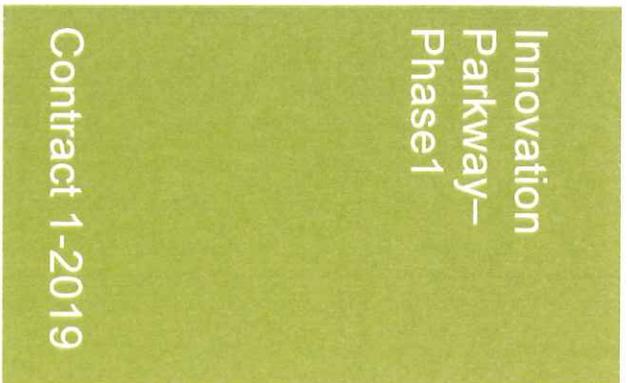
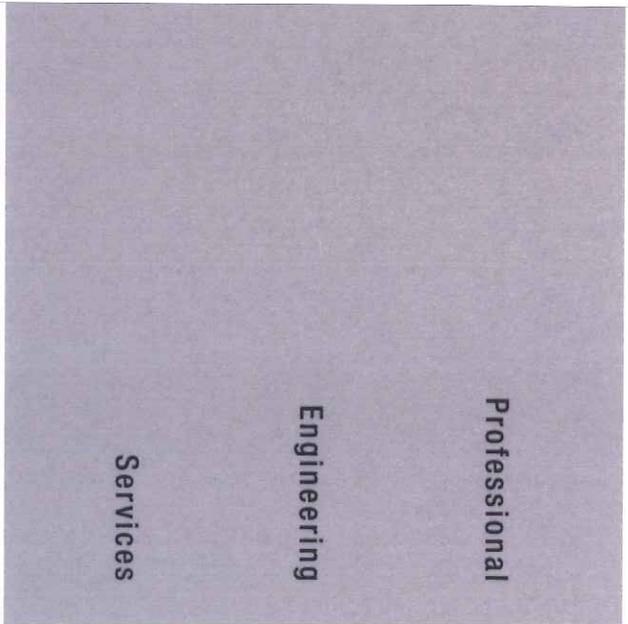


CONTRACT DOCUMENTS

PROJECT MANUAL
INNOVATION PARKWAY-PHASE 1
CONTRACT 1-2019
FLOYD COUNTY COMMISSIONERS, IN
JUNE 2019

MAC CONSTRUCTION & EXCAVATING, INC.
ENGINEER'S COPY



Project Manual

Floyd County

Commissioners, IN

Issued Bid

June 27, 2019



PLAN HOLDER: _____

Set No.: _____

PROJECT MANUAL
INNOVATION PARKWAY-PHASE 1
CONTRACT 1-2019
FLOYD COUNTY COMMISSIONERS



Ryan C. Mackos



William Z. Hawkins

Prepared by:

STRAND ASSOCIATES, INC.®
629 Washington Street
Columbus, IN 47201
www.strand.com

Issued for Bid
June 27, 2019



SECTION 00 01 10

TABLE OF CONTENTS

INNOVATION PARKWAY-PHASE 1
CONTRACT 1-2019
FLOYD COUNTY COMMISSIONERS

Pages
Through

DIVISION 00-BIDDING AND CONTRACTING REQUIREMENTS

ADVERTISEMENT TO BID	00 11 13- 2
INSTRUCTIONS TO BIDDERS	00 21 13-13
BID	00 41 00-15
BID BOND	00 43 00- 2
FORM NO. 96 (REVISED 2013)	00 44 00- 6
STANDARD QUESTIONNAIRES AND FINANCIAL STATEMENT FOR BIDDERS-GENERAL FORM NO. 96-a	00 44 45-13
ANTI-DISCRIMINATION AFFIDAVIT	00 45 00- 1
E-VERIFY AFFIDAVIT	00 45 05- 1
DRUG TESTING PLAN CERTIFICATION	00 49 70- 1
AGREEMENT	00 52 00-10
NOTICE TO PROCEED	00 55 00- 1
EROSION CONTROL CERTIFICATION	00 55 10- 1
PERFORMANCE BOND	00 61 13.13-3
PAYMENT BOND	00 61 13.16-3
GENERAL CONDITIONS	00 72 00-65
SUPPLEMENTARY CONDITIONS	00 73 00-16
CERTIFICATE OF LIABILITY INSURANCE	1

SPECIFICATIONS

DIVISION 01-GENERAL REQUIREMENTS

SUMMARY OF WORK	01 11 00- 4
CONTRACT CONSIDERATIONS	01 29 00- 2
COORDINATION, FIELD ENGINEERING, AND MEETINGS	01 31 00- 3
SUBMITTALS	01 33 00- 5
REGULATORY REQUIREMENTS	01 41 00- 2
REFERENCE STANDARDS AND DEFINITIONS	01 42 00- 6
QUALITY CONTROL	01 45 00- 2
TEMPORARY FACILITIES	01 50 00- 3
FIELD OFFICES AND SHEDS	01 52 13- 4
TEMPORARY CONTROLS	01 57 00- 2
MATERIALS AND EQUIPMENT	01 60 00- 4
CONTRACT CLOSEOUT	01 77 00- 3
STARTING OF SYSTEMS	01 91 00- 7

TABLE OF CONTENTS Continued

Pages
Through

DIVISION 03-CONCRETE

CONCRETE FORMWORK.....	03 11 00- 4
CONCRETE REINFORCEMENT.....	03 20 00- 5
CAST-IN-PLACE CONCRETE	03 30 00-16

DIVISION 26-ELECTRICAL

GENERAL ELECTRICAL REQUIREMENTS	26 05 00- 8
WIRE.....	26 05 19- 7
INSTRUMENT AND COMMUNICATION WIRE AND CABLE	26 05 23- 3
SECONDARY GROUNDING.....	26 05 26- 4
SUPPORTING DEVICES	26 05 29- 2
CONDUIT	26 05 33- 6
BOXES.....	26 05 35- 3
ELECTRICAL IDENTIFICATION	26 05 53- 4
CONTROLS AND INSTRUMENTATION DRAWINGS.....	26 09 10- 3
ELECTRICAL SERVICE SYSTEM	26 21 00- 2
MOTOR CONTROL.....	26 24 19-20
WIRING DEVICES	26 27 26- 3
DISCONNECT SWITCHES.....	26 28 16- 2

DIVISION 31-EARTHWORK

SLOPE PROTECTION AND EROSION CONTROL	31 25 00- 5
GEOTEXTILES.....	31 32 19- 1
RIPRAP	31 37 00- 2

DIVISION 32-EXTERIOR IMPROVEMENTS

CHAIN LINK FENCE	32 31 13- 6
------------------------	-------------

DIVISION 33-UTILITIES

SUBMERSIBLE PUMPING STATION	33 32 00-10
-----------------------------------	-------------

<u>DIVISION 34-TRANSPORTATION IN INDIANA</u>	34 00 00- 2
--	-------------

<u>DIVISION 50-STANDARD SPECIFICATIONS FOR UTILITY AND STREET CONSTRUCTION IN INDIANA</u>	50 00 00-69
---	-------------

DRAWINGS

STANDARD DETAIL-MANHOLE AND INLETS.....	01-975- 41A
STANDARD DETAIL-WATER MAIN VALVE MANHOLES.....	01-975- 42A
STANDARD DETAIL-APPURTENANCES	01-975- 43A
STANDARD DETAIL-STANDARD BURIED GATE VALVE BOX SETTING	01-975- 64A
STANDARD DETAIL-HYDRANT INSTALLATION	01-975- 65A

TABLE OF CONTENTS Continued

Pages
Through

APPENDICES (NOT PART OF CONTRACT DOCUMENTS)

SAMPLE DRAWINGS	23
SOILS INFORMATION.....	130

END OF SECTION

BIDDING AND CONTRACTING REQUIREMENTS

SECTION 00 11 13

ADVERTISEMENT TO BID

INNOVATION PARKWAY–PHASE 1
CONTRACT 1-2019
FLOYD COUNTY COMMISSIONERS

Sealed Bids for the construction of the Innovation Park Water and Sewer Extensions will be received by Floyd County Commissioners at the Pineview Government Center, 2524 Corydon Pike, Suite 204, New Albany, Indiana 47150 until 3 P.M., local time on July 29, 2019, at which time the Bids will be publicly opened and read aloud.

The Work includes the construction of approximately 2,600 lineal feet of two lane road, 9,200 feet of curb and gutter, 2,100 lineal feet of storm sewer, 230 feet of 3 sided box culverts, 4,500 lineal feet of 8- to 12-inch water main, 3,000 lineal feet of 3- and 4-inch force main, 1,100 lineal feet of 8-inch gravity sewer and a lift station.

Complete digital Project Bidding Documents are available at www.strand.com or at www.questcdn.com. Download the digital Bidding Documents for \$50 by inputting Quest project number 6408288 on the website's Project Search page. Please contact QuestCDN.com at (952) 233-1632 or info@questcdn.com for assistance with free membership registration, downloading, and working with this digital project information.

Bidding Documents may be reviewed and paper copies may be obtained from the Issuing Office which is Strand Associates, Inc.[®], 629 Washington Street, Columbus, IN 47201. A nonrefundable fee of \$300 will be required (shipping and handling fees included). Overnight mailing of Bidding Documents will not be provided.

All Bidders submitting a sealed Bid shall obtain the Bidding Documents from QuestCDN.com or from Strand Associates, Inc.[®]

Bidders who submit a Bid must be a Plan Holder of record at the Issuing Office. Bids from Bidders who are not on the Plan Holders List may be returned as not being responsive.

Plan Holders are requested to provide an e-mail address if they wish to receive addenda and other information electronically. Plan Holders are requested to designate whether they are a prime contractor, subcontractor, or supplier if they want this information posted on the project Plan Holders List.

The Bid must be accompanied by Bid security made payable to OWNER in an amount of 5% of the Bidder's maximum Bid price.

The Floyd County Commissioners reserves the right to reject any or all Bids, to waive any technicality, and to accept any Bid which it deems advantageous. All Bids shall remain subject to acceptance for 60 days after the time set for receiving Bids.

Contract award shall be made based on the lowest responsive and responsible Bidder.

A prebid conference will be held at 10 A.M., local time, on July 9, 2019, at Pineview Government Center, 2524 Corydon Pike, Suite 204, New Albany, Indiana 47150.

Bidders are encouraged to attend and participate in the conference.

The Strand Associates Inc.® project manager is William Z. Hawkins, P.E. and can be contacted at Strand Associates, Inc.®, 629 Washington Street, Columbus, IN 47201, (812) 372-9911 regarding the project.

