

CONTRACTORS BID FOR PUBLIC WORK

Form No. 96 (Revised 2009)

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BID OF

Hasse Construction Company, Inc.

(Contractor)

10 Lincoln Ave. Calumet City, IL 60409

(Address)

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FOR

PUBLIC WORKS PROJECTS

OF

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Forest/Hohman Alley

Sanitary Sewer Replacement

Town of Munster, Lake County, Indiana

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Filed \_\_\_\_\_

Action Taken \_\_\_\_\_

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**CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96**

**PART I**

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

Date: October 9, 2019

1. Governmental Unit (Owner): Town of Munster

2. County: Lake County

3. Bidder (Firm): Hasse Construction Company, Inc.

Address: 10 Lincoln Ave. (PO Box 300)

City/State: Calumet City, IL 60409

4. Telephone Number: (708) 862-2450

5. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of the Town of Munster (Governmental Unit) in accordance with request for quotes dated October 1, 2019 for the sum of  
\$ 106,000.00

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

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

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

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

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

## ACCEPTANCE

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

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

### PART II

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

Governmental Unit: Town of Munster

Bidder (Firm): Hasse Construction Company, Inc.

Date: October 9, 2019

These statements to be submitted under oath by each bidder with and as a part of his bid.  
Attach additional pages for each section as needed.

### SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
\$7,000,000	WWTP	05/18	Town of Schererville
\$5,000,000	Reconstruction	09/18	City of East Chicago
\$1,000,000	Scale Work	04/18	InDOT
\$750,000	Utility & Building	03/18	City of Whiting

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
\$5,000,000	Reconstruction	05/19	City of East Chicago
\$1,000,000	Water Utilities	05/19	City of Gary
\$500,000	Water Utilities	07/19	City of Hobart
\$500,000	Renovation	07/19	Lake County Government

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

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

Community Hospital - Dave Otte (219) 836-0130

Praxair - Ed Jurasevich (219) 398-3777

Cargill, Inc. - Ivan Singleton (219) 473-5851

City of Hammond - Dean Button (219) 853-6336

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## SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, completed the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)

Work would start after contracts are executed. The project will be completed in a timely manner with

both an adequate trained and number of workers.

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2. Please list the names and addresses of subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

Due to an extensive list, can be furnished upon request prior to award.

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

Subcontractors are pending final review.

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

New model excavators, loaders, truck and small tools are available to perform on this project.

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

We have bids currently in our office on most materials required to complete this project.

### 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 IV OATH AND AFFIRMATION

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

Dated at \_\_\_\_\_ this 9th day of October, 2019

Hasse Construction Company, Inc.  
(Name of Organization)  
By [Signature]  
Frederick J. Armstrong, Vice President  
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana )  
COUNTY OF Lake )

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

Subscribed and sworn to before me this 9th day of October, 2019.

[Signature]  
Notary Public

My Commission Expires: January 26, 2024

County of Residence: Lake



END OF SECTION

HASSE CONSTRUCTION COMPANY, INC.

AUDITED FINANCIAL STATEMENTS  
AND SUPPLEMENTARY INFORMATION

FOR THE YEARS ENDED  
DECEMBER 31, 2018 AND 2017

## INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Stockholders  
of Hasse Construction Company, Inc.  
Calumet City, IL

### Report on the Financial Statements

We have audited the accompanying financial statements of Hasse Construction Company, Inc. (an Illinois S Corporation), which comprise the balance sheets as of December 31, 2018 and 2017, and the related statements of income and retained earnings, and cash flows for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

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

### Auditors' Responsibility

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

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

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





### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hasse Construction Company, Inc. as of December 31, 2018 and 2017, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary schedules on pages 17-18 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

McMahon & Associates CPAs PC  
McMahon & Associates Certified Public Accountants, P.C.  
Munster, Indiana

March 2, 2019

HASSE CONSTRUCTION COMPANY, INC.

BALANCE SHEETS  
DECEMBER 31, 2018 AND 2017

	<u>ASSETS</u>	
	2018	2017
<u>CURRENT ASSETS:</u>		
Cash and cash equivalents	\$ 2,866,546	\$ 1,707,946
Accounts receivable	12,634,110	7,269,018
Costs incurred and income recognized in excess of billings on uncompleted contracts	175,537	401,233
Prepaid expenses	21,350	20,896
Total current assets	<u>15,697,543</u>	<u>9,399,093</u>
<u>FIXED ASSETS:</u>	5,108,361	4,777,537
Less: Accumulated depreciation	<u>3,759,410</u>	<u>3,537,414</u>
Net fixed assets	<u>1,348,951</u>	<u>1,240,123</u>
<u>OTHER ASSETS</u>	<u>5,350</u>	<u>4,850</u>
<u>TOTAL ASSETS</u>	<u>\$ 17,051,844</u>	<u>\$ 10,644,066</u>

LIABILITIES AND STOCKHOLDERS' EQUITY

<u>CURRENT LIABILITIES:</u>		
Note payable - stockholder	\$ 0	\$ 109,456
Note payable - current portion	0	41,845
Accounts payable	7,697,880	5,377,470
Billings in excess of costs incurred and income recognized on uncompleted contracts	4,205,408	1,562,508
Taxes payable and accrued	194,599	127,438
Other accrued expenses	581,707	447,145
Total current liabilities	<u>12,679,594</u>	<u>7,665,862</u>
<u>STOCKHOLDERS' EQUITY:</u>		
Common stock, no par value, authorized 3,000 shares, issued and outstanding 2,500 shares	387,500	387,500
Additional paid-in capital	125,000	125,000
Retained earnings	3,859,750	2,465,704
Total stockholders' equity	<u>4,372,250</u>	<u>2,978,204</u>
<u>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</u>	<u>\$ 17,051,844</u>	<u>\$ 10,644,066</u>



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Hasse Construction Company, Inc.  
P.O. Box 300  
Calumet City, IL 60409

### OWNER:

(Name, legal status and address)

Town of Munster  
1005 Ridge Road  
Munster, IN 46321

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
2200 Renaissance Boulevard, Ste. 400  
King of Prussia, PA 19406-2755

### Mailing Address for Notices

1001 4th Avenue, Suite 1700  
Seattle, WA 98154

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

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

**BOND AMOUNT:** Ten Percent of the Total Bid ( 10% )

### PROJECT:

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

Forest/Hohman Alley Sanitary Sewer Replacement

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

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

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

Signed and sealed this 9th day of October, 2019.

(Witness)

(Witness) Kathryn R. Postma

Hasse Construction Company, Inc.  
(Principal)   
(Seal)

By:   
(Title)

Liberty Mutual Insurance Company  
(Surety)

By:   
(Title) David M. Olinger Attorney-in-Fact





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

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8201595-285128**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Eric M. Wahlstrom, Lisa M. Becker, Tia A. Boice, Brian T. Morton, David M. Oliger, Kathryn R. Postma, Tina N. Senefeld

all of the city of Indianapolis state of Indiana each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of July, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 18th day of July, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 9th day of October, 2019.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary