** Gariup shall self-perform any hauling on the project.

* **Items 4, 5, 6 and 7 may not be applicable in all building contracts; if not, omit.**

*6. **Do you intend to do the grading on the proposed work with your own forces?** Yes

If so, give type of equipment to be used Grading work is commonly completed with the use of excavators, bulldozers and vibrating compaction equipment.

*7. **If you intend to sublet the grading or perform it through an agent, state amount of sub-contract or agent's contract, and, if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility**

8. **Do you intend to sublet any other portions of the work?** Yes **If so, state amount of sub-contract, and, if known, the name and address of the sub-contractor, amount, and type of his equipment and financial responsibility** Gariup typically subcontracts work such as painting, flooring, glazing, HVAC, plumbing and electrical work.

9. **From which sub-contractors or agents do you expect to require a bond?**

Gariup typically does not require bonds from these parties if they are reputable and their bid amount is competitive with other bids received.

10. **What equipment do you own that is available for the proposed work?**

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	CONDITION	YEARS OF SERVICE	PRESENT LOCATION
	ALL EQUIPMENT IS LISTED AND/OR EXPLAINED ON PAGE 12, ITEM #11				

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST
		NONE, unless some equipment would be required on this contract. Any additional equipment necessary would also be rented with optional purchase rights.	

12. How and when will you pay for the equipment to be purchased? Cash on date of purchase.

13. Do you propose to rent any equipment for this work? ..... If so, state type, quantity and reasons for renting. We will rent any equipment required to complete the project in an expeditious manner as soon as progress requires same.

14. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give names of dealers or manufacturers Yes

Dated at Gary, IN this 17th day of July 19 2026

Gariup Construction Co., Inc.
(Name of Organization)

By _____

Matthew Gariup, Treasurer
(Title of Person Signing)

GARIUP CONSTRUCTION CO., INC. CORPORATE SEAL GARY, IN

STATE OF INDIANA
COUNTY OF LAKE } ss:

Matthew Gariup being duly sworn, deposes and says that he is Treasurer of the above Gariup Construction Co., Inc.
(Name of Organization)

and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 17th day of July 19 2026

_____
Sunday Quinn, Notary Public
County, State of INDIANA

SUNDAY QUINN NOTARY PUBLIC STATE OF INDIANA My Commission Expires 02/27/2032 Commission # NP0754882

My Commission expires February 27, 2032
County of Residence: Newton

Contractor's Financial Statement

Submitted by Gariup Construction Co., Inc. ☒ A Corporation ☐ A Co-partnership ☐ An Individual

with principal office at 3965 Harrison St. (46408) P.O. Box 64879, Gary, IN 46401-0879

To Town of Munster

Condition at close of business December 31, 2025

	Dollars	Cts.
ASSETS		
1. **Cash:** (a) On hand $ 12,998, (b) In bank $ 7,116,735, (c) Elsewhere $	7,129,733	
2. **Notes receivable** (a) Due within 90 days		
(b) Due after 90 days		
(c) Past due		
3. **Accounts receivable from completed contracts, exclusive of claims not approved for payment**	4,314,803	
4. **Sums earned on uncompleted contracts as shown by engineer's or architect's estimate**		
(a) Amount receivable after deducting retainage	3,441,315	
(b) Retainage to date, due upon completion of contracts	136,580	
5. **Accounts receivable from sources other than construction contracts**		
6. **Deposits for bids or other guarantees:** (a) Recoverable within 90 days		
(b) Recoverable after 90 days		
7. **Interest accrued on loans, securities, etc.**	27,463	
8. **Real estate:** (a) Used for business purposes	26,479	
(b) Not used for business purposes		
9. **Stocks and bonds:** (a) *Listed*—present market value	11,401,682	
(b) *Unlisted*—present value	14,940	
10. **Materials in stock not included in Item 4** (a) For uncompleted contracts (present value)	35,000	
(b) Other materials (present value)		
11. **Equipment,** book value	1,196,889	
12. **Furniture and fixtures,** book value	53,588	
13. **Other assets**	72,289	
Total assets	29,684,975	
LIABILITIES		
1. **Notes payable:** (a) To banks regular		
(b) To banks for certified checks		
(c) To others for equipment obligations		
(d) To others exclusive of equipment obligations	6,194,371	
2. **Accounts payable:** (a) Not past due		
(b) Past due		
3. **Real estate encumbrances**	6,960,328	
4. **Other liabilities**		
5. **Reserves**		
6. **Capital stock paid up:** (a) Common	445,800	
(b) Common		
(c) Preferred		
(d) Preferred		
7. **Surplus** (net worth)	16,084,476	
Total liabilities	29,684,975	
CONTINGENT LIABILITIES		
1. **Liability on notes receivable, discounted or sold**		
2. **Liability on accounts receivable, pledged, assigned or sold**		
3. **Liability as bondsman**		
4. **Liability as guarantor on contracts or on accounts of others**		
5. **Other contingent liabilities**		
Total contingent liabilities		

DETAILS RELATIVE TO ASSETS

1 Cash

(a) on hand $ 12,998

(b) deposited in banks named below 7,116,735

(c) elsewhere—(state where)

NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT
JP Morgan Chase Bank	Merrillville, IN	Gariup Construction Co., Inc.	5,374,712
First Merchants Bank	Merrillville, IN	Gariup Construction Co., Inc.	497,894
Fidelity Investments	Cincinatti, OH	Gariup Construction Co., Inc.	937,591
William Blair Investments	Chicago, IL	Gariup Construction Co., Inc.	306,538

2 * Notes receivable

(a) due within 90 days $

(b) due after 90 days

(c) past due

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT

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

3 * Accounts receivable from completed contracts exclusive of claims not approved for payment $ 4,314,803

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE
Schedule Attached			

Have any ot the above been assigned, sold, or pledged? No If so, state amount, to whom, and reason

4 * Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate:

(a) Amount receivable after deducting retainage $ 3,441,315

(b) Retainage to date due upon completion of contract 1,365,850

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EXCLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	
Schedule Attached						

Have any of the above been sold, assigned, or pledged? No If so, state amount, to whom, and reason

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

Gariup Construction Co., Inc.
Contractor's Financial Statement
Schedule 3 Accounts Receivable Completed Contracts

Customer Name	Nature of Contract	Contract	Completed Contract Amount Due
City of Hammond Board of Public Works	Improvements	6,381,078	38,862
Circle R Mechanical, Inc.	Renovation	5,087	2,496
Duneland School Corporation	Renovation	11,709,619	16,000
Accomplished Mechanical Inc.	Maintenance	7,700	7,700
Crown Point Community School	Renovation	6,778,152	168,856
Lake County Commissioners	Renovation	893,004	37,245
Performance Services, Inc.	Renovation	959,235	98,965
Performance Services, Inc.	Renovation	622,147	62,215
Northern Indiana Commuter	Improvements	689,253	144,325
Indiana Department of Transportation	Improvements	1,850,228	38,751
Tri-Creek School Corporation	Renovation	9,117,543	256,386
Build Westville	Building	2,485,099	227,328
Indiana Department of Admin.	Building	8,918,977	526,356
Porter Co. Education Services	Renovation	1,429,983	83,029
City of Valparaiso	Improvements	2,364,132	567,298
Performance Services, Inc.	Renovation	503,906	50,391
Hobart Presbyterian Church	Improvements	84,850	20,680
Merrillville Community School	Maintenance	432,265	17,827
School Town of Munster	Renovation	2,181,800	109,090
School City of Whiting	Improvements	2,417,140	142,863
Lake County Commissioners	Improvements	149,884	29,481
School City of Whiting	Improvements	153,066	82,556
Community Foundation of NWIN	Renovation	3,874,058	522,878
Powers Health Medical Group	Maintenance	135,616	38,290
Powers Health Medical Group	Maintenance	6,665	6,399
Powers Health Medical Group	Maintenance	150,894	48,715
Powers Health Medical Group	Maintenance	89,860	11,580
Powers Health Medical Group	Maintenance	159,552	24,713
Powers Health Medical Group	Maintenance	57,109	26,421
Sargent Electric Company	Maintenance	106,766	17,189
City of Crown Point	Improvements	1,360,766	210,734
Community Healthcare System	Maintenance	35,739	16,205
EMCOR Hyre Electric Co.	Improvements	29,093	6,637
Ozinga Slag LLC	Maintenance	1,784,098	222,385
Indiana Dept of Transportation	Improvements	1,765,700	65,710
Bypass Partners, LLC.	Maintenance	47,761	13,736
F.E. Moran Inc	Maintenance	13,500	13,500
City of Laporte	Improvements	288,700	126,304
Arctic Engineering Co., Inc.	Maintenance	6,068	6,068
F.E. Moran Inc	Maintenance	81,365	16,273
Quality Control Systems Inc	Improvements	2,952	2,952
Gary International Airport	Renovation	3,663,700	14,252
Lake County Commissioners	Improvements	396,500	3,197
Gary Sanitary District	Improvements	261,000	91,195
Lake County Drainage Board	Improvements	647,500	46,739
Tri Electronics Inc.	Improvements	27,564	26,186
Calumet Breweries	Maintenance	4,384	4,384
Griffith Methodist Church	Renovation	445,500	3,461
Totals		**75,576,558**	**4,314,803**

Gariup Construction Co., Inc.
Contractor's Financial Statement
Schedule 4 Accounts Receivable Uncompleted Contracts

Designation of Contract and For Whom Performed	Amount of Contract	Amount Billed	Amount Received	Retainage	Amount Due Exclusive of Amount Retained
Gary Community School Corp.	1,438,551	852,646	672,544	42,632	137,470
Porter County Board of	9,041,115	8,135,220	7,053,527	406,761	674,932
Indiana Department of Admin.	1,277,531	1,252,651	1,110,982	37,580	104,089
Tri-Creek School Corporation	9,592,902	5,004,800	4,286,152	250,240	468,408
Gary International Airport	2,007,492	1,618,307	1,322,043	161,831	134,433
Indiana Department of Admin.	639,500	338,950	318,613	20,337	0
Porter County Board of Commissioners	3,229,500	1,949,694	1,577,189	97,485	275,020
Griffith Public Schools	590,000	571,049	429,613	57,105	84,331
Griffith Public Schools	897,500	254,780	0	25,478	229,302
Whiting Public Library	1,231,994	1,021,049	415,985	102,105	502,959
Hard Rock Casino Northern IN	4,087,500	1,893,410	1,530,820	94,671	267,919
Indiana Dunes Tourism	876,500	829,500	478,923	41,475	309,102
City of Hobart	327,500	281,500	0	28,150	253,350
Totals	**35,237,585**	**24,003,556**	**19,196,391**	**1,365,850**	**3,441,315**

5 * **Accounts receivable not from construction contracts** $

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	WHEN DUE	AMOUNT

What amount, if any, is past due $

6 **Deposits with bids or otherwise as guarantees** $

DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE	AMOUNT

7 **Interest accrued on loans, securities, etc.** $ 27,463

ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT
Retainage Escrow Accounts	Various	23,348
William Blair Investments	3/31/26	4,115

8 **Real estate book value** (a) **Used for business purposes** $ 26,479

(b) **Not used for business purposes**

	DESCRIPTION OF PROPERTY	IMPROVEMENTS: NATURE OF IMPROVEMENTS	IMPROVEMENTS: BOOK VALUE	TOTAL BOOK VALUE
1	Building Improvements			26,479
2				
3				
4				
5				
6				
7				

	LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBRANCES
1	Gary, IN	Gariup Construction Co., Inc.		
2				
3				
4				
5				
6				
7				

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

9 **Stocks and bonds:** (a) Listed—present market value ..... $ 11,401,682
(b) Unlisted—present value 1,494

	DESCRIPTION	ISSUING COMPANY	LAST INT. OR DIV. PAID DATE	LAST INT. OR DIV. PAID %	PAR VALUE	PRESENT MARKET VALUE	QUANTITY	AMOUNT
1	See Attached	Fidelity Investments						8,303,936
2	See Attached	William Blair Investments						3,097,746
3	Silver Bars						411 oz	1,494
4								
5								
6								
7								

	WHO HAS POSSESSION	IF ANY ARE PLEDGED OR IN ESCROW, STATE FOR WHOM AND REASON	AMOUNT PLEDGED OR IN ESCROW
1			
2			
3			
4			
5			
6			
7			

10 **Materials in stock and not included in Item 4, Assets:**
(a) For use on uncompleted contracts (present value) ..... $ 3,500
(b) Other materials (present value) .....

DESCRIPTION OF MATERIAL	QUANTITY	PRESENT VALUE FOR UNCOMPLETED CONTRACTS	PRESENT VALUE OTHER MATERIALS

11* **Equipment at book value** ..... $ 1,196,889

QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS	AGE OF ITEMS	PURCHASE PRICE	DEPRECIATION CHARGED OFF	BOOK VALUE

Are there any liens against the above? No **If so, state total amount** ..... $

* If two or more items are lumped above, give the sum of their ages.

Gariup Construction Co., Inc.
Contractor's Financial Statement
Schedule 9 - Investments

ISSUING COMPANY	DESCRIPTION	QUANTITY	Present Market Value		Book Value	
			UNIT	AMOUNT	UNIT	AMOUNT
Govt Portfolio Cl I	Mutual Funds	3,534,171	$ 1.00	$ 3,534,171.00	$ 1.00	$ 3,534,171.00
Treasury Portfolio Cl I	Mutual Funds	3,533,945	1.00	3,533,945	1.00	3,533,945
Invesco QQQ Trust	Equity ETP	200	614.31	122,862	503.86	100,771
Schwab US Dividend Equity	Equity ETP	3,000	27.43	82,290	27.30	81,885
Vaneck ETF Trust Semiconductor	Equity ETP	1,400	360.13	504,182	101.99	142,785
Vanguard S&P 500 Value Index	Equity ETP	325	204.85	66,576	152.89	49,689
Vanguard Mid-Cap Index Fund	Equity ETP	500	290.22	145,110	205.19	102,594
Vanguard Large-Cap Index Fund	Equity ETP	1,000	314.80	314,800	174.92	174,919
Total Fidelity Investments		**7,074,541**		**$ 8,303,936**		**$ 7,720,759**
Blackstone Secured Lending Fund	Stocks	15,525	24.87	386,114	25.09	389,468
United States Treasury/Agency Securities	Bonds	200,000	1.01	202,344	0.99	197,469
United States Treasury/Agency Securities	Bonds	200,000	1.01	202,290	0.99	198,367
United States Treasury/Agency Securities	Bonds	200,000	1.00	199,376	0.98	196,047
Nuveen Preferred Sec & Income Fund Cl I	Mutual Funds	27,858	16.28	453,532	15.19	423,288
Pimco Income Fund Institutional Fund	Mutual Funds	30,026	10.99	329,986	10.60	318,394
Regan Total Return Income Fund	Mutual Funds	46,062	9.55	439,891	9.33	429,830
Alerian MLP ETF	Equity ETP	9,550	47.02	449,019	45.97	438,988
Vanguard Intermediate Term Bond Index	Equity ETP	5,588	77.88	435,194	74.39	415,705
Total William Blair Investments		**734,609**		**$ 3,097,746**		**$ 3,007,556**
Totals		**7,809,150**		**$ 11,401,682**		**$ 10,728,315**

DETAILS RELATIVE TO ASSETS (Continued)

12 **Furniture and fixtures at book value** $ 53,588

13 **Other assets** $ 722,189

DESCRIPTION	AMOUNT
Contract Asset - Cost in Excess of Billings	211,630
Cash Surrender Value - Officer's Life Insurance	387,592
Prepaid Expenses & Misc. Other Assets	122,957

TOTAL ASSETS $ 29,684,975

DETAILS RELATIVE TO LIABILITIES

1 **Notes payable**
(a) To banks, regular $
(b) To banks for certified checks
(c) To others for equipment obligations
(d) To others exclusive of equipment obligations

TO WHOM: NAME AND ADDRESS	WHAT SECURITY	WHEN DUE	AMOUNT

2 **Accounts payable**
(a) Not past due $ 6,194,371
(b) Past due

TO WHOM: NAME AND ADDRESS	FOR WHAT	DATE PAYABLE	AMOUNT
List Available Upon Request			

3 **Real estate encumbrances** (See Item 8, Assets) $

4 **Other liabilities** $ 6,960,328

DESCRIPTION	AMOUNT
Billings in Excess of Cost	1,209,560
Deferred Income Tax	426,886
Payroll Withholdings - 438,979 Accrued Expenses - 4,884,903	5,323,882

5 **Reserves** $

INTEREST	INSURANCE	BLDGS. & FIXT.	PLANT DEPR.	TAXES	BAD DEBTS		
$	$	$	$	$	$	$	$

6 **Capital stock paid up**
(a) Common $ 445,800
(b) Preferred

7 **Surplus** $ 16,084,476

TOTAL LIABILITIES $ 29,684,975

If a corporation answer this:

Amount for which incorporated $500,000

Capital paid in cash $ 250,000

When incorporated February 5, 1959

In what state Indiana

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

Alex M. Gariup, President

Matthew Gariup, Treasurer

Jamie Tancos, Secretary

Do you have necessary "certificate of authority" to transact corporate business in this state, under the terms of Chapter 215, Acts of 1929, and acts amendatory thereto?

If a co-partnership answer this:

Date of organization

State whether co-partnership is general, limited or association

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
		$
		$
		$
		$
		$
		$
		$
		$

The name of the partnership firm under which the above partners are operating is _____

_____

Give names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

_____

_____

_____

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submittor a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

Gariup Construction Co., Inc.

NOTE: A co-partnership must give firm name and signatures of all partners. A corporation must give full corporate name, signature of official and affix corporate seal.

SEAL

Matthew Gariup, Treasurer

Affidavit for Individual

STATE OF _____ } ss:
COUNTY OF _____ }

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 19___

_____
(Applicant must sign here)

_____
Notary Public

Affidavit for Co-Partnership

STATE OF _____ } ss:
COUNTY OF _____ }

_____ being duly sworn, deposes and says that he is a member of the firm of _____; that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 19___

_____
(Member of firm must sign here)

_____
Notary Public

Affidavit for Corporation

STATE OF INDIANA } ss:
COUNTY OF LAKE }

Matthew Gariup being duly sworn, deposes and says that he is Treasurer of the Gariup Construction Co., Inc., the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

17th day of July 2026

Sunday Quinn
Notary Public

SEAL

Matthew Gariup, Treasurer
(Officer must sign here)

Sunday Quinn
My Commission Expires: February 27, 2032
County of Residence: Newton County

DOCUMENT 00 45 38

E-VERIFY AFFIDAVIT

As required by Indiana Code 22-5-1.7-11 for certain contracts executed after June 20, 2011, the Contractor entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. Contractor shall affirm, prior to entering into its contract with the Owner, that the Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program, and submit a properly notarized E-Verify Affidavit to the Owner, which shall affirm the Contractor does not knowingly employ an unauthorized alien. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

(Contractor): Gariup Construction Co., Inc.

By (Written Signature): _____

(Printed Name): Matthew Gariup

(Title): Treasurer

GARIUP CONSTRUCTION CO., INC. CORPORATE SEAL GARY, IN

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana)
) SS:
COUNTY OF Lake)

Subscribed and sworn to before me this 17th day of July , 2026

(Signed) _____

(Printed) Sunday Quinn

My commission expires: February 27, 2032

Resident of Newton County

SUNDAY QUINN My Comm. Exp. 02/27/2032 Comm. #NP0754882 NOTARY SEAL PUBLIC Newton County STATE OF INDIANA

END OF SECTION

DOCUMENT 00 43 36

LIST OF PROPOSED SUBCONTRACTORS AND MATERIAL SUPPLIERS

I Matthew Gariup, Representing Gariup Construction Co., Inc.
(Owner, Agent, etc.) (Firm)

List the following Subcontractors and Material Suppliers to be used:

2026 Sidewalk Replacement
Town of Munster, Indiana

1. SUBCONTRACTORS

NAME	ADDRESS	PHONE	WORK TO BE PERFORMED

2. MATERIAL SUPPLIERS

NAME	ADDRESS	PHONE	MATERIAL/EQUIPMENT TO BE SUPPLIED
Ozinga	400 Blaine St. Gary, IN 46406	219-240-6772	Concrete Supplier

Prompt notification will be made to the Department of Public Works should there be any changes, additions or deletions; a "Change Order" Form must be processed.

Gariup Construction Co., Inc.
(Contractor)

July 17, 2026
(Date)

END OF SECTION

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Gariup Construction Co., Inc.
3965 Harrison Street
Gary, IN 46408

SURETY:
(Name, legal status and principal place of business) Continental Casualty Company
151 N. Franklin Street
Chicago, IL 60606

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

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

OWNER:
(Name, legal status and address)
Town of Munster
1005 Ridge Road
Munster, IN 46321

BOND AMOUNT: Ten percent of the accompanying bid, including all accepted alternates (10%)

PROJECT:
(Name, location or address, and Project number, if any)
2026 Sidewalk Replacement

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

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

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

Signed and sealed this 17th day of July 2026

GARIUP CONSTRUCTION CO., INC. CORPORATE SEAL GARY, IN

Gariup Construction Co., Inc. (Seal)
(Principal)

(Witness)

(Title) Matthew Gariup, Treasurer

Continental Casualty Company (Seal)
(Surety)

(Witness)

(Title) Elexis Brooke Richards
Attorney-in-Fact

Init.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.
061110

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, Cynthia L Jenkins, Cindy H Stellhorn, Brenda Johnston, Kimberly E Kinkead, Michael J Marsella, Anthony Robert Baumgartner, Elexis Brooke Richards, Emily Daughhetee, Marcia L Woldahl, 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-Laws and Resolutions, printed below, 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 15th day of January, 2026.

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

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of January, 2026, before me personally came Larry Kasten 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

December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, 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-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 17th day of July . 2026

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

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

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 each of the above CNA Companies 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 Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

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 each of the above Companies 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."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

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

GARIUP
CONSTRUCTION CO.

TO WHOM IT MAY CONCERN:

This is to certify that the bearer of this letter is Matthew Gariup, and the undersigned further certifies that said Matthew Gariup is duly authorized by the Directors of Gariup Construction Co., Inc. to sign and execute all contracts and other obligations, for and on behalf of said Corporation without limitation.

This is to further certify that the undersigned is the duly elected and now serving as Secretary of said Corporation and, as such officer, has in her possession, the corporate records of said Corporation, including among said records, a resolution authorizing the said Matthew Gariup as above stated and that said resolution has not been superseded by any other rescinding resolution.

Dated this 17th day of July 2026.

GARIUP CONSTRUCTION CO., INC. CORPORATE SEAL GARY, IN

Jamie Tancos

Jamie Tancos, Secretary

An Equal Opportunity Employer

ORDINANCE 1990

AN ORDINANCE TO ESTABLISH RESPONSIBLE BIDDING PRACTICES AND SUBMISSION REQUIREMENTS FOR SUBMITTING BIDS TO PERFORM CONSTRUCTION WORK ON PUBLIC WORKS PROJECTS

WHEREAS, the Town Council of the Town of Munster is required by law to award capital improvement contracts to the "lowest responsive and responsible" bidder; and

WHEREAS, the Town Council of the Town of Munster, based upon its experience, has determined that quality workmanship, efficient operation, safety, and timely completion of projects require all bidders meet certain minimum requirements in order to be a "responsive and responsible" bidder; and

WHEREAS, applicable state law also requires that bidders meet certain minimum requirements in order to be a "responsive and responsible" bidder; and

WHEREAS, the Town Council of the Town of Munster seeks to enhance its ability to identify "responsive and responsible" bidders on all Town of Munster public works construction projects by institution of more comprehensive submission requirements which are in compliance with Indiana State law; and

WHEREAS, the "Responsible Bidding Practices and Submission Requirements" Ordinance will preserve administrative resources by ensuring that only qualified contractors and subcontractors are awarded contracts on public works construction projects; and

WHEREAS, the "Responsible Bidding Practices and Submission Requirements" Ordinance will assure efficient use of taxpayer dollars, will promote public safety and is in the public interest; and,

WHEREAS, the "Responsible Bidding Practices and Submission Requirements" Ordinance will help ensure that no contractor awarded work under this Ordinance or any subcontractor at any tier working on a project awarded pursuant to this ordinance engages in payroll fraud, including the misclassification of employees as independent contractors to avoid paying state, federal or local payroll taxes, workers compensation insurance, unemployment insurance premiums and failing to pay overtime and wages as required by law; now, therefore, be it

ORDAINED by the Munster Town Council, as follows:

SECTION ONE. This Ordinance No.1990, which is entitled "Responsible Bidding Practices and Submission Requirements for Submitting Bids to Perform Construction Work on Public Works Projects," is hereby enacted and shall read as follows:

I. BID SUBMISSION REQUIREMENTS

Contractors proposing to submit bids on any Town of Munster ("Town") project estimated to be at least two-hundred thousand dollars

($200,000.00) or more must, prior to the opening of bids, submit a statement made under oath and subject to perjury laws, on a form designated by the Town and must include:

(A) A copy of a print-out of the Indiana Secretary of State's on-line records for the bidder dated within sixty (60) days of the submission of said document showing that the bidder is in existence, current with the Indiana Secretary of State's Business Entity Reports, and eligible for a certificate of good standing. If the bidder is an individual, sole proprietor or partnership, this subsection shall not apply;

(B) A list identifying all former business names;

(C) Any determinations by a court or governmental agency for violations of federal, state, or local laws including, but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), or federal Davis-Bacon and related Acts;

(D) A statement on staffing capabilities, including labor sources;

(E) Evidence of participation in apprenticeship and training programs, applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization, and evidence that any applicable apprenticeship program has graduated at least five (5) apprentices in each of the past five (5) years for each of the construction crafts the bidder will perform on the project. Evidence of graduation rates are not required for apprenticeable crafts dedicated exclusively to the transportation of material and equipment to and from the public works project.

The required evidence includes but is not limited to a copy of all applicable apprenticeship standards and Apprenticeship Agreement(s) for any apprentice(s) who will perform work on the public works project; and documentation from each applicable apprenticeship program certifying that it has graduated at least five (5) apprentices in each of the past five (5) years for each construction craft the bidder will perform on the project. Additional evidence of participation and graduation requirements may be requested by the Town of Munster, at its discretion.

(F) A copy of a written plan for employee drug testing that: (i) covers all employees of the bidder who will perform work on the public works project; and (ii) meets, or exceeds, the requirements set forth in IC 4-13-18-5 or IC 4-13-18-6;

(G) The name and description of the management experience of each of the bidder's project managers and superintendents that bidder intends to assign to work on the project;

(H) Proof of any professional or trade license required by law for any trade or specialty area in which bidder is seeking a contract award; and disclosure of any suspension or revocation within the previous five years of any professional or trade license held by the company, or of any director, office or manager employed by the bidder;

(I) Evidence that the contractor is utilizing a surety company which is on the United States Department of Treasury's Listing of Approved Sureties;

(J) A written statement of any federal, state or local tax liens or tax delinquencies owed to any federal, state or local taxing body in the last five years;

(K) A statement that individuals who will perform work on the public work project on behalf of the bidder will be properly classified as either (i) an employee or (ii) an independent contractor, under all applicable state and federal laws and local ordinances; and

(L) A list of projects of similar size and scope of work that the bidder has performed in the State of Indiana within three (3) years prior to the date on which the bid is due.

(M) For contracts estimated to cost at least three hundred thousand dollars ($300,000), certification that the bidder and all subcontractors are qualified under IC 4-13.6-4 or IC 8-23-10.

(N) A written list that discloses the name, address, and type of work for each subcontractor the bidder intends to employ on any part of the public works project, including individuals performing work as independent contractors.

The Town reserves the right to demand supplemental information from the bidder, (additional) verification any of the information provided by the bidder, and may also conduct random inquiries of the bidder's current and prior customers.

II. POST-BID SUBMISSIONS FROM SUBCONTRACTORS

All bidders shall provide a written list that discloses the name, address, and type of work for each first-tier subcontractor from whom the bidder has accepted a bid and/or intends to hire on any part of the public work project, including individuals performing work as independent contractors, within five (5) business days after the date the bids are due.

In addition, each such first-tier subcontractor shall be required to adhere to the requirements of Paragraph I of this Ordinance as though it were bidding directly to the Town, except that first-tier subcontractors shall submit the required information (including the name, address, and type of

work for each of their first-tier subcontractors) to the successful bidder no later than five (5) business days after the subcontractor's first day of work on the public work project and the bidder shall then forward said information to the Town. Payment shall be withheld from any first-tier subcontractor who fails to timely submit said information until such information is submitted and approved by the Town Council of the Town of Munster.

Upon request, the Town may require any second and lower-tier subcontractors to provide the required information (including name, address, type of work on the project and the name of the higher-tier subcontractor). Payments shall be withheld from any second or lower-tiered contractor who fails to timely submit this information until this information is submitted and approved by the Town. Additionally, the Town may require the successful bidder and relevant subcontractor to remove the second or lower-tier subcontractor from the project and replace it with a responsive and responsible subcontractor.

Failure of a subcontractor to submit the required information shall not disqualify the successful bidder from performing work on the project and shall not constitute a contractual default and/or breach by the successful bidder. However, the Town may withhold all payments otherwise due for work performed by a subcontractor, until the subcontractor submits the required information and the Town approves such information. The Town may also require that successful bidder to remove the subcontractor from the project and replace it with a responsive and responsible subcontractor.

The disclosure of a subcontractor ("Disclosed Subcontractor") by a bidder or a subcontractor shall not create any rights in the Disclosed Subcontractor. Thus, a bidder and/or subcontractor may substitute another subcontractor ("Substitute Subcontractor") for a Disclosed Subcontractor by giving the Town written notice of the name, address, and type of work of the Substitute Subcontractor. The Substitute Subcontractor is subject to all of the obligations of a subcontractor under this Ordinance.

III. VALIDITY OF PRE-QUALIFICATION CLASSIFICATION

Upon designation by the Town that a contractor's or subcontractor's submission in anticipation of a bid is complete and timely, and upon any further consideration deemed necessary by the Town, the contractor or subcontractor may be pre-qualified for future Town public works projects. A contractor's classification as "qualified" shall exempt the contractor or sub-contractor from the comprehensive submission requirements contained herein for a period of twelve (12) months. Thereafter, contractors or subcontractors who are pre-qualified must submit a complete application for continuation of "pre-qualified" standing, on a form provided by the Town, (also referred to as the "short form") by December 31st for the upcoming calendar year. Failure by any pre-

qualified contractor or subcontractor to timely submit its complete application for continuation of "pre-qualified" standing shall result in automatic removal of the designation, effective January 1 of the upcoming year. However, the "removed" contractor or subcontractor shall still be permitted to bid on Town public works projects.

Any material changes to the contractor's status, at any time, must be reported in writing within ten (10) days of its occurrence to the Town. The pre-qualification designation is solely within the discretion of the Town and the Town specifically reserves the right to change or revoke the designation for a stated written reason(s).

Denial of pre-qualification shall be in writing and shall be forwarded to the contractor within seven (7) working days of such decision. Any contractor denied or losing pre-qualification status may request reconsideration of the decision by submitting such request in writing to the Town within five (5) business days of receipt of notice of denial.

IV. INCOMPLETE SUBMISSIONS BY BIDDERS

It is the sole responsibility of the potential bidder to comply with all submission requirements applicable to the bidder in Paragraph I above by no later than the public bid opening. Post-bid submissions must be submitted in accordance with Paragraph II above. Submissions deemed inadequate, incomplete, or untimely by the Town may result in the automatic disqualification of the bid.

V. RESPONSIVE AND RESPONSIBLE BIDDER DETERMINATION

The Town, after review of complete and timely submissions, shall, in its sole discretion, after taking into account all information in the submission requirements, determine whether a bidder is responsive and responsible. The Town specifically reserves the right to utilize all information provided in the contractor or subcontractor's submission or any information obtained by the Town through its own independent verification of the information provided by the contractor.

VI. CERTIFIED PAYROLL

For projects in which the cost is at least $250,000.00, the successful bidder and all subcontractors working on a public work project shall submit a certified payroll report utilizing the federal form now known as a WH-347 which must be prepared on a weekly basis and submitted to the Town within ten (10) calendar days after the end of each week in which the bidder or subcontractor performed its work on the public work project. These certified payroll reports shall identify the job title and craft of each employee on the project, e.g. journeyman electrician or apprentice electrician. In the event any contractor or subcontractor uses independent contractors to perform work on the project, such individual must be

identified on the WH-347 form with the same information as is required for employees.

The Town may withhold payment due for work performed by a bidder if the bidder fails to timely submit its certified payroll reports until such time as such certified payroll reports are submitted. The Town may also withhold payment due for work performed by a subcontractor if the subcontractor fails to timely submit its certified payroll reports until such time as such certified payroll reports are submitted. The Town shall not withhold payment to a bidder for work performed by the bidder or for work performed by subcontractors who have submitted their certified payroll reports, because one or more other subcontractors failed to timely submit their certified payroll reports.

VII. PUBLIC RECORDS

All information submitted by a bidder or a subcontractor pursuant to this Ordinance, including certified payrolls, are public records subject to review pursuant to the Indiana Access to Public Records law (IC 5-14-3).

VIII. PENALTIES FOR FALSE, DECEPTIVE, OR FRAUDULENT STATEMENTS/INFORMATION

Any bidder or subcontractor that willfully makes, or willfully causes to be made, a false, deceptive or fraudulent statement, or willfully submits false, deceptive or fraudulent information in connection with any submission made to the Town shall be disqualified from bidding on all Town projects for a period of three (3) years.

IX. Conflicting Ordinances

Any ordinance or provision of any ordinance in conflict with the provisions of this Ordinance is hereby repealed.

X. SEVERABILITY

If any provision of this Ordinance is found to be invalid, the remaining provisions of this Ordinance shall not be affected by such a determination. These other provisions of this Ordinance shall remain in full force and effect without the invalid provision.

SECTION TWO. It is hereby found and determined that all formal actions of the Town Council for the Town of Munster relating to the passage of this Ordinance were adopted in open meeting(s) of this Council and that all deliberations of this Council and its committees that resulted in such formal actions, were meetings open to the public, in compliance with all legal requirements and that the reading and adoption of this Ordinance complies with the Town Code, as amended.

SECTION THREE. This Ordinance shall be in full force and effect from and after the date of adoption by the Town Council of the Town of Munster.

ORDAINED AND ADOPTED by the Town Council of the Town of Munster, Indiana, on the 15th day of September, 2025, by a vote of 5 in favor and 0 opposed.

TOWN COUNCIL OF THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA

George Shinkan, President

ATTEST:

Wendy Mis, Clerk-Treasurer

State of Indiana
Office of the Secretary of State

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

I, DIEGO MORALES, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

GARIUP CONSTRUCTION CO INC

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on February 05, 1959, and was in existence or authorized to transact business in the State of Indiana on June 26, 2026.

I further certify this Domestic For-Profit Corporation has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution, or expiration has been filed or taken place. All fees, taxes, interest, and penalties owed to Indiana by the domestic or foreign entity and collected by the Secretary of State have been paid.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, June 26, 2026

Diego Morales

DIEGO MORALES
SECRETARY OF STATE

194285-063 / 20265150653
All certificates should be validated here: https://bsd.sos.in.gov/ValidateCertificate
Expires on July 26, 2026.

GARIUP
CONSTRUCTION

BRIEF COMPANY HISTORY

Alex A. Gariup started a construction partnership in 1928 under the name of Chiabai & Gariup Construction Company. Following this successful partnership, Alex then founded Superior Construction Company, which he co-owned for more than 30 years and which is still in operation today. Immediately following his amicable departure from this venture, Gariup Construction Co., Inc. was started.

From our principal offices and main storage yard in Gary and additional facilities in Valparaiso, we have completed countless projects that range up to the low eight figures in size. Alex M. Gariup and Matthew Gariup have maintained the pride and tradition set forth by their grandfather, Alex A. Gariup, and father, Michael A. Gariup -- and the company continues to grow.

Our work forces consist of capable and experienced estimators, project managers, support staff, superintendents and qualified union craftsmen, which include carpenters, cement finishers, laborers, bricklayers, ironworkers, operating engineers, mechanics and teamsters. They are complimented with a full line of specialized construction equipment to assure our competitive, productive position in the construction marketplace.

Institutional, industrial, commercial, governmental, civil, health services and rehabilitation work throughout Indiana and parts of Illinois, have been our specialties. Construction management, negotiated, design-build, GMP, turnkey and lump-sum contract projects have been completed by our company for a host of fine customers. Architects and engineers utilized in our design-build work have been engaged on an "as needed" and "scope of work" basis.

GARIUP
CONSTRUCTION

STATEMENT ON DETERMINATIONS FOR VIOLATIONS

Gariup Construction Co., Inc. does not have any pending actions or determinations by a court or governmental agency for violations of federal, state, or local laws including, but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), or federal Davis-Bacon and related Acts within the last five years.

GARIUP CONSTRUCTION

STAFFING CAPABILITIES

Our work forces consists of capable and experienced estimators, project managers, support staff, superintendents, and qualified union craftsmen which include carpenters, cement finishers, laborers, bricklayers, operating engineers, mechanics and teamsters. They are complemented with a full line of specialized construction equipment to assure our competitive, productive position in the construction marketplace.

GARIUP CONSTRUCTION

PARTICIPATION IN APPRENTICESHIP & TRAINING PROGRAMS

Gariup Construction Co., Inc. is a participant in apprenticeship and training programs that are both approved by and registered with the US Department of Labors Bureau of Apprenticeship and Training. Please see the attached list of affiliated, signatory unions.

GARIUP CONSTRUCTION

AFFILIATED UNIONS

NW INDIANA COUNCIL OF CARPENTERS UNION
Local 1005
780 Union Street
Hobart, Indiana 46342
219-942-0518
219-942-9725 Fax

BRICKLAYERS & ALLIED CRAFTSMEN UNION
Local 4
7985 Marshall Street
Merrillville, Indiana 46410
219-769-3655
219-769-3960 Fax

LABORERS UNION
Local 81
253 South Washington Street
Valparaiso, Indiana 46383
219-462-8165
219-465-7682 Fax

OPERATING ENGINEERS UNION
Local 150
2193 West 84th Place
Merrillville, Indiana 46410 219-736-7710
219-736-0054 Fax

TEAMSTERS UNION
Local 142
1300 Clark Road
Gary, Indiana 46404
219-949-1550
219-845-2252 Fax

PLASTERERS & CEMENT MASONS UNION
Local 406
610 East Main Street
Griffith, Indiana 46319
219-922-4655
219-922-3964 Fax

GARIUP
CONSTRUCTION

STATEMENT ON TAX LIENS/DELINQUENCIES

Gariup Construction Co., Inc. does not have any federal, state or local tax liens or tax delinquencies owed to any federal, state or local taxing body in the last five years.

Last Updated July 01, 2020

CITIZENS INSURANCE COMPANY OF AMERICA (NAIC #31534)
BUSINESS ADDRESS: 440 LINCOLN STREET, WORCESTER, MA 01653 - 0002. PHONE: (508) 853-7200. UNDERWRITING LIMITATION b/: $70,712,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, GA, HI, IL, IN, IA, KS, ME, MD, MA, MI, MN, MS, MO, MT, NE, NH, NJ, NM, NY, NC, ND, OH, OK, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI. INCORPORATED IN: Michigan.

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY (NAIC #34347)
BUSINESS ADDRESS: 1299 ZURICH WAY, 5TH FLOOR, SCHAUMBURG, IL 60196 - 1056. PHONE: (847) 605-6000. UNDERWRITING LIMITATION b/: $2,128,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Illinois.

COLONIAL SURETY COMPANY (NAIC #10758)
BUSINESS ADDRESS: 123 Tice Boulevard, Suite 250, Woodcliff Lake, NJ 07677. PHONE: (201) 573-8788. UNDERWRITING LIMITATION b/: $5,115,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Pennsylvania.

Continental Casualty Company (NAIC #20443)
BUSINESS ADDRESS: 151 N. Franklin St., CHICAGO, IL 60606. PHONE: (312) 822-5000. UNDERWRITING LIMITATION b/: $730,775,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Illinois.

CONTINENTAL HERITAGE INSURANCE COMPANY (NAIC #39551)
BUSINESS ADDRESS: 200 Park Avenue, Suite 400, Orange Village, OH 44122. PHONE: (800) 220-1439. UNDERWRITING LIMITATION b/: $2,698,000. SURETY LICENSES c,f/: AZ, CA, CO, DC, FL, GA, ID, IL, IN, IA, KY, LA, ME, MD, MI, MN, MS, NE, NV, NJ, ND, OH, PA, SC, SD, TN, TX, UT, VA, WA, WV, WY. INCORPORATED IN: Florida.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY.

INCORPORATED IN: Illinois.

CONTINENTAL HERITAGE INSURANCE COMPANY

(NAIC #39551)

BUSINESS ADDRESS: 200 PARK AVENUE, STE 400, ORANGE VILLAGE, OH 44122.

PHONE: (440) 995-1420.

UNDERWRITING LIMITATION b/: $2,540,000.

SURETY LICENSES c,f/: AZ, CA, CO, DC, FL, GA, ID, IL, IN, IA, KY, LA, ME, MD, MA, MI, MN, MS, NE, NV, NJ, NM, NY, ND, OH, PA, SD, TN, TX, UT, VA, WA, WV, WY.

INCORPORATED IN: Florida.

Continental Insurance Company (The)

(NAIC #35289)

BUSINESS ADDRESS: 151 N. Franklin Street, CHICAGO, IL 60606.

PHONE: (312) 822-5000.

UNDERWRITING LIMITATION b/: $184,310,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY.

INCORPORATED IN: Pennsylvania.

CONTRACTORS BONDING AND INSURANCE COMPANY

(NAIC #37206)

BUSINESS ADDRESS: 9025 N. Lindbergh Drive, Peoria, IL 61615.

PHONE: (309) 692-1000.

INCORPORATED IN: Michigan.

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

(NAIC #34347)

BUSINESS ADDRESS: 1299 ZURICH WAY, 5TH FLOOR, SCHAUMBURG, IL 60196 - 1056.

PHONE: (847) 605-6000.

UNDERWRITING LIMITATION b/: $1,762,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY.

INCORPORATED IN: Illinois.

COLONIAL SURETY COMPANY

(NAIC #10758)

BUSINESS ADDRESS: 123 Tice Boulevard, Suite 250, Woodcliff Lake, Nj 07677.

PHONE: (201) 573-8788.

UNDERWRITING LIMITATION b/: $6,275,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY.

INCORPORATED IN: Pennsylvania.

Continental Casualty Company

(NAIC #20443)

BUSINESS ADDRESS: 151 N. Franklin Street, CHICAGO, IL 60606.

PHONE: (312) 822-5000.

UNDERWRITING LIMITATION b/: $711,477,000

GARIUP
CONSTRUCTION

SURETY COMPANY

Gariup Construction has received bonding through CNA Surety since 1959. Attached is the excerpt from the Federal Bureau of the Fiscal Service Surety Bonds listing of Certified Companies showing Continental Casualty Company.

GARIUP CONSTRUCTION

TRADE LICENSES

Gariup Construction holds required contractor and business licenses in municipalities throughout Northwest Indiana.

Gariup Construction has not had any suspensions or revocations within the previous five years of any professional or trade licenses held by Gariup Construction, company officers, or managers employed by Gariup Construction.

GARIUP CONSTRUCTION

KEY PERSONNEL

Alex M. Gariup	President/CEO	38 Years Experience
Matthew Gariup	Treasurer/CFO	36 Years Experience
Jamie Tancos	Controller	21 Years Experience
Darren Demaree	Project Executive	31 Years Experience
Scott Hubbard	Project Executive	30 Years Experience
Andrew Gariup	Project Manager	7 Years Experience
Alex F. Gariup	Project Manager	9 Years Experience
Cale Summers	Assistant Project Manager	9 Years Experience
Luke Hubbard	Assistant Project Manager	2 Years Experience
Peter Blachut	Senior Estimator/Field Superintendent	33 Years Experience
Rob Sohacki	Estimator	22 Years Experience
Josh Crandall	Estimator	17 Years Experience
Rich Muha	Estimator	34 Years Experience
Eric Robinson	General Field Superintendent	30 Years Experience
Darin Metheny	Field Superintendent	27 Years Experience
John Winarski	Field Superintendent	22 Years Experience
Scott Hayhurst	Field Superintendent	22 Years Experience
Joe Kantowski	Field Superintendent	22 Years Experience
Jack Bonick	Field Superintendent	30 Years Experience
Chris Lewis	Field Superintendent	25 Years Experience
Bobby Humbarger	Field Superintendent	15 Years Experience
Rob Hartwig	Concrete Superintendent	32 Years Experience
Jason Burt	Concrete Superintendent	20 Years Experience

Proud Member NDASA

BCRC

STRIVING TO BE DRUG FREE FOR A SAFE INDUSTRY

January 15, 2026

To Whom It May Concern:

This is a letter to inform you that Gariup Construction Co., Inc. is a contractor member of the Building & Construction Resource Center Inc. (BCRC) drug testing program. They are a contributing client and meet all the industry standards set by the Business Roundtable of Northwest Indiana, the Substance Abuse & Mental Health Services Association, the National Drug and Alcohol Screening Association, and the Department of Transportation.

Please be advised that Gariup Construction Co., Inc., located at 3965 Harrison Street, Gary, IN 46408, is a participating employer in good standing with BCRC. All of Gariup Construction Co., Inc.'s employees are subject to the terms of the BCRC Drug Testing Policy, which meets or exceeds the requirements of IC 4-13-18-5 or IC 4-13-18-6.

Please direct any questions regarding this correspondence to me.

Sincerely,

Laticia Roach

Laticia Roach
Executive Director
BCRC Administrator, Inc.
219-764-1488

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL 4 IN/KY APPRENTICE FUND
VALPARAISO, INDIANA

FOR THE TRADE CLASSIFICATIONS: BRICKLAYER; BRICKLAYER, FIREBRICK & REFRACTORY; TILE SETTER; TUCKPOINTER, CLEANER, CAULKER

Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

MAY 24, 1996
Date
Revised: February 2, 2007

IN001960012
Registration No.

DEPARTMENT OF LABOR · UNITED STATES OF AMERICA

Secretary of Labor

Administrator, Office of Apprenticeship

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL 4 IN/KY APPRENTICE FUND
VALPARAISO, INDIANA

FOR THE TRADE CLASSIFICATIONS: BRICKLAYER; BRICKLAYER, FIREBRICK & REFRACTORY; TILE SETTER; TUCKPOINTER, CLEANER, CAULKER

Registered as part of the National Apprenticeship System in accordance with the basic standards of apprenticeship established by the Secretary of Labor

MAY 24, 1996
Date
Revised: February 2, 2007

IN001960012
Registration No.



Secretary of Labor

Administrator, Office of Apprenticeship



Teamsters Union Local 142 Training & Apprenticeship
9050 Mississippi St. Merrillville, Indiana 46410

May 2nd, 2024

RE: Gariup Construction Co. Inc
3965 Harrison St.
Gary, IN 46408

To Whom It May Concern:

Please accept this letter as notice that Gariup Construction is signatory to Teamsters Union No. 142 Local and a contributing employer into the Teamsters Union No. 142 Training Trust and Apprenticeship Funds.

Thank You,

Jennifer Winn

Jennifer Winn
Training & Apprenticeship Trust Fund Assistant Coordinator

(219) 756-1422
Jennifer@teamsters142.org

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

INDIANA/KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS J.A.T.F.
MERRILLVILLE, INDIANA

FOR THE TRADE CLASSIFICATIONS: CARPENTER; MILLWRIGHT; RESIDENTIAL CARPENTER

Registered as part of the National Apprenticeship System in accordance with the basic standards of apprenticeship established by the Secretary of Labor

SEPTEMBER 24, 1952
Date
Revised: April 2, 2018

IN010520001
Registration No.

Administrator, Office of Apprenticeship

INDIANA/KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS
JOINT APPRENTICESHIP AND TRAINING FUND
1565 EAST 70TH COURT
MERRILLVILLE, IN 46410

ADMINISTRATION OFFICE
711 Greenwood Springs Drive
Greenwood, IN 46143
Phone: 317-807-1112
Fax: 317-807-1115

Grayson Campus
574 Carpenters Way
Grayson, KY 41143
Phone: 606-929-1362
Fax: 606-929-5319

Indianapolis Campus
711 Greenwood Springs Drive
Greenwood, IN 46143
Phone: 317-807-1116
Fax: 317-807-1131

Lafayette Campus
2953 South Creasy Lane
Lafayette, IN 47905
Phone: 765-447-5959
Fax. 765-447-7676

Louisville Campus
1245 Durrett Lane
Louisville, KY 40213
Phone: 502-366-8668
Fax: 502-366-8678

Merrillville Campus
1565 East 70th Court
Merrillville, IN 46410
Phone: 219-947-3348
Fax: 219-947-1889

Muncie Campus
4121 East Centennial Avenue
Muncie, IN 47303
Phone: 765-288-9015
Fax: 765-288-9298

Newburgh Campus
5400 Covert Court
Newburgh, IN 47630
Phone: 812-853-9312
Fax: 812-853-9316

Terre Haute Campus
3099 South 6th Street
Terre Haute, IN 47802
Phone: 812-466-7899
Fax: 812-466-9840

Warsaw Campus
1095 Mariners Drive
Warsaw, IN 46582
Phone: 574-267-5264
Fax: 574-269-1464

April 10, 2024

Gariup Construction
PO Box 64879
Gary, IN 46401

To Whom It May Concern:

This letter is in response to verification needed by Gariup Construction for work to be performed on varies jobs. Gariup Construction regularly employs a number of apprentices affiliated with our apprenticeship program and has done so for more than four years. We are registered with the United States Department of Labor, Bureau of Apprenticeship and Training and our registration number is 1205-0223. Our program participates in the Building Trades Associate Degree Program with Ivy Tech Community College and has done so since 1996.

Gariup Construction is a bona fide contractor in good standing as of this date with the Indiana/Kentucky/Ohio Regional Council of Carpenters Joint Apprenticeship and Training Fund and is eligible to employ apprentice carpenters in the future. I have enclosed a copy of our certificate from the United States Department of Labor.

If I can be of further assistance, please do not hesitate to give me a call.

Sincerely,

Chris Charters
Area Training Coordinator
IKORCCJATF – Merrillville, Lafayette & Warsaw Campuses

CC/lmf

Apprentice Status Report By Indenture Date

Apprentices Indentured Between 1/1/2018 And 7/13/2022

Apprentice Program: IN2

Year	Apprentice Status	Apprentices	Percentage
2020	Active	242	36.28 %
	Adv. to Journeyman	33	4.95 %
	Deceased	2	0.30 %
	Graduated	3	0.45 %
	Journeyman	1	0.15 %
	Med. Susp.	4	0.60 %
	Not Registered	1	0.15 %
	Reinstate	12	1.80 %
	Suspended	3	0.45 %
	Terminated	329	49.33 %
	Voluntary withdraw	37	5.55 %
	Total Indentured	**667**	
2021	Active	472	60.90 %
	Active Duty	1	0.13 %
	Adv. to Journeyman	23	2.97 %
	Deceased	2	0.26 %
	Med. Susp.	3	0.39 %
	Reinstate	20	2.58 %
	Suspended	2	0.26 %
	Terminated	220	28.39 %
	Voluntary withdraw	32	4.13 %
	Total Indentured	**775**	
2022	Active	538	86.77 %
	Adv. to Journeyman	4	0.65 %
	Graduated	1	0.16 %
	Med. Susp.	2	0.32 %
	Not Registered	5	0.81 %
	Reinstate	33	5.32 %
	Terminated	32	5.16 %
	Voluntary withdraw	5	0.81 %
	Total Indentured	**620**	

Apprentice Status Report By Indenture Date

Apprentices Indentured Between 1/1/2018 And 7/13/2022

Apprentice Program: IN2

Year	Apprentice Status	Apprentices	Percentage
2018	Active	68	8.05 %
	Active Duty	2	0.24 %
	Adv. to Journeyman	89	10.53 %
	Deceased	5	0.59 %
	Graduated	71	8.40 %
	Inactive	10	1.18 %
	Journeyman	2	0.24 %
	Med. Susp.	1	0.12 %
	Reinstate	6	0.71 %
	Suspended	7	0.83 %
	Terminated	546	64.62 %
	Voluntary withdraw	38	4.50 %
	Total Indentured	**845**	
2019	Active	165	17.65 %
	Adv. to Journeyman	72	7.70 %
	Deceased	8	0.86 %
	Graduated	51	5.45 %
	Inactive	11	1.18 %
	Journeyman	12	1.28 %
	Med. Susp.	2	0.21 %
	Reinstate	15	1.60 %
	Suspended	3	0.32 %
	Terminated	528	56.47 %
	Voluntary withdraw	68	7.27 %
	Total Indentured	**935**	

STATE OF INDIANA
DEPARTMENT OF VETERANS AFFAIRS
STATE APPROVING AGENCY
402 WEST WASHINGTON STREET ROOM W-469
INDIANAPOLIS, INDIANA 46204-2738

Eric Holcomb, Governor
James M. Brown, Director

January 9, 2019

Jeremy Brewer
Apprenticeship Coordinator
Indiana Laborers Training Trust Fund-Apprenticeship
439 Patton Hill Rd.
Bedford, IN 47421

Dear Jeremy Brewer,

This will acknowledge receipt of your **revised Work Processes** for the **Construction Craft Laborer** program offered at Hoosier Energy, located in Bedford, Indiana. The State Approving Agency has reviewed the document as listed below:

TRAINING PROGRAM	LENGTH	DOT CODE
Construction Craft Laborer	4,000-7800 hours	47-2061.00

FACILITY CODE: 30004114

To the best of my knowledge Indiana Laborers Training Trust Fund-Apprenticeship does not utilize erroneous or misleading advertisement, either by actual statement, omission, or intimation. It is understood by Indiana Laborers Training Trust Fund-Apprenticeship that they will maintain a complete record of all advertising utilized by or on behalf of the company in regards to their training programs during the preceding 12 months. The company's advertising will be available for review by any and all future supervisory visits by the SAA, or the U.S. Department of Veteran Affairs.

This approval is made pursuant to and under the provisions of Title 38, U. S. Code 3687, with an effective date of **January 8, 2019.**

If you have any questions, please contact me at 317-232-3916.

Sincerely,

Taniqua Griffin
Program Director
State Approving Agency
Cc:VARO/ELR

APPROVED
JAN - 9 2019
INDIANA STATE APPROVING AGENCY

Phone (317)-234-6062 Toll Free (800)-400-4520 Fax (317)-234-8744

STATE OF INDIANA
DEPARTMENT OF VETERANS AFFAIRS
STATE APPROVING AGENCY
402 WEST WASHINGTON STREET ROOM W469
INDIANAPOLIS, INDIANA 46204-2738



Eric Holcomb, Governor
James M. Brown, Director

Jeremy Brewer
Apprenticeship Coordinator
Indiana Laborers Training Trust Fund-Apprenticeship
439 Patton Hill Rd.
Bedford, IN 47421

January 9, 2019

Dear Jeremy Brewer,

This will acknowledge receipt of your updated **Wage Scale** for the **Construction Craft Laborer** program offered by Indiana Laborers Training Trust Fund-Apprenticeship. The State Approving Agency has reviewed the document as listed below:

Wage Scale: Construction Craft Laborer

FACILITY CODE: 30004114

To the best of my knowledge Indiana Laborers Training Trust Fund-Apprenticeship does not utilize erroneous or misleading advertisement, either by actual statement, omission, or intimation. It is understood by Indiana Laborers Training Trust Fund-Apprenticeship that they will maintain a complete record of all advertising utilized by or on behalf of the Indiana Laborers Training Trust Fund-Apprenticeship in regards to their training programs during the preceding 12 months. Indiana Laborers Training Trust Fund-Apprenticeship's advertising will be available for review by any and all future supervisory visits by the SAA, or the U.S. Department of Veteran Affairs.

Please Review the entire packet for content and accuracy. Approval is granted pursuant to the provisions of Title 38, U.S. Code 3687, with an effective date of **April 1, 2018.**

If you have any questions, please feel free to give me a call at 317-232-3916 or email me at tgriffin@dva.in.gov. Thank you for what you do for our Veterans, and have a great day!

Sincerely,

Taniqua Griffin
Program Director
State Approving Agency
Cc: VARO/ELR

APPROVED
JAN - 9 2019
INDIANA STATE APPROVING AGENCY

STATE OF INDIANA
DEPARTMENT OF VETERANS AFFAIRS
STATE APPROVING AGENCY
402 WEST WASHINGTON STREET ROOM W-469
INDIANAPOLIS, INDIANA 46204-2738

Eric Holcomb, Governor
James M. Brown, Director

Jeremy Brewer
Apprenticeship Coordinator
Indiana Laborers Training Trust Fund-Apprenticeship
439 Patton Hill Rd.
Bedford, IN 47421

January 9, 2019

Dear Jeremy Brewer,

The Indiana State Approving Agency conducted a supervisory visit on 01/8/2019 at Indiana Laborers Training Trust Fund-Apprenticeship. The purpose of the visit was to provide training to the Certifying Officials and review enrollment certifications, record retention and reporting procedures.

The organization demonstrated proper record maintenance and record maintenance and reporting procedures. During the visit, we discussed the importance of reporting hours on a monthly basis, good record keeping techniques, and how to report a leave of absence or completion via VA Form 22-1999b. We also updated the Certifying Officials via VA Form 22-8794, work processes, and wage scale.

If you need any assistance or have any questions regarding this technical visit please contact me directly at tgriffin@dva.in.gov or (317) 232-3916. Thank you for the courtesy extended during my visit. The education and training opportunities that your organization continues to provide veterans and their dependents are appreciated.

Sincerely,

Taniqua Griffin
Program Director

APPROVED
JAN - 9 2019
INDIANA STATE APPROVING AGENCY

Phone (317)-234-6062 Toll Free (800)-400-4520 Fax (317)-234-8744

The United States Department of Labor

Bureau of Apprenticeship and Training

Certificate of Registration

INDIANA LABORER'S TRAINING TRUST FUND

BEDFORD, INDIANA

for the trade classification of CONSTRUCTION CRAFT LABORER

Registered as part of the National Apprenticeship Program in accordance with the basic standards of apprenticeship established by the Secretary of Labor

December 14, 1995

Date

IN040-0528

Registration No.

Robert B. Reich

Secretary of Labor

Anthony Swoope

Director, Bureau of Apprenticeship and Training

David A. Frye
Secretary-Treasurer
Jerry J. Bolk
Chris Brickey
Ricky Henson, Jr.
Ramon Mendoza, Jr.
Brian Short

John P. Brown
Chairman
Kelly Abel
Michael Ferrara
Stan Meyer
Nick Timmerman
Jim Wiseman

P.O. Box 758 - Bedford, Indiana 47421
(812) 279-9751

Sean Coakley, Director

FAX: (812) 279-5545
Toll Free (800) 742-4086

April 15, 2024

To Whom It May Concern:

This letter is to confirm that "Gariup Construction Co., Inc." is a signatory contractor in good standing with the Indiana Laborers' Training Trust Fund.

The above-mentioned company is a participant in the Joint Apprenticeship and Training Committee through this Union and has been an active participant in good standing and is currently eligible to use our apprentices on a project.

Further, our organization's program is approved by the U.S. Veterans Administration to participate in the GI educational benefits program. A copy of our approval letters are attached along with the collective bargaining agreement stating the ratios of Journey workers to Apprentices; which is one (1) Apprentice for every four (4) Journey workers and thereafter may not employ more that (1) Apprentice for every (3) Journey workers.

Sincerely,

Sean Coakley

Sean Coakley,
Director

SC:jt

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Operating Engineers Local 150 Apprenticeship Fund
Wilmington, Illinois
For the Trade – Operating Engineer (Heavy Equipment Technician)

Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

May 5, 2002
Date Revised June 21, 2011

Registration No. IL012020003

Hilda L. Solis
Secretary of Labor

Administrator, Office of Apprenticeship

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Operating Engineers Local 150 Apprenticeship Fund
Wilmington, Illinois
For the Trade – Operating Engineer

Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

December 31, 1978
Date *Revised June 23, 2011*

Registration No. *IL008780173*

Secretary of Labor

Administrator, Office of Apprenticeship

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M
AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER

(708) 482-6800 FAX (708) 482-7186
6200 JOLIET ROAD
COUNTRYSIDE, IL 60525 3992

April 11, 2024

Gariup Construction Co Inc
P.O. Box 64879
Gary, IN 46401

Re: Proof of Compliance with 30 ILCS 500/30-22(6)
Our File No. MI-00321

Dear Sir or Madam:

At the request of Gariup Construction Co Inc., I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos.IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Gariup Construction Co Inc., is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO
District 1 dispatch office

Maribel Hernandez

Enclosures: Certificates

James M. Sweeney / Chairman
David M. Snelten / Secretary

Operating Engineers Local 150 Apprenticeship Fund

A Joint Effort of Labor and Management to Further the Aim of Industry
www.asiplocal150.org

Thursday April 11, 2024

To whom it may concern,

Gariup Construction is a signatory contractor to the I.U.O.E. Local 150, and therefore, also participates in the I.U.O.E. Local 150 Apprenticeship and Skill Improvement Program (ASIP), located at: 19800 W. South Arsenal Rd., in Wilmington, IL. The Local 150 ASIP is a DOL Registered Apprenticeship Program overseen by the DOL's Office of Apprenticeship (OA). Listed below are the number of graduates of its program during the years 2019 thru 2023.

- 2023 - 209
- 2022 - 228
- 2021 - 100
- 2020 - 105
- 2019 - 48

If there are any questions regarding the I.U.O.E. Local 150 Apprenticeship, please feel free to contact me directly.

Thank you,

George Antos Coordinator
ASIP Local 150
Office: 815-722-3201

GA/cg

ASIP seeks to foster workplace environments where all journey workers and apprentices feel safe, welcomed, and treated fairly. In an effort to meet the requirements, set forth by the DOL, we are providing a link to online anti- harassment training to all individuals connected with the administration or operation of the apprenticeship program, including all apprentices and journey workers who regularly work with apprentices.
Anti-Harassment Training/Resources Link: Prevent | larassment | Apprenticeship.gov

DOCUMENT 00 01 20

BIDDERS CHECKLIST

✓ 1. Three (3) copies of the Bid Package must be submitted, bound and tabbed in a sealed plain envelope or package, with Bidder's Full Legal Name, Project Name and Bid Date placed on the face of the package.

✓ 2. This Bidders Procedure Checklist for Construction Services must be completed, signed and submitted as the first page of the Bid Package. The Bid Package must be bound and submitted to the Town of Munster in the following order:

a. Signed and dated Bidders Checklist (Section 00 01 20).
b. Completed and executed Indiana Form No. 96 (Section 00 44 15) and Bid Form (Section 00 41 00), including all related statements and attachments.
c. Required Bid security in the form of a Bid Bond or Certified Check.

✓ 3. The Indiana Form No. 96 (Section 00 44 15) must be read and completed in its entirety, signed and notarized as appropriate, and include all requested attachments.

✓ 4. All Bids must be submitted before such time as stated in the Advertisement for Bids (Section 00 11 13) for receipt of Bids.

