

**CITY OF SOUTH BEND, INDIANA  
CONTRACTOR'S QUOTE FOR PUBLIC WORK**



**PROJECT NAME:** 2025 NSE Demolitions – Two Commercial Properties  
**PROJECT NO.** 125-043BR  
**QUOTES DUE** January 27, 2026, by 9:00 A.M. – BPWbids@southbendin.gov

(Must be completed for all quotes. Please type or print)

Date: 1-27-2025 Firm: Indiana Earth, INC  
 Address: 10343 McKinley HWY  
 City/State/Zip: Oscoda, IN 46561 Telephone Number: (574) 674-6488  
 Email Address: estimatorindianaeearth@yahoo.com  
 Agent of Bidder (if Applicable): Ryne Myers  
 Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of:

**2025 NSE Demolitions – Two Commercial Properties**

the City of South Bend, Indiana, in accordance with plans and specifications prepared by:

**The City of South Bend, Department of Public Works**

and dated 01/13/2026 for the sum of (enter the Total Quote as shown on the Proposal)

Seventy seven thousand eight hundred fifty two (\$ 77,850<sup>00</sup> )  
 (Enter Sum of Total Quote plus Alternates shown on Proposal) (Numerical)

If alternative quotes 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 City of South Bend. If the quote is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

By   
 (Signature)  
Mark Oster, President  
 (Printed Name of Person Signing)

**ACCEPTANCE**

The above quote is accepted this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Subject to the following conditions: \_\_\_\_\_

**BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
 President

\_\_\_\_\_  
 Members



# QUOTE/PROPOSAL CITY OF SOUTH BEND

**PROJECT NAME** 2025 NSE Demolitions – Two Commercial Properties  
**PROJECT NO.** 125-043BR  
**QUOTES DUE** January 27, 2026

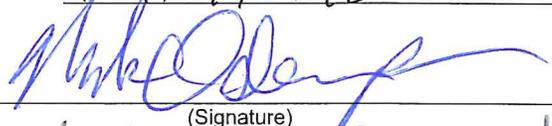
Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Provide a Lump Sum price to perform the building demolition, clearing and grubbing, backfill, grading and seeding as intended by these Specifications at <b>2209/2211 West Sample Street</b>	1	LSUM	\$ 54,050. <sup>00</sup>	\$ 54,050. <sup>00</sup>
2	Provide a Lump Sum price to perform the building demolition, clearing and grubbing, backfill, grading and seeding as intended by these Specifications at <b>817 East Sample Street.</b>	1	LSUM	\$ 23,800. <sup>00</sup>	\$ 23,800. <sup>00</sup>
<b>Total Amount of Quote</b>					<b>\$ 77,850.<sup>00</sup></b>

Firm: Indiana Earth, INC

Address: 10343 McKinley Hwy

City/State/Zip: Osceola, IN 46561 Telephone Number: (574) 674-6488

Fax Number: (574) 674-6480

By   
(Signature)

Mark Oster, President  
(Printed Name of Person Signing)

## CITY OF SOUTH BEND

### EQUAL EMPLOYMENT OPPORTUNITY CONTRACTING PROVISIONS DIVERSITY UTILIZATION

It is the policy of the City of South Bend to provide equal employment and business opportunity for all persons, partnerships, companies, and corporations in accordance with the rules, regulations and guidelines of the applicable federal, state and local laws. This policy of equal employment and business opportunity shall apply to every contractor or subcontractor bidding or holding a public contract with the City of South Bend.

In furtherance of this policy, the following Equal Opportunity Clauses are hereby made a part of every construction contract entered into by the City of South Bend and all subcontractors entered into pursuant to any such contract and the bidder hereby certifies that it/he/she will abide by these provisions.

The contractor will not discriminate against any applicant or employee because of race, color, religion, sex, national origin, or handicap. The contractor will take affirmative action to ensure that all applicants or employees are treated fairly and equitably. Such action shall include but not be limited to the following: hiring, up-grading, demotion or transfer, recruitment, advertising, lay-offs or termination, rates of pay or other forms of compensation and selection for training including apprenticeship programs.