Published by the authority of the Floyd County
 Don Lopp, Director of Operations

Dated at Floyd County,
June 27, 2019 and July 4, 2019

END OF SECTION

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

- A. These Instructions to Bidders establish requirements for Bidding and Award of Contract.
- B. These articles are not necessarily numbered consecutively.
- C. Table of Contents

ARTICLE 1–DEFINED TERMS.....	1
ARTICLE 2–COPIES OF BIDDING DOCUMENTS.....	1
ARTICLE 3–QUALIFICATIONS OF BIDDERS.....	2
ARTICLE 4–SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE.....	2
ARTICLE 5–BIDDER’S REPRESENTATIONS.....	4
ARTICLE 6–PREBID CONFERENCE	5
ARTICLE 7–INTERPRETATIONS AND ADDENDA	6
ARTICLE 8–BID SECURITY.....	6
ARTICLE 9–CONTRACT TIMES	6
ARTICLE 10–LIQUIDATED DAMAGES.....	6
ARTICLE 11–SUBSTITUTE OR “OR EQUAL” ITEMS	6
ARTICLE 12–SUBCONTRACTORS, SUPPLIERS, AND OTHERS	7
ARTICLE 13–PREPARATION OF BID.....	7
ARTICLE 14–BASIS OF BID	8
ARTICLE 15–SUBMITTAL OF BID	9
ARTICLE 16–MODIFICATION AND WITHDRAWAL OF BIDS.....	9
ARTICLE 17–OPENING OF BIDS.....	10
ARTICLE 18–BIDS TO REMAIN SUBJECT TO ACCEPTANCE	10
ARTICLE 19–EVALUATION OF BIDS AND AWARD OF CONTRACT.....	10
ARTICLE 20–CONTRACT SECURITY AND INSURANCE	11
ARTICLE 21–SIGNING OF AGREEMENT	11
ARTICLE 22–RETAINAGE.....	11
ARTICLE 23–OTHER TAXES.....	12
ARTICLE 24–LAWS, ORDINANCES, AND REGULATIONS.....	12
ARTICLE 25–INDIANA E-VERIFY PROGRAM.....	12
ARTICLE 26–INDIANA CODE 5-22-16.5.....	12
ARTICLE 27–DRUG TESTING PROGRAM PLAN.....	13

ARTICLE 1–DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and the Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

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

ARTICLE 2–COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained digitally or by paper copy as stated in the Advertisement to Bid.

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

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

2.04 Drawings and specifications for the project are being offered to Bidders in both paper copy and electronic form (.pdf format). Such Bidder must have Adobe Reader 6.0 or later to access the electronic files. Paper copies will be used for Contract execution.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of OWNER's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and other such data as may be called for below.

3.02 Bidder must be prepared to submit evidence of Bidder's qualifications to do business in the state where the Project is located prior to award of the Contract.

3.03 Bidders shall submit the documentation listed in Paragraph 7.01 of the Bid Form (Section 00 41 00).

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

3.05 Bidder is advised to carefully review those portions of the Bidding Documents requiring Bidder's representations and certifications.

3.06 Bidder shall submit either the Standard Questionnaires and Financial Statement for Bidders Form 96A, or an equivalent form.

3.07 Bidder shall submit their drug testing program plan in accordance with IC 4-13-18.

3.08 Bidder must be on INDOT's Approved Contractor's list and approved by the Department of Administration.

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 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 contiguous to the Site.

b. Those drawings known to OWNER of physical conditions relating to existing surface and 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. Copies of reports and drawings referenced in Paragraph 4.02.A, which are not included with the Bidding Documents, will be made available by OWNER to any Bidder on request. Reports and drawings, whether included in the Bidding Documents or not, are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraphs 5.03 and 5.06 of the General Conditions has been identified and established in Paragraphs 5.03 and 5.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or 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: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 Site Visit and Testing by Bidders

A. Bidder shall conduct the required Site visit during normal work hours, and shall not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request in advance and after submittal of Bidder's evidence of insurance coverage meeting the requirements designated in the General and Supplementary Conditions for CONTRACTOR, and to the extent OWNER has control over the Site, and schedule permitting, OWNER will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. OWNER will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on OWNER's authority regarding the Site.

D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by OWNER or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

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

4.04 OWNER's Safety Program

A. Site visits and work at the Site may be governed by an OWNER safety program. As Paragraph 7.12.C of the General Conditions indicates, if any 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 and any 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 Laws and Regulations that may affect cost, progress, and performance of the Work;

D. Carefully study all:

1. reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and

2. reports and drawings related to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

E. Consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on

1. the cost, progress, and performance of the Work;
2. the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and
3. Bidder's safety precautions and programs;

F. Agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. Become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. Promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder;

I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

J. Agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.

ARTICLE 6--PREBID CONFERENCE

6.01 A prebid conference will be held at the time, date, and place indicated in the Advertisement or Invitation to Bid.

Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7-INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to ENGINEER in writing. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Issuing Office as having received the Bidding Documents.

7.02 All requests for interpretation must be received at least five days prior to the day set for receiving Bids. Addenda will be issued not later than three days prior to the day set for receiving Bids. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligations under the Bid as submitted. All Addenda so issued shall become part of the Contract Documents.

7.03 Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.04 Addenda may also be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

7.05 Receipt of all addenda must be acknowledged in space provided in the Bid.

ARTICLE 8-BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to OWNER in an amount of 5% of the Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (on form attached) issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award. 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 annul the Notice of Award and the Bid security of the Bidder will be forfeited. Such forfeiture shall be OWNER's exclusive remedy if Bidder defaults.

8.03 Bid security of Bidders will be retained unless requested to be returned and will not be returned until after Contract has been awarded or until the Bid hold period expires.

ARTICLE 9-CONTRACT TIMES

9.01 The numbers of days within which, or the dates by which, Milestones, if any, are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

ARTICLE 10-LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11-SUBSTITUTE OR "OR EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without evaluation of Equipment Alternatives listed in the Lump Sum Base Bid, if any, and without evaluation of possible substitute or "or equal" items. Whenever it

is specified or described in the Bidding Documents that an Equipment Alternative listed in the Lump Sum Base Bid or that a substitute or "or equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be evaluated by ENGINEER until after the Effective Date of the Agreement.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that 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 the Work. 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.

12.05 CONTRACTOR shall ensure that any Subcontractor or Supplier also complies with the statutory requirements of IC 5-16-13.

ARTICLE 13—PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Forms signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address and state of incorporation shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member, if the LLC is member-managed, or by a manager, if manager-managed, 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.

13.05 A Bid by an individual shall show the Bidder's name and official address.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid form. The official address of the joint venture shall be shown.

13.07 All names shall be printed below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

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

13.11 All Bids shall be signed in the presence of and be notarized by a Notary Public or other Officer authorized to administer oaths.

ARTICLE 14—BASIS OF BID

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.

14.02 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. Discrepancies between words and figures will be resolved in favor of the words.

14.03 For cash allowances the Contract Price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents as provided for in Paragraph 13.02.B of the General Conditions. The final Contract Price will be adjusted to reflect actual costs on account of cash allowances.

14.04 The following cash allowances shall be included in the Bid for Contract(s).

Rock Excavation for Utilities	Division 50—Standard Specifications for Utility and Street Construction in Indiana
Electrical Service	Section 26 21 16—Electrical Service System

14.05 Bids prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Paragraph 9.01.

ARTICLE 15—SUBMITTAL OF BID

15.01 Bids will be received for all divisions of the Specifications and all other provisions of the Bidding Documents.

15.02 Bidder is furnished one copy of the Bidding Documents with one separate unbound copy of the Bid Forms and the Bid Bond form. The Bidding Documents may be retained by Bidder. The unbound copy of the Bid Forms is to be completed and submitted with the Bid security along with any data required by the Bidding Documents to be attached to and made a condition of the Bid. Additional copies may be obtained from the Issuing Office.

15.03 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, 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 the Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to place indicated in the Advertisement or Invitation to Bid. No relief will be provided for a mailed Bid not being received by the prescribed time.

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

ARTICLE 16—MODIFICATION AND WITHDRAWAL OF BIDS

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 that 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.

ARTICLE 17—OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously nonresponsive, read aloud publicly. An abstract of the amounts of the base bids and major alternatives and components, 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—EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 OWNER reserves without limitation the right to reject any or all Bids, to waive any and all informalities not involving price, time or changes in the work and to negotiate Contract terms with the Successful Bidder; and the right to accept or reject all incomplete, nonconforming, nonresponsive, unbalanced, obscure, or conditional Bids, or Bids which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply with the Instructions to Bidders. OWNER reserves the right to 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, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be nonresponsive.

19.02 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.

19.03 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternatives, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bids, 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 Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.

19.05.1 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and 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 to OWNER's satisfaction within the prescribed time. Bidder shall furnish to OWNER all such information and data for this purpose as OWNER may request. OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy OWNER that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the work contemplated therein.

19.05.2 OWNER shall be satisfied that Bidder involved (1) maintains a permanent place of business, (2) has adequate plant and equipment to do the work properly and expeditiously, (3) has a suitable financial status to meet obligations incident to the work, (4) has appropriate technical experience, and (5) can submit a satisfactory performance record.

19.06 If a Contract is to be awarded, it will be awarded to the responsive and responsible Bidder with the lowest Bid whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.

19.06.1 If a Contract is to be awarded, it will be awarded to the responsive and responsible Bidder with either the lowest computed total base bid or the lowest computed total base bid plus any alternative(s) selected by OWNER whose evaluation indicates to OWNER that the award will be in the best interest of the Project. Bid from the successful Bidder for the computed total base bid plus any alternative(s) selected by OWNER may not necessarily be lower in price than the bid or bids for other alternative combinations.

19.06.2 Should OWNER wish to consider alternatives listed, Bidder may be required to provide additional information as listed in Article 7.05 of the General Conditions, prior to the Notice of Award. If an alternative is selected by OWNER, the awarded Contract price will include the selected alternative(s).

19.07 If a Contract is to be awarded, OWNER will give the successful Bidder a Notice of Award within 35 days after the time set for opening Bids.

ARTICLE 20—CONTRACT SECURITY 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 insurances. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment bonds and insurances.

ARTICLE 21—SIGNING OF AGREEMENT

21.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unexecuted counterparts of the Agreement along with all other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement and attached documents to ENGINEER with the required Bonds and insurances. Within 10 days after receipt of properly executed documents and Bonds and insurances which meet all requirements of the Contract Documents, ENGINEER will deliver one fully signed counterpart to Successful Bidder.

ARTICLE 22—RETAINAGE

22.01 Provisions concerning retainage are set forth in the Agreement.

ARTICLE 23—OTHER TAXES

23.01 The Bid shall include all taxes in effect at the time the Bid is submitted. Bidders who are uncertain as to what items are subject to tax, or who require further explanation or clarification, are requested to contact the State of Indiana Department of Revenue. Refer to the Supplementary Conditions SC-7.09 for additional information on taxes.

ARTICLE 24—LAWS, ORDINANCES, AND REGULATIONS

24.01 Bidder must familiarize itself with all laws, ordinances, and regulations by federal, state, city, or other governmental agency, which by reason of being neglected or violated may affect the Work contemplated and must secure and pay the fee required for any permits which may be necessary unless such fees are otherwise indicated to be paid in the Bidding Documents.