✓ 5. Each Bidder must submit a completed and signed Bid Form (Section 00 41 00).

✓ 6. Each Bidder must submit a signed and notarized E-Verify Affidavit (Section 00 45 38).

✓ 7. Each Bidder must submit a completed List of Proposed Subcontractors and Material Suppliers (Section 00 43 36) and List of Proposed Suppliers (Section 00 43 37).

✓ 8. Bid prices should exclude all Federal, State, and Local taxes from which the Town of Munster is exempted.

✓ 9. Each Bid must be accompanied with a Certified Check or Bid Bond for not less than 10 percent of the total base bid amount.

Signature

July 17, 2026
Date

Milestone Contractors L.P.
Company Name

END OF SECTION

The Bid is to be submitted on photocopies of this Bid Form and the attachments provided.

DOCUMENT 00 41 00

BID FORM

Total Amount of Bid $ 600,809.50

Contractor's Name Milestone Contractors L.P.

Telephone (219) 924-5900

PROJECT IDENTIFICATION: 2026 Sidewalk Replacement

BIDS TO BE OPENED: July 17, 2026 at 10 AM at Town of Munster Town Hall

TABLE OF ARTICLES

Page

Article 1 – Bid Recipient 1
Article 2 – Bidder's Acknowledgements 1
Article 3 – Bidder's Representations 2
Article 4 – Bidder's Certification 2
Article 5 – Basis of Bid 3
Article 6 – Time of Completion 3
Article 7 – Attachments To This Bid 3
Article 8 – Defined Terms 3
Article 9 – Bid Submittal 4

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: **Town of Munster**
1005 Ridge Road
Munster, IN 46321

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
1	07/15/2026

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied 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. Bidder has considered 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 any 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. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID

Use 00 41 00 Bid Items form provided.

Unit Prices have been computed in accordance with Paragraph 13.03 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security.

B. List of Proposed Subcontractors.

C. List of Proposed Suppliers.

D. Indiana State Form 96

E. Properly executed and notarized E-Verify Affidavit.

F. Evidence of authority to conduct business as corporation in Indiana

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: Milestone Contractors L.P.

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): David M. Kozyra, Vice President/Area Manager

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in _____ is ____/____/____.
(State Where Project is Located)

9.02 Contact Information

Bidder's Business Address: 1700 E. Main St., Griffith, IN 46319

_____

Phone: (219) 924-5900 Facsimile: (219) 924-8768 E-mail: jscholtz@milestonelp.com

Submitted on July 17, 20 26.

State Contractor License No. N/A. (If applicable)

END OF SECTION

BASIS OF BID

TOWN OF MUNSTER

2026 SIDEWALK REPLEMENT

ITEMIZED PRPOSAL

Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	MOBILIZATION AND DEMOBILIZATION	LSUM	1.00	$ 25,000.00	$ 25,000.00
2	SIDEWALK, CONCRETE, 5 IN, REMOVE & REPLACE	SYS	2,331	$ 235.00	$ 547,785.00
3	SIDEWALK, CONCRETE, 7 IN, REMOVE & REPLACE (AT DRIVES)	SYS	34	$ 365.00	$ 12,410.00
4	SIDEWALK, CONCRETE, CURB RAMPS, REMOVE & REPLACE	SYS	16.7	$ 935.00	$ 15,614.50
	TOTAL				**$ 600,809.50**

DOCUMENT 00 43 36

LIST OF PROPOSED SUBCONTRACTORS AND MATERIAL SUPPLIERS

I David M. Kozyra, Representing Milestone Contractors L.P.
(Owner, Agent, etc.) (Firm)

List the following Subcontractors and Material Suppliers to be used:

2026 Sidewalk Replacement
Town of Munster, Indiana

1. SUBCONTRACTORS

NAME	ADDRESS	PHONE	WORK TO BE PERFORMED
None			

2. MATERIAL SUPPLIERS

NAME	ADDRESS	PHONE	MATERIAL/EQUIPMENT TO BE SUPPLIED
Smith Ready Mix	251 Lincolnway Valparaiso, IN	219-462-3191	Ready Mix Concrete

Prompt notification will be made to the Department of Public Works should there be any changes, additions or deletions; a "Change Order" Form must be processed.

Milestone Contractors L.P.
(Contractor)

July 17, 2026
(Date)

END OF SECTION

DOCUMENT 00 43 37

LIST OF PROPOSED SUPPLIERS

Company Smith Ready Mix Telephone No. 219-462-3191
Name of Contact Scott Massom
Address 251 Lincolnway, Valparaiso, IN 46383
Material/Equipment to be Supplied Ready Mix Concrete

Company _____ Telephone No. _____
Name of Contact _____
Address _____
Material/Equipment to be Supplied _____

Company _____ Telephone No. _____
Name of Contact _____
Address _____
Material/Equipment to be Supplied _____

Company _____ Telephone No. _____
Name of Contact _____
Address _____
Material/Equipment to be Supplied _____

Company _____ Telephone No. _____
Name of Contact _____
Address _____
Material/Equipment to be Supplied _____

Company _____ Telephone No. _____
Name of Contact _____
Address _____
Material/Equipment to be Supplied _____

CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

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

PART I

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

Date: JULY 17, 2026

1. Governmental Unit (Owner): TOWN OF MUNSTER
2. County: LAKE
3. Bidder (Firm): MILESTONE CONTRACTORS, L.P.
   Address: 1700 E. MAIN STREET
   City/State: GRIFFITH, INDIANA 46319
4. Telephone Number: (219) 924-5900
5. Agent of Bidder (if applicable): DAVID M. KOZYRA

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of TOWN OF MUNSTER (Governmental Unit) in accordance with plans and specifications prepared by SEH _____ and dated JUNE 2026 for the sum of SIX HUNDRED THOUSAND, EIGHT HUNDRED NINE DOLLARS AND FIFTY CENTS $ $600,809.50

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

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

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

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

ACCEPTANCE

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

_____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

PART II
(For projects of $150,000 or more – (IC 36-1-12-4)

Governmental Unit: TOWN OF MUNSTER

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

Date (month, day, year): JULY 17, 2026

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
$7,377,983.80	PCCP RUNWAY CONSTRUCTION	2025	KOKOMO MUNICIPAL AIRPORT, RUNWAY 5-23, 3637 E CR 400 N, KOKOMO, IN
$3,122,119.00	CULVERT/ROAD CONSTRUCTION	2025	INDIANA DEPARTMENT OF TRANSPORTATION, B-42174-A, 3650 SOUTH US 41, VINCENNES, IN
$3,006,279.00	BRIDGE CONSTRUCTION	2025	CITY OF FORT WAYNE, PARNELL AVENUE, 200 E BERRY STREET, FORT WAYNE, IN
$3,244,557.00	ROAD CONSTRUCTION	2025	CITY OF SOUTH BEND, MISHAWAKA AVENUE, 227 W. JEFFERSON BLVD., SOUTH BEND, IN

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

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
$112,731,999.99	ROAD/BRIDGE CONSTRUCTION	2027	INDIANA DEPARTMENT OF TRANSPORTATION, R-38912-A,32 SOUTH BROADWAY, GREENFIELD, IN
$66,256,195.00	ROAD CONSTRUCTION	2028	INDIANA DEPARTMENT OF TRANSPORTATION, R-41481-A, 185 AGRICO LANE, SEYMOUR, IN
$4,413,299.79	ROAD CONSTRUCTION	2026	INDIANA DEPARTMENT OF TRANSPORTATION, R-43589-A, 315 E. BOYD BLVD., LAPORTE, IN
$33,470,000.00	ROAD CONSTRUCTION	2027	INDIANA DEPARTMENT OF TRANSPORTATION, R-39270-A,32 SOUTH BROADWAY, GREENFIELD, IN

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

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

FORCE CONSTRUCTION, INC.. BOWEN ENGINEERING CORPORATION

WEDDLE BROTHERS PETERSON COMPANY

F.A. WILHELM CONSTRUCTION CO., INC. REID HEALTH

J.R. KELLY COMPANY SMARRELLI GENERAL CONTRACTORS

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.)

SEE SUPPLEMENTAL INFORMATION PROVIDED IN ATTACHMENT A

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

SEE ATTACHED SUPPLEMENTAL LIST OF SUBCONTRACTORS

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

TO BE SUBMITTED UPON AWARD OF CONTRACT

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

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

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

YES WE HAVE RECEIVED OFFERS

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

SEE ATTACHED FINANCIAL STATEMENT

SECTION IV CONTRACTOR'S NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combinaton 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 GRIFFITH, INDIANA this 17th day of JULY, 2026

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

By _____

DAVID M. KOZYRA, VICE PRESDIENT/AREA MANAGER
(Title of Person Signing)

CONTRACTORS UNITED INCORPORATED SEAL 1953 INDIANA

ACKNOWLEDGMENT

STATE OF INDIANA)

)ss:

COUNTY OF LAKE)

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

Subscribed and sworn to before me this 17TH day of JULY, 2026.

_____
Notary Public
MELINDA A. LAWSON

My Commission Expires: AUGUST 16, 2031

County of Residence: LAKE

NOTARY PUBLIC SEAL INDIANA
MELINDA A LAWSON
Notary Public, State of Indiana
Lake County
Commission Number NP0671680
My Commission Expires
August 16, 2031

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

BID OF

MILESTONE CONTRACTORS, L.P.
(Contractor)

1700 E. MAIN STREET
(Address)

GRIFFITH, INDIANA 46319

FOR

PUBLIC WORKS PROJECTS

OF

TOWN OF MUNSTER

2026 SIDEWALK REPLACEMENT

Filed JULY 17 , 2026

Action Taken

Attachment A

Supplemental to Form 96 Section II – Question 1

Milestone Contractors will assign a General Superintendent to oversee all facets of the proposed work. After a general safety plan is implemented and reviewed, the Superintendent will be responsible for managing demolition/milling crews to remove the specified streets, and then direct paving crews to re-construct the streets, as the plans/specifications dictate. Other incidental items such as curb ramps and/or concrete curbing may be required, depending on the chosen streets. At all times, Milestone will be responsible for proper traffic control and will coordinate these operations with the owner and any affected residents. See sample workflow below:

- Contract is Signed
- Schedule prepared
- Safety Plan Reviewed
- Traffic control Setup
- Excavation/Demolition crews begin (phased per plan)
- Waste Material is hauled offsite
- Base material installed
- Underdrains installed
- Curbs installed
- New Stone/Asphalt paving, per specs
- Concrete driveways installed
- Monument/signs installed
- Landscape/dress up of disturbed areas
- Final Walkthrough with owner

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

SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
3D COMPANY INC	3200 EAST CR 350 NORTH MUNCIE, IN 47303 US	765-288-3326	Earthwork, Storm
A FENCE CONNECTION LLC	3800 ARTHUR STREET	219-932-0116	Fencing
A-1 DAVE'S TREE SERVICE	1555 PARK CIRCLE WEST	219-712-1600	Tree Cutting
A-1 STRIPING SERVICE INC	56825 SPIREA ROAD	574-287-7240	Striping
AAA QUEEN BEE CONSTRUCTION, INC.	8585 HICKORY HILL TRAIL	765-250-4012	Clearing
AAA STRIPING SERVICE, CO	PO Box 1219 Columbus, IN 47202-1219	812-372-3820	Striping
ABC CUTTING CONTRACTORS INC.	5230 Commerce Circle Drive Indianapolis, IN 46237	317-885-8989	Saw Cutting
ACCU-DIG SERVICES, INC	4844 EAST 150 SOUTH MONTICELLO, IN 47960	574-583-4814	Hydro-Excavation
ACCURATE STRIPING	PO BOX 35 YORKTOWN, IN 47396 US	765-759-6000	Striping
ACORN FENCE	2041 164TH STREET HAMMOND, IN 46320	219-844-8400	Fencing
ACORN LANDSCAPING LLC	3680 W SAMPLE STREET	0	Landscaping
AG SPORTS SURFACES LLC	2225 WINDHAVEN LANE	0	Color Coating, Athletic Tracks
AIRFIELD SAFETY	6680 N FAWN LN	317-607-3375	Project security
AIRMARKING COMPANY, INC.	PO BOX 526 ROCHESTER, IN 46975-0526	574/223-5817	Pavement Markings
AL FLEMING, INC	112 E 1000 N	260-724-2697	Storm Sewer
ALDRIDGE ELECTRIC, INC	844 E. ROCKLAND ROAD	847-680-5200	Electrical
ALL ABOUT ASPHALT	765 SALISBURY RD S RICHMOND, IN 47374 US	765-993-4158	Pavement Markings
ALL STAR PAVING	PO BOX 1109 SEYMOUR, IN 47274 US	812-522-4477	Asphalt Paving
ALLIED CONCRETE WORKERS INC.	8120 SKUNK HOLLOW ROAD	765-315-7541	Laser screed
ALLIED SECURITY, LLC	4286 S 200 EAST	317-440-0070	Project security
ALLTRACK,INC	1241 W 900 S PENDLETON, IN 46064 US	765-778-9500	Railroad Track
ALT & WITZIG ENGINEERING, INC.	4105 W 99th Street Carmel, IN 46032	317-875-7040	Testing
AMERICAN CONTRACTING & SERVICES INC.	P.O. BOX 538 JEFFERSONVILLE, IN 47130	812-280-4404	Hydro Demolition
AMERICAN PAVING FABRIC INC	6910 OCONNOR ROAD	410-379-2209	Geotextile installation
AMERICAN STRUCTUREPOINT, INC	9025 RIVER ROAD, SUITE 200 INDIANAPOLIS, IN 46240	317/547-5580	Design Engineering
AMERICUT CORING & SAWING, INC	365 HELEN DRIVE VERMILLION, OH 44089 US	440-967-1150	Pavement Grooving
ANTIGO CONSTRUCTION, INC.	PO Box 12 Antigo, WI 54409-2931 US	715-627-2222	Concrete Breaking
AP ENGINEERING & CONSULTING, INC	6135 W 400 NORTH GREENFIELD, IN 46140 US	317-871-8560	Design Engineering
APEX CONSULTING & SURVEYING	1313 BROADWAY FORT WAYNE, IN 46802 US	260-755-5993	Erosion Control Plan
AQUATERRA CONSULTING, INC	151 NORTH HOME AVENUE FRANKLIN, IN 46131	317-933-4169	Design Engineering
ARCHAEOLOGICAL CONSULTANTS OF OSSAIN	PO BOX 2374 MUNCIE, IN 47307		Archaeological Survey
ARNT ASPHALT SEALING INC	1240 SOUTH CRYSTAL AVE BENTON HARBOR, MI 49022	616-927-1532	Seal coating
ARROW FENCE COMPANY	318 EDGEWOOD AVE	260-482-3425	Fencing
ATLAS EXCAVATING, INC.	4740 SWISHER ROAD WEST LAFAYETTE, IN 47906 US	765/429-4800	Storm Sewer
ATLAS TECHNICAL CONSULTANTS, LLC	PO BOX 735811 DALLAS, TX 75373	317-579-4024	Geotechincal Services
AUSTGEN ELECTRIC	801 E MAIN ST GRIFFITH, IN 46319	219-924-7528	Electrical
AXTELL'S, INC	1586 HEART LAKE ROAD JERMYN, PA 18433	570-575-7170	Pavement Markings
B & B CONTRACTING AND SUPPLY, LLC	850 S KEYSTONE AVENUE INDIANAPOLIS, IN 46203 US	317-636-7459	Traffic Signs
B & D ELECTRIC, INC	413 W VAN TREES ST WASHINGTON, IN 47501 US	812-254-2122	Electrical
B & D SEWER	531 WINSTON CT SCHERERVILLE, IN 46375	219-322-2300	Storm Sewer
BADGER DAYLIGHTING CORP	8930 MOTORSPORTS WAY BROWNSBURG, IN 46112 US	888-726-9146	Hydro-Excavation
BEATY CONSTRUCTION, INC	5292 WEST 100 N BOGGSTOWN, IN 46110	317-835-2254	Bridge Construction
BELCHER FENCING, LLC	PO BOX 173 BLOOMINGTON, IN 47402 US	812-269-8599	Fencing
BENTLEY LAND SURVEYING, PLLC	8510 MAPLE AVENUE PEWEE VALLEY, KY 40056 US	502-210-8116	Surveying
BERRY-IT INC	4316 N 00 EW	800-368-8511	Boring
BERTSCH-FRANK & ASSOCIATES., LLC	4630 WEST JEFFERSON BLVD. # 6 FORT WAYNE, IN 46804	260-459-9393	Construction Engineering
BFW CRANE INC	PO BOX 41	812-824-4260	Cranes
BIANCOFIORI MASONRY, INC	701 ERIE STREET LAFAYETTE, IN 47904 US	765-463-0559	Masonry
BIBBS HAULING LLC	PO BOX 844 INDIANAPOLIS, IN 46206	317-545-1704	Hauling
BLAKLEY CORPORATION	8060 E 88TH ST INDIANAPOLIS, IN 46256 US	317-576-8395	Concrete

BLEDSOE RIGGERT COOPER & JAMES, INC	1351 WEST TAPP ROAD BLOOMINGTON, IN 47403	812-336-8277	Construction Staking
BLOOD HOUND, LLC	PO BOX 714843 CINCINNATI, OH 45271-4843 US	888-858-9830	Utility Locates
BLUE RIVER ENVIRONMENTAL & RESTORATION, INC	9295 N FRONTAGE ROAD	317-986-2410	Environmental
BLUEBIRD CONTRACTORS, LLC	9558 E 325 N	765-490-8559	Asphalt paving
BOJRAB LANDSCAPE MANAGEMENT	429 E. DUPONT RD. #213 FORT WAYNE, IN 46825	260-438-8179	Landscaping
BO-MAR INDUSTRIES, INC	3838 S ARLINGTON AVE INDIANAPOLIS, IN 46203 US	317-899-1240	Fencing
BROADY-CAMPBELL, INC.	2115 DR. ANDREW BROWN AVENUE INDIANAPOLIS, IN 46202	317-925-4261	Masonry
BROOKS CONSTRUCTION COMPANY	PO BOX 9560 FORT WAYNE, IN 46899 US	260-478-1990	Asphalt Paving
BRUNS-GUTZWILLER INC.	PO BOX 119 BATESVILLE, IN 47006		Masonry
BUILDING SERVICES, INC.	P.O. BOX 536 LAFAYETTE, IN 47902-0536	765-474-5634	Building Construction
BUNN ENTERPRISES, INC	PO Box 526 Rochester, IN 46975-0526	574-223-5817	Underdrains
BUSCH LANDSCAPING, LLC	5703 N US 421 OSGOOD, IN 47037 US	812-498-5800	Landscaping
BUSCHMAN FENCE	3420 N. 200 E REYNOLDS, IN 47980 US		Fencing
BUTLER FAIRMAN & SEUFERT, INC.	8450 WESTFIELD BOULEVARD, SUITE 300 INDIANAPOLIS, IN 46240-8302	317/713-4615	Design Engineering
C LEE CONSTRUCTION, INC	1011 S. LAKE STREET	219-888-9554	Hauling
C.A. FULKERSON, LLC	PO BOX 336 LANESVILLE, IN 47136	812-952-1777	Seeding,Sodding, Erosion
CALCAR PAVING, INC	1503 S MERIDIAN ROAD JASPER, IN 47546 US	812-482-1024	Asphalt Paving
CAPITOL CITY FENCE	920 EAST OHIO STREET INDIANAPOLIS, IN 46202	317/638-3381	Fencing
CARDINAL GROOVING	100 BARREN HILL ROAD CONSHOHOCKEN, PA 19428-2402 US	610-825-2200	Pavement Grooving
CAS CONTRACTING	2035 N 1500 W LINTON, IN 47441	812-847-7221	Clearing
CASSADY ELECTRICAL CONTRACTORS, INC	PO BOX 53 ELLETTSVILLE, IN 47429 US	812-332-7361	Electrical
CATALYST USA, INC.	2680 E. MAIN ST., STE. 324 PLAINFIELD, IN 46168	317-227-3499	Scheduling
CC & T CONSTRUCTION, INC.	5051 PROSPECT STREET INDIANAPOLIS, IN 46203	317-356-6385	Concrete
CE HUGHES MILLING INC	3113 HOLMANS LANE JEFFERSONVILLE, IN 47130 US	812-725-8665	Milling
CENTRAL PAINTING, INC	PO BOX 606 ST. JOHN, IN 46376 US	219-942-3623	Bridge Painting
CENTRAL RENT-A-CRANE	5725 KENNEDY AVENUE HAMMOND, IN 46323-1145 US	219-989-7500	Cranes
CERTIFIED ENGINEERING, INC.	3939 Millersville Road Indianapolis, IN 46205	317-546-1599	Construction Staking
CES, LLC	18038 BELGIUM ST LEOPOLD, IN 47551 US	618-214-0212	Construction Staking
CHAMPAIGN ASPHALT COMPANY	1414 W ANTHONY DRIVE URBANA, IL 61802	217-356-7288	J-Band
CHAMPAIGN ASPHALT COMPANY/EVERGREEN ROADWORKS	1414 W ANTHONY DRIVE	217-356-7280	Chip & seal
CHAMPAIGN SIGNAL AND LIGHTING COMPANY	1414 W ANTHONY DR	0	Traffic signals, lighting
CIVIL & ENVIROMENTAL CONSULTANTS, INC	333 BALDWIN ROAD PITTSBURGH, PA 15205	412-429-2324	Erosion Control Plan
CLS INDUSTRIES, INC	PO BOX 138 SALEM, IN 47167	812-883-4492	Traffic Signs,Electrical Panel
CMG TRUCKING, INC	P.O. BOX 421245 INDIANAPOLIS, IN 46242 US	317-430-3106	Hauling
CMID	1402 N CAPITOL AVENUE, SUITE 250 INDIANAPOLIS, IN 46202 US	317-917-4244	Construction Engineering
COLUMBUS TRANSPORT, INC.	PO BOX 856 COLUMBUS, IN 47202-0856	812-376-0532	Hauling
COMPLETE PIPE LINING, LLC	1367 S. STATE ROAD 60 SALEM, IN 47167 US	812-883-6644	Pipe Liner
COMPLETE SWEEP	7549 BOILER COURT LAFAYETTE, IN 47905	765-296-8744	Sweeping
CONCRETE CUTTING & BREAKING, INC.	443 JEFFERSON AVE., SE GRAND RAPIDS, MI 49503	616/554-4876	Saw Cutting
CONCRETE RESTORATION GROUP, LLC	5316 S CR 60 W GREENSBURG, IN 47240	317-441-6576	Bridge patching
CONCRETE SAWING & CORING	P.O. BOX 907 NILES, MI 49120	574-272-2673	Saw Cutting
CONDON TRUCKING LLC	18245 AMBERLEY LN SOUTH BEND, IN 46637	574-360-4326	Hauling
CONSTRUCTION ENGINEERING SOLUTIONS, LLC	18038 BELGIUM STREET LEOPOLD, IN 47551 US	812-719-7736	Construction Staking
CONSTRUCTION FABRICS & GRIDS, INC	5630 SOUTH HARDING STREET	317-661-3014	Geotextile installation
CONSTRUCTION VIDEO MEDIA, INC.	111 EAST NEWBERRY ST ROMEO, MI 48065	800-346-3342	Electrography
CR LAWN CARE & LINE STRIPING	1805 WASHINGTON AVE FRANKFORT, IN 46041	765-654-6422	Striping
CRACKERS DEMO LLC	P.O. BOX 545 INDIANAPOLIS, IN 46206 US	574/875-7684	Bridge Demo
CRANE ENVIRONMENTAL SERVICES, LLC	4209 HIGHWAY 41 N., SUITE 24 EVANSVILLE, IN 47711 US	812-868-0709	Erosion Design
CRIDER & CRIDER, INC.	1900 LIBERTY DRIVE BLOOMINGTON, IN 47403	812-336-4452	Earthwork, Storm
CROWN CONCRETE CUTTING & CORING, LLC	1215 W MAIN STREET LEBANON, IN 46052 US	317-299-9400	Saw Cutting
C-TECH CORPORATION	5300 W 100 N Boggstown, IN 46110	317-835-2745	Guardrail, Fence
CTL ENGINEERING, INC	1310 S. FRANKLIN ROAD INDIANAPOLIS, IN 46239 US	317-295-8650	Design Engineering
CUDRA'S TRUCKING	1140 ARROWHEAD CT, STE D CROWN POINT, IN 46307	219-677-1673	Hauling
CULY CONTRACTING	PO BOX 29 WINCHESTER, IN 47394 US	765-584-8509	Earthwork, Storm
CUMMINS ELECTRIC	PO BOX 638 RICHMOND, IN 47375-0638	765/962-6332	Electrical

CUSTOM SIGNS UNLIMITED CO.	1410 GOSHEN ROAD FORT WAYNE, IN 46808	260-483-4444	Sign Fabrication
CUSTOMIZED MECHANICAL SOLUTIONS, LLC	691 INDUSTRIAL BLVD BARGERSVILLE, IN 46106	317-412-9846	Gas line
D2K TRAFFIC SAFETY, INC	1505 FRONTENAC ROAD NAPERVILLE, IL 60563	630-416-9700	Traffic Signs/Markings
DAVE O'MARA CONTRACTOR, INC.	1100 EAST O & M AVENUE NORTH VERNON, IN 47265	812/346-4135	Asphalt Paving
DAY'S CONSTRUCTION & ASPHALT	860 MARYLAND ST. GARY, IN 46402	219-363-4606	Flagging
DBL SERVICES INC	402 N BYRKIT ST MISHAWAKA, IN 46544	574-302-7026	Pavement Markings
DEBOER EGOLF	5772 MELTON ROAD PORTAGE, IN 46368	219-763-9700	Storm Sewer
DECORATIVE PAVING COMPANY	39 GLENDALE-MILFORD ROAD LOVELAND, OH 45140	(513) 576-1222	Brick Pavers
DELTA III	2063 W 1250 S HANNA, IN 46340	219-797-4004	Storm Sewer
DELTA SERVICES, INC.	3220 NORTH SHADELAND AVE INDIANAPOLIS, IN 46226	317-791-6653	Demolition
DENNEY EXCAVATING, INC.	PO BOX 506	317-423-0738	Demolition
DIAMOND CORING COMPANY, INC	11800 SOUTH EWING AVENUE CHICAGO, IL 60617 US	773-978-5000	Concrete Grinding
DRAINAGE CONSTRUCTION UNLIMITED	4527 E 100 S Greenfield, IN 46140	317-462-2043	Underdrains
DUNLAP & COMPANY, INC.	P.O. BOX 328 COLUMBUS, IN 47202-0328	812-376-3021	Building Construction
DYER CONSTRUCTION CO., INC.	1716 SHEFFIELD AVE	219-865-2961	Storm Sewer
E & B PAVING, LLC	286 WEST 300 NORTH ANDERSON, IN 46012	765-643-5358	Asphalt Paving
EARP CONCRETE CUTTING INC	686 DEARBORN RD UNIT D VALPARAISO, IN 46385	219-246-9890	Saw Cutting
EARTH EXPLORATION	7770 WEST NEW YORK STREET INDIANAPOLIS, IN 46214-2988	317-273-1690	Geotechincal Services
EARTH IMAGES, INC.	P.O. Box 216 Floyds Knobs, IN 47119-0216 US	812-923-8386	Seeding,Sodding, Erosion
ED PATTON CONSTRUCTION, INC.	3110 OLYMPIA DRIVE LAFAYETTE, IN 47909 US	765/742-5080	Building Construction
EDWARD & JONES CONCRETE	PO BOX 502811 INDIANAPOLIS, IN 46250 US	317-284-1117	Concrete
EIC TECHNOLOGIES, INC	6701 ARTISAN WAY LOUISVILLE, KY 40228 US	502-964-9590	Hydro Demolition
ELECTRIC PLUS, INC	173 S COUNTY ROAD 525 E AVON, IN 46123 US	812-336-4992	Electrical
ELITE LINE STRIPING	8322 BAUMGART ROAD EVANSVILLE, IN 47725 US	812-760-4378	Striping
ELLE-J TRUCKING, INC	1754 E S.R. 163, SUITE B CLINTON, IN 47842 US	812-249-3265	Hauling
EMERALD GRADING AND SEEDING, INC	PO BOX 8314 BLOOMINGTON, IN 47407 US		Seeding,Sodding, Erosion
ENNEKING PRESSURE CLEANING, INC	7639 NORTH COUNTY ROAD 200 EAST OSGOOD, IN 47037	812-212-6489	Water blasting
F.A. WILHELM CONSTRUCTION CO., INC.	3914 PROSPECT STREET INDIANAPOLIS, IN 46206-0516	317-359-5411	Building Construction
FERGUSON ENTERPRISES, INC.	6439 EAST 30TH STREET INDIANAPOLIS, IN 46219-0000	(317) 546-2013	Site Development
FLEMING EXCAVATING, INC	112 E 1000 N	260-724-2697	Storm Sewer
FLETCHER'S TRUCKING LTD	P.O. BOX 191 MEDARYVILLE, IN 47957	219-869-0633	Hauling
FLUID WASTE SERVICES	PO BOX 264 NOBLESVILLE, IN 46061	317-773-7996	Hydro-Excavation
FOREVERLAWN OF OHIO, INC.	1900 POLARIS PARKWAY COLUMBUS, OH 43240	614-600-7888	Landscaping
FORT WAYNE REINFORCING, INC.	4483 COUNTY ROAD 19, SUITE D AUBURN, IN 46706	260-925-0609	Rebar Tying
FOX CONTRACTORS CORPORATION	5430 FERGUSON ROAD FORT WAYNE, IN 46809	317/769-6291	Underdrains, Earthwork, Storm
FPBH, INC	PO BOX 47 NORTH VERNON, IN 47265 US	812-346-2045	Erosion Design
FUERBRINGER LANDSCAPING & DESIGN, INC.	22530 BRICK ROAD SOUTH BEND, IN 46628	0	Landscaping
G.E. MARSHALL	P.O. BOX 242 VALPARAISO, IN 46385	219-462-3415	Storm Sewer
GALLAGHER ASPHALT CORP	18100 SOUTH INDIANA AVENUE THORNTON, IL 60476 US	708-647-0564	Asphalt Reclaimation
GARY MATERIAL SUPPLY LLC	7318 W 15TH AVE GARY, IN 46406	219-944-0283	Storm
GATLIN PLUMBING & HEATING INC	1111 E MAIN STREET	219-924-6972	Storm Sewer
GEOSOLUTIONS, INC	8275 INDY CT INDIANAPOLIS, IN 46214 US	317-273-0070	Design Engineering
GILMER TRUCKING	20390 NEW ROAD SOUTH BEND, IN 46614	574-229-3233	Hauling
GLOBAL ENGINEERING & LAND SURVEYING	601 FRANKLIN ST SUITE 404 MICHIGAN CITY, IN 46360	0	Surveying
GLOBE ASPHALT PAVING, CO	PO BOX 19168 INDIANAPOLIS, IN 46219	317-568-4344	Asphalt Paving
GLS, INC	3512 S HARDING STREET INDIANAPOLIS, IN 46217 US	317-292-9622	Concrete
GOTT TREE SERVICE	3290 S. KNIGHT RIDGE RD.	0	Tree Cutting
GOUGH, INC	2200 E 88TH DRIVE MERRILLVILLE, IN 46410	219-756-2200	Storm Sewer
GRABER CRANE SERVICE, LLC	151 N 350 E	812 254-6202	Cranes
GRADEX	12900 N MERIDIAN STREET, SUITE 120 CARMEL, IN 46032	317-573-3970	Earthwork, Storm
GRADY BROTHERS, INC.	PO BOX 421519 INDIANAPOLIS, IN 46242-1519	317-244-3343	Asphalt Paving
GREAT AMERICAN LANDSCAPE	P.O. BOX 235 DYER, IN 46311	219-322-7033	Landscaping
GRIDLOCK TRAFFIC SYSTEMS	6400 Massachusetts Avenue Indianapolis, IN 46226	317-541-2727	Construction Signs,Marking
GRIFFIN CONTRACT DEWATERING, LLC	5306 CLINTON DRIVE HOUSTON, TX 77020	0	Dewatering
GRIMMER CONSTRUCTION	2619 MAIN STREET HIGHLAND, IN 46322	219-924-1623	Storm Sewer

GRL ENGINEERS, INC	30725 AURORA ROAD SOLON, OH 44139	847-221-2750	Geotechincal Services
GROUND PENETRATING RADAR SYSTEMS	PO BOX 932 TOLEDO, OH 43697 US	419-843-9804	Utility Locates
GROUNDBREAKERS LLC	6435 E 30TH STREET	317-691-1374	Utility Locates
GUARDIAN PRIVATE UTILITY LOCATING, LLC	6125 W 400 N	317-835-4335	Utility Locates
HANNA XCAVATING, INC	1655 E. WHISNAND ROAD BLOOMINGTON, IN 47408	812-339-5656	Hauling
HARD ROCK CONCRETE CUTTERS INC	601 CHADDICK DR WEELING, IL 60090 US	847-699-0010	Concrete Cutting
HARLOW ENTERPRISES, INC.	11321 THIELE RD	260-747-2888	Seeding, Sodding, Grading
HARMON CONSTRUCTION, INC.	PO Box 386 North Vernon, IN 47265	812-346-2064	Concrete
HARMON STEEL, INC.	1002 W Troy Avenue Indianapolis, IN 46225	317-780-5025	Rebar Tying
HASSE CONSTRUCTION	10 LINCOLN AVENUE CALUMET CITY, IL 60409	219-932-1611	Storm Sewer
HAWK ENTERPRISES	1850 EAST NORTH STREET CROWN POINT, IN 46307	219/662-8090	Electrical
HAYES DRILLING, INC	8845 PROSPECT AVENUE KANSAS CITY, MO 64132 US	816-363-3040	Drilling
HERITAGE ENVIRONMENTAL SERVICE, LLC	7901 W Morris Street Indianapolis, IN 46231 US	317-486-5095	Environmental Engineering
HERITAGE RESEARCH GROUP	PO BOX 68123 INDIANAPOLIS, IN 46268		Testing
HIGHWAY SAFETY SERVICE, INC	3215 IMPERIAL PARKWAY LAFAYETTE, IN 47909 US	765-474-1000	Construction Signs,Marking
HI-LITE AIRFIELD SERVICES	PO BOX 460 ADAMS CENTER, NY 13606 US	315-583-6111	Construction Signs,Marking
HILL ELECTRIC, INC.	PO BOX 1232 RICHMOND, IN 47375	765/966-0704	Electrical
HIS CONSTRUCTORS, INC	2950 EAST MAIN PLAINFIELD, IN 46168 US	317-284-1195	Bridges, Enviro, Reclamation
HITTLE CONSTRUCTION	17466 WASHINGTON STREET WESTFIELD, IN 46074-8725 US	317-896-9073	Fencing
HOMER TREE SERVICE INC	14000 S ARCHER AVENUE LOCKPORT, IL 60441 US	815-838-0320	Tree Cutting
HOOSIER COMPANY, INC.	PO BOX 681064 INDIANAPOLIS, IN 46268	317-872-8125	Traffic Signs,Electrical Panel
HOOSIER MACHINE & WELDING, INC	PO BOX 21204 INDIANAPOLIS, IN 46221-0204	317-638-6286	Equipment Repairs
HOOSIERVAC, LLC	PO BOX 423	219-863-5782	Utility Locates
HRP CONSTRUCTION	5777 CLEVELAND RD SOUTH BEND, IN 46624	574-271-7800	Storm Sewer
HSC PAVEMENT MAINTENANCE	PO BOX 127 ALBION, IL 62806	0	Crack Sealing
HUBINGER LANDSCAPE	210 E 113TH AVENUE CROWN POINT, IN 46307	219-662-9911	Landscaping
HUMMEL ELECTRIC, INC	2505 MJM INDUSTRIAL DRIVE EVANSVILLE, IN 47715 US	812-474-1500	Electrical
HUSTON ELECTRIC, INC.	P.O. BOX 904 KOKOMO, IN 46903	765-474-6115	Electrical
HYDRO-TECHNOLOGIES, INC.	6200 EAST HIGHWAY 62, BUILDING 2501 SUITE 300 JEFFERSONVILLE, IN 47130	812-284-9376	Hydro Demolition
HYDRO-TEK SEEDING, INC	26428 COUNTY RD 52 NAPPANEE, IN 46550	219-773-4140	Landscaping
ILLINI DRILLED FOUNDATIONS, INC.	P.O. BOX 1351 DANVILLE, IL 61834	217/442-8765	Drilling
INDEPENDENT LAND SURVEYING, INC.	414 S MAIN STREET BROWNSTOWN, IN 47220 US	(812) 372-0996	Surveying
INDIANA SIGN & BARRICADE	5240 E 25TH STREET INDIANAPOLIS, IN 46218	317-377-8000	Construction Signs,Marking
INDIANA TRAFFIC SERVICE, LLC	3865 NORTH COMMERCIAL PARKWAY GREENFIELD, IN 46140 US	317-891-8065	Construction Signs,Marking
INFRASTRUCTURE SYSTEMS, INC	260 W. VINCENNES STREET ORLEANS, IN 47452	812-865-3309	Sewer Installation
INLINER SOLUTIONS, LLC	PO BOX 931303 ATLANTA, GA 31193	812-865-3232	Pipe Liner
INSITUFORM TECHNOLOGIES USA, LLC	2130 STOUT FIELD WEST DRIVE INDIANAPOLIS, IN 46241 US	317-489-3863	Pipelines
IVS HYDRO DEMOLITION SERVICES	PO BOX 245 WAVERLY, WV 26184 US	304-464-4340	Hydro Demolition
J & J CRANE RENTAL, INC.	2513 S. AIRPORT ROAD MONTICELLO, IN 47960	574-808-3665	Cranes
J & J WILLIAMS TRUCKING, LLC	7421 N 300 E BATTLEGROUND, IN 47920 US	765-586-0201	Hauling
J. RANCK ELECTRIC, INC	1993 GOVER PARKWAY MT. PLEASANT, MI 48858 US	800-792-3822 EXT2136	Electrical
J.H. RUDOLPH & CO., INC.	PO BOX 5226 EVANSVILLE, IN 47716-5226 US	812-476-4921	Crack Sealing
JAMES H. DREW CORPORATION	8701 ZIONSVILLE ROAD INDIANAPOLIS, IN 46268	317-876-3739	Traffic Signals, Guardrail, Fence
JANSSEN & SPAANS ENGINEERING, INC	9120 HARRISON PARK COURT INDIANAPOLIS, IN 46216	317-254-9686	Design Engineering
JAVELINA CONSTRUCTION, INC.	13376 Britton Park Drive Fishers, IN 46038	317-841-8364	Milling
JAVIER STEEL	PO BOX 7448 LOUISVILLE, KY 40257	502-426-2008	Rebar Tying
JBL2 SIGNALS AND LIGHTING	4316 TECHNOLOGY DRIVE SOUTH BEND, IN 46628	574-855-2251	Traffic signals, lighting
JERICO METAL SPECIALTIES, LLC	PO BOX 7016 BLOOMINGTON, IN 47407 US	812-339-3182	Metal Fabrication
JOHN THOMAS COMPANY	1560 LOVETT DRIVE DIXON, IL 61021	815-288-2343	Portable traffic signals
JR ELLINGTON TREE EXPERTS	680 WEST THAT ROAD BLOOMINGTON, IN 47403	812-332-5882	Tree Cutting
JR KELLY COMPANY, INC.	3450 CONCORD ROAD LAFAYETTE, IN 47909	317-477-0570	General Construction
JT SEALCOATING & STRIPING	9845 N. PRIVATE RD. 975 W ELIZABETHTOWN, IN 47232	0	Crack Sealing
K & A TRUCKING	PO BOX 1305 BEDFORD, IN 47421 US	812-583-2582	Hauling
K & K FENCE, INC.	PO BOX 19833 INDIANAPOLIS, IN 46219	317-359-5425	Fencing
KAPUR & ASSOCIATES, INC	7711 N PORT WASHINGTON ROAD MILKWAUKEE, WI 53217 US	502-269-5418	Construction Staking

KAREN HAAN, INC	1825 SOUTH HADLEY ROAD FORT WAYNE, IN 46804	260-740-8876	Construction Signs
KBL TRANSPORT, LLC	1401 W VOTAW ST PORTLAND, IN 47371	260-273-1729	Striping
KC TREE INCORPORATED	8913 E US HWY 20 NEW CARLISLE, IN 46552	574-674-7722	Tree Cutting
KENTUCKIANA OFF DUTY POLICE & SURVEILLANCE INC	PO BOX 75 BARDSTOWN, KY 40004 US	877-880-5677	Security
KERAMIDA ENVIRONMENTAL, INC	401 N COLLEGE AVE INDIANAPOLIS, IN 46202	317-685-8231	Environmental Engineering
KING'S TRUCKING & EXCAVATION, INC	9804 EAST CO RD 800 NORTH SEYMOUR, IN 47274 US	812-522-6973	Hauling
LAPORTE CONSTRUCTION CO, INC.	PO BOX 577	574-876-2772	Guardrail
LAWN & SHRUB, INC.	3721 NORTH 500 EAST LAFAYETTE, IN 47905-7867	765-589-3276	Landscaping
LAZER LINES, LLC	5307 AUTUMN LN LAFAYETTE, IN 47909	0	Striping
LESLIE COATINGS, INC.	1101 E 30th Street Indianapolis, IN 46205	317-926-3411	Color Coating, Athletic Tracks
LIGHTLE ENTERPRISE OF OHIO, LLC	PO BOX 329 FRANKFORT, OH 45628-0329		Temp Signals
LINEAL CONTRACTING, INC.	2922 MITCHELL ROAD	812-277-0477	Electrical
LOVELACE ELECTRIC COMPANY, INC.	1414 LAFAYETTE AVENUE COLUMBUS, IN 47201	812-379-2111	Electrical
LUDWIG CONTRACTING, INC	PO BOX 128 CEDAR GROVE, IN 47016	765-647-4424	Electrical
M.A.C TRUCKING, INC	1116 N.W. 5TH STREET RICHMOND, IN 47374	765-962-5113	Hauling
MADE-RITE FENCE COMPANY	10622 EAST 25TH STREET COLUMBUS, IN 47203	812-350-7125	Fencing
MARTELL ELECTRIC, LLC	4601 CLEVELAND ROAD SOUTH BEND, IN 46628	574-245-4648	Electrical
MASON PRIVATE LOCATING, LLC	1255 E COUNTY ROAD 900 N PITTSBORO, IN 46167 US	317-503-2342	Utility Locates
MASTERCRAFT MECHANICAL CONTRACTORS, INC	13980 E CAPT WJ NELSON DRIVE, SUITE C-1 ODON, IN 47562-5632 US	812-863-9080	Steamline
MATERIAL TRANSFER INC	7811 WEST 101ST AVE CROWN POINT, IN 46307	219-865-9575	Hauling
MAXIM CRANE WORKS	P.O. BOX 99610 CHICAGO, IL 60677-4003	800/766-9764	Cranes
MCCRITE MILLING & CONSTRUCTION CO., INC.	810 Industrial Blvd New Albany, IN 47150 US	812-941-0252	Milling
MCKINNEY DRILLING COMPANY	1838 S PRESTON HIGHWAY SHEPHERDSVILLE, KY 40165	502-955-8474	Drilling
MEEKS & COMPANY PROFESSIONAL SURVEYING INC	PO BOX 5 SCIPIO, IN 47273 US	812-592-4145	Surveying
MEIER'S LANDSCAPING & LAWN	6809 COLUMBIA AVE, STE A HAMMOND, IN 46324	219-989-9070	Landscaping
MELTON'S TREE SERVICE	204 INDIANA STREET LOOGOOTEE, IN 47553 US	812-295-4748	Tree Cutting
METRO EXCAVATING CORP	P.O. BOX 890 CEDAR LAKE, IN 46303	219-374-7610	Storm Sewer
MICHIANA CONTRACTING INC	PO BOX 929 PLYMOUTH, IN 46563	219-936-8613	Traffic signs, electrical
MID AMERICA MILLING COMPANY, LLC	6200 E Highway 62, Buildiing 2501, Suite 400 Jeffersonville, IN 47130-8769	(812) 282-2751	Milling
MIDWEST MOLE, INC.	6814 W 350 N GREENFIELD, IN 46140	317-545-1335	Pipe Boring
MIDWEST RENTALS, INC.	2725 OLD US HWY 231 S. LAFAYETTE, IN 47909	765-423-5543	Fencing
MIDWESTERN ELECTRIC, INC.	3385 N Arlington Avenue Indianapolis, IN 46218-2542	317-545-7641	Traffic Signals, Electrical
MILESTONE FENCE LLC	13399 MCKINLEY HWY MISHAWAKA, IN 46545 US		Fencing
MILLER-EADS COMPANY, INC.	P.O. BOX 55234 INDIANAPOLIS, IN 46205	317/545-7101	Electrical
MODERN EDGE LANDSCAPING	653 STEELE DR VALPARAISO, IN 46385	219-707-8467	Landscaping
MONUMENT ENGINEERING LLC	1608 NORTHWOOD DRIVE INDIANAPOLIS, IN 46240	0	Erosion Control Plan
MORIN'S LANDSCAPING, LLC	1905 W. COUNTY ROAD 350 N NORTH VERNON, IN 47265	812-352-7587	Landscaping
MORPHEY CONSTRUCTION, INC.	1499 N Sherman Drive Indianapolis, IN 46201	317-356-9250	Traffic Signals, Electrical
MR FENCE IT	402 SOUTH 4TH STREET LAFAYETTE, IN 47901	1-765-742-4822	Fencing
MT CARMEL STABILIZATION GROUP	PO Box 458 Mount Carmel, IL 62863-0458	618-262-5118	Soil Modification
MULLEN SEAL 'N STRIPE	5876 NOLANDS FORK ROAD RICHMOND, IN 47374	1-765-935-3162	Seal Coating & Striping
N.I. SPANOS PAINTING	1310 WEST 99TH AVENUE CROWN POINT, IN 46307 US	219-662-9092	Bridge Painting
NATIONAL RAILROAD SAFETY SERVICES INC	7395 KINGSGATE WAY WEST CHESTER, OH 45069 US	877-984-67777	Railroad Track
NATURAL CONSTRUCTION, INC	PO BOX 306 FORTVILLE, IN 46040 US	317-318-2490	Concrete
NATURE'S WAY, INC.	PO BOX 6896 BLOOMINGTON, IN 47407	812-876-7888	Landscaping
NS SERVICES, LLC	4974 S. COBBLESTONE DRIVE ZIONSVILLE, IN 46077	317-753-5581	Erosion Control Plan
OLER FENCE, INC	PO BOX 216 CENTERVILLE, IN 47330	765/962-2933	Fencing
OLYMPUS PAINTING, LLC	415 SCARBOROUGH ROAD VALPRAISO, IN 46385 US	219-973-8530	Painting
OPEN ROAD PAVING COMPANY, LLC	PO BOX 1700 CHAMPAIGN, IL 61824-1700 US	217-356-7288	Inertial Profiler
OTTO'S PARKING MARKING COMPANY, INC.	2449 EAST MAIN STREET GREENWOOD, IN 46143	317-882-8933	Markings, Bumpers
OVERALL CONSULTING, LLC	4680 BARLIN CT SACRAMENTO, CA 95822	951-258-9265	Scheduling
P & C TRUCKING	4410 ROSS ROAD GARY, IN 46408	219-972-0193	Hauling
PARSONS TRANSPORATION GROUP	LOCKBOX 88960 CHICAGO, IL 60695-1960 US	317-616-1000	Design Engineering
PATRIOT ENGINEERING AND ENVIRONMENTAL, INC	6150 EAST 75TH STREET INDIANAPOLIS, IN 46250 US	317-576-8058	Testing
PAUL I. CRIPE, INC	3939 PRIORITY WAY SOUTH DRIVE, SUITE 200 INDIANAPOLIS, IN 46240 US	317-844-6777	Construction Staking

PAVEMENT MAINTENANCE SYSTEMS	384 INDUSTRIAL PARKWAY IMLAY CITY, MI 48444	810-724-4767	Microsurfacing
PENHALL COMPANY	14045 NORTHDALE BLVD. ROGERS, MN 55374	763-4282244	Milled Corrugations
PEYTON'S BARRICADE & SIGN CO	814 SPRING STREET JEFFERSONVILLE, IN 47130 US	812-283-6461	Traffic Signs
PINPOINT SERVICES, LLC	12514 STRAWTOWN AVE NOBLESVILLE, IN 46060 US	317-758-4645	Cutting & Grinding
POINDEXTER EXCAVATING, INC.	PO BOX 36399 INDIANAPOLIS, IN 46236-0399	317-823-6837	Earthwork, storm
POYNTER SHEET METAL	775 COMMERCE PARKWAY WEST DRIVE GREENWOOD, IN 46143		Metal Fabrication
PREFERRED CONSTRUCTION INC	4130 EAST STEELTON AVE TERRE HAUTE, IN 47805	0	Striping
PREMIUM CONCRETE SERVICE, INC	712 RICHMOND STREET ELKHART, IN 46516-3785 US	574-264-0196	Concrete
PRIMERA ENGINEERS, LTD.	550 W. JACKSON BLVD., SUITE 600 CHICAGO, IL 60661	312-606-0910	Erosion Control Plan
PROFESSIONAL CONCRETE CUTTING AND DRILLING LLC	14124 EAST STATE ROAD 46 COLUMBUS, IN 47203 US	812-390-0196	Saw Cutting
PROJECT PHOTO DOCS, LLC	5137 KELLER COURT INDIANAPOLIS, IN 46254	317-771-9458	Project video
PROTECTION PLUS, INC.	2345 SOUTH LYNHURST, SUITE 200 INDIANAPOLIS, IN 46241	317-244-7569	Security
PYRAMID SIGN & DESIGN, INC.	515 FARABEE DRIVE LAFAYETTE, IN 47905	765-447-4174	Sign Fabrication
QUALITY SAW AND SEAL	7600 WEST 79TH STREET BRIDGEVIEW, IL 60455	708-728-1895	Bump Grinding
R.H. MARLIN INC	1151 W. THOMPSON AVE., SUITE 1	317-786-4356	Cranes
R.L. MCCOY, INC	7898 EAST LINCOLNWAY	260-625-3443	Concrete Pumping
R.L.H. SEALCOATING	1970 STATE ROAD 44 MARTINSVILLE, IN 46151 US	765-342-8633	Seal Coating
RAGLE, INC.	PO BOX 444 NEWBURGH, IN 47629	812-853-9558	Electrical
RAM CONSTRUCTION SERVICES	13800 ECKLES ROAD LIVONIA, MI 48150 US	734-464-3800	Bridges
RAMON EXCAVATING, INC	7690 W GIFFORD ROAD BLOOMINGTON, IN 47403 US	812-825-2164	Hauling
RANGELINE TAPPING SERVICE	PO BOX 210155 ROYAL PALM BEACH, FL 33421	800-346-5971	Storm Sewer
RENASCENT, INC	6325 DIGITAL WAY, SUITE 300	317-533-7300	Demolition
RESOLUTION GROUP, INC	7155 SHADELAND STATION WAY, SUITE 160 INDIANAPOLIS, IN 46256 US	317-407-4914	Erosion Control Plan
REX CONSTRUCTION	700 SCHILLER AVENUE SCHERERVILLE, IN 46375	219-322-8090	Storm Sewer
RIETH RILEY CONSTRUCTION	PO Box 276 Indianapolis, IN 46206	317-634-5561	Undersealing
RINEHART'S LAWN CARE LANDSCAPING & SNOW REMOVAL	5905 STATE ROAD 121 RICHMOND, IN 47374 US	765-962-7940	Landscaping
RIVERTOWN CONSTRUCTION, LLC	PO BOX 444 NEWBURGH, IN 47629	812-853-8122	Concrete
ROAD FABRICS, INC.	PO BOX 87380 CAROL STREAM, IL 60188	630-293-3111	Geotextile installation
ROADSAFE TRAFFIC SYSTEMS	3122 OLYMPIA DRIVE LAFAYETTE, IN 47909	765-471-8891	Traffic Signs/Markings
ROBERT H WARD & ASSOC INC	3300 HOLEMAN AVE SO CHICAGO HEIGHTS, IL 60411	0	Bridge concrete patching
ROCK SOLID MASONRY, LLC	5069 PRODUCTION DRIVE BLOOMINGTON, IN 47403 US	812-824-9505	Masonry
ROCK SOLID STABILIZATION & RECLAMATION	1001 WILLIAMS ROAD GENOA CITY, WI 53128	262-240-4100	Soil Modification
ROMCO OF COLUMBUS, INC.	1649 Rich Road Richmond, IN 47374	765-966-0857	Hauling
ROUDEBUSH GRADING, INC	17155 HARGER COURT NOBLESVILLE, IN 46060 US	317-770-9970	Seeding, Sodding, Grading
RUSSELS TREE SERVICE	12295 SANDALWOOD DR DEMOTTE, IN 46310	219-987-4378	Tree Cutting
S.J. LUDLOW CONSULTING ENGINEERS, INC	450 EAST 96TH STREET, SUITE 500 INDIANAPOLIS, IN 46240 US	317-371-5539	Testing
S/T BANCROFT ELECTRIC	25020 STATE ROAD 2 SOUTH BEND, IN 46619	574-287-6490	Electrical
SAN CORPORATION	1112 E SUMMIT ST STE B CROWN POINT, IN 46307	219-299-6830	Hauling
SCA OF IN, LLC	PO BOX 74324 CLEVELAND OH, 44194	216-273-2982	Sweeping
SCHERZINGER DRILLING, INC.	PO BOX 202 MIAMITOWN, OH 45041	513-738-2000	Drilling
SECURITY INDUSTRIES	1000 GEORGIANA ST HOBART, IN 46342	219-942-9447	Fencing
SHAMBAUGH & SON, L.P.	PO BOX 1287 FORT WAYNE, IN 46801	260-497-1551	Traffic Signals, Electrical
SIGNAL CONSTRUCTION INC.	5639 W US 40 Greenfield, IN 46140	317-894-0120	Traffic Signals, Electrical
SITE SERVICES INC	10117 KENNEDY AVE HIGHLAND, IN 46322	219-924-9944	Pavement Markings
SITE-TECH CORPORATION	1250 E CR 700 S Lewisville, IN 47352	317-467-9590	Clearing
SITE-TECH OF INDIANA, LLC	2868 W COUNTY RD 500 S GREENSBURG, IN 47240	812-614-6066	Clearing
SLUSSER'S GREEN THUMB, INC.	PO Box 33 Logansport, IN 46947-0033	800-762-7442	Seeding, Sodding, Grading
SMITH BREHOB & ASSOCIATES, INC	2755 E CANADA DRIVE, SUITE 102 BLOOMINGTON, IN 47401 US	812-336-6536	Construction Engineering
SNEDEGAR CONSTRUCTION, INC	6935 SOUTH OLD ST RD 37 BLOOMINGTON, IN 47403 US	812-824-6889	Storm Sewer
SNYDER CONSTRUCTION CO	150 HETH WASHINGTON ROAD CORYDON, IN 47112	812-732-4831	Boring
SPECIALTIES COMPANY, LLC.	9350 E. 30th Street Indianapolis, IN 46229	317-594-0291	Milling, Guardrail, Concrete
STAR ENVIRONMENTAL, INC.	2215 ALVORD STREET INDIANAPOLIS, IN 46205	317-295-1281	Environmental Hazards
STATE BARRICADING, INC.	24963 US HIGHWAY 20 WEST SOUTH BEND, IN 46628	574-287-2078	Pavement Markings
STRAIGHT LINES, INC.	1251 SHADELAND RD LAFAYETTE, IN 47909	765-538-3485	Sealing
STREET SMART RENTALS LLC	6811 137TH ST NE COLUMBUS, MN 55025	406-272-0977	Portable traffic signals

SUMMERSGRADING SERVICE LLC	8703 HIGH JACKSON RD CHARLESTOWN, IN 47111	502-773-2781	Landscaping
SUPERIOR CONSTRUCTION CO, INC	1455 LOUIS SULLIVAN DR PORTAGE, IN 46368	219-787-0850	Hauling
SUPERIOR TRAFFIC SERVICES, LLC	6811 137TH AVE NE COLUMBUS, MN 55025	0	Portable traffic signals
SURFACE PREPARATION TECHNOLOGIES, LLC	PO BOX 834 NEW KINGSTOWN, PA 17072 US	717-697-1450	Milled Corrugations
SWANK CONSTRUCTION COMPANY	632 HUNT VALLEY CIRCLE NEW KENSINGTON, PA 15068	724-335-6000	Bump Grinding
SWENEY ELECTRIC COMPANY	9111 LOUISIANA ST MERRILLVILLE, IN 46410	219-769-6007	Electrical
T & J LANDSCAPE SERVICES INC	12638 WICKER AVE CEDAR LAKE, IN 46303	219-374-9900	Landscaping
TATMAN SIMS & PEDIGO CORP	8311 N LEE PAUL ROAD BLOOMINGTON, IN 47404 US	812-935-8772	Surface Seal
TBIRD DESIGN SERVICES	105 N 10TH STREET LAFAYETTE, IN 47901	765-742-1900	Surveying
TC ELECTRIC, INC	2817 W 100 S FRANKLIN, IN 46131	765-425-7109	Electrical
TEMPLE & TEMPLE EXCAVATING & PAVING, INC	1367 S STATE RD 60 SALEM, IN 47167	812-883-6644	Pipe Liner
TENNIS TECHNOLOGY INC	5510 POPLAR PARK BLVD LOUISVILLE, KY 40228	0	Athletic track
TERRACON CONSULTANTS, INC	PO BOX 959673 ST LOUIS, MO 63195	800-593-7777	Geotechincal Services
TERRELL LAWN CARE & EXCAVATING	519 N 475 W SWITZ CITY, IN 46465 US		Landscaping
THE NEW GROUP INC	1339 SUNDAY DRIVE INDIANAPOLIS, IN 46217 US	317-783-7124	Waterproofing
THOMAS INDUSTRIAL COATING	2070 HIGHWAY Z PEVELY, MO 63070 US	636-475-3500	Bridge Painting
TIFFANY LAWN & GARDEN SUPPLY, INC.	4931 ROBISON ROAD INDIANAPOLIS, IN 46268	317/228-4900	Topsoil
TIMBER MASTERS LLC	P.O. BOX 245 DYER, IN 46311	219-864-8733	Tree Cutting
T-N-T TREE SERVICE, LLC	5884 AUBREY LANE LAFAYETTE, IN 47905	765-296-7312	Tree Cutting
TOTAL ALIGNMENT AND PRECISION SERVICES, INC	PO BOX 1074 PUNXSUTAWNEY, PA 15767	502-269-5418	Surveying
TOUGH CUT CONCRETE SERVICES, INC.	PO BOX 1536 FRANKFORT, IL 60423	815-464-8462	Grooving
TRAFFIC CONTROL SPECIALISTS, INC	1810 W PACIFIC AVENUE KNOX, IN 46534 US	574-772-7001	Raised Pavement Markings
TRAFFIC MANAGEMENT COMPANY, INC.	3542 HIGHWAY AVE. HIGHLAND, IN 46322	219-746-2433	Striping
TRI-STATE FORESTRY SERVICES INC	15170 RIVER ROAD NOBLESVILLE, IN 46062 US	765-332-2649	Tree Cutting
TURN KEY TUNNELING, INC	1247 STIMMEL ROAD COLUMBUS, OH 43223 US	614-275-4832	Pipe Boring, Jacking
TYROLT, INC. DBA DUNN COMPANY	724 N MERCER STREET	217-429-4444	Asphalt Paving
UNITED CONSULTING	8440 ALLISON POINT BLVD, SUITE 200 INDIANAPOLIS, IN 46250 US	317-895-2585	Construction Staking
US HYDROVAC, INC	125 W. SOUTH STREET, UNIT 1751 INDIANAPOLIS, IN 46206 US	317-296-8003	Hydro Demolition
USI CONSULTANTS, INC	8415 E 56th Street Indianapolis, IN 46216-2200	317-544-4996	Construction Staking
V & R TRUCKING INC	1845 ELMER ST SOUTH BEND, IN 46628	574-329-2102	Hauling
VENUS PAINTING CO INC	443 FORESTWOOD DR VALPARAISO, IN 46385 US	219-531-9364	Bridge Painting
VET ENVIRONMENTAL ENGINEERING, LLC	2335 WEST FOUNTAIN DRIVE BLOOMINGTON, IN 47404	812-822-0400	Erosion Control Plan
VIBRA-TECH ENGINEERS, INC.	PO BOX 266 GLASGOW, KY 42141	570-455-5861	Vibration monitoring
VIBRONICS, INC	PO BOX 5488 EVANSVILLE, IN 47716 US	812-205-8001	Testing
VICTORY TRUCKING & SUPPLY INC DBA THREE RIVERS BARRICADE	3330 TAYLOR STREET FORT WAYNE, IN 46802	260/436-1611	Striping
W.W. CONTRACTING, INC.	4902 STATE ROAD 25 W LAFAYETTE, IN 47909	765-250-8935	Boring
WATSON'S TREE SERVICE, INC.	2953 E DETROIT RD NILES, MI 49120	269-683-5305	Tree Cutting
WAYNE ASPHALT & CONSTRUCTION CO., INC.	6600 ARDMORE AVENUE FORT WAYNE, IN 46809	260-747-7531	Asphalt Paving
WEAVER CONSULTANTS GROUP LLC	8203 SOLUTIONS CENTER CHICAGO, IL 60677	574-271-3447	Geotechincal Services
WEDDLE BROS. BUILDING GROUP, LLC	PO BOX 1330 BLOOMINGTON, IN 47402 US	812-339-9500	Building Construction
WEIHE ENGINEERS, INC.	10505 NORTH COLLEGE AVENUE INDIANAPOLIS, IN 46280	317/846-6611	Surveying
WESSLER ENGINEERING, INC	6219 SOUTH EAST STREET INDIANAPOLIS, IN 46227	317-788-4551	Erosion Control Plan
WHITEHEAD CONSTRUCTION, INC	875 E BUSINESS 30 COLUMBIA CITY, IN 46725 US	260-999-4156	Concrete
WIRTZ & YATES, INC	P.O. BOX 41 KENTLAND, IN 47951	219-474-6542	Storm Sewer
WOODRUFF & SONS	P.O. BOX 450 MICHIGAN CITY, IN 46361	219-872-8605	Storm Sewer
YOUNG TRUCKING, INC	8647 E STATE ROAD 45 UNIONVILLE, IN 47468	812-332-0403	Hauling