The contractor shall agree to post in conspicuous places available to employees and applicants, notices to be provided setting forth the provisions of the Non-Discrimination Clause.

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

The contractor will send to each labor union or representative of workers with which it/he/she has a bargaining agreement or other contract or understanding, a notice to be provided, advising the labor union or worker's representatives of the contractor's commitment under this section, and shall post copies of the notices in conspicuous places available to applicants and employees.

The contractor will comply with all provisions of Executive Order 11246 (as amended by 11375) and of the rules, regulations and relevant orders of the Department of Labor.

#### **Subpart B -- Contractors' Agreements**

Sec. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:"

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin."

"(3) The contractor will send to each labor union or representative of workers with which it/he/she has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules and regulations, and relevant orders of the Secretary of Labor."

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders."

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, in this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked\* as provided in Executive Order No 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law."

"(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency

may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

*\* Corrected to read "invoked". In the original text the word "involved" was printed in error.*

## MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN

The City of South Bend, Indiana has shown its commitment to addressing Minority and Women's Business Enterprise ("MWBE") participation in public contracting through the adoption of the City of South Bend Ordinance No. 10761-21. Persons, partnerships, corporations, associations, or joint ventures awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age or disability that does not affect that person's ability to perform work.

Minority and Women's Business Enterprises are described in the Ordinance. A list of MBEs and WBEs (both certified and non-certified) can be found on the Indiana Department of Administration website: <http://www.in.gov/idoa/>. Documentation shall be provided with the bid that states the MBEs and WBEs that will be contracted, the dollar amount of the work that will be performed by the MBEs and WBEs on the project and the percentage of the dollar amount as it relates to the total bid amount by using *Form MBE-1.0, MBE Utilization Plan*, and *Form WBE-1.0, WBE Utilization Plan*.

The City, its agencies, boards, or commissions requires the Contractor's good faith efforts to obtain participation by those Contractors classified as MBEs and WBEs.

**Failure to either meet the MBE and WBE goals or to provide evidence of good faith efforts for the bid will be grounds for rejecting a bid as non-responsive.**

Bidders shall demonstrate good faith efforts to have active participation from MWBEs on this Project and supply written documentation evidencing such efforts by using *Forms MBE-2.0, Evidence of Good Faith Efforts and WBE-2.0, Evidence of Good Faith Efforts* and *Forms MBE-2.1, MBE Contacted and WBE-2.1, WBE Contacted*. Such documentation shall include, but is not limited to, the following items:

- a. A listing of all M/WBEs contacted including: (1) the name and address of the M/WBE; (2) the date of contact; (3) the type of contact (i.e., phone call, written solicitation, etc.); (4) the nature or type services or goods requested; and (5) the result of the contact.
- b. Written evidence of outreach and copies of email exchanges inviting and receiving bids, quotes or other responses from M/WBEs or other documentation of efforts to encourage and secure competitive responses from M/WBE and local businesses to be included in the benefits of building this Project.
- c. Written documentation of letters of introduction, invitations to forging majority/minority strategic alliances for capacity building, including but not limited to, mentoring, extensions of assistance on payroll, insurance, bonding, line of credit, technical skills or business skills.
- d. From time to time, projects will undergo a scope change prior to completion. This scope change will inevitably impact the Contractor's usage of MWBE's and the originally submitted Utilization Plan. It is the request of the City that when a project scope change occurs, the applicable Contractor shall utilize its best efforts to contract with M and W Subcontractors in a proportional manner as required by the scope change.

All bidders are actively encouraged to reach out to the M/WBEs in St. Joseph County, Indiana, other Indiana counties, and Berrien County, Michigan to utilize a good faith effort to forge constructive and lasting business partnerships.

Notwithstanding the foregoing, the award and performance of all City contracts shall comply with applicable federal, state, and local laws.

The City reserves the right to request verification of goal implementation throughout the course of the project.

If a goal exists, the winning respondent is contractually obligated to utilize the M/WBE's firms in a manner consistent with what was represented in its quote submission to the City. Deviations to the utilization plan must be requested in writing and approved by the City. The City reserves the right to initiate a change order in the amount equal to the difference in any subcontractor utilization if the utilization plan change is not approved.

