

# Board of Public Works and Safety

## Agenda Item

## Cover Sheet

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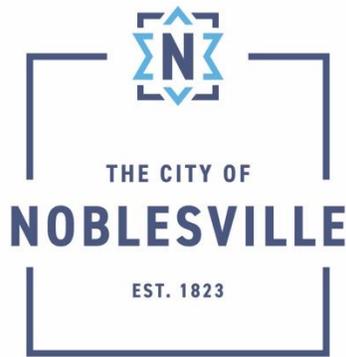
**MEETING DATE:** March 25, 2025

- Consent Agenda Item
- New Item for Discussion
- Previously Discussed Item
- Miscellaneous

**ITEM #: 7**

**INITIATED BY:** Kristyn Parker

- Information Attached
- Verbal
- No Paperwork at Time of Packets



**TO:** Board of Public Works  
**FROM:** Kristyn Parker, Utilities Project Coordinator  
**SUBJECT:** Services Agreement with Sub-Surface of Indiana, Inc.  
**DATE:** March 25, 2025

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**Utilities is requesting Board approval of a Services Agreement with Sub-Surface of Indiana for the Lift Station 2 Interceptor project. This project will be placing a parallel 48" interceptor that will convey sewage from the east side of Noblesville to Lift Station 2 increasing capacity.**

**Bids were opened at the March 11<sup>th</sup> Board of Works meeting. Five bids were received:**

- Atlas Excavating \$2,363,960.00
- Brackney Inc. \$2,218,490.00
- Fox Contractors Corp. \$2,668,558.00
- SLB Pipe Solutions \$2,449,040.00
- Sub-Surface of Indiana \$1,810,740.00

Sub-Surface of Indiana had the lowest most responsive and responsible bid at \$1,810,740.00. Our contract engineers discussed the project with Sub-Surface of Indiana after the bid opening to verify they incorporated all aspects of the project into their bid and they were satisfied with the bid offering.

Utilities recommends approval of the Services Agreement with Sub-Surface of Indiana.

## SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as “Agreement”), entered into by and between the **City of Noblesville, Indiana, a municipal corporation** (hereinafter referred to as “City”) and **Sub-Surface of Indiana, Inc.**, hereinafter referred to as “Contractor”), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

### SECTION I. INTERPRETATION AND INTENT

- 1.1 The “Agreement”, as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the **Exhibit A** attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City’s representatives having drafted all or any portion of this Agreement.
- 1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

### SECTION II. DUTIES OF CONTRACTOR

- 2.1 Contractor shall provide services as specified in **Exhibit A**, attached hereto and incorporated into this Agreement.

### SECTION III. TERM

- 3.1 The term of this Agreement shall begin upon execution and terminate December 31<sup>st</sup>, 2026, (“Termination Date”) unless terminated earlier in accordance with this Agreement.

### SECTION IV. COMPENSATION

- 4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in **Exhibit A**.

Compensation shall not exceed One Million Eight Hundred Ten Thousand Seven Hundred Forty Dollars (\$1,810,740.00).

- 4.2 Funding for a multi-year agreement is not guaranteed. All of the City's obligations under this Agreement shall be subject to annual appropriation and shall not constitute a general obligation or indebtedness of the City.

## **SECTION V. GENERAL PROVISIONS**

- 5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.
- 5.2 Subcontracting.  
Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.3 Necessary Documentation. N/A
- 5.4 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period copies thereof, if requested, shall be furnished at no cost to City.
- 5.5 Ownership.
- 5.5.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.
- 5.5.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be

deemed to be works for hire and are and shall be the exclusive property of City. At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.6 Insurance.

Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products & Completed Ops.
	\$1,000,000 Bodily Injury / Prop. Damage
	\$1,000,000 Personal / Advertising Injury
	\$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability:	\$500,000 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

Limits of Liability	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation / Employer's Liability and Professional/Errors & Omissions policy.

5.7 Termination for Cause or Convenience.

5.7.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.

5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.

5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.7.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.8 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by

giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

- 5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them (“Indemnitees”) from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Contractor’s indemnification under this Section shall survive both final payment and the termination of this Agreement.
- 5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:  
Sub-Surface of Indiana, Inc.  
Attn: Ryan Decker  
7225 W 700 S  
Morgantown, IN 46160

To City:  
Noblesville Utilities  
Attn: Jonathan Mirgeaux  
197 S Washington St.  
Noblesville, IN 46060

*Courtesy Copy:*  
City Attorney  
16 S. 10<sup>th</sup> Street  
Noblesville, IN 46060

- 5.11 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.
- 5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or

transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.13 Conflict of Interest.

5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.

5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.16 Applicable Laws; Forum.

5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.

5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of

Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.

- 5.17 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.
- 5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.19 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.20 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.
- 5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.
- 5.22 Debarment and Suspension
- 5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
- 5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of

intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

5.23 Compliance With E-Verify Program. Pursuant to IC 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”). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

5.23.1 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 5.23, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City 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.

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

5.23.3 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 5.23, Contractor may terminate its contract with the subcontractor for such violation.

5.23.4 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 Contractors enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

Sub-Surface of Indiana, Inc. ("Contractor")

By: Ry Decker

Date: March 17th, 2025

Printed: Ryan Decker

Title: Estimator/Project Manager

Approved by the Board of Public Works and Safety of the City of Noblesville this \_\_\_\_\_ day of \_\_\_\_\_ 202\_.

\_\_\_\_\_  
JACK MARTIN, PRESIDENT

\_\_\_\_\_  
JOHN DITSLEAR, MEMBER

\_\_\_\_\_  
LAURIE DYER, MEMBER

\_\_\_\_\_  
ROBERT J. ELMER, MEMBER

\_\_\_\_\_  
RICK L. TAYLOR, MEMBER

ATTEST:

\_\_\_\_\_  
EVELYN L. LEES, CLERK  
CITY OF NOBLESVILLE, INDIANA

**E-Verify Affidavit**

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City 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 City, 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): Sub-Surface of Indiana, Inc.

By (Written Signature): *Ry Decker*

(Printed Name): Ryan Decker

(Title): Estimator/Project Manager

*Important - Notary Signature and Seal Required in the Space Below*

STATE OF Indiana

SS:

COUNTY OF Johnson

Subscribed and sworn to before me this 17th day of March,  
20 25.

My commission expires: January 3rd, 2032 (Signed) *Patricia A. Hall*

a. Residing in Brown County, State of Indiana





# EXCESS (FOLLOWING FORM) LIABILITY INSURANCE

**THIS POLICY PROVIDES FOLLOWING FORM COVERAGE AND WILL BE CLAIMS-MADE WHEN FOLLOWING CLAIMS-MADE "CONTROLLING UNDERLYING INSURANCE". PLEASE READ THE ENTIRE FORM CAREFULLY.**

Various provisions in this insurance restrict coverage. Read the entire contract carefully to determine rights, duties and what is and is not covered.

Throughout this insurance the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – EXCESS (FOLLOWING FORM) LIABILITY COVERAGE

### 1. INSURING AGREEMENT

- a. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which this insurance applies, provided that the "controlling underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", this insurance does not apply to damages that are in excess of that sublimit unless such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations.
- b. This insurance is subject to:
  - (1) The same terms, conditions, agreements, exclusions and definitions as the "controlling underlying insurance", except with respect to any provisions to the contrary contained in this insurance; and
  - (2) Any additional exclusions not contained in the "controlling underlying insurance" that are contained in any other "underlying insurance".
- c. For the purposes of Paragraph a. above, the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations can only be reduced or exhausted by the following payments:
  - (1) Payments of judgments or settlements for damages that are covered by such "un-

derlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess (Following Form) Liability Insurance Policy, none of such payments can be for damages that would not be covered by this Excess (Following Form) Liability Insurance Policy because of its different policy period; or

- (2) "Medical expenses" incurred for bodily injury caused by an accident that takes place during the policy period of this Excess (Following Form) Liability Insurance Policy.

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations are reduced or exhausted by other payments, this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been reduced or exhausted by such other payments.

### 2. DEFENSE OF CLAIMS OR SUITS

- a. We will have no duty to defend any claim or "suit" regardless of whether the claim or "suit" is for damages to which this insurance applies.
- b. We will have the right but not the duty to associate in the investigation, settlement or defense of any claims or "suits" for damages to which this insurance is likely to apply.
- c. We may investigate and settle any claim or "suit" at our discretion.

d. We will pay, with respect to any claim or "suit" for which we associate in the defense of the claim or "suit" or for which we pay our part of a judgment:

- (1) All expenses we incur.
- (2) The cost of appeal bonds and bonds to release attachments, but only for bond amounts within the "applicable limit of insurance". We do not have to furnish these bonds.
- (3) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the "applicable limit of insurance", we will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the "applicable limit of insurance".

### 3. EXCLUSIONS

In addition to the exclusions contained in any "underlying insurance", the following exclusions apply to this insurance:

#### a. Asbestos

- (1) Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.
- (2) Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that is part of any claim or "suit" which also alleges any damages described in Paragraph (1) of this exclusion.
- (3) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
  - (b) Claim or "suit" by or on behalf of a governmental authority because of

testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

#### b. Employment-Related Practices

Damages because of injury to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraph (1) (a), (b) or (c) of this exclusion.

This exclusion applies:

- (1) Whether the insured may be held liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

#### c. ERISA, COBRA and Similar Laws

Any obligation of the insured under:

- (1) The Employees Retirement Income Security Act Of 1974 (ERISA);
- (2) The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA); or
- (3) Any similar common or statutory law of any jurisdiction;

including any amendments to such laws.

#### d. War

Damages arising out of:

- (1) War, including undeclared or civil war; or

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

## SECTION II- WHO IS AN INSURED

Any person or organization qualifying as an insured under the "controlling underlying insurance" is an insured under this policy.

If you have agreed to provide insurance for that person or organization in a written contract or agreement:

1. The limits of insurance afforded to such person or organization will be:
  - a. The amount by which the minimum limits of insurance you agreed to provide such person or organization in such written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
  - b. The Limits of Insurance of this policy shown in the Declarations;
 whichever is less; and
2. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in such written contract or agreement are wholly within the total limits of insurance of all applicable "underlying insurance".

## SECTION III- LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for all damages covered under this policy, except:
  - a. Damages because of injury or damage included in the "auto hazard"; or
  - b. Damages because of injury or damage for which insurance is provided under any Aircraft Liability coverage included as "controlling underlying insurance" to which no aggregate limit applies.

If a policy of "underlying insurance" that is immediately underlying this policy applies a separate products-completed operations aggregate limit in that same policy, a separate Aggregate Limit will apply to all damages covered under this policy that would have been subject to such products-completed operations aggregate limit in that policy of "underlying insurance".

3. Subject to Paragraph 2. above, the Occurrence Limit is the most we will pay for all damages covered under this policy arising out of any one "event" to which the applicable "controlling underlying insurance" applies a limit of insurance that is separate from the aggregate limit of insurance under that insurance.
4. The limits of this insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months. The policy period begins with the effective date shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period.

## SECTION IV – CONDITIONS

### 1. APPEALS

- a. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit", we may do so.
- b. If we appeal such a judgment, we will pay all costs of the appeal. These sums are in addition to the "applicable limit of insurance". In no event will our liability exceed the "applicable limit of insurance".

### 2. BANKRUPTCY

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.

In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" not become bankrupt or insolvent.

### 3. CANCELLATION

- a. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.

EXCESS (FOLLOWING FORM)

- b. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this insurance is cancelled, we will send such first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

**4. CHANGES**

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this insurance.

**5. DUTIES REGARDING AN EVENT, CLAIM OR SUIT**

- a. You must see to it that we are notified promptly of an "event" which may result in a claim under this insurance. Notice should include:
  - (1) How, when and where the "event" took place; and
  - (2) The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses.
- b. If a claim is made or "suit" is brought against any insured which may result in a claim against this insurance, you must see to it that we receive prompt written notice of the claim or "suit".
- c. The insured must:
  - (1) Cooperate with the "underlying insurers";

- (2) Comply with the terms of the "controlling underlying insurance"; and
  - (3) Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under this policy or any policy of "underlying insurance".
- d. If we associate in the investigation, settlement or defense of any claim or "suit", the insured must cooperate with us.