ARTICLE 25—INDIANA E-VERIFY PROGRAM

25.01 Pursuant to Indiana Code 22-5-1.7, CONTRACTOR shall enroll in and verify the work eligibility status of all newly hired employees of CONTRACTOR through the E-Verify Program ("Program"). As required by IC 5-16-13-11(1), CONTRACTOR shall provide the E-Verify case verification number for each individual, who is required to be verified pursuant to IC 22-5-1.7, prior to work beginning. CONTRACTOR is not required to verify the work eligibility status of all its newly hired employees through the Program if the Program no longer exists.

CONTRACTOR and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that CONTRACTOR or its subcontractor subsequently learns is an unauthorized alien. If CONTRACTOR violates this section, OWNER shall require CONTRACTOR to remedy the violation not later than thirty (30) days after OWNER notifies CONTRACTOR. If CONTRACTOR fails to remedy the violation within the thirty (30) day period, OWNER shall terminate the Contract for breach of Contract. If OWNER terminates the Contract, CONTRACTOR shall, in addition to any other contractual remedies, be liable to OWNER for actual damages. There is a rebuttable presumption that CONTRACTOR did not knowingly employ an unauthorized alien if CONTRACTOR verified the work eligibility status of the employee through the Program.

If CONTRACTOR employs or contracts with an unauthorized alien but OWNER determines that terminating the Contract would be detrimental to the public interest of public property, OWNER may allow the Contract to remain in effect until OWNER procures a new contractor.

CONTRACTOR shall, prior to performing any work, require each subcontractor to certify to CONTRACTOR that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. CONTRACTOR shall maintain on file a certification from each subcontractor throughout the duration of the Project. If CONTRACTOR determines that a subcontractor is in violation of this section, CONTRACTOR may terminate its contract with the subcontractor for such violation.

Pursuant to IC 22-5-1.7, a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming CONTRACTOR's enrollment in the Program, unless the Program no longer exists, shall be filed with OWNER prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the OWNER.

ARTICLE 26—INDIANA CODE 5-22-16.5

26.01 Bidders who are engaged in business with the Government of Iran, as defined in IC 5-22-16.5, are disqualified from bidding on or receiving award of this Work.

ARTICLE 27-DRUG TESTING PROGRAM PLAN

27.01 Bidders must submit a drug testing program plan to be administered by Bidder as required in IC 36-1-12-24 and defined in IC 4-13-18. If Bidder fails to submit this plan, Bidder's bid will be considered non-responsive.

END OF SECTION

SECTION 00 41 00

BID

INNOVATION PARKWAY-PHASE 1
CONTRACT 1-2019
FLOYD COUNTY COMMISSIONERS

A. Table of Contents

- ARTICLE 1. BID RECIPIENT
- ARTICLE 2. BIDDER'S ACKNOWLEDGEMENTS
- ARTICLE 3. BIDDER'S REPRESENTATIONS
- ARTICLE 4. FURTHER REPRESENTATIONS
- ARTICLE 5. BASIS OF BID
- ARTICLE 6. TIME OF COMPLETION
- ARTICLE 7. ATTACHMENTS TO THIS BID
- ARTICLE 8. DEFINED TERMS
- ARTICLE 9. COMMUNICATIONS
- ARTICLE 10. BID SUBMITTAL

ARTICLE 1-BID RECIPIENT

1.01 Bids to be received until ~~3 P.M.~~ ^{6:00 Pm} local time, ~~July 29, 2019.~~ ^{Aug. 6, 2019} > Per Addendum # 1

1.02 This Bid is submitted to: Floyd County Commissioners
2524 Corydon Pike, Suite 204
New Albany, IN 47150

1.03 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 Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

2.02 Bidder will sign and deliver the required number of counterparts of the Agreement with the bonds, insurance certificates and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

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:

Date:	Addendum Number:
<u>July 24, 2019</u>	<u>1</u>
<u>Aug. 1, 2019</u>	<u>2</u>
<u>Aug. 2, 2019</u>	<u>3</u>

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; 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 the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any 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 required 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 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 performance of the Work for which this Bid is submitted.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and 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 4--FURTHER REPRESENTATIONS

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 anything 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 noncompetitive 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 noncompetitive 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.

E. Bidder intends to contribute no less than 15% of the Bidder's total contract price by contributions made directly by the Bidder in the form of work, materials, or services by Bidder or Bidder's employees.

ARTICLE 5-BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

The following abbreviations may be used in this Bid:

CIP	-	Complete in Place	LS	-	Lump Sum
CY	-	Cubic Yard	LT	-	Left
DI	-	Ductile Iron	MBF	-	Thousand Board Feet
DIA	-	Diameter	MFOB	-	Thousand Freight-On-Board
EA	-	Each	MH	-	Manhole
EST	-	Estimate(d)	RCP	-	Reinforced Concrete Pipe
EXCL	-	Excluding	RT	-	Right
FT	-	Feet	SF	-	Square Foot
GAL	-	Gallon	STA	-	Station
HERCP	-	Horizontal Elliptical RCP	SY	-	Square Yard
HRS	-	Hours	T	-	Ton
IN	-	Inch	VLF	-	Vertical Linear Foot
INCL	-	Including	W/	-	With
LBS	-	Pounds	W/O	-	Without
LF	-	Linear Foot			

BIDDERS SHOULD NOT ADD ANY CONDITIONS OR QUALIFYING STATEMENTS TO THIS BID OR THE BID MAY BE DECLARED IRREGULAR AS NOT BEING RESPONSIVE TO THE INSTRUCTIONS TO BIDDERS.

BID

INNOVATION PARKWAY-PHASE 1
 CONTRACT 1-2019
 FLOYD COUNTY COMMISSIONERS

The following prices per item shall be for furnishing and installing the various items of material and work as specified and shown on the Drawings. Bidder agrees to perform the Work as shown on the Drawings and described in the Specifications for the following listed prices. Bidder acknowledges that unit prices have been computed in accordance with Paragraph 13.03.B 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.

NOTE: A price must be bid for each item in the Bid, even though the estimated quantity is zero. Unbalanced or unreasonable unit prices may cause rejection of the Bid.

See Section 01 29 00-Contract Considerations for discussion of cash allowances to include in the Bid.

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
General					
1.	Mobilization/Demobilization	1	LS	\$ 180,000.00	\$ 180,000.00
2.	Bonds and Insurance	1	LS	\$ 50,000.00	\$ 50,000.00
3.	Construction Staking	1	LS	\$ 32,600.00	\$ 32,600.00
4.	Preconstruction Video	1	LS	\$ 2,500.00	\$ 2,500.00
5.	Construction Engineering	1	LS	\$ 75,000.00	\$ 75,000.00

Item No.	Description	INDOT Number	Estimated Quantity	Unit	Bid Unit Price	Bid Price
Innovation Parkway-Phase 1-Road						
6.	Clearing Right of Way	201-52370	1	LS	\$ ^{DMV} 55,000.00	\$ ^{DMV} 55,000.00
7.	Excavation, Common	203-02000	10,420.	CY	\$ 12.00	\$ 125,040.00
8.	Geotextile For Pavement Type 1A	214-12236	9,650	SYS	\$ 1.50	\$ 14,475.00
9.	Excavation, Rock (163)	203-02010	200	CY	\$ 90.00	\$ 18,000.00
10.	Borrow	203-02070	10,360	CY	\$ 16.00	\$ 165,760.00
11.	Settlement Plate	204-02290	8	EA	\$ 550.00	\$ 4,400.00
12.	Stake, Settlement	204-08415	16	EA	\$ 350.00	\$ 5,600.00
13.	Storm Water Management Budget	205-12108	1	LS	\$100,000	\$100,000
14.	SWQCP Preparation and Implementation, Level 2	205-12111	1	LS	\$ 7,500.00	\$ 7,500.00

Item No.	Description	INDOT Number	Estimated Quantity	Unit	Bid Unit Price	Bid Price
15.	Subgrade Treatment, Type I	207-08262	4,179	SYS	\$ 4.00	\$ 16,716.00
16.	Subgrade Treatment, Type IB	207-09934	7,573	SYS	\$ 9.50	\$ 71,943.50
17.	B Borrow	211-02050	1,700	CY	\$ 34.00	\$ 57,800.00
18.	Structure Backfill, Type 1	211-09264	1,200	CY	\$ 47.00	\$ 56,400.00
19.	Drying Soils for Embankment	217-11917	125	T	\$ 265.00	\$ 33,125.00
20.	Structure Backfill, Type 5	211-09268	1,200	CY	\$ 110.00	\$ 132,000.00
21.	Compacted Aggregate No. 53	303-00180	2,100	T	\$ 18.00	\$ 37,800.00
22.	Compacted Aggregate No. 8	301-12233	1,100	CY	\$ 35.00	\$ 38,500.00
23.	Joint Adhesive, Intermediate	401-10259	1,720	LF	\$ 0.40	\$ 688.00
24.	Asphalt for Tack Coat	406-05520	4	T	\$ 600.00	\$ 2,400.00
25.	Joint Adhesive, Surface	401-10258	1,720	LF	\$ 0.40	\$ 688.00
26.	QC/QA-HMA, 2, 64, Surface, 9.5 MM	401-10258	621	T	\$ 70.00	\$ 43,470.00
27.	QC/QA-HMA, 2, 64, Intermediate, 19.0 MM	401-07390	1,050	T	\$ 60.00	\$ 63,000.00
28.	QC/QA-HMA, 2, 64, Base, 25.0 MM	401-07407	1,195	T	\$ 57.00	\$ 68,115.00
29.	HMA for Approaches, Type B	610-07487	255	T	\$ 130.00	\$ 33,150.00
30.	Mulching Material	621-06565	3.30	T	\$ 300.00	\$ 990.00
31.	Fertilizer (20-20-20)	621-06545	0.70	T	\$ 700.00	\$ 490.00
32.	Sodding (Nursery)	621-06574	1,450	SYS	\$ 4.50	\$ 6,525.00
33.	Seed Mix U	621-06554	330	LBS	\$ 1.00	\$ 330.00
34.	Guardrail, MGS W-Beam, 3-FT 1 1/2-IN. Spacing	601-12282	25	LF	\$ 165.00	\$ 4,125.00
35.	Guardrail, W-Beam, 6-FT 3-IN Spacing	601-99105	162.50	LF	\$ 28.00	\$ 4,550.00
36.	Guardrail, Steel Curved Terminal End Section	601-03464	2	EA	\$ 45.00	\$ 90.00
37.	Guardrail MGS W-Beam, 6-FT 3-IN Spacing	601-12281	100	LF	\$ 19.00	\$ 1,900.00
38.	Guardrail, W-Beam, 3-FT 1 1/2-IN Spacing	601-99106	25	LF	\$ 145.00	\$ 4,125.00
39.	Guardrail, End Treatment, OS	601-94689	4	EA	\$ 2,780.00	\$ 11,120.00
40.	Guardrail, Remove	601-02241	50	LF	\$ 10.00	\$ 500.00
41.	Monument, B	615-06505	8	EA	\$ 700.00	\$ 5,600.00
42.	Curb and Gutter, Concrete	605-06140	9,220	LF	\$ 17.00	\$ 156,740.00