# CITY OF SOUTH BEND'S GUIDELINES FOR GOOD FAITH EFFORTS BY CONTRACTORS IN MEETING MWBE CONTRACT GOALS

Under the City of South Bend's Minority and Women's Business Enterprise (MWBE) Inclusion Program Plan (COSB Inclusion Plan), the City of South Bend (the City) is authorized to set "contract specific" goals to increase MWBE participation in City contracts and procurements.

MWBE participation goals are set based on availability of MWBE contractors within the City's geographic market area identified in the City's Disparity Study.

For contractors bidding on a construction, services, supplies or equipment contract where goals have been set for all or parts of the project, below is information relevant to "good faith efforts" to meet the contract goal.

When the City sets a contract goal, that means MWBE's are in fact available to perform work on the contract. **Project bidders must try diligently to meet the goal. Failure to make a good faith effort may result in rejection of your bid as non-responsive to the contract.**

---

*Good faith efforts* means actions undertaken by a contractor to achieve a contract goal which, by their scope, intensity, and appropriateness to the objective, can be reasonably expected to fulfill the Program's goals (City's Inclusion Plan, Section 4.B., No. 21).

---

A good faith effort is fully reviewable by the City. **Where a contract goal is not met, contractors must provide as much information as possible to help the City assess the contractor's good faith efforts to achieve the goal. Inadequate proof of good faith efforts may result in a finding that the contractor was non-responsive, causing its bid to be rejected even if it is the lowest.**

Good faith efforts require **active, aggressive efforts** by the prime contractor to obtain the contract MWBE participation goal. Mere pro forma efforts are not good faith efforts. To satisfy the good faith efforts test:

- A prime contractor may not reject a MWBE's bid solely because it is not the lowest bid received from subcontractors. If the MWBE's costs are reasonable and not excessive, the MWBE's quote or bid presumptively should be accepted on a contract requiring goals even if the MWBE's bid is not the lowest one received. However, if an MWBE's bid or quote is unreasonable or excessive, the prime contractor may reject the bid on that basis. The contractor has the burden of demonstrating the excessiveness or unreasonableness of the MWBE's bid or quote. Because the City must determine whether a MWBE quote was unreasonable or excessive, **Contractors must provide the City with copies of each MWBE and non MWBE quote submitted to the bidder when a non-MWBE was selected over an MWBE.**
- A contractor may not reject a MWBE as being unqualified without sound reasons based on a thorough investigation of the MWBE's capabilities. If a prime contractor rejects a MWBE as unqualified, the Contractor must provide the City with good reasons for this. The MWBE's industry standing or membership in a specific group, organization, political or social affiliation (example: union v. non-union) is not a basis to reject the MWBE for lack of qualification.
- The ability or desire of a prime contractor to perform the work of the contract with its own organization team does not relieve the prime contractor of the need to make good faith efforts to use MWBE sub contractors to meet the contract goal.

**EXAMPLE:** Total Project Estimate is \$500,000. An MWBE goal of 10% is set for a specific part of the project, i.e., \$50,000. Only one MWBE submits a quote to the prime contractor, and it is \$50,000. A non MWBE submits a quote of \$45,000. Rejecting the MWBE bid may not meet the requirement of making a good faith effort to meet the contract goal because: 1) the MWBE quote is within the goal percentage and dollar amount set for MWBE participation on the project; 2) selection of the MWBE quote guarantees that the contractor meets the set goal and that its bid will be deemed responsive; and 3) the difference between the MWBE and non MWBE quotes is not significant in terms of the overall contract amount (i.e., 1% of total contract).

If the MWBE's quote is \$53,000 and the non-MWBE bid is \$50,000, it may yet not be demonstrative of a good faith effort to reject the MWBE solely because the MWBE's quote is not the lowest. The excess is not greatly significant to the total contract cost, and it could reasonably be expected to be made up elsewhere in the contract while guaranteeing full goal compliance.

The above examples are illustrative only. The City will make a fair and reasonable judgment as to good faith efforts based on all information and documentation provided by bidders and taking into account the Quality, Quantity, and Intensity of the efforts made by a contractor to meet the contract goal.