**6. EXAMINATION OF YOUR BOOKS AND RECORDS**

We may examine and audit your books and records as they relate to this insurance:

- a. At any time during the policy period;
- b. Up to three years after the end of the policy period; and
- c. Within one year after final settlement of all claims under this insurance.

**7. INSPECTIONS AND SURVEYS**

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

**8. LEGAL ACTION AGAINST US**

No person or organization has a right under this insurance:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

- a. Are not payable under the terms of this insurance; or
- b. Are in excess of the "applicable limit of insurance".

An agreed settlement means a settlement and release of liability signed by us, by the insured and by the claimant or the claimant's legal representative.

#### 9. MAINTENANCE OF UNDERLYING INSURANCE

The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess (Following Form) Liability Insurance Policy. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in paragraph 1.c. of Section I – Excess Liability Coverage. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

The first Named Insured shown in the Declarations must give us a written notice of any change in the "underlying insurance" as respects:

- a. Coverage;
- b. Limits of insurance;
- c. Termination of any coverage; or
- d. Exhaustion of aggregate limits.

If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of your "underlying insurance", this insurance is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

#### 10. OTHER INSURANCE

This insurance is excess over any valid and collectible other insurance whether such other insurance is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance or as quota share with this insurance.

As used anywhere in this policy, other insurance:

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
  - (1) Another insurance company;

- (2) Us or any of our affiliated insurance companies;
- (3) Any risk retention group;
- (4) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance; or
- (5) Any similar risk transfer or risk management method.

- b. Does not include any "underlying insurance".

#### 11. OUR RIGHT TO RECOVER FROM OTHERS

If we make a payment under this insurance, the insured will assist us and the "underlying insurer" in recovering what we paid by using the insured's rights of recovery. Reimbursement will be made in the following order:

- a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance";
- b. Next, to us; and
- c. Then, to any person or organization (including the insured and the "underlying insurer") that is entitled to claim the remainder, if any.

Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

#### 12. PREMIUM

- a. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
- b. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph d. below.
- c. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
- d. Additional premium may become payable when coverage is provided for additional insureds under the provisions of Section II – Who Is An Insured.

**13. PREMIUM AUDIT**

If this policy is auditable:

- a. The first Named Insured shown in the Declarations must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- b. At the close of each audit period, we will compute the earned premium for that period.
- c. Audit premiums are due and payable on notice to such first Named Insured.
- d. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to such first Named Insured, subject to the Minimum Premium.

**14. REPRESENTATIONS**

By accepting this insurance, you agree:

- a. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this insurance in reliance upon your representations.

**15. SEPARATION OF INSURED**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**16. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE**

Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**17. WHEN LOSS IS PAYABLE**

If we are liable under this insurance, we will pay for injury, damage or loss after:

- a. The insured's liability is established by:
  - (1) A court decision; or
  - (2) A written agreement between the claimant, the insured, any "underlying insurer" and us; and
- b. The amount of the "applicable underlying limit" is paid by or on behalf of the insured .

**18. WHEN WE ARE PROHIBITED FROM PAYING DAMAGES ON BEHALF OF AN INSURED**

If the laws or regulations of a country or jurisdiction prohibit us from paying, on behalf of an insured, amounts that the insured is legally obligated to pay as damages to which this insurance applies, the insured may pay such damages with our consent.

If the insured gives us proof of such payments, we will repay the insured for such damages. But we will only repay the insured for such damages until we have used up the "applicable limit of insurance" in the payment of judgments or settlements.

**19. WHEN WE ARE PROHIBITED FROM PAYING OTHER EXPENSES ON BEHALF OF AN INSURED**

If the laws or regulations of a country or jurisdiction prohibit us from paying expenses described in Paragraph 2.d. of Section I – Excess Liability Coverage on behalf of an insured, we will repay the insured for such expenses that the insured incurs with our consent.

**20. CURRENCY**

Payments for damages or expenses described in Paragraph 2.d. of Section I – Excess Liability Coverage will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceding the date the payment is processed.

**SECTION V – DEFINITIONS**

- 1. "Applicable limit of insurance" means the maximum amount we will pay as damages in accordance with Section III – Limits Of Insurance.
- 2. "Applicable underlying limit" means the sum of:
  - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations less the amount by which

that limit has been reduced solely by payments as permitted in paragraph **1.c.** of Section **I** – Excess Liability Coverage; and

- b.** The applicable limit of insurance of any other insurance that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

- a.** The "underlying insurer" claims the insured failed to comply with any condition of the policy; or
  - b.** The "underlying insurer" becomes bankrupt or insolvent.
- 3.** "Auto hazard" means all bodily injury and property damage for which liability insurance is afforded under the terms, other than limits of insurance, of the auto policy of "controlling underlying insurance".
  - 4.** "Controlling underlying insurance":
    - a.** Means the policy or policies of insurance listed in the Schedule Of Controlling Underlying Insurance in the Declarations.
    - b.** Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess (Following Form) Liability Insurance Policy.
    - c.** Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess (Following Form) Liability Insurance Policy.
  - 5.** "Event" means an occurrence, offense, accident, act, error or omission or other unit.
  - 6.** "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
  - 7.** "Suit" means a civil proceeding. "Suit" includes:
    - a.** An arbitration proceeding which the insured must submit or does submit with our consent; or
    - b.** Any other alternative dispute resolution proceeding to which the insured submits with our consent.
  - 8.** "Underlying insurance":
    - a.** Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations.
    - b.** Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess (Following Form) Liability Insurance Policy.
    - c.** Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess (Following Form) Liability Insurance Policy.
  - 9.** "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY NON-CONTRIBUTORY COVERAGE WHEN REQUIRED BY WRITTEN AGREEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

With respect to any additional insured coverage provided under this policy, or by any endorsement to this policy, **SECTION IV – CONDITIONS**, paragraph **5. Other Insurance** is deleted and replaced by the following:

#### 5. Other Insurance

- a. Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:
- (1) Primary;
  - (2) Excess;
  - (3) Contingent; or
  - (4) On any other basis.

In addition, this insurance is excess over any self-insured retentions, deductibles, or captive retentions payable by the additional insured or payable by any person or organization whose coverage is available to the additional insured.

However, if a “written agreement” requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative only to the other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance. For any other insurance available to the additional insured where that person or organization is not a Named Insured, this policy will share coverage with that other insurance based on the terms specified in Paragraph b. Method of Sharing below.

#### b. Method of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer’s share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

For the purposes of the coverage provided by this endorsement, a “written agreement” means a written contract or written agreement that:

1. requires you to include a person or organization as an additional insured for a period of time during the policy period; and
2. is executed prior to the occurrence of “bodily injury”, “property damage”, or “personal and advertising injury” that forms the basis for a claim under this policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTOR’S BLANKET FLEX ADDITIONAL INSURED  
ENDORSEMENT – FORM A**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

<b>Policy Number</b> CPP20855251201	<b>Agency Number</b> 0635823	<b>Policy Effective Date</b> 01/01/2025
<b>Policy Expiration Date</b> 01/01/2026	<b>Date</b> 01/12/2025	<b>Account Number</b> 20056790
<b>Named Insured</b> SUB-SURFACE OF INDIANA INC	<b>Agency</b> HOUCHEMS INSURANCE GROUP / LEXINGTON	<b>Issuing Company</b> AMERISURE INSURANCE COMPANY

**A. SECTION II - WHO IS AN INSURED** is amended to add as an additional insured:

1. Any person or organization with whom you have agreed in a “written agreement” that such person or organization be added as an additional insured on this policy, and any other person or organization you are required to add as an additional insured under such “written agreement”.
2. If “your work” began under a written letter of intent or written work order, any person or organization who issued the written letter of intent or written work order, but:
  - a. such coverage will apply only for 30 calendar days following the date the written letter of intent or written work order was issued; and
  - b. the person or organization is an additional insured only for, and to the extent of, liability arising out of “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the written letter of intent or written work order. This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

For the purposes of the coverage provided by this endorsement, a “written agreement” means a written contract or written agreement that:

1. requires you to include a person or organization as an additional insured for a period of time during the policy period; and
2. is executed prior to the occurrence of “bodily injury”, “property damage”, or “personal and advertising injury” that forms the basis for a claim under this policy.

The insurance provided by this endorsement does not apply to any person or organization that is specifically listed as an additional insured on another endorsement attached to this policy.

**B.** The coverage provided to any person or organization added as an additional insured pursuant to Paragraph **A.1** is limited as follows:

1. If the “written agreement” specifically and exclusively requires you to name the person or organization as an additional insured using the ISO CG 20 10 endorsement with edition dates of 11 85 or 10 01, or the ISO CG 20 37 10 01 endorsement, that person or organization is an additional insured, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” arising out of “your work” for that insured by or for you.
2. If the “written agreement” requires you to name the person or organization as an additional insured using the ISO CG 20 10 and or CG 20 37 endorsements without specifically and exclusively requiring the 11 85 or 10 01 edition dates, that person or organization is an additional insured, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.
3. If the “written agreement” requires you to name the person or organization as an additional insured for operations arising out of your work and does not specify an ISO additional insured endorsement, that person or organization is an additional insured, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” arising out of your acts or omissions, or the acts or omissions of others working on your behalf, in the performance of your work as specified in the “written agreement”. This coverage does not apply to liability arising out of the sole negligence of the additional insured unless specifically required in the “written agreement”.
4. If none of the above paragraphs apply, then the person or organization is an additional insured only for, and to the extent of, liability arising out of “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the “written agreement”. This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

**C.** The insurance provided to an additional insured under this endorsement does not apply to:

1. “Bodily injury” or “property damage” included in the “products-completed operations hazard” unless the “written agreement” specifically requires such coverage (including by specifically requiring the CG 20 10 11 85). To the extent the “written agreement” requires such coverage for a specified amount of time, the coverage provided by this endorsement is limited to the amount of time required for such coverage by the “written agreement”.
2. “Bodily injury”, “property damage”, or “personal and advertising injury” arising out of an architect’s, engineer’s, or surveyor’s rendering of, or failure to render, any professional services, including but not limited to:
  - a. The preparing, approving, or failing to prepare or approve:
    - (1) Maps;
    - (2) Drawings;
    - (3) Opinions;
    - (4) Reports;
    - (5) Surveys;
    - (6) Change orders;

(7) Design specifications; and

b. Supervisory, inspection, or engineering services.

D. The limits of insurance that apply to the additional insured are the least of those specified in the “written agreement” or declarations of this policy.

Coverage provided by this endorsement for any additional insured shall not increase the applicable Limits of Insurance shown in the Declarations. The limits of insurance that apply to the additional insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

E. With respect to the coverage provided by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** is deleted and replaced with the following:

**4. Other Insurance.**

a. Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- (1) Primary;
- (2) Excess;
- (3) Contingent; or
- (4) On any other basis.

In addition, this insurance is excess over any self-insured retentions, deductibles, or captive retentions payable by the additional insured or payable by any person or organization whose coverage is available to the additional insured.

However, if the “written agreement” requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative only to the other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance. For any other insurance available to the additional insured where that person or organization is not a Named Insured, this policy will share coverage with that other insurance based on the terms specified in Paragraph b. Method of Sharing below.

**b. Method of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**PURCHASE ORDER  
CITY OF NOBLESVILLE  
16 SOUTH 10TH STREET STE 270**

**INDIANA RETAIL TAX EXEMPT**  
CERTIFICATE NO. 0031216070010

**FEDERAL EXCISE TAX EXEMPT**  
356001141

**NOBLESVILLE IN 46060  
PHONE: 317-776-6328  
FAX: 317-776-6369**

**PURCHASE ORDER NO. 250130**

THIS NUMBER MUST APPEAR ON INVOICES, A/P VOUCHER, DELIVERY MEMO, PACKING SLIPS, SHIPPING LABELS AND ANY CORRESPONDENCE.