Item No.	Description	INDOT Number	Estimated Quantity	Unit	Bid Unit Price	Bid Price
43.	Curb, Turnout	605-94811	18	EA	\$ 670. ⁰⁰	\$ 12,060. ⁰⁰
44.	Guardrail, Terminal System, W-Beam Curved, 4	601-01740	2	EA	\$ 2,890. ⁰⁰	\$ 5,780. ⁰⁰
45.	Riprap, Revetment	616-06405	544	TON	\$ 33. ⁰⁰	\$ 17,952. ⁰⁰
46.	Geotextile For Riprap Type 2B	616-12249	430	SYS	\$ 7. ⁰⁰	\$ 3,010. ⁰⁰
47.	Monument, C	615-06510	5	EA	\$ 631. ⁰⁰	\$ 3,155. ⁰⁰
48.	Pipe, Type 2, Circular, 15-IN	715-05151	6	LF	\$ 90. ⁰⁰	\$ 540. ⁰⁰
49.	Pipe End Section, DIA 12-IN	715-46000	1	EA	\$ 975. ⁰⁰	\$ 975. ⁰⁰
50.	MH, H4	720-91973	2	EA	\$ 11,000. ⁰⁰	\$ 22,000. ⁰⁰
51.	Pipe, Type 4, Circular, 6-IN	715-05048	5,000	LF	\$ 5. ⁰⁰	\$ 25,000. ⁰⁰
52.	Inlet, C15	720-98555	9	EA	\$ 2,500. ⁰⁰	\$ 22,500. ⁰⁰
53.	Pipe, Type 1, Circular, 18-IN	715-05121	91	LF	\$ 32. ⁰⁰	\$ 2,912. ⁰⁰
54.	Inlet, F7	720-45035	5	EA	\$ 2,000. ⁰⁰	\$ 10,000. ⁰⁰
55.	Pipe, Type 2, Circular, 12-IN	715-05149	1,053	LF	\$ 23. ⁰⁰	\$ 24,219. ⁰⁰
56.	Pipe, Type 2, Circular, 18-IN	715-05152	405	LF	\$ 30. ⁰⁰	\$ 12,150. ⁰⁰
57.	Pipe, Type 2, Circular, 24-IN	715-05154	293	LF	\$ 39. ⁰⁰	\$ 11,427. ⁰⁰
58.	Structure, Reinforced Concrete, 3-Sided Section 168-IN X	723-12330	46	LF	\$ 1,650. ⁰⁰	\$ 75,900. ⁰⁰
59.	Pipe, Type 2, Circular, 54-IN	715-05162	175	LF	\$ 175. ⁰⁰	\$ 30,625. ⁰⁰
60.	Pipe, Type 2, Circular, 60-IN	715-05163	130	LF	\$ 225. ⁰⁰	\$ 29,250. ⁰⁰
61.	Stormwater Treatment System	715-08048	2	EA	\$ 23,000. ⁰⁰	\$ 46,000. ⁰⁰
62.	Pipe End Section, DIA15-IN	715-46005	1	EA	\$ 800. ⁰⁰	\$ 800. ⁰⁰
63.	Pipe End Section, DIA18-IN	715-46010	5	EA	\$ 850. ⁰⁰	\$ 4,250. ⁰⁰
64.	Pipe End Section, DIA 24-IN	715-46020	1	EA	\$ 880. ⁰⁰	\$ 880. ⁰⁰
65.	Geotextiles for Underdrain, Type 1A	718-12305	4,275	SYS	\$ 0.85	\$ 3,633. ⁷⁵
66.	Aggregate for Underdrains	718-52610	380	CY	\$ 38. ⁵⁰	\$ 14,630. ⁰⁰
67.	Inlet, E7	720-45030	4	EA	\$ 1,900. ⁰⁰	\$ 7,600. ⁰⁰
68.	MH, C4	720-45410	2	EA	\$ 3,200. ⁰⁰	\$ 6,400. ⁰⁰
69.	Inlet, B15	720-98174	9	EA	\$ 2,100. ⁰⁰	\$ 18,900. ⁰⁰
70.	Structure, Reinforced Concrete, Three-Sided Sections	723-11210	41	LF	\$ 1,700. ⁰⁰	\$ 69,700. ⁰⁰

Item No.	Description	INDOT Number	Estimated Quantity	Unit	Bid Unit Price	Bid Price
71.	Structure, Reinforced Concrete, Three-Sided Sections	723-11216	123	LF	\$ 1,500. ⁰⁰	\$ 184,500. ⁰⁰
72.	Structure, Reinforced Concrete, Three-Sided Sections	723-11676	16	LF	\$ 1,200. ⁰⁰	\$ 19,200. ⁰⁰
73.	Maintaining Traffic	801-06775	1	LS	\$ 17,000. ⁰⁰	\$ 17,000. ⁰⁰
74.	Sign Post, Square Type 1 Unreinforced Anchor Base	802-05704	70	LF	\$ 12. ⁰⁰	\$ 840. ⁰⁰
75.	Line, Thermoplastic, Solid, Yellow, 4-IN	808-75245	1,886	LF	\$ 1.25	\$ 2,357. ⁵⁰
76.	Sign, Sheet, W/Legend, 0.080-IN	802-09838	36.2	SF	\$ 12. ⁰⁰	\$ 434. ⁴⁰
77.	Line, Thermoplastic, Solid, Yellow, 6-IN	808-75247	390	LF	\$ 3.45	\$ 1,345. ⁵⁰
78.	Transverse Marking, Thermoplastic, Stop Line, White, 2	808-75297	16	LF	\$ 10. ⁰⁰	\$ 160. ⁰⁰
79.	Barricade, III-A	801-07118	36	LF	\$ 10. ⁰⁰	\$ 360. ⁰⁰
80.	Construction Sign, A	801-06640	2	EA	\$ 165. ⁰⁰	\$ 330. ⁰⁰
81.	Road Closure Sign Assembly	801-04308	1	EA	\$ 205. ⁰⁰	\$ 205. ⁰⁰

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
Innovation Parkway-Phase 1-Utilities					
82.	Provide Signage, Barricades, Flagman, Temporary Fencing, etc. for Traffic Control and Safety for the Construction Site	1	LS	\$ 2,500. ⁰⁰	\$ 2,500. ⁰⁰
83.	Furnish and Install 12-IN DI Water Main, Open Cut	1,470	LF	\$ 70. ⁰⁰	\$ 102,900. ⁰⁰
84.	Furnish and Install 14-IN DR 9 HDPE, Horizontal Directional Drill	50	LF	\$ 525. ⁰⁰	\$ 26,250. ⁰⁰
85.	Furnish and Install 24-IN Steel Casing with 12-IN RJ DI Carrier Pipe INCL Appurtenances, Open Cut	50	LF	\$ 350. ⁰⁰	\$ 17,500. ⁰⁰
86.	Furnish and Install 24-IN Steel Casing with 12-IN RJ DI Carrier Pipe INCL Appurtenances, Bore and Jack	160	LF	\$ 450. ⁰⁰	\$ 72,000. ⁰⁰
87.	Furnish and Install 12-IN RJ DI Water Main, Open Cut	160	LF	\$ 110. ⁰⁰	\$ 17,600. ⁰⁰
88.	Furnish and Install 12-IN C900 PVC Water Main, Open Cut	1,610	LF	\$ 50. ⁰⁰	\$ 80,500. ⁰⁰
89.	Furnish and Install 24-IN Steel Casing with 12-IN RJ C900 PVC Carrier Pipe INCL Appurtenances, Open Cut	240	LF	\$ 180. ⁰⁰	\$ 43,200. ⁰⁰
90.	Furnish and Install 10-IN C900 PVC Water Main, Open Cut	560	LF	\$ 45. ⁰⁰	\$ 25,200. ⁰⁰
91.	Furnish and Install 24-IN Steel Casing W/10-IN RJ C900 PVC Carrier Pipe INCL Appurtenances, Open Cut	90	LF	\$ 190. ⁰⁰	\$ 17,100. ⁰⁰

92.	Furnish and Install 8-IN C900 PVC Water Main, Open Cut	390	LF	\$ 55. ⁰⁰	\$ 21,450. ⁰⁰
93.	Furnish and Install Fire Hydrant, INCL 6-IN Gate Valve and Box, Pipe and Connection to Water Main	9	EA	\$ 4,200. ⁰⁰	\$ 37,800. ⁰⁰
94.	Furnish and Install 12-IN Gate Valve and Box	9	EA	\$ 3,000. ⁰⁰	\$ 27,000. ⁰⁰
95.	Furnish and Install 8-IN Gate Valve and Box	4	EA	\$ 2,000. ⁰⁰	\$ 8,000. ⁰⁰
96.	Flowable Fill Backfill	550	LF	\$ 51. ⁰⁰	\$ 28,050. ⁰⁰
97.	Cut and Repair Asphalt Street	60	LF	\$ 115. ⁰⁰	\$ 6,900. ⁰⁰
98.	Furnish and Install 4-IN PVC SDR 21 Force Main, Open Cut	1,660	LF	\$ 15. ⁰⁰	\$ 24,900. ⁰⁰
99.	Furnish and Install 4-IN RJ PVC SDR 21 Force Main, Open Cut	150	LF	\$ 24. ⁰⁰	\$ 3,600. ⁰⁰
100.	Furnish and Install 6-IN DR-9 HDPE Force Main, Horizontal Directional Drill	60	LF	\$ 300. ⁰⁰	\$ 18,000. ⁰⁰
101.	Furnish and Install 12-IN Steel Casing Pipe W/ 4-IN RJ PVC SDR 21 Carrier Pipe INCL Appurtenances, Bore and Jack	100	LF	\$ 310. ⁰⁰	\$ 31,000. ⁰⁰
102.	Furnish and Install 3-IN PVC SDR 21 Force Main	1,170	LF	\$ 16. ⁰⁰	\$ 18,720. ⁰⁰
103.	Furnish and Install 8-IN PVC SDR 26 Gravity Sewer, 10-FT to 12-FT Invert	250	LF	\$ 95. ⁰⁰	\$ 23,750. ⁰⁰
104.	Furnish and Install 8-IN PVC SDR 26 Gravity Sewer, 8-FT to 10-FT Invert	640	LF	\$ 34. ⁰⁰	\$ 21,760. ⁰⁰
105.	Furnish and Install 8-IN PVC SDR 26 Gravity Sewer, <8-FT Invert	230	LF	\$ 68. ⁰⁰	\$ 15,640. ⁰⁰
106.	Furnish and Install Tracer Wire	9,500	LF	\$ 0.22	\$ 2,090. ⁰⁰
107.	Furnish and Install 4-IN Plug Valve and Box	2	EA	\$ 1,350. ⁰⁰	\$ 2,700. ⁰⁰
108.	Furnish and Install Force Main Connection to MH	2	EA	\$ 4,750. ⁰⁰	\$ 9,500. ⁰⁰
109.	Furnish and Install Air/Vacuum Relief Valve and Vault	2	EA	\$ 4,750. ⁰⁰	\$ 9,500. ⁰⁰
110.	Furnish and Install 4-FT DIA MH, ≥10-FT to Invert	3	EA	\$ 3,500. ⁰⁰	\$ 10,500. ⁰⁰
111.	Furnish and Install 4-FT DIA MH, <10-FT to Invert	7	EA	\$ 3,500. ⁰⁰	\$ 24,500. ⁰⁰
112.	Restoration (for Water and Sanitary Work)	1	LS	\$ 15,000. ⁰⁰	\$ 15,000. ⁰⁰
113.	190 GPM Lift Station, EXCL Fencing, Building, Electrical, and Site Work	1	LS	\$ 135,000. ⁰⁰	\$ 135,000. ⁰⁰
114.	Lift Station Site Work and Drive	1	LS	\$ 25,000. ⁰⁰	\$ 25,000. ⁰⁰
115.	Lift Station Electrical and Controls	1	LS	\$ 100,000. ⁰⁰	\$ 100,000. ⁰⁰
116.	Lift Station Flow Meter	1	LS	\$ 22,153. ³⁵	\$ 22,153. ³⁵