## GOOD FAITH EFFORTS MATERIALS TO BE INCLUDED WITH BID

If a contractor's bid does not meet the goal set for the contract, **the contractor must submit evidence of good faith efforts with its bid** so the City can determine whether the contractor is a responsive bidder. If the contractor's bid meets the MWBE goal, evidence of good faith effort is not required, but it would be prudent to include some evidence in case an error was made.

The information required of a contractor who has not achieved the contract goal to show good faith efforts can be found in the South Bend Inclusion Program Plan at Section 8.B.3.d. as follows:

(b) Where the bidder cannot achieve the contract goal, the bidder must provide proof of having made good faith efforts to meet the goal. In making this determination of whether to issue a goal waiver, the City will consider, at a minimum, the bidder's efforts to:

(1) Solicit through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and written notices) the interest of all MWBEs in the scopes of work of the contract. The contractor shall provide interested MWBEs with timely, adequate information about the plans, specifications, and requirements of the contract to allow such firms to respond to the solicitation. The bidder must follow up initial solicitations with interested MWBEs.

(2) Select portions of the work to be performed by MWBEs in order to increase the likelihood that the contract goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate participation, even when the bidder would otherwise prefer to perform these work items with its own forces. It is the bidder's responsibility to make a portion of the work available to MWBEs and to select those portions of the work or material needs consistent with the availability of such firms to facilitate their participation.

(3) Negotiate in good faith with interested MWBEs. Evidence of such negotiation includes the names, addresses, and telephone numbers of firms that were contacted; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and why agreements could not be reached. The bidder may not reject MWBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. That there may be some additional costs involved in finding and using MWBEs is not in itself sufficient reason for a bidder's failure to meet the contract goal, as long as such costs are reasonable. The ability or desire of a bidder to perform the work of a Contract with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work within which subcontracting opportunities are available.

(4) Make efforts to assist interested MWBEs in obtaining bonding, lines of credit, or insurance as required by the City or the bidder, where appropriate.

(5) Make efforts to assist interested MWBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, where appropriate.

### **Materials that should be submitted to support a contractor's good faith efforts include:**

- Copies of advertisements, notices, or solicitations from contractor to MWBE's-- to include date and time of issuance;
- A list of all locations where advertisements or notices to MWBE's were placed or solicitations sent;
- Copies of communication between contractor and MWBE's in response to contractor's advertisements, notices, or solicitations;
- Proof of contractor's break-out of contract items into units feasible for performance by WMBE's;
- Proof of communications between the contractor and MWBE regarding negotiations for agreements, and why agreement could not be reached, as stated more specifically in above Subsection (b) (3);
- Proof of bids or quotes from MWBE's and those from non MWBE's when non MWBE's bid or quote is used;
- Proof of efforts made by contractor to assist MWBE to participate in contract, where appropriate; and
- Any other information tending to show that Contractor made active, aggressive efforts to meet the MWBE participation goal but despite good faith efforts was unable to do so.

*When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.*

**CONTRACTOR'S NON-COLLUSION AND NON-DEBARMENT AFFIDAVIT,  
CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT ELIGIBILITY  
VERIFICATION, NON-DISCRIMINATION COMMITMENT AND CERTIFICATION OF USE  
OF UNITED STATES STEEL PRODUCTS OR FOUNDRY PRODUCTS**

(Must be completed for all quotes and bids. Please type or print)

---

---

STATE OF Indiana )  
St. Joseph COUNTY ) SS:

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor 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 induce 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. Contractor 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; and
2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
3. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
  - a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
  - b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
    - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
    - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.

4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized

alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of South Bend, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

6. Persons, firms, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of contract or employment, or any matter directly or indirectly related to contracting or employment because of race, sex, religion, color, national origin, ancestry, gender expression, gender identity, sexual orientation, or due to age or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions will consider the Contractor's good faith efforts to obtain participation by those subcontractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

Contractors seeking the award of a City contract cannot be required to award a subcontract to an MWBE; however, they may not unlawfully discriminate against said MBE/WBE. On goal-eligible contracts, Contractors are required to either meet both MBE and WBE utilization goals or demonstrate that the Contractor has made good faith efforts to obtain participation from MBE and WBE subcontractors. A finding of noncompliance or a discriminatory practice shall prohibit that Contractor from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contract to which the discriminatory practice or noncompliance pertains.