**SHIP TO:**

**TO**  
VENDOR # 35  
SUB-SURFACE OF INDIANA, INC  
7225 W 700 S  
MORGANTOWN IN 46160

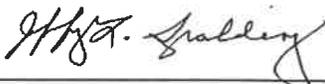
**ATTN:**

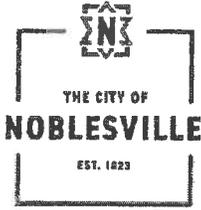
<b>DATE</b> 03/14/2025		<b>DEPARTMENT</b> UTIL/SEWER			<b>SHIP TO ARRIVE BY</b>		
<b>APPROPRIATION NUMBER</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>PROJECT #</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>	
352033423.100	1.0		LS 2 INTERCEPTOR PROJECT - CONSTRUCTION	030.2002	1810740.00	1810740.00	

<b>SHIP VIA</b>	<b>TOTAL</b> 1810740.00
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**SHIPPING INSTRUCTIONS**  
 \* SHIP PREPAID  
 \* C.O.D. SHIPMENTS CANNOT BE ACCEPTED  
 \* PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS.  
 \* THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENTAL THERETO.

**PAYMENT**  
 \* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED.  
 \* I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY   
 TITLE \_\_\_\_\_ CONTROLLER



# FINANCE & ACCOUNTING

## Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 3/25/25 (put N/A if not submitting to BoW/Park Board)

Vendor name: Sub-Surface of Indiana, Inc. 35

Vendor Address: 7225 W 700 S, Morgantown, IN 46160

Brief description of purchase: LS 2 Interceptor Project - construction

**Source of Funding:**

- Current Year Operational Budget
- Subsequent Year Operational Budget<sup>1</sup>
- Funding not yet finalized (attach explanation)<sup>2</sup>
- Loan or debt proceeds
- Non-Appropriated Fund<sup>3</sup>

Fund #		352
Department #		033
Project # (NA if no project #)		030.2002
	Expense Object #	Amount
#1	423.100	\$ 1,810,740.00
#2		
#3		

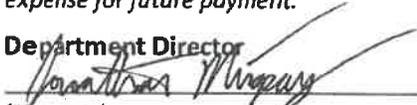
- 1) This option may only be selected AFTER the adoption of the subsequent year budget. OFA will create a PO after the start of the next year. If contract details change in between form submission and the start of the year, contact OFA Staff.
- 2) This option may only be selected in unusual circumstances. An additional FVF will need to be submitted to OFA once funding source has been determined. OFA will not create a PO until this follow-up form has been submitted.
- 3) These funds are not appropriated through the annual budget process. They include but are not limited to grant funds and impact fee funds.

Are you requesting that a Purchase Order (PO) be created for this expenditure?

- Yes Select for all purchases/contracts that will not be paid immediately
- No Select ONLY if department plans to initiate payment immediately

Additional Comments: \_\_\_\_\_

The Department certifies that sufficient appropriation authority exists in the stated fund and expense series to obligate the expense for future payment.

Department Director  
  
 (Signature)

Jonathan Mirgeaux  
 (Printed Name)

3/14/25  
 (Date)

Please email completed form to [OFAbudget@noblesville.in.gov](mailto:OFAbudget@noblesville.in.gov)

**FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY**

**OFA Action Taken**

- Purchase Order Created
- Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)

PO # (if applicable): 250130

OFA Signature Caitlin Kesner

- No Action Taken (Department should still include this form in purchase/contract approval submission)

Comments: \_\_\_\_\_

Initials: aa Date: 3/14/25

**BID PACKAGE**  
**48" INTERCEPTOR TO LIFT STATION NO. 2**  
**NOBLESVILLE, INDIANA**

**ITEMS**

- 1 ✓ Proposal
- 2 ✓ Itemized Proposal
- 3 ✓ Bid Bond
- 4 ✓ Affidavit of Major Suppliers
- 5 ✓ Affidavit of Subcontractors
- 6 ✓ List of Bidder Experience on Public Works Projects
- 7 ✓ Non-Collusion Affidavit
- 8 ✓ E-Verify Affidavit
- 9 ✓ Form 96 – to be provided by Bidder
- 10 ✓ Financial Statement – to be provided by Bidder

**PLACE A TAB BY EACH SECTION NOTED ABOVE FOR QUICK REVIEW AT BID OPENING**

Bidder: Sub-Surface of Indiana, Inc.

Address: 7225 W 700 S

City, State, Zip: Morgantown, IN 46160

Phone: 812-597-4195

Contact: Ryan Decker cell 317-987-7143



# 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): March 11th, 2025

1. Governmental Unit (Owner): City of Noblesville
2. County: Hamilton
3. Bidder (Firm): Sub-Surface of Indiana, Inc  
Address: 7225 W 700 S  
City/State/ZIPcode: Morgantown IN 46160
4. Telephone Number: 812-597-4195
5. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of 48" Interceptor to Lift Station No. 2

(Governmental Unit) in accordance with plans and specifications prepared by American Structurepointe and dated February 13th, 2025 for the sum of One Million Eight Hundred Ten Thousand Seven Hundred Forty and 00/100 \$ 1,810,740.00

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

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

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

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

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

**ACCEPTANCE**

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

Contracting Authority Members:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**PART II**  
*(For projects of \$150,000 or more – IC 36-1-12-4)*

Governmental Unit: City of Noblesville  
 Bidder (Firm) Sub-Surface of Indiana, Inc  
 Date (month, day, year): March 11th, 2025

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
690,235.00	earthwork/utilities	Dec 2022	Town of Bargersville
913,246.00	earthwork/utilities	July 2023	Center Grove Community Schools
3,553,167.00	earthwork/utilities	Nov 2023	Nineveh Hensley Jackson School Corp
2,903,820.80	earthwork/utilities	Dec 2023	City of Martinsville

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
648,884.00	earthwork/utilities	Jan 2025	Nineveh-Hensley Jackson School Corp
1,775,000.00	earthwork/utilities	Jan 2025	Town of Bargersville
869,500.00	earthwork/utilities	July 2025	City of Whiteland

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

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

Messer Construction

Tonn and Blank Construction

Duke Commercial

Lauth Construction

#### 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.)*

to be determined

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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.

Mt Carmel Stabilization      Mt. Carmel, IL      Soil Stabilization

Komplete Landscaping      Indianapolis, IN      Landscaping

American Structurepoint, Inc.      Indianapolis, IN      Construction Layout

FE Harding Group      Indianapolis, IN      Pavement

R & M Electric, Inc.      Danville, IN      Electrical

Calumet Civil Contracting      Indianapolis, IN      Pavement

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

to be determined

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

See Attached

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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, received proposals

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### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

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

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

SECTION V OATH AND AFFIRMATION

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

Dated at \_\_\_\_\_ this 11th day of March 2025,

Sub-Surface of Indiana, Inc

(Name of Organization)

By

*Ry Decker*

Estimator/Project Manager

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana )  
COUNTY OF Johnson ) ss

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

Subscribed and sworn to before me this 11th day of March 2025

*Patricia G. Hall*

Notary Public

My Commission Expires: January 3rd, 2032

County of Residence: Brown



**BID OF**  
Sub-Surface of Indiana, Inc.  
*(Contractor)*

7225 W 700 S  
*(Address)*

Morgantown, IN 46160

**FOR**  
**PUBLIC WORKS PROJECTS**  
**OF**

City of Noblesville  
48" Interceptor to Lift Station No. 2

\_\_\_\_\_

Filed \_\_\_\_\_

\_\_\_\_\_

Action taken \_\_\_\_\_

\_\_\_\_\_

**PROPOSAL**

**48" INTERCEPTOR TO LIFT STATION NO. 2  
EN-030-2002**

**NOBLESVILLE, INDIANA**

To the Board of Public Works and Safety, Noblesville, Indiana:

Pursuant to the published "Notice to Bidders", the undersigned has investigated the conditions affecting the cost of the proposed:

**48" INTERCEPTOR TO LIFT STATION NO. 2**

And hereby tenders this bid to construct said project in accordance with the Contract Documents now on file with the City of Noblesville, Indiana, and to furnish all necessary machinery, equipment, tools, labor and other means of construction, and to furnish all material specified in the manner and at the time prescribed as required by the Contract Documents and pursuant to the Payment Bond and Performance Bond to be filed, each in the amount of 100 percent of the Contract price of:

**TOTAL BASE BID AMOUNT**

One Million Eight Hundred Ten Thousand  
Seven Hundred Forty and -----00/100 Dollars (Words)  
\$1,810,740.00 Dollars (Figures)

These prices are the sum of the quoted unit prices multiplied by the quantity for each item as shown on the attached Itemized Proposal. Whereas as a mathematical computation error exists on the Itemized Proposal; thus causing the above-stated Bid Amount to be stated incorrectly, the Bidder acknowledges that the unit prices, as stated on the Itemized Proposal, shall govern.

The undersigned further agrees to complete the furnishing and construction of this Contract and be substantially completed and ready for use on or before December 31, 2025.

Enclosed is a certified check to the Board of Public Works and Safety, City of Noblesville, or a Bid Bond binding the undersigned and surety to the Board of Public Works and Safety, City of Noblesville, Indiana, in the amount of:

One Hundred Eighty One Thousand  
Seventy Four and -----00/100 Dollars (Words)

\$181,074.000

Dollars (Figures)

which amount is not less than ten percent (10%) of the total bid amount (Base Bid and all Alternate Bids) as set out above, guaranteeing the undersigned will enter into contract for the performance of the work if this Proposal is accepted.

As required by the statutes of the State of Indiana for any bid of \$100,000 or more, Questionnaire Form 96 (revised 2013), of the Indiana State Board of Accounts is properly executed and attached hereto. It is hereby agreed that this Proposal shall remain in full force and effect, and may not be withdrawn for a period of 60 days from the date of receiving proposals by the Board of Public Works and Safety, Noblesville, Indiana.

Respectfully submitted,

Sub-Surface of Indiana, Inc.

Contractor

~~Individual~~ ~~(Partnership)~~ (Corporation)

By:



Address:

7225 W 700 S

Morgantown, IN 46160

Dated:

March 11th, 2025

The above Bidder acknowledges receipt of Addenda Nos. 1

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

**48" INTERCEPTOR TO LIFT STATION NO. 2**  
**Contract: EN-030-2002**

**ITEMIZED PROPOSAL**

		<b>BASE BID</b>			
Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	MOBILIZATION AND DEMOBILIZATION	1	LS	54,000.00	54,000.00
2	DEMOLITION	1	LS	20,000.00	20,000.00
3	TRAFFIC CONTROL	1	LS	6,000.00	6,000.00
4	CLEARING AND GRUBBING	1	LS	40,000.00	40,000.00
5	ASPHALT PAVEMENT EXTENSION	1,160	SY	125.00	145,000.00
6	CONCRETE PAVEMENT	40	SY	185.00	7,400.00
7	CURB AND GUTTER	300	LFT	60.00	18,000.00
8	SITE FENCING	160	LFT	36.50	5,840.00
9	16' MANUAL ACCESS GATE	3	LS	6,420.00	19,260.00
10	27" GRAVITY SEWER (F679 PVC_115 PSI), > 16 FT DEPTH	14	LFT	6,000.00	84,000.00
11	48" GRAVITY SEWER (F679 PVC_115 PSI), ≤10 FT DEPTH	803	LFT	700.00	562,100.00
12	48" GRAVITY SEWER (F679 PVC_115 PSI), > 10 FT DEPTH	610	LFT	850.00	518,500.00
13	42" GRAVITY SEWER (F679 PVC_115 PSI), ≤10 FT DEPTH	22	LFT	1,000.00	22,000.00
14	MANHOLE, STANDARD 7' DIA, SANITARY ≤ 10 FT DEPTH	2	EACH	25,000.00	50,000.00
15	MANHOLE, STANDARD 7' DIA, SANITARY 15 - 25 FT DEPTH	1	EACH	28,000.00	28,000.00
16	MANHOLE, STANDARD, 10' DIA, SANITARY 20 FT DEPTH	1	EACH	42,000.00	42,000.00
17	15" RCP STORM PIPING <10 FT DEPTH	34	LFT	160.00	5,440.00
18	TYPE C MANHOLE <10 FT DEPTH	1	EACH	5,500.00	5,500.00
19	BYPASS PUMPING FOR CONNECTION TO EXISTING STRUCTURE	1	LS	30,000.00	30,000.00
20	PUMP BYPASS HOT TAP CONNECTION AND ASSOCIATED PIPING AND STRUCTURAL FOR BYPASS PUMPING DISCHARGE CONNECTION	1	LS	80,000.00	80,000.00
21	PUMP BYPASS CONNECTION AND ASSOCIATED PIPING AND STRUCTURAL FOR BYPASS PUMPING SUCTION CONNECTION	1	LS	60,000.00	60,000.00
22	1.5" MILL AND ASPHALT OVERLAY	220	SY	35.00	7,700.00

Base Bid: Total Estimated Construction Costs =

\$1,810,740.00

(Figures)

One Million Eight Hundred Ten Thousand Seven Hundred Forty and -----00/100 dollars

(Words)

These prices are the sum of the unit prices multiplied by the quantity for each item. Whereas any mathematical computation error exists causing Total Estimated Construction Costs to be stated incorrectly, the Undersigned acknowledges that the unit prices, as stated above, shall govern.

