- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid:
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - "coercive practice" means harming or threatening to harm, directly or indirectly, persons
    or their property to influence their participation in the bidding process or affect the
    execution of the Contract.

#### ARTICLE 5 - BASIS OF BID

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

#### **UNIT PRICE BID**

| Item Description  | Estimated<br>Quantity | Unit | Unit Price | Total Price   |
|---|-----------------------|------|------------|---------------|
| Remove and replace five inch (5") thick regular Portland cement concrete sidewalk complete, including concrete removal, earthwork, base material, compaction, and all other work incidental thereto                                       | 15,000                | SF   | \$21.00    | \$ 315,000.00 |
| Remove and replace approximately 1,000 square feet of seven inch (7") thick reinforced Portland cement concrete sidewalk complete including concrete removal, earthwork, base material, compaction, and all other work incidental thereto | 1,000                 | SF   | \$ 27.60   | \$ 27,600.00  |
| TOTAL BID   |                       |      |            | \$342,600.00  |

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be started by June 15, 2024 and substantially complete by July 31, 2024 and ready for final payment by August 15, 2024. Contractor to provide a schedule at the pre-construction meeting.
- 6.02 For each calendar day including Saturdays, Sundays, and Holidays, that work shall remain uncompleted after August 15, 2024, a sum of one-thousand dollars (\$1,000) per day will be

## 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. 2024 \_\_\_\_this \_\_\_\_21 \_\_\_day of \_\_\_\_ Gary, IN Dated at Rieth-Riley Construction Co., Inc. (Name of Organization) Christopher W. Fouts, Sales Manager (Title of Person Signing) **ACKNOWLEDGEMENT** STATE OF Indiana COUNTY OF Lake Christopher W. Fouts and Before me, a Notary Public, personally appeared the above-named \_\_\_\_\_ swore that the statements contained in the foregoing document are true and correct. 2024 February Subscribed and sworn to before me this \_\_\_\_ day of Notary Public My Commission Expires: October 20, 2029 Zachary Sassman Notary Public Seal County of Residence: Porter State of Indiana Reg. No NP0736927 My Commission Expires 10/20/2029

#### . BID BOND

# TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, as Principal, hereinafter called That we, RIETH-RILEY CONSTRUCTION CO., INC. the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held Town of Munster and firmly bound unto as Obligee, hereinafter called the Obligee, in the sum of Dollars Ten Percent ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. WHEREAS, the Principal has submitted a bid for 2024 Sidewlak Replacement Program NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. Signed and sealed this day of RIETH-RILEY CONSTRUCTION CO., INC. (Principal) (Seal) Christopher W. Fouts, Sales Manager TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Attorney-in-Fact



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

#### **POWER OF ATTORNEY**

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.







State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

Robert L. Raney-Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kevin E. Hughes, the undersigned. Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21st day of February, 2024







Kevin E. Hughes, Assistant Secretary

#### **ARTICLE 3 - BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| Addendum No. | Addendum Date<br>2/20/2024 |
|--------------|----------------------------|
|              | -                          |

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

#### **ARTICLE 4 - BIDDER'S CERTIFICATION**

- 4.01 Bidder certifies that:
  - A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

# **Bid Proposal Packet for:**

**Town of Munster** 

2024 Sidewalk
Replacement Program

February 2024

#### **E-VERIFY AFFIDAVIT**

As required by Indiana Code 22-5-1.7-11 for certain contracts executed after June 20, 2011, the Contractor entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. Contractor shall affirm, prior to entering into its contract with the Owner, that the Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program, and submit a properly notarized E-Verify Affidavit to the Owner, which shall affirm the Contractor does not knowingly employ an unauthorized alien. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

| (Contractor):            | Rieth-Riley Construction Co., Inc.                                     |      |
|--------------------------|--|------|
| Sy (Written Signature):  | Clin & C   |      |
| (Printed Name):          | Christopher W. Fouts   |      |
| (Title):                 | Sales Manager  |      |
| Important - Notary Signa | ature and Seal Required in the Space Below                             |      |
| STATE OF <u>Indiana</u>  | )<br>) SS:   |      |
| COUNTY OF <u>Lake</u>    |  |      |
| Subscribed and sworn t   | o before me this 21st day of February , 20                             | )24  |
|                          | (Printed) Zachary Sassman  |      |
| My commission expires    | Resident of Porter Cou   | inty |
| October 20, 2029         | Zachary Sassman Notary Public Seal State of Indiana Reg. No. NP0736927 |      |

### The Bid is to be submitted on photocopies of this Bid Form.

#### **BID FORM**

Total Amount of Bid \$ 342, 600.00

Contractor's Name Rieth-Riley Construction Co., Inc.
Telephone 219-977-0722

PROJECT IDENTIFICATION:

2024 Sidewalk Replacement Program

Town of Munster, Indiana

BIDS TO BE OPENED: February 21, 2024 at 10 AM at Town of Munster Town Hall, Main Meeting Room

#### **TABLE OF ARTICLES**

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| ARTI     | CLE 1 - BID RECIPIENT                                |   |                                 |
| 1.01     | This Bid is submitted to:                            | Town of Munster<br>Clerk-Treasurer's Office<br>1005 Ridge Road<br>Munster, IN 46321 |                                 |
| 1 02     | The undersigned Bidder p                             | roposes and agrees, if this Bid is accepted, to enter into                          | o an Agreement                  |

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

deducted from monies due the Contractor, not as a penalty, but as liquidated damages. No exception to this provision will be made except for delays occasioned by actions of the Town or conditions beyond the control and without the fault of the Contractor, such as acts of God, acts of public enemy, acts of Government, fires, floods, epidemics, strikes, or extraordinary delay in procurement of critical materials. For a strike to be considered as a reason for extension of time, it must be general in nature and not one that can be considered to be under the control of the Contractor.

### ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
  - A. Required Bid security.
  - B. Indiana State Form 96
  - C. Properly executed and notarized E-Verify Affidavit.
  - D. Evidence of authority to conduct business as corporation in Indiana

# ARTICLE 8 - BID SUBMITTAL This Bid submitted by: If Bidder is: An Individual Name (typed or printed): By: \_\_\_\_\_(Individual's signature) \_\_\_\_\_ (SEAL) Doing business as: A Partnership Partnership Name: \_\_\_\_\_ (SEAL) (Signature of general partner - attach evidence of authority to sign) Name (typed or printed): \_\_\_\_\_ A Joint Venture Name of Joint Venturer: (SEAL) First Joint Venturer Name: (Signature of first joint venture partner - attach evidence of authority to sign) Name (typed or printed): Second Joint Venturer Name: \_\_\_\_\_\_(SEAL) By: \_\_\_\_\_\_(Signature - attach evidence of authority to sign) Name (typed or printed): (Each joint venturer must sign. The manner of signing for each individual, partnership, and

corporation that is a party to the joint venture should be in the manner indicated above.)

| A Corporation   |
|---|
| Corporation Name: Rieth-Riley Construction Co., Inc. (SEAL)   |
| State of Incorporation:Indiana  |
| Type (General Business, Professional, Service, Limited Liability): General Business  By: (Signature - attach evidence of authority to sign) |
| , ,   |
| Name (typed or printed): Christopher W. Fouts   |
| Title. Sales Manager  |
| Attest: 2 2 Sem   |
| Date of Qualification to do business in Indiana is 08 / 08 /1952.  (State Where Project is Located)   |
| 8.02 Contact Information  |
| Bidder's Business Address: _7500 W. 5th Avenue  |
| Gary, Indiana 46406   |
| - 210 077 0722 Faccimile: 210 044 2472 F-mail: cwfouts@rieth-rilev.com  |

\_. 20\_24\_\_.

Submitted on February 21

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

|            |   | Date (month, day, year):    | February 21, 2024              |
|------------|---|-----------------------------|--------------------------------|
| 1.         | Governmental Unit (Owner): Town of Muns         | ter                         |                                |
| 2.         | County : Lake                                   |                             |                                |
| 3.         | Bidder (Firm): Rieth-Riley Construction Co      | o., Inc.                    |                                |
|            | Address: 7500 W. 5th Ave.                       |                             |                                |
|            | City/State/ZIPcode: Gary, IN 46406              |                             |                                |
| 4.         | Telephone Number: 219-977-0722                  |                             |                                |
| 5.         | Agent of Bidder (if applicable):                |                             |                                |
| Pu         | ursuant to notices given, the undersigned offer | s to furnish labor and/or n | naterial necessary to complete |
| the public | works project of 2024 Sidewalk Replacement      | ent Program                 |                                |
| (Governme  | nental Unit) in accordance with plans and spec  | fications prepared by       |                                |
|            |   | and dated                   | for the sum of                 |
| See Atta   | achment   | See Attachi                 | nent                           |
|            |   |                             |                                |

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 the  | nis day of   | , subject to the |
|--------------------------------|--|------------------|
|                                |  |                  |
| Contracting Authority Members: |  |                  |
|                                |  |                  |
|                                |  |                  |
| (For pro                       | PART II<br>njects of \$150,000 or more – IC 36-1-12-4) |                  |
| Governmental Unit:             | Town of Munster  |                  |
| Bidder (Firm)                  | Rieth-Riley Construction Co., Inc.                     |                  |
| Date (month, day, ye           | ear):February 21, 2024                                 |                  |

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<br>Date | Name and Address of Owner                     |
|-----------------|--|--------------------|---|
| 2,400,000.00    | Earthwork, Concrete, Asphalt                     | 2023               | Street Resurfacing 2023, Town of Schererville |
| 2,000,000.00    | Earthwork, Asphalt Paving                        | 2023               | 129th & Dickey Rd, East Chicago               |
| 1,100,000.00    | Earthwork, Underground Ublistes, Asphalt Paving  | 2023               | Road & Water Improvements, Town of Munster    |
| 1,200,000.00    | Earthwork, Underground Utilies Concrete, Asphalt | 2023               | Center Street, City of Whiting                |

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

| Contract Amount | Class of Work                                       | Expected<br>Completion<br>Date | Name and Address of Owner                |
|-----------------|---|--------------------------------|--|
| 6,000,000.00    | Earthwork, Underground Ullifiles, Concrete, Asphall | 2024                           | Hohman Avenue, City of Hammond           |
| 1,500,000.00    | Earthwork, Underground Utilibes, Asphalt            | 2024                           | Greenview and 113th, City of Crown Point |
| 300,000.00      | Earthwork, Asphalt                                  | 2024                           | Whiting 2023 Resurface City of Whiting   |
| 80,000.00       | Earthwork, Asphalt                                  | 2024                           | Dune Acres 2024 CCMG, Town of Dune Acres |

|   | for which you have performed we   |   |
|---|---|---|
| Berglund Construction   | Contact: Jim Dyer   | 219-926-4246  |
| Tonn & Blank Construction   | Contact: Steven Gierke  | 219-878-6230  |
| NiSource  | Contact: Chris Booth  | 219-406-5409  |
| Cleveland Cliffs  | Contact: Jeff Edwards   | 219-787-2312  |
| Dyer Construction   | Contact: Greg Furman  | 219-865-2961  |
| Explain your plan or layout for pe  | PLAN AND EQUIPMENT QUES<br>erforming proposed work. (Exami<br>the project, number of workers, e<br>mental unit to consider your bid.)<br>and specifications.  | oles could include a narrative o  |
| Explain your plan or layout for pe<br>you could begin work, complete<br>believe would enable the govern   | erforming proposed work. (Exam<br>the project, number of workers, e<br>mental unit to consider your bid.)   | oles could include a narrative o  |
| Explain your plan or layout for pe<br>you could begin work, complete<br>believe would enable the govern   | erforming proposed work. (Exam<br>the project, number of workers, e<br>mental unit to consider your bid.)   | oles could include a narrative o  |
| Explain your plan or layout for person you could begin work, complete believe would enable the govern According to project plans a second plan who have performed part of the                                       | erforming proposed work. (Exam<br>the project, number of workers, e<br>mental unit to consider your bid.)   | oles could include a narrative of<br>tc. and any other information wi<br>ersons or firms outside your own<br>lic works projects during the pa |
| Explain your plan or layout for person you could begin work, complete believe would enable the govern According to project plans a second plan who have performed part of the                                       | erforming proposed work. (Example the project, number of workers, emental unit to consider your bid.) and specifications.  esses of all subcontractors (i.e. perwork) that you have used on publications.                             | oles could include a narrative of<br>tc. and any other information wi<br>ersons or firms outside your own<br>lic works projects during the pa |
| Explain your plan or layout for person you could begin work, complete believe would enable the govern According to project plans a second plan who have performed part of the years along with a brief description. | erforming proposed work. (Example the project, number of workers, examental unit to consider your bid.) and specifications.  esses of all subcontractors (i.e. perwork) that you have used on publicion of the work done by each sub- | ersons or firms outside your own lic works projects during the pa- contractor.  Traffic Maintenance/Markings                                  |