AS OF 2/28/2026

Mobile Equipment

Acq Date	System No	Description	G/L Asset Account No
5/6/1992	1	Dump Body	130100
6/14/1989	35	86 FORD PICKUP	130100
7/5/1988	39	88 UTIL BED	130100
3/20/1993	40	89 FORD F82	130100
9/20/1993	93	UTIL BED W/CRANE	130100
10/9/1980	117	80 DUMP BED	130100
10/9/1980	118	80 DUMP BED	130100
3/28/1987	119	87 DUMP BED	130100
3/28/1987	121	87 DUMP BED	130100
5/1/1992	167	WATER TANK	130100
4/17/1989	536	Ford Distributor Truck	130100
8/24/1988	552	International Water Truck	130100
11/1/1988	577	International F&W Truck	130100
8/1/1994	578	International F&W Truck	130100
5/15/1995	579	Repair Eq 38012 -	130100
11/5/1974	622	International Flatbed Truck	130100
6/3/1980	626	Ford Dump Truck	130100
6/3/1991	659	Lowboy Trailer	130100
10/1/1995	671	Trail King Lowboy Trailer	130100
4/1/1996	677	Landoll Asph Support Trailer	130100
1/31/1986	678	Tyson Office Trailer	130100
5/31/1980	680	Office Trailer	130100
3/28/1988	683	Office Trailer	130100
5/20/1993	689	Tyson Office Trailer	130100
6/3/1991	691	Trailer	130100
6/3/1991	692	Trailer	130100
7/18/1985	694	Trailer	130100
5/12/1993	696	Trailer	130100
5/31/1988	697	Trailer	130100
5/31/1980	699	Stoughton Tool Trailer	130100
9/28/1968	702	Butler Trailer	130100
4/22/1969	703	Butler Trailer	130100
8/13/1988	715	Curtiss Trailer	130100
5/31/1989	716	Cronkite Trailer	130100
4/9/1991	717	Cronkite Trailer	130100
7/14/1994	720	Trailer	130100
7/14/1994	721	Trailer	130100
7/1/1995	723	Dorsy Van Trailer	130100
7/1/1995	724	Dorsy Van Trailer	130100
8/1/1995	725	Brae Tool Van Trailer	130100
1/16/1996	727	Nuway Trailer	130100
6/30/1994	941	Chevrolet Pick Up Truck	130100
8/1/1997	1831	Repair Eq 37007 - Water Tank	130100
9/1/1997	1856	International F&W Truck	130100
2/1/1998	1921	Repair Eq 37007 -	130100
2/24/1999	2201	International Dump Truck	130100
6/12/2000	2411	Interstate Support Trailer	130100
6/29/2001	2554	International 1995 F&W Truck	130100
6/1/2003	2830	Repair Eq 38012 -	130100
2/1/2004	2916	Cronkhite Trailer	130100
2/1/2004	2918	Cronkhite Trailer	130100
3/1/2004	2920	Support Truck	130100
3/1/2004	2928	Landoll Trailer	130100
5/1/2004	2975	Rebuild Eq 41070	130100
4/1/2005	3079	Eager Beaver 10T Truck	130100
4/1/2005	3082	Freightliner Truck	130100
4/1/2005	3083	Ford Service Truck	130100
7/1/2005	3134	Rebuild Eq 54059	130100
12/1/2005	3176	2006 Ford Service Truck	130100
8/1/2006	3242	Etynre 55 Ton Trailer	130100
1/1/2007	3271	Ford Service Truck	130100
3/1/2007	3287	Trailer	130100
4/1/2007	3296	Ford Service Truck	130100
4/1/2007	3299	Sterling F/W Truck	130100
5/1/2007	3316	Sterling F/W Truck	130100
1/1/2008	3370	Sterling T/A Field Water Truck	130100
1/1/2008	3371	Sterling S/A Field Water Truck	130100
1/1/2008	3373	Sterling F/W Truck	130100

5/1/2008	3406	Ford Service Truck	130100
5/1/2008	3407	Ford Service Truck	130100
12/1/2008	3478	Sterling Flatbed Truck	130100
12/1/2008	3479	Sterling Flatbed Truck	130100
3/1/2009	3488	Freightliner Concrete Support Truck	130100
4/1/2009	3493	Profilograph Trailer	130100
5/1/2009	3502	Corn Pro 14' Conc Form Trailer	130100
7/1/2009	3527	Sterling Flatbed Truck	130100
3/1/2010	3621	Ford Service Truck	130100
3/1/2010	3622	Etnyre 55 Ton Trailer	130100
4/1/2010	3638	Ford Service Truck Modifications	130100
6/1/2010	3718	Ford Service Truck Modifications	130100
7/1/2010	3721	Ferocity 7X16 Cargo Trailer	130100
5/1/2011	3757	Ford Service Truck	130100
5/1/2011	3758	Ford Service Truck	130100
11/1/2012	3884	Strick Van Trailer	130100
11/1/2012	3886	Great Dane 48' Trailer	130100
11/1/2012	3888	Kentucky Concrete Tool Trailer	130100
11/1/2012	3889	Mack Lube Truck	130100
11/1/2012	3890	9 Ton Equip Trailer	130100
11/1/2012	3894	AutoCar Water Truck	130100
11/1/2012	3901	Chevy 2500 Truck	130100
11/1/2012	3907	Mack Tandem Dump	130100
11/1/2012	3908	Mack Tandem Dump	130100
11/1/2012	3914	Chevy 1500 Truck	130100
11/1/2012	3920	Ford F550 White Flatbed	130100
11/1/2012	3925	Ford F650 Mech Truck	130100
11/1/2012	3929	Freightliner FL70 Truck	130100
11/1/2012	4361	TYMCO BAH 600 Street Sweeper	130100
11/1/2012	3933	E Tenn 7X14 Cargo Trailer	130100
11/1/2012	3937	Epoxy Trailer	130100
11/1/2012	3938	Night Hawk 7X19 Trailer	130100
11/1/2012	3939	Wabash National 53' Beam Trailer	130100
11/1/2012	3940	Monon QC/QA Trailer	130100
11/1/2012	3941	Tyson QC/QA Trailer	130100
11/1/2012	3942	QC/QA Field Trailer	130100
2/1/2013	4109	Intl 4300 S/A F/W Truck	130100
2/1/2013	4111	Intl 4300 S/A Dump Truck	130100
2/1/2013	4112	Intl 7300 Distributor	130100
2/1/2013	4115	Chevy 2500 Utility Truck	130100
2/1/2013	4152	Etnyre Lowboy Trailer	130100
2/1/2013	4153	Cronkhite 6x20 Trailer	130100
2/1/2013	4156	Cargo Express 7x16 Trailer	130100
3/1/2013	4183	Chevy 1500 Truck	130100
3/1/2013	4186	Chevy 1500 Truck	130100
4/1/2014	4289	Chevy 1500 Truck	130100
6/1/2014	4320	PJ 7x16 Concrete Trailer	130100
6/1/2014	4321	PJ 7x18 Concrete Trailer	130100
6/1/2014	4330	Chevy 2500 Utility Truck	130100
6/1/2014	4331	Sterling Field Water Truck	130100
7/1/2014	4338	Etynre 55 Ton Trailer	130100
11/1/2014	4356	Chevy 2500 Truck	130100
11/1/2014	4357	PJ 7x18 Utility Trailer	130100
4/1/2015	4399	Suretrac 7x20 Trailer	130100
4/1/2015	4400	Suretrac 7x20 Trailer	130100
5/1/2015	4417	Ford F550 Flatbed Truck	130100
5/1/2015	4420	Suretrac 7x16 Trailer	130100
6/1/2015	4430	PJ 18+2 Utility Trailer	130100
6/1/2015	4431	Cargo Mate 7x18 Trailer	130100
7/1/2015	4442	Attenuator Truck	130100
8/1/2015	4445	Freightliner Distributor	130100
8/1/2015	4448	Chevy 3500 Flatbed Truck	130100
8/1/2015	4452	PJ 18+2 Utility Trailer	130100
9/1/2015	4488	Int'l Tri-Axle Dump Truck	130100
10/1/2015	4497	Etnyre 55 Ton Trailer	130100
11/1/2015	4507	Chevy 2500 Utility Truck	130100
11/1/2015	4508	Chevy 3500 Utility Truck	130100
11/1/2015	4509	Chevy 3500 Utility Truck	130100
11/1/2015	4510	Chevy 3500 Utility Truck	130100
11/1/2015	4511	Chevy 2500 Utility Truck	130100
11/1/2015	4512	Chevy 2500 Utility Truck	130100
11/1/2015	4513	Chevy 2500 Utility Truck	130100
11/1/2015	4514	Chevy 2500 Utility Truck	130100

11/1/2015	4515	Chevy 3500 Utility Truck	130100
11/1/2015	4516	Chevy 3500 Utility Truck	130100
11/1/2015	4517	Chevy 3500 Utility Truck	130100
11/1/2015	4520	Arrowboard - 25 Light Wireless	130100
11/1/2015	4530	Chevy 3500 Utility Truck	130100
2/1/2016	4558	Chevy 3500 Flatbed Truck	130100
3/1/2016	4578	Int' S/A Field/Water Truck	130100
3/1/2016	4581	Chevy 2500 Truck	130100
3/1/2016	4586	Chevy 2500 Truck	130100
4/1/2016	4603	Chevy 1500 Truck	130100
4/1/2016	4604	Chevy 1500 Truck	130100
4/1/2016	4605	Intl 7300 Distributor	130100
4/1/2016	4606	Chevy 3500 Flatbed Truck	130100
4/1/2016	4607	Chevy 3500 Saw Truck	130100
5/1/2016	4630	Trailmobile Van Trailer	130100
5/1/2016	4631	Fruehauf Van Trailer	130100
8/1/2016	4688	Kenworth T300 S/A F/W Truck	130100
8/1/2016	4703	PJ 18+2 Utility Trailer	130100
8/1/2016	4705	Chevy 1500 Truck	130100
8/1/2016	4706	Chevy 1500 Truck	130100
8/1/2016	4708	Chevy 2500 Truck	130100
10/1/2016	4732	Sure Trac 7x14 Cargo Trailer	130100
10/1/2016	4737	Repair 90466 - Transmission	130100
11/1/2016	4762	Trail King Stepdeck Trailer	130100
2/1/2017	4787	Chevy 2500 Utility Truck	130100
2/1/2017	4792	Cargo Mate 7x14 Trailer	130100
2/1/2017	4797	Great Dane 53' Trailer	130100
2/1/2017	4798	Fontaine Drop Deck Trailer	130100
3/1/2017	4799	Sure Trac 7x14 Cargo Trailer	130100
3/1/2017	4808	Freightliner Attenuator Truck	130100
3/1/2017	4812	Ford F750 Serivice Truck	130100
4/1/2017	4818	PJ 20' Barrel Trailer	130100
4/1/2017	4821	PJ 7x14 Dump Trailer	130100
4/1/2017	4827	PJ Trailer 20+5 Trailer	130100
4/1/2017	4838	Intl 7300 Distributor	130100
4/1/2017	4839	Intl 7300 Distributor	130100
5/1/2017	4872	Ford F350 Flatbed Truck	130100
5/1/2017	4873	PJ 7x14 Dump Trailer	130100
5/1/2017	4876	Repair 53593 - Rear Assembly	130100
7/1/2017	4901	Mack Lowboy Tractor	130100
7/1/2017	4905	Cargo Mate 8x16 Trailer	130100
7/1/2017	4910	Ford Service Truck	130100
7/1/2017	4911	Ford Service Truck	130100
8/1/2017	4919	Repair 37033 - Misc	130100
9/1/2017	4924	International Attenuator Truck	130100
9/1/2017	4925	Truck Mounted Attenuator	130100
9/1/2017	4926	International Attenuator Truck	130100
9/1/2017	4927	Truck Mounted Attenuator	130100
9/1/2017	4941	PJ 8x20 Barrel Trailer	130100
10/1/2017	4951	Chevy 2500 4x4 Utility Truck	130100
10/1/2017	4952	Chevy 2500 Truck	130100
10/1/2017	4954	International Attenuator Truck	130100
11/1/2017	4984	Chevy 3500 Flatbed Truck	130100
11/1/2017	4993	Truck Mounted Attenuator	130100
2/1/2018	5023	PJ 7x14 Dump Trailer	130100
2/1/2018	5024	PJ 7x14 Dump Trailer	130100
3/1/2018	5030	Freightliner F/W Truck	130100
4/1/2018	5037	Freightliner Lube Truck	130100
4/1/2018	5043	PJ 20+2 Utility Tractor	130100
4/1/2018	5044	PJ 20+2 Utility Tractor	130100
4/1/2018	5045	Chevy 2500 Ext Truck	130100
4/1/2018	5047	Chevy 2500 Ext Truck	130100
5/1/2018	5089	Chevy 2500 Ext Truck	130100
6/1/2018	5107	Ford F350 Flatbed Truck	130100
6/1/2018	5115	Freightliner F/W Truck	130100
7/1/2018	5127	Int'l 7300 Distributor	130100
8/1/2018	5134	Freightliner F/W Truck	130100
9/1/2018	5140	Free Standing Tank	130100
9/1/2018	5141	Free Standing Tank	130100
9/1/2018	5148	PJ 20+2 Utility Trailer	130100
10/1/2018	5152	Chevy 2500 Truck	130100
10/1/2018	5153	Chevy 2500 Truck	130100
10/1/2018	5154	Chevy 2500 Truck	130100

10/1/2018	5157	Cargo Mate 7x14 Trailer	130100
10/1/2018	5158	PJ 20' Trailer	130100
10/1/2018	5160	Etnyre 4/A Lowboy Trailer	130100
1/1/2019	5197	Chevy 1500 Truck	130100
1/1/2019	5204	Sure Trac Dump Trailer	130100
1/1/2019	5205	Ferocity Enclosed 16' Trailer	130100
1/1/2019	5206	Mack RD688 Dump Truck	130100
1/1/2019	5207	Talbert Lowboy Trailer	130100
1/1/2019	5212	Ford F450 Flatbed Truck	130100
2/1/2019	5215	Freightliner F/W Truck	130100
3/1/2019	5216	International Distributor	130100
3/1/2019	5217	International Distributor	130100
3/1/2019	5218	PJ 20' Utility Trailer	130100
3/1/2019	5219	PJ 20' Utility Trailer	130100
3/1/2019	5220	PJ 7x14 Dump Trailer	130100
3/1/2019	5221	PJ 20+2 Utility Trailer	130100
4/1/2019	5229	PJ 20+2 Utility Trailer	130100
4/1/2019	5230	PJ 20' Trailer	130100
4/1/2019	5238	Kenworth 3/A Tractor	130100
4/1/2019	5248	Freigthliner F/W Truck	130100
4/1/2019	5249	Ford F550 Flatbed Truck	130100
4/1/2019	5251	Freightliner Flatbed Dump Truck	130100
4/1/2019	5252	Cargo Mate 8x16 Trailer	130100
5/1/2019	5256	PJ 7x14 Dump Trailer	130100
5/1/2019	5257	Intl Flatbed Dump Truck	130100
5/1/2019	5269	Ford F350 Truck	130100
5/1/2019	5270	Ford F350 Truck	130100
5/1/2019	5271	Mack Lowboy Tractor	130100
5/1/2019	5273	Mack Lowboy Tractor	130100
6/1/2019	5379	Mack Lowboy Tractor	130100
6/1/2019	5383	Repair 54068 - New Engine	130100
6/1/2019	5387	Doolittle High Speed Profiler Trailer	130100
6/1/2019	5391	Barrel Mover 5000	130100
7/1/2019	5392	Transcraft 53' Flat Trailer	130100
7/1/2019	5395	Intl Flatbed MOT Truck	130100
7/1/2019	5399	Mack 2/A Dump Truck	130100
7/1/2019	5403	GMC 5500 Service Truck	130100
7/1/2019	5405	Intl T/A 2000G Water Truck	130100
8/1/2019	5407	Etnyre 55 Ton Trailer	130100
8/1/2019	5408	Ford F450 Ext Conc Truck	130100
8/1/2019	5409	Freightliner F/W Truck	130100
9/1/2019	5430	Chevy 5500 Service Truck	130100
9/1/2019	5431	Chevy 5500 Service Truck	130100
10/1/2019	5434	Chevy 1500 Truck	130100
10/1/2019	5437	Repair 90500- New Engine	130100
10/1/2019	5439	Ford F550 Service Truck	130100
10/1/2019	5440	Chevy 1500 Truck	130100
11/1/2019	5444	Cargo Mate 7x18 Trailer	130100
12/1/2019	5454	Freightliner Flatbed Dump Truck	130100
12/1/2019	5455	Freightliner F/W Truck	130100
1/1/2020	5459	International T/A F/W Truck	130100
1/1/2020	5460	Freightliner F/W Truck	130100
1/1/2020	5461	Welder (Mechanics Truck)	130100
1/1/2020	5462	Welder (Mechanics Truck)	130100
1/1/2020	5463	Welder (Mechanics Truck)	130100
2/1/2020	5466	GMC 3500 Flatbed Truck	130100
3/1/2020	5472	B-B 7x20 Tilt Trailer	130100
3/1/2020	5478	GMC 3500 Flatbed Truck	130100
3/1/2020	5479	GMC 3500 Flatbed Truck	130100
3/1/2020	5480	PJ 7x14 Dump Trailer	130100
3/1/2020	5481	PJ 7x14 Dump Trailer	130100
4/1/2020	5484	B-B 7x20 Tilt Trailer	130100
4/1/2020	5485	B-B 7x20 Tilt Trailer	130100
4/1/2020	5486	PJ 20' Trailer	130100
4/1/2020	5487	PJ 20' Trailer	130100
5/1/2020	5539	Freightliner Attenuator Truck	130100
5/1/2020	5542	B-B 20' Utility Trailer	130100
6/1/2020	5565	B-B 7x20 Tilt Trailer	130100
8/1/2020	5590	Intl HV607 Distributor	130100
8/1/2020	5591	Intl HV607 Distributor	130100
9/1/2020	5592	Freightliner Rollback Truck	130100
9/1/2020	5593	Kenworth 3/A Tractor	130100
9/1/2020	5594	Equip 38048 - Truck Modification	130100

12/1/2020	5603	Peterbilt Service Truck	130100
12/1/2020	5604	Freightliner Service Truck	130100
12/1/2020	5605	Freightliner Service Truck	130100
1/1/2021	5633	Etnyre 55 Ton Trailer	130100
1/1/2021	5634	Intl HV607 Distributor	130100
1/1/2021	5636	Etnyre 55 Ton Trailer	130100
1/1/2021	5637	Chevy 3500 Flatbed Truck	130100
2/1/2021	5638	Mack Lube Truck	130100
2/1/2021	5641	Freightliner 2000G Water Truck	130100
2/1/2021	5642	Freightliner Concrete Flatbed Truck	130100
2/1/2021	5643	Freightliner F/W Truck	130100
2/1/2021	5675	Techrete Concrete Mixer Trailer	130100
2/1/2021	5688	Griffin Dump Trailer	130100
2/1/2021	5690	Load Trail 18' Utility Trailer	130100
2/1/2021	5691	Hudson Deck Over Trailer	130100
2/1/2021	5692	Belshe Equip Trailer	130100
2/1/2021	5693	JJT Utility Trailer	130100
2/1/2021	5696	M&M Utility Trailer	130100
2/1/2021	5697	Monon Tool Trailer	130100
2/1/2021	5698	Kentucky Tool Trailer	130100
2/1/2021	5700	Vorteq Crash Attenuator Trailer	130100
3/1/2021	5702	Isuzu Conc Cure Truck	130100
3/1/2021	41114	Crash Attenuator Attachment	130100
5/1/2021	5763	B-B 7x20 Tilt Trailer	130100
5/1/2021	5766	Freightliner F/W Truck	130100
5/1/2021	5769	Intl T/A F/W Truck	130100
5/1/2021	5770	Freightliner S/A 2000G Water Truck	130100
7/1/2021	5787	Isuzu Conc Cure Truck	130100
8/1/2021	5813	Freightliner Tymco Sweeper Truck	130100
8/1/2021	5862	Cronkhite 7x20 Utility Trailer	130100
8/1/2021	5865	JRC 18' Utility Trailer	130100
8/1/2021	5866	Dorsey Aluminum Flatbed Trailer	130100
8/1/2021	5867	Chevy 3500 Truck	130100
8/1/2021	5868	Chevy 3500 Truck	130100
8/1/2021	5869	Cagro Mate 7x14 Trailer	130100
8/1/2021	5871	JRC 25' Utility Trailer	130100
8/1/2021	5872	PJ 7x24 Utility Trailer	130100
8/1/2021	5873	PJ 7x14 Dump Trailer	130100
8/1/2021	5876	Ford F250 Truck	130100
8/1/2021	5878	Ford F350 Truck	130100
8/1/2021	5879	Chevy 2500 Truck	130100
8/1/2021	5880	Chevy 2500 Truck	130100
8/1/2021	5881	Ford F350 Truck	130100
11/1/2021	5925	Freightliner Tymco 600 Sweeper Truck	130100
12/1/2021	5943	Gallegos Concrete Pig Trailer	130100
2/1/2022	5954	Intl HV607 Distributor	130100
3/1/2022	5975	Chevy Colorado	130100
1/1/2022	5991	Ford F550 Truck	130100
1/1/2022	5992	Ford F150 4x4 Truck	130100
1/1/2022	5993	Ford F550 Service Truck	130100
1/1/2022	5995	Karavan 18' Boat Trailer	130100
1/1/2022	5996	Sure Trac 14' Dump Trailer	130100
1/1/2022	5997	JB Trailer	130100
1/1/2022	5998	Trail King TK20 Eq Trailer	130100
1/1/2022	5999	Trail King TK40 Eq Trailer	130100
1/1/2022	6001	JB Skid Steer Trailer	130100
1/1/2022	6002	Heil 25' Semi Dump Trailer	130100
1/1/2022	6003	JB 24' Flat Trailer	130100
1/1/2022	6004	Butler 9000 Gal Alum Water Trailer	130100
1/1/2022	6005	Fontaine Drop Deck Trailer	130100
1/1/2022	6006	Doonan Drop Deck Trailer	130100
1/1/2022	6008	Field Office Trailer	130100
1/1/2022	6009	Haulin 24' Cargo Trailer	130100
1/1/2022	6010	Haulin 24' Cargo Trailer	130100
1/1/2022	6014	Talbert Lowboy Trailer	130100
1/11/2022	6015	Kaufman 20' Eq Trailer	130100
5/1/2022	6072	Transcraft 48' Flatbed Trailer	130100
5/1/2022	6073	Transcraft 48' Flatbed Trailer	130100
5/1/2022	6074	Transcraft 48' Flatbed Trailer	130100
5/1/2022	6075	Transcraft 48' Flatbed Trailer	130100
5/1/2022	6076	Great Dane 48' Trailer	130100
5/1/2022	6077	Transcraft 48' Flatbed Trailer	130100
5/1/2022	6078	Transcraft 48' Flatbed Trailer	130100

5/1/2022	6079	Transcraft 48' Flatbed Trailer	130100
6/1/2022	6129	Ford Escape	130100
6/1/2022	6130	Chevy 3500 Truck	130100
6/1/2022	6131	Freightliner Fuel/Lube Truck	130100
6/1/2022	6132	Freightliner Sweeper Truck	130100
6/1/2022	6133	B-B 7x22 Tilt Trailer	130100
6/1/2022	6136	Chevy 1500 Truck	130100
6/1/2022	6138	GMC 1500 Truck	130100
8/1/2022	6166	Etnyre 4/A Lowboy Trailer	130100
8/1/2022	6168	Freightliner Service Truck	130100
8/1/2022	6169	Chevy 2500 4x4 Ext Truck	130100
9/1/2022	6201	Chevy Equinox	130100
11/1/2022	6229	Chevy 5500 Service Truck	130100
11/1/2022	6230	Chevy 5500 Service Truck	130100
12/1/2022	6572	Chevy 3500 Crack Kettle Truck	130100
12/1/2022	6573	Chevy 3500 Crack Kettle Truck	130100
12/1/2022	6574	Ford F800 S/A Dist	130100
12/1/2022	6576	Ford F550 Service Truck (Chassis)	130100
12/1/2022	6577	International Attenuator Truck	130100
12/1/2022	6588	Kenworth 3/A Tractor	130100
12/1/2022	6589	Kenworth 3/A Tractor	130100
1/1/2023	6598	Kenworth Service Truck	130100
3/1/2023	6613	Intl HV607 Distributor	130100
3/1/2023	6614	Int HV607 Distributor	130100
3/1/2023	6615	Freightliner Conc Support Truck	130100
3/1/2023	6616	Freightliner F/W Truck	130100
4/1/2023	6632	GMC C5 Transport Bus	130100
4/1/2023	6640	PJ 6x12 Epoxy Trailer	130100
4/1/2023	6643	PJ 7x14 Dump Trailer	130100
4/1/2023	6645	B-B 7x22 Tilt Trailer	130100
4/1/2023	6647	Ford F550 Service Truck (Chassis)	130100
5/1/2023	6665	RawMaxx 7x14 Dump Trailer	130100
5/1/2023	6666	International Conc Truck	130100
5/1/2023	6681	Cargo Mate 7x16 Trailer	130100
7/1/2023	6763	Freightliner Attenuator Truck	130100
7/1/2023	6764	Cargo Mate 7x16 Trailer	130100
7/1/2023	6765	Freightliner Attenuator Truck	130100
7/1/2023	6768	Repair 38048 - Replace Hood	130100
8/1/2023	6792	B-B 7x20 EQ Trailer	130100
8/1/2023	6797	Repair 34091 - Fuel System Replacement	130100
8/1/2023	6801	Kenworth 3/A Tractor	130100
8/1/2023	6802	Kenworth 3/A Tractor	130100
9/1/2023	6808	Chevy 1500 Truck	130100
9/1/2023	6809	Intl HV607 Distributor	130100
9/1/2023	6810	Intl HV607 Distributor	130100
9/1/2023	6812	Peterbilt Roll-off Truck	130100
10/1/2023	6827	Peterbilt Roll-off Truck Set Up	130100
11/1/2023	6829	Chevy 5500 Service Truck	130100
11/1/2023	6830	B-B 7x20 EQ Trailer	130100
12/1/2023	6839	Peterbilt Rolloff Truck	130100
12/1/2023	6841	Chevy 5500 Service Truck	130100
12/1/2023	6842	Chevy 5500 Service Truck	130100
12/1/2023	6843	Chevy 3500 Utility Truck	130100
12/1/2023	6844	Chevy 2500 Truck	130100
12/1/2023	6845	Chevy 2500 Truck	130100
1/1/2024	6847	Chevy 2500 Ext Truck	130100
1/1/2024	6852	Isuzu Conc Cure Truck	130100
2/1/2024	6854	Horizon 7-x16 Dump Trailer	130100
2/1/2024	6855	PJ 8.5x20 Deckover Trailer	130100
2/1/2024	6856	PJ 20' Deckover Trailer	130100
2/1/2024	6857	Ford F550 Saw Truck	130100
2/1/2024	6858	Ford F550 Ext Truck	130100
2/1/2024	6859	Ford F550 Ext Truck	130100
2/1/2024	6860	Ford F550 Ext Truck	130100
2/1/2024	6861	Sure Trac 8.5x20 Deckover Trailer	130100
2/1/2024	6862	Sure Track 7x16 Dump Trailer	130100
2/1/2024	6863	Peterbilt Rolloff Truck Setup	130100
2/1/2024	6864	Peterbilt Rolloff Truck Setup	130100
2/1/2024	6865	Kenworth Service Truck	130100
3/1/2024	6889	Freightliner T/A Water Truck	130100
3/1/2024	6892	PJ 20' Deckover Trailer	130100
3/1/2024	6893	PJ 20' Deckover Trailer	130100
3/1/2024	6897	Horizon 8x10 Dump Trailer	130100

3/1/2024	6898	PJ 8x14 Deckover Dump Trailer	130100
3/1/2024	6899	PJ 8x14 Deckover Dump Trailer	130100
4/1/2024	6979	Sure Track 18' Cargo Trailer	130100
5/1/2024	7535	Freightliner F/W Truck	130100
5/1/2024	7536	Isuzu Conc Pin Truck	130100
5/1/2024	7537	Freightliner F/W Truck	130100
5/1/2024	7538	Stellar Shuttle	130100
6/1/2024	7589	International Transport Bus	130100
6/1/2024	7592	Freightliner F/W Truck	130100
6/1/2024	7599	Chevy 3500 Flatbed Truck	130100
6/1/2024	7600	Chevy 5500 Flatbed Truck	130100
6/1/2024	7601	Chevy 5500 Flatbed Truck	130100
7/1/2024	7612	Kenworth 3/A Tractor	130100
7/1/2024	7645	Ford F350 Truck	130100
7/1/2024	7648	Interstate 20 Ton Trailer	130100
8/1/2024	7653	GMC 2500 Ext Truck	130100
8/1/2024	7654	PJ 8x14 Dump Trailer	130100
9/1/2024	7671	Chevy 2500 4x4 Truck	130100
9/1/2024	7672	Chevy 1500 Truck	130100
9/1/2024	7673	Chevy 1500 Truck	130100
9/1/2024	7674	Chevy 1500 Truck	130100
9/1/2024	7675	Chevy 1500 Truck	130100
9/1/2024	7676	Chevy 1500 Truck	130100
9/1/2024	7677	Chevy 1500 Truck	130100
9/1/2024	7678	Chevy 1500 Truck	130100
9/1/2024	7679	Chevy 2500 Truck	130100
9/1/2024	7680	Chevy 2500 Truck	130100
9/1/2024	7681	Chevy 2500 Truck	130100
9/1/2024	7682	Chevy 2500 Truck	130100
9/1/2024	7683	Chevy 2500 Truck	130100
9/1/2024	7684	Chevy 2500 Truck	130100
9/1/2024	7685	Chevy 5500 Flatbed Truck	130100
9/1/2024	7686	Chevy 5500 Flatbed Truck	130100
10/1/2024	7690	Kenworth Service Truck	130100
10/1/2024	7696	International T/A F/W Truck	130100
10/1/2024	7697	Cargo Mate 7x16 Trailer	130100
10/1/2024	7701	Repair 34047 Pump	130100
10/1/2024	7703	Intl HV607 Distributor	130100
10/1/2024	7704	Intl HV607 Distributor	130100
10/1/2024	7706	Repair 53632 Engine	130100
10/1/2024	7708	Sure Trac 7x16 Dump Trailer	130100
10/1/2024	7709	Chevy 1500 Ext Truck	130100
10/1/2024	7710	Chevy 1500 Ext Truck	130100
11/1/2024	7717	Chevy 3500 Truck	130100
11/1/2024	7718	Ford F250 4x4 Truck	130100
11/1/2024	7719	Ford F350 4x4 Truck	130100
11/1/2024	7720	Mack Plant Service Truck	130100
11/1/2024	7721	Chevy 5500 Service Truck	130100
11/1/2024	7722	Chevy 3500 Truck	130100
11/1/2024	7723	Chevy 3500 Truck	130100
11/1/2024	7724	Chevy 3500 Truck	130100
11/1/2024	7725	Chevy 3500 Truck	130100
12/1/2024	7765	PJ 20' Deckover Trailer	130100
1/1/2025	8002	Chevy 5500 Service Truck	130100
1/1/2025	8003	Chevy 5500 Service Truck	130100
1/1/2025	8004	Chevy Equinox	130100
2/1/2025	8009	Ford F350 Flatbed Truck	130100
2/1/2025	8010	Ford F350 Flatbed Truck	130100
2/1/2025	8011	Ford F350 Flatbed Truck	130100
2/1/2025	8012	Chevy 1500 Ext Truck	130100
3/1/2025	8022	Ford F600 Service Truck	130100
4/1/2025	8029	Chevy 3500 Utility Truck	130100
4/1/2025	8031	Ford F600 Service Truck	130100
4/1/2025	8032	Ford F600 Service Truck	130100
4/1/2025	8034	Freightliner F/W Truck	130100
4/1/2025	8035	Chevy 2500 Truck	130100
4/1/2025	8036	Chevy 2500 Truck	130100
4/1/2025	8037	Chevy 2500 Truck	130100
4/1/2025	8038	Chevy 2500 Truck	130100
4/1/2025	8039	Chevy 2500 Truck	130100
4/1/2025	8040	Chevy 2500 Truck	130100
4/1/2025	8041	Chevy 2500 Truck	130100
4/1/2025	8042	Chevy 1500 Truck	130100
4/1/2025	8043	Chevy 1500 Truck	130100

4/1/2025	8044	Chevy 1500 Truck	130100
4/1/2025	8045	Chevy 3500 Utility Truck	130100
4/1/2025	8046	Chevy 3500 Utility Truck	130100
4/1/2025	8047	Chevy 3500 Utility Truck	130100
4/1/2025	8048	Chevy 1500 Truck	130100
4/1/2025	8049	Chevy 550 Flatbed Truck	130100
4/1/2025	8050	Chevy Equinox	130100
4/1/2025	8052	Repair 53799 - Engine	130100
5/1/2025	8095	Chevy 2500 Truck	130100
5/1/2025	8096	Chevy 3500 Utility Truck	130100
5/1/2025	8098	Chevy 3500 Utility Truck	130100
6/1/2025	8106	Kenworth T380 Service Truck	130100
6/1/2025	8107	Kenworth 3/A Tractor	130100
6/1/2025	8108	Kenworth 3/A Tractor	130100
6/1/2025	8111	Ford F600 Service Truck	130100
6/1/2025	8114	Chevy 2500 Truck	130100
6/1/2025	8115	Chevy 2500 Truck	130100
6/1/2025	8116	Intl 4400 F/W Truck	130100
6/1/2025	8117	Repair 38080 - FW Truck Conversion	130100
7/1/2025	8175	Intl HV607 Distributor	130100
7/1/2025	8176	Intl HV607 Distributor	130100
7/1/2025	8179	Equip 54143 Tank Addition	130100
7/1/2025	8193	Chevy Equinox	130100
8/1/2025	8202	B-B 7x20 EQ Trailer	130100
9/1/2025	8208	BigTex 16EH Trailer	130100
9/1/2025	8209	BigTex 16EH Trailer	130100
9/1/2025	8210	Cargo Express 8.5x16 Trailer	130100
10/1/2025	8233	Ford F600 Service Truck	130100
10/1/2025	8239	Chevy 5500 Plant Service Truck	130100
11/1/2025	8250	Fontaine 53' Drop Deck Trailer	130100
11/1/2025	8251	Fontaine 53' Drop Deck Trailer	130100
11/1/2025	8252	Fontaine 53' Drop Deck Trailer	130100
11/1/2025	8254	Freightliner Flatbed Wash Truck	130100
11/1/2025	8255	Repair Engine - Engine Replacement	130100
11/1/2025	8257	BigTex 16EH Trailer	130100
12/1/2025	8270	Chevy 3500 Utility Truck	130100
12/1/2025	8271	Chevy 500 Concrete Job Truck	130100
2/1/2026	8320	Kenworth 3/A Tractor	130100
2/1/2026	8321	Kenworth 3/A Tractor	130100
2/1/2026	8323	Int' HV607 Distributor	130100
2/1/2026	8325	Ford Transit Van	130100

Construction Equipment

Acq Date	System No	Description	G/L Asset Account No
11/24/1993	57	Barber Green 750 Side Paver	131000
5/26/1988	61	Blaw Knox RW100 Side Paver	131000
12/15/1994	91	Caterpillar 426B Backhoe	131000
3/29/1994	94	Rome Dirt Disc	131000
6/1/1993	101	Caterpillar 330DL Excavator	131000
5/15/1995	102	Repair Eq 05018 -	131000
2/1/1996	103	Repair Eq 05018 -	131000
12/15/1994	105	Komatsu PC300LC-5 Excavator	131000
8/1/1995	106	Repair Eq 05022 -	131000
1/15/1995	108	Hitachi EX270LC Excavator	131000
1/15/1995	109	Hitachi EX270LC Excavator	131000
12/1/1995	112	Komatsu PC300 Excavator	131000
5/20/1993	157	Caterpillar 12G Grader	131000
1/20/1994	158	Repair Eq 06030 -	131000
8/26/1994	159	Caterpillar 12G Grader	131000
4/1/1985	250	Case 1194 Mower Tractor	131000
4/12/1994	254	Ford 250C Tractor Bushhog	131000
5/1/1992	259	Stone SR2500 Vib Pac Roller	131000
8/16/1985	269	Blaw Knox DTR Trench Roller	131000
6/1/1990	287	Ingersoll Rand DD90 Vib Roller	131000
10/1/1993	288	Repair Eq 15011 -	131000
6/22/1990	310	Hyster C530A Rbbr Tired Roller	131000
1/16/1996	314	Smoothie AP1127 Pnm RT Roller	131000
1/31/1989	317	Bomag BW172D Vib Dirt Roller	131000
12/30/1986	331	Bomag BW142PDB Vib Compactor	131000
8/16/1988	339	Etnyre K Chip Spreader	131000
8/18/1993	340	Rivinius R600 Stone Spreader	131000
1/16/1996	349	Etnyre K Chip Box	131000

5/1/1994	375	Repair Eq 22007 -	131000
1/21/1991	376	Caterpillar D5H Dozer	131000
8/26/1994	381	Caterpillar D5H Dozer	131000
11/18/1988	425	Caterpillar 613C Water Wagon	131000
12/1/1993	426	Repair Eq 25003 -	131000
5/15/1995	427	Repair Eq 25003 -	131000
5/1/1996	428	Repair Eq 25003 - Misc Repair	131000
7/1/1995	492	Ice 612 Hammer & Extractor	131000
7/1/1995	493	Ice 612 Power Pack	131000
10/31/1986	593	Repair Eq 40006 -Rbld Gear Bos	131000
1/6/1989	595	Repair Eq 40006 -	131000
5/8/1989	596	Repair Eq 40006 -	131000
5/28/1993	597	Repair Eq 40006 -	131000
7/8/1991	774	Profilagraph Meter	131000
4/6/1989	775	MBW Vibratory Screed	131000
11/28/1988	778	Taylor Forklift	131000
3/29/1991	779	Repair Eq 49030 -	131000
5/1/1992	780	Repair Eq 49030 -	131000
8/25/1987	791	John Deere Dirt Disc	131000
8/28/1991	792	JD Forklift	131000
4/30/1992	807	Case Forklift	131000
3/29/1989	832	Dri All Burner	131000
10/1/1993	833	Repair Eq 49123 -	131000
2/28/1986	855	SHEET PILING (MISS. VALLEY EQ	131000
4/10/1987	856	SHEET PILING-802	131000
3/31/1992	955	International Utility Truck	131000
9/21/1984	978	Gomaco Finisher Machine	131000
6/23/1988	979	Repair Eq 56002 -	131000
8/8/1988	980	Repair Eq 56002 - Frame Extnsn	131000
6/23/1988	981	Repair Eq 56004 -	131000
2/1/1994	982	Repair Eq 56004 -	131000
1/16/1996	998	EPI Trench Box	131000
4/30/1992	1001	Fuel Tanks for Pickup Trucks	131000
5/11/1990	1008	Trench Box	131000
5/11/1990	1009	Trench Box	131000
3/6/1986	1011	DEWATER PUMP-283	131000
1/16/1996	1037	MISC JOB TOOLS (DALTON)	131000
12/31/1995	1038	AIR COMPRESSOR	131000
12/31/1995	1039	ANTIFREEZE RECYCLER - BELMONT	131000
12/31/1995	1040	OIL FILTER CRUSHER - BELMONT	131000
12/31/1995	1041	MISCELLANEOUS TOOLS - BELMONT	131000
12/31/1995	1042	CABINETS & BENCHES - BELMONT	131000
8/1/1996	1655	Repair Eq 05022 -	131000
8/1/1996	1663	Repair Eq 25003 - Engine Repr	131000
10/1/1996	1677	Komatsu PC120-5 Excavator	131000
12/1/1996	1701	Ingersoll Rand DD110 Vb Roller	131000
2/1/1997	1721	Repair Eq 49123 -	131000
2/1/1997	1738	Ingersoll Rand SD100D Roller	131000
5/1/1997	1795	Repair Eq 05018 -	131000
5/1/1997	1796	Repair Eq 22015 -	131000
5/1/1997	1804	Repair Eq 54024 -	131000
7/1/1997	1816	John Deere 210LE Wheel Tractor	131000
8/1/1997	1819	Repair Eq 05024 -	131000
9/1/1997	1857	Impactor 2000 Compactor	131000
9/1/1997	1872	Hypac C350D Asphalt Roller	131000
2/1/1998	1912	Plt15 Fuel Tank	131000
2/1/1998	1935	Repair Eq 05018 -	131000
2/1/1998	1938	Repair Eq 22007 -	131000
4/1/1998	1977	Hypac C330B Asphalt Roller	131000
8/1/1998	2043	Barber Green 240 Paver	131000
9/1/1998	2055	Repair Eq 25003 - Misc Repairs	131000
7/1/1998	2118	Roadtec TR75 Trench Roller	131000
2/1/1999	2166	Repair Eq 03001 -	131000
2/1/1999	2174	Repair Eq 22007 -	131000
2/1/1999	2176	Repair Eq 25003 -	131000
2/1/1999	2182	Spectra Sys Blade Pro Laser	131000
3/31/1999	2184	Barber Green 225B Track Paver	131000
9/29/1999	2200	Rosco Stapac III Roller	131000
11/29/1999	2293	Ray-Tech Infrared Heating Unit	131000
2/1/2000	2335	Repair Eq 05025 - Misc Parts	131000
2/1/2000	2337	Repair Eq 05022 - Track Roller	131000
2/1/2000	2348	Repair Eq 22007 - Misc Repairs	131000
3/1/2000	2375	WHITLEY/WILLIAM OFFICE TRAILER	131000

7/1/2000	2428	FLEET MGMT 2000 GLOBL POSTN SY	131000
7/1/2000	2429	KENWOOD 2 WAY RADIOS	131000
9/1/2000	2433	GPS - GRADE CONTROL SYSTEM	131000
9/1/2000	2434	GPS-SITEWORK 98 COMP SFTWRE	131000
10/1/2000	2456	Repair Eq 02003 - Auger	131000
10/1/2000	2458	Repair Eq 05024 -	131000
3/1/2001	2542	Ingersoll Rand DD90 Roller	131000
12/31/2001	2626	Repair Eq 22007 Transmission	131000
12/31/2001	2629	Repair Eq 22015	131000
12/31/2001	2640	Repair Eq 40006 Rebuilt Transmission	131000
10/1/2002	2694	GPS Package	131000
12/1/2002	2706	Repair Eq 1043	131000
12/1/2002	2710	Repair Eq 5018	131000
12/1/2002	2711	Repair Eq 5025	131000
12/1/2002	2713	Repair Eq 5074	131000
12/1/2002	2715	Repair Eq 6030	131000
12/1/2002	2726	Repair Eq 22007	131000
3/1/2003	2773	Trimble Station	131000
6/1/2003	2794	Roller	131000
6/1/2003	2795	Roller	131000
6/1/2003	2807	Repair Eq 1045	131000
6/1/2003	2815	Repair Eq 5022	131000
6/1/2003	2816	Repair Eq 5024	131000
7/1/2003	2834	Pot Holer	131000
8/1/2003	2841	Rebuild Eq 5018 Hydraulic sys	131000
11/1/2003	2875	Rebuild 5022	131000
3/1/2004	2922	Roller	131000
3/1/2004	2923	Rigid Sign Stands	131000
3/1/2004	2924	Rigid Sign Stands	131000
3/1/2004	2925	Rigid Sign Stands	131000
4/1/2004	2940	Roller	131000
4/1/2004	2942	Roller	131000
4/1/2004	2943	Roller	131000
4/1/2004	2944	Roller	131000
4/1/2004	2949	Grader	131000
4/1/2004	2956	Shuttle Buggy	131000
5/1/2004	2971	Paver	131000
6/1/2004	2994	Roller	131000
6/1/2004	2995	Roller	131000
6/1/2004	2997	Roller	131000
9/1/2004	3021	Landscape Tractor	131000
11/1/2004	3022	Roller	131000
12/1/2004	3053	IR DD110HF Asphalt Roller	131000
12/1/2004	3056	Midland Side Paver	131000
4/1/2005	3092	GPS Base Station & SC900 5800 Rover Pack	131000
5/1/2005	3096	CAT CS433C Vib Dirt Roller	131000
5/1/2005	3097	CAT CS563C Vib Dirt Roller	131000
5/1/2005	3098	CAT 12H Grader	131000
5/1/2005	3100	CAT D6RXL Dozer	131000
5/1/2005	3101	CAT D6RXL Dozer	131000
5/1/2005	3102	CAT 140H Grader	131000
5/1/2005	3103	CAT CP563E Padfoot Roller	131000
6/1/2005	3107	GCS900 DZR Cab Kit	131000
6/1/2005	3108	Cat M318 Excavator	131000
6/1/2005	3114	GCS900 DZR Cab Kit	131000
7/1/2005	3115	Rebuild Eq 1040	131000
7/1/2005	3123	Rebuild Eq 5018	131000
9/1/2005	3138	SiteVision GPS	131000
9/1/2005	3142	CAT 613CII Scraper	131000
11/1/2005	3159	CAT 613CII Scraper	131000
11/1/2005	3160	CAT 613CII Scraper	131000
11/1/2005	3161	CAT 613CII Scraper	131000
11/1/2005	3167	EPI 10x20 Trench Box	131000
11/1/2005	3168	EPI 10x20 Trench Box	131000
3/1/2006	3185	Base Radio	131000
3/1/2006	3186	Rebuild Eq 5362	131000
4/1/2006	3210	Stehr Manhole Cutter	131000
4/1/2006	3211	Pace Profilograph Trailer	131000
4/1/2006	3212	Profilograph	131000
4/1/2006	3219	Rebuild Eq 14018	131000
10/1/2006	3256	Ice I-30 Diesel Hammer	131000
11/1/2006	3263	Cat D6NXL Dozer (GPS)	131000
1/1/2007	3274	Cat 930G IT Loader + Forks	131000

2/1/2007	3275	Broce RCT350 Broom w/ Blade	131000
2/1/2007	3277	Broce RCT350 Broom w/ Blade	131000
2/1/2007	3278	Broce RCT350 Broom w/ Blade	131000
2/1/2007	3280	Broce RCT350 Broom w/ Blade	131000
2/1/2007	3282	Broce RCT350 Broom w/ Blade	131000
4/1/2007	3303	Komatsu D41E Dozer	131000
4/1/2007	3304	Komatsu D41E Dozer	131000
7/1/2007	3322	CAT 140H Grader	131000
7/1/2007	3323	API GPS	131000
7/1/2007	3326	GPS Extreme Base	131000
7/1/2007	3341	CAT 140H Grader	131000
7/1/2007	3344	Plate Compactor	131000
8/1/2007	3349	Barrier Wall	131000
9/1/2007	3351	Protec Stone Box	131000
9/1/2007	3352	Protec Trench Box	131000
9/1/2007	3353	Epoxy Pump	131000
10/1/2007	3361	48' Trailer	131000
3/1/2008	3381	Bidwell Deck Machine	131000
5/1/2008	3411	GPS System	131000
5/1/2008	3412	CargoMate 8x16 Trailer	131000
5/1/2008	3418 - 3440	Barrier Wall	131000
7/1/2008	3450	NPK M-38 Processor	131000
8/1/2008	3461	Ice I-19 Diesel Hammer	131000
10/1/2008	3473	Cat M318 Excavator	131000
12/1/2008	3477	Rebuild Eq 68015 - New Boom	131000
4/1/2009	3494	Ames Profilograph	131000
4/1/2009	3496	MB Walk Behind Sweeper	131000
4/1/2009	3497	Cat M318 Excavator	131000
5/1/2009	3500	E-Ject 12' Dirt Disc	131000
5/1/2009	3504	Cat 980H Loader	131000
6/1/2009	3526	Bobcat S185 Skid Loader	131000
6/1/2009	3527	Gomaco 2600 Placer/Spreader	131000
8/1/2009	3546	Cat D5GXL Dozer	131000
12/1/2009	3581	Gomaco RTP500 Placer	131000
12/1/2009	3586	Cat CB54 Asphalt Roller	131000
12/1/2009	3587	Cat CB54 Asphalt Roller	131000
12/1/2009	3589	Cat CB54 XW Asphalt Roller	131000
12/1/2009	3591	Magnum 6 Head Light Tower	131000
12/1/2009	3592	Magnum 6 Head Light Tower	131000
12/1/2009	3593	Magnum 6 Head Light Tower	131000
12/1/2009	3596	Magnum 6 Head Light Tower	131000
12/1/2009	3600	Magnum 6 Head Light Tower	131000
3/1/2010	3607	Allmand Eclipse Solar Arrowboard	131000
3/1/2010	3610	GPS Extreme Base	131000
3/1/2010	3611	GPS Radio Repeater	131000
3/1/2010	3612	GPS Radio Repeater	131000
3/1/2010	3614	GPS Radio Repeater	131000
3/1/2010	3623	SolarTech Arrowboard	131000
3/1/2010	3628	SolarTech Arrowboard	131000
3/1/2010	3630	SolarTech Arrowboard	131000
3/1/2010	3631	SolarTech Arrowboard	131000
4/1/2010	3636	Lura Roller Screed	131000
4/1/2010	3637	Lura Roller Screed	131000
6/1/2010	3716	GPS Radio Repeater	131000
6/1/2010	3717	SolarTech Arrowboard	131000
8/1/2010	3722	Barrier Wall	131000
10/1/2010	3726	GPS Component	131000
12/1/2010	3735	Vogele 600 Cart Path Paver	131000
12/1/2010	3736	RayTech Heating Unit "Hot Box"	131000
1/1/2011	3745	Cat CB54 XW Asphalt Roller	131000
4/1/2011	3752	Linkbelt 218HSL 110T Crane	131000
4/1/2011	3753	Linkbelt 218HSL 110T Crane	131000
7/1/2011	3764	Equip 56018 - Update Kit, Leica System	131000
7/1/2011	3765	Stanley Drop Hammer	131000
11/1/2011	3799	Broce KR350 Broom w/ Blade	131000
11/1/2011	3800	Broce CR350 Broom w/ Blade	131000
12/1/2011	3803	Roadtec SB2500D w/ Genset	131000
12/1/2011	3804	Roadtec SB2500D w/ Genset	131000
1/1/2012	3808	Dri All ACD21 Burner	131000
4/1/2012	3820	Cat H140DS Hammer	131000
5/1/2012	3823	Cat 420E Cab Backhoe	131000
5/1/2012	3825	Cat 143H Grader	131000
6/1/2012	3840	Finn B40 Strawblower	131000

7/1/2012	3844	Cat 262C Skid Steer w/ Grinder	131000
7/1/2012	3845	Pileco Drop Hammer	131000
7/1/2012	3848-3860	(16) GPS Heads - Trimble	131000
11/1/2012	3946	CAT Generator	131000
11/1/2012	3947	Husqvama Concrete Saw	131000
11/1/2012	3948	Husqvama Concrete Saw	131000
11/1/2012	3949	Husqvama Concrete Saw	131000
11/1/2012	3950	Sone 6 Cu Ft Concrete Mixer	131000
11/1/2012	3951	Kor-It Core Drill	131000
11/1/2012	3952	Barrier Wall Lifter	131000
11/1/2012	3956	Barrier Wall Lifter	131000
11/1/2012	3960	Target Pro 65 Walk Behind Saw	131000
11/1/2012	3964	Cat 14H Grader	131000
11/1/2012	3965	GME Trench Box	131000
11/1/2012	3966	Cat 20,000LB Fork Lift	131000
11/1/2012	3967	GME Trench Box	131000
11/1/2012	3968	GME Sewer Box Shield	131000
11/1/2012	3969	GME 9CYD Stone Box	131000
11/1/2012	3970	GME 9CYD Stone Box	131000
11/1/2012	3978	Cat 242 Skid Steer Loader	131000
11/1/2012	3979	Cat 246B Skid Steer Loader	131000
11/1/2012	3981	Cat D7H Dozer GPS	131000
11/1/2012	3989	Cat 420D Backhoe	131000
11/1/2012	3990	Cat 966F Loader	131000
11/1/2012	3991	Vermeer 1250 Chipper	131000
11/1/2012	3992	Vermeer Trencher T555 DT	131000
11/1/2012	3993	Cat CS563D Vib Roller	131000
11/1/2012	3994	IR SD100D Dirt Roller	131000
11/1/2012	3995	IR SD100D Dirt Roller	131000
11/1/2012	3996	Cat CP563C Padfoot Roller	131000
11/1/2012	3997	Cat 815F Compactor	131000
11/1/2012	3999	IR SD122X Dirt Roller	131000
11/1/2012	4001	Trimble Sitenet 900MHZ Radio Repeater	131000
11/1/2012	4002	Maxi Stringer for Plastic Pipe	131000
11/1/2012	4003	Rome Disc (Wheel Type)	131000
11/1/2012	4004	Computerized Profilograph	131000
11/1/2012	4011	440 KW Cat Generator	131000
11/1/2012	4013	60 Ton Portable Scale Truck	131000
11/1/2012	4014	Trench Filler (Stone Box) Motorized	131000
11/1/2012	4015	Concrete Roller Screed & Tag Trailer	131000
11/1/2012	4016	Terramite Concrete Roller Screed	131000
11/1/2012	4017	Terramite Concrete Roller Screed	131000
11/1/2012	4022	Gomaco Broom & Cure Machine TC600	131000
11/1/2012	4023	Gomaco Broom & Cure Machine TC600	131000
11/1/2012	4024	CMI Belt Placer PS-250	131000
11/1/2012	4030	Compression Testing Machine - Beam Breaker	131000
11/1/2012	4031	Container Porte Double	131000
11/1/2012	4033	SolarTech Arrowboard	131000
11/1/2012	4035	SolarTech Arrowboard	131000
11/1/2012	4036	SolarTech Arrowboard	131000
11/1/2012	4041	Ingersoll Rand Air Compressor	131000
11/1/2012	4042	Sewer Box 61' x 8' x 5'	131000
11/1/2012	4043	Soft-Cut GS 5000 Saw	131000
11/1/2012	4044	30' Light Tower w/ Generator	131000
11/1/2012	4045	TSC2 Data Collector	131000
11/1/2012	4046	TSC2 Data Collector	131000
11/1/2012	4048	Storage Container (Green))	131000
11/1/2012	4049	12" Road Forms, Approx 4000'	131000
11/1/2012	4050	14" Road Forms, Approx 1900'	131000
11/1/2012	4054	420E IT Backhoe	131000
11/1/2012	4064	Sweepster 72SBB Broom Attachment	131000
11/1/2012	4065	GPS 3D Paving Display	131000
1/1/2013	4075	Cat CB24 Sm Asphalt Roller	131000
1/1/2013	4076	Cat CB24 Sm Asphalt Roller	131000
1/1/2013	4079	Cat 930H IT Loader	131000
1/1/2013	4080	Cat 930H IT Loader	131000
1/1/2013	4088	Fiatallis 65B Grader	131000
1/1/2013	4089	Cat D5GXL Dozer	131000
1/1/2013	4090	IR DD110HF Vib Asp Roller	131000
1/1/2013	4091	Hypac C330B 3/5 Ton Roller	131000
1/1/2013	4093	Rosco Vibrastat III Roller	131000
1/1/2013	4094	Dynapac 3 Wheel Roller	131000
1/1/2013	4095	Cat 330CL Excavator	131000

1/1/2013	4098	IR RW100A Side Paver	131000
2/1/2013	4118	IR SD1160DX Roller	131000
2/1/2013	4120	IR DD130 Vib Asph Roller	131000
2/1/2013	4126	Hyster C350D 10 Ton Roller	131000
2/1/2013	4127	Hypac C330B 3/5 Ton Roller	131000
2/1/2013	4131	Hyster C330A 3/5 Roller	131000
2/1/2013	4132	Hyster C330A 3/5 Roller	131000
2/1/2013	4137	Blaw Knox PF2181 Paver	131000
2/1/2013	4141	Sealmaster Crack Sealer	131000
2/1/2013	4143	5 CY Bedding Box	131000
2/1/2013	4144	EPI 820HT Trench Box	131000
2/1/2013	4145	6x20 Trench Box	131000
2/1/2013	4146	EPI 8x8 Manhole Box	131000
2/1/2013	4157	Kent Vibroplate	131000
3/1/2013	4193	Transtech PQI 301 Density Gauge	131000
8/1/2013	4255	GPS System	131000
9/1/2013	4260	Cat D5KXL Dozer	131000
9/1/2013	4261	Cat D4K Dozer	131000
10/1/2013	4266	Minnich Drill Pack	131000
12/1/2013	4272	Cat D4K Cab Dozer	131000
12/1/2013	4273	Linkbelt RTC8065 RT Crane	131000
1/1/2014	4274	GPS Unit	131000
2/1/2014	4275	Sealmaster Crack Sealer	131000
2/1/2014	4277	JLG 60' 4x4 Manlift	131000
2/1/2014	4279	JLG 80' 4x4 Manlift	131000
2/1/2014	4280	Broce KR350 Broom w/ Blade	131000
4/1/2014	4298	Komatsu PC138 Excavator	131000
4/1/2014	4299	Accu-Grade GPS Model	131000
4/1/2014	4304	Automatic Grade Control System	131000
4/1/2014	4305	Automatic Grade Control System	131000
4/1/2014	4306	Automatic Grade Control System	131000
5/1/2014	4309	GPS Automation (on Paver 56023)	131000
5/1/2014	4310	Cat 972H IT Loader w/ Forks	131000
5/1/2014	4313	Minnich Drill Pack	131000
5/1/2014	4314	Minnich Drill Pack	131000
5/1/2014	4315	Minnich Drill Pack	131000
5/1/2014	4316	Stanley Drop Hammer	131000
6/1/2014	4322	EFI 8x12 Alum Manhole Box	131000
6/1/2014	4323	GPS Extreme Base Station	131000
6/1/2014	4324	Trimble Total Station	131000
6/1/2014	4325	Trimble Total Station	131000
6/1/2014	4326	Trimble Total Station	131000
6/1/2014	4327	Trimble Total Station	131000
6/1/2014	4328	GPS Extreme Station	131000
6/1/2014	4329	GPS Extreme Station	131000
7/1/2014	4332	Minnich Vibrator System	131000
7/1/2014	4334	Roadtech SB2500E w/ Genset	131000
7/1/2014	4342	Trimble Total Station	131000
8/1/2014	4346	Vorteq Crash Attenuator Trailer	131000
9/1/2014	4349	Cat D6NXL Cab Dozer	131000
9/1/2014	4350	Etnyre Chip Spreader	131000
9/1/2014	4351	Rockland BT-H Hydraulic Thumb	131000
9/1/2014	4352	Broce KR350 Broom w/ Blade	131000
10/1/2014	4354	Mounted Center Bar (Rocket Launcher)	131000
10/1/2014	4355	6' Frame Extension	131000
11/1/2014	4358	Caterpillar Accu-Grade GPS	131000
12/1/2014	4364	Repair 29010	131000
1/1/2015	4366	Minnich A1 On-Grade Drill	131000
2/1/2015	4369	Repair 49236 - Drum	131000
2/1/2015	4371	Cat 980M Loader	131000
2/1/2015	4372	JLG 80' 4x4 Manlift	131000
2/1/2015	4374	Broce KR350 Broom w/ Blade	131000
2/1/2015	4375	Broce KR350 Broom w/ Blade	131000
3/1/2015	4379	Repair 28063	131000
3/1/2015	4381	Trimble Total Station	131000
3/1/2015	4382	GPS Extreme Rover/Controller	131000
4/1/2015	4395	Cat 262D Skid Steer w/ 40" Grinder	131000
4/1/2015	4396	Cat 262D Skid Steer w/ Grinder	131000
4/1/2015	4397	Pro-Tec 3 CY Bedding Box	131000
4/1/2015	4398	EFI 9 CY Bedding Box	131000
5/1/2015	4403	Trimble Data Collector	131000
5/1/2015	4404	Trimble Data Collector	131000
5/1/2015	4405	Trimble Data Collector	131000

5/1/2015	4406	Trimble Data Collector	131000
5/1/2015	4407	Trimble Data Collector	131000
5/1/2015	4408	Trimble Data Collector	131000
5/1/2015	4409	Trimble Data Collector	131000
5/1/2015	4410	Trimble Data Collector	131000
5/1/2015	4411	Trimble Data Collector	131000
5/1/2015	4412	Trimble Data Collector	131000
5/1/2015	4419	Repair 28055	131000
5/1/2015	4421	Trimble GPS	131000
5/1/2015	4422	Trimble GPS	131000
5/1/2015	4428	JD 544K IT Loader	131000
6/1/2015	4437	JLG 86' 4x4 Manlift	131000
6/1/2015	4438	JLG 66' 4x4 Manlift	131000
8/1/2015	4446	Cat 304E CR Excavator	131000
8/1/2015	4455	Repair 61004	131000
8/1/2015	4457-4486	Barrier Wall	131000
9/1/2015	4489	Repair 25181	131000
9/1/2015	4490	Sealmaster Crack Sealer	131000
9/1/2015	4491	Sealmaster Crack Sealer	131000
9/1/2015	4492	Line Lazer Paint Striper	131000
10/1/2015	4495	Cat Accu-Grade GPS	131000
10/1/2015	4496	Cat GPS Cab Dozer	131000
10/1/2015	4498	JLG 19" Electric Scissorlift	131000
11/1/2015	4528	Repair 2037	131000
12/1/2015	4539	Cat 980K Loader	131000
12/1/2015	4540	Cat CB54 Asphalt Roller	131000
12/1/2015	4541	Cat 980K Loader	131000
1/1/2016	4550	GPS	131000
1/1/2016	4552	Repair 10178	131000
1/1/2016	4553	Trimble Concrete Placer GPS	131000
2/1/2016	4555	GPS - Accu Grade	131000
2/1/2016	4556	GPS - Accu Grade	131000
2/1/2016	4560	Cat 336F Excavator	131000
2/1/2016	4561	Cat 336F Excavator	131000
2/1/2016	4564	ACL Solar Light Tower	131000
2/1/2016	4565	ACL Solar Light Tower	131000
3/1/2016	4567	Ingersoll Rand 375 Air Compressor	131000
3/1/2016	4568	Sullair 250 Air Compressor	131000
3/1/2016	4569	Ingersoll Rand 185 Air Compressor	131000
3/1/2016	4570	JLG 120' 4x4 Manlift	131000
3/1/2016	4574	Komatsu PC228 Excavator	131000
3/1/2016	4575	Repair 43028- Rollers, Cylinder	131000
3/1/2016	4577	JCB 926 Forklift	131000
3/1/2016	4579	Komatsu PC228 Excavator	131000
3/1/2016	4580	Paver Extension - Equip 56015	131000
4/1/2016	4593	Chicago Pneumatic Exc Hammer	131000
4/1/2016	4595	Cat CB54XW Asphalt Roller	131000
4/1/2016	4596	Cat CB54XW Asphalt Roller	131000
4/1/2016	4597	Gomaco GT3600 Curb Machine	131000
4/1/2016	4599	Minnich Drill	131000
4/1/2016	4600	Minnich Drill	131000
4/1/2016	4601	Minnich Drill	131000
4/1/2016	4602	Minnich Drill	131000
4/1/2016	4609	Repair 2037 - Misc Maint	131000
4/1/2016	4612	Weiler W530A Side Paver	131000
5/1/2016	4613-4616	Temporary Barrier Wall	131000
5/1/2016	4618	UTS Grader Control	131000
5/1/2016	4619	Trimble Total Station	131000
5/1/2016	4620	Trimble Total Station	131000
5/1/2016	4621	Trimble Total Station	131000
5/1/2016	4622	GPS 3D Paving Display	131000
5/1/2016	4623	GPS Data Collector	131000
5/1/2016	4624	Trimble Total Station	131000
5/1/2016	4625	Trimble Total Station	131000
5/1/2016	4626	Trimble Total Station	131000
5/1/2016	4627	Trimble Total Station	131000
5/1/2016	4628	Trimble Total Station	131000
5/1/2016	4629	Trimble Total Station	131000
5/1/2016	4634	Repair 40006 - Misc	131000
5/1/2016	4636	Repair 30241 - Misc	131000
6/1/2016	4645	Repair 22160 - Undercarriage	131000
6/1/2016	4652	Case 585D Forklift	131000
6/1/2016	4654-4670	Barrier Wall	131000

6/1/2016	4671	Cat CB24 Sm Asphalt Roller	131000
7/1/2016	4680-4687	Barrier Wall	131000
8/1/2016	4689	Repair 15216 - Water Tank & Sprayer	131000
8/1/2016	4694	Transtech PQI 381 Density Gauge	131000
8/1/2016	4695	Transtech PQI 381 Density Gauge	131000
8/1/2016	4696	Kenco 54" Slab Crab Bucket	131000
8/1/2016	4698	Minnich Drill	131000
8/1/2016	4702	Digibrite Radar Speed Trailer	131000
8/1/2016	4712	Repair 15128 - Engine (New)	131000
9/1/2016	4716	Repair 28062 - Reseal Final Drive	131000
9/1/2016	4718	Komatsu PC138 Excavator	131000
9/1/2016	4719	Komatsu PC138 Excavator	131000
9/1/2016	4726	GPS Extreme Base Station	131000
9/1/2016	4727	200FT Temporary Barrier Wall	131000
10/1/2016	4733	Wirtgen WR2400 Reclaimer	131000
10/1/2016	4736	Repair 3018 - Conveyor Belt	131000
10/1/2016	4738	Repair 38030 - Transmission	131000
10/1/2016	4739	Repair 22264 - Misc	131000
12/1/2016	4765	Repair 23146 - Track Link Assembly	131000
12/1/2016	4766	Bobcat A770 Skid Steer & Grinder	131000
12/1/2016	4767	Komatsu PC308 Zero Turn Excavator	131000
12/1/2016	4768	Komatsu PC138 Zero-Turn Excavator	131000
12/1/2016	4769	Kubato RTV1100 MTV	131000
12/1/2016	4770	Wanco Radar Speed Trailer	131000
12/1/2016	4771	Crack Pro 125 Crack Sealer	131000
12/1/2016	4772	Crack Pro 125 Crack Sealer	131000
12/1/2016	4774	Cat 140M Grader (GPS) Ripper	131000
2/1/2017	4789	Repair 10241 - Diesel Particulate Filter	131000
2/1/2017	4795	Repair 10203 - Diesel Particulate Filter	131000
3/1/2017	4802	Repair 22160 - Misc	131000
3/1/2017	4803	Repair 48058 - Bushing, Hammer	131000
3/1/2017	4804	JLG 66' 4x4 Manlift	131000
4/1/2017	4814	GPS Extreme Base Station	131000
4/1/2017	4823	Broce KR350 Broom w/ Blade	131000
4/1/2017	4824	Broce KR350 Broom w/ Blade	131000
4/1/2017	4825	Broce KR350 Broom w/ Blade	131000
4/1/2017	4826	Broce KR350 Broom w/ Blade	131000
4/1/2017	4829	Reversable Plate Compactor	131000
4/1/2017	4832	Repair 22247 - Link Track	131000
4/1/2017	4834	Leica Automation Stringless Curb (GPS)	131000
4/1/2017	4837	Polaris RTV1100 MTV	131000
5/1/2017	4877	Repair 2036 - Chain & Flights	131000
5/1/2017	4880	Cat 259D MTL Loader	131000
5/1/2017	4881	Accu-Grade GPS Model	131000
5/1/2017	4882	Repair 48049 - Hammer & Buffer	131000
5/1/2017	4884	Weiler E2850 Buggy w/ Genset	131000
5/1/2017	4886	Cat AP1055F Track Paver	131000
6/1/2017	4891	Accu-Grade GPS Model	131000
6/1/2017	4892	Accu-Grade GPS Model	131000
6/1/2017	4896	Komatsu PC138 Zero-Turn Excavator	131000
7/1/2017	4907	Repair 15042 - Replace Center Pins & Bushings	131000
8/1/2017	4915	Cat 980M Loader	131000
9/1/2017	4921	Repair 22160 - Misc	131000
9/1/2017	4923	Cat D6K2 XL Dozer UTS/GPS	131000
9/1/2017	4928	Repair 18046 - Planetary Gear	131000
9/1/2017	4936	Repair 10241 - Ground Engaging TL	131000
9/1/2017	4938	Repair 94701 - Axle Housing	131000
9/1/2017	4942	Accu-Grade GPS Model	131000
9/1/2017	4943	Trimble Total Station	131000
9/1/2017	4944	Accu-Grade GPS Model	131000
10/1/2017	4949	24" Milling Head	131000
10/1/2017	4955	Minnich Dust Collection System	131000
10/1/2017	4956	Minnich Dust Collection System	131000
10/1/2017	4957	Minnich Dust Collection System	131000
10/1/2017	4959	Minnich Dust Collection System	131000
10/1/2017	4960	Minnich Dust Collection System	131000
11/1/2017	4968	Cat 420E IT Cab Backhoe	131000
11/1/2017	4972	Cat 420E IT Cab Backhoe	131000
11/1/2017	4973	Cat 420E IT Cab Backhoe	131000
11/1/2017	4974	Cat 420E IT Cab Backhoe	131000
11/1/2017	4977	Cat 320EL RR Excavator	131000
11/1/2017	4979	Cat 321DL Zero Turn Excavator	131000
11/1/2017	4980	Cat 329EL Excavator	131000

11/1/2017	4982	Cat 345DL Excavator	131000
11/1/2017	4983	Cat 349EL Excavator	131000
11/1/2017	4985	Repair 18058 - Misc Repairs	131000
11/1/2017	4990	Repair 94502 - Bearings	131000
11/1/2017	4992	Graco Line Lazer	131000
11/1/2017	4994	JLG 86' 4x4 Manlift	131000
11/1/2017	4996	Repair 10178 - Hydraulic Cylinders	131000
11/1/2017	4997	Weiler E2850 Buggy w/ Genset	131000
12/1/2017	5006	Cat D6K2 XL Dozer	131000
12/1/2017	5009	Repair 6089 - GPS Display	131000
1/1/2018	5013	Repair 2037 - Engine	131000
1/1/2018	5014	Cat 262D Skid Steer w/ Grinder	131000
1/1/2018	5015	Cat 262D Skid Steer w/ Grinder	131000
2/1/2018	5022	Repair 5580 - Coupler	131000
3/1/2018	5028	JLG 86' 4x4 Manlift	131000
3/1/2018	5029	Repair 45194 - Generator Injectors	131000
3/1/2018	5031	Broce KR350 Broom w/ Blade	131000
3/1/2018	5032	Broce KR350 Broom w/ Blade	131000
3/1/2018	5034	Broce KR350 Broom w/ Blade	131000
3/1/2018	5035	Gomaco GP4 Concrete Paver	131000
3/1/2018	5036	GPS System - Concrete Paver	131000
4/1/2018	5041	Bobcat A770 Skid Steer & Grinder	131000
4/1/2018	5048	JLG 66' 4x4 Manlift	131000
4/1/2018	5049	JLG 66' 4x4 Manlift	131000
5/1/2018	5080	Cat D6TXL Cat Dozer	131000
5/1/2018	5081	Repair 5583 - Final Drive	131000
5/1/2018	5085	Cat CP56 Padfoot Roller	131000
5/1/2018	5087	Hamm HD12 Sm Asphalt Roller	131000
5/1/2018	5088	Hamm HD12 Sm Asphalt Roller	131000
5/1/2018	5096	Komatsu PC138 Excavator	131000
6/1/2018	5098	Cat CB13 Asphalt Roller	131000
6/1/2018	5099	Cat CB13 Asphalt Roller	131000
6/1/2018	5100	Cat CB13 Asphalt Roller	131000
6/1/2018	5103	Cat 926M IT Loader	131000
6/1/2018	5104	Cat CB13 Asphalt Roller	131000
6/1/2018	5105	Repair 56018 - Motor	131000
6/1/2018	5112	Repair 15267 - Final Drive	131000
6/1/2018	5117	GPS Extreme Base Station	131000
6/1/2018	5118	GPS Extreme Rover	131000
6/1/2018	5121	GPS Extreme Rover	131000
6/1/2018	5122	TSC7 Data Collector	131000
7/1/2018	5123	Hamm HD12 Sm Asphalt Roller	131000
7/1/2018	5128	Cat PR184 Harley Rake	131000
7/1/2018	5129	Weiler E2850 Buggy w/ Genset	131000
8/1/2018	5137	Broce KR350 Broom w/ Blade	131000
9/1/2018	5144	GPS SPS986 Rover	131000
9/1/2018	5145	GPS SPS855 Base Station	131000
9/1/2018	5146	TSC7 Data Collector	131000
10/1/2018	5156	Cat 328D CR Excavator	131000
10/1/2018	5161	JD 710K IT Backhoe	131000
11/1/2018	5164	Trimble Total Station	131000
11/1/2018	5165	TSC3 Data Collector	131000
11/1/2018	5166	Cat 420F IT Cab Backhoe	131000
11/1/2018	5167	Cat 321DL Excavator	131000
11/1/2018	5168	Cat D6NXL Cab Dozer	131000
12/1/2018	5173	Bomag Walk Behind Roller	131000
12/1/2018	5174	GPS Base Station	131000
12/1/2018	5175	Cat 980M Loader	131000
1/1/2019	5178	Kobelco 35SR Mini Excavator	131000
1/1/2019	5181	Doosan DX225 Excavator	131000
1/1/2019	5182	Cat D4G LGP Dozer	131000
1/1/2019	5183	Sullair 185 Air Compressor	131000
1/1/2019	5184	Ice 42S Hammer	131000
1/1/2019	5185	Delmag Diesel Hammer	131000
1/1/2019	5186	H&M 1700 Vibratory Extractor	131000
1/1/2019	5190	Toyota Foklift	131000
1/1/2019	5192	Bidwell 2450 Finisher Machine	131000
1/1/2019	5193	Bidwell 2450 Finisher Machine	131000
1/1/2019	5194	Concrete Roller Screed	131000
1/1/2019	5195	NPK E210A Hammer	131000
1/1/2019	5208	Cat CB13 Asphalt Roller	131000
1/1/2019	5209	Cat 272D Skid Steer & Grinder	131000
1/1/2019	5210	Cat 262D Skid Steer & Grinder	131000

1/1/2019	5213	Cat D5KXL Dozer	131000
1/1/2019	5214	Cat D5KXL Dozer	131000
3/1/2019	5222	JLG 120' 4x4 Manlift	131000
3/1/2019	5223	Repair 48068 - New Hammer	131000
3/1/2019	5224	ARS 16' Joint Heater	131000
4/1/2019	5226	CMI TR4503 Dirt Trimmer	131000
4/1/2019	5227	Stanley DH9000 Drop Hammer	131000
4/1/2019	5228	Stanley DH9000 Drop Hammer	131000
4/1/2019	5436	Cat 262D Skid Steer w/ Grinder	131000
4/1/2019	5234	Cat 236D Skid Steer	131000
4/1/2019	5235	Cat 236D Skid Steer	131000
4/1/2019	5236	Cat 236D Skid Steer	131000
4/1/2019	5237	Cat 236D Skid Steer	131000
4/1/2019	5239	Cat AP1055F Track Paver	131000
4/1/2019	5240	Broce KR350 Broom w/ Blade	131000
4/1/2019	5241	Broce KR350 Broom w/ Blade	131000
4/1/2019	5242	Bobcat S590 Skid Steer	131000
4/1/2019	5243	Bobcat S590 Skid Steer	131000
4/1/2019	5244	Bobcat S590 Skid Steer	131000
4/1/2019	5246	Bobcat S590 Skid Steer	131000
4/1/2019	5250	IR 600 Air Compressor	131000
5/1/2019	5255	Kaeser 600 Air Compressor	131000
5/1/2019	5258	Volvo DD120C Asphalt Roller	131000
5/1/2019	5259	Volvo DD120C Asphalt Roller	131000
5/1/2019	5260	Volvo DD120C Asphalt Roller	131000
5/1/2019	5261	Volvo DD120C Asphalt Roller	131000
5/1/2019	5262	Kaeser 375 Air Compressor	131000
5/1/2019	5263	Paladin SFB5K Hammer	131000
5/1/2019	5265	Cat 262D Skid Steer	131000
5/1/2019	5266	Cat 262D Skid Steer	131000
5/1/2019	5267	Cat 279D Track Skid Steer	131000
5/1/2019	5268	Crack Pro 125 Crack Sealer	131000
5/1/2019	5275	Cat 259D MTL Loader	131000
5/1/2019	5276	Volvo DD25 Small Asphalt Roller	131000
5/1/2019	5277	Volvo DD25 Small Asphalt Roller	131000
5/1/2019	5278	Gomaco 2400 Concrete Paver	131000
5/1/2019	5279	Gorman Rupp 6" Tow Pump	131000
6/1/2019	5371	Cat D5KXL Dozer	131000
6/1/2019	5372	Cat D5KXL Dozer	131000
6/1/2019	5373	Cat 336EL Excavator	131000
6/1/2019	5374	Cat 930K IT Loader w/Forks	131000
6/1/2019	5375	Cat 930K IT Loader w/Forks	131000
6/1/2019	5382	CMI TR4503 Dirt Trimmer	131000
6/1/2019	5384	Broce KR350 Broom w/ Blade	131000
6/1/2019	5385	Broce KR350 Broom w/ Blade	131000
6/1/2019	5386	Ames High Speed Profiler	131000
6/1/2019	5388	PQI 380 Pavement Quality Indicator	131000
6/1/2019	5389	PQI 380 Pavement Quality Indicator	131000
7/1/2019	5394	Cat Accu-Grade GPS	131000
7/1/2019	5401	Repair 22272 - New Engine	131000
8/1/2019	5411	Taylor TE250 Forklift	131000
8/1/2019	5412	Case 586G Forklift	131000
8/1/2019	5413	Curb Paving Extension	131000
8/1/2019	5414	Roadtec SB2500D Complete Rebuild	131000
8/1/2019	5415	Repair 2040	131000
8/1/2019	5417-5424	Barrier Wall	131000
9/1/2019	5429	Weiler W530A Side Paver	131000
10/1/2019	5432	Marathon 250 Mastic Maker	131000
10/1/2019	5438	Hamm HD12 Sm Asphalt Roller	131000
12/1/2019	5448	Magnum 4 Head Light Tower	131000
12/1/2019	5449	Magnum 4 Head Light Tower	131000
12/1/2019	5450	Magnum 4 Head Light Tower	131000
12/1/2019	5451	Magnum 4 Head Light Tower	131000
12/1/2019	5452	Magnum 4 Head Light Tower	131000
12/1/2019	5453	Bomag Walk Behind Roller	131000
1/1/2020	5456	Repair 32144 - New Engine	131000
	5467	Transtech PQI 380 Density Gauge	131000
2/1/2020	5468	Transtech PQI 380 Density Gauge	131000
2/1/2020	5469	Crack Pro 125 Crack Sealer	131000
3/1/2020	5474	Linkbelt 750 Tele Crane	131000
3/1/2020	5475	Stanley DH9000 Drop Hammer	131000
3/1/2020	5476	Stanley DH9000 Drop Hammer	131000
3/1/2020	5483	Kubota RTV 100 MTV	131000

4/1/2020	5488	Broce KR350 Broom w/ Blade	131000
4/1/2020	5489	Broce KR350 Broom w/ Blade	131000
4/1/2020	5490	Wirtgen W150i Mill Machine	131000
5/1/2020	5535	Cat GC45K Forklift	131000
5/1/2020	5536	Ice I-19 Diesel Hammer	131000
5/1/2020	5537	Great Dane Drop Deck Trailer	131000
5/1/2020	5538	Great Dane Drop Deck Trailer	131000
5/1/2020	5540	Bobcat 24" Milling Head	131000
5/1/2020	5541	Wirtgen WR240i Stabilizer	131000
5/1/2020	5544	Cat D5KXL Dozer	131000
5/1/2020	5547	Cat CP56B Padfoot Roller	131000
5/1/2020	5548	Cat CP56B Padfoot Roller	131000
5/1/2020	5550	Cat 336F Excavator	131000
5/1/2020	5551	Cat AP1055F Track Paver	131000
5/1/2020	5552	Cat 262D Skid Stone	131000
5/1/2020	5554	Cat AP1055F Track Paver	131000
5/1/2020	5555	Cat AP1055F Track Paver	131000
5/1/2020	5556	Cat AP1055F Track Paver	131000
5/1/2020	5557	Cat CB13 Osc Asphalt Roller	131000
5/1/2020	5558	Cat CB13 Osc Asphalt Roller	131000
5/1/2020	5559	Cat CB13 Osc Asphalt Roller	131000
6/1/2020	5561	Cat 140M Grader	131000
6/1/2020	5562	Wirtgen WR240i Stabilizer	131000
6/1/2020	5563	Minnich 2 Gang Drill	131000
6/1/2020	5564	TSC7 Data Collector	131000
6/1/2020	5566	Cat 335F CR Excavator	131000
6/1/2020	5567	Cat 980M Loader	131000
6/1/2020	5568	Weiler W530A Side Paver	131000
6/1/2020	5573	Roadtec SB2500E w/Genset	131000
6/1/2020	5574	Cat CB54XW Asphalt Roller	131000
7/1/2020	5576	Cat CB13 Asphalt Roller	131000
7/1/2020	5579	Cat 314EL Excavator	131000
8/1/2020	5580	GPS SPS986 Rover	131000
8/1/2020	5581	Cat 308E2 CR Excavator	131000
8/1/2020	5583	Cat 938K IT Loader	131000
8/1/2020	5584	Cat 930K IT Loader	131000
8/1/2020	5585	Cat 938M IT Loader	131000
8/1/2020	5586	Cat CB54 XW Asphalt Roller	131000
8/1/2020	5587	Cat CB54 XW Asphalt Roller	131000
8/1/2020	5588	Cat CB54 XW Asphalt Roller	131000
10/1/2020	5595	Cat 259D MTL Loader	131000
10/1/2020	5596	Cat 259D MTL Loader	131000
10/1/2020	5599	Husqvarna Plate Compactor	131000
11/1/2020	5601	Cat 259D MTL Loader	131000
12/1/2020	5602	Cat 982M Loader	131000
12/1/2020	5606	Cat CB64B Asphalt Roller	131000
12/1/2020	5607	Cat CB64B Asphalt Roller	131000
12/1/2020	5608	Cat 420F IT Cab Backhoe	131000
12/1/2020	5609	Cat 420F IT Cab Backhoe	131000
12/1/2020	5610	Cat 420F IT Cab Backhoe	131000
12/1/2020	5612	Cat 420F IT Cab Backhoe	131000
12/1/2020	5613	Cat 420F IT Cab Backhoe	131000
12/1/2020	5614	Cat 420F IT Cab Backhoe	131000
12/1/2020	5616	Cat 308E2 CR Excavator	131000
12/1/2020	5617	Cat 308E2 CR Excavator	131000
12/1/2020	5618	Cat D5KXL Dozer	131000
12/1/2020	5619	Cat D6KXL Dozer	131000
12/1/2020	5620	Cat D6KXL Dozer	131000
1/1/2021	5635	JD 350G Excavator	131000
2/1/2021	5645	Transtech PQI 380 Density Gauge	131000
2/1/2021	5646	Transtech PQI 380 Density Gauge	131000
2/1/2021	5649	Cat 277B MTL Skid Steer	131000
2/1/2021	5657	Hyster XA-60 Forklift	131000
2/1/2021	5658	IR RT706F Forklift	131000
2/1/2021	5661	Kubota RTV 900 MTV	131000
2/1/2021	5662	Comet 40 Hydraulic Hammer	131000
2/1/2021	5663	Paledin Hydraulic Hammer	131000
2/1/2021	5665	JRB Hydrualic Quick Coupler	131000
2/1/2021	5667	Sweepster Hydraulic Boom	131000
2/1/2021	5668	Sweepster Hydraulic Boom	131000
2/1/2021	5669	Grouser 6 Way Dozer Blade	131000
2/1/2021	5671	IR 185 Air Compressor	131000
2/1/2021	5673	Bandit XP250 Chipper	131000

2/1/2021	5674	Clipper Walk Behind Saw	131000
2/1/2021	5678	Gomaco C450 Bridge Deck Machine	131000
2/1/2021	5701	Temp Barrier Wall	131000
3/1/2021	5704	JLG 86' 4x4 Manlift	131000
3/1/2021	5705	Geoquip SD70 Vibratory Dampener	131000
3/1/2021	5706	Geoquip SD70 Vibratory Dampener	131000
3/1/2021	5707	Kaeser Air Compressor	131000
4/1/2021	5708	Hamm H12i 84" Dirt Roller	131000
4/1/2021	5709	Komatsu PC360 Excavator	131000
4/1/2021	5711	Hamm HD+120VHF Asphalt Roller	131000
4/1/2021	5712	Line Lazer Paint Striper	131000
4/1/2021	5713	Hamm H12i 84" Dirt Roller	131000
4/1/2021	5715	Broce KR350 Broom w/ Blade	131000
4/1/2021	5716	Broce KR350 Broom w/ Blade	131000
4/1/2021	5717	Broce KR350 Broom w/ Blade	131000
4/1/2021	5718	Cat 335F CR Excavator	131000
4/1/2021	5719	Cat 335F CR Excavator	131000
5/1/2021	5761	Gomaco GT3600 Curb Machine	131000
5/1/2021	5762	Gomaco GT3600 Curb Machine	131000
5/1/2021	5764	Cat 259D3 MTL Loader	131000
5/1/2021	5767	Cat AP1055F Track Paver	131000
5/1/2021	5771	GPS SPS855 Base Station	131000
5/1/2021	5772	GPS SPS985 Rover	131000
5/1/2021	5773	TSC7 Data Collector	131000
5/1/2021	5774	GPS SPS855 Base Station	131000
5/1/2021	5775	GPS SPS985 Rover	131000
5/1/2021	5776	TSC3 Data Collector	131000
5/1/2021	5777	GPS SPS855 Base Station	131000
5/1/2021	5778	GPS SPS985 Rover	131000
6/1/2021	5780	Cat 420F2 IT Backhoe	131000
6/1/2021	5781	Cat 420F2 IT Backhoe	131000
6/1/2021	5782	Cat CB13 Asphalt Roller	131000
6/1/2021	5783	Cat CB13 Asphalt Roller	131000
7/1/2021	5785	Powerlatch Coupler	131000
7/1/2021	5786	Cat 246D Skid Steer	131000
7/1/2021	5788	Barrier Wall	131000
7/1/2021	5789	Barrier Wall	131000
7/1/2021	5790	Barrier Wall	131000
7/1/2021	5791	Barrier Wall	131000
7/1/2021	5792	Barrier Wall	131000
7/1/2021	5793	JD 350G Excavator	131000
7/1/2021	5794	GPS Base Station	131000
7/1/2021	5795	GPS Rover	131000
7/1/2021	5796	TSC7 Data Collector	131000
7/1/2021	5797	Trimble UTS Stringless Hardware	131000
7/1/2021	5798	Trimble UTS Stringless Hardware	131000
7/1/2021	5799	Trimble UTS Stringless Hardware	131000
7/1/2021	5800	Trimble Total Station	131000
7/1/2021	5801	Trimble Total Station	131000
7/1/2021	5802	Trimble Total Station	131000
7/1/2021	5803	Trimble Total Station	131000
7/1/2021	5804	Trimble Total Station	131000
7/1/2021	5806	T7 Tablet Data Collector w/Radio	131000
7/1/2021	5807	T7 Tablet Data Collector w/Radio	131000
8/1/2021	5808	Cat 336-VT Excavator	131000
8/1/2021	5809	Cat 980M Loader	131000
8/1/2021	5810	Cat 315 Excavator	131000
8/1/2021	5811	Cat AP655F 8' Track Paver	131000
8/1/2021	5812	Cat AP1055F Track Paver	131000
8/1/2021	5814	Broce KR350 Broom w/ Blade	131000
8/1/2021	5816	Storage Container JCI	131000
8/1/2021	5818	Rammer Hyd Hammer	131000
8/1/2021	5819	Allied Cruncher	131000
8/1/2021	5820	Gomaco C450 Finish Machine	131000
8/1/2021	5821	Storage Container JCI	131000
8/1/2021	5822	JD Exc Plate Compactor	131000
8/1/2021	5823	IR 185 Air Compressor	131000
8/1/2021	5824	Big Dawg 7" Angle Sweeper	131000
8/1/2021	5825	Kaeser M57 185 Air Compressor	131000
8/1/2021	5827	GME 816 Trench Box	131000
8/1/2021	5829	Tramac V1200 Hammer	131000
8/1/2021	5830	JD 240DX Excavator	131000
8/1/2021	5831	Storage Container JCI	131000

8/1/2021	5832	IR 843 Telehandler	131000
8/1/2021	5834	Storage Container JCI	131000
8/1/2021	5835	Topcon Robotic Total Station	131000
8/1/2021	5836	Mobile Office Container	131000
8/1/2021	5838	Magnum 3060 Light Tower	131000
8/1/2021	5839	Movax SP60 Driver/Extractor	131000
8/1/2021	5840	Pileco D30/32 Drop Hammer	131000
8/1/2021	5841	Komatsu WE250 IT Loader	131000
8/1/2021	5843	Prodig T20K Drill Head	131000
8/1/2021	5844	Takeuchi TL8 Track Skid Steer	131000
8/1/2021	5845	Sweepster Broom Attachment	131000
8/1/2021	5847	Takeuchi TB140CR Mini-Excavator	131000
8/1/2021	5849	Takeuchi TB140CR Mini-Excavator	131000
8/1/2021	5850	Storage Container JCI	131000
8/1/2021	5851	Storage Container JCI	131000
8/1/2021	5853	Sakai SW504 Sm Asph Roller	131000
8/1/2021	5854	Liliy CD15 Epoxy Machin	131000
8/1/2021	5855	Gomaco C450 Finish Machine	131000
8/1/2021	5856	Mac 12" Hyd Pump	131000
8/1/2021	5857	Movax SP100 Driver/Extractor	131000
8/1/2021	5858	Digga Drill Head	131000
8/1/2021	5859	HMC H20 Hyd Driver/Excavator	131000
8/1/2021	5860	JD 350G Excavator	131000
8/1/2021	5861	IR Light Tower	131000
8/1/2021	5890	Barrier Wall	131000
8/1/2021	5891	Barrier Wall	131000
8/1/2021	5892	Barrier Wall	131000
9/1/2021	5898	Linkbelt 1200 Tele-Crane	131000
9/1/2021	5899	Cat AP655F 8' Track Paver	131000
9/1/2021	5900	Repair 22321 - New Engine	131000
10/1/2021	5905	Cat CB13 Asphalt Roller	131000
10/1/2021	5906	Cat D6 Cab Dozer	131000
10/1/2021	5907	Cat D3 Cab Dozer	131000
10/1/2021	5908	Cat 336F Excavator	131000
10/1/2021	5909	Cat D5KXL Cab Dozer	131000
10/1/2021	5910	Cat D5KXL Cab Dozer	131000
10/1/2021	5911	Cat D6K2XL Cab Dozer	131000
10/1/2021	5912	Cat 336F Excavator	131000
10/1/2021	5913	Cat 325F Zero-Turn Excavator	131000
10/1/2021	5914	Cat 420F2 IT Backhoe	131000
10/1/2021	5915	Cat 336 VT Excavator	131000
11/1/2021	5924	Cat 246D Skid Steer	131000
11/1/2021	5926	Hamm H10i 84" Dirt Roller	131000
11/1/2021	5927	Hamm H10i 84" Dirt Roller	131000
12/1/2021	5933	GPS SPS986 Rover	131000
12/1/2021	5934	GPS SPS986 Rover	131000
12/1/2021	5935	GPS SPS986 Rover	131000
12/1/2021	5936	JLG 66' 4x4 Manlift	131000
12/1/2021	5937	Cat 420F2 IT Backhoe	131000
12/1/2021	5938	Cat 420F2 IT Backhoe	131000
12/1/2021	5939	Cat 420 F2 4+1 Backhoe	131000
12/1/2021	5940	Cat 420 F2 4+1 Backhoe	131000
12/1/2021	5941	Cat CB13 Osc Asphalt Roller	131000
12/1/2021	5942	G&Z S600 Concrete Paver	131000
12/1/2021	5944	Roadtec SP200 Spray Paver	131000
12/1/2021	5945	Cat CB13 Osc Asphalt Roller	131000
12/1/2021	5946	Cat 980M Loader	131000
1/1/2022	5949	Sullair 185 Air Compressor	131000
1/1/2022	5950	GME 624 Trench Box	131000
1/1/2022	5951	JD 245G Excavator	131000
1/1/2022	5952	JD 544L IT Loader w/Forks	131000
1/1/2022	5953	JD 544L IT Loader w/Forks	131000
2/1/2022	5955	Wirtgen W150XFI 4' Mill	131000
3/1/2022	5956-5973	Barrier Wall	131000
3/1/2022	5976	Broce KR350 Broom w/ Blade	131000
3/1/2022	5977	Broce KR350 Broom w/ Blade	131000
3/1/2022	5978	Broce KR350 Broom w/ Blade	131000
3/1/2022	5979	GPS - Dozer	131000
3/1/2022	5980	JLG 66' 4x4 Manlift	131000
1/1/2022	6011	Trailmaster Rescue Boat and Trailer	131000
1/1/2022	6012	Storage Box for HC110	131000
1/1/2022	6013	Storage Box for HC110	131000
1/1/2022	6016	Gomaco Finisher Machine	131000

1/1/2022	6017	Skid Steer Auger	131000
1/1/2022	6018	Toyota Foklift	131000
1/1/2022	6020	Allen Air Screed	131000
1/1/2022	6022	New Holland Skid Steer	131000
1/1/2022	6023	MCT 30/20 Diesel Hammer	131000
1/1/2022	6024	H&M 75 Power Pack/Extractor	131000
1/1/2022	6025	Mayco Grout Pump	131000
1/1/2022	6028	IR 9000# Forklift	131000
1/1/2022	6029	Gomaco Deck Machine Parts	131000
1/1/2022	6030	Barge 24'	131000
1/1/2022	6031	Pontoon Boat	131000
1/1/2022	6035	Kent Plate Compactor (EX200)	131000
1/1/2022	6036	Ingersoll Rand 375 Air Compressor	131000
1/1/2022	6037	Rescue Boat	131000
1/1/2022	6038	Ice 416 Power Pack/Extractor	131000
1/1/2022	6039	Cat D5C Dozer	131000
1/1/2022	6041	Rammer Hammer (EX60)	131000
1/1/2022	6042	Kent Skid Steer Breaker (MA548)	131000
1/1/2022	6044	IR185 Air Compressor	131000
1/1/2022	6046	Terex HC80 Crane	131000
1/1/2022	6047	APE D19/42 Hammer	131000
1/1/2022	6049	Ingersoll Rand 375 Air Compressor	131000
1/1/2022	6050	New Holland LS190 Skid Steer	131000
1/1/2022	6051	Kawasaki 70Z Loader	131000
1/1/2022	6052	New Holland Broom Attachment	131000
1/1/2022	6053	Boat	131000
1/1/2022	6054	Atlas Copco Hammer (EX200)	131000
1/1/2022	6055	Alitec CP24 Milling Head	131000
1/1/2022	6056	Pioneer 8" Water Pump	131000
1/1/2022	6058	Case CX210B Excavator	131000
1/1/2022	6059	Kawasaki 70ZV Loader	131000
1/1/2022	6060	EZ Drill Single Gang Drill	131000
1/1/2022	6061	IR SD45D Dirt Roller	131000
1/1/2022	6063	Storage Box	131000
1/1/2022	6064	Atlas Copco 185 Air Compressor	131000
4/1/2022	6065	Geoquip SD70 Vibratory Dampener	131000
4/1/2022	6066	Geoquip SD70 Vibratory Dampener	131000
4/1/2022	6067	Barrier Wall	131000
4/1/2022	6068	Cat D5 LGP Cab Dozer	131000
4/1/2022	6069	Weiler E1650 Buggy w/Genset	131000
5/1/2022	6080 -6091	Barrier Wall	131000
6/1/2022	6127	Case Track Skid Stter	131000
6/1/2022	6128	Case Track Skid Stter	131000
6/1/2022	6134	Trimble Total Station	131000
6/1/2022	6135	Trimble Total Station	131000
6/1/2022	6137	G&Z Concrete Paver	131000
7/1/2022	6140	Paving Kit	131000
7/1/2022	6141	Cat D6T Dozer	131000
7/1/2022	6143	Transtech PQI 380 Density Gauge	131000
7/1/2022	6144	Transtech PQI 380 Density Gauge	131000
7/1/2022	6145	Cat 315 Excavator	131000
7/1/2022	6146	Cat 315 Excavator	131000
7/1/2022	6147	Cat 315 Excavator	131000
7/1/2022	6148	Cat 315 Excavator	131000
7/1/2022	6149	Cat 349F Excavator	131000
7/1/2022	6150	Cat D6 LGP Dozer	131000
7/1/2022	6151	Cat D5 LGP Dozer	131000
7/1/2022	6152	Cat D5 LGP Dozer	131000
7/1/2022	6153	Weiler W530A Side Paver	131000
7/1/2022	6154	Repair 29030 - Auger Head	131000
7/1/2022	6155	TSC7 Data Collector	131000
7/1/2022	6156	TSC7 Data Collector	131000
7/1/2022	6157	TSC7 Data Collector	131000
8/1/2022	6158	Bomag Plate Compactor	131000
8/1/2022	6159	Cat 248D Skid Steer and Grinder	131000
8/1/2022	6160	Cat 259D3 MTL Loader	131000
8/1/2022	6161	GPS Trimble System	131000
8/1/2022	6162	GPS SPS855 Base Station	131000
8/1/2022	6163	GPS Trimble System	131000
8/1/2022	6164	GPS Trimble System	131000
8/1/2022	6165	GPS Trimble System	131000
8/1/2022	6170	Cat 246D Skid Steer	131000
9/1/2022	6202	Repair 56019 - Torque Hub	131000

9/1/2022	6203	JD 844 Plant Loader	131000
9/1/2022	6205	Cat 259D3 MTL Loader	131000
9/1/2022	6206	Cat 259D3 MTL Loader	131000
9/1/2022	6208	Repair 43060 - New Axle	131000
10/1/2022	6209	Terex #3F Track Crane	131000
10/1/2022	6211	Gomaco #22 Finish Machine	131000
10/1/2022	6212	6" G/R Pump	131000
10/1/2022	6213	5080 LFT Barrier Wall	131000
10/1/2022	6215	Trimble GPS	131000
10/1/2022	6216	TSC7 Data Collector	131000
10/1/2022	6217	Trimble Total Station	131000
10/1/2022	6218	Trimble Total Station	131000
10/1/2022	6219	Trimble Total Station	131000
10/1/2022	6220	Trimble Total Station	131000
10/1/2022	6221	Trimble GPS	131000
10/1/2022	6222	Trimble Total Station	131000
10/1/2022	6223	Trimble Total Station	131000
10/1/2022	6224	Trimble Total Station	131000
10/1/2022	6225	Trimble Total Station	131000
10/1/2022	6226	TSC7 Data Collector	131000
10/1/2022	6227	Repair 22159 Transmission	131000
10/1/2022	6228	Broce KR350 Broom w/ Blade	131000
11/1/2022	6231	Cat D6N LGP Dozer	131000
12/1/2022	6235	Hyster #19B 15000# Forklift	131000
12/1/2022	6237	Kent #29B KCX1100 Jaw Crusher	131000
12/1/2022	6238	Case #19 586E 6000# Forklift	131000
12/1/2022	6239	Morrison Screed #22B	131000
12/1/2022	6240	Hyster #19A 8000# Forklift	131000
12/1/2022	6241	IR #26B 175 Air Compressor	131000
12/1/2022	6242	Interstate #64E Saw Trailer	131000
12/1/2022	6243	Terex #4B 560 Truck Crane	131000
12/1/2022	6244	Custom #61A 5 Ton Tilt Traile	131000
12/1/2022	6245	IR #25B 185 Air Compressor	131000
12/1/2022	6246	Case #7A 580M Backhoe	131000
12/1/2022	6248	Terex #3D HC80 Track Crane	131000
12/1/2022	6249	APE #21D D19-42 Diesel Hammer	131000
12/1/2022	6250	Cam #62A 20' Utility Trailer	131000
12/1/2022	6252	APE #21C D30-32 Diesel Hammer	131000
12/1/2022	6253	IR #25C 375 Air Compressor	131000
12/1/2022	6254	IR #25A 185 Air Compressor	131000
12/1/2022	6255	Gomaco #22L C450 Finish Machine	131000
12/1/2022	6256	IR #25D 185 Air Compressor	131000
12/1/2022	6257	APE #21F D12-42 Diesel Hammer	131000
12/1/2022	6258	Terex #3 HC80 Track Crane	131000
12/1/2022	6260	Case #11C 850K II Dozer	131000
12/1/2022	6261	Case #11G 650K II Dozer	131000
12/1/2022	6262	H&M #21G 1700 Vibratory Extractor	131000
12/1/2022	6263	APE #21H D30-32 Diesel Hammer	131000
12/1/2022	6265	Chevy 1500 #41P Truck	131000
12/1/2022	6266	Case #9C TR270 Track Skid Steer	131000
12/1/2022	6269	Arrow HY Hammer	131000
12/1/2022	6270	Case #5S CX145C SR Excavator	131000
12/1/2022	6271	Allied #29L 1322 Hammer	131000
12/1/2022	6272	Case #5V CX470C Excavator	131000
12/1/2022	6273	Chevy 1500 #41R Truck	131000
12/1/2022	6274	Case #5W CX470C Excavator	131000
12/1/2022	6275	Hyster #19G H90FT Forklift	131000
12/1/2022	6276	Terex #2C RT555 Crane	131000
12/1/2022	6278	Chevy 1500 #44L Truc	131000
12/1/2022	6279	Chevy 1500 #41t Truck	131000
12/1/2022	6280	Terex #3G HC110-1 Track Crane	131000
12/1/2022	6281	Case #5X CX470C Excavator	131000
12/1/2022	6282	Allied #29P 4099 Hammer	131000
12/1/2022	6284	Chevy 1500 #43M Truck	131000
12/1/2022	6285	Terex #2D RT655 Crane	131000
12/1/2022	6286	Terex #2F RT555 Crane	131000
12/1/2022	6287	Movax #21K Sheeting Driver	131000
12/1/2022	6289	Terex #2G RT335-1 Crane	131000
12/1/2022	6290	Terex #2H RT335 Crane	131000
12/1/2022	6291	Case #11M 1150M GPS Dozer	131000
12/1/2022	6292	Case #11K 650M Dozer	131000
12/1/2022	6293	Case #5B CX245D Excavator	131000
12/1/2022	6295	Chevy 1500 #42M Truck	131000

12/1/2022	6296	Chevy 1500 #42P Truck	131000
12/1/2022	6298	Chevy 1500 #43N Ext Truck	131000
12/1/2022	6299	Hyster #19H H90FT Forklift	131000
12/1/2022	6300	Case #5F CX245D Excavator	131000
12/1/2022	6301	Case #5G CX210D Excavator	131000
12/1/2022	6302	Case #5H CX210D Excavator	131000
12/1/2022	6304	Chevy 2500 #50J Truck	131000
12/1/2022	6305	Allied #29T 1322E Hammer	131000
12/1/2022	6306	JLG #69D 860SJ Manlift	131000
12/1/2022	6307	JLG #69E 860SJ Manlift	131000
12/1/2022	6308	JLG #69F 800AJ Manlift	131000
12/1/2022	6309	JLG #69G 660SJ Manlift	131000
12/1/2022	6310	JLG #69H 660AJ Manlift	131000
12/1/2022	6311	Case #11N 650M Dozer	131000
12/1/2022	6312	Case #5A CX210D Excavator	131000
12/1/2022	6313	Case #5E CX145D Excavator	131000
12/1/2022	6314	Cronkhite #62G Utility Trailer	131000
12/1/2022	6315	Terex #3K HC120 Track Crane	131000
12/1/2022	6316	Terex #3L HC120 Track Crane	131000
12/1/2022	6317	Terex #3H HC110-1 Track Crane	131000
12/1/2022	6318	Terex #3J HC165 Track Crane	131000
12/1/2022	6319	Terex #2J RT555-1 Crane	131000
12/1/2022	6320	Terex #2K RT555-1 Crane	131000
12/1/2022	6321	Superior #17C DT74C Broom	131000
12/1/2022	6322	Chevy 2500 #41W 4x4 Truck	131000
12/1/2022	6323	Chevy 1500 #44R Truck	131000
12/1/2022	6324	Chevy 1500 #44P Truck	131000
12/1/2022	6331	GMC 1500 #42K Ext Cab 4x4 Truck	131000
12/1/2022	6575	Crack Pro 125 Crack Sealer	131000
12/1/2022	6578	JD 624L IT Loader	131000
12/1/2022	6579	JD 524P IT Loader	131000
12/1/2022	6580	Cat CB24B SM Roller	131000
12/1/2022	6581	Cat CB24B SM Roller	131000
12/1/2022	6582	Cat CB24B SM Roller	131000
12/1/2022	6583	Cat CB24B SM Roller	131000
12/1/2022	6586	Repair 29034	131000
12/1/2022	6590	Cat AP655 8' Track Paver	131000
12/1/2022	6591	Cat 259D3 Track Skid Steer	131000
1/1/2023	6601	Repair 22160	131000
1/1/2023	6602	Repair 5362	131000
2/1/2023	6605	DJI Mavik 3 RTK Drone	131000
2/1/2023	6606	DJI Mavik 3 RTK Drone	131000
2/1/2023	6607	DJI Mavik 3 RTK Drone	131000
2/1/2023	6608	DJI Mavik 3 RTK Drone	131000
3/1/2023	6609	Trimble Kit	131000
3/1/2023	6610	Trimble Kit	131000
3/1/2023	6611	Trimble Kit	131000
3/1/2023	6612	Trimble Kit	131000
3/1/2023	6617	Repair 32154- Engine	131000
3/1/2023	6618	CB-60 Bucket	131000
3/1/2023	6619	Repair75060- Bushings	131000
3/1/2023	6620	Case CX245D Excavator	131000
3/1/2023	6621	Case CX145D Excavator	131000
3/1/2023	6622	Case TR270B Track Skid Steer	131000
3/1/2023	6623	Case TR270B Track Skid Steer	131000
3/1/2023	6624	Case TR270B Track Skid Steer	131000
3/1/2023	6625	Cat 259D3 Track Skid Steer	131000
3/1/2023	6626	Cat 259D3 Track Skid Steer	131000
3/1/2023	6627	Cat 259D3 Track Skid Steer	131000
3/1/2023	6628	Cat 315 Excavator	131000
3/1/2023	6629	Cat 315 Excavator	131000
3/1/2023	6630	Cat 315 Excavator	131000
4/1/2023	6634	Repair 15236 - Engine	131000
4/1/2023	6635	Repair 1106 - Misc Repairs	131000
4/1/2023	6636	Repair 48040 - Rebuilt Hammer	131000
4/1/2023	6638	Linkbelt 1200 Tele-Crane	131000
4/1/2023	6639	AST RMP624 Epoxy Machine	131000
4/1/2023	6642	Gomaco PS460 Placer	131000
5/1/2023	6654	TSC7 Data Collector	131000
5/1/2023	6655	TSC7 Data Collector	131000
5/1/2023	6656	Trimble Total Station	131000
5/1/2023	6657	Trimble Total Station	131000
5/1/2023	6658	Trimble Total Station	131000

5/1/2023	6659	Trimble Total Station	131000
5/1/2023	6660	Trimble Total Station	131000
5/1/2023	6661	Trimble Total Station	131000
5/1/2023	6662	Cat 259D3 Track Skid Steer	131000
5/1/2023	6663	Cat 259D3 Track Skid Steer	131000
5/1/2023	6664	Cat 259D3 Track Skid Steer	131000
5/1/2023	6667	Cat AP655 8' Track Paver	131000
5/1/2023	6668	Cat AP655 8' Track Paver	131000
5/1/2023	6669	Cat AP655 8' Track Paver	131000
5/1/2023	6670	Cat 315 Excavator	131000
5/1/2023	6671	Cat 315 Excavator	131000
5/1/2023	6672	Cat 315 Excavator	131000
5/1/2023	6673	Cat 330 Excavator	131000
5/1/2023	6674	Cat 330 Excavator	131000
5/1/2023	6675	Cat 335 Excavator	131000
5/1/2023	6676	Cat 340 Excavator	131000
5/1/2023	6677	Cat 340 Excavator	131000
5/1/2023	6678	Cat 352 Excavator	131000
5/1/2023	6679	Case CX145D Excavator	131000
5/1/2023	6680	Repair 56026 - Plow Rails	131000
5/1/2023	6744	Cat 980 Loader	131000
5/1/2023	6745	Cat 980 Loader	131000
5/1/2023	6746	Cat 325 Excavator	131000
6/1/2023	6747	Cat D3 Cab Dozer	131000
6/1/2023	6748	Cat 335 Excavator	131000
6/1/2023	6749	Cat 315 Excavator	131000
7/1/2023	6759	Gomaco TC-5600 TC Machine	131000
7/1/2023	6760	Gomaco RTP500 Placer	131000
7/1/2023	6766	John Deere High Speed Profiler Gator	131000
7/1/2023	6767	Terramite TRS-6 Roller Screed	131000
7/1/2023	6769	Trimble PCS900 Kit	131000
7/1/2023	6770	Trimble PCS900 Kit	131000
7/1/2023	6771	Trimble Roadwork 3D	131000
7/1/2023	6772	TSC7 Data Collector	131000
7/1/2023	6773	Concrete Barrier Wall	131000
8/1/2023	6774	Hamm HC Dirt Roller	131000
8/1/2023	6775	JD 350G Excavator	131000
8/1/2023	6776	NPK GH-7 Hammer	131000
8/1/2023	6777	NPK GH-7 Hammer	131000
8/1/2023	6778	NPK GH-12 Hammer	131000
8/1/2023	6779	GPS R780 Rover	131000
8/1/2023	6780	GPS R780 Rover	131000
8/1/2023	6781	GPS R780 Rover	131000
8/1/2023	6782	TSC7 Data Collector	131000
8/1/2023	6783	TSC7 Data Collector	131000
8/1/2023	6784	Trimble Total Station	131000
8/1/2023	6785	Trimble Total Station	131000
8/1/2023	6786	Trimble Total Station	131000
8/1/2023	6787	Trimble Total Station	131000
8/1/2023	6788	Trimble PCS900 Kit	131000
8/1/2023	6789	Trimble PCS900 Kit	131000
8/1/2023	6790	Trimble PCS900 Kit	131000
8/1/2023	6791	Trimble PCS900 Kit	131000
8/1/2023	6793	Trimble Total Station	131000
8/1/2023	6794	Trimble Total Station	131000
8/1/2023	6796	Repair 30289 - Rebuild Main Lift	131000
8/1/2023	6798	Burlap Drag Assembly	131000
8/1/2023	6799	Wirtgen W150i 4' Mill	131000
8/1/2023	6800	Trimble Total Station	131000
8/1/2023	6803	Cat 259D3 Track Skid Steer	131000
8/1/2023	6804	Cat 259D3 Track Skid Steer	131000
8/1/2023	6805	Cat 259D3 Track Skid Steer	131000
8/1/2023	6806	Metal Barrier Wall	131000
9/1/2023	6811	Trimble PCS900 Kit	131000
9/1/2023	6814	Cat 982 Loader	131000
9/1/2023	6815	Cat 282D Skid Steer	131000
9/1/2023	6816	Cat 259D3 Track Skid Steer	131000
10/1/2023	6817	Repair 10218 - Engine	131000
10/1/2023	6818	Cat 325 Zero-Turn Excavator	131000
10/1/2023	6819	Cat 335 Excavator	131000
10/1/2023	6820	Cat 259D3 Track Skid Steer	131000
10/1/2023	6821	Cat PC306 24" Milling Head	131000
10/1/2023	6824	Cat 349F Excavator	131000

10/1/2023	6825	Repair 56085 - Poly Roller Assy	131000
10/1/2023	6826	Trimble CB460T GPS	131000
11/1/2023	6828	JD 904P Loader	131000
12/1/2023	6840	NPK GH-12 Hammer	131000
1/1/2024	6848	Cat CB13 Asphalt Roller	131000
1/1/2024	6849	Cat CB13 Asphalt Roller	131000
1/1/2024	6850	Cat 325 Zero-Turn Excavator	131000
1/1/2024	6851	Cat 259D3 Track Skid Steer	131000
1/1/2024	6853	Linkbelt 218HSL 110T Crane	131000
2/1/2024	6866	Gradall XL4100SV Excavator	131000
2/1/2024	6867	Gomaco GP3 Concrete Paver	131000
2/1/2024	6868	Trimble PCS900 Kit	131000
3/1/2024	6870	TSC7 Data Collector	131000
3/1/2024	6871	GPS R780 Rover	131000
3/1/2024	6872	TSC7 Data Collector	131000
3/1/2024	6873	TSC7 Data Collector	131000
3/1/2024	6874	GPS R780 Rover	131000
3/1/2024	6875	GPS R750 Base Station	131000
3/1/2024	6876	TSC7 Data Collector	131000
3/1/2024	6877	GPS R780 Rover	131000
3/1/2024	6878	TSC7 Data Collector	131000
3/1/2024	6879	Trimble SPS720 Total Station	131000
3/1/2024	6880	Trimble SPS720 Total Station	131000
3/1/2024	6881	Trimble SPS720 Total Station	131000
3/1/2024	6882	Trimble SPS720 Total Station	131000
3/1/2024	6883	GPS R780 Rover	131000
3/1/2024	6884	TSC7 Data Collector	131000
3/1/2024	6885	TSC7 Data Collector	131000
3/1/2024	6886	CP 185 Air Compressor	131000
3/1/2024	6887	Sullair 185 Air Compressor	131000
3/1/2024	6894	NPK GH-12 Hammer	131000
3/1/2024	6895	JD 644P IT Loader	131000
3/1/2024	6896	Hamm HC Dirt Roller	131000
4/1/2024	6959	Case TR270B Track Skid Steer	131000
4/1/2024	6960	Case TR270B Track Skid Steer	131000
4/1/2024	6963	GPS R750 Base Station	131000
4/1/2024	6964	TSC7 Data Collector	131000
4/1/2024	6965	Trimble Total Station	131000
4/1/2024	6966	Trimble Total Station	131000
4/1/2024	6967	Trimble Total Station	131000
4/1/2024	6968	Trimble Total Station	131000
4/1/2024	6969	TSC7 Data Collector	131000
4/1/2024	6970	GPS R750 Base Station	131000
4/1/2024	6971	GPS R780 Rover	131000
4/1/2024	6972	TSC7 Data Collector	131000
4/1/2024	6973	TSC7 Data Collector	131000
4/1/2024	6974	TSC7 Data Collector	131000
4/1/2024	6975	GPS R780 Rover	131000
4/1/2024	6976	GPS R780 Rover	131000
4/1/2024	6977	GPS R780 Rover	131000
4/1/2024	6978	GPS R780 Rover	131000
5/1/2024	7534	Broce KR350 Broom w/ Blade	131000
5/1/2024	7539	Trimble TEWCD3 GPS	131000
5/1/2024	7540	Trimble TEWCD3 GPS	131000
5/1/2024	7541	TSC7 Data Collector	131000
5/1/2024	7542	GPS R780 Rover	131000
5/1/2024	7543	Barrier Wall	131000
6/1/2024	7587	NPK GH-7 Hammer	131000
6/1/2024	7588	Broce KR350 Broom w/ Blade	131000
6/1/2024	7590	Trimble Roadwork 3D	131000
6/1/2024	7591	TSC7 Data Collector	131000
6/1/2024	7593	JD 350G Excavator	131000
6/1/2024	7594	NPK GH-12 Hammer	131000
6/1/2024	7595	Werk Hydraulic Coupler	131000
6/1/2024	7597	WB D-Lock Coupler	131000
6/1/2024	7598	Broce KR350 Broom w/ Blade	131000
6/1/2024	7602	Case VR73 Roller Attachment	131000
7/1/2024	7611	Cat CB54B Asphalt Rolelr	131000
7/1/2024	7613	Genie 85' Manlift	131000
7/1/2024	7614	Sullair 185 Air Compressor	131000
7/1/2024	7615	Cat 982 Loader	131000
7/1/2024	7616	Cat 255 Track Skid Steer	131000
7/1/2024	7617	Work Tools - Cat Excavator	131000

7/1/2024	7618	Cat 315 Excavator	131000
7/1/2024	7619	Cat 980 Loader	131000
7/1/2024	7620	Cat 938M IT Loader	131000
7/1/2024	7621	Cat 330 Excavator	131000
7/1/2024	7622	Cat 335 Excavator	131000
7/1/2024	7623	Cat M318 RT Excavator	131000
7/1/2024	7624	Cat AP655 8' Track Paver	131000
7/1/2024	7625	Cat 255 Track Skid Steer	131000
7/1/2024	7626	Cat 255 Track Skid Steer	131000
7/1/2024	7627	Cat 255 Track Skid Steer	131000
7/1/2024	7628	Cat 255 Track Skid Steer	131000
7/1/2024	7629	Cat D3 Cab Dozer	131000
7/1/2024	7630	Cat D3 Cab Dozer	131000
7/1/2024	7631	Cat 330 Excavator	131000
7/1/2024	7632	Cat 420 IT Backhoe	131000
7/1/2024	7633	Cat D5 LGP Dozer	131000
7/1/2024	7634	Cat 340 Excavator	131000
7/1/2024	7635	Cat 340 Excavator	131000
7/1/2024	7636	Cat 315 Excavator	131000
7/1/2024	7637	Cat AP655 8' Track Paver	131000
7/1/2024	7638	Cat AP1055F Track Paver	131000
7/1/2024	7639	Cat 335 Excavator	131000
7/1/2024	7640	Cat 255 Track Skid Steer	131000
7/1/2024	7641	Cat 255 Track Skid Steer	131000
7/1/2024	7642	Cat 255 Track Skid Steer	131000
7/1/2024	7643	Cat AP1055F Track Paver	131000
7/1/2024	7644	Cat AP1055F Track Paver	131000
7/1/2024	7646	Cat 352 Excavator	131000
7/1/2024	7647	Cat BU118 Pickup Broom	131000
7/1/2024	7649	Bobcat T770 Track Skid Steer	131000
7/1/2024	7650	Bobcat T770 Track Skid Steer	131000
8/1/2024	7652	Cat 330 Excavator	131000
8/1/2024	7655	NPK GH-12 Hammer	131000
8/1/2024	7656	Cat 72" Excavator Bucket	131000
9/1/2024	7660	Cat 983 IT Loader	131000
9/1/2024	7661	Cat AP1055 10' Paver	131000
9/1/2024	7662	Cat 315 Excavator	131000
9/1/2024	7663	Cat 330 Excavator	131000
9/1/2024	7664	Cat CB13 Asphalt Roller	131000
9/1/2024	7665	Cat CB13 Asphalt Roller	131000
9/1/2024	7666	Repair 32215 - Engine Replacement	131000
9/1/2024	13	GPS System	131000
9/1/2024	7669	Teremite TRS-8 Roller Screed	131000
9/1/2024	7670	Teremite TRS-8 Roller Screed	131000
10/1/2024	7687	Trimble TEWCD3 GPS	131000
10/1/2024	7688	Repair 48058 - Hammer	131000
10/1/2024	7689	Hotsy Model 1474N Hot Water Pressure Washer	131000
10/1/2024	7692	Hamm HC Dirt Roller	131000
10/1/2024	7693	Hamm HD Asphalt Roller	131000
10/1/2024	7694	Hamm HD Asphalt Roller	131000
10/1/2024	7699	GPS R750 Base Station	131000
10/1/2024	7700	Repair 75067 - New Cab	131000
11/1/2024	7713	Buffalo KB6 Tow Behind Blower	131000
11/1/2024	7714	Weiler E2850C w/Genset	131000
11/1/2024	7715	Cat 980 Loader	131000
11/1/2024	7716	Wacker RC50 54" Dirt Roller	131000
12/1/2024	7762	JD 135P Excavator	131000
12/1/2024	7763	JD 350P Excavator	131000
12/1/2024	7764	JD 250P Excavator	131000
12/1/2024	7766	Minnich 4 Gang Drill	131000
12/1/2024	7767	Repair 2050 - Winter Repairs	131000
12/1/2024	7768	Repair 2024 - Winter Repairs	131000
12/1/2024	7769	Cat 262D3 Skid Steer w/Mill	131000
12/1/2024	7770	Cat 255 Track Skid Steer	131000
12/1/2024	7771	Cat 255 Track Skid Steer	131000
12/1/2024	7772	Cat 255 Track Skid Steer	131000
12/1/2024	7773	Cat 255 Track Skid Steer	131000
12/1/2024	7779	Cimline MA4 Kettle (J-Band)	131000
1/1/2025	8001	Cimline MA4 Kettle (J-Band)	131000
2/1/2025	8013	Husqvarna Plate Compactor	131000
2/1/2025	8014	Husqvarna Plate Compactor	131000
3/1/2025	8023	NPK M38 Multiprocessor	131000
3/1/2025	8024	Minnich 4 Gang Drill	131000

3/1/2025	8025	Repair 56019 - Roller Assembly	131000
3/1/2025	8026	Bidwell 2450 Deck Machine	131000
3/1/2025	8027	TSC7 Data Collector	131000
3/1/2025	8028	GPS R 780 Rover	131000
4/1/2025	8030	Sullair 185 Air Compressor	131000
5/1/2025	8090	Gomaco GT3600 Curb Machine	131000
5/1/2025	8091	Trimble PCS900 Kit	131000
5/1/2025	8092	VS Ultra Push 330' Camera	131000
5/1/2025	8097	GPS R750 Base Station	131000
5/1/2025	8099	CP 175 Air Compressor	131000
5/1/2025	8100	CP 175 Air Compressor	131000
5/1/2025	8101	JLG 1055 Telehandler	131000
5/1/2025	8102	Repair 22347 - Engine	131000
5/1/2025	8103	Repair 32126 - Engine	131000
5/1/2025	8104	Cat 282D Skid Steer	131000
5/1/2025	8105	Cat 282D Skid Steer	131000
6/1/2025	8109	Hotsy Model 1452N Hot Water Pressure Washer	131000
6/1/2025	8112	Sullair 185 Air Compressor	131000
6/1/2025	8113	CP 175 Air Compressor	131000
6/1/2025	8118	Cat AP655 8' Track Paver	131000
7/1/2025	8169	Curb Mold Assembly	131000
7/1/2025	8170	CP 175 Air Compressor	131000
7/1/2025	8171	Gomaco TC-5600 TC Machine	131000
7/1/2025	8172	Equip 56092 25HP Gas Engine	131000
7/1/2025	8173	JD 904P Loader	131000
7/1/2025	8177	Trimble TEWCD3 GPS	131000
7/1/2025	8178	Trimble TEWCD3 GPS	131000
7/1/2025	8180	Cat AP1055 10' Paver	131000
7/1/2025	8181	Cat 980 Loader	131000
7/1/2025	8183	Cat 315 Excavator	131000
7/1/2025	8184	Cat 325 Excavator	131000
7/1/2025	8185	Cat AP1055 10' Paver	131000
7/1/2025	8186	Cat D6 LGP Dozer	131000
7/1/2025	8187	Cat 140 Grader	131000
7/1/2025	8188	Cat 340 Excavator	131000
7/1/2025	8189	Cat 315 Excavator	131000
7/1/2025	8190	Cat 255 Track Skid Steer	131000
7/1/2025	8191	Cat 255 Track Skid Steer	131000
7/1/2025	8192	Cat 262D3 Skid Steer w/Mill	131000
8/1/2025	8195	TSC7 Data Collector	131000
8/1/2025	8196	Trimble Total Station	131000
8/1/2025	8197	TSC7 Data Collector	131000
8/1/2025	8198	GPS R750 Base Station	131000
8/1/2025	8199	DJI Matrice 350 RTK Drone	131000
8/1/2025	8200	GPS R750 Base Station	131000
8/1/2025	8203	Equip 56023 Barrier Mount	131000
8/1/2025	8204	Cat 325 Excavator	131000
8/1/2025	8205	Cat D5 LGP Dozer	131000
8/1/2025	8206	Cat 980 Loader	131000
9/1/2025	8214	GPS R780 Rover	131000
9/1/2025	8216	Cat 340 Excavator	131000
9/1/2025	8217	Trimble TEWCD3 GPS	131000
9/1/2025	8218	Cat 255 Track Skid Steer	131000
9/1/2025	8219	Cat CB2.7 Small Roller	131000
9/1/2025	8220	Cat CB2.7 Small Roller	131000
9/1/2025	8221	Cat CB13 Asphalt Roller	131000
9/1/2025	8222	Cat CB13 Asphalt Roller	131000
9/1/2025	8223	Cat CB13 Asphalt Roller	131000
9/1/2025	8224	Cat CB13 Asphalt Roller	131000
9/1/2025	8225	Cat CB13 Asphalt Roller	131000
9/1/2025	8226	Cat CB13 Asphalt Roller	131000
10/1/2025	8234	Cat 255 Track Skid Steer	131000
10/1/2025	8235	Cat 255 Track Skid Steer	131000
10/1/2025	8236	Cat 255 Track Skid Steer	131000
10/1/2025	8237	Cat D3 Cab Dozer	131000
10/1/2025	8238	Cat 336 Ripper Tooth Attachment	131000
10/1/2025	8241	JD 544P IT Loader	131000
10/1/2025	8242	JD 135P Excavator	131000
10/1/2025	8243	JD 135P Excavator	131000
11/1/2025	8245-8249	25,090 LFT Barrier Wall	131000
11/1/2025	8253	Cat 325 Excavator	131000
11/1/2025	8256	Repair 75016 - Undercarriage	131000
11/1/2025	8259	Weiler W530B Side Paver	131000

12/1/2025	8260	Cat 420XE Backhoe	131000
12/1/2025	8261	Cat 420XE Backhoe	131000
12/1/2025	8262	Cat 325 Excavator	131000
12/1/2025	8265	Repair Cab Replacement	131000
12/1/2025	8266	Cat CB13 Asphalt Roller	131000
12/1/2025	8267	Cat CB Asphalt Roller	131000
12/1/2025	8268	Cat CB Asphalt Roller	131000
12/1/2025	8269	Cat CB Asphalt Roller	131000
12/1/2025	8272	Wirtgen W1210XF Milling Machine	131000
12/1/2025	8273	Linkbelt 800 Tele-Crane	131000
12/1/2025	8274	JD 350P Excavator	131000
12/1/2025	8275	Cat 260 Skid Steer	131000
12/1/2025	8276	NPK GH-6 Hammer	131000
2/1/2026	8324	Cat 265 Track Skid Steer	131000

General Form No. 96-a Prescribed by the State Board of Accounts of Indiana. Revised 1949.