The above stated items covers all work, labor, equipment, and manpower to complete project. Prospective quoter accepts and agrees to completed the project in accordance to Contract Information Book and Construction Plans.

Respectfully submitted,  
Sub-Surface of Indiana, Inc.

~~(XXXXXXXXXX)~~ ~~(XXXXXXXXXX)~~ Contractor (Corporation)

By: (SIGNED)   
By: (TYPED) Ryan Decker  
Title: Estimator/Project Manager  
Address: 7225 W 700 S  
Morgantown, IN 46160  
Date: March 11th, 2025

The above Quoter acknowledges receipt of Addenda Nos. 1  
Note: The legal status of the Quoter, whether as an individual, partnership, or corporation must be indicated as above, and all pertinent information as required by the Specifications must be furnished.

Acceptance of offer  
By: (SIGNED)  
By: (TYPED)  
Title:  
Date:

**CITY OF NOBLESVILLE**  
**BID BOND**

**BIDDER / CONTRACTOR** (Name and address of principal place of business): Sub-Surface of Indiana, Inc.  
7225 W 700 S  
Morgantown, IN 46160

**SURETY** (Name and address of principal place of business):  
Merchants National Bonding, Inc  
P.O. Box 14498  
Des Moines, IA 50306

**OWNER** City of Noblesville  
16 S. 10<sup>th</sup> Street  
Noblesville, Indiana 46060

**BID**

Bid Due Date: 03/11/2025

Project Description: Installation of 48" interceptor to Lift Station No. 2, connection to existing infrastructure, and associated site work.

("Project"): 48" Interceptor to Lift Station No. 2

**BOND**

Bond Number:

Date: (Not earlier than

Bid due date): 03/11/2025

Penal Sum (10% of Bid): (words) 10% of amount bid (\$ 10% )

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/CONTRACTOR"		"SURETY"	
Company:	<u>Sub Surface of Indiana, Inc.</u>	Company:	<u>Merchants National Bonding, Inc</u>
Signature:	<u>Vickie Burns</u>	By:	<u>Melissa Propst</u>
Printed:	<u>Vickie Burns</u>	Printed:	<u>Melissa Propst, Attorney-in-Fact</u>
Title:	<u>Sec/Treas.</u>	Counter-signed:	<u>Gamma Harnoy</u>

The above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.



1. The Bid Bond is given as required by Indiana Code 36-1-12-4.5. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay 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. Surety is held and firmly bound unto Owner in the full and just sum equal to the Penal Sum, to be paid upon demand of the Owner, plus interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner to enforce this Bid Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required (or any extension thereof agreed to in writing by Owner) the executed Agreement, Performance, and Payment Bonds, and Certificates of Insurance.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required (or any extension thereof agreed to in writing by Owner) the executed Agreement, Performance and Payment Bonds, and Certificates of Insurance and other documentation to be delivered prior to commencement of Work, or
  - 3.2 All Bids are rejected by Owner.
4. Payment under this Bond, including interest at the maximum legal rate from the date of demand and any attorneys' fees and costs incurred by Owner to enforce this instrument will be due and payable upon default of Bidder and within seven (7) calendar days after receipt by Bidder and Surety of written notice of default from Owner, identifying this Bond and the Project and including a statement of the amount due.
5. No suit or action shall be commenced under this Bond prior to seven (7) calendar days after the notice of default period required in Paragraph 4 above.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in Hamilton County, Indiana.
7. 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 executes this Bond on behalf of Surety, and deliver such Bond and bind the Surety thereby.
8. This Bond is intended to conform to all applicable statutory requirements of Ind. Code §36-1-12-4.5. 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.
9. The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and its Bid Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Adam Harris; Alex M Rehtin; Brian L Sewell; Kenny Albert; Lakala Carter; Melissa Propst; Steven M Baas

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

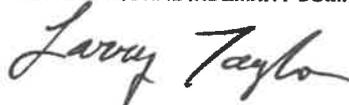
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.

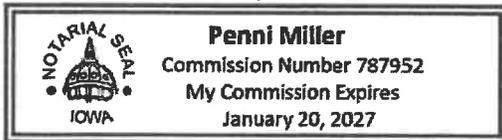


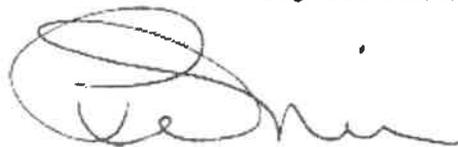
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By   
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of March, 2025.



  
Secretary



**Balance Sheet**  
**As of 12/31/24**

**Assets****Current Assets**

10060 - Lake City - General	173,379.17
11000 - Accounts Receivable	3,513,383.01
11050 - Accounts Receivable - Exc Ret	1,165,144.15
11100 - Accounts Receivable - GC Ret	60,122.92
11199 - Employee Retention Tax Credit	1,465,453.71
12000 - Cost/Profit Excess Billings	34,656.00

**Total Current Assets**


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 6,412,138.96
**Fixed Assets**

11220 - Construction In Progress	10,000.00
11250 - Building	1,153,700.87
11260 - Acc-Deprec Building	(218,701.00)
15000 - Constr.Equip-Trucks > 3 Ton	20,443,085.95
15100 - Office Equip & Furniture >2.5K	103,129.68
15150 - Computer Software	152,531.18
15200 - Vehicles-Trucks < 3 Ton	4,041,466.62
15250 - Land Improvements	23,151.00
16000 - Accum Depr-Machinery & Equip	(13,344,653.36)
16100 - Accum Depr-Furniture & Fixture	(72,196.98)
16150 - Accum Depr-Computer Software	(152,530.92)
16200 - Accum Depr - Vehicles	(2,467,105.36)
16300 - Accum Depr-Lease Improvements	(16,572.06)

**Total Fixed Assets**


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 9,655,305.62
**Total Assets**


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 16,067,444.58
**Liabilities****Current Liabilities**

20000 - Accounts Payable	868,658.06
20600 - Lake City LOC	500,000.00
21000 - Payroll Liabilities, Not Used	132,281.00
21165 - Worker's Comp - Accrued	35,976.58
21170 - Insurance - (Health)	113,600.00
21175 - Insurance - (AFLAC)	1,912.44
21190 - Child Sup, Weekly, Annual, Garn	(227.50)
27010 - Billings > Costs & Est. Earn	873,168.00

**Total Current Liabilities**


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 2,525,368.58
**Long-Term Liabilities**

20700 - Lake City Equipment LOC	925,797.86
29111 - FFB Equip Conver Truck 116,118	84,222.65
29112 - John Deere Financial 700K	31,432.54
29117 - 2021 JD Dozer (9712) D28	39,265.61
29118 - 2021 JD Dozer (1590) D29	40,641.19
29120 - FFB 2 - TriAxle & Fuel Station	95,693.97
29124 - Wells Fargo 4-Dodge 5500s	90,165.46
29125 - John Deere Financial 1050K	69,498.97
29126 - John Deere Financial - 544L	34,041.43
29127 - Leaf Financial Sitech Trimble	43,341.82

**Balance Sheet  
As of 12/31/24**

29128 - Leaf Financial Ram 5500	28,579.65
29129 - John Deere Financial Haul Truc	449,871.88
29130 - John Deere 345G Excavator	98,208.28
29131 - JD Financial 870G	350,633.72
29133 - JD 650 Dozer	131,450.02
29134 - JD 85 P Excavator	123,057.78
29135 - Komatsu Financial PC138	145,807.31
29136 - JD Financial 670	647,574.61
29137 - 2024 Chevy Silverado 1500- T.F	39,284.59
29138 - 2024 Chevy Silverado T.L	25,844.76
29139 - 2024 Chevy Silverado- J. A	37,492.63
29140 - 2024 Chevy Silverado	35,252.31
29141 - JD 2-410 Haul Trucks	1,357,016.56
<b>Total Long-Term Liabilities</b>	<b>4,924,175.60</b>
<b>Total Liabilities</b>	<b>7,449,544.18</b>
<b><u>Capital</u></b>	
30000 - Owner Capital	1,000.00
31000 - Distributions to Owners	(1,808,419.00)
39000 - GL Retained Earnings Account	8,631,214.63
Net Profit (Loss)	1,794,104.77
<b>Total Capital</b>	<b>8,617,900.40</b>
<b>Total Liabilities &amp; Capital</b>	<b>16,067,444.58</b>

**Income Statement**  
01/01/24 To 12/31/24

	Current Year			
	Current Period	%	YTD	%
<b>Income</b>				
Excavation Revenue	16,792,686	69.2	16,792,686	69.2
GC Revenue	1,613,484	6.7	1,613,484	6.7
Utility Revenue	7,139,067	29.4	7,139,067	29.4
Project Over/Under Billing	(1,290,213)	-5.3	(1,290,213)	-5.3
<b>Total Income</b>	<b>24,255,024</b>	<b>100.0</b>	<b>24,255,024</b>	<b>100.0</b>
<b>Direct Job Expenses</b>				
Direct Labor (Hourly Payroll)	4,938,487	20.4	4,938,487	20.4
Direct Labor Burden	379,697	1.6	379,697	1.6
Direct Labor Worker's Comp	64,782	0.3	64,782	0.3
Material - Direct	5,498,326	22.7	5,498,326	22.7
Subcontracts	944,382	3.9	944,382	3.9
Ins. Bonds/Performance Bonds	14,421	0.1	14,421	0.1
Equipment Project Expense	3,373,664	13.9	3,373,664	13.9
Rent-Equipment	111,513	0.5	111,513	0.5
Miscellaneous Project Expenses	550	0.0	550	0.0
Project Damage Repair	8,492	0.0	8,492	0.0
<b>Total Direct Job Expenses</b>	<b>15,334,315</b>	<b>63.2</b>	<b>15,334,315</b>	<b>63.2</b>
<b>Gross Profit</b>	<b>8,920,710</b>	<b>36.8</b>	<b>8,920,710</b>	<b>36.8</b>
<b>Indirect Expenses</b>				
Payroll Bonus Expense	283,000	1.2	283,000	1.2
Shop Labor	507,315	2.1	507,315	2.1
Shop Labor Burden	39,149	0.2	39,149	0.2
Shop Labor Worker's Comp	6,515	0.0	6,515	0.0
Material - Indirect	11,644	0.1	11,644	0.1
Vehicle Damages	1,233	0.0	1,233	0.0
Depreciation - Equipment	1,661,507	6.9	1,661,507	6.9
Depreciation - Automobiles	342,546	1.4	342,546	1.4
Off Set Equipment Usage	(3,373,664)	-13.9	(3,373,664)	-13.9
Equip Parts / Labor / Repairs	616,050	2.5	616,050	2.5
Fuel / Oil / Grease	1,130,750	4.7	1,130,750	4.7
Fuel Taxes	0	0.0	0	0.0
Insurance Auto	295,992	1.2	295,992	1.2
Insurance Liability/Comp/Um	42,943	0.2	42,943	0.2
Drug Screen/Background Checks	20,656	0.1	20,656	0.1
Training & Education	34,859	0.1	34,859	0.1
Tools	136,469	0.6	136,469	0.6
Equip Attachments / Acc.	24,589	0.1	24,589	0.1
Shop	288,149	1.2	288,149	1.2
Miscellaneous	375	0.0	375	0.0
Plans/ Permits/ License/ Fees	6,481	0.0	6,481	0.0
Safety	46,345	0.2	46,345	0.2
Penalty & Fines	3,960	0.0	3,960	0.0
Bad Debt Expense	0	0.0	0	0.0
Meals & Entertainment	7,949	0.0	7,949	0.0