| equipmer<br>unable to<br>approval.<br>immediat | end to sublet any portion of the work, state the name and address of each subcontractor,<br>not to be used by the subcontractor, and whether you will require a bond. However, if you are<br>to currently provide a listing, please understand a listing must be provided prior to contract<br>. Until the completion of the proposed project, you are under a continuing obligation to<br>dely notify the governmental unit in the event that you subsequently determine that you will use a<br>actor on the proposed project. |
|--|---|
| Subcor   | ntractor list will be presented upon award.   |
|  |   |
|  |   |
|  |   |
|  |   |
|  |   |
| subcontra                                      | uipment do you have available to use for the proposed project? Any equipment to be used by actors may also be required to be listed by the governmental unit.   |
| As requ  | uired.  |
|  |   |
|  | - a   |
|  |   |
|  |   |
|  | $\epsilon$  |
| Have you<br>preparing<br>listed.               | u entered into contracts or received offers for all materials which substantiate the prices used in g your proposal? If not, please explain the rationale used which would corroborate the prices   |
| Yes  |   |
|  |   |
|  |   |
| -  |   |
|  |   |
|  |   |

## SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

# Contractor's Financial Statement

|   |                        | Fillalicial State                    |         |    | 5          | ੱ⊠<br>□       | A   | A Co  | rpora<br>-parti | tion<br>tersi |
|---|------------------------|--------------------------------------|---------|----|------------|---------------|-----|-------|-----------------|---------------|
| Bieth-Riley Cons  | truction Co., Inc      | c.                                   |         |    | - <b>\</b> |               | Ā   | An lo | divid           | ual           |
| ith principal office at 3626 Elkh   | art Road, P.O.         | Box 477, Goshen, IN 46527-0477       |         | _  |            | _             |     |       |                 |               |
|   |                        |                                      |         |    | =          | =             | =   |       | =               | =             |
| Condition at close of busines   | S                      | December 30, 2023                    | 1       | -  | Г          | Dolla         | rs  | -     |                 | (             |
|   | ASSETS                 |                                      |         |    |            |               |     |       |                 |               |
| - •   | (a) On hand            |                                      |         | _  |            | _             |     |       | 5 E             | -             |
| Casii.  | (b) In bank            |                                      | 11      | 9  | 2          | 9             | 3   | 9     | 9 6             |               |
|   | (c) Elsewhere          |                                      |         | -  |            | -             | -   | -     | 10              | -1-           |
| N   | (a) Due within 90 days | S                                    |         | -  |            | -             | -   | -     |                 | -1-           |
| Notes receivable  | (h) Due after 90 days  |                                      |         | -  |            | $\rightarrow$ | -   | +     | 1               | -             |
|   | 11-                    |                                      |         | -  |            | -             | _   |       | _               |               |
|   | outracts exclusive of  | claims not approved for payment      |         | 7  | _1         | 3             | 6   | 9     | +               | -             |
| 1loted contracts  | ac chown by change     | 3 Of Wolffeed a comment              |         |    |            | _             |     |       | L               |               |
|   |                        |                                      | 9       | 3  | 3          | 5             | 4   | 3     | 4 3             | +             |
|   | (b) Retainage to date: | due upon completion of contracts     | 1       | 7  | 5          | 1             | 0   | 4     | 4               | _             |
| 11 See assumed other  | than construction co   | ntracts                              |         | _  |            | -             | -   |       | - 19            | -             |
| Accounts receivable from sources other  | (a) Pecoverable W      | ithin 90 days                        |         | _  |            |               | _   |       | -               | )             |
| Deposits for bids or other guarantees:  | (a) Recoverable at     | fter 90 days                         |         |    |            |               |     | -     |                 | 1             |
|   | (b) Kecoverable a      | NT ASSETS                            | 3       |    |            | 3             |     |       |                 | -             |
| Interest accrued on loans, securities, et   | c. OTHER CURREN        | ess purposes                         | 6       | 6  | 0          | 3             | 0   | 0     | 6 !             | 3             |
| Real estate:  | (a) Used for promi     | usiness purposes                     |         |    |            |               |     |       |                 | 2             |
|   | (b) Not used for b     | usiness purposes                     |         |    |            |               |     |       |                 | 2             |
| Stocks and bonds:   | (a) Listed - preser    | nt market value                      |         |    |            |               |     |       |                 | 0             |
|   | (b) Unlisted - pres    | sent value                           |         |    |            |               |     |       |                 | 0             |
| Materials in stock not included in Item   | 4 (a) For uncomplet    | ed contract (present value)          | 7       | 0  | 0          | 0             | 6   | 8     | 2               | 2             |