Standard Questionnaires and Financial Statement for Bidders

Prescribed by

THE STATE BOARD OF ACCOUNTS OF INDIANA

For use in investigating and determining the qualifications of bidders on public construction when the aggregate cost of any such work or improvement will be Five Thousand Dollars or more.

These statements to be submitted under oath by each bidder with and as a part of his bid, as provided by Chapter 306, page 1248, Acts of 1947

Submitted to Town of Munster

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

{ A Limited Partnership

Address 1700 E. Main St, Griffith, IN 46319

Date submitted July 17, 2026

Filed _____

_____

_____

A.E. BOYCE CO., MUNCIE, IND.

Sec. 2 of an Act entitled *"AN* ACT concerning the awarding of contracts for the performance of public work and authorizing the board of accounts to prescribe certain forms to be used in ascertaining the responsibility of contractors who submit bids for the performance of such work, providing for plans and specifications, providing for bids repealing certain laws and declaring an emergency." (Approved March 13, 1947.)

Sec. 2. Whenever the aggregate costs of any work or improvement will be five thousand dollars ($5,000.00) or more, for the purpose of enabling such board, commission, trustee, officer or agent to ascertain and determine which of the bidders submitting bids for the performance of any such public work is, in the judgment of such board, commission, trustee, officer or agent, the lowest and/or best bidder and to exercise intelligently the discretion hereby conferred on such board, commission, trustee, officer or agent each bidder shall be required to submit under oath with and as a part of his bid a statement of his experience, his proposed plan for performing such work and the equipment which he has available for the performance of such work and a financial statement. The statements hereby required shall be submitted on forms which shall be prescribed by the state board of accounts. The forms so prescribed shall be designated, respectively, as the experience questionnaire, the plan and equipment questionnaire and the contractor's financial statement, and shall be based, so far as applicable, on the standard questionnaires and financial statement for bidders as approved and recommended by the joint conference on construction practices, for use in investigating the qualifications of bidders on public construction work, and the forms so prescribed are hereby prescribed as the forms which shall hereafter be used by all such boards, commissions, trustees, officers and agents in obtaining the information which is required in the administration of this act. If the information submitted by any bidder on the forms herein prescribed is found, on examination, to be unsatisfactory, the bid submitted by such bidder shall not be considered. (Burns Statutes 1933, Sec. 53-109) Sec. 2, Chapter 306, Acts of 1947.

TO THE BIDDER—

The following forms of questionnaires and financial statement are prescribed by the State Board of Accounts in conformity with the statute set out on the preceding page.

These forms, properly filled out and attested, must accompany each bid of five thousand dollars or more on any public work.

The forms are designed to cover all contracts for all kinds of work and the bidder is required to answer such questions as are pertinent to the work upon which he is bidding. The purpose of the questionnaire and financial statement, as set forth in the law, is to enable the awarding body to determine the qualifications of the bidder to carry out successfully the contract if the same is awarded to him.

The bidder will find it to his advantage to answer fully all questions coming within the range of the work upon which he is bidding. Particular attention should be given the "Financial Statement" and the details relative to the assets and liabilities set out. This form is made in extensive detail so that the bidder may explain his assets and liabilities in proper sequence and in a uniform manner.

T. M. HINDMAN,
State Examiner

Submitted by Milestone Contractors L.P. By Contractors United, Inc. – General Partner { x A Limited Partnership

Principal Office at 1700 East Main Street, Griffith, IN 46319
To Town of Munster

EXPERIENCE QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor under your present business name? 31 Years
2. How many years experience in asphalt paving, bridge and road construction work has your organization had: (a) As a general contractor 72 years (b) As a sub-contractor 72 Years
3. What projects has your organization completed?

Contract Amount	Class of Work	When Completed	Name and Address of Owner
$7,377,983.80	PCCP Runway Construction	2025	Kokomo Municipal Airport Rundway 5-23
$3,122,119.00	Culvert/Road Construction	2025	INDOT - B-42174-A
$3,006,279.00	Bridge Construction	2025	City of Fort Wayne
$3,244,557.00	Road Construction	2025	City of South Bend

3-A. What projects has your organization now in process of construction?

CONTRACT AMT.	CLASS OF WORK	WHEN TO BE COMPLETED	NAME AND ADDRESS OF OWNER
$112,731,999.99	Road/Bridge Construction	2027	INDOT – B-38912-A
$66,256,195.00	Road Construction	2028	INDOT – R-41481-A
$4,413,299.79	Road Construction	2026	INDOT R-43589-A
$33,470,000.00	Road Construction	2027	INDOT R-39270-A

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

5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? No If so, state name of individual, other organization and reason therefore

6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? No If so, state name of individual, name of owner and reason therefor

7. In what other lines of business are you financially interested? None

8. For what corporation or individuals have you performed work, and to whom do you refer?

Force Construction, Inc. – Brett Stepka
Bowen Engineering Corp – Matt Meyer
Weddle Brothers – Kelly Able
Peterson Company – Fred Leimberger
F.A. Wilhelm Construction Co., Inc. – Michael Greven
Reid Health – Jeff Cook
J.R. Kelly Company – Jeff Mutzl
Smarrelli General Contractors – Brad Smarrelli

9. For what cities have you performed work and to whom do you refer?

City of Columbus, IN – City Engineer
City of Carmel, IN – City Engineer
City of Connersville, IN – Mayor
City of Richmond, IN – City Engineer City
City of Crawfordsville, IN - Mayor
City of Lafaeytte, IN – Mayor
City of Indianapolis, IN – Dept. of Public Works
City of Shelbyville – Mayor
City of Greenfield – Mayor
City of Greenwood – Mayor

10. For what counties have you performed work and to whom do you refer?

Barholomew County – Board of Commissioners
Johnson County - Board of Commissioners
Tippecanoe Conty - Board of Commissioners
Hendricks County - Board of Commissioners
Fountain County - Board of Commissioners
Hamilton County - Board of Commissioners
Hancock County - Board of Commissioners
Shelby County - Board of Commissioners
Decatur County - Board of Commissioners
Montgomery County - Board of Commissioners

11. For what State bureaus or departments have you performed work and to whom do you refer?

Indiana Department of Transportation – Firooz Zandi
Purdue University – Jim Knapp
Indiana Department of Natural Resources – Robert Curry
Indiana Soldiers and Sailors Home
Indiana University – Jerry Clapacs

12. Have you ever performed any work for the U.S. Government Yes
If so, when and to whom do you refer?

U.S. Army Corps of Engineers, Louisville, Kentucky District – Bob Hess
Federal Aviation Authority – F.W. Shrock
Newport Ammunition Plant – Rich Irwin
Department of Army/Camp Atterbury – LTC CM Jorg Stachel

13. What is the construction experience of the principal individual of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
CJ Potts	Chief Operating Officer	40	Gen Construction	Management
Mark Thompson	Regional President, Indiana South	45	Gen Construction	Management
Brad McCall	VP, Estimating	44	Gen Construction	Management
Lyn Shireman	VP, Equipment	45	Gen Construction	Management
Todd Fawver	Regional President, Indiana North	40	Gen Construction	Management
Jim Thompson	General Superintendent	30	Gen Construction	Supervisor
Brad Byford	General Superintendent	36	Gen Construction	Supervisor
Mark Nagle	Executive Vice President	28	Gen Construction	Management
Forrest "Buck" Ritz	Marketing Representative	56	Gen Construction	Marketing

PLAN AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. In what manner have you inspected this proposed work? Explain in detail.
   Examination of site, plans and specifications.

2. Explain your plan or layout for performing the proposed work
   See supplemental information provided in Attachment A

3. The work, if awarded to you, will have the personal supervision of whom? Chris Potts – General Superintendent

4. *Do you intend to do the hauling on the proposed work with your own forces? YES AND NO
   If so, give amount and type of equipment to be used As needed

5. *If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility See post bid submittal subcontractor and supplier list

Items 4,5,6 and 7 may not be applicable in all building contracts; if not, omit.

6. *Do you intend to do the grading on the proposed work with your own forces? Undertermined at this time.
If so, give type of equipment to be used See attached equipment list

7. *If you intend to sublet the grading or perform it through an agent, state amount of sub-contract or agent's contract, and, if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility If sublet will be shown on post bid submittal subcontractor and supplier list.

8. Do you intend to sublet any other portions of the work? Any specialty items. If so, state amount of sub-contract, and, if known, the name and address of the sub-contractor, amount, and type of this equipment and financial responsibility See post bid submittal subcontractor and supplier list

9. From which sub-contractors or agents do you expect to require a bond? First time subcontractors are asked to submit a performance bond.

10. What equipment do you own that is available for the proposed work?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	CONDITION	YEARS OF SERVICE	PRESENT LOCATION
	SEE ATTACHED EQUIPMENT LIST				

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST
		NONE SEE ATTACHED EQUIPMENT LIST	

12. How and when will you pay for the equipment to be purchased? N/A

13. Do you propose to rent any equipment for this work? UNDETERMINED AT THIS TIME If so, state type, quantity and reasons for renting To be submitted upon award of contract if required.

14. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give names of dealers or manufacturers Yes, we have received offers

Dated at Griffith this 17th day of July, 2026

Milestone Contractors L.P. By
Contractors United, Inc. – General Partner
(Name of Organization)

By _____
David M. Kozyra
VP Area Manager Griffith
(Title of Person Signing)

CONTRACTORS UNITED INCORPORATED CORPORATE SEAL 1953 INDIANA

STATE OF Indiana

{ ss.

COUNTY OF Lake

David M. Kozyra being duly sworn deposes and says that he is VP/Area Manager Griffith of the above Milestone Contractors L.P. by Contractors United, Inc. – General Partner
(Name of Organization)
and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 17th day of July, 2026

_____
Melinda A. Lawson, Notary Public

My Commission expires August 16, 2031

NOTARY PUBLIC SEAL INDIANA
MELINDA A LAWSON
Notary Public, State of Indiana
Lake County
Commission Number NP0671680
My Commission Expires
August 16, 2031

Contractor's Financial Statement

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

Principal Office at 1700 E. Main Street
Griffith, Indiana 46319

To TOWN OF MUNSTER

Condition at close of business, "Unaudited" FEBRUARY 28 , 2026

		Dollars							Cts.
	ASSETS								
1.	**Cash:** (a) On hand $ (b) In bank $ c) Elsewhere $			4	3	0	0	3	00
2.	**Notes receivable** (a) Due within 90 days								
	(b) Due after 90 days								
	(c) Past Due								
3.	**Accounts receivable from completed contracts, exclusive of claims not approved for payment**								
4.	**Sums earned on uncompleted contracts as shown by engineer's or architect's estimate**								
	(a) Amount receivable after deducting retainage	24	5	0	0	2	4	8	00
	(b) Retainage to date, due upon completion of contracts	22	9	5	1	4	3	8	00
5.	**Accounts receivable from sources other than construction contracts**	1	8	7	9	4	4	5	00
6.	**Deposits for bids or other guarantees:** (a) Recoverable within 90 days								
	(b) Recoverable after 90 days								
7.	**Interest accrued on loans, securities, etc.**		5	9	2	4	2	2	00
8.	**Real estate:** (a) Used for business purposes	25	9	0	5	2	8	4	00
	(b) Not used for business purposes								
9.	**Stocks and bonds:** (a) Listed – present market value								
	(b) Unlisted – present value								
10.	**Materials in stock not included in Item 4** (a) For uncompleted contracts (present value)	15	6	5	0	2	7	1	00
	(b) Other materials (present value)								
11.	**Equipment,** book value	120	6	0	7	6	0	4	00
12.	**Furniture and fixtures,** book value		6	6	4	2	1	6	00
13.	**Other assets**	407	2	3	4	3	6	8	00
	Total assets	620	0	2	8	2	9	9	00
	LIABILITIES								
1.	**Notes payable:** (a) To banks regular								
	(b) To banks for certified checks								
	(c) To others for equipment obligations								
	(d) To others exclusive of equipment obligations								
2.	**Accounts payable:** (a) Not past due	31	1	8	2	6	7	3	00
	(b) Past due								
3.	**Real estate encumbrances**								
4.	**Other liabilities**	97	5	0	2	3	6	2	00
5.	**Reserves**								
6.	**Capital stock paid up:** (a) Common								
	(b) Common								
	(c) Preferred								
	(d) Preferred								
7.	**Surplus** (net worth)	491	3	4	3	2	6	5	00
	Total liabilities	620	0	2	8	2	9	9	00
	CONTINGENT LIABILITIES								
1.	Liability on notes receivable, discounted or sold								
2.	Liability on accounts receivable, pledged, assigned or sold								
3.	Liability as bondsman								
4.	Liability as guarantor on contracts or on accounts of others								
5.	Other contingent liabilities								
	Total contingent liabilities								

DETAILS RELATIVE TO ASSETS

1 Cash

(a) on hand $ 43,003.00
(b) deposited in banks named below
(c) elsewhere -- (State where)

NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT
WELLS FARGO	INDIANAPOLIS, IN	MILESTONE CONTRACTORS, L.P.	43,003.00

2* Notes Receivable

(a) due within 90 days $
(b) due after 90 days
(c) past due

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT

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

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

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE

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

4* Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate:

a) Amount receivable after deducting retainage $ 24,500,248.00
b) Retainage to date due upon completion of contract 22,951,438.00

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EXCLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	

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

*List separately each item amounting to 10 per cent or more of the total and combine the remainder.

5* **Accounts receivable not from construction contracts** $ 1,879,445.00

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	WHEN DUE	AMOUNT
ASPHALT PLANT CUSTOMERS (TOO NUMEROUS TO LIST IN DETAIL)			

What amount, if any, is past due $ 0.00

6 **Deposits with bids or otherwise as guarantees** $ 0.00

DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE	AMOUNT

7 **Interest accrued on loans, securities, etc.** $ 592,422.00

ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT
ASPHALT REFINING COMPANY		579,674.00
OTHER		12,748.00

8* **Real estate book value** (a) Used for business purposes $ 25,905,284.00
(b) Not used for business purposes

DESCRIPTION OF PROPERTY	IMPROVEMENTS: NATURE OF IMPROVEMENTS	IMPROVEMENTS: BOOK VALUE	TOTAL BOOK VALUE
1. LAND			7,582,241.00
2. LAND IMPROVEMENTS (NET OF ACCUM. DEPR.)			5,409,094.00
3. BUILDINGS (NET OF ACCUM. DEPR.)			12,913,949.00
4.			
5.			
6.			
7.			

LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBRANCES
1. INDIANAPOLIS, IN			
2. LAFAYETTE, IN			
3. COLUMBUS, IN			
4. BLOOMINGTON, IN			
5. RICHMOND, IN			
6. FT WAYNE, IN			
7. SOUTH BEND, IN			
8. GRIFFITH, IN			

*List separately each item amounting to 10 per cent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (Continued)

9 **Stocks and bonds** (a) Listed – present market value $ 0.00
(b) Unlisted – present market value

	DESCRIPTION	ISSUING COMPANY	LAST INT. OR DIV. PAID DATE	LAST INT. OR DIV. PAID %	PAR VALUE	PRESENT MARKET VALUE	QUANTITY	AMOUNT
1								
2								
3								
4								
5								
6								
7								

	WHO HAS POSSESSION	IF ANY ARE PLEDGED OR IN ESCROW, STATE FOR WHOM AND REASON	AMOUNT PLEDGED OR IN ESCROW
1			
2			
3			
4			
5			
6			
7			

10 **Materials in stock and not included in Item 4, Assets:**
(a) For use on uncompleted contracts (present value) $ 15,650,271.00
(b) Other materials (present value)

DESCRIPTION OF MATERIAL	QUANTITY	PRESENT VALUE FOR UNCOMPLETED CONTRACTS	PRESENT VALUE OTHER MATERIALS
LIQUID ASPHALT			609,655.00
AGGREGATES: SAND AND STONE			11,881,052.00
RECYCLED ASPHALT			2,124,225.00
SHINGLES			17,407.00
FUEL			238,536.00
MISCELLANEOUS: SUPPLIES & FREIGHT			779,396.00

11* **Equipment at book value** $ 120,607,604.00

QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS	AGE OF ITEMS	PURCHASE PRICE	DEPRECIATION CHARGED OFF	BOOK VALUE
	SEE ATTACHED EQUIPMENT SCHEDULE				

Are there any liens against the above? NO If so, state total amount $ N/A

*If two or more items are lumped above, give the sum of their ages.

DETAILS RELATIVE TO ASSETS (Continued)

12	Furniture and fixtures at book value	$ 664,216.00
13	Other assets	$ 407,234,368.00

DESCRIPTION	AMOUNT
SEE SCHEDULE 13A	

TOTAL ASSETS	$ 620,028,299.00

DETAILS RELATIVE TO LIABILITIES

1	Notes payable	(a) To banks, regular	$
		(b) To banks for certified checks	
		(c) To others for equipment obligations	
		(d) To others exclusive of equipment obligations	0.00

TO WHOM: NAME AND ADDRESS	WHAT SECURITY	WHEN DUE	AMOUNT

2	Accounts payable	(a) Not past due	$ 31,182,673.00
		(b) Past due	

TO WHOM: NAME AND ADDRESS	FOR WHAT	DATE PAYABLE	AMOUNT
VARIOUS VENDORS (TOO NUMEROUS	TO LIST IN DETAIL)		

3	Real estate encumbrances (See Item 8, Assets)	$

4	Other liabilities	$ 97,502,362.00

	AMOUNT
SEE SCHEDULE 4L	

5	Reserves	$

INTEREST	INSURANCE	BLDGS. & FIXT.	PLANT DEPR.	TAXES	BAD DEBTS		
$	$	$	$	$	$	$	$

6	Capital stock paid up	(a) Common	$
		(b) Preferred	

7	Surplus	$ 491,343,265.00

TOTAL LIABILITIES	$ 620,028,299.00

If a corporation answer this:

Amount for which incorporated _____

Capital paid in cash _____ $ _____

When incorporated _____

In what state _____

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

_____

_____

_____

_____

_____

Do you have necessary "certificate of authority" to transact corporate business in this state, under the terms of Chapter 215, Acts of 1929, and acts amendatory thereto? _____

If a co-partnership answer this:

Date of organization JUNE 1, 1994

State whether co-partnership is general, limited or association LIMITED

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
CONTRACTORS UNITED, INC.-GENERAL PARTNER	5400 W. 86TH STREET, INDIANAPOLIS, IN	$ 84.969%
THE HERITAGE GROUP	5400 W. 86TH STREET, INDIANAPOLIS, IN	$ 15.031%

Milestone Contractors, L.P.
Schedule 13A - Other Assets
As of February 28, 2026 - Unaudited

Item	Amount
Miscellaneous receivables	$4,047,794
Prepaid Expenses	$2,766,258
Costs & Estimated Earnings in Excess of Billings	$6,826,932
Investments in Subsidiaries	
MS Transport, LLC	$7,812,809
Milestone North	$49,516,331
Primco/Speedway	$72,364,009
Stoneland	$1,831,604
Non-compete Agreements	$25,179,561
Notes Receivable Long Term	$230,382,373
Right of use Assets	$6,506,697
Other non-current assets	$0
Total - Other Assets	$407,234,368

Milestone Contractors, L.P.
Schedule 4L - Other Liabilities
As of February 28, 2026 - Unaudited

Item	Amount
Accrued Salaries, Wages & Benefits	$18,342,588
Accrued Sales, Use & Property Taxes	$3,385,666
Other Accrued Expenses	$3,915,124
Right of Use Liability - ST	$1,080,277
Deferred Land Payments	$0
Deferred Bonus - ST	$2,161,000
Billings on Uncompleted Contracts in Excess of Costs	$63,191,287
Long Term Non-compete	$0
Other Non-Current Liabilities:	
Right of Use Liability	$5,426,420
Deferred Bonus	$0
Total - Other Liabilities	$97,502,362

MILESTONE CONTRACTORS, L.P.
SUPPLEMENTAL INFORMATION

Page 2

Experience Questionnaire

1 Milestone Contractors, L.P. has been in business as a general contractor under our present name since June 1, 1994. On June 1, 1994, Contractors United, Inc. (25 years experience), Fauber Construction Co., Inc. (45 years experience) and Astro Paving Company (25 years experience) merged to form a limited partnership, Milestone Contractors, L.P.

The name of the partnership firm under which the above partners are operating is Milestone Contractors, L.P.

Give names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

Charles F. Potts, Jr., Chief Operating Officer	Mark Thompson, Regional President, South	Todd A. Fawver, Regional President, North	Lynn Shireman, VP, Equipment
David L. Franz, VP and Secretary	Scott A. Cornelius, VP, Indianapolis	Carl F. Tungate, VP, Lafayette	Corey M. Baugh, VP, Columbus
Mark Nagle, Executive VP	Patrick J. Walters, VP, Finance, Indiana	Amy L. Wright, VP, HR & Talent Development	Brad McCall, VP, Estimating
Jon Neale, Chief Financial Officer, Construction			Douglas S. Pierce, Senior Project Manager
Robert Rood, VP, Bloomington	Jason Holloway, Director of Estimating-Indianapolis	Kenneth M. Walker, Director of Estimating-Lafayette	Jonathan P. Nolting, Director of Estimating-Columbus
Aaron J. Chandler, Director of Estimating-Bloomington	Scott A. Hester, Director of Estimating-Richmond	Jason E. Terrell, Estimator II-Richmond	James L. Padgett – VP, Production, North
Joseph R. Thomas, VP, Fort Wayne	David M. Kozyra – VP, Griffith	Lynn J. Bauer, VP, South Bend	Michael S. Bennet, Senior Estimator-Lafayette
Dustin P. Hilary, Director of Estimating-Griffith/South Bend	Jason E. Hall, VP, Production, South	Derek Merida, Regional President	Todd Kirk, Director of Alternative Delivery and Special Projects

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitter a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

THE HERITAGE GROUP
David L. Franz

CONTRACTORS UNITED, INC.-GENERAL PARTNER
Jon Neale

CONTRACTORS UNITED INCORPORATED CORPORATE SEAL 1953 INDIANA

NOTE: A co-partnership must give firm name and signature of all partners. A corporation must give full corporate name, signature of official and affix corporate seal.

Affidavit for Individual

STATE OF: _____ }
} ss:
COUNTY OF: _____ }

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the forgoing interrogatories are true.

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

_____
(Applicant must sign here)

_____
Notary Public

Affidavit for Co-Partnership

STATE OF: INDIANA }
} ss:
COUNTY OF: Lake }

David M. Kozyra being duly sworn, deposes and says that he is a member of the firm of MILESTONE CONTRACTORS, L.P.; that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as the date thereof and that the answers to the foregoing interrogatories are true.

MILESTONE CONTRACTORS, L.P. BY
CONTRACTORS UNITED, INC. – GENERAL PARTNER

(Member of firm must sign here)
David M. Kozyra, Vice President/Area Manager

CONTRACTORS UNITED INCORPORATED CORPORATE SEAL 1953 INDIANA

Subscribed and sworn to before me this
17th day of July, 2026

Melinda A Lawson
Notary Public

MELINDA A LAWSON
Notary Public, State of Indiana
Lake County
Commission Number NP0671680
My Commission Expires
August 16, 2031

MY COMMISSION EXPIRES: August 16, 2031

COUNTY OF RESIDENCE: Lake

Affidavit for Corporation

STATE OF:
COUNTY OF: } ss:

_____ being duly sworn, deposes and says that he is _____ of the _____ the cor-poration described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

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

_____
(Officer must sign here)

_____
Notary Public

BID BOND

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

BIDDER *(Name and Address)*:

Milestone Contractors, L.P.
1700 E. Main Street, Griffith, IN 46319

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

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

OWNER *(Name and Address)*:

Town of Munster
1005 Ridge Road, Munster, IN 46321

BID

Bid Due Date: July 17, 2026
Description *(Project Name— Include Location)*: 2026 Sidewalk Replacement

BOND

Bond Number: Bid Bond
Date: July 17, 2026
Penal sum Ten Percent of Bidder's Maximum Bid $ 10%
(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

Milestone Contractors, L.P. By Contractors United, Inc. - General Partner
Bidder's Name and Corporate Seal

By: _____
Signature

David M. Kozyra
Print Name

Vice President/Area Manager
Title

Attest: _____
Signature Dustin P. Hilary
Title Director of Estimating-Griffith/South Bend

SURETY

Continental Casualty Company
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

Kathryn R. Postma
Print Name

Attorney-in-Fact
Title

Attest: _____
Signature Shayla E. O'Connor
Title Surety Account Coordinator

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint ventures, 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

Kathryn R. Postma , **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** -

Surety Bond No: Bid Bond
Principal: Milestone Contractors, L.P.
Obligee: Town of Munster

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-Laws and Resolutions, printed below, 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 17th day of February, 2026.

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

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 17th day of February, 2026, before me personally came Larry Kasten 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

December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, 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-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 17th day of July , 2026 .

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

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

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 each of the above CNA Companies 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 Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

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 each of the above Companies 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."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

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

Form F6853-6/2023

DOCUMENT 00 45 38

E-VERIFY AFFIDAVIT

As required by Indiana Code 22-5-1.7-11 for certain contracts executed after June 20, 2011, the Contractor entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. Contractor shall affirm, prior to entering into its contract with the Owner, that the Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program, and submit a properly notarized E-Verify Affidavit to the Owner, which shall affirm the Contractor does not knowingly employ an unauthorized alien. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

(Contractor): Milestone Contractors L.P.

By (Written Signature): _____

(Printed Name): David M. Kozyra

(Title): Vice President/Area Manager

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana)
) SS:
COUNTY OF Lake)

Subscribed and sworn to before me this 17th day of July, 2026

(Signed) _____

(Printed) Melinda A. Lawson

Resident of Lake County

My commission expires:
August 16, 2031

MELINDA A LAWSON
Notary Public, State of Indiana
Lake County
Commission Number NP0671680
My Commission Expires
August 16, 2031

END OF SECTION

Milestone Contractors L.P.

GRIFFITH
1700 E. Main St.
Griffith, IN 46319
Phone: (219) 924-5900
Fax (219) 924-8768

SOUTH BEND
24358 SR 23
South Bend, IN 46614
Phone: (574) 288-4811
Fax (574) 289-7174

Responsible Bidding Practices and Submission

A. Attached – Print-out of the Indiana Secretary of State's Certificate of Existence

B. None, former business names

C. Yes, IOSHA Violations for LP

a. 8/12/2021	Serious Violation	1926.651 ©(2)
	i. Serious Violation	1926.652(a)(1)
b. 6/8/2023	Other Than Serious Violation	1926.652 (a)(1)
c. 4/11/24	Serious Violation (Fatality)	22.8(1)(1)(SEC 2)

D. Milestone Contractors L.P. is signatory with the following unions which supply our workforce – Laborers International Union, Teamsters, Operating Engineers and Cement Masons

E. Attached – Evidence of participation in apprenticeship and training programs

F. Attached – Current written drug policy

G. See forms 96 & 96a – Management Experience

H. Not Applicable – Professional Trade License

I. Attached – Surety Company on the United States Dept of Treasury's List of Approved Sureties

J. None – Federal, state or local tax liens or delinquencies.

K. All individuals who will perform work on the public works project on behalf of the bidder will be properly classified as either (i) and employee or (ii) and independent contractors, under all applicable state and federal laws and local ordinances.

L. See forms 96 & 96a – similar projects.

M. See attached prequalification certficates

N. See attached bid form pages 00 43 36-1 and 00 43 37-1

State of Indiana
Office of the Secretary of State

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

I, DIEGO MORALES, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

MILESTONE CONTRACTORS, L.P.

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on May 31, 1994, and was in existence or authorized to transact business in the State of Indiana on July 15, 2026.

I further certify this Domestic Limited Partnership has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution, or expiration has been filed or taken place. All fees, taxes, interest, and penalties owed to Indiana by the domestic or foreign entity and collected by the Secretary of State have been paid.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 15, 2026

Diego Morales

DIEGO MORALES
SECRETARY OF STATE

LP94060002 / 20265186085

All certificates should be validated here: https://bsd.sos.in.gov/ValidateCertificate

Expires on August 14, 2026.

James M. Sweeney / Chairman
David M. Snelten / Secretary

Operating Engineers Local 150 Apprenticeship Fund

A Joint Effort of Labor and Management to Further the Aim of Industry
www.asiplocal150.org

February 18, 2026

Milestone
PO Box 68123
Indianapolis, In 46268

Re: Proof of Compliance with 30 ILCS 500/30-22(6)
Our File No. MI-00321

Dear Sir or Madam:

At the request of Margaret Garner, I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos.IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Milestone Contractors is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements. Moreover, the applicable apprenticeship and training program has graduated substantially more than five apprentices in each of the last five years.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very sincerely yours,

George Antos-Coordinator
IUOE, Local 150, AFL-CIO
ASIP Local 150

ASIP seeks to foster workplace environments where all journey workers and apprentices feel safe, welcomed, and treated fairly. In an effort to meet the requirements, set forth by the DOL, we are providing a link to online anti- harassment training to all individuals connected with the administration or operation of the apprenticeship program, including all apprentices and journey workers who regularly work with apprentices.

Anti-Harassment Training/Resources Link: Prevent Harassment | Apprenticeship.gov

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

INDIANA/KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS J.A.T.F.
MERRILLVILLE, INDIANA

FOR THE TRADE CLASSIFICATIONS: CARPENTER; MILLWRIGHT; RESIDENTIAL CARPENTER

Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

SEPTEMBER 24, 1952
Date
Revised: April 2, 2018

IN010520001
Registration No.

Administrator, Office of Apprenticeship

INDIANA/KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS
JOINT APPRENTICESHIP AND TRAINING FUND

1565 EAST 70TH COURT
MERRILLVILLE, IN 46410

ADMINISTRATION OFFICE
711 Greenwood Springs Drive
Greenwood, IN 46143
Phone: 317-807-1112

Grayson Campus
574 Carpenters Way
Grayson, KY 41143
Phone: 606-929-1362

Indianapolis Campus
711 Greenwood Springs Drive
Greenwood, IN 46143
Phone: 317-807-1116

Lafayette Campus
2953 South Creasy Lane
Lafayette, IN 47905
Phone: 765-447-5959

Louisville Campus
1245 Durrett Lane
Louisville, KY 40213
Phone: 502-366-8668

Merrillville Campus
1565 East 70th Court
Merrillville, IN 46410
Phone: 219-947-3348

Muncie Campus
4121 East Centennial Avenue
Muncie, IN 47303
Phone: 765-288-9015

Newburgh Campus
5400 Covert Court
Newburgh, IN 47630
Phone: 812-853-9312

Terre Haute Campus
3099 South 6th Street
Terre Haute, IN 47802
Phone: 812-466-7899

Warsaw Campus
1095 Mariners Drive
Warsaw, IN 46582
Phone: 574-267-5264

February 18, 2026

VIA EMAIL ONLY

Milestone Contractors, LP
1700 East Main Street
Griffith, IN 46319

To Whom It May Concern:

This letter is in response to verification needed by Milestone Contractors, LP for work to be performed on varies jobs. Milestone Contractors, LP regularly employs a number of apprentices affiliated with our apprenticeship program and has done so for more than four years. We are registered with the United States Department of Labor, Bureau of Apprenticeship and Training and our registration number is 1205-0223. Our program participates in the Building Trades Associate Degree Program with Ivy Tech Community College and has done so since 1996.

There have been over 500 apprentices in the last 5 years that have completed the apprenticeship and advanced to Journeymen.

Milestone Contractors, LP is a bona fide contractor in good standing as of this date with the Indiana/Kentucky/Ohio Regional Council of Carpenters Joint Apprenticeship and Training Fund and is eligible to employ apprentice carpenters in the future. I have enclosed a copy of our certificate from the United States Department of Labor.

If I can be of further assistance, please do not hesitate to give me a call.

Sincerely,

Chris Charters

Chris Charters
Area Training Coordinator
IKORCCJATF – Merrillville, Lafayette & Warsaw Campuses

CC/lmf

Plasterers & Cement Masons #692 J.A.T.C. - IN010950002

REGISTER APPRENTICE

Summary | Program Information | Contact Information | Occupation Information | RTI Information | Wage Schedules | Apprentices (82)
Davis-Bacon Certification | Reports | Documents | Affirmative Action Plan | User Accounts | Update Program | Employers | Datasharing
Recruit Talent | Program History | Related Actions

<< Back

Search: *Type to search on Apprentice Dat*

Apprentice Type: Completed

Occupation: Cement Mason (0075) V1

Wage Schedule: -- Select a Wage Schedule --

Batch Size: 250

COMPLETE | CANCEL | TRANSFER | RE INSTATE | SUSPEND | UPDATE | GENERATE 671 | GENERATE ONLINE CERTIFICATE | RESTORE

GENERATE DOCUMENT

CHOOSE DATA ELEMENTS

Completed Apprentices

Select an apprentice to enable the buttons above. Select multiple apprentices to perform batch transactions.

Apprentice Number	Name	Occupation	Status	Date Apprenticeship Begins	Registration Date	Completion Date	Expected Completion Date	History
IN2022004107	Lyons, Austin J	Cement Mason (0075) V1 Time-Based	Completed	8/1/2022	8/1/2022	2/3/2026	2/2/2026	View
IN2023001620	Snow, Marcel J	Cement Mason (0075) V1 Time-Based	Completed	4/21/2023	4/21/2023	12/5/2025	12/2/2025	View
IN2023004623	Farley, Jason	Cement Mason (0075) V1 Time-Based	Completed	7/26/2023	7/26/2023	12/4/2025	12/3/2025	View
IN2021001979	Geesa, Claityn M	Cement Mason (0075) V1 Time-Based	Completed	5/21/2021	5/21/2021	11/14/2025	11/7/2025	View
IN2022001004	Susnis, Evan M	Cement Mason (0075) V1 Time-Based	Completed	3/29/2022	3/29/2022	11/13/2025	11/4/2025	View
IN2023004641	Garbison, Robert	Cement Mason (0075) V1 Time-Based	Completed	7/26/2023	7/26/2023	9/25/2025	10/3/2025	View
IN2022004787	Romualdo, Sanchez	Cement Mason (0075) V1 Time-Based	Completed	8/22/2022	8/22/2022	9/2/2025	8/1/2025	View
IN2022004082	Perez, Benjamin	Cement Mason (0075) V1 Time-Based	Completed	8/1/2022	8/1/2022	9/2/2025	9/1/2025	View
IN2024001606	Magana, Arturo , Jr.	Cement Mason (0075) V1 Time-Based	Completed	3/8/2024	3/8/2024	8/13/2025	8/1/2025	View
IN2022004105	Spencer, Wesley K	Cement Mason (0075) V1 Time-Based	Completed	8/1/2022	8/1/2022	7/1/2025	10/8/2025	View
IN2024002781	Schwanke, Jerimiah	Cement Mason (0075) V1 Time-Based	Completed	4/29/2024	4/29/2024	7/1/2025	8/21/2025	View

☐	IN2022001002	Farr, Jack S	Cement Mason (0075) V1 Time-Based	Completed	3/29/2022	3/29/2022	7/1/2025	9/1/2025	View

	Apprentice Number	Name	Occupation	Status	Date Apprenticeship Begins	Registration Date ↓	Completion Date	Expected Completion Date	History
☐	IN2022002827	Avila, Berta A	Cement Mason (0075) V1 Time-Based	Completed	6/17/2022	6/17/2022	6/27/2025	7/1/2025	View
☐	IN2023002569	Sedam, Dylan C	Cement Mason (0075) V1 Time-Based	Completed	6/1/2023	6/1/2023	6/27/2025	7/1/2025	View
☐	IN2024003250	Davis, Jerimiah	Cement Mason (0075) V1 Time-Based	Completed	5/21/2024	5/21/2024	6/5/2025	5/30/2025	View
☐	IN2023004638	Hunt, Aiden	Cement Mason (0075) V1 Time-Based	Completed	7/26/2023	7/26/2023	5/23/2025	7/28/2025	View
☐	IN2022004103	Ruiz, Jeramiah R	Cement Mason (0075) V1 Time-Based	Completed	8/1/2022	8/1/2022	5/23/2025	5/8/2025	View
☐	IN2023006721	Coram, Brayden	Cement Mason (0075) V1 Time-Based	Completed	9/28/2023	9/28/2023	5/23/2025	6/27/2025	View
☐	IN2021007976	Jablonski, Daniel F	Cement Mason (0075) V1 Time-Based	Completed	11/24/2021	11/24/2021	3/13/2025	4/1/2025	View
☐	IN2020001076	Alkire, Zeke E	Cement Mason (0075) V1 Time-Based	Completed	3/20/2020	3/20/2020	3/13/2025	4/1/2025	View
☐	IN2023001624	Kramer, Zachary M	Cement Mason (0075) V1 Time-Based	Completed	4/21/2023	4/21/2023	1/14/2025	1/3/2025	View
☐	IN2023005903	Wolferman, Brandon M	Cement Mason (0075) V1 Time-Based	Completed	9/1/2023	9/1/2023	1/2/2025	2/4/2025	View
☐	IN2022007087	Kincaid, Hunter A	Cement Mason (0075) V1 Time-Based	Completed	12/28/2022	12/28/2022	1/2/2025	12/30/2024	View
☐	IN2022001471	Meeks, Christian M	Cement Mason (0075) V1 Time-Based	Completed	4/22/2022	4/22/2022	1/2/2025	1/2/2025	View
☐	IN2022004108	Chapman, Jordan	Cement Mason (0075) V1 Time-Based	Completed	8/1/2022	8/1/2022	12/5/2024	12/2/2024	View
☐	IN2021007627	Trevino, Wyatt	Cement Mason (0075) V1 Time-Based	Completed	11/1/2021	11/1/2021	12/4/2024	12/2/2024	View
☐	IN2023006716	Cleveland, Preston	Cement Mason (0075) V1 Time-Based	Completed	9/28/2023	9/28/2023	12/4/2024	12/2/2024	View
☐	IN2021004948	Brian, Romo K	Cement Mason (0075) V1 Time-Based	Completed	6/29/2021	6/29/2021	12/4/2024	12/2/2024	View
☐	IN2020003065	C De Vaca, Freddy G	Cement Mason (0075) V1 Time-Based	Completed	7/30/2020	7/30/2020	11/6/2024	11/1/2024	View
☐	IN2022003214	Curtis, Garrett J	Cement Mason (0075) V1 Time-Based	Completed	6/29/2022	6/29/2022	11/6/2024	11/1/2024	View
☐	IN2022004104	Rucker, Nylelas	Cement Mason (0075) V1 Time-Based	Completed	8/1/2022	8/1/2022	10/31/2024	11/1/2024	View
			Cement Mason						

IN2022002807	Ruiz, Jaykob R	(0075) V1 Time-Based	Completed	6/17/2022	6/17/2022	10/31/2024	1/1/2025	View
IN2022006437	Johnson, Clay W	Cement Mason (0075) V1 Time-Based	Completed	11/30/2023	1/3/2024	10/31/2024	4/20/2026	View
IN2021008300	Benson, Denzel E	Cement Mason (0075) V1 Time-Based	Completed	12/17/2021	12/17/2021	10/16/2024	10/1/2024	View
IN2023005789	Ordonez, Vincent	Cement Mason (0075) V1 Time-Based	Completed	8/30/2023	8/30/2023	10/1/2024	10/1/2024	View
IN2023001619	Wrangham, Brady T	Cement Mason (0075) V1 Time-Based	Completed	4/21/2023	4/21/2023	9/3/2024	9/2/2024	View
IN2023002994	Wunder, Jacob	Cement Mason (0075) V1 Time-Based	Completed	6/13/2023	6/13/2023	9/2/2024	9/2/2024	View
IN2023006489	Neal, Robert	Cement Mason (0075) V1 Time-Based	Completed	9/21/2023	9/21/2023	8/1/2024	8/1/2024	View
IN2022002802	Gardner, Dylan J	Cement Mason (0075) V1 Time-Based	Completed	6/17/2022	6/17/2022	6/3/2024	11/4/2024	View
IN2021001119	Simpson, Garrett J	Cement Mason (0075) V1 Time-Based	Completed	4/19/2021	4/19/2021	6/3/2024	6/3/2024	View
IN2021007200	Owens, Tyson L	Cement Mason (0075) V1 Time-Based	Completed	10/4/2021	10/4/2021	3/8/2024	2/21/2024	View
IN2018010553	Wrangham, Brant Kenneth	Cement Mason (0075) V1 Time-Based	Completed	10/31/2018	10/31/2018	2/29/2024	2/1/2024	View
IN2023001623	Nunn, Cindy K	Cement Mason (0075) V1 Time-Based	Completed	4/21/2023	4/21/2023	1/29/2024	1/26/2024	View
IN2022006759	McKee, Jordan G	Cement Mason (0075) V1 Time-Based	Completed	11/18/2022	11/18/2022	1/23/2024	1/29/2024	View
IN2022001472	Stromer, Devon	Cement Mason (0075) V1 Time-Based	Completed	4/22/2022	4/22/2022	1/23/2024	2/1/2024	View
IN2020001614	Castaneda, Raymond , III.	Cement Mason (0075) V1 Time-Based	Completed	5/29/2020	5/29/2020	12/13/2023	11/1/2023	View
IN2020000750	Newton, Izak Vincent	Cement Mason (0075) V1 Time-Based	Completed	2/21/2020	2/21/2020	10/31/2023	10/2/2023	View
IN2021002052	Koontz, Nathan M	Cement Mason (0075) V1 Time-Based	Completed	5/25/2021	5/25/2021	10/31/2023	11/1/2023	View
IN2022004792	Avila, Enrique M	Cement Mason (0075) V1 Time-Based	Completed	8/22/2022	8/22/2022	10/31/2023	5/29/2023	View
IN2022002794	Rupcich, Pete S	Cement Mason (0075) V1 Time-Based	Completed	6/17/2022	6/17/2022	10/10/2023	10/2/2023	View
IN2022002796	Lawrence, William Cole	Cement Mason (0075) V1 Time-Based	Completed	6/17/2022	6/17/2022	10/9/2023	10/10/2023	View
IN2022000806	Hurlbert, Brian C	Cement Mason (0075) V1 Time-Based	Completed	3/9/2022	3/9/2022	10/9/2023	10/2/2023	View

☐	IN2021001774	Chambers, Nathan M	Cement Mason (0075) V1 Time-Based	Completed	5/6/2021	5/6/2021	10/9/2023	10/2/2023	View

	Apprentice Number	Name	Occupation	Status	Date Apprenticeship Begins	Registration Date ↓	Completion Date	Expected Completion Date	History
☐	IN2019006593	McMullough, Michael A	Cement Mason (0075) V1 Time-Based	Completed	9/19/2019	9/19/2019	9/21/2023	2/1/2024	View
☐	IN2022002056	Sanchez, Luis E	Cement Mason (0075) V1 Time-Based	Completed	5/24/2022	5/24/2022	9/6/2023	10/2/2023	View
☐	IN2022001003	Williams, Jacob D	Cement Mason (0075) V1 Time-Based	Completed	3/29/2022	3/29/2022	9/6/2023	9/1/2023	View
☐	IN2022005538	Boese, Andrew	Cement Mason (0075) V1 Time-Based	Completed	9/19/2022	9/19/2022	9/6/2023	9/1/2023	View
☐	IN2021005293	De Young, Brandon S	Cement Mason (0075) V1 Time-Based	Completed	7/16/2021	7/16/2021	8/21/2023	8/1/2023	View
☐	IN2021006089	Daehnke, Cassandra R	Cement Mason (0075) V1 Time-Based	Completed	8/23/2021	8/23/2021	7/20/2023	7/3/2023	View
☐	IN2018010762	Fine, Jason Scott	Cement Mason (0075) V1 Time-Based	Completed	8/31/2018	11/9/2018	4/21/2023	4/24/2023	View
☐	IN2020002163	Ferguson, David M, Jr.	Cement Mason (0075) V1 Time-Based	Completed	6/22/2020	6/22/2020	4/21/2023	4/3/2023	View
☐	IN2020003668	Fore-Knight, Benjamin C	Cement Mason (0075) V1 Time-Based	Completed	8/21/2020	8/21/2020	3/31/2023	4/3/2023	View
☐	IN2022002800	Tharp, Chase T	Cement Mason (0075) V1 Time-Based	Completed	6/17/2022	6/17/2022	3/31/2023	3/24/2023	View
☐	IN2021007342	Galvan, Fernando	Cement Mason (0075) V1 Time-Based	Completed	10/8/2021	10/15/2021	3/31/2023	3/31/2023	View
☐	IN2018010764	Mason, Anthony Dean	Cement Mason (0075) V1 Time-Based	Completed	7/31/2018	11/9/2018	12/28/2022	12/1/2022	View
☐	IN2019005856	Parra, Jon Paul	Cement Mason (0075) V1 Time-Based	Completed	8/23/2019	8/23/2019	12/28/2022	3/30/2023	View
☐	IN2019008310	Smith, Clark J	Cement Mason (0075) V1 Time-Based	Completed	12/12/2019	12/12/2019	12/20/2022	12/1/2022	View
☐	IN2020002166	Morehead, Kyle M	Cement Mason (0075) V1 Time-Based	Completed	6/22/2020	6/22/2020	11/10/2022	11/9/2022	View
☐	IN2019001809	Underwood, Hal A	Cement Mason (0075) V1 Time-Based	Completed	4/22/2019	4/29/2019	10/27/2022	10/28/2022	View
☐	IN2019002703	Bear, Kyle J	Cement Mason (0075) V1 Time-Based	Completed	5/24/2019	5/24/2019	10/27/2022	10/28/2022	View
☐	IN2021005558	Raglin, Lance P	Cement Mason (0075) V1 Time-Based	Completed	7/28/2021	7/28/2021	8/9/2022	8/1/2022	View
☐	IN2019007811	Gauck, Travis Wade	Cement Mason (0075) V1 Time-Based	Completed	10/31/2019	10/31/2019	8/1/2022	7/1/2022	View
			Cement Mason						

☐	IN2020001617	Cabello, Jorge	(0075) V1 Time-Based	Completed	5/29/2020	5/29/2020	8/1/2022	7/1/2022	View
☐	IN2019005854	Pahl, Daniel J	Cement Mason (0075) V1 Time-Based	Completed	8/23/2019	8/23/2019	6/28/2022	7/1/2022	View
☐	IN2019005729	Sparks, Christopher A	Cement Mason (0075) V1 Time-Based	Completed	8/21/2019	8/21/2019	2/25/2022	3/1/2022	View
☐	IN2020003665	King, Brandon P	Cement Mason (0075) V1 Time-Based	Completed	8/21/2020	8/21/2020	2/25/2022	3/1/2022	View
☐	IN2018010656	Rucker, Dennis William	Cement Mason (0075) V1 Time-Based	Completed	8/31/2018	11/6/2018	11/24/2021	12/1/2021	View
☐	IN2018001187	Herrera, Juan F	Cement Mason (0075) V1 Time-Based	Completed	6/1/2017	11/28/2017	10/28/2021	11/26/2021	View
☐	IN2019005859	Davis, Jordan M	Cement Mason (0075) V1 Time-Based	Completed	8/23/2019	8/23/2019	10/15/2021	10/1/2021	View
☐	IN2018001210	Vavercan, Tyler S	Cement Mason (0075) V1 Time-Based	Completed	6/1/2017	11/28/2017	10/1/2021	9/30/2021	View
☐	IN2020002728	Galvan, Juan J	Cement Mason (0075) V1 Time-Based	Completed	7/17/2020	7/17/2020	10/1/2021	9/1/2021	View
☐	IN2019005860	Brown, Travis R	Cement Mason (0075) V1 Time-Based	Completed	8/23/2019	9/24/2019	8/26/2021	10/1/2021	View
☐	IN2018008763	Mendez, Anthony A	Cement Mason (0075) V1 Time-Based	Completed	6/1/2018	8/24/2018	7/30/2021	8/2/2021	View
☐	IN2018010761	Andrzejewski, Nicholas Christopher	Cement Mason (0075) V1 Time-Based	Completed	8/31/2018	11/9/2018	7/30/2021	8/2/2021	View
☐	IN2018010649	Wilson, Ethan M	Cement Mason (0075) V1 Time-Based	Completed	11/6/2018	11/6/2018	6/28/2021	7/1/2021	View
☐	IN2018010753	Ramirez, Rafael	Cement Mason (0075) V1 Time-Based	Completed	7/27/2018	11/9/2018	6/28/2021	7/30/2021	View
☐	IN2020001138	Miller, Steven A	Cement Mason (0075) V1 Time-Based	Completed	4/6/2020	4/6/2020	6/28/2021	6/1/2021	View
☐	IN2020002170	Ramirez, Eli	Cement Mason (0075) V1 Time-Based	Completed	6/22/2020	6/22/2020	6/28/2021	6/1/2021	View
☐	IN2020002729	Tyler, Jason P	Cement Mason (0075) V1 Time-Based	Completed	7/17/2020	7/17/2020	4/1/2021	4/23/2021	View
☐	IN16N074394	MC GEE, BROC A	Cement Mason (0075) V1 Time-Based	Completed	3/15/2016	3/22/2016	2/25/2021	3/1/2021	View
☐	IN2018010647	Shaw, Tanner J	Cement Mason (0075) V1 Time-Based	Completed	8/31/2018	11/6/2018	1/28/2021	12/1/2020	View
☐	IN2017085498	McCord, Steven R	Cement Mason (0075) V1 Time-Based	Completed	8/14/2017	9/5/2017	11/25/2020	11/2/2020	View
☐	IN2018000542	Copeland, Charles D	Cement Mason (0075) V1 Time-Based	Completed	9/1/2017	10/31/2017	11/25/2020	11/2/2020	View

☐	IN2018000544	Maggart, Joni L	Cement Mason (0075) V1 Time-Based	Completed	9/1/2017	10/31/2017	11/25/2020	11/2/2020	View

	Apprentice Number	Name	Occupation	Status	Date Apprenticeship Begins	Registration Date ↓	Completion Date	Expected Completion Date	History
☐	IN2018000551	Altiere, Brian A	Cement Mason (0075) V1 Time-Based	Completed	9/1/2017	10/31/2017	11/25/2020	11/2/2020	View
☐	IN2018010552	Daniel, Enriquez Rivero Carlos	Cement Mason (0075) V1 Time-Based	Completed	10/31/2018	10/31/2018	11/25/2020	11/2/2020	View
☐	IN17N082341	COMBS, WADE H	Cement Mason (0075) V1 Time-Based	Completed	5/1/2017	5/10/2017	8/28/2020	9/1/2020	View
☐	IN2018010759	Dyrez, Nicholas Alan	Cement Mason (0075) V1 Time-Based	Completed	9/28/2018	11/9/2018	8/28/2020	9/1/2020	View
☐	IN2019001436	Staples, Randy Lee	Cement Mason (0075) V1 Time-Based	Completed	3/29/2019	3/29/2019	8/28/2020	9/4/2020	View
☐	IN15N071105	MURRAY, ROOSEVELT	Cement Mason (0075) V1 Time-Based	Completed	8/1/2015	9/15/2015	7/30/2020	6/2/2020	View
☐	IN17N082375	PEREZ, DIEGO A	Cement Mason (0075) V1 Time-Based	Completed	4/1/2017	5/10/2017	7/30/2020	8/3/2020	View
☐	IN2017084834	Stedman, Nathon D	Cement Mason (0075) V1 Time-Based	Completed	7/1/2017	8/14/2017	7/30/2020	8/3/2020	View
☐	IN2018008273	Baker, James T	Cement Mason (0075) V1 Time-Based	Completed	5/1/2018	8/22/2018	7/30/2020	8/3/2020	View
☐	IN2019001698	Kingsbury, Jared Wayne	Cement Mason (0075) V1 Time-Based	Completed	4/17/2019	4/17/2019	6/30/2020	7/1/2020	View
☐	IN2018010657	McMahon, Troy Edward	Cement Mason (0075) V1 Time-Based	Completed	8/31/2018	11/6/2018	5/29/2020	6/1/2020	View
☐	IN2018008762	Cortez, Hector	Cement Mason (0075) V1 Time-Based	Completed	5/1/2018	8/24/2018	2/20/2020	9/18/2020	View
☐	IN2018008775	Shipley, Alan J	Cement Mason (0075) V1 Time-Based	Completed	7/1/2018	8/27/2018	12/27/2019	1/27/2020	View
☐	IN16N078024	GARCIA, JOVANY	Cement Mason (0075) V1 Time-Based	Completed	8/1/2016	9/7/2016	10/31/2019	11/30/2019	View
☐	IN16N078022	RIVAS, EMILIO E	Cement Mason (0075) V1 Time-Based	Completed	8/1/2016	9/7/2016	10/31/2019	12/30/2019	View
☐	IN17N081016	LEWIS, JAMES R	Cement Mason (0075) V1 Time-Based	Completed	2/1/2017	2/28/2017	10/31/2019	12/31/2019	View
☐	IN2018000554	Hanley, Kyle E	Cement Mason (0075) V1 Time-Based	Completed	9/1/2017	10/31/2017	10/31/2019	12/31/2019	View
☐	IN16N078916	BRODNER, HUNTER T	Cement Mason (0075) V1 Time-Based	Completed	9/10/2016	10/24/2016	9/30/2019	9/30/2019	View
☐	IN15N070144	MYERS, ALAN J	Cement Mason (0075) V1 Time-Based	Completed	12/20/2015	1/21/2016	7/30/2019	9/30/2019	View
		Trotter	Cement Mason						

INDIANA LABORERS' TRAINING TRUST FUND

David A. Frye
Secretary-Treasurer
Jerry J. Bolk
Chris Brickey
Ricky Henson, Jr.
Ramon Mendoza, Jr.
Brian Short



John P. Brown
Chairman
Kelly Abel
Jade Painter
Christopher Potts
Nick Timmerman
Jim Wiseman

P.O. Box 758
Bedford, Indiana 47421

Sean Coakley, Director

PHONE : (812) 279-9751
FAX: (812) 279-5545

February 18, 2026

To Whom It May Concern:

This letter is to confirm that "**Milestone Contractors LP**" is a signatory contractor in good standing with the Indiana Laborers' Training Trust Fund.

The above-mentioned company is a participant in the Joint Apprenticeship and Training Committee through this Union and had been an active participant in good standing and is currently eligible to use our apprentices on a project.

Further, our organization's program is approved by the U.S. Veterans Administration to participate in the GI educational benefits program. A copy of our approval letters are attached along with the collective bargaining agreement stating the ratios of Journey workers to Apprentices: which is one (1) Apprentice for every four (4) Journey workers and thereafter may not employ more that (1) Apprentice for every (3) Journey workers.

Sincerely,

Sean Coakley

Sean Coakley,
Director

SC:ap

The United States Department of Labor

Bureau of Apprenticeship and Training

Certificate of Registration

INDIANA LABORER'S TRAINING TRUST FUND

BEDFORD, INDIANA

for the trade classification of CONSTRUCTION CRAFT LABORER

Registered as part of the National Apprenticeship Program in accordance with the basic standards of apprenticeship established by the Secretary of Labor

December 14, 1995

Date

IN040-0528

Registration No.

Robert B. Reich

Secretary of Labor

Anthony Swoope

Director, Bureau of Apprenticeship and Training

Apprentice Status Report By Indenture Date

Apprentices Indentured Between 1/1/2021 And 12/31/2025

Apprentice Program: IN3

Year	Apprentice Status	Apprentices	Percentage
2021	**Total Indentured**		
2022	**Total Indentured**		
2023	**Total Indentured**		
2024	**Total Indentured**		
2025		1	0.11%
	Active	778	83.30%
	Adv. to Journeyman	11	1.18%
	Graduated	1	0.11%
	Med. Susp.	2	0.21%
	Reinstate	51	5.46%
	Suspended	2	0.21%
	Terminated	79	8.46%
	Voluntary withdraw	9	0.96%
	Total Indentured	**934**	

Apprentice Status Report By Indenture Date

Apprentices Indentured Between 1/1/2021 And 12/31/2025

Apprentice Program: IN2

Year	Apprentice Status	Apprentices	Percentage
2025	Active	164	63.81%
	Adv. to Journeyman	5	1.95%
	Deceased	1	0.39%
	Reinstate	15	5.84%
	Suspended	2	0.78%
	Terminated	68	26.46%
	Voluntary withdraw	2	0.78%
	Total Indentured	**257**	

Apprentice Status Report By Indenture Date

Apprentices Indentured Between 1/1/2021 And 12/31/2025

Apprentice Program: IN2

Year	Apprentice Status	Apprentices	Percentage
2023	Active	210	20.98%
	Adv. to Journeyman	112	11.19%
	Deceased	2	0.20%
	Graduated	62	6.19%
	Journeyman	3	0.30%
	Med. Susp.	2	0.20%
	Not Registered	5	0.50%
	Reinstate	12	1.20%
	Suspended	7	0.70%
	Terminated	553	55.24%
	Voluntary withdraw	33	3.30%
	Total Indentured	**1001**	
2024	Active	524	46.29%
	Active Duty	5	0.44%
	Adv. to Journeyman	80	7.07%
	Deceased	3	0.27%
	Graduated	12	1.06%
	Med. Susp.	5	0.44%
	Not Registered	3	0.27%
	Reinstate	27	2.39%
	Suspended	5	0.44%
	Terminated	446	39.40%
	Transferred Out	1	0.09%
	Voluntary withdraw	21	1.86%
	Total Indentured	**1132**	

Apprentice Status Report By Indenture Date

Apprentices Indentured Between 1/1/2021 And 12/31/2025

Apprentice Program: IN2

Year	Apprentice Status	Apprentices	Percentage
2021	Active	22	2.99%
	Active Duty	1	0.14%
	Adv. to Journeyman	83	11.28%
	Deceased	4	0.54%
	Graduated	103	13.99%
	Med. Susp.	1	0.14%
	Reinstate	2	0.27%
	Terminated	476	64.67%
	Voluntary withdraw	44	5.98%
	Total Indentured	**736**	
2022	Active	57	6.10%
	Adv. to Journeyman	102	10.92%
	Deceased	6	0.64%
	Graduated	161	17.24%
	Journeyman	2	0.21%
	Med. Susp.	2	0.21%
	Not Registered	1	0.11%
	Reinstate	3	0.32%
	Suspended	7	0.75%
	Terminated	549	58.78%
	Transferred Out	3	0.32%
	Voluntary withdraw	41	4.39%
	Total Indentured	**934**	

STATE OF INDIANA
DEPARTMENT OF VETERANS AFFAIRS
STATE APPROVING AGENCY
402 WEST WASHINGTON STREET ROOM W-469
INDIANAPOLIS, INDIANA 46204-2738



Eric Holcomb, Governor
James M. Brown, Director

January 9, 2019

Jeremy Brewer
Apprenticeship Coordinator
Indiana Laborers Training Trust Fund-Apprenticeship
439 Patton Hill Rd.
Bedford, IN 47421

Dear Jeremy Brewer,

The Indiana State Approving Agency conducted a supervisory visit on 01/8/2019 at Indiana Laborers Training Trust Fund-Apprenticeship. The purpose of the visit was to provide training to the Certifying Officials and review enrollment certifications, record retention and reporting procedures.

The organization demonstrated proper record maintenance and record maintenance and reporting procedures. During the visit, we discussed the importance of reporting hours on a monthly basis, good record keeping techniques, and how to report a leave of absence or completion via VA Form 22-1999b. We also updated the Certifying Officials via VA Form 22-8794, work processes, and wage scale.

If you need any assistance or have any questions regarding this technical visit please contact me directly at tgriffin@dva.in.gov or (317) 232-3916. Thank you for the courtesy extended during my visit. The education and training opportunities that your organization continues to provide veterans and their dependents are appreciated.

Sincerely,

Taniqua Griffin
Program Director

APPROVED
JAN - 9 2019
INDIANA STATE APPROVING AGENCY

Phone (317)-234-6062 Toll Free (800)-400-4520 Fax (317)-234-8744

STATE OF INDIANA
DEPARTMENT OF VETERANS AFFAIRS
STATE APPROVING AGENCY
402 WEST WASHINGTON STREET ROOM W469
INDIANAPOLIS, INDIANA 46204-2738



Eric Holcomb, Governor
James M. Brown, Director

January 9, 2019

Jeremy Brewer
Apprenticeship Coordinator
Indiana Laborers Training Trust Fund-Apprenticeship
439 Patton Hill Rd.
Bedford, IN 47421

Dear Jeremy Brewer,

This will acknowledge receipt of your updated **Wage Scale** for the **Construction Craft Laborer** program offered by Indiana Laborers Training Trust Fund-Apprenticeship. The State Approving Agency has reviewed the document as listed below:

Wage Scale: Construction Craft Laborer

FACILITY CODE: 30004114

To the best of my knowledge Indiana Laborers Training Trust Fund-Apprenticeship does not utilize erroneous or misleading advertisement, either by actual statement, omission, or intimation. It is understood by Indiana Laborers Training Trust Fund-Apprenticeship that they will maintain a complete record of all advertising utilized by or on behalf of the Indiana Laborers Training Trust Fund-Apprenticeship in regards to their training programs during the preceding 12 months. Indiana Laborers Training Trust Fund-Apprenticeship's advertising will be available for review by any and all future supervisory visits by the SAA, or the U.S. Department of Veteran Affairs.

Please Review the entire packet for content and accuracy. Approval is granted pursuant to the provisions of Title 38, U.S. Code 3687, with an effective date of **April 1, 2018.**

If you have any questions, please feel free to give me a call at 317-232-3916 or email me at tgriffin@dva.in.gov. Thank you for what you do for our Veterans, and have a great day!

Sincerely,

Taniqua Griffin
Program Director
State Approving Agency
Cc: VARO/ELR

APPROVED
JAN - 9 2019
INDIANA STATE APPROVING AGENCY

STATE OF INDIANA

DEPARTMENT OF VETERANS AFFAIRS
STATE APPROVING AGENCY
402 WEST WASHINGTON STREET ROOM W-469
INDIANAPOLIS, INDIANA 46204-2738

Eric Holcomb, Governor
James M. Brown, Director

January 9, 2019

Jeremy Brewer
Apprenticeship Coordinator
Indiana Laborers Training Trust Fund-Apprenticeship
439 Patton Hill Rd.
Bedford, IN 47421

Dear Jeremy Brewer,

This will acknowledge receipt of your **revised Work Processes** for the **Construction Craft Laborer** program offered at Hoosier Energy, located in Bedford, Indiana. The State Approving Agency has reviewed the document as listed below:

TRAINING PROGRAM	LENGTH	DOT CODE
Construction Craft Laborer	4,000-7800 hours	47-2061.00

FACILITY CODE: 30004114

To the best of my knowledge Indiana Laborers Training Trust Fund-Apprenticeship does not utilize erroneous or misleading advertisement, either by actual statement, omission, or intimation. It is understood by Indiana Laborers Training Trust Fund-Apprenticeship that they will maintain a complete record of all advertising utilized by or on behalf of the company in regards to their training programs during the preceding 12 months. The company's advertising will be available for review by any and all future supervisory visits by the SAA, or the U.S. Department of Veteran Affairs.

This approval is made pursuant to and under the provisions of Title 38, U. S. Code 3687, with an effective date of **January 8, 2019.**

If you have any questions, please contact me at 317-232-3916.