**Income Statement**  
01/01/24 To 12/31/24

	Current Year			
	Current Period	%	YTD	%
Meals & Entertainment (100%)	300	0.0	300	0.0
Interest Expenses	202,758	0.8	202,758	0.8
Liability Consolidation	0	0.0	0	0.0
<b>Total Indirect Expenses</b>	<b>2,337,869</b>	<b>9.6</b>	<b>2,337,869</b>	<b>9.6</b>
<b>G &amp; A Expenses</b>				
Super & Clerical Wages	2,389,853	9.9	2,389,853	9.9
Super & Clerical Labor Burden	218,159	0.9	218,159	0.9
Super & Clerical Worker's Comp	17,124	0.1	17,124	0.1
Vacation / Holiday	153,053	0.6	153,053	0.6
Medical Expenses	0	0.0	0	0.0
Health Ins. Employer Portion	0	0.0	0	0.0
Bank Charges	9,452	0.0	9,452	0.0
Early Payment Fee	0	0.0	0	0.0
Annuity Distribution Expense	102,168	0.4	102,168	0.4
401k SSI Portion Safe Harbor	237,782	1.0	237,782	1.0
401k SSI Non-Elective Contri.	0	0.0	0	0.0
Office Supplies	24,203	0.1	24,203	0.1
Deprec. - Lease Improvements	30,808	0.1	30,808	0.1
Property Maintenance / Repairs	50,036	0.2	50,036	0.2
Postage	1,486	0.0	1,486	0.0
Computer/Office Equipment < 2k	0	0.0	0	0.0
IT/Software Support	49,213	0.2	49,213	0.2
Utilities / Phones	51,082	0.2	51,082	0.2
Rent	325,000	1.3	325,000	1.3
Taxes & Licenses	76,471	0.3	76,471	0.3
Property Taxes	0	0.0	0	0.0
Travel	27	0.0	27	0.0
Marketing	15,059	0.1	15,059	0.1
Advertising	6,214	0.0	6,214	0.0
Sponsorship	9,608	0.0	9,608	0.0
Legal and Accounting	16,018	0.1	16,018	0.1
Health Insurance - Company	1,477,382	6.1	1,477,382	6.1
Employer Portion Premiums	0	0.0	0	0.0
Group Life Ins Expense-Company	4,143	0.0	4,143	0.0
Union Funds-Company	1,324	0.0	1,324	0.0
Workmans Comp, Not Used	0	0.0	0	0.0
Subscriptions & Dues	68,315	0.3	68,315	0.3
Deprec. Expense-Office Only	10,432	0.0	10,432	0.0
<b>Total G &amp; A Expenses</b>	<b>5,344,411</b>	<b>22.0</b>	<b>5,344,411</b>	<b>22.0</b>
<b>Income from Operations</b>	<b>1,238,429</b>	<b>5.1</b>	<b>1,238,429</b>	<b>5.1</b>
<b>Other Income (Expenses)</b>				
Cash Discount - Taken	0	0.0	0	0.0
Cash Discount - Given	0	0.0	0	0.0
Gain or Loss on Sale of Assets	492,089	2.0	492,089	2.0
Misc Monies, Rebates, Refunds	35,565	0.2	35,565	0.2

**Income Statement**  
**01/01/24 To 12/31/24**

	Current Year			
	Current Period	%	YTD	%
Misc Monies, Employee Ins.	28,023	0.1	28,023	0.1
Interest Earned	0	0.0	0	0.0
Casualty Gain or Loss	0	0.0	0	0.0
<b>Total Other Income (Expenses)</b>	<b>555,677</b>	<b>2.3</b>	<b>555,677</b>	<b>2.3</b>
<b>Net Profit (Loss)</b>	<b>1,794,107</b>	<b>7.4</b>	<b>1,794,107</b>	<b>7.4</b>

If you use any number in the 5000's, you must put down a job name.

Chart of Account #'s	Trucks	Trailers	Equipment	Replacement Parts
50200 Material - Direct	12 99 T900/ Flat	T1 Mini-1	B14 JD 310 SJ (2359)	C1 Compressor
50300 Subcontracts	42 11 Dodge/ C. Zupancic	T2 TK18/Re- built	B15 JD 310 SJ (2365)	EO01 Fusion Machine
50340 Ins. Bonds/ Performance Bond	43 11 Dodge/FlatBed (Farm)	T3 3R Cable	B16 Komatsu PC200L (7089)	EO02 IR Roller
50400 Equipment Project Expense	50 12 Dodge 3500/	T4 Cable Trailer	B20 Komatsu PC200 LC-8 (8725)	EO03 IR Roller
50500 Rent - Equipment	54 13 Int. 4300	T5 Cable Trailer	B21 Komatsu PC138 (6556)	EO04 IPL Sign Board
50700 Misc. Project Exp.	55 13 Int. 4400/	T6 Cable Trailer	B22 JD 245G LC (0216)	EO05 Fusion Machine
50750 Project Damage Repairs	56 13 Int. 4300/	T7 Cable Trailer	B24 Komatsu PC490LC-10 (0781)	EO06 AL4000 Light Plant
60200 Material - Indirect	57 13 Int. 4300/	T9 Mini-2	B25 JD 35G (2661)	EO07 Rmt Cntrl Compactor
60500 Vehicle Damages	58 13 Int. 4300	T11 WC Box	B27 JD 310SK (7874)	EO08 Atlas Copco Hammer
61200 Equip-Parts/Labor/Repairs	59 13 Int. 4300	T21 3R Cable	B28 JD 85G (8151)	EO09 Utilitguard Locating
61500 Fuel/Oil/Grease	61 13 Dodge 2500	T22 TK20L/789	B29 Komatsu PC390 (0440)	EO10 Cat Disc
61510 Fuel Taxes	62 12 Dodge 5500	T23 TK20LP/790	B30 JD 380G (0107)	EO11 John Deere Tractor
61700 Insurance (Auto)	63 13 Int. 4300 Single Axl.	T26 IL 3R Cable	B31 JD 85G (8942)	EO12 Utilitguard Locating
61710 Insurance Liab/Comp/Um	64 00 Sterling- Boom Trk	T27 IPL 3R Cable	B32 JD 35G (7226)	EO13 Nesco Lube Skid
61900 Drug Screens/Background Che	65 08 Int. 7400 - Water Trk	T30 TK20	B33 JD 35G (8065)	EO14 CASE 2670
61950 Training & Education	66 12 Int. 7400/	T32 Conduit Hauler	B34 CAT 420D (1758)	EO17 JD 4600 TF
62000 Tools	74 15 Dodge 2500	T33 FRU Pup	B35 Komatsu PC138	EO18 JD 4520
62020 Equip Attachments/ Acc.	75 13 Ford F750/ E. Lower	T34 FRU Pup	B36 John Deere 210GLC (5121)	EO19 CAT CP5G Sheepfoot
62030 Shop	80 13 Kenworth T800	T37 TK10	B37 John Deere 35G (4605)	EO20 CAT C526 Smo Roller
62040 Miscellaneous	84 15 Chevy 2500/	T38 TK40	B38 John Deere 50G (8971)	EO21 Kundel Stone Box
62100 Plans/Permits/Licenses/Fees	87 15 Int. 4300/	T39 TK12	B39 John Deere 135G (1360)	EO22 Kundel Trench Box
63000 Safety	88 15 Int. 4300/Single Dump	T40 TK12	B40 John Deere 870G (0052)	EO23 Kundel Trench Box
70410 Bank Charges	89 15 Int. 4300/	T41 Agri/Pipe	B41 John Deere 35G (8213)	EO24 Cat Disk
70430 Installment Fee	91 15 Kenworth T370	T46 Tk20LP	B42 Bobcat E10 Mini	EO25 Cat Disk 11x32
70700 Office Supplies	93 16 Chevy 2500/T. Burns	T50 Vactron	B43 John Deere 50G (1956)	EO26 Cat CP56 Roller
70750 Property Maintenance/Repairs	94 12 Int. 4300	T51 Landoli	B45 John Deere 345G	EO27 Mobile Mini
70900 Postage	98 17 Dodge 3500 S. Calhoun	T52 Lowboy	B46 Komatsu PC138	EO28 Mobile Mini
71100 Utilities/Phones	99 18 Chevy Tahoe V. Burns	T54 Sure-Trac	B47 JD 85P	EO29 CAT 815 Compactor
71300 Rent	100 19 Kenworth T880 HXX	T55 Sure-Trac	B48 JD 670	EO30 CAT Compactor
71500 Taxes & Licenses	101 2018 Dodge 2500 D.Vehling	T56 Behnke 12T	D3 JD 650J XLT (0274)	EO31 GPS
71550 Property Taxes	104 2018 Dodge 2500	T57 Behnke 12T	D4 Cat Challenger (0608)	EO32 JD 7610 Quad Range
71600 Travel	106 2019 Chevrolet 3500 B. Meador	T58 Behnke 12T	D6 CAT D6R	EO33 JD 4710 W/Loader
71700 Meals & Entertainment	107 2019 Chevrolet 3500 J. Bray	T59 Behnke 12T	D10 JD 762B (4606)	EO34 Polaris Sportsman Ace
71710 Meals & Entertainment(100%)	110 2017 Dodge 3500 K. Sighting	T60 Behnke 12T	D11 CAT D5K XL (1114)	EO35 NPK C8C Compactor
71750 Marketing	112 2020 International HX 620		D12 CAT 725 Haul Trk (1191)	EO36 Blue Generator (Coleman)
71800 Advertising	116 2020 Kenworth T880		D13 CAT 725 Haul Trk (1192)	EO37 Godwin Generator
71850 Sponsorship	117 2020 Chevrolet 2500 J. Smith		D14 CAT E22 Eject (202R)	EO38 Air Compressor Trailer IR
71900 Legal and Accounting	118 2021 International HX620		D15 CAT D6N (2286)	EO39 Cable Pulling Trailer
72200 Subscriptions & Dues	119 2020 Chevrolet 2500 M. Snider		D16 CAT D6R XL (2013)	EO40 CAT 815 Compactor (91P576)
78000 Interest Expense	121 2019 Chevrolet 5500 J. Pitcher		D17 Cat 621F (0965)	EO41 John Deere Tractor
	123 2022 International HX 620 TriAx (3743) JB		D18 JD 410E Haul Trk (3162)	EO42 Roller/Blade Attachment
	124 2022 International HX 620 TriAx (3744) JT		D19 JD 410E Haul Trk (3477)	EO43 Cat 613 Water Wagon
	125 2020 Ram 5500 Crew (8820)		D21 JD 750K (8796)	EO44 John Deere 8650
	126 2020 Ram 5500 Crew (1706)		D22 CAT 621F Scraper (0464)	EO45 NPK C6100-W7101
	127 2020 Ram 5500 Dump (0465)		D23 CAT D7G (0779)	EO46 Kundel Aluminum
	128 2020 Ram 5500 Dump (0466)		D24 JD 1050K (4266)	EO47 Kundel Tuffguy
	129 2020 Ram 5500		D25 JD 700K FT4 (8659)	PC1 Atlas Copco HC409
	130 2023 Chevrolet 1500 G. Gault		D26 JD 410 Haul Truck	SME Small Engines
	131 2024 Dodge 3500 Dump		D27 JD 410 Haul Truck	SL10 JD 332E (8076)
	132 2023 Dodge 4500 D. Parr		D28 JD 700L (9712)	SL12 JD 333G (7101)
	133 2023 Dodge 4500 S. Dillman		D29 JD 700L (1590)	SL13 Bobcat Toolcat 5600 (3929)
	134 2023 Dodge 4500		D30 JD 650 Utility Dozer (2251)	SL14 JD 332E (9557)
	135 2020 Dodge 4500		D32 JD 410P Haul Truck	SL15 JD 325G (0016)
	136 2023 Ram 2500/ T. Parr		D33 JD 410P Haul Truck	SL16 JD 325G (0226)
	137 2024 Ram 2500/ B. Young		DD19 VMR D100X140 III (0151)	SL17 JD 333G (3638)
	138 2024 Ram 1500/ D. Asher		DD22 VMR 24x40 III (2332)	SL18 JD 333G (3653)
	139 2024 Ram 1500/ M. Sighting		DD24 VMR D10X15 (3526)	SL19 JD 324G (6353)
	140 2024 Ram 1500/ T. Gault		DD25 VMR D10X15 (3527)	
	141 2024 Chevy Silverado/ T. Larson		DD26 VMR D20X22 (5253)	
	142 2024 Chevy Silverado/ T. Fleetwood		DD27 VMR D20X22 (5252)	
	143 2024 Chevy Silverado/ J. Akers		DD28 VMR D20x22III	
	144 2024 Chevy Silverado/ G. Fox		G1 CAT 120M (0450)	
	145 2024 Ram 2500/ B. Meador		LD1 Komatsu WA250PZ-6 (6232)	
	146 2025 Ram 4500/ A. Bridges		LD2 Cat 963D (2231)	
	147 2025 Ram 1500/ R. Decker		LD4 JD 624K (0351)	
	148 2025 Ram 1500/ N. Swafford		LD5 JD 204K	
	149 2025 Ram 1500/ J. Knapp		LD6 JD 624L (1827)	
	150 2025 Ram 1500/ J. Stevenson		LD7 JD 544 L	
			M5 MX 240's	
			M6 MX 240's	
			M7 MX 125	
			M8 MX 125	
			M9 MX 125	
			M10 MX 125	
			M11 MX 125	
			TR5 LM42	
			TR6 VMR RTX 1250 (1158)	
			TR7 VMR RTX 750 (1603)	
			Attachments	
			SLA1 Auger	
			SLA2 Breaker	
			SLA3 Broom	
			SLA4 Brushcat	
			SLA5 Buckets	
			SLA6 Forks	
			SLA7 Grader Box	
			SLA8 Grapple Forks	
			SLA9 Seeder	
			SLA10 Snow Blade	
			SLA11 Snow Blower	
			SLA12 Soil Finisher	
			SLA13 Tiller	
			SLA14 Sweeper	
			SLA15 Rear Blade	
			SLA16 Angle Sweepster Broom	
			SLA17 Pick Up Broom	
			SLA18 96" Box Grader	
			SLA19 Auger	

**LIST OF BIDDER EXPERIENCE ON  
PUBLIC WORKS PROJECTS**

**48" INTERCEPTOR TO LIFT STATION NO. 2  
EN-030-2002**

**NOBLESVILLE, INDIANA**

The principal Bidder on this project shall exhibit at least five years of progressive work experience on five separate public works projects and contracts that equal or exceed the scope, value and nature of this project.

All projects used to demonstrate experience shall be projects completed as direct contracts with a local, municipal, county, or state public agency. Projects with non-public agencies and not publicly funded will not be considered as relevant project experience. All projects used to demonstrate experience shall be accompanied with reference and contact information. No blank spaces are to be left.

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

**Project No. 1 Westside Regional Interceptor, Phase 1 - City of Franklin**

<u>Begin / Complete Dates</u>	<u>05/20/ 2023 -- 07/31/ 2024</u>
<u>Project Description</u>	<u>Sanitary Main Extension</u>
<u>Location</u>	<u>Franklin, IN</u>
<u>Bidder's Relevant Work Experience</u>	<u>Deep Sewer</u>
<u>Construction Cost</u>	<u>\$2,463,866.83</u>
<u>Reference</u>	<u>Sally Brown</u>
	<u>sbrown@franklin.in.gov</u>
	<u> </u>
	<u> </u>

Project No. 2 Martinsville East Service Area - City of Martinsville

Begin / Complete Dates      11/01/2022 -- 12/31/2023

Project Description            Water & Sewer Extensions  
\_\_\_\_\_

Location                        Martinsville, IN

Bidder's Relevant Work Experience    Sanitary Installation  
\_\_\_\_\_

Construction Cost            \$2,903,820.80

Reference                      Gary Oakes  
goakes@martinsville.in.gov  
\_\_\_\_\_  
\_\_\_\_\_

Project No. 3 South Grove Landing - Town of Bargersville

Begin / Complete Dates      07/14/2022 -- 11/17/2022

Project Description            Sewer Main Extensions  
\_\_\_\_\_

Location                        Bargersville, IN

Bidder's Relevant Work Experience    Sanitary Installation  
\_\_\_\_\_

Construction Cost            \$702,170.65

Reference                      Kevin Killinger  
kkillinger@bargersville.in.gov  
\_\_\_\_\_  
\_\_\_\_\_

Project No. 4 Reconstruction of Alleyway between Baldwin & Carlisle Town of Bargersville

Begin / Complete Dates      09/11/ 2022 -- 11/31/ 2022

Project Description            Sewer & Water

Location                         Bargersville, IN

Bidder's Relevant Work Experience      Sanitary Sewer Installation

Construction Cost            \$642,043.50

Reference                        Kevin Killinger  
kkillinger@bargersville.in.gov

Project No. 5 Mitchell Street LS Improvements - City of Martinsville

Begin / Complete Dates      11/01/2019 -- 06/30/ 2020

Project Description            Lift Station Improvements

Location                         Martnsville, IN

Bidder's Relevant Work Experience      Deep Sanitary Sewer

Construction Cost            \$2,230,751.00

Reference                        Gary Oakes  
goakes@martinsville.in.gov

**CONTRACTOR'S AFFIDAVIT OF SUBCONTRACTORS EMPLOYED**

The following sub-contractors will perform work on 48" Interceptor to Lift Station No. 2 in fulfilling the Agreement with the City of Noblesville. List only one subcontractor per category. Listing of more than one subcontractor per category may be cause for rejection of the Bid Proposal.

	<u>NAME</u>	<u>TRADE</u>	<u>AMOUNT</u> (nearest \$1,000)	<u>PRE-QUALIFIED</u> (Yes or No)
1.	Sub-Surface of Indiana, Inc.	Erosion Control	TBD	Yes
2.	Sub-Surface of Indiana, Inc.	Pipework	TBD	Yes
3.	Globe Asphalt	Pavement Milling	\$12,000.00	Yes
4.	Globe Asphalt	Asphalt Paving	\$95,000.00	Yes
5.	Superior Fence	Fencing/Gates	\$24,000.00	Yes
6.	Sub-Surface of Indiana, Inc.	Concrete Curb Construction	TBD	Yes
7.	American Structurepoint	As-Builts/GIS Submittal	TBD	Yes
8.	Sub-Surface of Indiana, Inc.	Seeding/Sod	TBD	Yes
9.				
10.				
11.				
12.				
13.				
14.				
15.				



**CONTRACTOR'S AFFIDAVIT OF MAJOR SUPPLIERS**

The following Major Suppliers will provide material or equipment on 48"  
Interceptor to Lift Station No. 2 in fulfilling the Agreement with the City of Noblesville.  
 List only one Major Supplier per category. Listing of more than one Major Supplier per  
 category may be cause for rejection of the Bid Proposal.

	<u>NAME</u>	<u>TRADE</u>	<u>AMOUNT</u> (nearest \$1,000)	<u>PRE-QUALIFIED</u> (Yes or No)
1.	Globe Asphalt	Asphalt Pavement	TBD	Yes
2.	Utility Pipe Sales	Interceptor (gravity) Sewer Pipe	\$578,000.00	Yes
3.	Indiana Precast	Precast Structures	\$57,000.00	Yes
4.	Superior Fence	Fencing and Gates	TBD	Yes
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				



**NON-COLLUSION AFFIDAVIT**

**48" INTERCEPTOR TO LIFT STATION NO. 2  
EN-030-2002**

**NOBLESVILLE, INDIANA**

The Bidder, by its officers and agents or representatives present at the time of filing this bid, being duly sworn, on their oaths say that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other Bidder or with any public officer whereby such affiant or affiants, or either of them has paid or is to pay such other Bidder or public officer anything of value whatsoever, or such affiant or affiants, or either of them has not directly or indirectly entered into any arrangement with any other Bidder or Bidders which tends to or does lessor or destroy free competition in the letting of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid, or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the Contract, nor has this Bidder any agreement or understanding of any kind whatsoever with any person whomsoever, to pay, deliver to, or share with any person in any way or manner any of the proceeds of the Contract sought by this bid.

Witness our hands this 11th day of March, 2025.

Name: Sub-Surface of Indiana, Inc.

Address: 7225 W 700 S

Morgantown, IN 46160

By: , Estimator/Project Manager  
Title

**CITY OF NOBLESVILLE**  
**E-VERIFY AFFIDAVIT**

Pursuant to Ind. Code 22-5-1.7-11, the Contractor entering into the Agreement with the City of Noblesville 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 and unauthorized alien. The undersigned further affirms that, prior to entering into its Agreement with the City of Noblesville, 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): Sub-Surface of Indiana, Inc.

By (Written Signature) 

(Printed Name): Ryan Decker

(Title): Estimator/Project Manager

Important – Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS: \_\_\_\_\_

COUNTY OF Johnson

Subscribed and sworn to before me this 11th day of March, 2025

My commission expires: January 3rd, 2032 (Signed) 

Residing in Brown County, State Indiana

0302002



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): Sub-Surface of Indiana, Inc.

By (Written Signature): 

(Printed Name): Ryan Decker

(Title): Estimator/Project Manager

*Important - Notary Signature and Seal Required in the Space Below*

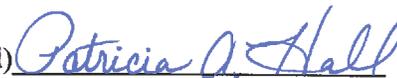
STATE OF Indiana

SS:

COUNTY OF Johnson

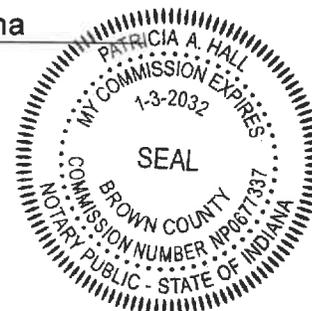
Subscribed and sworn to before me this 11th day of March,  
20 25.

My commission expires: January 3rd, 2032

(Signed) 

Residing in Brown

County, State of Indiana



Company ID Number: 670826

**Approved by:**

<b>Employer</b> Sub-Surface of Indiana, Inc.	
<b>Name (Please Type or Print)</b> Knapp F Jeffrey	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 05/10/2013
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 05/10/2013

Company ID Number: 670826

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name	Sub-Surface of Indiana, Inc.
Company Facility Address	7225 W. 700 S. Morgantown, IN 46160
Company Alternate Address	
County or Parish	JOHNSON
Employer Identification Number	351876077
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

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 \_\_\_\_\_ this 11th day of March, 2025

Sub-Surface of Indiana, Inc.

(Name of Organization)

By

Ryan Decker  
Ryan Decker, Estimator/Project Manager

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana )  
COUNTY OF Johnson )

Ryan Decker Being duly sworn, deposes and says that he is \_\_\_\_\_  
Estimator/Project Manager of the above Sub-Surface of Indiana, 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 11th day of March, 2025

Patricia A. Hall  
Notary Public

My Commission Expires: January 3rd, 2032

County of Residence: Brown



## INDIANA IRAN INVESTMENT CERTIFICATION

I, Ryan Decker, the duly authorized representative of  
Sub-Surface of Indiana, Inc, certify under penalty of perjury that  
Sub-Surface of Indiana, Inc does not engage in investment activities in  
Iran as defined by I.C. 5-22-16.5.