|   | (b) Other material     | s (present value)                    | 10      |    |            |               |     |       | 1               |               |
| Equipment book value  |                        |                                      | -10     |    | Ť          |               |     |       |                 |               |
| Furniture and fixtures, book value  |                        |                                      | 14      | 0  | 1          | 6             | 7   | 5     | 8               | 0             |
| Other assets  |                        |                                      | EA.     | 6  | 0          | 0             | 1   | 2     | 3               | 4             |
| Other assets  |                        | Total assets                         | 04      | -  | 9          | 3             | *** |       | -               | 7             |
|   |                        | 5                                    |         |    |            |               |     |       |                 |               |
| 1 8)  | LIABILITIE             | 8                                    | - No. 1 |    |            | _             |     |       |                 | ړ             |
|   | (a) To banks requ      | ılar                                 | _       | 3  | 1          | 7             | 8   | 1     | 9               |               |
| Notes payable:  | (a) To banks for (     | certified checks                     |         |    |            | _             | _   |       |                 | 0             |
|   | (b) To banks for a     | equipment obligations                |         |    | _          |               |     |       |                 | 0             |
|   | (c) 10 others for (    | lusive of equipment obligations      |         |    |            |               |     |       | -               | 0             |
|   | (a) 10 others exc      | marke or edmbman and                 | 4       | 7  | 4          | 2             | 1   | 2     | 1               | 6             |
| Accounts payable:   | (a) Not past due       | -                                    |         |    |            |               |     |       |                 | 0             |
|   | (b) Past due           |                                      |         |    |            |               |     |       |                 | 0             |
| Real estate encumbrances  |                        |                                      | 10      | 3  | 0          | 3             | 0   | 8     | 8               | 5             |
| Other liabilities   |                        |                                      |         |    |            |               |     |       |                 | 0             |
| Reserves  |                        |                                      |         | 1  | 4          | 2             | 6   | 6     | 0               | 0             |
| Capital stock paid up:  | (a) Common             | Suparme.                             | 7       | 3  |            | 6             |     |       | 8               |               |
| Capitan are F   | (b) Common             | Treasury                             |         | 1  |            |               |     |       |                 | 0             |
|   | (c) Preferred          | Accumulated Other Comprehensive Loss |         | 1  |            |               |     | 2     | 2               | 8             |
|   | (d) Preferred          | Accumulated Other Comprehensive Loss | 41      | 8  | 9          |               |     | 9     | 2               | 4             |
| Surplus (net worth)   |                        | Total liabilities                    |         |    |            |               | 1   | 2     |                 | 4             |
|   |                        | Du LLICS                             |         | T  | Ī          |               |     |       |                 |               |
|   | CONTINGENT LIA         |                                      |         |    |            |               |     |       |                 | 0             |
|   | or sold                |                                      | _       | -  | -          | -             | +   | -     | 1               | 0             |
| Liability on notes receivable, discounted   | assigned or sold       |                                      | _       | +- | +          |               | +   | -     | -               | 0             |
| Liability on notes receivable, discounted of sold  Liability on accounts receivable, pledged, assigned or sold  Liability on accounts receivable, pledged, assigned or sold |                        |                                      |         | 1  | -          | -             | 1   | 1     |                 | 0             |
| Liability as bondsman  Liability as guarantor on contracts or on a  | ccounts of others      |                                      | -       | +- | -          | -             | 1   | -     |                 | 0             |
| Liability as guarantor on contracts of on a   |                        |                                      |         | -  | -          | -             | -   | -     | 1               | -             |

Total contingent liabilities

5. Other contingent liabilities

| BID OF                             |            |
|------------------------------------|------------|
| Rieth-Riley Construction Co., Inc. |            |
| (C                                 | ontractor) |
| 7500 W 5th Avenue                  |            |
|                                    | (Address)  |
| Gary, IN 46406                     |            |
| FOR                                |            |
| PUBLIC WORKS PROJECTS              |            |
| OF                                 |            |
| Town of Munster                    |            |
| 2024 Sidewalk Replacement Program  |            |
|                                    |            |
|                                    |            |
| Filed February 21                  | 2024       |
| Action taken                       |            |
| / John Miles                       |            |
| <del>-</del>                       |            |