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
117.	Lift Station Fencing	1	LS	\$ 10,000.00	\$ 10,000.00
118.	Electrical Service Allowance Section 26 21 00-Electrical Service System	1	LS	\$5,000	\$5,000
119.	Allowance for Rock Excavation for Utilities (Water and Sanitary Only) Division 50-Standard Specification for Utility and Street Construction in Indiana	250	CY	\$ 300.00	\$ 75,000.00

COMPUTED TOTAL BID CONTRACT 1-2019 (ITEMS 1 THROUGH 119)

THREE MILLION FIVE HUNDRED THIRTY FIVE THOUSAND DOLLARS & ZERO CENTS Dollars \$ 3,535,000.00
 (Words) (Numbers)

ARTICLE 6--TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete on or before September 1, 2020 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 31, 2020.

In addition to the required Substantial and Final Completion time, there are Milestones by which certain times of Work must be completed. See General Requirements for Milestone requirements.

Milestone 1 November 30, 2019

Milestone 2 June 21, 2020

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 in the form of Bid Bond
(Bond or Certified Check)
- B. State Board of Accounts Form 96.
- C. Non-collusion affidavit included in State Board of Accounts Form 96, Part II, Sections IV and V.
- D. Financial Statement per IC 36-1-12-4(b)(6) on State Board of Accounts Form 96, such as the included Standard Questionnaires and Financial Statement for Bidder, Form 96A, or an equivalent form.
- E. Anti-discrimination provisions required by IC 5-16-6-1.
- F. E-Verify affidavit required by IC 22-5-1.7-11.
- G. As required by IC 5-16-13-11(1), E-Verify case verification number for each individual, who is required to be verified pursuant to IC 22-5-17, or will provide prior to the issuance of a Notice to Proceed.
- H. Drug Testing Plan Certification and accompanying Drug Testing Program Plan provided by Bidder required by IC 36-1-12-24.

ARTICLE 8--DEFINED TERMS

8.01 The terms used in this Bid with initial or all capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9-COMMUNICATIONS

9.01 Communications concerning this Bid shall be addressed to the address of Bidder indicated below:

Name: Bryan Winslow - Chief Estimator
Street: 1908 Unruh Ct.
City, State, Zip Code: New Albany, IN 47150
Phone No.: 812-941-7895 Fax No.: 812-941-0699
E-mail address: bryanw@macconstruction.com

ARTICLE 10-BID SUBMITTAL

Submitted on Aug. 6 2019

State Contractor License Number FEIN 35-1487672 (if applicable).

Required E-Verify Case Verification Numbers Provided Yes No See Attached

INDOT Approved Contractor Expiration Date April 30, 2020

Department of Administration Approved Contractor Expiration Date June 14, 2020

If Bidder is: N/A

An Individual

By: _____

(Individual's signature)

Name (typed or printed): _____

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

A Partnership N/A

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

A Corporation

Corporation Name: MAC Construction + Excavating, Inc. (SEAL)

State of Incorporation: Indiana - 1980

Type (General Business, Professional, Service, Limited Liability): General Business

By: _____

(Signature -- attach evidence of authority to sign) See Attached

Name (typed or printed): Chad M. Urruh

Title: C.E.O. (CORPORATE SEAL)

Attest Bryan W. Urruh

Bryan Wickens - Corp. Secretary

(Signature of Corporate Secretary)

Business address: 1908 Urruh Ct.

New Albany, IN 47150

Phone No.: 812-941-7895 Fax No.: 812-941-0699

E-mail address: chadu@macconstruction.com

Date of Qualification to do business in (State where the Project is located) is _____

Indiana - July 1, 1980

Sworn and subscribed to before me this

6th day of Aug., 2019

[Signature]

Notary Public or Other Officer
Authorized to Administer Oaths.

My Commission expires: Nov. 30, 2021

A *Limited Liability Company* (Note: If member-managed, an authorized member must sign; if manager-managed, the authorized manager must sign. Attach evidence of authority to sign on behalf of LLC). *N/A*

(Fill in complete name of LLC)

State of Formation: _____

By: _____
(Signature)

_____, [Member] [Manager]
(Print Name)

Business Address: _____

Telephone.: _____

Email: _____

Fax: _____

A Joint Venture N/A

Name of Joint Venture: _____

First Joint Venturer Name: _____(SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

Second Joint Venturer Name: _____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

Phone No., Fax No., and postal and E-mail address for receipt of official communications:

(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.)

Sworn and subscribed to before me this
_____ day of _____, _____

Notary Public or Other Officer
Authorized to Administer Oaths.
My Commission expires: _____

END OF SECTION

5% BID BOND

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

BIDDER (Name and Address):

MAC Construction & Excavating, Inc.
1908 Unruh Court
New Albany, IN 47150

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

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER (Name and Address):

Floyd Co. Commissioners, IN
2524 Corydon Pike
New Albany, IN 47150

BID

Bid Due Date: August 6, 2019

Description (Project Name— Include Location): Innovation Park Water and Sewer Extensions

BOND

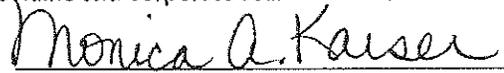
Bond Number: Bid Bond

Date: August 6, 2019

Penal sum	Five Percent of Total Amount Bid	\$	5%
	(Words)		(Figures)

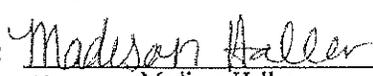
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	SURETY
MAC Construction & Excavating, Inc.	Travelers Casualty and Surety Company of America
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal

By: 	By: 
Signature	Signature (Attach Power of Attorney)

<u>Chad M. Unruh</u>	<u>Monica A. Kaiser</u>
Print Name	Print Name

<u>C.E.O.</u>	<u>Attorney-in-Fact</u>
Title	Title

Attest: 	Attest: 
Signature	Signature
<u>Bryan Wickens</u>	<u>Madison Haller</u>
Corporate Secretary	Madison Haller
Title	Title Witness

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

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



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

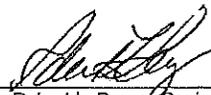
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Monica A. Kaiser** of **LOUISVILLE Kentucky**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

City of Hartford ss.

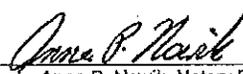
By: 
 Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

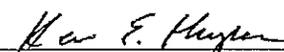
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of August, 2019.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.



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): Aug. 6, 2019

1. Governmental Unit (Owner): Floyd Co. Commissioners, IN
2. County: Floyd
3. Bidder (Firm): MAC Construction & Excavating, Inc.
Address: 1908 Unruh Court
City/State/ZIP code: New Albany, IN 47150
4. Telephone Number: 812-941-7895
5. Agent of Bidder (if applicable): N/A

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Innovation Parkway - Phase I - Contract 7-2019
(Governmental Unit) in accordance with plans and specifications prepared by _____

Strand Associates, Inc. and dated June 19, 2019 for the sum of
THREE MILLION FIVE HUNDRED THIRTY FIVE THOUSAND DOLLARS & ZERO \$ 3,535,000.00
CENTS

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: Floyd Co. Commissioners, IN

Bidder (Firm) MAC Construction & Excavating, Inc.

Date (month, day, year): Aug. 4, 2019

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 Attachment -	A	

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 Attachment -	B	

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.

Presnell Associates 717 W. Main St., Louisville KY 40202

Koetter Construction 7393 Pete Andres Road, Floyds Knobs, IN 47119

Pinnacle Properties, P.O. Box 43957, Louisville, KY 40253

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.)

MOBILIZATION, EROSION CONTROL, TRAFFIC CONTROL, CLEARING, INSTALL
UTILITIES & STORM PIPE, INCLUDING BOX CULVERTS PER MILESTONE, EARTH WORK
AND CONSTRUCT NEW ROAD

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 Attachment - C

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.

DOWNTOWN EARTH - JACK & BORE

C-TECH - GUARD RAIL

BOB RAY COMPANY - CLEARING

FOX CONTRACTING - CONCRETE CURB

PROFESSIONAL FENCE - FENCE

§ TO BE COMPLETED PRIOR TO CONTRACT APPROVAL
CMU

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 Attachment - D

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

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

SEE ATTACHMENT - E

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 NEW ALBANY, IN this 6th day of August, 2019

MAC Construction & Excavating, Inc.
(Name of Organization)

By 

Chad M. Unruh - C.E.O.
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
) ss
COUNTY OF Floyd)

Before me, a Notary Public, personally appeared the above-named Chad M. Unruh - C.E.O. and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 6th day of Aug., 2019.


Notary Public

APRIL D. GLOVER

My Commission Expires: NOV. 30, 2021

County of Residence: Floyd

BID OF

MAC Construction & Excavating, Inc.

(Contractor)

1908 Unruh Court

(Address)

New Albany, IN 47150

FOR

PUBLIC WORKS PROJECTS

OF

Floyd Co. Commissioners, IN -

Innovation Parkway - Phase I

Contract 1-2019

Filed

August 6, 2019

Action taken

CONTRACTOR'S FINANCIAL STATEMENT

Submitted by MAC CONSTRUCTION & EXCAVATING, INC.