NAME OF FIRM: Sub-Surface of Indiana, Inc

By: 

PRINTED NAME: Ryan Decker

TITLE: Estimator/Project Manager

**INDIANA PUBLIC WORKS LAW CERTIFICATION**

Ryan Decker (Name), Estimator/Project Manager (Position) at Sub-Surface of Indiana, Inc. (Entity) ("Company"), hereby certify that:

1. I have personal knowledge of the facts recited herein. I am over the age of eighteen (18) and am mentally competent to make this certification.
2. As a Estimator/Project Manager (Position) at Company, I am competent, authorized, and capable to execute this certification on Company's behalf.
3. This certification is made pursuant to Ind. Code § 5-16-13. I understand the terms and conditions of Ind. Code Sec. 5-16-13 are expressly incorporated by reference into the Contract for the work at 48" Interceptor to ("Project").  
Lift Station No. 2 Noblesville, IN
4. Company and all of its subcontractors will not pay cash to any individual employed by Company for any work that may be done by the individual on the Project.
5. Company and all of its subcontractors pays all of their employees, including any employees that may work on Project, in accordance with the Fair Labor Standards Act, Title 29, United States Code, Chapter 8. Company and its subcontractors have not been found responsible for any violation of the Fair Labor Standards Act or the Indiana Minimum Wage Law in the past three (3) years.
6. Company and all of its subcontractors pay all of their employees, including any employees that may work on Project, in accordance with the minimum wage provisions found in the Indiana Minimum Wage Law, Ind. Code §§ 22-2-2-1 through 22-2-2-8.
7. Company and all of its subcontractors are in compliance with the Indiana Workers Compensation requirements contained in Ind. Code §§ 22-3-5-1 and 22-3-7-34.
8. Company and all of its subcontractors are in compliance with Indiana Unemployment Compensation requirements contained in Ind. Code § 22-44-1 through 22-4-39.5.
9. Company and all of its subcontractors must be in compliance with Indiana's Drug Testing requirements for employees in Ind. Code § 4-13-18-1 through 4-13-18-7.
10. Company certifies that it shall self-perform at least 15% of the total Project.

*Ry De*  
Signature

*Important - Notary Signature and Seal Required in the Space Below*

STATE OF Indiana  
COUNTY OF Johnson

SS:

Subscribed and sworn to before me this 11th day of March, 2025.

My commission expires: January 3rd, 2032 (Signed) *Patricia A. ...*

Residing in Brown County, State of Indiana.



DRUG TESTING PLAN CERTIFICATION

I, Ryan Decker, the duly authorized representative of  
(name of representative)

Sub-Surface of Indiana, 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 Sub-Surface of Indiana, Inc.

By: Ry Decker

Printed Name: Ryan Decker

Title: Estimator/Project Manager

STATE OF Indiana )

) SS:

COUNTY OF Johnson )

Before me, a Notary Public for said County and State personally appeared Ryan Decker,  
who acknowledged the truth of the statements in forgoing affidavit on this 11th day  
of March, 2025.

Patricia A. Hall

Patricia A Hall, Notary Public

Resident of Brown

My Commission Expires:

January 3rd, 2032



# Sub-Surface of Indiana, Inc.

## Substance Abuse Program (Pages 31-38)

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### 1. Policy Statement

We at the company recognize that our most valuable resource is our people. We also recognize that substance abuse in the work place is a serious problem. In order to protect our people, our physical resources, and others who may enter our workplace, the company has established a ZERO TOLERANCE POLICY regarding substance abuse and contraband materials in the workplace.

We will make every possible effort to discourage substance abuse and will establish procedures and rules designed to deter substance abuse in the workplace. Job Superintendents and Foreman are trained in drug and alcohol awareness on the jobsite. To monitor and enforce the substance abuse program policy we use the MICCS Certification Testing Program. Each employee will be informed of this policy, and of the rules and procedures of the company, and will be expected to comply with the rules and follow the procedures. Our ZERO TOLERANCE POLICY means ANY violation of the policy, rules or procedures shall result in IMMEDIATE DISCIPLINARY ACTION.

### 2. Application & Scope

This policy and the associated rules and procedures apply to any person located on company property.

**"Company Property"** is any property under the control of the company, or where employees are engaged in work related activities. This includes parking lots, yards or any area where an employee may carry out activities associated with their work. This also includes company vehicles and equipment, vehicles and equipment rented or leased by/ for the company, or lodging provided by/ for the company during the course of business (such as overnight accommodations when an employee is traveling on company business).

**"Any person"** includes employees, vendors, contractors or sub-contractors, and any other person on the property in the course of doing business with the company. It also includes any guest, visitor or relative of any such person when they are on the company property.

**"Contraband"** includes (but is not limited to) the following:

- a. Illicit or illegal drugs.
- b. Chemicals or other materials being used or intended for use specifically to induce an altered state of consciousness (such as concentrating and inhaling fumes or vapors in order to produce a chemically altered state of mind).
- c. Alcoholic beverages or any consumable including alcohol in its contents (including non-prescription medications).
- d. Prescription drugs prescribed to someone other than the person possessing them.

- e. Prescription drugs prescribed to an employee, but not reported to supervision or management.
- f. Materials, equipment or other items commonly recognized by the Law Enforcement Community as being drug related paraphernalia.
- g. Firearms or other weaponry, EXCEPT when secured in a personal vehicle or when authorized for possession during travel for personal protection. NOTE: Weapons carried in personal vehicles must remain in place, and must not be displayed or exhibited in a threatening or harassing manner. Such weapons shall not, under any circumstances, be brought into the workplace.

### **3. Searches and Drug Testing**

Any employee or any person on company property may at any time be subject to search or testing for the presence of contraband. By accepting employment with the company, the employees agree to search or testing at any time, as a condition of employment. Entering company property subjects any person to search or testing at the discretion of company representatives.

Testing may include any method of sampling for the presence of drugs or alcohol which is recognized as a valid procedure, and which follows an acceptable protocol for collection, testing, and chain of custody. Verification of positive testing for drugs will be done by Gas Chromatograph Mass Spectrometry (GCMS), or any alternative which current technology makes available that provides at least the same level of confidence. This drug test will be a five (5) panel testing for Amphetamines, Cocaine, Opiates, PCP, and THC.

Testing may include (but is not limited to) any of the following:

- a. Any person injured in the workplace or in the course of work related activities, and requiring medical treatment, SHALL be tested
- b. Testing of any or all persons involved in an accident or near-miss
- c. Pre-employment testing, and at least once per year after that
- d. Quarterly random for DOT, and 2% monthly or 6% quarterly random for all field employees
- e. Irregularly planned or periodic testing of a sample of the workforce
- f. Testing based on reasonable assumption of need

Searches may be conducted at any time to determine the presence of contraband.

These searches may include (but are not limited to):

- a. Any company property, equipment, or vehicle.
- b. Personal search of any person on company property, including employees, vendors, contractors or sub-contractors, visitors.

- c. Property, equipment, containers, articles of clothing, or vehicles brought onto company property.

#### **4. Training**

- a. All employees shall be trained in the Substance Abuse & Contraband Policy, and each new employee shall be trained in the policy during the new orientation process.
- a. Each employee shall sign a form indicating understanding and intent to comply with the policy, as a condition of employment.
- b. Each employee shall also sign a consent form for drug testing and a release form authorizing release of the test information to the company. These forms will be maintained in the employee's personnel file.
- c. Signs and / or posters describing the Substance Abuse & Contraband Policy shall be prominently posted where visitors, vendors and contractors can see them. Non-employees that regularly enter company property shall be provided with a copy of the policy, or summary of the policy.
- d. At least once a year, the Substance Abuse & Contraband Policy shall be included as a topic of regular safety meetings. Every company employee will sign a statement that they have reviewed the policy, understand it, and intend to comply. Any employee not in attendance shall be provided the information; shall review the information; and shall complete the signature sheet.
- e. Any revision of this policy shall be documented, and all employees shall be notified prior to implementation of the revision. During the annual review of the policy, particular note will be made of any revisions within the last year.

#### **5. Rules of Conduct Regarding Substance Abuse & Contraband**

These rules apply to any person on company property. Employees understand that compliance with these rules is a condition of employment. Any visitor to the company property is subject to the company policy, and specifically to these rules of conduct.

A member of management must approve any exception or exemption to any of these rules, in writing. Typically, this exception or exemption would be approved in advance.

- a. The solicitation, possession, sale, or use of alcohol, illicit or illegal drugs, or contraband is strictly prohibited on company property or while engaged in job related activities. This includes the abuse of chemicals or other materials for purposes of inducing an altered state of consciousness.
- b. The use of alcohol, illicit or illegal drugs, or other chemical abuse is prohibited when the residual effect of that use extends to the time an employee or other person enters the company property or begins work related activities.
- c. No one may possess or consume a prescription medication that has not been prescribed specifically for their personal use.
- d. Employees who are taking prescription medication must take the following steps:
  - 1. The medication must be in the original, labeled container.

2. The employee must notify the immediate supervisor of the use of prescription medication immediately upon arrival at work. The supervisor will relay this information to the safety representative, who will assure that the medication will not adversely influence the ability of the employee to perform normal work activities.
  3. The employee will not begin work until this has been established. Employees taking medication which may impair their ability to perform their normal duties may be required to refrain from work, or may be assigned other duties, until they are fully capable of safely returning to work.
- e. Any employee who becomes aware that another person is not complying with any of the policies, rules or procedures regarding Substance Abuse & Contraband shall immediately notify a supervisor.
  - f. Any employee who believes another person on company property is in possession of, is using, or is under the influence of a substance in violation of this policy, shall immediately report this to a supervisor.
  - g. Employees who consume prescription or non-prescription medications, especially cough medications and elixirs containing alcohol, shall not take more than the recommended dose described on the label.
  - h. Firearms and other weapons may not be brought into the workplace or onto company property.
    1. This prohibition will not be construed or applied so as to restrict an individual from carrying a weapon in their personal vehicle. However, that weapon must remain in the vehicle, and must not be brandished, displayed or exhibited in a dangerous, threatening or harassing manner. The weapon should not be handled at all while on company property or during job related activities.
    2. This prohibition will not be construed or applied so as to restrict an individual from carrying or normal use of any knife or tool necessary to their work, or the possession of a pocketknife or penknife typically carried or everyday use. In the event of any question, a supervisor or member of management will determine suitability. No tool or knife shall be used, brandished, displayed or exhibited in a dangerous, threatening or harassing manner.

## **6. Disciplinary Action**

The following rules of disciplinary action will be followed without regard to job status, position in the company organization, or length of employment. Most instances of drug abuse constitute a crime under state law. In keeping with the company's ZERO TOLERANCE POLICY, any violation of this policy which constitutes or involves criminal activity, or which may involve criminal activity, will be reported to the appropriate Law Enforcement Agency, and company representatives will cooperate as necessary to assist their investigation. This shall

include (but is not limited to) releasing drug test results, copies of reports, or results of searches.

- a. Any employee using or under the influence of alcohol, drugs, controlled substances or chemicals shall immediately be suspended without pay. Upon confirmation by GCMS or comparable means, the employee shall be terminated.

Any non-employee using or under the influence of alcohol, drugs, controlled substances or chemicals shall immediately be removed from the property and shall not be allowed to return for any reason. If the person is employed by a company doing business with the company, that company shall be notified in writing of the incident within two workdays, and informed of the company's Substance Abuse & Contraband ZERO TOLERANCE POLICY. This prohibition shall continue for one year. A second incident by any employee of the same company shall result in termination of any business activity by the company on the company property.

- b. Any employee in possession of contraband on company property, which does not involve criminal activity, shall immediately be suspended for five working days, without pay. A second incident within one year shall result in immediate termination.

Any non-employee in possession of contraband on company property, which does not involve criminal activity, shall immediately be removed from the property and shall not be allowed to return for any reason. If the person is employed by a company doing business with the company, that company shall be notified in writing of the incident within two workdays, and informed of the company's Substance Abuse & Contraband ZERO TOLERANCE POLICY. A second incident by an employee of the same company shall result in termination of any business activity by the company on the company property.