Sincerely,

APPROVED
JAN - 9 2019
INDIANA STATE APPROVING AGENCY

Taniqua Griffin
Program Director
State Approving Agency
Cc:VARO/ELR

Phone (317)-234-6062 Toll Free (800)-400-4520 Fax (317)-234-8744

The United States Department of Labor

Bureau of Apprenticeship and Training

Certificate of Registration

INDIANA LABORER'S TRAINING TRUST FUND

BEDFORD, INDIANA

for the trade classification of CONSTRUCTION CRAFT LABORER

Registered as part of the National Apprenticeship Program in accordance with the basic standards of apprenticeship established by the Secretary of Labor

December 14, 1995

Date

IN040-0528

Registration No.

Robert B. Reich

Secretary of Labor

Anthony Swoope

Director, Bureau of Apprenticeship and Training

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

PLASTERERS & CEMENT MASONS LOCAL 692 J.A.T.C.
MERRILLVILLE, INDIANA
FOR THE TRADE CLASSIFICATIONS: CEMENT MASON; PLASTERER

Registered as part of the National Apprenticeship System in accordance with the basic standards of apprenticeship established by the Secretary of Labor

MAY 22, 1995
Date Revised: November 1, 2018

IN010950002
Registration No.

DEPARTMENT OF LABOR · UNITED STATES OF AMERICA

Administrator, Office of Apprenticeship



Teamsters Union Local 142 Training & Apprenticeship
9050 Mississippi St. Merrillville, Indiana 46410

January 24th, 2025

RE: Milestone Contractors
1700 E Main St.
Griffith, IN 46319

To Whom It May Concern:

Please accept this letter as notice that "Milestone Contractors" is a signatory contractor to Teamsters Union Local No. 142 and a contributing employer into the Teamsters Union Local No. 142 Training and Apprenticeship Funds.

Thank You,

Jennifer Winn

Jennifer Winn
Training & Apprenticeship Trust Fund Assistant Coordinator

(219) 756-1422
Jennifer@teamsters142.org

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

TEAMSTERS LOCAL #142 TRAINING AND APPRENTICESHIP TRUST FUND
GARY, INDIANA
FOR THE TRADE CLASSIFICATION: CONSTRUCTION DRIVER

Registered as part of the National Apprenticeship System in accordance with the basic standards of apprenticeship established by the Secretary of Labor

AUGUST 8, 2007
Date

IN020070015
Registration No.

DEPARTMENT OF LABOR · UNITED STATES OF AMERICA ·

L. L. Chao
Secretary of Labor

Administrator, Office of Apprenticeship

Certificate of Registration

INTERNATIONAL UNION OF OPERATING ENGINEERS
Local Unions Nos. 103, 150, 181, 841

Lafayette, Indiana

for the trade classification of HEAVY DUTY MECHANIC, PLANT EQUIPMENT OPERATOR, UNIVERSAL EQUIPMENT OPERATOR, GRADE & PAVING EQUIPMENT OPERATOR

Issued in recognition of the above apprenticeship system, registered as part of the National Apprenticeship Program, in accordance with the standards recommended by the

FEDERAL COMMITTEE ON APPRENTICESHIP

Date 12-21-67

Registry No.

W. Willard Wirtz
Secretary of Labor

Washington, Bureau of Apprenticeship and Training

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Operating Engineers Local #150 Apprenticeship Fund
Wilmington, Illinois

For the Trade - Operating Engineer

Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

Registered - March 18, 1969
Date

Revised - June 23, 2021

Registration No. *IL008780173*

Administrator, Office of Apprenticeship

The United States Department of Labor

Bureau of Apprenticeship and Training
Certificate of Registration

CENTRAL INDIANA CARPENTERS JOINT APPRENTICESHIP COMMITTEE
INDIANAPOLIS, INDIANA

for the trade classifications of CARPENTER, FLOOR COVERER and MILLWRIGHT

Registered as part of the National Apprenticeship Program in accordance with the basic standards of apprenticeship established by the Secretary of Labor

September 4, 1941
Date Rev. August 23, 1989

0 4 0 0 4 1 1
Registration No.

Elizabeth Dole
Secretary of Labor

James D Van Erden
Director, Bureau of Apprenticeship and Training

AGREEMENT

BY AND BETWEEN

FOUR COUNTY HIGHWAY CONTRACTORS GROUP

and

LABORERS' INTERNATIONAL

UNION OF NORTH AMERICA

STATE OF INDIANA DISTRICT COUNCIL

FOR AND ON BEHALF OF ITS AFFILIATED LOCAL UNIONS

#41 & #81

APRIL 1, 2022

thru

MARCH 31, 2027

ARTICLE XXXI - WAGES AND FRINGES

Section 1. Fringe Benefits. All Locals, all Zones covered by this Agreement.

Effective	H &W	Pension	Training	Annuity	HRA	CAF	BCRC
4/1/2022 – 3/31/2023	$7.25	$13.28	$0.45	$2.50	$0.15	$0.15	$0.13
4/1/2023 – 3/31/2024	Total Package Increase of $2.10 to be allocated at a later date						
4/1/2024 – 3/31/2025	Total Package Increase of $2.00 to be allocated at a later date						
4/1/2025 – 3/31/2026	Total Package Increase of $2.00 to be allocated at a later date						
4/1/2026 – 3/31/2027	Total Package Increase of $2.00 to be allocated at a later date						

Section 2. Wages

A. Basic wage rates for highway workers shall be as follows:

Effective	Lake, Newton, Porter and LaPorte Counties	Starke & Jasper Counties
4/1/2022 – 3/31/2023	$31.74	$28.97
4/1/2023 – 3/31/2024	TBD	TBD
4/1/2024 – 3/31/2025	TBD	TBD
4/1/2025 – 3/31/2026	TBD	TBD
4/1/2026 – 3/31/2027	TBD	TBD

B. Basic wage rates for utilities shall be as follows:

For the purpose of Utility basic wage rates the State shall be divided into the following Zones:

Zone 1. Local 41 and Local 81, consisting of Lake, Newton and Jasper Counties.

Zone 1A. Local 81, Porter, Starke and LaPorte Counties.

Wages for the above listed Zones shall be as follows:

Effective	**Zone 1**	**Zone 1A**
4/1/2022 – 3/31/2023	$32.57	$32.22
4/1/2023 – 3/31/2024	TBD	TBD
4/1/2024 – 3/31/2025	TBD	TBD
4/1/2025 – 3/31/2026	TBD	TBD
4/1/2026 – 3/31/2027	TBD	TBD

The Union and the Employer agree that all Journeymen will be required to complete a minimum of 20 hours of skills upgrade training every two (2) years.

CATEGORY I shall include the following and be paid the basic rate.

Construction Laborer
Carpenter Tender
Dingos
Fence Erector
Flagman
Grade Checker
Guard Rail Erector
Continuous Steel Rod or Mat Installer
Wire Mesh Layer
Joint Man (Mortar, Mastic, and all other types)
Lighting Installer (Permanent or Temporary)
Lineman for Automatic Grade Maker on Paving Machine
Mortar Man
Multi-Gang Drill
Multi-Plate Erector
Remote-controlled Walk Behind Trench Rollers
Rip-Rap Installer (All products and materials)
Road Marking and Delineation Laborer
Rodman and Chainman
Setting and Placing of all Precast Concrete Products
Sign Installation, including supporting structure
Spraying, Rolling, Brushing of all Surface Sealers, Epoxies, Masonry Coatings, Curing Compounds, Cure and Seal products and other like materials on all surfaces, along with the surface preparation required
Survey Crew Man
Sod Layer
Air Tool, Power Tool, and Power Equipment Operator
Asphalt Lute Man
Asphalt Raker Man

Batch Truck Dumper
Bridge Hand Rail Erector
Handler (Bulk or Bag Cement)
Chain Saw Man
Concrete Conveyor Assembly Man
Concrete Puddler
Concrete Rubber
Concrete Saw Operator
Eye Level
Hand Blade Operator
Hydro Seeder Man
Laborer Instrument Man
Motor Driven Georgia Buggy Operator
Power Driven Compactor or Tamper Operator
Power Saw Operator
Pumpcrete Assembly Man
Rebar Installer
Sand Blaster Man
Sealer Applicator for asphalt, toxic
Setting and Placing Prestressed or Precast Concrete Structural Members
Side Rail Setter for Sidewalks, Side Ditches, Radii, and Pavements
Spreader Box Tender (Manual or Power Driven)
Straw Blower Man
Subsurface Drain and Culvert Pipe Layer
Horizontal Boring and Jacking Man
Jackman and Sheetman
Pipe Grade Man
Winch and Windlass Operator
Conduit Installer
Water Pumps

CATEGORY II shall include the following and shall be paid thirty cents (30¢) per hour above the basic rate:

Cutting Torch Burner
Laser Beam Aligner
Manhole Erector
Water Line Installer – Temporary or Permanent
Welders (Electric or Oxy-Acetylene)
Hod Carriers (Tending Bricklayers)
TV'ing and Associated Grouting of Utility Lines

CATEGORY III shall include the following and shall be paid one dollar ($1.00) per hour above the basic rate:

Transverse and Longitudinal Hand Bull Float Man

Concrete Saw Joint Control Cutting
Core Drill Operator (excluding testing)
Air Track and Wagon Drillman
Concrete Barrier Rail Form Setter
Dynamite and Powder Man
General Laborer Leadman
Sewer Pipe Layer/Stormwater Pipe Layer
Screed Man or Screw Man on Asphalt Paver

CATEGORY IV shall include the following and shall be paid fifty (50¢) cents per hour above the basic rate:

Laborer Leadman

CATEGORY V shall include the following and shall be paid one dollar and fifty cents ($1.50) per hour above the basic rate:

Concrete Finisher/Form Setter
Paving Transverse and Longitudinal Hand Bull Float Man

CATEGORY VI – Combination Man/Laborer Teamster

$1.50 over tandem axle truck rate in Teamster Agreement

CATEGORY VII – shall include the following classifications in Caisson and Tunnel Work in free air:

Bottom Man – Concrete Man	Basic Rate + .50
Concrete Headman	Basic Rate + .65
Miner or Header Man	Basic Rate + 1.00
Mucker and Tunnel Laborer	Basic Rate + .50

CATEGORY VIII shall include Watchman whose wage rates will be 65% of base rate. Fringe benefits will be paid on actual hours worked with a maximum of forty (40) hours per week.

CATEGORY IX - Railroad Work and Wage Rates

Shall include railroad work on public right-of-way or railroad work incidental thereto will be the highway wage rates contained herein.

New Railroad Work or Maintenance shall not be covered by this Agreement.

ARTICLE XXXIV - APPRENTICES

Section 1. New Applicants for employment with a signatory contractor who have fewer than 4,000 hours of experience as a Construction Craft Laborer (or alternatively, cannot demonstrate equivalent skills by achieving a satisfactory score in a placement examination administered by the Joint Apprenticeship and Training Committee (JATC), shall, whenever practical, enter and be allowed to enter the Apprenticeship program on a non-discriminatory basis in accordance with the terms of the Apprenticeship Program. Any person entering, but failing to maintain and complete his or her apprenticeship, shall not be employed by the Employer as a Journeyworker under this Agreement. The failure of any Apprentice to maintain his or her apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.

Section 2. The Apprenticeship and Training Standards approved by the Federal Bureau of Apprenticeship and Training or State Apprenticeship Committee are hereby incorporated herein by reference and made a part of this Agreement.

Section 3. The Apprentice wage rates:

	Hours of Credit	Wage Rate
1st period	0-1000 hours	75% of journeyworker rate
2nd period	1001-2000 hours	85% of journeyworker rate
3rd period	2001-3000 hours	90% of journeyworker rate
4th period	3001-4000 hours	95% of journeyworker rate

Section 4. The requirements for entry into the Apprenticeship program shall be controlled by the JATC, which shall employ appropriate testing and screening procedures. An Apprentice advances from one hours-of credit and wage-rate category to another only upon determination of satisfactory performance by the JATC, pursuant to requirements specified in the Apprenticeship Program which shall have the authority to grant accelerated credit where warranted by the performance of an individual Apprentice.

Section 5. Except as provided in Section 9, the Employer shall participate in the Apprenticeship Program by considering Apprentices for employment upon referral by the Union. The Employer shall have the sole right to reject, at any time, any Apprentice referred to it, or working for it. The Employer is not obligated to accept more than one (1) Apprentice for every five (5) Journeyworkers commencing with the sixth Laborer needed by the Employer. This ratio shall be measured on a company wide basis, and does not require an Employer to have a sixth Laborer, if only five are needed, as determined by the Employer.

Section 6. The Employer may not employ an Apprentice until at least one (1) Journeyworker is employed and thereafter may not employ more than one (1) Apprentice for every additional three (3) Journeyworkers.

Section 7. An Apprentice should, whenever practical, be rotated by the Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Employer is unable to provide an Apprentice with experience in the full range of craft skills, the JATC may request the Local Union to reassign the Apprentice to other employment in order to provide that experience. For so long as the Employer is able to provide the necessary range of employment experience, the Employer may choose to retain the Apprentice from job to job. Upon request the Employer will inform the JATC and Local Union of an Apprentice's job reassignments on a project.

Section 8. An Apprentice shall not be penalized for taking off from work to attend offsite training (though time off for training is unpaid).

Section 9. Notwithstanding the provisions of Section 5, the Employer may call the Union for an individual by name, provided he or she is not then employed by another Employer. If available, the Union shall refer that individual.

Section 10. The Union agrees to hold harmless and to indemnify any Employer in any claim arising out of the Union's referral rules/practices or the Union's or JATC's administration of the Apprenticeship Program.

ARTICLE XXXV - BCRC/DRUG TESTING

Section 1. The Union recognizes the right of the Employer to establish a drug testing policy for Employees.

Section 2. In all situations where an Employer is required to agree to a testing program in order to qualify to be the successful contractor on a project, testing may be required, in accordance with the standards of this program, or, if the owner's requirements for successful contractors are more stringent, in accordance with the owner's requirements. No adverse employment action shall be taken against a worker solely because he/she refused a job assignment that has a substance testing requirement.

Section 3. BCRC

(a) The Association, the Union, various other Employer Associations, and various other unions are members of the Building and Construction Resource Center, Inc. (hereinafter "BCRC"), a non-profit corporation that was formed to provide services in the construction industry, including, but not limited to, education and referral services concerning alcohol, drug and other substance abuse, which purposes are more fully defined in the Articles of Incorporation and By-Laws of said BCRC.

(b) Each Employer under this Agreement shall pay to BCRC the amount as specified in Article XXXI of this Agreement per hour worked by each of its Employees covered by this Agreement. Each Employer is obligated to make

LIUNA!
LABORERS INTERNATIONAL UNION OF NORTH AMERICA

David A. Frye
Secretary-Treasurer
& Business Manager

Brian C. Short
Field Representative
& Organizer

425 S 4th Street
Terre Haute, IN 47807
Phone: 812-235-6083
Fax: 812-232-4420
Email: inidc@inidc.org
Website: www.inidc.org

Officers:
Kevin Roach, President
Jim Terry, Vice-President
Danny Stults, Sgt-at-Arms
Brian C. Short, Auditor
Ray Hobbs, Auditor
Andrew Angel, Auditor

Executive Board Members
Mike Campbell
Kelly W. Watson, Jr.
Chris Guerrero
Murrey Miller

STATE OF INDIANA DISTRICT COUNCIL

LIUNA Local #41 & Local #81 Highway Agreement

Fringe Benefits

Effective	H &W	Pension	Training	CAF	BCRC	Annuity	HRA
4/1/22 to 3/31/23	$7.25	$13.28	$0.45	$0.15	$0.13	$2.50	$0.15

Effective	Lake, Newton, Porter & LaPorte	Starke & Jasper
4/1/22 to 3/31/23	$31.74	$28.97

Working Dues – 5% of gross wages
Voluntary ILDCPAC - $0.05 per hour

Utility Wages

For the purpose of Utility basic wage rates the State shall be divided into the following Zones:

Zone 1. Local 41 and Local 81, consisting of Lake, Newton and Jasper Counties.

Zone 1A. Local 81, Porter, Starke and LaPorte Counties.

Wages for the above listed Zones shall be as follows:

Effective	Zone 1	Zone 1A
4/1/22 to 3/31/23	$32.57	$32.22

LABORERS INTERNATIONAL UNION OF NORTH AMERICA

David A. Frye
Secretary-Treasurer
& Business Manager

Brian C. Short
Field Representative
& Organizer

425 S 4th Street
Terre Haute, IN 47807
Phone: 812-235-6083
Fax: 812-232-4420
Email: inidc@inidc.org
Website: www.inidc.org

Officers
Kevin Roach, President
Jim Terry, Vice-President
Danny Stults, Sgt-at-Arms
Brian C. Short, Auditor
Ray Hobbs, Auditor
Andrew Angel, Auditor

Executive Board Members
Mike Campbell
Kelly W. Watson, Jr.
Chris Guerrero
Murray Miller

STATE OF INDIANA DISTRICT COUNCIL

Agreement by and between Indiana Constructors, Inc. – Labor Relations Division (ICI-LRD) and
Laborers' International Union of North America
State of Indiana District Council Local Unions

#120, #204, #213, #274, #561, #645, #741, #795, #1112
Highway Agreement

Fringe Benefits

Effective	H &W	Pension	Training	ILDCTF	ICIAF	SAT
4/1/22 to 3/31/23	$7.25	$8.75	$0.45	$0.77	$0.13	$0.04

Wages

4/1/22 to 3/31/23	$27.40

Working Dues – 5% of gross wages
Voluntary ILDCPAC - $0.05 per hour

Utility Wages

*Effective 04/01/2022, "Zones" have been eliminated.

Basic wage rates for utilities shall be as follows:

Effective	
4/1/22 to 3/31/23	$27.90

To All Employers Signatory to the following IUOE Local 150 Agreement:

HIGHWAY, HEAVY AND UTILITY DIVISION-INDIANA CONSTRUCTORS, INC.-LABOR RELATIONS DIVISION (ICI-LRD) (10CTY HH)

2022 & 2023 ECONOMICS

FRINGE BENEFITS FOR JOURNEYMAN AND THIRD- & FOURTH-YEAR APPRENTICES	04/01/22	04/01/23
HEALTH AND WELFARE	16.80	17.30
RETIREE MEDICAL SAVINGS PLAN	3.45	3.65
PENSION	9.65	9.95
RETIREMENT ENHANCEMENT FUND	0.35	0.70
VACATION SAVINGS	1.00	1.00
TRAINING	1.05	1.15
INDUSTRY ADVANCEMENT FUND	0.13	0.13
CONSTRUCTION INDUSTRY RESEARCH AND SERVICE TRUST FUND	0.25	0.30
SUBSTANCE ABUSE TESTING PROGRAM	0.03	0.03

FRINGE BENEFITS FOR FIRST- & SECOND-YEAR APPRENTICES	04/01/22	04/01/23
HEALTH AND WELFARE	16.80	17.30
RETIREE MEDICAL SAVINGS PLAN	3.45	3.65
PENSION	7.80	8.10
RETIREMENT ENHANCEMENT FUND	0.35	0.70
VACATION SAVINGS	0.50	0.50
TRAINING	1.05	1.15
INDUSTRY ADVANCEMENT FUND	0.13	0.13
CONSTRUCTION INDUSTRY RESEARCH AND SERVICE TRUST FUND	0.25	0.30
SUBSTANCE ABUSE TESTING PROGRAM	0.03	0.03

WAGES FOR JOURNEYMEN	04/01/22	04/01/23
GROUP I	32.85	33.90
GROUP II	31.25	32.30
GROUP III	29.95	31.00
GROUP IV	28.55	29.60

WAGES FOR APPRENTICES	04/01/22	04/01/23
FIRST YEAR	24.25	25.30
SECOND YEAR	25.60	26.65
FIRST HALF OF THIRD YEAR	27.05	28.10
SECOND HALF OF THIRD YEAR	28.50	29.55
FIRST HALF OF FOURTH YEAR	29.95	31.00
SECOND HALF OF FOURTH YEAR	31.40	32.45

Administrative Dues deduction for all wage classifications shall remain at 3%

April 14, 2022 mlc

To All Employers Signatory to the following IUOE Local 150 Agreement:

FOUR COUNTY HIGHWAY CONTRACTORS GROUP
2022 & 2023 RATES

FRINGE BENEFITS FOR JOURNEYMAN AND THIRD- & FOURTH-YEAR APPRENTICES	05/01/22	06/01/22	05/01/23	06/01/23
HEALTH AND WELFARE	16.90	16.90	17.40	17.40
RMSP (Retiree Medical Savings Plan)	4.50	4.50	4.75	4.75
PENSION	12.60	12.60	13.10	13.10
REF (Retirement Enhancement Fund)	1.85	1.85	2.10	2.10
BCRC	0.10	0.13	0.13	0.15
VACATION SAVINGS-JOURNEYMAN	1.00	1.00	1.00	1.00
VACATION SAVINGS-THIRD- & FOURTH-YEAR APPRENTICES	0.75	0.75	0.75	0.75
APPRENTICESHIP	2.00	2.00	2.15	2.15
INDUSTRY ADVANCEMENT FUND	0.12	0.15	0.15	0.15
CONSTRUCTION INDUSTRY RESEARCH AND SERVICE TRUST FUND	0.60	0.60	0.60	0.60

FRINGE BENEFITS FOR FIRST- & SECOND-YEAR APPRENTICES	05/01/22	06/01/22	05/01/23	06/01/23
HEALTH AND WELFARE	16.90	16.90	17.40	17.40
RMSP (Retiree Medical Savings Plan)	4.50	4.50	4.75	4.75
PENSION	8.80	8.80	9.30	9.30
REF (Retirement Enhancement Fund)	1.85	1.85	2.10	2.10
BCRC	0.10	0.13	0.13	0.15
VACATION SAVINGS	0.50	0.50	0.50	0.50
APPRENTICESHIP	2.00	2.00	2.15	2.15
INDUSTRY ADVANCEMENT FUND	0.12	0.15	0.15	0.15
CONSTRUCTION INDUSTRY RESEARCH AND SERVICETRUST FUND	0.60	0.60	0.60	0.60

WAGES FOR JOURNEYMEN	05/01/22	05/01/23
CRAFT FOREMAN	46.35	47.70
FRICTION CRANE -CERTIFIED	45.35	46.70
HYDRAULIC CRANE -CERTIFIED	44.35	45.70
OVERHEAD/GANTRY CRANE -CERTIFIED	43.35	44.70
CLASS I	43.35	44.70
CLASS II	42.90	44.25
CLASS III	42.45	43.80
CLASS IV	41.25	42.60
CLASS V	40.20	41.55
WINTER MAINTENANCE	39.35	40.70

WAGES FOR APPRENTICES	05/01/22	05/01/23
FIRST YEAR	26.70	28.05
SECOND YEAR	29.65	31.00
FIRST HALF OF THIRD YEAR	31.65	33.00
SECOND HALF OF THIRD YEAR	33.50	34.85
FIRST HALF OF FOURTH YEAR	35.55	36.90
SECOND HALF OF FOURTH YEAR	39.30	40.65

Administrative Dues deduction for all wage classifications shall remain at 3%

April 14, 2022 mlc

Final offer Vote 3-30-22

HEAVY HIGHWAY CONTRACT NEGOTIATED CHANGES TO BE RATIFIED.

THESE ARE ONLY THE CHANGES THE REST OF AGREEMENT WILL REMAIN INTACT.

1. **5 YEAR CONTRACT. APRIL 1, 2022 THROUGH MARCH 31, 2027**

2. **ARTICLE 9: WAGES AND JOB CLASSIFICATIONS**
   A. INCREASES FOR EACH CLASSIFICATION PER HOUR

4-1-2022	4-1-2023	4-1-2024	4-1-2025	4-1-2026
$1.01	$.85	$.84	$.83	$.83

   B. FOOTNOTE 5 AND FOOTNOTE 6 ARE DELETED

3. **ARTICLE 11: SAFETY TRAINING AND EDUCATIONAL FUND**
   SECTION 1 SHALL READ AS FOLLOWS:

   BEGINNING APRIL 1, 2022, EACH EMPLOYER AGREES TO PAY THE INDIANA TEAMSTERS SAFETY TRAINING AND EDUCATIONAL TRUST FUND FIFTY CENTS ($.50), FOR DURATION OF CONTRACT, FOR EACH HOUR WORKED BY EACH EMPLOYEE (CAPPED AT FIFTY (50) HOURS PER WEEK FOR EACH EMPLOYEE) WORKING UNDER THIS AGREEMENT. THIS BENEFIT IS PAYABLE FOR ALL COMBINATION MEN, INCLUDING THOSE WHO CHOSE LABORERS BENEFITS.

   SECTION 2 SHALL READ AS FOLLOWS:

   DRIVERS WHO ARE NEW AND HAVE NO EXPERIENCE DRIVING COMMERCIAL TRUCKS ON CONSTRUCTION JOBSITES, SHALL BE PAID A PROBATIONARY RATE OF 80%/HOUR FOR THEIR FIRST CONSTRUCTION SEASON (CALENDAR YEAR) AND DURING THEIR FIRST

THIRTY (30) DAYS THEY SHALL HAVE NO SENIORITY, AND MAY BE SENT BACK TO THE HALL WITHOUT RECOURSE TO THE AGREEMENT'S GRIEVANCE AND ARBITRATION PROVISIONS IF THE EMPLOYER IS DISSATISFIED WITH THE PROBATIONARY EMPLOYEE'S OPERATION OF A COMMERCIAL TRUCK. THIS INITIAL THIRTY (30) DAY PERIOD CAN BE EXTENDED AN ADDITIONAL THIRTY (30) DAYS OF NO SENIORITY, WITH MUTUAL AGREEMENT.

4. **ARTICLE 12: WORKING HOURS AND OVERTIME**

SECTION 1 AND NEW SUBSECTION D TO READ AS FOLLOWS AND RENUMBER THE REST OF THE SUBSECTIONS.

IF THERE IS ONLY ONE (1) SHIFT AND THAT SHIFT IS WORKING AT NIGHT (THIS IS NOT A 2 OR 3 SHIFT JOB) THEN A ONE DOLLAR AND FIFTY CENTS ($1.50) PER HOUR PREMIUM SHALL BE ADDED TO THE BASE TRUCK RATE PAID TO EACH EMPLOYEE APPLIED TO EACH HOUR WORKED.

5. **ARTICLE 22: HEALTH AND WELFARE, INDIANA TEAMSTERS BENEFIT FUND**

SECTION 1: 4-1-22 $510.80 PER WEEK OR $12.25 PER HOUR
SECTION 2: 4-1-23 $522.80 PER WEEK OR $12.55 PER HOUR
SECTION 3: 4-1-24 $534.80 PER WEEK OR $12.85 PER HOUR
SECTION 4: 4-1-25 $546.80 PER WEEK OR $13.15 PER HOUR
SECTION 5: 4-1-26 $558.80 PER WEEK OR $13.45 PER HOUR

SECTION 7: ADD NEW LANGUAGE AS FOLLOWS

EMPLOYER SHALL START PAYING THIS CONTRIBUTION FOR A NEW EMPLOYEE AFTER THIRTY (30) CALENDAR DAYS FROM HIRE DATE (CALENDAR DAYS, NOT WORKING DAYS) SO LONG AS THE NEW EMPLOYEE HAS NOT WORKED UNDER AN AGREEMENT THAT HAS INDIANA TEAMSTERS HEALTH BENEFITS WITHIN THE PRECEDING TWELVE (12) MONTHS. IF THE NEW EMPLOYEE HAS WORKED UNDER AN AGREEMENT THAT HAS INDIANA TEAMSTERS HEALTH BENEFITS IN THE PRECEDING (12) MONTHS, THE EMPLOYER SHALL START PAYING CONTRIBUTIONS FOR SAID EMPLOYEE AFTER SEVEN (7) CALENDAR DAYS.

THE COMMITTEE ASKED THE TRUSTEES OF FUND FOR RATES TO ENHANCE THE BANKING. THE RATES ABOVE ARE THE RATES GIVEN TO ENHANCE THE BANKING. THE ATTACHED BANKING CHANGES WILL BE IMPLEMENTED IF CONTRACT IS RATIFIED.

6. **ARTICLE 23: PENSION**

SECTION 2: 4-1-22 $163.90 PER WEEK OR $4.98 PER HOUR
NEW SECTIONS 3-6 AND RENUMBER REST OF SECTIONS
SECTION 3: 4-1-23 $170.50 PER WEEK OR $5.18 PER HOUR
SECTION 4: 4-1-24 $177.30 PER WEEK OR $5.39 PER HOUR
SECTION 5: 4-1-25 $184.40 PER WEEK OR $5.61 PER HOUR
SECTION 6: 4-1-26 $191.80 PER WEEK OR $5.83 PER HOUR

SECTION 7: ADD NEW LANGUAGE
EMPLOYER SHALL START PAYING THIS CONTRIBUTION FOR A NEW EMPLOYEE AFTER THIRTY (30) CALENDAR DAYS FROM THE HIRE DATE (CALENDAR DAYS, NOT WORKING DAYS) SO LONG AS THE NEW EMPLOYEE HAS NOT WORKED UNDER AN AGREEMENT THAT HAS CENTRAL STATES, INDIANA TEAMSTERS PENSION FUND, AND/OR 716 PENSION WITHIN THE PRECEDING TWELVE (12) MONTHS. IF THE NEW EMPLOYEE HAS WORKED UNDER AN AGREEMENT THAT HAS CENTRAL STATES, INDIANA TEAMSTERS PENSION FUND, AND/OR 716 PENSION IN THE PRECEDING TWELVE (12) MONTHS, THE EMPLOYER SHALL START PAYING THE CONTRIBUTIONS FOR SAID EMPLOYEE AFTER SEVEN (7) DAYS.

SECTION 19: IS DELETED, MEANING THERE IS NO CAP ON HOURLY CONTRIBUTIONS

7. **NEW ARTICLE: INDIANA TEAMSTERS QUALIFIED SAVINGS PLAN TRUST WITH EMPLOYER CONTRIBUTIONS AS FOLLOWS**

4-1-2022	$.50 PER HOUR
4-1-2023	$.25 PER HOUR
4-1-2024	$.25 PER HOUR
4-1-2025	$.25 PER HOUR
4-1-2026	$.25 PER HOUR

8. **NEW ARTICLE: SUBSTANCE ABUSE TESTING PROGRAM**

SEE ATTACHED PRORAM DETAILES

INDIANA TEAMSTERS HEALTH BENEFITS FUND

6007 S. Harding St.
Indianapolis, Indiana 46217
Phone: (317) 639-3573
Fax: (317) 639-3548

November 29, 2021

Re: Highway, Heavy, Railroad and Underground Utility Contracting Agreement Benefit Rates for new contract, 4/1/2022.

Shawn Strain:

Effective April 1, 2022 the new rates for the Indiana Teamsters Health Benefits Fund for the Highway Agreement will be:

	Hourly Rate	Weekly Rate
Current Rate	$11.95	$498.80
Rate for 4/1/2022	$12.25	$510.80
Rate for 4/1/2023	$12.55	$522.80
Rate for 4/1/2024	$12.85	$534.80
Rate for 4/1/2025	$13.15	$546.80
Rate for 4/1/2026	$13.45	$558.80

The Pension rates will be:

Current Rate	$4.79	$ 157.60
Rate for 4/1/2022	$4.98	$163.90
Rate for 4/1/2023	$5.18	$170.50
Rate for 4/1/2024	$5.39	$177.30
Rate for 4/1/2025	$5.61	$184.40
Rate for 4/1/2026	$5.83	$191.80

INDIANA TEAMSTERS HEALTH BENEFITS FUND

6807 S. Harding St.
Indianapolis, Indiana 46217
Phone: (317) 639-3573
Fax: (317) 639-3548

Weekly Banking

Current Rules

6 Weeks paid in before Eligible - consecutive

Weeks paid in	
24	4 Weeks
32	8 Weeks
40	12 Weeks

Proposed Weekly Banking Rules

6 Weeks paid in before Eligible - Doesn't need to be consecutive

Weeks paid in	
24	4 Weeks
28	9 Weeks
32	13 Weeks
35	17 Weeks

Hourly Banking

Current Rules

400 Hours paid in before eligible

Hours banked after 120 hours paid in per month

120 Hours in Bank	One Month
240 Hours in Bank	Two Months
360 Hours in Bank	Three Months

* Not allowed to use more than 3 months in a fiscal year, April 1 to March 31

Proposed Hourly Banking Rules

250 Hours paid in before eligible

Hours banked after 120 hours paid in per month

120 Hours in Bank	One Month
240 Hours in Bank	Two Months
360 Hours in Bank	Three Months
480 Hours in Bank	Four Months

* no rule on how many months in a fiscal year used

CENTRAL STATES PENSION FUND

EMPLOYEE TRUSTEES
CHARLES A WHOBREY
GEORGE J. WESTLEY
GARY DUNHAM
TREVOR LAWRENCE

EMPLOYER TRUSTEES
GARY F. CALDWELL
ROBERT WHITAKER
MARK F. ANGERAME

EXECUTIVE DIRECTOR
THOMAS C. NYHAN

August 26, 2021

GEORGE SHERAW
DIRECTOR, LABOR RELATIONS
INDIANA CONSTRUCTORS, INC
ONE N CAPITOL AVE, STE 1000
INDIANAPOLIS, IN 46204

SHAWN STRAIN
TRUSTEE
LOCAL UNION NO. 135
849 S MERIDIAN ST
INDIANAPOLIS, IN 46225

ROBERT WARNOCK
PRESIDENT
LOCAL UNION NO. 364
2405 EDISON ROAD
SOUTH BEND, IN 46615

RE: Pension Fund Contribution Rate Increase
Highway, Heavy and Utility Division of
Indiana Construction Association
Contract Expiration Date: March 31, 2022

Dear George Sheraw, Shawn Strain and Robert Warnock:

The collective bargaining agreement for the above referenced account will expire on March 31, 2022. In accordance with the Pension Protection Act of 2006, the corresponding Central States Fund's Rehabilitation Plan and the Multiemployer Pension Reform Act of 2014 ("MPRA"), all renewal agreements are to include the required pension rate increases. MPRA provides for the Pension Fund to implement these rates after the collective bargaining agreement has expired. Pension rate increases for your renewal agreement will be effective on April 1, 2022 and will be reflected on your upcoming billings.

The following are the minimum rates for the next five years which are necessary for your agreement:

Current	April 1, 2022	April 1, 2023	April 1, 2024	April 1, 2025	April 1, 2026
$157.60	$163.90 (4%)	$170.50 (4%)	$177.30 (4%)	$184.40 (4%)	$191.80 (4%)

Please note that although we have listed five years of rates, any agreement term for less than the historical contract duration, but not less than three years, is subject to review and approval by the trustees.

As you may be aware, on March 11, 2021, President Biden signed the **American Rescue Plan Act** into law. The federal Pension Benefit Guaranty Corporation issued an interim final rule and request for comment for implementing this new law on July 9, 2021, including the process necessary for Central States and other funds to receive the authorized financial relief. However, it should be noted, that subject to federal guidance, the Rehabilitation Plan contribution schedules (4% annual increases unless capped) will remain in effect under the law.

Please submit all renewal agreements to the address below, attention: Contracts Department, by fax to 847-518-9768 or by e-mail to contracts@centralstates.org. If there are any questions, you may contact the Contracts Department at extension 3247.

Sincerely,

Karl A. Lewis

Karl A. Lewis
Division Manager
Contracts

COLLECTIVE BARGAINING AGREEMENT
FOR
ROAD, BRIDGES AND AIRPORTS

BETWEEN

OPERATIVE PLASTERERS
AND CEMENT MASONS

LOCAL #692
Areas #165, #406, & #438

and

ROAD, BRIDGES, AND AIRPORT
CONTRACTORS

June 1, 2018

through

May 31, 2023

Area 165 - Tim Hudson	219-713-4905	thudson@plcmlocal692.org
Area 406 - Matt Rhoades	219-771-0766	opcmia4256@yahoo.com
Area 438 - Tom Graham	219-363-5089	opcmia438@aol.com

8.7 Apprenticeship.

(a) The Employers agree to make the contribution rate for the Apprenticeship Funds shall be the amount set forth in Section 8.1 above, for each hour worked by an Employee.

(b) It is agreed that there shall be established a Joint Apprenticeship Training Committee comprised of an equal number of Employee and Employer representatives. This Committee shall be run in compliance with all applicable laws, and the Apprenticeship Training Program shall be administered in accordance with the provisions of the National Labor Relations Act, as amended, and also in accordance with the provision of the trust agreement, which established the Apprenticeship Training Fund.

(c) Apprentice Ratio. For every two (2) Journeyman, there may be one apprentice utilized when available. The Joint Apprenticeship & Training Committee shall recruit and indenture a sufficient number of apprentices to meet the demands upon the program.

(d) Apprenticeship Wages

Local 692
Cement Masons

1st Period:	0 to 800 Hrs - 60% of Journeyman Rate
2nd Period:	801 to 1600 Hrs - 70% of Journeyman Rate
3rd Period:	1601 to 2400 Hrs - 75% of Journeyman Rate
4th Period:	2401 to 3200 Hrs - 80% of Journeyman Rate
5th Period:	3201 to 4000 Hrs - 85% of Journeyman Rate
6th Period:	4001 to 5600 Hrs - 95% of Journeyman Rate

8.8 Contributions to BCRC.

(a) Various Employers under this Agreement and the Union are members of Building and Construction Resource Center, Inc. ("BCRC"), a non-profit corporation that was formed to provide services in the construction industry, including, but not limited to, education and referral services concerning alcohol, drug, and other substance abuse, which purposes are more fully defined in the Articles of Incorporation and By-Laws of said BCRC.

(b) Each Employer under this Agreement shall pay to BCRC in accordance with Section 8.9(a) below for each hour worked by each of its Employees. Said payments shall be made monthly in the manner and at such times as are established by the BCRC. Each Employer is obligated to make such contributions, regardless of whether or not such Employer is a member of BCRC.

(c) Payments required to be made to BCRC shall be deemed to be governed by the provisions of this Agreement pertaining to the collection of other payments required to be made by Employer.

8.9 Employee Benefit Rates. The Employee benefit rates set forth in Section 8.1(a) above for each hour worked for Health & Welfare, Pension, Savings, Apprenticeship, Dues Check-Off, BCRC, and CAF shall be combined into one check made payable to the Indiana State Council of Plasterers & Cement Masons H&W and Pension Fund and mailed to P.O. Box 50440,

MILESTONE CONTRACTORS, L.P.

I, Brad McCall, certify that the attached documentation represents the Milestone Contractors L.P. Employee Drug Testing Plan, which meets or exceeds the requirements in any collective bargaining agreements of which Milestone Contractors, L.P. is signatory to.

Brad McCall

Brad McCall, Vice President, Estimating, Construction

July 7, 2022

Date

Milestone Contractors, LP

Alcohol and Drug Free Workplace Policy/Statement

Milestone Contractor's maintains a drug-free workplace in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988. We are committed to promoting and maintaining a drug-free working environment for all our employees and promoting and protecting the safety, health, and well-being of our employees. The use of alcohol and controlled substances not prescribed for the associate or illegal drugs is inconsistent with the behavior expected of our associates.

The unlawful manufacture, distribution, dispensation, possession, sale, or improper use of a controlled substance in the workplace or while engaged in company business is strictly prohibited. **Adherence to the alcohol and drug-free workplace policy is a condition of continued employment.**

- **This policy will be applied in a manner consistent with all applicable federal, state and local law.**
- **This policy covers all non-DOT-covered employees of the named employers (DOT-covered employees are subject to the applicable regulations and procedures) and all new employees post-offer, pre-hire.**
- **Confidentiality:** All records pursuant to the alcohol and drug-free workplace policy will be maintained in a separate confidential file, in accordance with applicable statutory or regulatory requirements.
- **Employees' Duty to Report Convictions:** Any employee who is convicted of violating any criminal drug statute regarding a violation occurring in the workplace must notify Human Resources Department within five (5) days of the conviction.

Substance Abuse Testing
All substance abuse testing administered by Milestone Contractor's, and Champaign Asphalt Company will include drug and/or alcohol screening. All entities also participate in random drug and alcohol screening administered by outside sources, such as CCS (Coalition for Construction Safety), ICI (Indiana Constructors Inc.) and BCRC (Building and Construction Resource Center, Inc.) All positive drug or alcohol screens may result in termination.

Substance Abuse Testing Procedures for Company Benefitted (non-bargained) Employees
Initial Testing (Pre-Employment Post-Offer)
All new employees who are made a conditional offer of employment will be required to successfully complete a drug test prior to commencing employment.

Random Testing
Milestone employees selected for random testing will be contacted and advised when to report to the screening location.

Reasonable Suspicion Testing
Employees may be required to submit to alcohol and/or drug testing whenever their supervisor/manager has a reasonable suspicion that the employee is under the influence of alcohol or drugs based on the employee's behavior or physical symptoms or reactions upon the supervisor's/manager's request. Examples of reasonable suspicion may include but is not limited to: physical symptoms consistent with substance abuse (e.g., staggered gait, slurred speech, smell of

alcohol on breath, inability to focus, etc.); or evidence of illegal substance use, possession, sale or delivery. Refusal to consent will be construed as an independent violation of this policy and the employee may be subject to discipline up to and including immediate dismissal, after an evaluation of the particular facts and circumstances.

Post-Accident / Incident Testing

Any employee involved in an on-the-job incident or accident (i.e., causing the accident (and not being injured) or being injured as a result of the accident) which results in personal injury requiring medical treatment or damage to property (other than minimal) may be required to tested for the presence of drugs or alcohol, unless the employer determines that the testing would not be appropriate under the circumstances. The employer would not require testing where the accident was very unlikely to have been caused by employee drug use (e.g., repetitive strain injury or bee sting). The employer will make the determination for testing at its sole discretion depending on the facts and circumstances of the case. The employee involved should abstain from using alcohol until after the determination is made. Refusal to consent will be construed as an independent violation of this policy and the employee may be subject to discipline up to and including immediate dismissal.

In instances of post-accident/incident or reasonable suspicion testing, the employee will be transported to the testing facility by the employer. At the option of the employer, the employee may be suspended pending the test result. In the event a negative test result is reported, the employee shall be compensated for all lost time at the employee's base rate, or as determined by a collective bargaining agreement, if applicable.

Annual Testing

All employees must be tested at least once per year. If an employee is not tested in one of the above scenarios, they will be scheduled for testing.

Positive Drug Test Results

- Individuals with a positive drug test result will be terminated. Eligibility for re-hire may be considered after a minimum of one year has elapsed.

Positive Alcohol Results

- Employees who have a Blood Alcohol Content (BAC) between.02-.039 will be suspended from work for a minimum of 24 hours.
- Employees who have a Blood Alcohol Content (BAC) measuring .04 or more will be suspended from work for a minimum of 30 days. Additional consequences, up to an including, termination of employment may also result, depending on the nature and severity of the infraction.

Diluted Results

- Employees will be contacted to retest per requirements established by testing authority.
- A second diluted test without medical reasoning will be considered positive.

Refusal To Test

- A refusal to take a drug/alcohol screen will be treated as a positive result, and result in immediate termination.

Drug Group

The drug-testing program will test for the following drugs at these levels:

Initial Test Analyte	Initial Test Cutoff	Confirmatory Test
Marijuana metabolites	50 ng/mL	15 ng/mL
Cocaine metabolite (Benzoylecgonine)	150 ng/mL	100 ng/mL
Codeine/Morphine	2000 ng/mL	2000 ng/mL
Hydrocodone & Hydromorphone	300 ng/mL	100 ng/mL
Oxycodone & Oxymorphone	100 ng/mL	100 ng/mL
6-Acetylmorphine	10 ng/mL	10 ng/mL
Phencyclidine (PCP)	25 ng/mL	25 ng/mL
Amphetamines	500 ng/mL	250 ng/mL
Methamphetamine	500 ng/mL	250 ng/mL
MDMA (Ecstasy)	500 ng/mL	250 ng/mL
Barbiturates	300 ng/mL	200 ng/mL
Benzodiazepines	300 ng/mL	300 ng/mL
Methadone	300 ng/mL	300 ng/mL
Propoxyphene	300 ng/mL	300 ng/mL
Ethanol (Alcohol)	.04% w/vol	.04% w/vol

Union Employees (aka Bargained Employees)

Milestone Contractor's will adhere to collective bargaining agreements when administering drug testing. All entities also participate in random drug and alcohol screening administered by outside sources, such as CCS (Coalition for Construction Safety), ICI (Indiana Constructors Inc.) and BCRC (Building and Construction Resource Center, Inc.), as written in their respective bargaining agreements. All positive drug or alcohol screens may result in termination, even on the first offense.

Per the following:

- ICISAT – this testing program is applicable to those employees working in the following areas:
- Indianapolis, Lafayette, Richmond, Columbus, Bloomington and Terre Haute areas. Contact Human Resources for further information regarding ICISAT testing.
- BCRC – this testing program is applicable to those employees working in the Griffith and South Bend Indiana areas. Contact Human Resources for further information regarding BCRC testing.

Applicable To Both Union And Non-Union Employees

Requirements For Submitting Results To CCS – Coalition For Construction Safety

- A copy of the chain of custody initiated at the time of collection must be submitted.
- Test results documentation must include panel cutoff levels – both screening and confirmation. (Exception – if documentation clearly indicates that the test was conducted according to DOT guideline).
- Date the specimen was collected and reported. Must be within the last 12 months.
- The MRO (Medical Review Officer) name and signature.
- The employee's first name, middle initial, last name, at least the last 6 digits of the employee's SSN. And their date of birth.
- Test result and date the result was verified by the MRO.
- The name of the SAMHSA certified lab that conducted the testing.

In Conclusion

Milestone Contractor's and will adhere to an Alcohol and Drug-Free Workplace Policy. Any employee who is forthcoming and admits to a Substance abuse problem prior to being identified through any form of substance abuse testing will be offered help; however, any employee who uses an EAP because of a positive drug or alcohol test will be subject to the conditions outlined in the testing portion of this policy and as set forth by the EAP counselor.

All information received by the employer because of drug or alcohol testing, including EAP counseling are to remain confidential, only those with a need to know should have access to those communications.

A refusal to submit to a drug and alcohol screen may result in dismissal and be considered a positive result. In addition, the following situations may also result in disciplinary action up to and including termination of employment:

- Failure to take drug or alcohol test in a timely manner.
- Failure to Appear for testing.
- Failure to accept the EAP recommendations when required to use the EAP due to a positive test or violation of a company rule pertaining to drugs or alcohol.
- Failure to report a work-related injury in a timely manner solely for the purpose of circumventing post-accident testing.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Ohio

CITIZENS INSURANCE COMPANY OF AMERICA

(NAIC #31534)

BUSINESS ADDRESS: 440 LINCOLN STREET, WORCESTER, MA 01653 - 0002

PHONE: (508) 853-7200

UNDERWRITING LIMITATION b/: $63,272,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, GA, HI, IL, IN, IA, KS, ME, MD, MA, MI, MN, MS, MO, MT, NE, NH, NJ, NM, NY, NC, ND, OH, OK, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI

INCORPORATED IN: Michigan

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

(NAIC #34347)

BUSINESS ADDRESS: 1299 ZURICH WAY, SCHAUMBURG, IL 60196 - 1056

PHONE: (847) 605-6000

UNDERWRITING LIMITATION b/: $1,821,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Illinois

COLONIAL SURETY COMPANY

(NAIC #10758)

BUSINESS ADDRESS: 123 Tice Boulevard, Suite 250, Woodcliff Lake, NJ 07677

PHONE: (201) 573-8788

UNDERWRITING LIMITATION b/: $7,421,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY

INCORPORATED IN: Pennsylvania

Continental Casualty Company

(NAIC #20443)

BUSINESS ADDRESS: 151 N. Franklin Street, CHICAGO, IL 60606

PHONE: (312) 822-5000

UNDERWRITING LIMITATION b/: $755,548,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY

INCORPORATED IN: Illinois

CONTINENTAL HERITAGE INSURANCE COMPANY

(NAIC #39551)

BUSINESS ADDRESS: 200 PARK AVENUE, STE 400, ORANGE VILLAGE, OH 44122

PHONE: (440) 995-1420

UNDERWRITING LIMITATION b/: $2,500,000

SURETY LICENSES c,f/: AL, AZ, CA, CO, CT, DC, FL, GA, ID, IL, IN, IA, KY, LA, ME, MD, MA, MI, MN, MS, MO, NE, NV, NH, NJ, NM, NY, NC, ND, OH, PA, SC, SD, TN, TX, UT, VT, VA, WA, WV, WY

INCORPORATED IN: Florida

Continental Insurance Company (The)

(NAIC #35289)

BUSINESS ADDRESS: 151 N. Franklin Street, CHICAGO, IL 60606

PHONE: (312) 822-5000

UNDERWRITING LIMITATION b/: $203,124,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY

INCORPORATED IN: Pennsylvania

CONTRACTORS BONDING AND INSURANCE COMPANY

(NAIC #37206)

BUSINESS ADDRESS: 9025 N. Lindbergh Drive, Peoria, IL 61615

PHONE: (309) 692-1000

UNDERWRITING LIMITATION b/: $10,774,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Illinois

Cooperativa de Seguros Multiples de Puerto Rico

Certificate of Qualification

ISSUED BY

Indiana Department of Transportation

INDIANAPOLIS, IN

April 17, 2026

TO

MILESTONE CONTRACTORS, LP

INDIANAPOLIS, IN

who has filed with the Department a Contractor's Statement of Experience and Financial Condition as required under Indiana Code 8-23-10, is hereby qualified to bid at any Department of Transportation letting in Classes of Work and within the amount and other limitation of each classification as listed below, for such period as the uncompleted work on hand from all sources does not exceed the Aggregate amount. Classification references by name or symbol are in accordance with the definitions in the Contractor's Statement of Experience and Financial Condition. This certificate supersedes any certificate previously issued, but is subject to revision or revocation according to the law, if and when changes in the financial condition of the contracting firm or other facts justify such revision or revocation.

Valid April 17, 2026 Thru April 30, 2027

Aggregate Bidding Capacity:	2,120,164,000.00
0085 CLEAN AND SEAL CRACKS /JOINTS IN PCCP/HMA PVMT	$50,000,000.00
0101 COVERED BRIDGES AND WOOD BRIDGES	$10,000,000.00
0135 EARTH RETENTION SYSTEMS: GENERAL	$2,000,000.00
0288 PAVEMENT SEALING: SLURRY, FOG AND CHIP	$99,999,999.00
A(A) CONCRETE PAVEMENT: GENERAL	$99,999,999.00
B(A) ASPHALT PAVEMENT: W/INDOT CERTIFIED HMA PLANT	$99,999,999.00
C(A) HEAVY GRADING	$99,999,999.00
D(A) HIGHWAY OR RAILROAD BRIDGE OVER WATER	$99,999,999.00
D(B) HIGHWAY OR RAILROAD BRIDGE OVER HIGHWAY	$99,999,999.00
D(C) HWY/RR BRIDGE REQ RR TRACK PROTECTION	$99,999,999.00
E(C) BRIDGE DECK OVERLAY AND MINOR BRIDGE REPAIR	$99,999,999.00
E(D) TRAFFIC CONTROL: SIGN INSTALLATION	$50,000,000.00
E(E) SMALL STRUCTURES AND DRAINAGE ITEMS	$99,999,999.00
E(F) SURFACE MASONRY AND MISCELLANEOUS CONCRETE	$99,999,999.00
E(H) DEEP SEWER AND/OR EXCAVATION	$99,999,999.00
E(R) ASPHALT PAVEMENT MILLING	$25,000,000.00
E(T) DEMOLITION	$50,000,000.00

PREQUALIFICATION ENGINEER

COMMISSIONER

State Form 20508 (R3 / 5-05)

CERTIFICATE OF QUALIFICATION
to provide
CONSTRUCTION SERVICES
for
PUBLIC WORKS PROJECTS
to the
STATE OF INDIANA

This Certification Board, having duly considered application for qualification in terms of apparent experience and financial resources; and under the applicable Indiana Code 4-13.6-4 and adopted rules of this Board, hereby issues a Certificate of Qualification to provide construction services to the State of Indiana for Public Works Projects to:

MILESTONE CONTRACTORS LP

MILESTONE CONTRACTORS, L.P.
5757 DECATUR BLVD, SUITE 250

INDIANAPOLIS, IN 46241

Phone	(317) 788-6885
Fax	(317) 788-1098
Company Official	CHARLES F POTTS, JR, PATRICK WALTERS

for the twenty-seven month period stated herein, unless revoked by this Board for cause, and in the classifications of services stated below. This certificate supercedes any previous certificate.

1611.01 CONCRETE CONSTRUCTION OF ROADS & CURBING - NO RESTRICTIONS
1611.02 ASPHALT CONSTRUCTION OF ROADS AND PARKING LOTS - NO RESTRICTIONS
1622.01 GEN CONTR-BRDGS,VDCTS,ELVD HWYS,RLWY,TNLS - NO RESTRICTIONS
1623.03 SEWERS AND/OR WATER LINES - NO RESTRICTIONS

CERTIFICATION DATE 08-28-2025 EXPIRATION DATE 2027-11-28 12:00:00 AM

THIS CERTIFICATE ISSUED BY THE STATE OF INDIANA, PUBLIC WORKS DIVISION CERTIFICATION BOARD, 402 WEST WASHINGTON STREET, ROOM W467, INDIANAPOLIS, INDIANA 46204, ALSO ACTS AS THE OFFICIAL NOTICE OF EXPIRATION.

Tracy L. Cross

Tracy L. Cross, Executive Secretary
Certification Board

DAPW PQ2 State Form 3983R Rev. 07/06

CERTIFICATION

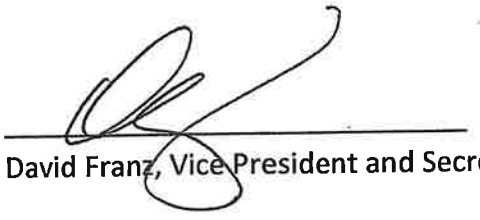
The undersigned, as Vice President and Secretary of Contractors United, Inc., an Indiana corporation, certifies that the following persons hold the office of the Corporation indicated below:

Charles F. Potts, Jr.	Chief Operating Officer, Construction
Jon Neale	Chief Financial Officer, Construction
Mark Thompson	Regional President, Indiana South
Todd A. Fawver	Regional President, Indiana North
Derek Merida	Regional President
Mark Nagle	Executive Vice President
Lynn Shireman	Vice President, Equipment
David L. Franz	Vice President and Secretary
Scott A. Cornelius	Vice President/Area Manager, Indianapolis
Carl F. Tungate	Vice President/Area Manager, Lafayette
Corey M. Baugh	Vice President/Area Manager, Columbus
Robert Rood	Vice President/Area Manager, Bloomington
Joseph R. Thomas	Vice President/Area Manager, Fort Wayne
David M. Kozyra	Vice President/Area Manager, Griffith
Lynn J. Bauer	Vice President/Area Manager, South Bend
Patrick J. Walters	Vice President Finance, Indiana
Amy L. Wright	Vice President, HR and Talent Development, Construction
Brad McCall	Vice President, Estimating, Construction

The undersigned further certifies that, in addition to the above officers, the following are authorized to execute all contracts or similar documents on behalf of the corporation:

Jason Holloway	Director of Estimating - Indianapolis
Kenneth M. Walker	Director of Estimating – Lafayette
Jonathan P. Nolting	Director of Estimating – Columbus
Aaron J. Chandler	Director of Estimating - Bloomington
Scott A. Hester	Director of Estimating – Richmond
Todd Kirk	Director of Alternative Delivery and Special Projects
Dustin P. Hilary	Director of Estimating – Griffith/South Bend
Jason E. Terrell	Estimator II – Richmond
Michael S. Bennet	Senior Estimator – Lafayette
James L. Padgett	Vice President, Production, North
Jason E. Hall	Vice President, Production, South
Douglas S. Pierce	Senior Project Manager

CERTIFIED, this 5th day of January 2026.



David Franz, Vice President and Secretary

State of Indiana
Office of the Secretary of State

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

I, DIEGO MORALES, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

MILESTONE CONTRACTORS, L.P.

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on May 31, 1994, and was in existence or authorized to transact business in the State of Indiana on July 15, 2026.

I further certify this Domestic Limited Partnership has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution, or expiration has been filed or taken place. All fees, taxes, interest, and penalties owed to Indiana by the domestic or foreign entity and collected by the Secretary of State have been paid.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 15, 2026

Diego Morales

DIEGO MORALES
SECRETARY OF STATE

LP94060002 / 20265186085

All certificates should be validated here: https://bsd.sos.in.gov/ValidateCertificate

Expires on August 14, 2026.

Certificate of Qualification

ISSUED BY

Indiana Department of Transportation

INDIANAPOLIS, IN

April 17, 2026

TO

MILESTONE CONTRACTORS, LP

INDIANAPOLIS, IN

who has filed with the Department a Contractor's Statement of Experience and Financial Condition as required under Indiana Code 8-23-10, is hereby qualified to bid at any Department of Transportation letting in Classes of Work and within the amount and other limitation of each classification as listed below, for such period as the uncompleted work on hand from all sources does not exceed the Aggregate amount. Classification references by name or symbol are in accordance with the definitions in the Contractor's Statement of Experience and Financial Condition. This certificate supersedes any certificate previously issued, but is subject to revision or revocation according to the law, if and when changes in the financial condition of the contracting firm or other facts justify such revision or revocation.

Valid April 17, 2026 Thru April 30, 2027

Aggregate Bidding Capacity:	2,120,164,000.00
0085 CLEAN AND SEAL CRACKS /JOINTS IN PCCP/HMA PVMT	$50,000,000.00
0101 COVERED BRIDGES AND WOOD BRIDGES	$10,000,000.00
0135 EARTH RETENTION SYSTEMS: GENERAL	$2,000,000.00
0288 PAVEMENT SEALING: SLURRY, FOG AND CHIP	$99,999,999.00
A(A) CONCRETE PAVEMENT: GENERAL	$99,999,999.00
B(A) ASPHALT PAVEMENT: W/INDOT CERTIFIED HMA PLANT	$99,999,999.00
C(A) HEAVY GRADING	$99,999,999.00
D(A) HIGHWAY OR RAILROAD BRIDGE OVER WATER	$99,999,999.00
D(B) HIGHWAY OR RAILROAD BRIDGE OVER HIGHWAY	$99,999,999.00
D(C) HWY/RR BRIDGE REQ RR TRACK PROTECTION	$99,999,999.00
E(C) BRIDGE DECK OVERLAY AND MINOR BRIDGE REPAIR	$99,999,999.00
E(D) TRAFFIC CONTROL: SIGN INSTALLATION	$50,000,000.00
E(E) SMALL STRUCTURES AND DRAINAGE ITEMS	$99,999,999.00
E(F) SURFACE MASONRY AND MISCELLANEOUS CONCRETE	$99,999,999.00
E(H) DEEP SEWER AND/OR EXCAVATION	$99,999,999.00
E(R) ASPHALT PAVEMENT MILLING	$25,000,000.00
E(T) DEMOLITION	$50,000,000.00

PREQUALIFICATION ENGINEER

COMMISSIONER

State Form 20508 (R3 / 5-05)

CERTIFICATE OF QUALIFICATION
to provide
CONSTRUCTION SERVICES
for
PUBLIC WORKS PROJECTS
to the
STATE OF INDIANA

This Certification Board, having duly considered application for qualification in terms of apparent experience and financial resources; and under the applicable Indiana Code 4-13.6-4 and adopted rules of this Board, hereby issues a Certificate of Qualification to provide construction services to the State of Indiana for Public Works Projects to:

MILESTONE CONTRACTORS LP

MILESTONE CONTRACTORS, L.P.
5757 DECATUR BLVD, SUITE 250

INDIANAPOLIS, IN 46241

Phone	(317) 788-6885
Fax	(317) 788-1098
Company Official	CHARLES F POTTS, JR, PATRICK WALTERS

for the twenty-seven month period stated herein, unless revoked by this Board for cause, and in the classifications of services stated below. This certificate supercedes any previous certificate.

1611.01 CONCRETE CONSTRUCTION OF ROADS & CURBING - NO RESTRICTIONS
1611.02 ASPHALT CONSTRUCTION OF ROADS AND PARKING LOTS - NO RESTRICTIONS
1622.01 GEN CONTR-BRDGS,VDCTS,ELVD HWYS,RLWY,TNLS - NO RESTRICTIONS
1623.03 SEWERS AND/OR WATER LINES - NO RESTRICTIONS

CERTIFICATION DATE 08-28-2025 EXPIRATION DATE 2027-11-28 12:00:00 AM

THIS CERTIFICATE ISSUED BY THE STATE OF INDIANA, PUBLIC WORKS DIVISION CERTIFICATION BOARD, 402 WEST WASHINGTON STREET, ROOM W467, INDIANAPOLIS, INDIANA 46204, ALSO ACTS AS THE OFFICIAL NOTICE OF EXPIRATION.

Tracy L. Cross

Tracy L. Cross, Executive Secretary
Certification Board

DAPW PQ2 State Form 3983R Rev. 07/06

Milestone

EQUAL EMPLOYMENT OPPORTUNITY/ AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of Milestone Contractors to afford equal opportunity for employment to all individuals regardless of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, housing status, or veterans' status. The corporation is committed to this policy by our status as a federally assisted government contractor. We are far more strongly bound to the policy by the fact that adherence to the principles involved is the only acceptable American way of life. Therefore, it is the policy of this corporation to assure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, housing status, or veterans' status. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

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

I have designated Marquisha Williams to direct the establishment of and to monitor the implementation of personnel procedures to guide our affirmative action program. This official is charged with designing and implementing audit and reporting systems that will keep management informed on a regular basis of the status of equal employment opportunity and affirmative action. She can be reached at (765)238-5244.

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

We shall comply with the Civic Rights Act of 1964, as amended, the Federal Highway Act of 1968, the Executive Order #11246 and #11375, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, the Indiana Civil Rights Act and other applicable Federal and State Laws and regulations pertaining to equality of Opportunities and Affirmative Action policies. We have developed an Affirmative Action Program for Veterans and Individuals with Disabilities.

CJ Potts, Chief Operating Officer

Marquisha Williams

Marquisha Williams, HR Area Partner/EEO Officer

January 2025

EOE, including Disability/VETS

EOE, including disability/veterans

Company ID Number: 425947

Approved by:

Employer Milestone Contractors, L.P.	
Name (Please Type or Print) Karen K Lucas	Title
Signature Electronically Signed	Date 06/23/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/23/2011

Company ID Number: 425947

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

INDIANA	1 site(s)

DOCUMENT 00 01 20

BIDDERS CHECKLIST

✓ 1. Three (3) copies of the Bid Package must be submitted, bound and tabbed in a sealed plain envelope or package, with Bidder's Full Legal Name, Project Name and Bid Date placed on the face of the package.

✓ 2. This Bidders Procedure Checklist for Construction Services must be completed, signed and submitted as the first page of the Bid Package. The Bid Package must be bound and submitted to the Town of Munster in the following order:

a. Signed and dated Bidders Checklist (Section 00 01 20).
b. Completed and executed Indiana Form No. 96 (Section 00 44 15) and Bid Form (Section 00 41 00), including all related statements and attachments.
c. Required Bid security in the form of a Bid Bond or Certified Check.

✓ 3. The Indiana Form No. 96 (Section 00 44 15) must be read and completed in its entirety, signed and notarized as appropriate, and include all requested attachments.

✓ 4. All Bids must be submitted before such time as stated in the Advertisement for Bids (Section 00 11 13) for receipt of Bids.

✓ 5. Each Bidder must submit a completed and signed Bid Form (Section 00 41 00).

✓ 6. Each Bidder must submit a signed and notarized E-Verify Affidavit (Section 00 45 38).

✓ 7. Each Bidder must submit a completed List of Proposed Subcontractors and Material Suppliers (Section 00 43 36) and List of Proposed Suppliers (Section 00 43 37).

✓ 8. Bid prices should exclude all Federal, State, and Local taxes from which the Town of Munster is exempted.

✓ 9. Each Bid must be accompanied with a Certified Check or Bid Bond for not less than 10 percent of the total base bid amount.

Victoria Newell
Signature

7/14/26
Date

TJ Newell Concrete Contractors Inc.
Company Name

END OF SECTION

BID OF

J & J Newell Concrete Contractors, Inc
(Contractor)

25350 S State St
(Address)

Crete, IL 60417

FOR

PUBLIC WORKS PROJECTS

OF

2026 Sidewalk Replacement

Town of Munster, Lake County, Indiana

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)*: July 10th, 2026

1. Governmental Unit (Owner): Town of Munster, IN
2. County : Lake County, IN
3. Bidder (Firm): J & J Newell Concrete Contractors, Inc.

   Address: 25350 S State St

   City/State/ZIPcode: Crete, IL 60417
4. Telephone Number: 708-862-1909
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 2026 Sidewalk Replacement Program (Governmental Unit) in accordance with plans and specifications prepared by Satya Tallamraju, PE and dated 6/29/2026 for the sum of Two hundred forty-nine thousand five hundred Seventy-Seven & 15/100 $249,577.15

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: Town of Munster, IN

Bidder (Firm) J & J Newell Concrete Contractors, Inc

Date *(month, day, year):* July 10th, 2026

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
251,000.00	Sidewalk/Curb	6/15/25	Town of Dyer, IN
495,965.50	Sidewalk/Curb	11/20/25	Lake County Highway Dept
105,845.00	Sidewalk/Curb	12/1/25	City of Hammond, IN
305,000.00	Sidewalk	11/20/25	Village of Richton Park, IL

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

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
250,000.00	Sidewalk	12/1/26	City of Hammond
75,000.00	Sidewalk	9/1/26	City of Park Forest
150,000.00	Sidewalk	10/1/26	Village of Tinley Park
100,000.00	Sidewalk	9/1/26	Town of Dyer

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.

D Construction Company- Andy Moore-815-634-2555

K5 Construction Company- Jon Kam- 630-257-5600

Dyer construction Company - 219-865-2961

Gallagher Asphalt - 708-877-7160

Iroquois Paving - 815-432-5211

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.)*

Excavate Material for Sidewalk, Form, grade, pour concrete, finish concrete, strip forms, and

restore all area around all new construction

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.

None

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you 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.

None

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.

1-Gradall, 7 Bobcats, 3 -6 Wheelers, 3- Semi Dumps, 5- 4 Wheelers

3- Flatbed form Trucks, 10 Pickup Trucks, 2 Curb Machines

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 10:30 AM this 14th day of July, 2026

J & J Newell Concrete contractors, Inc
(Name of Organization)

By Victoria A Newell

Victoria A Newell - President
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Illinois)
) ss
COUNTY OF Will)

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

Subscribed and sworn to before me this 14th day of July, 2026.

Susan B Steiner
Notary Public

Official Seal
SUSAN B STEINER
Notary Public, State of Illinois
Commission No. 843945
My Commission Expires September 14, 2028

My Commission Expires: 9-14-28

County of Residence: Cook

1J & J NEWELL CONCRETE CONTR, INC.
Balance Sheet
June 30, 2026

ASSETS

Current Assets			
CASH-MONEY MARKET BMO	$	390,436.29	
7150-NEW PAYROLL ACCT JAN 23		7,135.90	
1544--NEW CHG AS OF 1122		(141,040.12)	
NEWCRETE3 LLC		6,434.33	
SHORT TERM CD		1,550,000.00	
SHORT TERM CD 6 MONTH		200,000.00	
CASH ON HAND		1,420.00	
SECURITY DEPOSITS		2,500.00	
CASH ADVANCES		79,000.00	
EMPLOYEE SAVINGS		483.48	
LOANS TO FROM EMPL AND SH		87,976.09	
DUE FROM J & J MGMT		161,373.15	
DUE FROM NEWELL CABO		61,423.03	
MORTGAGE RECEIVABLE-JJ MGMT		240,585.92	
NEWELL PROPERTIES		85,353.27	
LOANS TO SHAREHOLDERS		125,930.41	
MORTG CURR CABO		53,543.34	
MORTG LONG TERM CABO		344,168.03	
ACCOUNTS RECBL - OTHER		1,254.97	
PREPAID EXPENSES		1,277.10	
PREPAID TAXES		49,224.78	
TD AMERITRADE		16,038.49	
NIKOLA		17,080.00	
CHASE		22,457.98	
AURORA CANNABUS		21,071.91	
STARBUCKS		25,075.77	
NANOLOGIX		44,895.63	
VIRGIN GALACTIC		14,402.00	
SOUTHWEST AIRLINES		24,487.40	
KINROSS GOLD		64,962.03	
ZUORA		16,102.95	
CHEVRON		20,165.42	
Total Current Assets			3,595,219.55
Property and Equipment			
ACCUM DEPR - VEHICLES		(48,384.64)	
Furniture & Fixtures - Crete		78,279.29	
TRAILOR FOR TESTING		10,008.75	
ACCUM DEPR - FURNITURE & FIX		(105,546.42)	
Building & Improvements Crete		1,047,348.10	
ACCUM DEPR BUILDING IMPR CRET		(100,414.33)	
ACCUM DEPR - MACHINERY & EQ		(1,586,494.89)	
ACCUM DEPR- TRUCKS & TRAILOR		(1,266,559.28)	
Land Crete		120,901.00	
Total Property and Equipment			(1,850,862.42)
Other Assets			
VEHICLES - AUTO		395,856.75	
FURNITURE & FIXTURES		38,598.25	
MACHINERY & EQUIPMENT		1,717,696.52	
TRUCKS & TRAILORS		1,512,148.78	
Total Other Assets			3,664,300.30
Total Assets			$ 5,408,657.43

Unaudited - For Management Purposes Only

1J & J NEWELL CONCRETE CONTR, INC.
Balance Sheet
June 30, 2026

LIABILITIES AND CAPITAL

Current Liabilities			
Accounts Payable	$	10,440.11	
UNION DUES PAYABLE		177,438.81	
ACCRUED FEDERAL CORP TAX		16,616.00	
STATE CORP TAXES PAYBLE		9,576.00	
ACCRUED PENSION & P.S.		370,331.88	
Employee court order deduction		567.91	
MORTGAGE BUILDING CRETE		(81,354.86)	
DUE TO OLD SECOND BANK		188,647.29	
Mortgage Crete		501,113.59	
Total Current Liabilities			1,193,376.73
Long-Term Liabilities			
Mortgages Payable		14,527.67	
WELLS FARGO		27,131.00	
DUE TO GM		5,209.29	
Total Long-Term Liabilities			46,867.96
Total Liabilities			1,240,244.69
Capital			
Common Stock		398,177.12	
Retained Earnings		1,983,658.38	
Net Income		1,786,577.24	
Total Capital			4,168,412.74
Total Liabilities & Capital			$ 5,408,657.43

The Bid is to be submitted on photocopies of this Bid Form and the attachments provided.

DOCUMENT 00 41 00

BID FORM

Total Amount of Bid $ 249 577.15

Contractor's Name J+J Newell Concrete Cut INC

Telephone 708 862-1909

PROJECT IDENTIFICATION: 2026 Sidewalk Replacement

BIDS TO BE OPENED: July 17, 2026 at 10 AM at Town of Munster Town Hall

TABLE OF ARTICLES

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder's Acknowledgements	1
Article 3 – Bidder's Representations	2
Article 4 – Bidder's Certification	2
Article 5 – Basis of Bid	3
Article 6 – Time of Completion	3
Article 7 – Attachments To This Bid	3
Article 8 – Defined Terms	3
Article 9 – Bid Submittal	4

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Town of Munster
1005 Ridge Road
Munster, IN 46321

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
1	7/15/2026

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied 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. Bidder has considered 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 any 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. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID

Use 00 41 00 Bid Items form provided.

Unit Prices have been computed in accordance with Paragraph 13.03 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security.

B. List of Proposed Subcontractors.

C. List of Proposed Suppliers.

D. Indiana State Form 96

E. Properly executed and notarized E-Verify Affidavit.

F. Evidence of authority to conduct business as corporation in Indiana

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

A Corporation

Corporation Name: J+J Newell Concrete Contractors Inc (SEAL)

State of Incorporation: Illinois

Type (General Business, Professional, Service, Limited Liability): Concrete Contractor

By: Victoria A Newell
(Signature - attach evidence of authority to sign)

Name (typed or printed): VICTORIA A. Newell

Title: President

(CORPORATE SEAL)

Attest: Victoria A Newell
(Signature of Corporate Secretary)

Date of Qualification to do business in Indiana is 8/28/89.
(State Where Project is Located)

9.02 Contact Information

Bidder's Business Address: 25350 S. State St
Crete, IL 60417

Phone: 708-862-1909 Facsimile: _____ E-mail: VICKI@jjnewellconcrete.com

Submitted on July 17, 2026.

State Contractor License No. _____. (If applicable)

END OF SECTION

WRITTEN CONSENT IN LIEU OF ANNUAL MEETING OF SOLE DIRECTOR

J & J NEWELL CONCRETE CONTRACTORS, INC.

Dated: January 1, 2026

The undersigned, being the sole director (the "Director") of **J & J NEWELL CONCRETE CONTRACTORS, INC.**, an Illinois corporation ("Corporation"), hereby consents to, approves and adopts the following actions by written consent and without a meeting (this "Written Consent"), as if by unanimous vote, pursuant to Section 8.45 of the Illinois Business Corporation Act of 1983, and waives all notice of a meeting, pursuant to Section 7.20 of that Act:

WHEREAS, it is deemed desirable and in the best interests of the Corporation that the following actions be taken pursuant to this Written Consent.

ELECTION OF OFFICERS

NOW, THEREFORE, BE IT RESOLVED, that the following person is hereby elected to the offices of the Corporation set forth opposite her name, to serve for the term provided in the Bylaws:

VICTORIA A. NEWELL	PRESIDENT
VICTORIA A. NEWELL	SECRETARY
VICTORIA A. NEWELL	TREASURER;

RATIFICATION OF ACTIONS

FURTHER RESOLVED, that the Director hereby ratifies and confirms the actions of the officers since the last meeting of the Director; and

ELECTRONIC SIGNATURE

FURTHER RESOLVED, that this Written Consent may be transmitted via facsimile, portable document format ("PDF") or other similar electronic means and executed by the undersigned, and an electronic signature of the undersigned shall be deemed an original signature for all purposes and have the same force and effect as a manually-signed original.

IN WITNESS WHEREOF, the undersigned has acknowledged agreement with the foregoing by executing this Written Consent in Lieu of Meeting of Sole Director as of the date first written above.

VICTORIA A. NEWELL

37221319.1

BASIS OF BID

TOWN OF MUNSTER

2026 SIDEWALK REPLACEMENT

ITEMIZED PRPOSAL

Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	MOBILIZATION AND DEMOBILIZATION	LSUM	1.00	2000.00	2000.00
2	SIDEWALK, CONCRETE, 5 IN, REMOVE & REPLACE	SYS	2,331	102.55	239,044.05
3	SIDEWALK, CONCRETE, 7 IN, REMOVE & REPLACE (AT DRIVES)	SYS	34	115.90	3940.60
4	SIDEWALK, CONCRETE, CURB RAMPS, REMOVE & REPLACE	SYS	16.7	275.00	4592.50
	TOTAL				

249,577.15

Victoria Ruiz

President

DOCUMENT 00 43 36

LIST OF PROPOSED SUBCONTRACTORS AND MATERIAL SUPPLIERS

I Victoria A Newell, Representing J&J Newell Concrete Cont. Inc
(Owner, Agent, etc.) (Firm)

List the following Subcontractors and Material Suppliers to be used:

2026 Sidewalk Replacement
Town of Munster, Indiana

1. SUBCONTRACTORS — NONE —

NAME	ADDRESS	PHONE	WORK TO BE PERFORMED

2. MATERIAL SUPPLIERS

NAME	ADDRESS	PHONE	MATERIAL/EQUIPMENT TO BE SUPPLIED
OZINGA	Gary IN	219 949-9812	Concrete
Wille Bros	Sauk Village IL	708 535-4100	Concrete

Prompt notification will be made to the Department of Public Works should there be any changes, additions or deletions; a "Change Order" Form must be processed.

J&J Newell Concrete Contractors, Inc
(Contractor)

7/15/2026
(Date)

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

DOCUMENT 00 43 37

LIST OF PROPOSED SUPPLIERS

Company Olinga Bros Telephone No. 219-949-9800
Name of Contact _____
Address 400 Blaine St / Gary, IN
Material/Equipment to be Supplied Concrete

Company Wille Bros Telephone No. 708-535-4101
Name of Contact _____
Address 22500 Sauk Pointe Dr Sauk Village, IL
Material/Equipment to be Supplied Concrete

Company _____ Telephone No. _____
Name of Contact _____
Address _____
Material/Equipment to be Supplied _____

Company _____ Telephone No. _____
Name of Contact _____
Address _____
Material/Equipment to be Supplied _____

Company _____ Telephone No. _____
Name of Contact _____
Address _____
Material/Equipment to be Supplied _____

Company _____ Telephone No. _____
Name of Contact _____
Address _____
Material/Equipment to be Supplied _____

THIS PAGE INTENTIONALLY LEFT BLANK

DOCUMENT 00 45 38

E-VERIFY AFFIDAVIT

As required by Indiana Code 22-5-1.7-11 for certain contracts executed after June 20, 2011, the Contractor entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. Contractor shall affirm, prior to entering into its contract with the Owner, that the Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program, and submit a properly notarized E-Verify Affidavit to the Owner, which shall affirm the Contractor does not knowingly employ an unauthorized alien. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

(Contractor): J&J Newell Concrete Contractors, Inc

By (Written Signature): Victoria A Newell

(Printed Name): Victoria A. Newell

(Title): President

Important - Notary Signature and Seal Required in the Space Below

STATE OF Illinois)
) SS:
COUNTY OF Will)

Subscribed and sworn to before me this 14th day of July, 2026

(Signed) Susan B. Steiner

(Printed) Susan B. Steiner

Resident of Cook County

My commission expires: 9-14-28

Official Seal
SUSAN B STEINER
Notary Public, State of Illinois
Commission No. 843945
My Commission Expires September 14, 2028

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

DOCUMENT 00 51 00

NOTICE OF AWARD

[Certified Mail – Return Receipt Requested] Dated 7/15/26

TO: JTJ Newell Concrete Contractors

ADDRESS: 25350 S. State St; Crete, IL 60417

Contract: 2026 Sidewalk Replacement

You are notified that your Bid Proposal dated for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the Total Base Bid.

The Contract Price of your Contract is _____.

4 copies of each of the proposed Contract Documents accompany this Notice of Award. Specifications will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten (10) days of the date you receive this Notice of Award.

1. Deliver to the Owner 3 fully executed counterparts of the Contract Documents. [Each of the Contract Documents must bear your signature].

2. Deliver with the executed Contract Documents as specified in the Instructions to Bidders and General Conditions (paragraph 5.01).

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid Proposal in default, to annul this Notice of Award.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Dated this _____ day of _____, _____.

BY: Town of Munster
(Owner)

SIGNED: _____

TITLE: _____

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

DOCUMENT 00 52 00

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the Town of Munster (Owner) and _____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Paving Improvements

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: concrete sidewalk and ADA ramp replacement.

ARTICLE 3 – ENGINEER

3.01 The Owner may retain an Engineer to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

The Work will be substantially completed by October 30, 2026 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by November 27, 2026.

4.03 *Liquidated Damages*

Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed and milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
	See Attached Bid Form				
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$

The extended prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Subject to the provisions of the Supplementary Conditions, Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications of Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

a. 90 percent of Work completed (with the balance being retainage).

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

Contractor has carefully studied 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.

Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract 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 Contractor; and (3) Contractor's safety precautions and programs.

Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

The Contract Documents consist of the following:

1. Addenda (numbers 00 00 1__ to 00 00 1__, inclusive).
2. This Agreement (pages 00 52 00-1 to 00 52 00-6, inclusive).
3. Performance Bond (Document 00 61 13).
4. Payment Bond (Document 00 61 14).
5. General Conditions (pages 00 72 00-1 to 00 72 00-65, inclusive).
6. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-7, inclusive).

7. Specifications as listed in the table of contents of the Project Manual.

8. Project Plan Sheets

9. Exhibits to this Agreement (enumerated as follows).

   a. Contractor's Bid (Document 00 41 00).

   b. Documentation submitted by Contractor prior to Notice of Award (pages ___ to ___, inclusive).

   c. Certificate of Insurance.

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

   a. Notice to Proceed.

   b. Field Order(s).

   c. Work Change Directive(s).

   d. Change Order(s).

The documents listed in Paragraph 8.01 are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8.

The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Contract).

OWNER:

Town of Munster

By: Joe Hofferth

Title: Town Council President

[CORPORATE SEAL]

Attest: Wendy Mis

Title: Clerk-Treasurer

Address for Giving Notices:

1005 Ridge Road

Munster, IN 46321

219-836-6900

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement).

Designated Representative:

Name: Patricia Abbott

Title: Controller, Town of Munster

Address: 508 Fisher Street

Munster, IN 46321

Phone: 219-836-6946

Facsimile: 219-836-8379

CONTRACTOR:

_____

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for Giving Notices:

_____

_____

_____

License No. _____
(Where Applicable)

Agent for service of process: _____

_____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: _____

Title: _____

Address _____

_____

Phone: _____

Facsimile: _____

END OF SECTION

DOCUMENT 00 55 00

NOTICE TO PROCEED

Dated_____

TO: _____
(CONTRACTOR)

ADDRESS: _____

_____

PROJECT: **2026 Sidewalk Replacement**

OWNER'S CONTRACT NO._____

A. You are notified that the Contract Times under the above contract will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the dates of Substantial Completion and completion and readiness for final payment are October 30, 2026 and November 27, 2026.

B. Before you may start any Work at the site, paragraph 2.01B. of the General Conditions provides that you and Owner, if provided for, must each deliver to the other (with copies to Engineer and other identified additional insured) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

C. Also before you may start any Work at the site, you must:

1. Comply with all requirements as stated in the Contract Documents.

TOWN OF MUNSTER, INDIANA
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

_____

(Use Certified Mail, Return Receipt Requested)

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

Liberty Mutual. SURETY

Bid Bond

CONTRACTOR:
(Name, legal status and address)
J & J Newell Concrete Contractors, Inc.

25350 S State St
Crete, IL 60417

OWNER:
(Name, legal status and address)
Town of Munster

1005 Ridge Road
Munster, IN 46321

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:
Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

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: 10% of Bid Amount Ten Percent of Bid Amount

PROJECT:
(Name, location or address, and Project number, if any)
2026 Sidewalk Replacement Program

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

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

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

Signed and sealed this 8th day of July, 2026.

Susan B Steiner
(Witness)

Brea Schultz
(Witness) Brea Schultz

J & J Newell Concrete Contractors, Inc.
(Contractor as Principal) *(Seal)*
Victoria A Newell, President
(Title)

The Ohio Casualty Insurance Company
(Surety)
Kerry Daly
(Title) Kerry Daly - Attorney-in-Fact

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

BID-0037192

Init.
/

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in AIA Document A310–2010 Edition Bid Bond.

LMS-20862e 02/21

Liberty Mutual. SURETY

POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Principal: J & J Newell Concrete Contractors, Inc.
Agency Name: HICKS INSURANCE GROUP Bond Number: BID-0037192
Obligee: Town of Munster
Bid Bond Amount: (10% of Bid Amount) Ten Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Kerry Daly in the city and state of MOKENA, IL, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 8th day of July, 2026.

The Ohio Casualty Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 8th day of July, 2026, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 8th day of July, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

eBonding_POA

DOCUMENT 00 00 11

ADDENDUM NO. 1

July 15, 2026

2026 Sidewalk Replacement.

SEH No. 183529

From: Short Elliott Hendrickson Inc.
931 Ridge Road Suite E
Munster, IN 46321

To: Document Holders

DOCUMENT HOLDERS on the above-named project are hereby notified that this document shall be appended to, take precedence over, and become part of the original bidding documents dated June 2026 for this work. Bids submitted for the construction of this work shall conform to this document.

This addendum consists of two (2) pages plus an attachment.

Changes to Bidding Requirements:

1. Revise Section 00 98 00 Special Provisions.
    a. Revise Section 98 604 SIDEWALKS AND CURB RAMPS as follows:
        i. Remove and replace the last paragraph in the section with the following paragraph.

        Sidewalks at drives shall be 7-inches thick and reinforced with 6"x6" 10-gage welded wire reinforcing, or fiber reinforced concrete as approved by the Owner/Engineer and shall be considered incidental to the cost of sidewalk.

    b. Remove Section 98 610 APPROACHES in its entirety.
2. Revise Section 01 11 00 Summary of Work. Remove and replace with the attached.

Bidder Questions:

1. Of the locations provided, which of these have sidewalk through the driveways? I.e. Which locations include the 7 inch sidewalk remove and replace item?

    ANSWER: Section 01 11 00 Summary of Work has been revised to indicate addresses with 5 inch and 7 inch sidewalk sections. The locations have been marked with paint by Town personnel. Contractor shall verify locations, and if any questions arise, they should be forwarded to the Town.

2. Are the ADA curb ramps only located on Manor Ave.?

    ANSWER: Yes.

3. Are Sunnyside Ave, Manor Ave, and Manor Ave to be the full length of the blocks removed and replaced?

    ANSWER: The locations have been marked with paint by Town personnel. Contractor shall verify locations, and if any questions arise, they should be forwarded to the Town.

4. Is INDOT #53 slag allowable to be used for the compacted aggregate base?

    ANSWER: No.

5. The driveway sidewalk is labeled as 7 inches in the bid item, and 6 inches in the specs. Should this driveway sidewalk be 7 inches thick or 6 inches?

ANSWER: Driveway sidewalk is 7 inches. The specification section has been revised.

6. What is the thickness of the aggregate base to be placed under the sidewalk, ramps, and drives?

   ANSWER: 6 inches.

7. If roots under the walk are encountered, does the Town want to remove these or does the town want the contractor to remove these?

   ANSWER: Contractor is responsible for removal of all materials, including roots, hindering the placement of concrete and base course.

8. Is the aggregate placement beneath walks to be incidental and dependent on the conditions seen once the sidewalks have been removed?

   ANSWER: Aggregate placement is incidental and shall consist of 6 inches of new material.

Note: Receipt of this Addendum No. 1 dated July 15, 2026 shall be acknowledged on Page 00 41 00-2 of the submitted Bid Form. Failure to do so may subject Bidder to disqualification.

END OF ADDENDUM

SECTION 01 11 00

SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Work Included in Contract Documents
   2. Contract Information
   3. Work Under Other Contracts
   4. Contractor Use of Premises
   5. Occupancy Requirements
   6. Work Restrictions

1.02 WORK INCLUDED IN CONTRACT DOCUMENTS

A. The work consists of sidewalk and curb ramp removal and replacement. The project consists of two funding programs and project areas as follows:
   1. CDBG Project Area
      a. Work under this section is contained within the region depicted in Exhibit A.
      b. Specific locations are included in the following table. The locations have been marked with paint by Town personnel. Contractor shall verify locations, and if any questions arise, they should be forwarded to the Town.

Street Name/Location	Address	5" Sidewalk	7" Sidewalk
Beverly Place	216	✓	
Beverly Place	222	✓	
Beverly Place	238	✓	
Beverly Place	306	✓	
Beverly Place	312	✓	
Beverly Place	314	✓	
Beverly Place	320	✓	
Beverly Place	319	✓	
Beverly Place	305	✓	✓
Beverly Place	237	✓	
Beverly Place	232	✓	
Beverly Place	215	✓	
Beacon Place	222	✓	
Beacon Place	232	✓	
Beacon Place	240	✓	
Beacon Place	324	✓	
Beacon Place	325	✓	
Beacon Place	239	✓	
Beacon Place	215	✓	
Beacon Place	205	✓	
Sunnyside Avenue (Both Sides)		✓	
Manor Avenue (Beacon to Beverly)		✓	
Manor Avenue (Beverly to Sunnyside)		✓	
ADA Pads on Manor Avenue (6)			✓

2. Town/Resident Funded Project Area
   a. Work under this section is at locations throughout the Town of Munster.
   b. Specific locations are included in the following table. The locations have been marked with paint by Town personnel. Contractor shall verify locations, and if any questions arise, they should be forwarded to the Town.

Street Name/Location	Address	5" Sidewalk	7" Sidewalk
Beech Avenue	7939	✓	
Tulip Lane	1110	✓	
Treadway Road	1020	✓	
Glastonbury Street	133	✓	
Briar Lane	253	✓	
Boxwood Drive	1126	✓	
Chestnut Lane	9608	✓	
New Devon Street	9948	✓	
Wren Drive	1909	✓	
Sycamore Lane	232	✓	
Cypress Avenue	9615	✓	✓
Holly Lane	1121	✓	✓
Treadway Rd	1026	✓	
Somerset Drive	1444	✓	
Wildflower Lane	9934	✓	
Redbud Road	9749	✓	
Chestnut Lane	9206	✓	
Rosewood Lane	1914	✓	
Lambert Lane	1824	✓	
Larch Drive	9413	✓	
Chestnut Lane	9601	✓	
Glastonbury Lane	201	✓	
Hohman Avenue	8453	✓	
Chestnut Lane	9601	✓	
Westminster Ln	1109	✓	
Glastonbury St.	340	✓	
Kraay Avenue	8125	✓	
Somerset Dr	10038	✓	
South End of Margo Lane	7939	✓	

1.03 CONTRACT INFORMATION

A. Type of Contract: Owner will award a Single Prime Contract.

B. Scope of Contract:
   1. This Contractor is solely responsible for the Work.
   2. The Contract will include:
      a. Contract Forms:
         1) Agreement
         2) Performance Bond
         3) Payment Bond
         4) Certificates
      b. Conditions of the Contract:
         1) General Conditions
         2) Supplementary Conditions
      c. Specifications:
         1) Division 1 - General Requirements
         2) Applicable Technical Sections
      d. Addenda
      e. Contract Modifications

1.04 WORK UNDER OTHER CONTRACTS

A. No other work is anticipated.

1.05 CONTRACTOR USE OF PREMISES

A. Confine operations at Site to areas permitted under contract or as directed by Owner.

B. Conform to site rules and regulations affecting Work while engaged in Project construction.

C. Existing Structures:
   1. Keep existing sidewalks, driveways, and adjacent streets clear and available to public in accordance with Owner's or local authority's requirements.
   2. Repair damages caused to existing public and private property and structures due to operations of Contractor to the satisfaction of, and at no additional cost to Owner.

D. Construction personnel may park only in areas designated by the Owner.

E. Damaged Property:
   1. Patch and/or clean existing improvements and restore damage of property on, or adjacent to Site occasioned by this Work, including, but not limited to, lawns, walks, curbs, pavements, roadways, structures, and utilities which are cut or damaged by operations and are not designated for removal, relocation, or replacement in the course of construction.
   2. Public Property or Utilities: Comply with laws, ordinances, rules, regulations, standards, orders of utility owner or any public authority having jurisdiction.
   3. Provide written acceptance of restoration work by authority or Owner.

F. Product Requirements:
   1. Confine stockpiling of materials or equipment to areas indicated.

1.06 OCCUPANCY REQUIREMENTS

A. General Requirements:
   1. Cooperate with Owner to minimize conflict with the Owner and the public.
   2. Schedule the Work to accommodate this requirement.
   3. Coordinate activities which could cause interruption.
   4. Provide not less than 72 hours' notice to Owner of work activities.

1.07 WORK RESTRICTIONS

A. On-Site Work Hours:
   1. Normal business working hours of 7:00 a.m. to 5:00 p.m. Monday through Friday without prior approval by Owner.
   2. Weekend Hours: Upon approval by Owner.
   3. Legal Holidays: No work.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

J & J NEWELL CONCRETE CONTRACTORS, INC.
25350 S. State Street
Crete, Illinois 60417
708-862-1909
vicki@jjnewellconcrete.com

July 10, 2026

Answers to Ordinance No. 1990 Certification

To: Town of Munster

A. Copy of State of Indiana Certificate of Good Standing attached. -
B. There are No Former Business names.
C. There have been No violations or determinations for any reason by any Court or Government Agency , OSHA , or any related federal Davis-Bacon. No laws have been broken.
D. Staffing Capabilities Letter Attached
E. Evidence of participation in Apprenticeship and training programs attached.
F. Drug testing plan for all CDL drivers complies with Federal Requirements. All union employees are subject to the drug testing policies of their various unions. Company drug policy attached
G. Please refer to Staffing Capabilities letter for Project Manager
H. Not Applicable
I. Listing of Approved Surety companies attached- We use The Ohio Casualty
J. There are no and have been NO Federal, State or Local tax liens or tax delinquencies owed to any Federal, State or Local taxing body in the past 5 years.
K. There will be no independent contractors on this job; All individuals who will perform work on the project on behalf of J & J Newell will be properly classified as employees to their respective unions.
L. 2026- City of Hammond - $250,000.00; Town of Dyer,- $100,000.00 Cedar Lake, IN - $93,000
2025 - City of Hammond - $105,000- Town of Dyer, -$251,000- Lake County Highway Dept- $495,965
2024 - City of Hammond- $125,000- Town of Dyer - $200,000- Town of Munster- $119,120
M. We are prequalified with IDOT and INDOT
N. No subcontractors or independent contractors will be used for this job.

Victoria A Newell
President

State of Indiana
Office of the Secretary of State

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

I, DIEGO MORALES, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

J & J NEWELL CONCRETE CONTRACTORS, INC.

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on August 28, 1989, and was in existence or authorized to transact business in the State of Indiana on July 13, 2026.

I further certify this Foreign For-Profit Corporation has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution, or expiration has been filed or taken place. All fees, taxes, interest, and penalties owed to Indiana by the domestic or foreign entity and collected by the Secretary of State have been paid.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 13, 2026

Diego Morales

DIEGO MORALES
SECRETARY OF STATE

1989090112 / 20265181651

All certificates should be validated here: https://bsd.sos.in.gov/ValidateCertificate

Expires on August 12, 2026.

J & J Newell Concrete Contractors, Inc.

STAFFING CAPABILITES LETTER

PROJECT MANAGER

Eddie Antonietti has been with J & J Newell in the position of Project Manager for 8 years. He has managed sidewalk projects as well as MFT – IDOT and INDOT work. The single largest project he has managed was over 2 million dollars. In the course of a year he manages 6-8 million in public works projects. He is IDOT and ACI Certified-Level 2 Concrete Tester

LABOR SOURCES

All labor on this project will be employees of J & J Newell Concrete. All of our employees belong to the following unions of which we are signatory.

Midwest Operators Local 150

Indiana Laborers Union

Indiana Cement Masons- Local 692

Chicago Laborers Union

Teamsters Union

Cement Masons – Local 502

Illinois Teamsters Joint Council No. 25 and Employers Apprenticeship & Training Fund

990 NE Frontage Road, Suite 4, Joliet, IL 60431
Office: (815) 773-0700 Fax: (815) 773-1122
Info@illinoisteamsterstraining.org

July 15, 2026

J & J Newell Concrete Contractors, Inc., is a signatory contractor in good standing and is current in its contributions to the Illinois Teamsters Joint Council No.25 and Employers Apprenticeship and Training Fund and therefore participates in the Illinois Teamsters Apprenticeship Fund.

The Illinois Teamsters Apprenticeship Fund is an approved registered United States Department of Labor Apprenticeship Program for the Code (1032) Construction Truck Driver/ Traffic Control Worker. The Illinois Teamsters Joint Council No. 25 Training Fund is an approved training facility for the Federal Motor Carrier Safety Administration (FMCSA) and the United States Department of Veterans Affairs (VA).

At the Illinois Teamsters Joint Council No. 25 and Employers Apprenticeship Training Fund Program we have graduated over 77 apprentices who have obtained their Illinois CDL Class "A" license. We annually have 10 CDL "A" drivers available for dispatch upon request.

We are pleased to announce that we have an incoming class of 26 Apprentices for our 2026 class starting June 1, 2026. Our past 5 years numbers of graduations from our USDOL Occupational Traffic Control Worker (1032) not including our 10 Construction Driver CDL holders are the following:

2019/2020 = 60
2021/2022 = 100
2022/2023 = 152
2023/2024 = 55
2024/2025 = 137
2025/2026 = 35

Fraternally Yours,

Michael T. Borjas
Executive Director

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

IL TEAMSTERS/EMPLOYERS APPRENTICESHIP/TRAINING FUN

Joliet, IL

For the occupation of Construction Truck Driver/Traffic Safety Worker

Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

June 28, 2005

Date

IL015050004

Registration No.



Administrator, Office of Apprenticeship

Chicago & Vicinity Laborers' District Council
Health & Welfare Fund • Retiree Health & Welfare Fund • Pension Fund
11465 W. Cermak Road, Westchester, IL 60154-5768 | www.chicagolaborersfunds.com
Toll Free: (866) 906-0200 • **Telephone:** (708) 562-0200

LiUNA!
Feel the Power

July 15, 2026

J & J NEWELL
25350 S STATE ST
CRETE IL 60417-4004

Finance Fax:
(708) 562-7295

Email:
Finance@chilpwf.com

BOARD OF TRUSTEES

Administrator
CATHERINE WENSKUS

Secretary
DAVID H. LORIG

PENSION FUND

Appointed by Labor
James P. Connolly
James Connolly Jr.
Joseph V. Healy
Michael J. Lazzaretto
Adolfo Zamora
Dexter R. Ziemann

For Employers.
Scott M. DeYoung
Clifton M. Horn
Robert G. Krug
David H. Lorig
Dennis P. Martin
Nicholas N. Neri

WELFARE FUND & RETIREE WELFARE FUND

Appointed by Labor
James P. Connolly
Martin T. Flanagan
Joseph V. Healy
Richard Kuczkowski
Frank P. Taffora
Loyd D. Vaughn

For Employers
Kevin A. Camosy
William Gallagher
Samuel F. Henderson
Clifton M. Horn
David H. Lorig
Dennis P. Martin

Re: J & J Newell

To Whom It May Concern:

This letter is to inform you that J & J Newell is signatory to a collective bargaining agreement with the Construction and General Laborers' District Council of Chicago which incorporates and adopts the Laborers' Funds' Trust Agreements. Both the bargaining agreement and Trust Agreements provide benefits for covered employees. J & J Newell has submitted reports and monies on a timely basis in accordance with the rules in effect through June 2026 to the Laborers' Welfare & Pension Funds.

Please be advised that this letter does not address any issues pending with the Construction and General Laborers' District Council of Chicago and Vicinity including, but not limited to, the submission of current dues reports, the pendency of any wage grievance or any outstanding liquidated damages or shortages owed to the Dues Fund. If you have any questions regarding the Company's reporting status with the District Council, please contact Mrs. Kate Hughes at 630-655-8289.

If you need any additional information or have questions, please feel free to contact this office.

Sincerely,
Laborers' Pension & Welfare Funds

Gina Harkness

Gina Harkness,
Director of Financial Operations

GH:ag

Employer Participants: Chicagoland Associated General Contractors, Great Lakes Contractors Association, Illinois Road and Transportation Builders Association, Mason Contractors Association of Greater Chicago, Underground Contractors Association, Chicago Area Drywall Supply Association, Chicago Area Independent Construction Association, Chicago Area Hall Contractors Organization, Chicago Area Scaffolding Association, Contractors Association of Will and Grundy Counties, Concrete Contractors Association of Great Chicago, Chicago Demolition Contractors' Association, Illinois Environmental Contractors Association, Illinois Small Pavers Association, i.e. all those who employ Laborers Engaged in the Building and Construction Industry.

INDIANA STATE COUNCIL OF PLASTERERS AND

CEMENT MASONS BENEFIT FUNDS

P.O. Box 47489, Indianapolis, IN 46247
Ph: (219) 255-9692 Fax (219) 255-9693
Email: support@plcmfunds.org

July 15, 2026

Nicole Spencer
J & J Newell Concrete Contractors
25350 S State Street
Crete, IL 60417

Re: Fringe Benefits Reporting

Dear Nicole,

This letter will confirm that J & J Newell Concrete Contractors is current with their fringe benefits to the Indiana State Council of Plasterers and Cement Masons Health and Welfare and Pension Funds through the work month of June 2026.

If you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely,

Lisa Ann Wilde
Office Manager



INDIANA LABORERS FRINGE BENEFIT FUNDS
P.O. BOX 1587 TERRE HAUTE, INDIANA 47808-1587
Phone (812) 238-2551
Fax (812) 238-1563 www.IndianaLaborers.org

July 15, 2026

NEWELL J&J CONCRETE CONTR
25350 S STATE ST
CRETE, IL 60417-4004

Re: Status of Fringe Benefits with Indiana Laborers

Dear Employer:

I am providing this letter to you for the purpose of confirming to your clients or any interested parties that J&J Newell Concrete is current with the Indiana Laborers Welfare, Pension, Defined Contribution Trust and Training Funds in payment of fringe benefit contributions through June 2026. July 2026 contributions are not due until August 10, 2026.

Please contact me at 812-238-2551 ext. 143 for confirmation.

Sincerely,

Robert A. Heller
Collections Manager

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 150, 150A, 150B, 150C, 150D, 150E, 150G, 150M, 150O, 150 R.A.
AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER

(708) 482-8800 - FAX (708) 482-7186
6200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3992

July 15, 2026

J & J Newell Concrete Contractor's, Inc.
25350 S. State Street
Crete, IL 60417

Re: Proof of Compliance with 30 ILCS 500/30-22(6)
Our File No. MI-00321

Dear Sir or Madam:

At the request of J & J Newell Concrete Contractor's, Inc., I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos.IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, J & J Newell Concrete Contractor's, Inc., is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements. Moreover, the applicable apprenticeship and training program has graduated substantially more than five apprentices in each of the last five years.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO
District 1 dispatch office

Colleen Lox

Enclosures: Certificates

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Operating Engineers Local 150 Apprenticeship Fund
Wilmington, Illinois
For the Trade – Operating Engineer

Registered as part of the National Apprenticeship System in accordance with the basic standards of apprenticeship established by the Secretary of Labor

December 31, 1978
Date *Revised June 23, 2011*

Registration No. *IL008780173*

Hilda L. Solis
Secretary of Labor

Administrator, Office of Apprenticeship

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Operating Engineers Local 150 Apprenticeship Fund
Wilmington, Illinois
For the Trade – Operating Engineer (Heavy Equipment Technician)

Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

May 5, 2002
Date *Revised June 21, 2011*

Registration No. *IL012020003*

Hilda L. Solis
Secretary of Labor

Administrator, Office of Apprenticeship

J & J NEWELL CONCRETE CONTRACTORS, INC
DRUG POLICY FOR ALL EMPLOYEES

PURPOSE

To promote a healthy and safe work environment for employees and the public, we will conduct drug and/or alcohol testing in a manner consistent with employees' privacy rights.

SCOPE

This policy applies to all non-DOT employees as well as prospective employees

POLICY STATEMENT

The use of illegal drugs by employees, on or off duty will not be tolerated
No employee shall unlawfully:
Manufacture, distribute, dispense, possess or use a controlled substance, or be under the influence of a controlled substance while in the course and scope of employment.
No employee shall use or be under the influence of alcohol while in the course and scope of employment.
No employee shall report for duty or remain on duty or operate a company vehicle while having any measurable amount of alcohol in his/her system or while having any measurable trace of a controlled substance in his/her system for which the employee does not have a prescription legally valid in Illinois or Indiana.
As a condition of employment, we will have the employee pass a drug and alcohol test. We will also conduct drug and alcohol testing upon reasonable suspicion that any employee is under the influence of alcohol or impaired by a controlled substance while in the course of employment. The testing of a union employee will depend on the relative terms of the collective bargaining agreement between J & J Newell and the various unions represented by the work force
Employees will use Controlled Substance Managers, Inc offices in Highland, Indiana.

List of Certified Companies

August 1, 2025

ACE American Insurance Company

(NAIC #22667)

BUSINESS ADDRESS: 436 Walnut Street P.O. Box 1000, Philadelphia, PA 19106

PHONE: (215) 640-1000

UNDERWRITING LIMITATION b/: $519,109,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY

INCORPORATED IN: Pennsylvania

ACE Property and Casualty Insurance Company

(NAIC #20699)

BUSINESS ADDRESS: 436 WALNUT STREET, P.O. Box 1000, Philadelphia, PA 19106

PHONE: (215) 640-1000

UNDERWRITING LIMITATION b/: $386,265,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Pennsylvania

ACSTAR INSURANCE COMPANY

(NAIC #22950)

BUSINESS ADDRESS: 30 SOUTH ROAD, FARMINGTON, CT 06032

PHONE: (860) 415-8400

UNDERWRITING LIMITATION b/: $1,933,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Illinois

ACUITY, A Mutual Insurance Company

(NAIC #14184)

NEW YORK MARINE AND GENERAL INSURANCE COMPANY

(NAIC #16608)

BUSINESS ADDRESS: 412 Mt. Kemble Ave, Suite 300C, Morristown, NJ 07960

PHONE: (800) 774-2755

UNDERWRITING LIMITATION b/: $59,663,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: New York

NGM Insurance Company

(NAIC #14788)

BUSINESS ADDRESS: 4601 Touchton Road East, Suite 3400, Jacksonville, FL 32246

PHONE: (904) 380-7282

UNDERWRITING LIMITATION b/: $59,880,000

SURETY LICENSES c,f/: AL, AZ, AR, CO, CT, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Florida

NOVA Casualty Company

(NAIC #42552)

BUSINESS ADDRESS: 440 LINCOLN STREET, WORCESTER, MA 01653 - 0002

PHONE: (508) 853-7200

UNDERWRITING LIMITATION b/: $10,165,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WI, WY

INCORPORATED IN: New York

Ohio Casualty Insurance Company (The)

(NAIC #24074)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116

PHONE: (617) 357-9500

UNDERWRITING LIMITATION b/: $283,381,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: New Hampshire

Ohio Farmers Insurance Company

(NAIC #24104)

BUSINESS ADDRESS: P.O. BOX 5001, WESTFIELD CENTER, OH 44251 - 5001

PHONE: (330) 887-0101

UNDERWRITING LIMITATION b/: $281,956,000

SURETY LICENSES c,f/: AL, AZ, AR, CO, DE, DC, FL, GA, IL, IN, IA, KY, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NJ, NM, NY, NC, ND, OH, OK, PA, RI, SC, SD, TN, TX, UT, VA, WA, WV, WI, WY

INCORPORATED IN: Ohio

Ohio Indemnity Company

(NAIC #26565)

BUSINESS ADDRESS: 250 E. Broad St., 7th Floor, Columbus, OH 43215 - 0000

PHONE: (614) 228-2800

UNDERWRITING LIMITATION b/: $7,951,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Ohio

Oklahoma Surety Company

(NAIC #23426)

BUSINESS ADDRESS: P.O. Box 1409, Tulsa, OK 74101

PHONE: (918) 587-7221

UNDERWRITING LIMITATION b/: $1,759,000

SURETY LICENSES c,f/: AR, KS, OH, OK, TX

INCORPORATED IN: Ohio

OLD DOMINION INSURANCE COMPANY

(NAIC #40231)

BUSINESS ADDRESS: 55 WEST STREET, KEENE, NH 03431

PHONE: (904) 380-7282

Illinois Department of Transportation

Certificate of Eligibility

Contractor No 4386

J & J Newell Concrete Contractors, Inc.
25350 State Street CRETE, IL 60417

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED $57,479,000.00

001	EARTHWORK	$1,475,000
012	DRAINAGE	$300,000
017	CONCRETE CONSTRUCTION	$8,425,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/21/2026 TO 4/30/2027 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION.
ISSUED AT SPRINGFIELD, ILLINOIS ON 5/21/2026.

Engineer of Construction

IL 494-0645

Rieth-Riley Construction Co., Inc.

BID OPENING DATE: July 17, 2026 **SET NO.:** 3

COPY

Bid Proposal Packet for:

Town of Munster

2026 Sidewalk Replacement

June 2026

DOCUMENT 00 01 20

BIDDERS CHECKLIST

✓ 1. Three (3) copies of the Bid Package must be submitted, bound and tabbed in a sealed plain envelope or package, with Bidder's Full Legal Name, Project Name and Bid Date placed on the face of the package.

✓ 2. This Bidders Procedure Checklist for Construction Services must be completed, signed and submitted as the first page of the Bid Package. The Bid Package must be bound and submitted to the Town of Munster in the following order:

a. Signed and dated Bidders Checklist (Section 00 01 20).
b. Completed and executed Indiana Form No. 96 (Section 00 44 15) and Bid Form (Section 00 41 00), including all related statements and attachments.
c. Required Bid security in the form of a Bid Bond or Certified Check.

✓ 3. The Indiana Form No. 96 (Section 00 44 15) must be read and completed in its entirety, signed and notarized as appropriate, and include all requested attachments.

✓ 4. All Bids must be submitted before such time as stated in the Advertisement for Bids (Section 00 11 13) for receipt of Bids.

✓ 5. Each Bidder must submit a completed and signed Bid Form (Section 00 41 00).

✓ 6. Each Bidder must submit a signed and notarized E-Verify Affidavit (Section 00 45 38).

✓ 7. Each Bidder must submit a completed List of Proposed Subcontractors and Material Suppliers (Section 00 43 36) and List of Proposed Suppliers (Section 00 43 37).

✓ 8. Bid prices should exclude all Federal, State, and Local taxes from which the Town of Munster is exempted.

✓ 9. Each Bid must be accompanied with a Certified Check or Bid Bond for not less than 10 percent of the total base bid amount.

Christopher W. Fouts Signature Sales Manager — July 17, 2026 Date

Rieth-Riley Construction Co., Inc.
Company Name

END OF SECTION

The Bid is to be submitted on photocopies of this Bid Form and the attachments provided.

DOCUMENT 00 41 00

BID FORM

Total Amount of Bid $ 667,865.80

Contractor's Name Rieth-Riley Construction Co., Inc.

Telephone 219-977-0722

PROJECT IDENTIFICATION: 2026 Sidewalk Replacement

BIDS TO BE OPENED: July 17, 2026 at 10 AM at Town of Munster Town Hall

TABLE OF ARTICLES

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder's Acknowledgements	1
Article 3 – Bidder's Representations	2
Article 4 – Bidder's Certification	2
Article 5 – Basis of Bid	3
Article 6 – Time of Completion	3
Article 7 – Attachments To This Bid	3
Article 8 – Defined Terms	3
Article 9 – Bid Submittal	4

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: **Town of Munster**
1005 Ridge Road
Munster, IN 46321

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
#1	7/15/2026

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied 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. Bidder has considered 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 any 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. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID

Use 00 41 00 Bid Items form provided.

Unit Prices have been computed in accordance with Paragraph 13.03 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security.

B. List of Proposed Subcontractors.

C. List of Proposed Suppliers.

D. Indiana State Form 96

E. Properly executed and notarized E-Verify Affidavit.

F. Evidence of authority to conduct business as corporation in Indiana

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): N/A

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: N/A (SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

A Joint Venture

Name of Joint Venturer: N/A

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

A Corporation

Corporation Name: Rieth-Riley Construction Co., Inc. (SEAL)

State of Incorporation: Indiana

Type (General Business, Professional, Service, Limited Liability): General Business

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): Christopher W. Fouts

Title: Sales Manager

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in Indiana is 08 / 08 /1952.
(State Where Project is Located)

9.02 Contact Information

Bidder's Business Address: 7500 W. 5th Avenue, Gary, IN 46406

Phone: 219-977-0722 Facsimile: 219-944-2472 E-mail: cwfouts@rieth-riley.com

Submitted on July 17, 2026.

State Contractor License No. 0001824384-008. (If applicable)

END OF SECTION

BASIS OF BID

TOWN OF MUNSTER

2026 SIDEWALK REPLACEMENT

ITEMIZED PRPOSAL

Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	MOBILIZATION AND DEMOBILIZATION	LSUM	1.00	$39,952.00	$39,952.00
2	SIDEWALK, CONCRETE, 5 IN, REMOVE & REPLACE	SYS	2,331	$250.00	$582,750.00
3	SIDEWALK, CONCRETE, 7 IN, REMOVE & REPLACE (AT DRIVES)	SYS	34	$624.00	$21,216.00
4	SIDEWALK, CONCRETE, CURB RAMPS, REMOVE & REPLACE	SYS	16.7	$1,434.00	$23,947.80
	TOTAL				$667,865.80

DOCUMENT 00 43 36

LIST OF PROPOSED SUBCONTRACTORS AND MATERIAL SUPPLIERS

I Christopher W. Fouts, Representing Rieth-Riley Construction Co., Inc.
(Owner, Agent, etc.) (Firm)

List the following Subcontractors and Material Suppliers to be used:

2026 Sidewalk Replacement
Town of Munster, Indiana

1. SUBCONTRACTORS

NAME	ADDRESS	PHONE	WORK TO BE PERFORMED
Modern Edge LLC	653 Steele Dr. Valparaiso, IN	866-504-3343	Hydraulic Mulch Seeding

2. MATERIAL SUPPLIERS

NAME	ADDRESS	PHONE	MATERIAL/EQUIPMENT TO BE SUPPLIED
Smith Ready Mix	251 Lincolnway Valparaiso, IN	219-462-3191	Concrete
Heidelberg Materials	322 S Williams St. Thornton IL	708-877-6540	Aggregate

Prompt notification will be made to the Department of Public Works should there be any changes, additions or deletions; a "Change Order" Form must be processed.

Rieth-Riley Construction Co., Inc.
(Contractor) Christopher W. Fouts, Sales Manager

July 17, 2026
(Date)

END OF SECTION

DOCUMENT 00 43 37

LIST OF PROPOSED SUPPLIERS

Company Smith Ready Mix Telephone No. 219-462-3191
Name of Contact Scott Massom
Address 251 Lincolnway Valparaiso, IN
Material/Equipment to be Supplied Concrete

Company Heidelberg Materials Telephone No. 708-877-6540
Name of Contact Kate Venhuizen
Address 322 S Williams St. Thornton IL
Material/Equipment to be Supplied Aggregate

Company _____ Telephone No. _____
Name of Contact _____
Address _____
Material/Equipment to be Supplied _____

Company _____ Telephone No. _____
Name of Contact _____
Address _____
Material/Equipment to be Supplied _____

Company _____ Telephone No. _____
Name of Contact _____
Address _____
Material/Equipment to be Supplied _____

Company _____ Telephone No. _____
Name of Contact _____
Address _____
Material/Equipment to be Supplied _____

DOCUMENT 00 44 15

CONTRACTORS BID FOR PUBLIC WORK

Form No. 96 (Revised 2009)

BID OF

Rieth-Riley Construction Co., Inc.
(Contractor)

7500 W. 5th Avenue
(Address)

Gary, IN 46406

FOR

PUBLIC WORKS PROJECTS

OF

2026 Sidewalk Replacement

Town of Munster, Lake County, Indiana

Filed July 17, 2026

Action Taken

CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

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

Date: July 17, 2026

1. Governmental Unit (Owner): Town of Munster
2. County: Lake County
3. Bidder (Firm): Rieth-Riley Construction Co., Inc.
   Address: 7500 W. 5th Avenue
   City/State: Gary, IN 46406
4. Telephone Number: 219-977-0722
5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of the Town of Munster (Governmental Unit) in accordance with plans and specifications dated June 2026 for the sum of

$ See Attachment

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: Town of Munster

Bidder (Firm): Rieth-Riley Construction Co., Inc.

Date: July 17, 2026

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
3,000,000.00	Earthwork, Underground Utilities, Concrete, Asphalt	2025	CCMG 2024-1, East Chicago
500,000.00	Earthwork, Asphalt, Concrete	2025	Paving & Concrete, City of Gary
2,500,000.00	Earthwork, Asphalt, Concrete	2025	CCMG 2024-2, Lake County
650,000.00	Earthwork, Underground Utilities, Concrete, Asphalt	2025	Grenchik Lane, City of Whiting

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
1,100,000.00	Earthwork, Underground Utilities, Concrete, Asphalt	2026	LCRBDC Bridge #143 Kennedy Ave
2,200,000.00	Earthwork, Asphalt, Concrete	2026	Lake Co Hwy 2026 Annual Paving
715,000.00	Earthwork, Asphalt, Concrete	2026	Chesterton 2026 Annual Paving
360,000.00	Earthwork, Asphalt, Concrete	2026	Kouts 2026 Street Resurfacing

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

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

Berglund Construction	Contact: Jim Dyer	219-926-4246
Tonn & Blank Construction	Contact: Steven Gierke	219-878-6230
NiSource	Contact: Chris Booth	219-406-5409
Cleveland Cliffs	Contact: Jeff Edwards	219-787-2312
Dyer Construction	Contact: Greg Furman	219-865-2961

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

According to project plans and specifications.

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

Traffic Control Specialists, Inc. DBA HighStar	1810 W. Pacific Ave., Knox, IN	Traffic Maintenance/Markings
Rex Construction Co.	700 Schiller Ave, Schererville, IN	Underground Utilities
Hawk Enterprises	1850 E. North St., Crown Point, IN	Electrical Work/Signage
Slusser's Green Thumb	P.O. Box 33, Logansport, IN	Landscaping/Erosion Control
C-Tech Corporation	5300 W. 100 North, Boggstown, IN	Guardrail/Fencing

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

Subcontractor list will be presented upon award.

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

As required.

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.

Contractor's Financial Statement

Submitted by Rieth-Riley Construction Co., Inc.

☒ A Corporation ☐ A Co-partnership ☐ An Individual

with principal office at 3626 Elkhart Road, P.O. Box 477, Goshen, IN 46527-0477

To

Condition at close of business March 31, 2026

		Dollars	Cts.
ASSETS			
1. Cash:	(a) On hand	18,367,619	00
	(b) In bank		00
	(c) Elsewhere		00
2. Notes receivable	(a) Due within 90 days		00
	(b) Due after 90 days		00
	(c) Past due	21,048	00
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment		46,476,267	00
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate	(a) Amount receivable after deducting retainage	19,808,152	00
	(b) Retainage to date; due upon completion of contracts		00
5. Accounts receivable from sources other than construction contracts			00
6. Deposits for bids or other guarantees:	(a) Recoverable within 90 days		00
	(b) Recoverable after 90 days	300,426,262	00
7. Interest accrued on loans, securities, etc.	OTHER CURRENT ASSETS	78,106,465	00
8. Real estate:	(a) Used for business purposes		00
	(b) Not used for business purposes		00
9. Stocks and bonds:	(a) Listed – present market value		00
	(b) Unlisted – present value		00
10. Materials in stock not included in Item 4	(a) For uncompleted contract (present value)	82,743,784	00
	(b) Other materials (present value)	102,923,385	00
11. Equipment, book value			
12. Furniture and fixtures, book value		14,712,738	00
13. Other assets			
	Total assets	690,806,240	00
LIABILITIES			
1. Notes payable:	(a) To banks regular	3,791,670	00
	(b) To banks for certified checks		00
	(c) To others for equipment obligations		00
	(d) To others exclusive of equipment obligations		00
2. Accounts payable:	(a) Not past due	40,455,174	00
	(b) Past due		00
3. Real estate encumbrances		21,095,684	00
4. Other liabilities			00
5. Reserves		4,266,000	00
6. Capital stock paid up:	(a) Common		00
	(b) Common Treasury	106,565,681	30
	(c) Preferred		00
	(d) Preferred Accumulated Other Comprehensive Loss	2,789,779	77
7. Surplus (net worth)		331,742,668	00
	Total liabilities	690,806,240	00
CONTINGENT LIABILITIES			
1. Liability on notes receivable, discounted or sold			00
2. Liability on accounts receivable, pledged, assigned or sold			00
3. Liability as bondsman			00
4. Liability as guarantor on contracts or on accounts of others			00
5. Other contingent liabilities			00
	Total contingent liabilities		

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

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

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

SECTION IV OATH AND AFFIRMATION

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

Dated at Gary, IN this 17th day of July, 2026

Rieth-Riley Construction Co., Inc.
(Name of Organization)

By _____

Christopher W. Fouts, Sales Manager
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
)
COUNTY OF Lake)

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

Subscribed and sworn to before me this 17th day of July, 2026.

_____
Notary Public

My Commission Expires: October 20, 2029

County of Residence: Porter

Zachary Sassman
Notary Public
Seal
State of Indiana
Reg. No. NP0736927
My Commission Expires 10/20/2029

END OF SECTION

DOCUMENT 00 45 38

E-VERIFY AFFIDAVIT

As required by Indiana Code 22-5-1.7-11 for certain contracts executed after June 20, 2011, the Contractor entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. Contractor shall affirm, prior to entering into its contract with the Owner, that the Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program, and submit a properly notarized E-Verify Affidavit to the Owner, which shall affirm the Contractor does not knowingly employ an unauthorized alien. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

(Contractor): Rieth-Riley Construction Co., Inc.

By (Written Signature): _____

(Printed Name): Christopher W. Fouts

(Title): Sales Manager

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana)
) SS:
COUNTY OF Lake)

Zachary Sassman
Notary Public
Seal
State of Indiana
Reg. No. NP0736927
My Commission Expires 10/20/2029

Subscribed and sworn to before me this 17th day of July, 2026

(Signed) _____

(Printed) Zachary Sassman

My commission expires: October 20, 2029

Resident of Porter County

END OF SECTION

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS,

That we, RIETH-RILEY CONSTRUCTION CO., INC., as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Munster, as Obligee, hereinafter called the Obligee, in the sum of Ten Percent Dollars ($ 10%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

2026 Sidewalk Replacement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such, or in the *event* of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of July, 2026

Witness Zachary Sassman, Assistant Secretary

RIETH-RILEY CONSTRUCTION CO., INC.
(Principal) (Seal)

(Name & Title) Christopher W. Fouts, Sales Manager

Witness Tai Babilonia

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Karolynne Ramirez Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint KAROLYNNE RAMIREZ of UNIONDALE, NEW YORK, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **13th** day of **May, 2026.**

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **13th** day of **May, 2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **31st** day of **March, 2031**

NOTARY PUBLIC

_____
Marie E. Sorensen, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17th day of July, 2026 .

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

DOCUMENT 00 00 11

ADDENDUM NO. 1

July 15, 2026

2026 Sidewalk Replacement.

SEH No. 183529

From: Short Elliott Hendrickson Inc.
931 Ridge Road Suite E
Munster, IN 46321

To: Document Holders

DOCUMENT HOLDERS on the above-named project are hereby notified that this document shall be appended to, take precedence over, and become part of the original bidding documents dated June 2026 for this work. Bids submitted for the construction of this work shall conform to this document.

This addendum consists of two (2) pages plus an attachment.

Changes to Bidding Requirements:

1. Revise Section 00 98 00 Special Provisions.
    a. Revise Section 98 604 SIDEWALKS AND CURB RAMPS as follows:
        i. Remove and replace the last paragraph in the section with the following paragraph.

        Sidewalks at drives shall be 7-inches thick and reinforced with 6"x6" 10-gage welded wire reinforcing, or fiber reinforced concrete as approved by the Owner/Engineer and shall be considered incidental to the cost of sidewalk.

    b. Remove Section 98 610 APPROACHES in its entirety.
2. Revise Section 01 11 00 Summary of Work. Remove and replace with the attached.

Bidder Questions:

1. Of the locations provided, which of these have sidewalk through the driveways? I.e. Which locations include the 7 inch sidewalk remove and replace item?

    ANSWER: Section 01 11 00 Summary of Work has been revised to indicate addresses with 5 inch and 7 inch sidewalk sections. The locations have been marked with paint by Town personnel. Contractor shall verify locations, and if any questions arise, they should be forwarded to the Town.

2. Are the ADA curb ramps only located on Manor Ave.?

    ANSWER: Yes.

3. Are Sunnyside Ave, Manor Ave, and Manor Ave to be the full length of the blocks removed and replaced?

    ANSWER: The locations have been marked with paint by Town personnel. Contractor shall verify locations, and if any questions arise, they should be forwarded to the Town.

4. Is INDOT #53 slag allowable to be used for the compacted aggregate base?

    ANSWER: No.

5. The driveway sidewalk is labeled as 7 inches in the bid item, and 6 inches in the specs. Should this driveway sidewalk be 7 inches thick or 6 inches?

ANSWER: Driveway sidewalk is 7 inches. The specification section has been revised.

6. What is the thickness of the aggregate base to be placed under the sidewalk, ramps, and drives?

   ANSWER: 6 inches.

7. If roots under the walk are encountered, does the Town want to remove these or does the town want the contractor to remove these?

   ANSWER: Contractor is responsible for removal of all materials, including roots, hindering the placement of concrete and base course.

8. Is the aggregate placement beneath walks to be incidental and dependent on the conditions seen once the sidewalks have been removed?

   ANSWER: Aggregate placement is incidental and shall consist of 6 inches of new material.

Note: Receipt of this Addendum No. 1 dated July 15, 2026 shall be acknowledged on Page 00 41 00-2 of the submitted Bid Form. Failure to do so may subject Bidder to disqualification.

END OF ADDENDUM

RIETH-RILEY CONSTRUCTION CO., INC.

100% Quality • 100% Employee Owned • Over 100 Years

CERTIFICATE OF AUTHORITY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned President of Rieth-Riley Construction Co., Inc., a corporation duly organized and existing under the laws of the State of Indiana, hereby represents and confirms that **Christopher W. Fouts, Sales Manager,** has full power and authority to make, execute, seal, if required by law, and deliver for and on its behalf, and as its act and deed any and all bids, proposals or contracts, said bids, proposals or contracts not to exceed **$1,000,000.00** which bids, proposals or contracts call for work, services, or materials to be furnished by Rieth-Riley Construction Co., Inc., whether such bids, proposals or contracts are being submitted to an individual or entity, public or private, and to bind Rieth-Riley Construction Co., Inc. thereby as fully and to the same extent as if such bids, proposals or contracts were signed by an Executive Officer of Rieth-Riley Construction Co., Inc., and sealed, if required by law, and attested by one of such officers, and hereby ratifies and confirms all that the above named designee may do in pursuance hereof.

The authority granted to the above named designee is pursuant to Section 6.03 of the Amended and Restated Code of By-Laws of Rieth-Riley Construction Co., Inc., as amended, effective April 26, 2019 (the "Restated By-Laws"), and which Restated By-Laws, as amended, and the authority granted to the above named designee continue in full force and effect.