A Corporation
A Co-partnership
An Individual

with principal office at 1908 UNRUH COURT, NEW ALBANY, IN 47150

To Floyd Co. Commissioners, IN

Conditions at close of business SEE ATTACHED - E

		ASSETS	Dollars		Cts.
1	Cash: (a) on hand \$..... (b) in bank \$..... (c) elsewhere \$.....				
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				
	(b) Retainage to date, due upon completion of contracts				
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.				
8	Real Estate: (a) Used for business purposes				
	(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)				
	(b) other materials (present value)				
11	Equipment, book value				
12	Furniture and fixtures, book value				
13	Other assets				
		Total Assets			
		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				
	(b) Past due				
3	Real estate encumbrances				
4	Other liabilities				
5	Reserves				
6	Capital stock paid up (a) Common				
	(b) Common				
	(c) Preferred				
	(d) Preferred				
7	Surplus (net worth)				
		Total Liabilities			
		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 (b) deposited in banks named below (c) elsewhere - (state where)	\$ \$ \$
----------	------	--	----------------------------------

NAME OF BANK	LOCATION	DEPOSIT IN NAME	AMOUNT

2*	Notes receivable	(a) due within 90 days (b) due after 90 days (c) past due	\$ \$ \$
-----------	------------------	---	----------------------------------

RECEIVABLES FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY HOW SECURED	AMOUNT

Have any of the above discounted or sold? If so, state amount, to whom, and reason.

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

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE

Have any of the above discounted or sold? 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	\$
	(b) Retainage to date due upon completion of contract	\$

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 sold, assigned or pledged? If so, amount, to whom and reason.

* List separately each item amounting to 10 percent or more of the total and combine the remainder.

5* Accounts receivable not from construction contracts \$

RECEIVABLES 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 RECEIVABLE	AMOUNT
.....
.....
.....

7 Interest accrued on loans, securities, etc. \$

ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT
.....
.....
.....

8 Real estate book value { (a) used for business purposes \$
 (b) not used for business purposes \$

DESCRIPTION OF PROPERTY	IMPROVEMENTS		TOTAL BOOK VALUE
	NATURE OF IMPROVEMENTS	BOOK VALUE	
1
2
3
4
5
6
7

LOCATION	Held in whose name	ASSESSED VALUE	AMOUNT OF ENCUMBRANCES
1
2
3
4
5
6
7

* List separately each item amounting to 10 percent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (Continued)

9	Stocks and bonds	(a) Listed - present market value	\$
		(b) Unlisted - present value	\$

	DESCRIPTION	ISSUING COMPANY	LIST NT. OR DIV. PAID <hr style="width: 50px; margin: 0 auto;"/> DATE %	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)		\$
	(b) Other materials (present value)		\$

DESCRIPTION OF MATERIAL	QUANTITY	PRESENT VALUE	
		FOR UNCOMPLETED CONTRACTS	OTHER MATERIALS
.....
.....
.....
.....

11*	Equipment at book value	\$
------------	-------------------------------	----------

QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS	AGE OF ITEM	PURCHASE PRICE	DEPRECIATION CHARGED OFF	BOOK VALUE
.....
.....
.....

Are there any liens against the above? If so, state total amount \$

* 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	\$
13	Other assets	\$

DESCRIPTION	AMOUNT

Total Assets:

DETAILS RELATIVE TO LIABILITIES

1	{	(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	{	(a) Not past due	\$
		(b) Past due	\$

TO WHOM: NAME AND ADDRESS	FOR WHAT	DATE PAYABLE	AMOUNT

3	Real estate encumbrances (see Item 8, Assets)	\$
4	Other liabilities	\$

DESCRIPTION	AMOUNT

5	Reserves	\$
----------	----------------	----------

INTEREST	INSURANCE	BLDGS & FIX.	PLANT DEPT.	TAXES	BAD DEBTS
\$	\$	\$	\$	\$	\$

6	{	Capital Stock paid up { (a) Common	\$
		(b) Preferred	\$

7	Surplus	\$
----------	---------------	----------

Total Liabilities:

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 submitter a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

NOTE: A co-partnership must give firm name and signature of all partners. A corporation must give full corporate name, signature of official and affix corporate seal.

MAC CONSTRUCTION & EXCAVATING, INC.

[Signature]
Chad M. Unruh - C.E.O.

Affidavit for Individual

STATE OF)
COUNTY OF) SS:

being duly sworn, deposes and says thereof 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.

(Applicant must sign here)

Subscribed and sworn to me this day of 20

Notary Public

Affidavit for Co-Partnership

STATE OF)
COUNTY OF) SS:

being duly sworn, deposes and says that he is a member of the firm of and that he is familiar with the books of said firm showing its financial condition; that the foregoing financial statement, taken from the books of said firm, is a true and accurate statement of the financial condition of said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

(Member of firm must sign here)

Subscribed and sworn to me this day of 20

Notary Public

Affidavit for Corporation

STATE OF INDIANA)
COUNTY OF FLOYD) SS:

Chad M. Unruh - C.E.O. being duly sworn, deposes and says that he is a member of the corporation of MAC CONSTRUCTION & EXCAVATING, INC. described in and which executed the foregoing statement; that he is familiar with the books of said corporation showing its financial condition; that the foregoing financial statement, taken from the books of said corporation is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answer to the foregoing interrogatories are true.

(Officer must sign here)

[Signature]
Chad M. Unruh - C.E.O.

Subscribed and sworn to me this 6th day of Aug. 20 19

[Signature]
Notary Public

APRIL D. GLOVER - NOV. 30, 2021
FLOYD CO., IN

ANTI-DISCRIMINATION AFFIDAVIT

- (1) That in the hiring of employees for the performances of work under this agreement or any sub-agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- (2) That no contractor, subcontractor, or any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, religion, color, sex, national origin or ancestry.
- (3) That there may be deducted from the amount payable the Contractor, by Owner, under this Agreement, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
- (4) That this contract may be cancelled or terminated by the State of Indiana or by any municipal corporation thereof, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

The undersigned Bidder being duly sworn on oath says:

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at New Albany, IN this 6th day of Aug., 2019

MAC Construction & Excavating, Inc.
(Name of Organization)

By [Signature]

Chad M. Unruh - C. E. O.
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Floyd)

Chad M. Unruh Being duly sworn, deposes and says that he is _____
C. E. O. of the above MAC Construction & Excavating, Inc.
(Title) (Name of Organization)

and that the statements contained in the foregoing bid, certification and affidavit are true and correct.

Subscribed and sworn to before me this 6th day of Aug., 2019

[Signature]
Notary Public
April D. Glover

My Commission Expires: Nov. 30, 2019

County of Residence: Floyd

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, 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. 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.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Owner, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): MAC Construction & Excavating, Inc.

By (Written Signature): 

(Printed Name): Chad M. Unruh

(Title): C. E. O.

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS:

COUNTY OF Floyd

Subscribed and sworn to before me this 6th day of Aug.,
20 19.

My commission expires: Nov. 30, 2021

(Signed) 

Residing in Floyd

County, State of Indiana

DRUG TESTING PLAN CERTIFICATION

I, Chad M. Unruh - C.E.O., the duly authorized representative of
(name of representative)

MAC Construction & Excavating, Inc., certify that the firm's Employee Drug
(name of firm)

Testing Plan is included with this Bid and that it complies with the requirements set forth
in IC 4-13-18.

NAME OF FIRM MAC Construction & Excavating, Inc.

By: [Signature]

Printed Name: Chad M. Unruh

Title: C.E.O.

STATE OF Indiana)

) SS:

COUNTY OF Floyd)

Before me, a Notary Public for said County and State personally appeared Chad M. Unruh - C.E.O.
who acknowledged the truth of the statements in forgoing affidavit on this 6th day
of Aug., 2019.

[Signature]

April D. Glover, Notary Public

Resident of Floyd County

My Commission Expires:

Nov. 30, 2021

Certificate of Qualification

ISSUED BY

Indiana Department of Transportation

INDIANAPOLIS, IN

May 2, 2019

TO

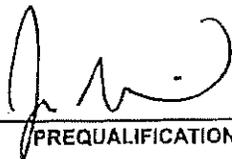
MAC CONSTRUCTION & EXCAVATING

NEW ALBANY, 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 May 1, 2019 Thru April 30, 2020

AGGREGATE	\$UNLIMITED
0085 CLEAN/SEAL CRACKS/JOINTS: PCCP/HMA PVTM	\$5,000,000
0103 3 SIDED BOX STRUCTURES OVER 20 FOOT SPAN	\$5,000,000
0112 TRENCHLESS PIPE INSTALLATION	\$5,000,000
0135 EARTH RETENTION SYSTEMS: GENERAL	\$5,000,000
0188 FORCE MAINS AND LIFT STATIONS	\$5,000,000
0194 PAVEMENT SEALING: MICROSURFACING	\$5,000,000
0288 PAVEMENT SEALING: SLURRY, FOG AND CHIP	\$5,000,000
0290 SEWER AND PIPE CLEANING AND LINING	\$UNLIMITED
0318 TRAFFIC CONTROL: SNOW AND ICE REMOVAL	\$5,000,000
0333 SOUND BARRIER WALL INSTALLATION	\$1,000,000
0340 STRUCTURAL CONCRETE REPAIR	\$50,000,000
A(B) CONCRETE PAVEMENT: LIMITED	\$10,000,000
B(A) ASPHALT PVTM: W/INDOT CERTIFIED HMA PLANT	\$UNLIMITED
C(A) HEAVY GRADING	\$UNLIMITED
D(A) HIGHWAY OR RAILROAD BRIDGE OVER WATER	\$50,000,000
E(B) SMALL STRUCTURE, CULVERTS AND DRAINAGE I	\$50,000,000
E(F) SURFACE MASONRY AND MISCELLANEOUS CONCRE	\$50,000,000
E(H) DEEP SEWER AND/OR EXCAVATION	\$UNLIMITED



PREQUALIFICATION ENGINEER



COMMISSIONER

E-Verify



Company ID Number: 60405

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	MAC Construction & Excavating, Inc
Company Facility Address	1908 Unruh Court New Albany, IN 47150
Company Alternate Address	P O Box 6787 New Albany, IN 47151
County or Parish	FLOYD
Employer Identification Number	351487672
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

MINUTES OF THE
ANNUAL BOARD OF DIRECTORS MEETING
OF
MAC CONSTRUCTION & EXCAVATING, INC.

Pursuant to Waiver of Notice (a copy of which is attached), an annual meeting of the BOARD OF DIRECTORS of the above corporation was held on March 1, 2019 at the corporation's place of business.

I. QUORUM. A quorum was declared present based on the presence of the following directors:

Victor O. Unruh Travis O. Unruh Chad M. Unruh

Also present was Bryan Wickens, Secretary of the Corporation.

II. CHAIRPERSON AND SECRETARY. Chad M. Unruh was appointed Chairperson of the meeting, and Bryan Wickens was appointed as Secretary of the meeting to prepare a record of the proceedings.

III. ELECTION OF OFFICERS. The following were elected as officers to serve the Corporation during the ensuing year and until the next annual meeting of the Board of Directors or until election and qualification of their successors:

Name : Chad M. Unruh	Name : Travis O. Unruh
Office: Chief Executive Officer	Office: President
Name: Victor O. Unruh	Name: Christopher M. Bane
Office: Vice President	Office: Chief Financial Officer
Name: Bryan Wickens	Name: Darlene S. Cochran
Office: Vice Pres. Admin./General Counsel/ Secretary	Office: Chief Operating Officer

IV. REPORTS

(a) The SECRETARY reported that a waiver of notice of the meeting had been subscribed to by all the directors and was being made a part of the minutes of this meeting.