- c. Any employee in possession of contraband on company property, which involves criminal activity, shall immediately be terminated, and turned over to the appropriate Law Enforcement Agency.

Any non-employee in possession contraband on company property, which involves criminal activity, shall immediately be removed from the property and turned over to the appropriate Law Enforcement Agency. If the person is employed by a company doing business with the company, that company shall be notified in writing of the incident within two workdays, and informed of the company's Substance Abuse & Contraband ZERO TOLERANCE POLICY. A second incident by an employee of the same company shall result in termination of any business activity by the company on the company property.

- d. Any employee or non-employee who knowingly allows another person to violate any part of this policy, and fails to report such a violation to the immediate supervisor, shall be subject to the same disciplinary action as the person who violates the policy.
- e. Any employee who refuses to submit to a drug or alcohol test, or who refuses to allow a search of person, property or vehicle shall immediately be terminated for failure to comply with mandatory company policy. Any nonemployee who refuses to submit to a drug or alcohol test, or who refuses to allow a search of person, property or vehicle shall immediately be removed from company property and shall not be allowed to return for any reason. If the person is employed by a company doing business with the company, that company shall be notified in writing of the incident within two workdays, and informed of the company's Substance Abuse & Contraband ZERO TOLERANCE POLICY. A second incident by any employee of the same company shall result in termination of any business activity by that company on the company property.
- f. Any employee who violates any other part of this Policy shall be subject to suspension without pay, for a period of two to five workdays, as determined by a member of management the safety director and the immediate supervisor. A second offense within one year shall result in a suspension of thirty days. A third offense within one year of the second offense shall result in termination

Any non-employee who violates any other part of this Policy shall be subject to removal from property and may be banned from return, dependent upon the seriousness of the offense. If the person is employed by a company doing business with the company, that company shall be notified in writing of the incident within two workdays, and informed of the company Substance Abuse & Contraband ZERO TOLERANCE POLICY. A second incident by any employee of the same company may result in termination of any business activity by that company on the company property.

## **7. Guidelines for Implementation**

(These are guidelines rather than specific procedures. Each employer should develop specific procedures and identify primary resources for implementing these procedures.)

- a. Drug Testing
  - 1. When an employee or non-employee is subject to a test for drugs and alcohol, the employee will be informed of the procedure to be followed, and the reason for the test. The employee will review the Consent for Testing and Authorization for release of test results in the personnel file, and initial and date it. (This shall not be required before testing for persons involved in an accident or injury, or if such review involves any undue delay. It should be done at the earliest convenience.)

2. A reputable and qualified individual or organization, following established protocol for testing and chain of evidence, shall do all drug, alcohol or chemical abuse testing.
3. Before an employee is terminated on the basis of a drug screen (without the presence of any other evidence. Example: Results are inconclusive due to inadequate amount of urine or diluted urine), verification shall be obtained by Gas Chromatograph / Mass Spectrometer or comparable procedure. Non-employees or their companies shall have the opportunity for the same verification, at their own cost.
4. All persons shall maintain confidentiality of test results. Results shall be reported by the testing agency to a single designated company official (with an alternate company representative noted), and shall be available to no one else except the tested employee, without the permission of that employee.

*EXCEPTIONS to the requirement for confidentiality: When an employee has been terminated due to a violation of this policy, that information shall be available to Law Enforcement Agencies investigating possible criminal activity, and to prospective employers that contact the company for purposes of checking references. Where an accident or injury is involved, the insurance carrier shall be provided the results of the test, and any other information necessary.*

**b. Detaining & Searching**

1. Under no circumstance shall an employee of the company physically detain any person in the course of carrying out this policy. If an employee decides to leave the premises to avoid testing or search, they should be informed that their refusal to submit to search or test shall result in immediate termination. A non-employee under the same conditions should be informed that they will be denied any future access to company property.
2. Unless circumstances prevent, Law Enforcement Agencies should do physical searches. Under no circumstances shall any person be subject to a physical, personal search by an employee of a different sex. Same sex employees shall always conduct physical body searches, when the company representatives carry out these searches.
3. No person shall be subject to a physical body search by the company representatives without TWO WITNESSES. These witnesses will sign and date a confirmation that they were present during all phases of the search.

**c. Voluntary Reporting**

1. Any employee or non-employee may come forward voluntarily to report a personal problem with substance abuse, without fear of disciplinary action. This voluntary reporting may result in changes of job assignment due to safety factors, but should not result in demotion or termination as a punitive action. The company will assist in identifying available resources, and will assist the individual to engage in a program of rehabilitation.

2. Such voluntary reporting shall not be accepted as a means of avoiding implementation or consequences of the Search or Drug Testing clauses of this policy. Voluntary reporting must be done separate from any required search or test. Once a person is selected for search or testing, voluntary reporting may not be used to avoid such activities or their consequences.
3. The company will render any assistance possible to the employee, and will make special consideration regarding job assignment, time off for rehabilitation appointments, etc. This offer of special consideration is in response to the voluntary reporting of the problem and the desire of the company to assist employees who recognize a need for help.
4. The company assumes no responsibility for the problem, or the cost of the rehabilitation, except as determined on an individual basis and as outlined by company policy.
5. The company is not obligated to any specific action or financial commitment in this regard, and all assistance offered will be weighed against the responsibility of "THE COMPANY" to provide a safe and healthful workplace for all employees, as well as to maintain productivity.



7225 W. 700 S. • Morgantown, IN 46160  
812-597-4195 - office • 812-597-4196 - fax

November 16th, 2021

To whom it may concern:

I, the undersigned, hereby authorize Ryan Decker to sign on behalf of Sub-Surface of Indiana, Inc. for all project estimates and management related documents such as contracts, change orders, payment applications, lien waivers, etc. Any and all signatures made by Ryan Decker on behalf of Sub-Surface of Indiana, Inc. shall have the same effect as acts of my own.

This authorization is valid until further written notice from Sub-Surface of Indiana, Inc.

Sincerely,

Todd Burns

Todd Burns, President

Sworn to and subscribed before me this 16th day of November, 2021.

Patricia A. Hall

(Notary Public)

My Commission Expires: January 3<sup>rd</sup>, 2024

County of Residence: Brown



**CERTIFICATE OF QUALIFICATION**  
**to provide**  
**CONSTRUCTION SERVICES**  
**for**  
**PUBLIC WORKS PROJECTS**  
**to the**  
**STATE OF INDIANA**

This Certification Board, having duly considered application for qualification in terms of apparent experience and financial resources; and under the applicable Indiana Code 4-13.6-4 and adopted rules of this Board, hereby issues a Certificate of Qualification to provide construction services to the State of Indiana for Public Works Projects to:

<p><b>SUB-SURFACE OF INDIANA INC</b></p> <p>7225 W 700 S</p> <p>MORGANTOWN IN 46160</p> <p>Phone 812-597-4195 Fax 812-597-4196</p> <p>Company Official TODD BURNS</p>
---

for the twenty-seven month period stated herein, unless revoked by this Board for cause, and in the classifications of services stated below. This certificate supercedes any previous certificate.

- 1542.01 Institutional Bldgs (Hospitals, Schools, Prisons)**
- 1542.02 Commercial Buildings (Offices, Stores, Restaurants)**
- 1611.01 Concrete Construction of Roads & Curbing**
- 1611.02 Asphalt Construction of Roads and Parking Lots**
- 1623.03 Sewers and/or Water Lines**
- 1771.01 Concrete Construction**
- 1794.01 Earthmoving and Land Clearing**
- 1795.02 Demolition of Pavements and Roads**

CERTIFICATION DATE **5/8/2023**

EXPIRATION DATE **8/8/2025**

THIS CERTIFICATE ISSUED BY THE STATE OF INDIANA, PUBLIC WORKS DIVISION CERTIFICATION BOARD,  
402 WEST WASHINGTON STREET, ROOM W467, INDIANAPOLIS, INDIANA 46204,  
ALSO ACTS AS THE OFFICIAL NOTICE OF EXPIRATION.



Tracy L. Cross, Executive Secretary  
Certification Board

DAPW PQ2 State Form 3983R Rev. 07/06



**APPROVED AND FILED**  
**DIEGO MORALES**  
**INDIANA SECRETARY OF STATE**  
**10/04/2024 04:19 PM**

**BUSINESS ENTITY REPORT**

**NAME AND PRINCIPAL OFFICE ADDRESS**

**BUSINESS ID** 1992110573  
**BUSINESS TYPE** Domestic For-Profit Corporation  
**BUSINESS NAME** SUB-SURFACE OF INDIANA, INC.  
**ENTITY CREATION DATE** 11/13/1992  
**JURISDICTION OF FORMATION** Indiana  
**PRINCIPAL OFFICE ADDRESS** C/O TODD BURNS, 7225 W 700 S, MORGANTOWN, IN, 46160, USA

**YEARS FILED**

**YEARS** 2024/2025

**EFFECTIVE DATE**

**EFFECTIVE DATE** 10/04/2024  
**EFFECTIVE TIME** 4:19 PM

**REGISTERED OFFICE AND ADDRESS**

**REGISTERED AGENT TYPE** Individual  
**NAME** Todd Burns  
**ADDRESS** 7225 W 700 S, MORGANTOWN, IN, 46160 - 0000, USA

**GOVERNING PERSON INFORMATION**

**TITLE** Secretary  
**NAME** Vickie A Burns  
**ADDRESS** 7225 W 700 S, Morgantown, IN, 46160, USA

**TITLE** President  
**NAME** Todd Burns  
**ADDRESS** 7225 W 700 S, MORGANTOWN, IN, 46160, USA

**APPROVED AND FILED**  
**DIEGO MORALES**  
**INDIANA SECRETARY OF STATE**  
**10/04/2024 04:19 PM**

**SIGNATURE**

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **October 4, 2024**.

THE UNDERSIGNED ACKNOWLEDGES THAT A PERSON COMMITS A CLASS A MISDEMEANOR BY SIGNING A DOCUMENT THAT THE PERSON KNOWS IS FALSE IN A MATERIAL RESPECT WITH THE INTENT THAT THE DOCUMENT BE DELIVERED TO THE SECRETARY OF STATE FOR FILING.

**SIGNATURE**

Vickie Burns

**TITLE**

Secretary

Business ID : 1992110573

Filing No. : 10515728







January 6, 2025

RE: Prequalification

To Whom It May Concern,

Our client, Sub Surface of Indiana, Inc, has informed us of their interest in proposing on a future project and that performance and payment bond(s) may be required.

Should a project be awarded to Sub Surface of Indiana, Inc, it is our present intention to provide performance and payment bonds which may be required guaranteeing performance of the contract. During our relationship, Merchants National Bonding Company, Inc has supported Sub Surface of Indiana, Inc on projects significantly larger than the captioned project and stand ready to do so again if requested.

Please understand that this letter is given with the understanding that issuance of any bond(s) require the satisfactory review of the contract documents, bond forms and verification of project financing. Any arrangement for final bond or bonds is a matter between our client, Sub Surface of Indiana, Inc, and Merchants National Bonding Company and we assume no liability to third parties or to your firm. if for any reason we do not execute said bond or bonds.

Sub Surface of Indiana, Inc has been a client of Houchens Insurance Group for many years. And have proven their skills and abilities by completing numerous technical and challenging projects. We hold Sub Surface of Indiana, Inc in the highest regard.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads 'Melissa Propst'.

Melissa Propst, AFSB  
Surety Account Manager

1240 Fairway Street  
PO Box 1779  
Bowling Green KY 42102-1779  
Telephone 270.781.2020  
Facsimile 270.843.8808

505 Wellington Way  
Lexington KY 40503  
Telephone 859.263.2771  
Toll Free 800.373.6434  
Facsimile 859.263.1999

Suite 101  
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Franklin TN 37067  
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2009 Frederica Street  
Owensboro KY 42302-0785  
Telephone 270.685.5581  
Facsimile 270.685.3342