This Certificate of Authority is issued, signed and sealed, if required by law, by facsimile under and by authority of the following standing resolutions adopted by the Board of Directors of Rieth-Riley Construction Co., Inc., at a meeting held on the 16th day of February, 1996, at which a quorum was present, and which resolutions have not been amended or repealed and continue in full force and effect:

> *"Resolved that for purposes of clarification and in furtherance of the intent of Section 6.03 of the By-Laws of the Company the authority granted in Section 6.03 shall extend to the making, execution, sealing, if required by law, and delivery on behalf of the Company of all documents required as part of any bid, proposal or contract, which is for work, services or materials to be furnished by Company and which is being submitted to an individual or entity, public or private."*
>
> *"Resolved that in carrying out the provisions of Section 6.03 of the By-Laws of the Company the signatures of such directors and officers and, if required by law, the seal of the Company may be affixed to any such Certificate of Authority or any certificate relating thereto by facsimile, and any such Certificate of Authority or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Certificate of Authority so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company, with respect to any bid, proposal or contract to which it is attached."*

IN WITNESS WHEREOF, Rieth-Riley Construction Co., Inc., has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this **4th day of February, 2025.**

RIETH-RILEY CONSTRUCTION CO., INC.

SEAL

A. Keith Rose, President

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

On this **4th day of February, 2025,** before me personally came A. Keith Rose, to me known, who, being by me sworn, did depose and say: that he is President of Rieth-Riley Construction Co., Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he executed the said instrument on behalf of the corporation by authority of his office pursuant to corporation's Restated By-Laws and standing resolutions.

My Commission Expires: May 16, 2027

NOTARY PUBLIC SEAL INDIANA

Traci L. Funderburk, Notary Public
Residing in Elkhart County, Indiana

I, Robert L. Konopinski, do hereby certify that I am the duly appointed and acting Secretary of Rieth-Riley Construction Co., Inc., a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana; that the foregoing Certificate of Authority has neither been amended or rescinded and remains in full force and effect; and furthermore, that the Restated By-Laws and standing resolutions of the corporation, as referred to and set forth in this Certificate of Authority, continue in full force and effect.

Signed and Sealed at the Corporate Office of Rieth-Riley Construction Co., Inc., in the City of Goshen, State of Indiana. Dated this 17th day of July, 2026.

SEAL

Robert L. Konopinski, Secretary

Certificate of Qualification

ISSUED BY

Indiana Department of Transportation

INDIANAPOLIS, IN

January 13, 2026

TO

RIETH-RILEY CONSTRUCTION CO., INC.

GOSHEN, IN

who has filed with the Department a Contractor's Statement of Experience and Financial Condition as required under Indiana Code 8-23-10, is hereby qualified to bid at any Department of Transportation letting in Classes of Work and within the amount and other limitation of each classification as listed below, for such period as the uncompleted work on hand from all sources does not exceed the Aggregate amount. Classification references by name or symbol are in accordance with the definitions in the Contractor's Statement of Experience and Financial Condition. This certificate supersedes any certificate previously issued, but is subject to revision or revocation according to the law, if and when changes in the financial condition of the contracting firm or other facts justify such revision or revocation.

Valid January 05, 2026 Thru July 31, 2026

Aggregate Bidding Capacity:	2,073,845,000.00
0085 CLEAN AND SEAL CRACKS /JOINTS IN PCCP/HMA PVMT	$10,000,000.00
0135 EARTH RETENTION SYSTEMS: GENERAL	$10,000,000.00
0155 TEMPORARY EROSION AND SEDIMENT CONTROL	$10,000,000.00
0250 DRIVEN PILING	$10,000,000.00
0333 SOUND BARRIER WALL INSTALLATION	$10,000,000.00
0400 WATER AND WASTEWATER TREATMENT SYSTEMS	$20,000,000.00
A(A) CONCRETE PAVEMENT: GENERAL	$99,999,999.00
B(A) ASPHALT PAVEMENT: W/INDOT CERTIFIED HMA PLANT	$99,999,999.00
C(A) HEAVY GRADING	$99,999,999.00
D(A) HIGHWAY OR RAILROAD BRIDGE OVER WATER	$99,999,999.00
D(B) HIGHWAY OR RAILROAD BRIDGE OVER HIGHWAY	$99,999,999.00
D(C) HWY/RR BRIDGE REQ RR TRACK PROTECTION	$99,999,999.00
E(C) BRIDGE DECK OVERLAY AND MINOR BRIDGE REPAIR	$10,000,000.00
E(E) SMALL STRUCTURES AND DRAINAGE ITEMS	$10,000,000.00
E(F) SURFACE MASONRY AND MISCELLANEOUS CONCRETE	$99,999,999.00
E(H) DEEP SEWER AND/OR EXCAVATION	$99,999,999.00
E(R) ASPHALT PAVEMENT MILLING	$99,999,999.00
E(T) DEMOLITION	$99,999,999.00

PREQUALIFICATION ENGINEER

COMMISSIONER

State Form 20508 (R3 / 5-05)

EQUAL EMPLOYMENT OPPORTUNITY
AND
AFFIRMATIVE ACTION PLAN

1. Policy

a. As established in Rieth-Riley Construction Co., Inc.'s ("Rieth-Riley") Non-Discrimination Policy ("Policy"), the employment policies and practices of Rieth-Riley are to assure that applicants are employed, and that employees are treated during employment, without regard to their veteran status, race, religion, sex, sexual orientation, gender identity, color, national origin, age, disability or genetic information. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training. Further, Rieth-Riley will make reasonable efforts to accommodate the religious observations and practices of employees, unless to do so would cause Rieth-Riley an undue hardship.

b. This Equal Employment Opportunity and Affirmative Action Plan ("Plan") has been developed to insure proper implementation of the Policy and to make it clear to employment applicants and employees that equal employment opportunities are available on the basis of individual merit.

2. Corporate and Area EEO Officers

a. Rieth-Riley's President shall appoint each year the Corporate EEO Officer who will have the responsibility to implement this Plan throughout the corporation, to advise and assist management, to render periodic reports, and to monitor the Area EEO Officers and the Area Offices to insure compliance with this Plan. The Corporate EEO Officer can be reached at P.O. Box 477, Goshen, IN 46527, (574) 875-5183.

b. The President shall also appoint annually an Area EEO Officer for each area office within Rieth-Riley. Each Area EEO Officer shall work with the Corporate EEO Officer and the Area Manager to insure implementation of this Plan within the area.

3. Dissemination of Rieth-Riley's Non-Discrimination Policy

Rieth-Riley will take appropriate steps, both internal and external, to insure that all employment applicants and employees are advised of its Policy and of its interest in actively and affirmatively providing equal employment opportunities. These steps shall include but are not limited to the following:

a. Required federal and state notices and posters setting forth Rieth-Riley's equal employment opportunity policy will be placed on area office and project bulletin boards which are readily accessible to employment applicants and employees.

b. All printed materials by which Rieth-Riley deals with the general public will reflect that Rieth-Riley is an equal employment opportunity employer.

c. Rieth-Riley's standard subcontract forms shall require its subcontractor's to comply with all federal, state and local statutes, regulations and ordinances dealing with equal employment opportunity and affirmative action.

d. At the annual spring meetings the content of our Policy and this Plan will be discussed with all management personnel, including superintendents and foremen, and field employees.

e. Copies of the Policy and Rieth-Riley's Selected Work Rules booklet shall be provided to every new employee and to every existing employee in January of each year.

f. Stating in all employment solicitations that Rieth-Riley is an "Equal Opportunity Employer."

g. In the spring of each year, by contacting, in writing, employment agencies (private and governmental), unions, schools and minority community organizations to advise as to Rieth-Riley's employment opportunities. We compile and update our mailing lists by using lists such as: MDOT's *On The Job Training Manual*, which includes the *Employment Resource Directory* which is found in MDOT's On-The-Job Training Manual; the recruitment list contained in INDOT's Contractor Compliance Assistance Guide.

h. Encouraging our women and minority employees to assist us in identifying qualified minority and female applicants.

i. Three times each construction season the subject of Rieth-Riley's "Weekly Tool Box Talk" is EEO. A Tool Box Talk is a weekly safety meeting that is conducted by Rieth-Riley's foremen/superintendents at each project site.

4. Implementation of EEO and Affirmation Action Plan

At a minimum, the Corporate EEO Officer will make biannual visits to each area office to insure that this Plan is being properly implemented.

a. As a road builder, our construction season starts slowly in March, builds up from May through September and starts to wind down from October through November. As such, the initial visit to the areas will be made in January and February to confirm that good faith efforts are being implemented in order to maximize the chances of meeting employment goals in light of anticipated work volume.

b. The Corporate EEO Officer will return in May and June to review with area personnel their compliance with the good faith efforts that were discussed with them in January and February. If goals were not achieved, then we will work with area personnel to see if there is anything else we can do to try and meet our minority/female goals before the end of the construction season.

c. College Recruiting

i. Identify schools that offer 2 year or 4 year degrees or certificates that are construction related. Contact these institutions to make sure that Rieth-Riley is on their mailing lists for any job fair. Identify minority/female student groups and provide advance notice of campus visit.

d. DOT Sponsored On-the-Job Training Programs

i. Rieth-Riley participates in the INDOT and the MDOT OJT programs. At the beginning of each construction season Rieth-Riley is informed by INDOT and MDOT how many minority or female apprentices it must hire. INDOT and MDOT prefer each trainee work at least 1000 hours per construction season and that the majority of their work be on INDOT/MDOT jobs. Trainees are reviewed three times per construction season by INDOT. MDOT contacts the trainee once per construction season for an interview. MDOT requires training reports be sent to the MDOT representative monthly. INDOT, with respect to OJT participants, requires weekly training reports, and a monthly report as to what job the OJT participants have or are working on.

ii. Since Rieth-Riley is a union contractor, we utilize union sponsored apprenticeship programs to provide training for the OJT participants.

e. Union Hiring

i. Area superintendents/foremen are trained to be aware of whether or not the Area has met its minority/female hiring goals. If an Area has not met

its goals and additional workers are needed, the relevant unions are contacted and asked to provide qualified, minority/female journeymen or apprentices. The Corporate EEO Officer reviews these forms, and, when warranted, will contact the union to discuss the reasons why it was unable to provide qualified minority/female applicants.

ii. In Indiana, if the union cannot provide qualified, minority/female applicants, contact the Indiana Plan to see if it has any trainees currently in its pre-apprentice training program. If qualified candidates are available, they will be sent to the union for purposes of joining the union and entering the union's apprenticeship program.

iii. If the union is unable to provide qualified minority/female journeymen or apprentices, then Rieth-Riley reviews its "off-the-street" employment applications to see if a qualified candidate is available. If qualified candidates are available, they will be sent to the union for purposes of joining the union and entering the union's apprenticeship program.

f. The internal, periodic Rieth-Riley reports that are provided to the Corporate and Area EEO officers to reflect whether their areas are reaching its goals and properly implementing the 16 Steps. In those situations where the goals have not been met, the Corporate EEO Officer will meet with the Area EEO officer and the Area Manager to see if there is anything we failed to do or anything else we can do to meet our goals.

5. Training

The Area EEO Officer and the people who will be assisting him/her implement this Plan, especially our project managers, superintendents and foremen, will be trained and re-trained (at annual spring meetings) with respect to:

a. The 16 affirmative action standards ("16 Steps") and the documentation that must be retained for audit purposes.

b. The purpose and difference between: FHWA's annual EEO-1 Report (due September of each year); the annual report due to the DOT each July (Indiana - 1391; Michigan – 1199).

c. Training sessions/meetings are held in every Area throughout Michigan and Indiana yearly with Area EEO Officers, Area Managers, superintendents and foremen discussing our good faith efforts for recruiting our labor force.

6. Annual EEO Audits

The Corporate EEO Officer will each year in August and September conduct an EEO audit of each Area office. The Corporate EEO Officer will then meet with

each Area Manager and Area EEO Officer to review the audit results especially the steps necessary to correct any deficiencies determined as a result of the audit and the Area's compliance with the 16 steps.

7. Annual Minority/Female Performance Evaluation

As the construction season draws to a close and workers are terminated for lack of work, each Area EEO Officer will insure that each minority/female employee is:

a. provided with a written performance evaluation; and,

b. given the opportunity to discuss their evaluation with Rieth-Riley representatives; and,

c. provided input as to what additional union journeyman and apprentice training (required or elective) is available from union sponsored training programs in order to enhance their knowledge, capabilities and versatility.

8. Subcontractors

a. All of Rieth-Riley's subcontract forms have an EEO section that provides in detail the subcontractor's EEO responsibilities.

b. The Corporate EEO Officer will conduct an EEO review of one subcontractor per area per year. The Corporate EEO Officer will discuss with the Subcontractor the audit results and require that the subcontractor provide a written action plan to address all deficiencies identified as a result of the audit.

c. Post subcontractor's EEO policy and the name of its EEO officer on project bulletin boards.

9. DBE Procedures

As a road contractor that generates a substantial portion of its revenues from state DOT federal aid contracts, Rieth-Riley is subject to the Disadvantaged Business Enterprise regulations of the US Department of Transportation.

a. Review our procedures in light of 49 CFR Part 26, especially the good faith efforts found at 49 CFR § 26.53.

b. The Corporate EEO Officer and the Legal Department will educate the Area Managers and Estimators on the DBE requirements and the actions they are expected to take, e.g., where to go to find the current, certified DBE list, to achieve the DBE goals.

c. Our corporate office sends out written notices to each DBE contractor prior to monthly DOT lettings, soliciting their bids on projects. In addition, Area Estimators individually contact DBE contractors soliciting their bids for specific projects. In addition we utilize advertising through Michigan Infrastructure and Transportation Association's (MITA) website soliciting bids from DBE contractors.

10. MBE/WBE Procedures

a. The Corporate EEO Officer and Legal Department will educate the Area Managers and Estimators as to the procedures and forms that are required in order to comply with state and local MBE/WBE program procedures.

RIETH-RILEY CONSTRUCTION CO., INC.

PERSONNEL AND EXPERIENCE SCHEDULE

Name	Title	Yrs. Constr. Experience	In What Capacity
A. Keith Rose	CEO/President	36	Constr. Executive
Brian A. Inniger	Corporate Executive Vice President	26	Accounting/Finance
R. Scott Stine	Regional V.P. - Central Indiana	28	Constr. Executive
Todd S. Colberg	Regional V.P. – Michigan	31	Constr. Executive
Chad W. Loney	Vice Pres. – Operations	26	Constr. Executive
Eric Engleking	Vice Pres. – Northern Indiana	26	Constr. Executive
Robert L. Konopinski	Secretary	14	General Counsel
Michael J. Weber	Treasurer	21	Accounting/Finance

BUSINESS INFORMATION
DIEGO MORALES
INDIANA SECRETARY OF STATE
11/17/2023 03:46 PM

Business Details

Business Name:	**RIETH-RILEY CONSTRUCTION CO., INC.**	Business ID:	**192874A067**
Entity Type:	**Domestic For-Profit Corporation**	Business Status:	**Active**
Creation Date:	**08/08/1952**	Inactive Date:	
Principal Office Address:	**3626 Elkhart Road, P.O. Box 477, Goshen, IN, 46527 - 0477, USA**	Expiration Date:	**Perpetual**
Jurisdiction of Formation:	**Indiana**	Business Entity Report Due Date:	**08/31/2024**
		Years Due:	

Governing Person Information

Title	Name	Address
Vice President	Brian A. Inniger	3626 ELKHART ROAD, P. O. BOX 477, GOSHEN, IN, 46527 - 0477, USA
Director	Ronald G. Pope	3626 ELKHART ROAD, P. O. BOX 477, Goshen, IN, 46527, USA
Secretary	Robert L. Konopinski	3626 ELKHART ROAD, P. O. BOX 477, GOSHEN, IN, 46527 - 0477, USA
Director	A. Keith Rose	3626 ELKHART ROAD, P. O. BOX 477, GOSHEN, IN, 46527 - 0477, USA
CFO	Michael J. Weber	3626 ELKHART ROAD, P. O. BOX 477, Goshen, IN, 46527 - 0477, USA
Vice President	Chad Loney	3626 Elkhart Road, P. O. Box 477, Goshen, IN, 46527, USA
Vice President	Eric Engleking	3626 ELKHART ROAD, P. O. BOX 477, Goshen, IN, 46527, USA
Vice President	Todd Colberg	3626 ELKHART ROAD, P. O. BOX 477, Goshen, IN, 46527, USA
Vice President	Scott R. Stine	3626 ELKHART ROAD, P. O. BOX 477, Goshen, IN, 46527, USA
CEO	A. Keith Rose	3626 ELKHART ROAD, P. O. BOX 477, Goshen, IN, 46527, USA
Director	Brian A. Inniger	3626 ELKHART ROAD, P. O. BOX 477, Goshen, IN, 46527, USA

Registered Agent Information

Type: **Individual**

Name: **ROBERT L. KONOPINSKI**

Address: **3626 ELKHART RD., Goshen, IN, 46527, USA**

CERTIFICATE OF QUALIFICATION
to provide
CONSTRUCTION SERVICES
for
PUBLIC WORKS PROJECTS
to the
STATE OF INDIANA

This Certification Board, having duly considered application for qualification in terms of apparent experience and financial resources; and under the applicable Indiana Code 4-13.6-4 and adopted rules of this Board, hereby issues a Certificate of Qualification to provide construction services to the State of Indiana for Public Works Projects to:

Rieth-Riley Construction Co., Inc.

PO Box 477
3626 Elkhart Road
Goshen, IN 46526

Phone (574) 875-5183
Fax
Company Official Michael J. Weber, CFO/Treasurer

for the twenty-seven month period stated herein, unless revoked by this Board for cause, and in the classifications of services stated below. This certificate supercedes any previous certificate.

1611.01 Concrete Construction of Roads & Curbing - No Restrictions
1611.02 Asphalt Construction of Roads and Parking Lots - No Restrictions
1622.01 Gen Contr-brdgs,vdcts,elvd hwys,rlwy,tnls - No Restrictions
1623.03 Sewers and/or Water Lines - No Restrictions
1771.01 Concrete Construction - No Restrictions
1794.01 Earthmoving and Land Clearing - No Restrictions
1794.02 Excavation - No Restrictions
1795.02 Demolition of Pavements and Roads - No Restrictions

CERTIFICATION DATE 09-11-2024 EXPIRATION DATE 2026-12-11 12:00:00 AM

THIS CERTIFICATE ISSUED BY THE STATE OF INDIANA, PUBLIC WORKS DIVISION CERTIFICATION BOARD, 402 WEST WASHINGTON STREET, ROOM W467, INDIANAPOLIS, INDIANA 46204, ALSO ACTS AS THE OFFICIAL NOTICE OF EXPIRATION.

Laura Chamberlain

Laura Chamberlain, Delegate Secretary
Certification Board

DAPW PQ2 State Form 3983R Rev. 07/06

DRUG AND ALCOHOL TESTING POLICY

0.0 DEFINITIONS In addition to the definitions below, the definitions found in *49 CFR Part 40* and *49 CFR Parts 382 and 383, as amended*, shall apply to this Drug and Alcohol Testing Policy. Contact the Human Resource ("HR") Department if you have any questions pertaining to the regulations.

0.1 The terms "Company," "Rieth-Riley" or "Employer" as used herein refer to Rieth-Riley Construction Co., Inc. and its wholly owned subsidiaries.

0.2 Company Official / Management means officer, department manager, group or area manager, office manager, project manager, supervisor, or foreman.

0.3 CBA means Collective Bargaining Agreement.

0.4 CDL means Commercial Driver's License.

0.5 CMV means Commercial Motor Vehicle.

0.6 DER means Designated Employer Representative.

0.7 DOT means the Department of Transportation

0.8 EAP means Employee Assistance Program.

0.9 EAP Administrator refers to the Human Resource Department (also known as the "HRD").

0.10 ESOP means an employee who is a participant in the Rieth-Riley Construction Co., Inc. Employees' Stock Ownership Plan and Trust.

0.11 Legal Drug means drugs prescribed by a licensed medical practitioner and over-the-counter drugs which have been legally obtained and are being used solely for the purpose and quantity for which they were prescribed or manufactured; however, marijuana and its active chemical ingredient, Tetrahydrocannabinol (THC), are explicitly excepted from any list of legal or acceptable drugs whether medical or recreational and despite any state law to the contrary, and shall be regarded as an illegal and prohibited substance and Schedule I drug by Rieth-Riley. To be clear, the Company does not accommodate or allow for the medical or recreational use of marijuana on or off duty.

0.12 MRO means Medical Review Officer.

0.13 Prohibited Use means the usage of any drug which:

- Is not legally obtainable;
- May be legally obtainable, but has not been legally obtained;
- May have been legally obtained, but is being used in a manner, or for a purpose, other than as prescribed or intended; or
- May be legally obtained and/or legally possessed and used but is prohibited from being in one's system; possessed or used while on the job; or brought onto Company property or a job site under Rieth-Riley's Drug & Alcohol Policy, the DOT's regulations, and/or a union employee's collective bargaining agreement.

0.14 SAP means Substance Abuse Professional.

0.15 Scope of Employment means whenever an employee is engaged in activities that are related to his/her work or that are logically and naturally connected with it. This includes, but is not limited to, activities while on Rieth-Riley's property, while on a construction job site, while driving to and from Rieth-Riley offices, job sites, or other job-related locations, while attending business-related activities or while operating a vehicle or machine leased or owned by Rieth-Riley.

0.16 Screening Test (initial test) means *in alcohol testing:* a procedure to determine if an employee has a prohibited concentration of alcohol in his or her system. *In controlled substance testing:* a screen to eliminate 'negative' urine specimens from further consideration.

0.17 THC an acronym for Tetrahydrocannabinol, the psychoactive chemical ingredient in marijuana.

0.18 Under The Influence means the physical and/or mental impairment resulting from the consumption, ingestion, injection, or any other means of intake, of drugs or alcoholic beverages into the body. For purposes of this policy, a confirmed positive drug or alcohol test establishes use and that an employee is "under the influence."

WHAT DRUG AND ALCOHOL TESTING POLICY APPLIES:

1.0 IF THE EMPLOYEE IS NON-UNION, then Rieth-Riley's Drug and Alcohol Testing Policy applies.

2.0 IF THE EMPLOYEE IS UNION, THEN:

2.1 If there is a drug and alcohol testing policy that is part of the **CBA**, then that policy applies.

2.2 If the union employee has a **CDL** and is authorized to drive a Rieth- Riley CMV, then Rieth-Riley's policy will govern over any CBA drug and alcohol policy that is inconsistent with the Federal Motor Carrier Safety regulations dealing with drug and alcohol testing involving CDLs.

2.3 If neither 2.1 nor 2.2 apply, then Rieth-Riley's policy applies.

3.0 CONSULT THE CBA to determine if the CBA contains specific drug and alcohol testing provisions. With respect to Operating Engineers, unless specifically noted, the provisions apply to all union employees in the geographical area, including plant and shop employees.

4.0 RIETH-RILEY'S POLICY

4.1 Employees are an extremely valuable resource for Rieth-Riley's business, and their employment, and their health and safety are a serious concern of the Company. To this end, Rieth-Riley is committed to provide and maintain a drug free, alcohol free, safe,

and healthy work environment for our employees. Employees who abuse alcohol or drugs are a danger to themselves and their coworkers and create potential liabilities for Rieth-Riley that are unacceptable. Specifically, ***it is the policy of Rieth-Riley*** that the use, sale, purchase, transfer, possession or presence in one's system of any controlled substance including marijuana (with the exception of medically prescribed drugs other than marijuana) or the use or possession of alcohol by any employee while on Company premises or projects, engaged in Company business, while operating Company vehicles and equipment, or performing any work within the employee's scope of employment, ***is strictly prohibited and could, depending on the circumstances, lead to immediate termination.*** Additionally, it is also the policy of Rieth-Riley that the presence of alcohol in an employee's system shall not be in a concentration of any measurable level, excepting however those union employees identified in **Sections 2.2** above and whom are subject to the U.S. Department of Transportation (49 CFR Part 40) and the Federal Motor Carrier Safety Administration (49 CFR Parts 382 and 383), as amended, as well as any other union employees subject hereunder and all of whom shall not have the presence of alcohol in their system in a concentration **0.04** or greater, all while on Company premises or projects, engaged in Company business, while operating Company vehicles and equipment, or performing any work within the employee's scope of employment, and such behavior is ***strictly prohibited and could, depending upon the circumstances, lead to immediate termination. Moreover, those employees who are subject to the U.S. Department of Transportation and the Federal Motor Carrier Safety Administration Rules and Regulations will be removed from safety sensitive duties for a minimum of twenty-four (24) hours if the presence of alcohol in their system is in a concentration between 0.02 and 0.04.***

4.2 This policy sets forth the procedures for the implementation of controlled substance and alcohol testing of applicants who have been given a conditional offer of employment and current employees. The administrator designated to monitor, facilitate, and answer questions pertaining to this policy and these procedures is the **HRD, which can be reached at (574) 875-5183.**

4.3 This policy shall govern with respect to all Rieth-Riley employees, except with respect to union employees, whose CBA contains a drug and alcohol testing policy, ***in which case, the terms of the CBA drug and alcohol testing provision shall apply, to the extent not inconsistent with applicable law and/or regulations, or as otherwise indicated herein.***

4.4 This policy is based, in part, on regulations issued by the **U.S. Department of Transportation** ***(49 CFR Part 40)*** *and the* ***Federal Motor Carrier Safety Administration (49 CFR Parts 382 and 383), as amended*** and the relevant portions of ***Indiana Code 4-13-18, et seq. as amended. A complete copy of this policy, including the applicable CBA provisions that deal with drug and alcohol testing procedures and the foregoing regulations may be reviewed upon request at the Rieth- Riley Area Office.***

4.5 Rieth-Riley requires pre-employment drug testing after a conditional job offer has been extended to an ESOP or non-union job candidate. The Company also requires a drug and alcohol test for any applicant being considered for a position which requires a CDL in order to drive a CMV. ***Any job candidate with a confirmed drug test failure will not be hired.***

4.6 It is possible that ESOP employees could be part of more than one (1) testing pool, e.g., random pool and DOT pool. Each pool is managed separately and thus it is possible to be required to report for a random test more than once in any given month. Additionally, because of the nature of random draws from pools, it is possible to be required to test in consecutive months or frequently over the course of the year.

4.7 It is Rieth-Riley's intent that this policy will at all times be in complete compliance with applicable federal, state, and local statutes, ordinances, regulations and laws.

4.8 Recognizing that there may be employees who have a drug or alcohol problem, Rieth-Riley wants to assist any such employee in overcoming that problem and encourages employees to seek help through its **EAP,** which is administered by the HRD. See **Section 6.0** herein. In addition, the employee will be advised of any insurance that may be provided by Rieth-Riley that covers drug treatment or rehabilitation programs. The Company encourages employees to seek help before a violation of this or other workplace policy or rule occurs.

4.9 Nothing in this policy restricts, limits, or changes the employment at-will relationship between Rieth-Riley and the employee. Neither this policy nor any of its terms create or are intended to create a contract of employment. Rieth-Riley reserves the sole right to change, amend or modify any term or provision of this policy at any time without notice to the employee. This policy supersedes all prior policies and statements relating to alcohol or drugs.

5.0 ALCOHOL AND DRUG TESTING PROCEDURES

5.1 Prohibited Conduct - The following shall be considered "prohibited conduct" for purposes of this policy:

5.1.1 No employee shall report, perform duties within the scope of his/her employment or remain at work while under the influence of alcohol or drugs, nor may such employee possess, use, or distribute alcohol or illegal drugs (including marijuana) while at work.

5.1.2 With respect to *safety-sensitive functions*, no employee shall report for duty or remain on duty requiring the performance of *safety-sensitive functions* while having an alcohol concentration greater than those limits specified and as set forth in **Section 4.1** herein. An employee is considered to be performing a *safety- sensitive function* if he/she is *actually* performing, *ready* to perform or *immediately available* to perform any of the following functions:

- ***A.*** *All time spent at facility waiting to be dispatched;*
- ***B.*** *All time inspecting, servicing, or operating any CMV at any time;*
- ***C.*** *All driving time or time spent at the driving controls of any CMV in operation;*
- ***D.*** *All time spent loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, including completion of any related paperwork; and remaining in readiness to operate the vehicle;*
- ***E.*** *All time performing those duties required of an employee involved in a vehicle accident; or*
- ***F.*** *All time spent repairing, assisting, or attending to a disabled motor vehicle.*

5.1.3 No employee shall be on duty or operate a CMV while the employee possesses or is under the influence of alcohol.

5.1.4 No employee shall use alcohol while performing safety- sensitive functions.

5.1.5 No employee shall perform safety-sensitive functions within four (4) hours after using alcohol.

5.1.6 No employee required to take a post-accident test shall use alcohol for eight (8) hours following the accident or until he or she undergoes a post-accident test, whichever occurs first.

5.1.7 No employee shall refuse to submit to a post-accident, random, reasonable suspicion, return-to-duty, dilute retest, cancelled retest or follow-up alcohol or drug test.

5.2 Prescription Medication and/or Other Medication Use

5.2.1 An employee is prohibited from reporting for duty or remaining on duty when the employee uses or is under the influence of any medication. As stated above, the use (on or off duty) of marijuana, even if for medical purposes, is prohibited under Rieth-Riley's policy.

5.2.2 Any employee who is using a prescribed drug, or over-the-counter medication, which is known or advertised as possibly affecting or impairing judgment, coordination or other senses, (including dizziness or drowsiness), or which may adversely affect the employee's ability to perform work in a safe and productive manner, must notify the Company prior to starting work or entering any Company premises. This requirement does not apply if the medication use is pursuant to prescription or written instruction of a physician (for over-the- counter medication) who has advised the employee that the substance will not adversely affect their ability to safely perform their duties. The Company will engage in a fact-based individualized assessment to determine if the employee can remain at work or on the Company premises and what work restrictions, if any, are deemed necessary that could allow the employee to safely and effectively perform his or her work.

5.2.3 Ingestion of products that contain hemp will not be an acceptable explanation for testing positive for marijuana.

5.2.4 The production of a state-issued medical marijuana card or similar certification will not be acceptable explanation for testing positive for marijuana.

5.2.5 The use of products which contain cannabidiol (CBD) will not be an acceptable explanation for testing positive for marijuana.

5.3 Refusal to Test Refusal to submit to the types of drug and alcohol tests employed by the Company will be grounds for refusal to hire employee/applicant(s) and to discipline existing employee(s) up to and including termination. A refusal to test would include any of the following situations:

5.3.1 Failing to appear for any test within a reasonable time after being directed to do so.

5.3.2 Failing to remain at the testing site until the testing process is completed.

5.3.3 Failure to provide a breath sample, saliva sample or urine sample as directed or in some isolated cases, a sample as directed by the third-party service agent.

5.3.4 Failure to permit, if the situation requires, the observation or monitoring of providing a urine specimen.

5.3.5 Failure to provide a specimen, as directed, within required time frames may be considered a refusal. If an employee cannot provide a sufficient quantity of urine or breath, he/she will be directed to be evaluated by a physician of the Company's choice. If the physician cannot find a legitimate medical explanation for the inability to provide a specimen, (either breath or urine), it will be considered a refusal to test.

5.3.6 Failure to undergo a medical examination or evaluation as directed by the MRO as part of the verification process, or as directed by the DER as part of a "shy bladder" or "insufficient breath" situation.

5.3.7 Failing to take or declining to take a second test as required by this policy or DOT regulations.

5.3.8 Failure to cooperate with any part of the testing process and/or conduct that would obstruct the proper administration of a test (e.g., refusing to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process).

5.3.9 Refusing to sign Step 2 of the Alcohol Testing Form as found in *Appendix 6 to 49CFR Part 40.*

5.3.10 A report from the MRO that you have a verified adulterated or substituted test result.

5.3.11 For an observed collection, failure to follow the observer's instruction to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.

5.3.12 Possess or wear a prosthetic or other device that could be used to interfere with the collection process.

5.3.13 Admission to the collector or MRO by the employee that they adulterated or substituted their specimen.

5.4 Types of Tests There are eight (8) circumstances for drug and alcohol testing:

- *Pre-employment testing;*
- *Random testing;*
- *Post-accident testing;*
- *Reasonable suspicion testing;*
- *Return-to-duty testing;*
- *Follow-up testing;*
- *Dilute retesting; and*
- *Cancelled retesting.*

5.5 Pre-employment Testing After a job offer has been extended, all ESOP and non-union job applicants must submit to a urine drug test. Applicants, ESOP, non-union and union employees who are required to have or obtain a CDL license in order to drive a CMV for Rieth-Riley must submit to a urine drug and alcohol test unless a qualifying pre- employment exemption can be documented.

5.5.1 A qualifying pre-employment exemption will be granted if satisfactory documentation demonstrating that he/she has participated in a DOT-regulated controlled substances testing program within the last thirty (30) days and the applicant, while participating in that program, was either tested in the last six (6) months or was in a random testing program for the last twelve (12) month period.

5.5.2 Union Employees If paragraph 5.5 and/or 5.5.1 are not applicable and there is no applicable CBA pre-employment drug and alcohol testing provision, then this policy as it relates to

Rieth- Riley ESOP employees shall govern to the extent it is not inconsistent with applicable law and/or regulations.

5.6 Random Testing

5.6.1 ESOP and Non-Union Employees Rieth-Riley conducts random drug testing with the assistance and coordination of a third-party service agent. The random selection system provides an equal chance for each Area employee to be selected each time random selection occurs. All employees are subject to random drug testing; in addition, at least two percent (2%) of the employees subject to testing must be randomly tested each month. Random selections will be reasonably spread throughout the year. Random selection, by its very nature, may result in employees being selected for random testing more than once a calendar year. Once the MRO advises the HRD of the names (ESOP and non-union employees) selected for the random test:

A. The HRD will notify the Office Manager and Group or Area Manager of the selection. Such notification shall not occur more than twenty-four (24) hours in advance of the scheduled date of testing.

B. The HRD will provide the names of the employees to be tested to the Office Manager and Group or Area Manager.

C. It is the Office Manager and Group or Area Manager's responsibility to ensure that the employees assigned to the Area report to the collection site at the scheduled time.

D. The HRD must approve exceptions to the testing schedule.

E. The MRO will contact the HRD with employee names not tested. ***If an employee does not go to the collection site as soon as possible after notification, such failure may be considered a refusal to test and will be dealt with in accordance with Paragraph 5.3.***

5.6.2 CMV Drivers (Whether ESOP, Non-Union or Union) Rieth-Riley conducts random drug and alcohol testing in accordance with the applicable regulations. Rieth-Riley will submit the names of all employees who have a CDL and who drive a CMV as part of their job description ("CMV Drivers") to a random selection system. The random selection system provides an equal chance for each employee to be selected each time random selection occurs. Random selections will be reasonably spread throughout the year. Rieth-Riley will drug test, at a minimum, the rate established by the DOT for the given year. Rieth-Riley will alcohol test, at a minimum, the rate established by the DOT for the given year. Random selection by its very nature may result in employees being selected for random testing more than once a calendar year.

If a CMV Driver is selected at random, for either drug or alcohol testing, a Company official will notify the employee. Once notified, the employee must proceed to the designated collection site immediately. ***If the employee does not go to the collection site as soon as possible after notification, such conduct may be considered a refusal to test and will be dealt with in accordance with Paragraph 5.3.***

5.6.3 Union Employees If **Paragraph 5.6.2** is not applicable and there is no applicable CBA drug and alcohol testing provision, this policy as it relates to ESOP employees shall govern to the extent it is not inconsistent with applicable law and/or regulations.

5.7 Post-Accident Testing For employees who are not CMV Drivers, or CMV Drivers who are involved in an accident that did not involve a CMV, post-accident testing (drug and alcohol) will be required when management judges an employee to have been the direct, or indirect, cause of an event that resulted in injury to a person or damage to property, or if an employee is required to receive offsite medical treatment. The third- party service agent will notify the HRD of the results. Employees who are CMV Drivers must submit to a (DOT) regulated drug and alcohol test any time he or she is involved in an accident where **1)** a fatality is involved; or **2)** the employee receives a citation for a moving violation arising from the accident that involved:

- *Injury requiring medical treatment away from the scene; or*
- *One or more vehicles having to be towed from the scene.*

5.7.1 Any time a post-accident drug or alcohol test is required, it must be performed as soon as practical. If no alcohol test can be made within eight (8) hours, attempts to perform an alcohol test shall cease. If no urine collection can be obtained for the purpose of post-accident drug testing within thirty-two (32) hours, attempts to make such collection shall cease. An employee is prohibited from consuming alcohol between the time of the accident and the test.

5.7.2 In the event that federal, state, or local officials conduct breath or blood test for the use of alcohol and/or urine tests for the use of controlled substances following an accident, employees must comply with law enforcement personnel requests. Rieth-Riley may request testing documentation from such agencies and may ask the employee to sign a release allowing it to obtain such test results.

5.7.3 For *non*-CMV Drivers, in the event an employee is so seriously injured that the employee cannot provide a sample of urine, breath or saliva at the time of the accident, the employee must provide necessary authorization for Rieth-Riley to obtain hospital records or other documents that would indicate the presence of controlled substances or alcohol in the employee's system at the time of the accident.

5.8 Reasonable Suspicion Testing Reasonable suspicion for requiring an employee to submit to drug and/or alcohol testing shall be deemed to exist when a trained supervisor or Company official observes an employee manifesting physical, behavioral, speech or performance symptoms or reactions commonly attributed to the use of or being under the influence of controlled substances or alcohol. With respect to a CMV Driver, an alcohol test is authorized only if the circumstances that gave rise to reasonable suspicion were observed when the CMV Driver is about to perform, is performing or has just completed the performance of safety-sensitive functions.

5.8.1 Any trained supervisor or Company official observing such conditions will take the following actions immediately:

A. Contact your supervisor or DER.

B. Confront the employee involved and keep under direct observation until the situation is resolved.

C. Secure the DER's concurrence to observations. After discussing the circumstances with the DER, arrangements will be made to observe or talk with the employee. If he/she believes, after observing or talking to the employee, that the conduct or performance problem could be due to the illegal use of a controlled substance and/or the use of alcohol, the employee will be immediately required to submit to a breath test or urinalysis. If the employee refuses to submit to testing for any reason, the employee will then be informed that continued refusal will result in disqualification from

performing his/her job and possible disciplinary action up to and including termination.

D. *Employees will be asked to release any evidence relating to the observation for further testing. Failure to comply may subject the employee to subsequent discipline or suspension from driving or other duties. All confiscated evidence will be receipted for with signatures of both the receiving supervisor, as well as the provider.*

E. *Within twenty-four (24) hours or before the results of the controlled substance test and/or alcohol test are released, the DER shall document in writing the particular facts related to the employee's suspect behavior or performance problems that led to the reasonable suspicion test; and shall maintain this documentation in appropriate DOT and/or non-DOT files.*

F. *The DER shall remove or cause the removal of the employee from the Company-owned vehicle, equipment and/or property and ensure that the employee is transported to an appropriate collection site and thereafter to the employee's residence or, where appropriate, to a place of lodging. Under no circumstances will that employee be allowed to continue to operate or drive a Company vehicle or piece of equipment until a confirmed negative test is received.*

G. *If an alcohol test cannot be administered within two*

(2) hours after it is determined that reasonable suspicion exists, Rieth-Riley will maintain a file stating the reasons for the delay. If the alcohol test is not administered within eight (8) hours after it is determined that reasonable suspicion exists, then Rieth-Riley will cease efforts to administer the test and will record the reasons why the test was not administered.

5.9 **Return to Duty Testing** A return to duty test will be required for all employees who have violated this policy (test positive or refuse to test). The employee may not return to duty until he or she passes (tests negative) a drug test and/or tests below **any measurable level** for breath alcohol *and* the MRO, or SAP, and Rieth-Riley have determined that the employee may return to duty.

5.10 **Follow-up Testing** Any employee who has returned to work following a violation of this policy will be subject to follow-up testing. Rieth-Riley will require, *at a minimum*, six (6) follow-up tests within the first twelve (12) months following an employee's return to work. Frequency of testing thereafter will be based on the recommendations of the SAP. CMV Drivers will be tested in accordance with DOT regulations and the recommendations of the SAP.

5.11 **Dilute Retesting**

5.11.1 If a pre-employment negative dilute drug test result, regulated (DOT) or non-regulated, is reported by the MRO, it is required that all job candidates submit to another drug test as soon as the HRD can arrange it. If a test is positive but dilute, the test will be treated as a positive. A second dilute (negative or positive) will be considered a positive and the job candidate will not be hired.

5.11.2 If an employee submits to a drug test, regulated (DOT) or non-regulated (DOT), and it is reported by the MRO as a negative dilute test, then it is required that the employee submit to another drug test as soon as it can be arranged. If a test is positive but dilute, the test will be treated as a positive. The employee will be provided with a Dilute Form and the employee will be required to sign the form. A second dilute will result in termination of employment.

5.12 **Cancelled Retesting**

5.12.1 If the result of a drug test is reported by the MRO as cancelled or invalid, and if the MRO furthermore recommends retesting, Rieth-Riley reserves the right to abide by the MRO's recommendation. This may include sending said employee for retesting under direct observation.

5.12.2 If the results of a retest, as described in section 5.12.1 above, are reported by the MRO as cancelled or invalid, then it will be considered a positive.

6.0 EMPLOYEE ASSISTANCE PROGRAM ("EAP")

6.1 **Initial Evaluation**

6.1.1 The SAP will provide a comprehensive face-to- face assessment and clinical evaluation and recommend a course of education and/or treatment with which the employee must demonstrate successful compliance prior to returning to safety-sensitive duty.

6.1.2 Neither Rieth-Riley nor an employee may seek or rely upon a second SAP evaluation, if the employee already has been evaluated by a qualified SAP.

6.1.3 No one may change the SAP's initial evaluation, except that the SAP who made the evaluation may modify the evaluation based on new or additional information.

6.2 **Referral** The SAP will serve as a referral source to assist the employee's entry into an education and/or treatment program.

6.3 **Follow-Up Evaluation**

6.3.1 The SAP will re-evaluate the employee to determine if the employee has successfully carried out the SAP's education and/or treatment recommendations. In order to do so, the SAP must:

A. *Confer with or obtain appropriate documentation from the appropriate education and/or treatment program professionals where the employee was referred; and*

B. *Conduct a face-to-face clinical interview with the employee to determine if the employee demonstrates successful compliance with the SAP's initial evaluation recommendations.*

6.3.2 If the employee has demonstrated successful compliance, the SAP shall provide a written report directly to the DER, highlighting the SAP's clinical determination that the employee has complied with the initial evaluation recommendation.

6.3.3 If the employee has not demonstrated successful compliance with the SAP's recommendations, the SAP will provide written notice directly to the DER. After receiving the SAP's written notice, Rieth-Riley will not return the employee to the performance of safety-sensitive duties.

6.3.4 The SAP may conduct additional follow-up evaluations if Rieth-Riley determines that doing so is consistent with the employee's progress as the SAP has reported it and with Rieth- Riley's policy and the CBAs with the unions.

6.4 **Additional Treatment, Aftercare or Support Group Services**

6.4.1 If the SAP believes that ongoing services (in addition to follow-up tests) are needed to assist an employee to maintain

sobriety or abstinence from drug use after the employee resumes the performance of safety-sensitive duties, the SAP must provide recommendations for these services in the follow-up evaluation report.

6.4.2 As an employer receiving a recommendation for these services from a SAP, Rieth-Riley may, as part of a return-to-duty agreement with the employee, require the employee to participate in the recommended services. The SAP may monitor and document the employee's participation in the recommended services. Rieth- Riley may make use of EAP services in assisting and monitoring employees' compliance with SAP recommendations.

6.4.3 Employees are obligated to comply with SAP recommendations for these services. If the employee fails or refuses to comply, the employee may be subject to disciplinary action up to and including termination.

7.0 DISCIPLINARY PROCEDURES

7.1 Any employee testing positive for alcohol or who has a positive controlled substance test is considered to be in violation of this policy, and is not qualified to drive a CMV, operate any equipment, perform any duties and will be immediately terminated and may be offered the opportunity to participate in the EAP, as long as the positive test result is the first time. If a negative return to duty drug test result is received from the MRO, Rieth-Riley will decide if continued employment of the individual is in the best interests of the Company. ***If an employee either: a) provided a specimen that is determined by the MRO to be either adulterated or substituted; or b) previously tested positive, completed the EAP prescribed by the counselor, and tests positive a second time at any time in the future, then it will result in his/her immediate termination with no opportunity for re-hire in the future at any Rieth-Riley location.*** If an employee has refused to test, the employee will be considered in violation of this policy and will be dealt with in accordance with **Paragraph 5.3.**

7.2 To be able to be returned to a CDL position the employee must complete the steps outlined in **Paragraphs 5.9 and 5.10 and Section 6.0.**

8.0 VOLUNTARY DISCLOSURE

Rieth-Riley encourages employees to seek help if they feel they have a problem with drug or alcohol misuse before it becomes a matter of discipline with the Company. Rieth-Riley will assist any employee in seeking professional help to address their problem, who voluntary discloses to the Company that he/she believes that he/she has a drug and/or alcohol problem. This voluntary step of self-identification is the responsibility of the employee; and with the exception of certain conditions, will alleviate the requirement for disciplinary action if brought to Rieth-Riley's attention prior to any testing conducted by Rieth-Riley or violation of this policy. Upon disclosure of a problem to Company personnel, the employee will be removed from all duties, including safety-sensitive duties until completion of all steps outlined in **Section 6.0** of this policy. The employee will be responsible for costs associated with this process in the same manner as any other employee. If the employee makes no commitment to overcoming the problem and achieving a satisfactory level of performance, attendance, or behavior, then termination of employment will result.

9.0 CONFIDENTIALITY AND RELEASE OF INFORMATION

9.1 Under no circumstances, unless required or authorized by law, will alcohol or drug testing information or results for any employee or applicant be released without written request and/or authorization from the applicable employee.

9.2 However, Rieth-Riley may release information as follows:

9.2.1 Copies of the results of alcohol or drug testing to an identified person provided the employee has provided written consent.

9.2.2 Copies of information requested by the Secretary of Transportation, any DOT agency, or any State or local official with regulatory control over Rieth-Riley or any of its employees.

9.2.3 The results of post-accident testing when requested by the National Transportation Safety Board as part of an accident investigation.

9.3 Employees are entitled, upon written request, to obtain copies of any records pertaining to their use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substance tests.

9.4 The HRD will maintain a list of all former employees who have violated this policy. In order to determine applicants' eligibility for rehire, all applicants' names must first be checked against this list by contacting the HRD.

(01/24)

RIETH-RILEY CONSTRUCTION CO., INC.
2024
SAMPLE WORK COMPLETED

PROJECT NAME	OWNER	CONSTRUCTION MANAGER	TITLE	PHONE	EMAIL	TYPE OF WORK	% OF WORK PERFORMED BY RR	COMPLETION DATE	CONTRACT AMOUNT	SURETY
11057-201984 Northbound US 31	MDOT	Kenton McAndrew	Project Engineer	269-270-7313	mcandrewk1@michigan.gov	Asphalt Pavement	58%	2023	$27,248,975	TRAVELER'S CASUALTY AND SURETY
R-39504-A 146th Street Over SR 37 N	INDOT	Cory Mahan, P.E.	Const. Inspection Section Manager	317-780-7262	cmahan@chacompanies.com	Asphalt Pavement	67%	2023	$26,748,547	TRAVELER'S CASUALTY AND SURETY
11016-130008 I-94 Design Build	DJ Mcquestion & Sons, Inc.	Kenton McAndrew	Project Engineer	269-270-7313	McandrewK1@MIchigan.gov	Asphalt Paving	19%	2023	$22,838,456	TRAVELER'S CASUALTY AND SURETY
R-39500-A 126th Street & SR 37	INDOT	Greg Peterson	Project Supervisor	765-570-8003	gpeterson @indot.in.gov	Intersection Reconstruction	79%	2023	$22,308,586	TRAVELER'S CASUALTY AND SURETY
R-41769-A I-465 Northwest	INDOT	Sean Hendrickson	Project Engineer	317-745-1731	shendrickson@indot.in.gov	Asphalt Resurface	84%	2023	$21,562,318	TRAVELER'S CASUALTY AND SURETY
SB Airport Taxi	South Bend Regional Airport	Jeff Thoman	Senior Project Manager	517-908-3120	jeff.thoman@meadhunt.com	Taxiway Reconstruct	45%	2023	$17,008,894	TRAVELER'S CASUALTY AND SURETY
R-41975 US 31 Bypass - Call 31	INDOT	Mark Whitten Jr.	Construction Project Supervisor	219-851-4896	mark.whitten@lochgroup.com	Highway Reconstruct	65%	2023	$15,402,694	TRAVELER'S CASUALTY AND SURETY
R-42043-A I-70 Vigo County	INDOT	Roger Greasor	Senior Construction Supervisor	812-466-6561	rgreasor@hwcengineering.com	HMA Patching	70%	2023	$11,657,669	TRAVELER'S CASUALTY AND SURETY
Project Winnie	Ryan Companies US, Inc.	Eric Albrecht	Senior Project Manager	630-328-1228	eric.albrecht@ryancompanies.com	Parking Lot Paving, Site Concrete	100% (5% of total project)	2023	$10,605,692	TRAVELER'S CASUALTY AND SURETY
IAA Project No I-18-077 Runway 5R-23L & Taxiway D	Walsh Construction Company II	Erik Gardin	Asst. Project Manager	219-779-3547	egardin@walshgroup.com	Airport	100%	2023	$9,753,289	TRAVELER'S CASUALTY AND SURETY
ST-22-100 RSR Sector 5	City of Indianapolis	AJ Schumeyer	RPR	317-626-5036	aschulmeyer@firstgroupengineering.com	Mill & Resurface and Asphalt Reconstruct	86%	2023	$8,750,798	TRAVELER'S CASUALTY AND SURETY
R-40582 US-52 Various Location	INDOT	Sarah Hale	INDOT Project Mgr	765-350-4430	shale2@indot.in.gov	Milling, Paving, Patching, Structure Replace, Foam Block	75-80%	2023	$8,533,605	TRAVELER'S CASUALTY AND SURETY
Kankakee Welcome Center SB & NB	Hasse Construction Co., Inc.	Fred Armstrong	VP of Special Projects	219-932-1611	farmstrong@hasseconstruction.com	Concrete and Asphalt Pavement, Earthwork	90%	2023	$8,441,830	TRAVELER'S CASUALTY AND SURETY

STATEMENT REGARDING CLASSIFICATION

All individuals who will perform work on the public work project on behalf of the bidder will be properly classified as either (i) an employee or (ii) an independent contractor, under all applicable state and federal laws and local ordinances.

STATEMENT ON TAX LIENS/DELINQUENCIES

Rieth-Riley Construction Co., Inc. does not have any federal, state or local tax liens or tax delinquencies owed to any federal, state or local taxing body in the last five years.

MANAGEMENT EXPERIENCE

Upon award of contract, Rieth-Riley Construction Co., Inc. will provide the the names of the project managers and superintendents that are assigned to work on the project.

STATEMENT ON LICENSES

Rieth-Riley Construction Co., Inc. does/has not had any suspensions or revocations of any professional or trade licenses.

STATEMENT ON APPRENTICESHIP & TRAINING

Rieth-Riley Construction Co., Inc. is signatory to the Operators, Laborers, Cement Masons, Carpenters and Teamsters unions throughout Northwest Indiana.

All wages and benefits are paid per the terms of those union contracts.

All apprenticeship and training are provided by the appropriate union and they are registered with the United States Department of Labor's Office of Apprenticeship organizations.

Travelers Casualty and Surety Company

(NAIC #19038)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183
PHONE: (860) 277-0111
UNDERWRITING LIMITATION b/: $835,540,000
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY
INCORPORATED IN: Connecticut

Travelers Casualty and Surety Company of America

(NAIC #31194)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183
PHONE: (860) 277-0111
UNDERWRITING LIMITATION b/: $225,563,000
SURETY LICENSES c,f/: AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY
INCORPORATED IN: Connecticut

Travelers Casualty Insurance Company of America

(NAIC #19046)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183
PHONE: (860) 277-0111
UNDERWRITING LIMITATION b/: $59,314,000
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY
INCORPORATED IN: Connecticut

Travelers Indemnity Company (The)

(NAIC #25658)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183
PHONE: (860) 277-0111
UNDERWRITING LIMITATION b/: $860,161,000
SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY
INCORPORATED IN: Connecticut

TRAVELERS INDEMNITY COMPANY OF AMERICA (THE)

(NAIC #25666)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183
PHONE: (860) 277-0111
UNDERWRITING LIMITATION b/: $20,091,000
SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY
INCORPORATED IN: Connecticut

Travelers Indemnity Company of Connecticut (The)

(NAIC #25682)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183
PHONE: (860) 277-0111
UNDERWRITING LIMITATION b/: $35,537,000
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY
INCORPORATED IN: Connecticut

Travelers Property Casualty Company of America

(NAIC #25674)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183
PHONE: (860) 277-0111
UNDERWRITING LIMITATION b/: $48,756,000
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY
INCORPORATED IN: Connecticut

BUSINESS NAMES

Rieth-Riley Construction Co., Inc. has been in business as the incorporated entity, Rieth-Riley Construction Co., Inc., for 74 years and in business for 109 years.

STATEMENT ON VIOLATIONS

Rieth-Riley Construction Co., Inc. does not have any determinations by a court or governmental agency for violations of federal, state, or local laws including, violations of contracting or anti-trust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), or the Davis-Bacon Act or related Acts.

STATEMENT ON STAFFING

Rieth-Riley Construction Co., Inc. is signatory to the Operators, Laborers, Carpenters, Cement Masons and Teamsters from local union halls and is able to provide adequate staff on any project awarded.

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Plasterers & Cement Masons #692 J.A.T.C.

Merrillville, IN

See program standards for occupations

Registered as part of the National Apprenticeship System in accordance with the basic standards of apprenticeship established by the Secretary of Labor

May 22, 1995

Date

IN010950002

Registration No.

Administrator, Office of Apprenticeship

The United States Department of Labor

Bureau of Apprenticeship and Training

Certificate of Registration

INDIANA LABORER'S TRAINING TRUST FUND

BEDFORD, INDIANA

for the trade classification of CONSTRUCTION CRAFT LABORER

Registered as part of the National Apprenticeship Program in accordance with the basic standards of apprenticeship established by the Secretary of Labor

December 14, 1995

Date

IN040-0528

Registration No.

Robert B. Reich

Secretary of Labor

Anthony Swoope

Director, Bureau of Apprenticeship and Training

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Operating Engineers Local #150 Apprenticeship Fund
Wilmington, Illinois

For the Trade - Operating Engineer

Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

Registered - March 18, 1969
Date

Revised - June 23, 2021

Registration No. *IL008780173*

Administrator, Office of Apprenticeship

DOCUMENT 00 11 13

ADVERTISEMENT FOR BIDS

2026 Sidewalk Replacement
Town of Munster, IN

Notice is hereby given that sealed Bids will be received by the Town of Munster until **July 17, 2026, at 10 AM** at the Munster Town Hall (Clerk Treasurer's Office), 1005 Ridge Road, Munster, IN 46321 at which time they will be publicly opened and read aloud, for the furnishing of all labor and material for the construction of the Paving Improvements project. Bids shall be sealed and clearly labeled **"2026 Sidewalk Replacement"**. Any bids received later than the above time will be returned unopened.

DESCRIPTION OF WORK: This work consists of concrete sidewalk and ADA ramp replacement.

COMPLETION DATE: This work shall be substantially completed by October 30, 2026, and fully completed by November 27, 2026.

BID DOCUMENTS: Plans, Specifications, and Plan Documents are available for examination at the Clerk-Treasurer's Office at Munster Town Hall, 1005 Ridge Road, Munster, IN 46321. Electronic copies of the Plans, Specifications and Plan Documents may be obtained from Reprographic Arts Online Planroom (www.raplanroom.com). A complete set consists of a set of plans and a set of specifications and bidding documents in electronic PDF format. Bids shall be properly and completely executed on bid forms contained in the Contract Documents.

All contractors and subcontractors listed in each bid must be properly licensed in the Town of Munster as a condition of being awarded the project. Contractors may contact the Munster Building Department to inquire on General Contractor and Subcontractor licensing and requirements, at 219.836.6990 or the Munster website, www.munster.org, Building Department for applications.

No bidder may withdraw their proposal for a period of 60 days following the date set for receiving bids. The Town of Munster reserves the right to retain any and all bids for a period of not more than 60 days and said bids shall remain in full force and effect during said time. The Town of Munster further reserves the right to waive informalities and to award the contract to any Bidder all to the advantage of the Town of Munster or to reject any and all bids.

No pre-bid meeting will be held.

BID SECURITY: Each bid shall be accompanied by an acceptable certified check or cashier's check made payable to the Town of Munster or an acceptable Bid Bond in an amount not less than ten percent (10%) of the total bid price executed by an incorporated surety company in good standing and qualified to do business in the State of Indiana.

BONDS: Performance and Payment Bonds each in the amount of one hundred percent (100%) of the contract price will be required.

INDIANA REQUIREMENT: Standard Indiana Form 96 (Revised 2009) which includes non-collusion affidavit will be required.

LOCAL REQUIREMENTS: E-Verify Affidavit

Publish in NWI Times on:
July 2, 2026
July 9, 2026

BY: Russ Kozyra
Department of Public Works
Town of Munster, Lake County, Indiana

BASIS OF BID - ENGINEER'S ESTIMATE
TOWN OF MUNSTER
2026 SIDEWALK REPLACEMENT

Item	Description	Unit	Quantity	Unit Cost	Total Cost
	BASE BID				
1	MOBILIZATION AND DEMOBILIZATION	LSUM	1.00	$ 10,000.00	$10,000.00
2	SIDEWALK, CONCRETE, 5 IN, REMOVE & REPLACE	SYS	2,331	$ 140.00	$326,307.33
3	SIDEWALK, CONCRETE, 7 IN, REMOVE & REPLACE (AT DRIVES)	SYS	34	$ 160.00	$5,472.00
4	SIDEWALK, CONCRETE, CURB RAMPS, REMOVE & REPLACE	SYS	17	$ 220.00	$3,666.67
	Total				$345,446.00

SEH **TABULATION OF BIDS**

						1		2		3		4		5	
CDBG 2026 **MUNST 183529** **Bid Date: 10 AM Friday July 17, 2026**				Engineer's Estimate $345,454.00		J&J Newell Concrete Contractors, Inc 25350 S State St Crete, IL 60417		Davis Concrete Construction Co. 11244 W. Manhattan-Monee Rd Monee, IL 60449		Gariup Construction Co., Inc. 3965 Harrison Street (46408) P.O Box 64879 Gary, IN 46401-0879		Milestone Contractors, L.P. 1700 E. Main Street Griffith, IN 46319		Rieth-Riley Construction Co., Inc. 7500 W. 5th Avenue Gary, IN 46406	
Item No.	**Item**	**Unit**	**Total Qty**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
	ITEM A - PAVEMENT														
1	MOBILZATION AND DEMOBILIZATION	LSUM	1.00	$ 10,000.00	$ 10,000.00	$ 2,000.00	$ 2,000.00	$ 6,000.00	$ 6,000.00	$ 39,305.00	$ 39,305.00	$ 25,000.00	$ 25,000.00	$ 39,952.00	$ 39,952.00
2	SIDEWALK, CONCRETE, 5 IN, REMOVE & REPLACE	LSUM	2,331.00	$ 140.00	$ 326,340.00	$ 102.55	$ 239,044.05	$ 120.00	$ 279,720.00	$ 125.00	$ 291,375.00	$ 235.00	$ 547,785.00	$ 250.00	$ 582,750.00
3	SIDEWALK, CONCRETE, 7 IN, REMOVE & REPLACE (AT DRIVES)	SYS	34.00	$ 160.00	$ 5,440.00	$ 115.90	$ 3,940.60	$ 129.00	$ 4,386.00	$ 200.00	$ 6,800.00	$ 365.00	$ 12,410.00	$ 624.00	$ 21,216.00
4	SIDEWALK, CONCRETE, CURB RAMPS, REMOVE & REPALCE	CYS	16.70	$ 220.00	$ 3,674.00	$ 275.00	$ 4,592.50	$ 230.00	$ 3,841.00	$ 600.00	$ 10,020.00	$ 935.00	$ 15,614.50	$ 1,434.00	$ 23,947.80
	TOTAL ITEM A - PAVEMENT				**$ 345,454.00**		**$ 249,577.15**		**$ 293,947.00**		**$ 347,500.00**		**$ 600,809.50**		**$ 667,865.80**

	TOTAL ITEM A - PAVEMENT	$ 345,454.00		$ 249,577.15		$ 293,947.00		$ 347,500.00		$ 600,809.50		$ 667,865.80	

To: Town Council

From:

Meeting Date: September 9, 2026

Subject: Hauling Contract Addendum #4

Summary

This item is for the Town Council to consider addendum #4 increasing the not-to-exceed ("NTE") amount under the existing emergency storm debris hauling contract with Looks Great Services of MS, Inc. ("Contractor").

On August 22, 2026, the Town activated an emergency debris removal and disposal contract with the Contractor following the August 2026 tornado and severe storm event. The contract was entered into in alignment with Indiana emergency procurement laws with an NTE of $1,000,000, while the Town simultaneously undertakes a formal competitive procurement process for long-term services. The NTE was intended to provide sufficient authority for initial response activities while allowing the Town to evaluate the scope of the disaster. On August 31, 2026, Addendum #3 was signed increasing the NTE to $4,000,000.

Currently, the Town is requesting proposals from qualified contractors for Disaster Debris Removal and Disposal Services. These proposals are due September 17, 2026. The Town will then enter into a long-term contract. To-date, the contractor has removed more than 186,000 cubic yards of debris. This rate is expected to exceed the $4,000,000 NTE before the next regular meeting, September 21, 2026.

Staff is therefore requesting that the Town Council approve addendum #4, increasing the NTE amount from $4,000,000 to $6,500,000. The proposed increase will allow uninterrupted debris-removal operations while the Town completes the long-term procurement process.

Financial Impact

Funding Source:
Budgeted Amount:
Cost:

Recommended Council Action

By motion and roll call vote approve addendum #4 with Looks Great Services.

Attachments:

1. Addendum#4_Looks_Great_Services

EMERGENCY DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES AGREEMENT-ADDENDUM 4

OWNER: **TOWN OF MUNSTER, IN**

CONTRACTOR: **LOOKS GREAT SERVICES OF MS, INC.**

EMERGENCY DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES AGREEMENT BETWEEN THE TOWN OF MUNSTER, IN AND LOOKS GREAT SERVICES OF MS, INC.

Not to Exceed Extension

The $4,000,000.00 not to exceed amount in Addendum 3 agreement is amended to $6,500,000.00

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates written below.

OWNER:

Town of Munster, Indiana

By: _____

Print: _____

Date: _____

LOOKS GREAT SERVICES OF MS, INC.

By: _____

Print: _____

Date: _____