(b) The SECRETARY reported that the minutes of the previous meeting were being read for approval. The minutes were approved as read.

(c) The financial statements of the Corporation for the year ended December 31, 2018, as audited by BKD, LLP were submitted and approved.

V. CONTRACTUAL AUTHORIZATION.

(a) The President, Chief Executive Officer, Vice President Admin./General Counsel/Secretary, and Chief Financial Officer are the only individuals granted the authority to sign any and all contractual obligations of the Corporation.

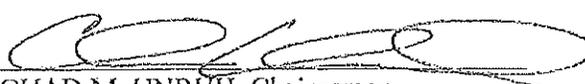
(b) The President and Chief Executive Officer may grant to other Officers or to other representatives of the Corporation certain powers and authority, as they deem necessary, to sign job related documents on behalf of the Corporation. Any such authorities will be identified in writing and will be approved with signatures of the President and Chief Executive Officer.

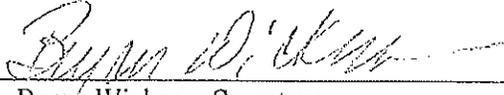
VI. APPROVALS.

(a) The actions and undertakings of the Officers, Employees, and Agents of the corporation for the past year were ratified and approved.

(b) BKD, LLP was selected and approved for recommendation to the Stockholders to continue as the auditors of the Corporation for the year ended December 31, 2019 subject to review by the Board of Directors.

VII. ADJOURN. There being no further business to come before the Directors, the meeting was adjourned.

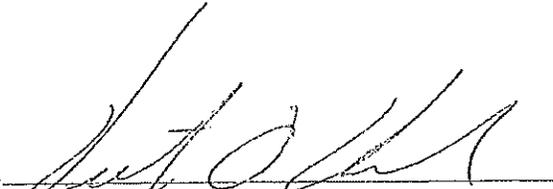

CHAD M. UNRUH, Chairperson


Bryan Wickens, Secretary

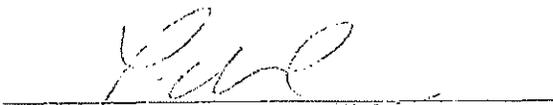
WAIVER OF
NOTICE OF ANNUAL MEETING OF THE
BOARD OF DIRECTORS
OF
MAC CONSTRUCTION & EXCAVATING, INC.

The undersigned DIRECTORS of the above corporation hereby waive(s) notice of the ANNUAL meeting of the BOARD OF DIRECTORS to be held on March 1, 2019 at the Corporation's place of business.

3/1/19
Date


VICTOR O. UNRUH
DIRECTOR

3/1/19
Date


TRAVIS O. UNRUH
DIRECTOR

3/1/19
Date


CHAD M. UNRUH
DIRECTOR

SECTION 00 52 00

AGREEMENT

THIS AGREEMENT is by and between FLOYD COUNTY COMMISSIONERS

(hereinafter called OWNER) and MAC CONSTRUCTION & EXCAVATING, INC.

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, 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:

INNOVATION PARKWAY-PHASE 1

Article 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

CONTRACT 1-2019

Article 3. ENGINEER

3.01 The Project has been designed by Strand Associates, Inc.®

3.02 OWNER has retained Strand Associates, Inc.® ("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

A. 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 Dates for Substantial Completion and Final Payment

A. The Work will be that the Work will be substantially complete on or before September 1, 2020 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 31, 2020.

In addition to the required Substantial and Final Completion times, there are Milestones by which certain items of Work must be completed. See General Requirements for Mileson requirements.

Milestone #1 November 30, 2019

Milestone #2 June 21, 2020

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 4.01 above and that OWNER will suffer financial and other losses 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 penalty):

1. Substantial Completion: CONTRACTOR shall pay OWNER \$1,500 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 \$1,200 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.

4. Milestones: CONTRACTOR shall pay OWNER \$500 for each day that expires after the time (as duly pursuant to the Contract) specified above for achievement of Milestone 1 and Milestone 2, until Milestone 1 and Milestone 2 is achieved.

Article 5. CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

THREE MILLION FIVE HUNDRED THIRTY-FIVE THOUSAND DOLLARS AND NO/100 (\$3,535,000.00)

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

B. All specific cash allowances are included in the Contract Price and have been computed in accordance with Paragraph 13.02 of the General Conditions.

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. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as established at the preconstruction conference during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in Paragraph 2.05.A of 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 in the General Requirements:

1. Prior to Substantial Completion, OWNER will retain an amount equal to 5% of each progress payment application until the Work has been substantially completed.

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 98% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Paragraphs 15.01.C.5 and 15.01.C.6 of the General Conditions and less 200% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

3. In accordance with IC 5-16-5.5-6, retained funds held by OWNER shall be released and paid to CONTRACTOR within sixty-one (61) days following the date of Substantial Completion, less 200% of ENGINEER's estimate of the value of the remaining items of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

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. HIERARCHY

7.01 In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

- | | |
|---------|--------------------------|
| First: | WRITTEN AMENDMENTS |
| Second: | AGREEMENT |
| Third: | CHANGE ORDERS |
| Fourth: | ADDENDA |
| Fifth: | SUPPLEMENTARY CONDITIONS |

Sixth: GENERAL CONDITIONS
Seventh: SPECIFICATIONS
Eighth: DRAWINGS

Figure dimensions (numerical) on Drawings shall take precedence over dimensions measured utilizing a scale.

Article 8. CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. 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.

C. CONTRACTOR is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR is familiar with and is satisfied as to all statutory requirements of IC 5-16-13 for all tiers of contractors and subcontractors, as defined by IC 5-16-13, involved with the Work.

E. CONTRACTOR is not engaged in business with the Government of Iran, as defined by IC 5-22-16.5.

F. 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.

G. 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.

H. 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.

I. 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.

J. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

K. 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.

L. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

M. 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 9. CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 00 52 00-1 through 00 52 00-10, inclusive);
2. Performance bond (pages to 00 61 13.13-1 through 00 61 13.13-3, inclusive);
3. Payment bond (pages 00 61 13.16-1 through 00 61 13.16-3, inclusive);
4. Other bonds
 - a. N/A (pages N/A to N/A, inclusive);
5. General Conditions (pages 00 72 00-1 through 00 72 00-65, inclusive);
6. Supplementary Conditions (pages 00 73 00-1 through 00 73 00-16, inclusive);
7. Specifications as listed in the table of contents of the Project Manual;
8. Drawings—Sheets No. 1 through No. 49 inclusive incorporated herein by reference with each sheet bearing the following general title:

INNOVATION PARKWAY—PHASE 1—ROAD FOR THE FLOYD COUNTY COMMISSIONERS, FLOYD COUNTY, INDIANA

as well as drawings listed in the table of contents that are bound at the back of these specifications.

9. Drawings—Sheets No. 1 through No. 31

inclusive incorporated herein by reference with each sheet bearing the following general title:

**INNOVATION PARKWAY-PHASE 1-UTILITIES FOR THE FLOYD COUNTY
COMMISSIONERS, FLOYD COUNTY, INDIANA**

as well as drawings listed in the table of contents that are bound at the back of these specifications.

10. Addenda (**NO. 1 DATED JULY 24, 2019; NO. 2 DATED AUGUST 1, 2019; AND NO. 3 DATED AUGUST 2, 2019**).

11. Exhibits to this Agreement (enumerated as follows:)

- a. CONTRACTOR's Bid (pages **00 41 00-1** to **00 41 00-15**);
- b. Documentation submitted by CONTRACTOR prior to Notice of Award
(**N/A**);
- c. (**N/A**);

12. The following may be delivered or issued on or after the Effective Date of the Agreement:

- a. Notice to Proceed (pages **00 55 00-1**, inclusive);
- b. Erosion Control Certification (pages **00 55 10-1**, inclusive);
- c. Work Change Directives (not attached to this Agreement);
- d. Change Order(s) (not attached to this Agreement).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 11.01 of the General Conditions.

Article 10. MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. 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, monies that may become due and monies that are 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.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. 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.

10.05 CONTRACTOR's Certifications

A. 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 10.05:

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 or in the Contract execution;

2. "fraudulent practice" means the 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.

10.06 Nonwaiver

A. No provision of the Contract Documents will be deemed waived by reason of one party failing to enforce the provision on one or more occasions. Any such waiver must be in writing.

10.07 Integration

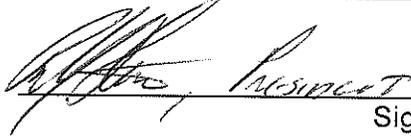
A. The parties' entire agreement is contained in the Contract Documents, and the provisions of the Contract Documents supersede all prior discussions or writings between the parties.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on August 20, 2019, _____ (which is the Effective Date of the Agreement).

OWNER

FLOYD COUNTY COMMISSIONERS



Signature and Title

(Seal)

ATTEST:

By:



Signature and Title

Address for Giving Notices:

Name:

FLOYD COUNTY COMMISSIONERS

Street:

2824 CORYDON PIKE Suite 204

City, State, Zip Code:

NEW ALBANY, IN 47150

Phone:

812-948-5466

Facsimile:

E-mail:

dlopp@floydcounty.in.gov

Designated Representative:

DON LOPP

CONTRACTOR MAC CONSTRUCTION & EXCAVATING, INC.



(Seal)

Signature and Title
Chad M. Unruh - C.E.O.

ATTEST:

By:


Signature and Title
Bryan Wickens - Corporate Secretary

Address for Giving Notices:

Name: MAC Construction & Excavating, Inc.

Street: 1908 Unruh Court

City, State, Zip Code: New Albany, IN 47150

Phone: 812-941-7895

Facsimile: 812-941-0699

E-mail: bryanw@macconstruction.com

Designated Representative: Bryan Winslow - Chief Estimator

License No.: FEIN 35-1487672

(Where applicable)

(If CONTRACTOR is a corporation, limited liability company, or a partnership, attach evidence of authority to sign.)

**MINUTES OF THE
ANNUAL BOARD OF DIRECTORS MEETING
OF
MAC CONSTRUCTION & EXCAVATING, INC.**

Pursuant to Waiver of Notice (a copy of which is attached), an annual meeting of the BOARD OF DIRECTORS of the above corporation was held on March 1, 2019 at the corporation's place of business.

I. QUORUM. A quorum was declared present based on the presence of the following directors:

Victor O. Unruh Travis O. Unruh Chad M. Unruh

Also present was Bryan Wickens, Secretary of the Corporation.

II. CHAIRPERSON AND SECRETARY. Chad M. Unruh was appointed Chairperson of the meeting, and Bryan Wickens was appointed as Secretary of the meeting to prepare a record of the proceedings.

III. ELECTION OF OFFICERS. The following were elected as officers to serve the Corporation during the ensuing year and until the next annual meeting of the Board of Directors or until election and qualification of their successors:

Name : Chad M. Unruh	Name : Travis O. Unruh
Office: Chief Executive Officer	Office: President
Name: Victor O. Unruh	Name: Christopher M. Bane
Office: Vice President	Office: Chief Financial Officer
Name: Bryan Wickens	Name: Darlene S. Cochran
Office: Vice Pres. Admin./General Counsel/ Secretary	Office: Chief Operating Officer

IV. REPORTS

(a) The SECRETARY reported that a waiver of notice of the meeting had been subscribed to by all the directors and was being made a part of the minutes of this meeting.

(b) The SECRETARY reported that the minutes of the previous meeting were being read for approval. The minutes were approved as read.

(c) The financial statements of the Corporation for the year ended December 31, 2018, as audited by BKD, LLP were submitted and approved.

V. CONTRACTUAL AUTHORIZATION.

(a) The President, Chief Executive Officer, Vice President Admin./General Counsel/Secretary, and Chief Financial Officer are the only individuals granted the authority to sign any and all contractual obligations of the Corporation.

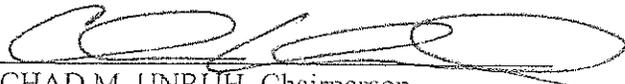
(b) The President and Chief Executive Officer may grant to other Officers or to other representatives of the Corporation certain powers and authority, as they deem necessary, to sign job related documents on behalf of the Corporation. Any such authorities will be identified in writing and will be approved with signatures of the President and Chief Executive Officer.

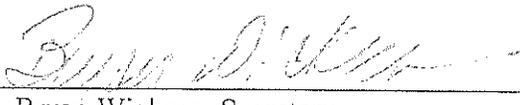
VI. APPROVALS.

(a) The actions and undertakings of the Officers, Employees, and Agents of the corporation for the past year were ratified and approved.

(b) BKD, LLP was selected and approved for recommendation to the Stockholders to continue as the auditors of the Corporation for the year ended December 31, 2019 subject to review by the Board of Directors.

VII. ADJOURN. There being no further business to come before the Directors, the meeting was adjourned.


CHAD M. UNRUH, Chairperson

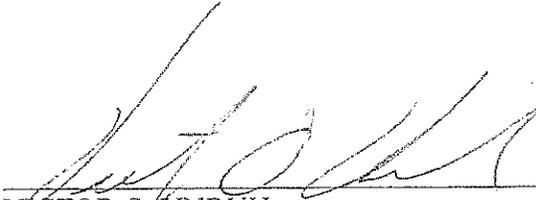

Bryan Wickens, Secretary

WAIVER OF
NOTICE OF ANNUAL MEETING OF THE
BOARD OF DIRECTORS
OF
MAC CONSTRUCTION & EXCAVATING, INC.

The undersigned DIRECTORS of the above corporation hereby waive(s) notice of the ANNUAL meeting of the BOARD OF DIRECTORS to be held on March 1, 2019 at the Corporation's place of business.

3/1/19

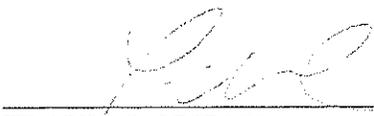
Date



VICTOR O. UNRUH
DIRECTOR

3/1/19

Date



TRAVIS O. UNRUH
DIRECTOR

3/1/19

Date



CHAD M. UNRUH
DIRECTOR

INSTRUCTIONS FOR EXECUTING CONTRACT

The full name and business address of CONTRACTOR should be inserted and the Agreement should be signed with CONTRACTOR's official signature. Please have the name of the signing party printed under all signatures to the Agreement.

If CONTRACTOR is operating as a partnership, each partner should sign the Agreement. If the Agreement is not signed by each partner, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and on behalf of the partnership.

If CONTRACTOR is an individual, the trade name (if CONTRACTOR is operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by other than CONTRACTOR, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's authority to execute such Agreement for and on behalf of CONTRACTOR.

If CONTRACTOR is operating as a limited liability company, and it is member-managed, each member should sign the Agreement, or an authorized member should sign. If the LLC is manager-managed, an authorized manager should sign. If the Agreement is not signed by each member, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and on behalf of the LLC.

If CONTRACTOR is a corporation, the Secretary of the corporation should sign the certificate below. If the Agreement itself is signed by the Secretary of the corporation, the certificate below should be executed by some other officer of the corporation, under the corporate seal. In lieu of the following certificate, there may be attached to the Agreement copies of so much of the records of the corporation which will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the corporate seal to be true copies.

I, Bryan Wickens, certify that I am the Corporate Secretary
(Print Name) (Title of Officer Signing Certificate)

of the corporation named as CONTRACTOR herein above; that Chad M. Unruh
(Print Name of Officer Signing Agreement)

who signed the foregoing Agreement on behalf of CONTRACTOR was then

C.E.O. of said corporation; that said Agreement was duly signed
(Title of Officer Signing Agreement)

for and on behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.


(Corporate Seal) **Bryan Wickens - Corp. Secretary**

END OF SECTION

SECTION 00 55 00
NOTICE TO PROCEED

Dated: 10/17/19

TO: MAC CONSTRUCTION & EXCAVATING, INC.
(CONTRACTOR)

ADDRESS: 1908 UNRUH COURT
NEW ALBANY, IN 47150

PROJECT: INNOVATION PARKWAY-PHASE 1

OWNER'S CONTRACT NO.: 1-2019

CONTRACT FOR: FLOYD COUNTY COMMISSIONERS
INNOVATION PARKWAY-PHASE 1
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Time under the above Contract will commence to run on 18
day of OCTOBER, 2019. On that date, you are to start performing your obligations
under the Contract Documents.

Before you may start any work at the site, Paragraph 2.01.B of the General Conditions provides
that you must deliver to OWNER (with copies to ENGINEER and other identified additional
insureds) certificates of insurance, copies of endorsements, and other evidence of insurance which
you are required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any work at the site, you must attend pre site meeting

(Add Other Requirements)

FLOYD COUNTY COMMISSIONERS
(OWNER)

By: [Signature]
(Authorized Signature)

President
(Title)

END OF SECTION

SECTION 00 55 10

EROSION CONTROL CERTIFICATION

Dated: Sept. 4, 2019

TO: FLOYD COUNTY COMMISSIONERS
(OWNER)

ADDRESS: 2524 CORYDON PIKE, SUITE 204
NEW ALBANY, IN 47150

PROJECT: INNOVATION PARKWAY-PHASE 1

OWNER'S CONTRACT NO.: 1-2019

CONTRACT FOR: FLOYD COUNTY COMMISSIONERS
INNOVATION PARKWAY-PHASE 1, CONTRACT 1-2019
(Insert name of Contract as it appears in the Bidding Documents)

I certify under penalty of law that I understand the terms and conditions of the General National Pollutant Discharge Elimination System (NPDES) Permit that authorizes the stormwater discharges associated with industrial activities from the construction site and as may be detailed in the Contract Documents.

I agree to indemnify and hold OWNER harmless from any claims, demands, suits, causes of action, settlements, fines, or judgments and the costs of litigation, including, but not limited to, reasonable attorneys fees and costs of investigation and arising from a condition, obligation, or requirement assumed or to be performed by CONTRACTOR for storm water pollution and erosion control.

Fines and other costs incurred against OWNER for CONTRACTOR's failure to provide the required erosion control practices will be paid by CONTRACTOR.

MAC CONSTRUCTION & EXCAVATING, INC.
(CONTRACTOR)

By: 
(Authorized Signature)

Chad M. Unruh - C.E.O.
(Title)

END OF SECTION

PERFORMANCE BOND

CONTRACTOR (name and address):

MAC Construction & Excavating, Inc.
 1908 Unruh Court
 New Albany, IN 47150

SURETY (name and address of principal place of business):

Travelers Casualty and Surety Company of America
 One Tower Square
 Hartford, CT 06183

OWNER (name and address):

Floyd County Commissioners
 2524 Corydon Pike New Albany, IN 47150

CONSTRUCTION CONTRACT

Effective Date of the Agreement: August 20, 2019

Amount: Three Million Five Hundred Thirty Five Thousand and 00/100 (\$3,535,000.00)

Description (name and location): Innovation Parkway - Phase 1 - Contract 1-2019

BOND

Bond Number: 107141845

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): September 4, 2019

Amount: Three Million Five Hundred Thirty Five Thousand and 00/100 (\$3,535,000.00)

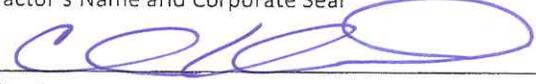
Modifications to this Bond Form: None See Paragraph 16

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

MAC Construction & Excavating, Inc. _____ (seal)

Contractor's Name and Corporate Seal

By: 
 Signature

Chad M. Unruh

Print Name

C.E.O.

Title

Attest: 
 Signature

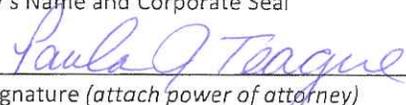
Bryan Wickens-Corporate Secretary

Title

SURETY

Travelers Casualty and Surety
 Company of America

 Surety's Name and Corporate Seal

By: 
 Signature (attach power of attorney)

Paula J. Teague

Print Name

Attorney-in-Fact

Title

Attest: 
 Signature Michael W. Baxter

Witness

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.

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

EJCDC® C-610, Performance Bond

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.

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.

~~15. Modifications to this Bond are as follows:~~

PAYMENT BOND

CONTRACTOR (name and address):

MAC Construction & Excavating, Inc.
1908 Unruh Court
New Albany, IN 47150

SURETY (name and address of principal place of business):

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER (name and address): Floyd County Commissioners
2524 Corydon Pike New Albany, IN 47150

CONSTRUCTION CONTRACT

Effective Date of the Agreement: August 20, 2019
Amount: Three Million Five Hundred Thirty Five Thousand and 00/100 (\$3,535,000.00)
Description (name and location): Innovation Parkway - Phase 1 - Contract 1-2019

BOND

Bond Number: 107141845
Date (not earlier than the Effective Date of the Agreement of the Construction Contract): September 4, 2019
Amount: Three Million Five Hundred Thirty Five Thousand and 00/100 (\$3,535,000.00)
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

SURETY

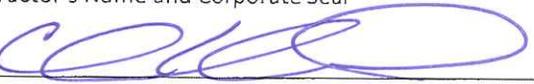
MAC Construction & Excavating, Inc. (seal)

Travelers Casualty and Surety
Company of America (seal)

Contractor's Name and Corporate Seal

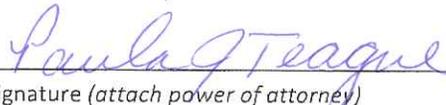
Surety's Name and Corporate Seal

By:



Signature

By:



Signature (attach power of attorney)

Chad M. Unruh

Paula J. Teague

Print Name

Print Name

C.E.O.

Attorney-in-Fact

Title

Title

Attest:



Signature

Attest:



Signature Michael W. Baxter

Bryan Wickens-Corporate Secretary

Witness

Title

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.

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.
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:~~



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Paula J. Teague** of **LOUISVILLE Kentucky**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. **IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019**.



State of Connecticut

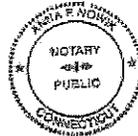
City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **4th** day of **September**, **2019**



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**