7. The undersigned Contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions.

Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, gender expression, gender identity, sexual orientation, handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products made in the United States on this project if awarded. I understand I have an affirmative duty to notify the City in my bid that my proposal does not include the use of steel products or foundry products made in the United States. I understand it is my sole obligation and responsibility to provide a justification to the City, subject to review and approval, why the cost of United States made steel or foundry products is unreasonable. Prior to award and upon submission of bid which does not use steel products or foundry products made in the United States, the City, through its director of public works, shall make a determination if the price of United States made steel or foundry is unreasonable. I understand that violations hereunder may result in forfeiture of contractual payments.

\*\*\*

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 this 27<sup>th</sup> day of JAN., 2026

Indiana Earth, INC  
Contractor/Bidder (Firm)

*Mark Osler*  
Signature of Contractor/Bidder or Its Agent

Mark Osler, President  
Printed Name and Title

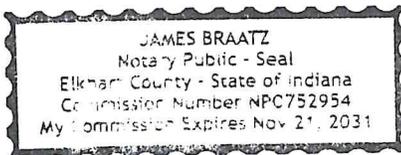
Subscribed and sworn to before me this 27<sup>th</sup> day of Jan, 2026

My Commission Expires 11-21-2031

*James Braatz*  
Notary Public

County of Residence

Elkhart





**CITY OF SOUTH BEND  
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN  
FORM MBE-1.0  
MBE UTILIZATION PLAN**

This completed form should be supplied with Bids that pertain to City of South Bend Public Works Projects involving MBE participation. It is the bidder's sole responsibility to verify whether any listed minority or woman business meets the MBE qualifications.  
**\*\*\*Goals should be calculated based on the Base Bid only.\*\*\***

Project Number: 125-043BR Project Name: 2025 NSE Demolitions - Two Commercial Properties MBE Goal: 1.25%  
 Bidder: Indiana Earth, INC Total Bid Amount: \$ 77,850.<sup>00</sup> Page 1 of 1

Name & Address of MBE	Primary Contact Person (Name/Telephone)	Scope of Work to be Performed (Attach scope/schedule if you need additional space)	Dollar Amount of MBE Component	Percentage of Total Bid/Proposal
Kennedy Trucking	Marcus 574-876-8881	Trucking	974. <sup>00</sup>	1.25%

Submitted by: Ryne Myers Print Name  
Ryne Myers Signature  
1-27-2026 Date

**\*\*\*Goals should be calculated based on the Base Bid only.\*\*\***



CITY OF SOUTH BEND  
 MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN  
 FORM WBE-1.0  
 WBE UTILIZATION PLAN

This completed form should be supplied with Bids that pertain to City of South Bend Public Works Projects involving WBE participation. It is the bidder's sole responsibility to verify whether any listed minority or woman business meets the WBE qualifications.  
 \*\*\*Goals should be calculated based on the Base Bid only.\*\*\*

Project Number: 125-043BR Project Name: 2025 NSE Demolitions – Two Commercial Properties  
 Bidder: INDIANA EARTH INC Total Bid Amount: \$ 77,850.00 WBE Goal: 4.49%  
 Page 1 of 1

Name & Address of WBE	Primary Contact Person (Name/Telephone)	Scope of Work to be Performed (Attach scope/schedule if you need additional space)	Dollar Amount of WBE Component	Percentage of Total Bid/Proposa
Montgomery Trucking	Karen 260-312-2632	Trucking	3,496.00	4.49%

Submitted by: Ryne Myers Signature: Ryne Myers Date: 1-27-2026  
 Print Name: \_\_\_\_\_

\*\*\*Goals should be calculated based on the Base Bid only.\*\*\*

**CITY OF SOUTH BEND  
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN**



**FORM MBE-2.0  
EVIDENCE OF GOOD FAITH EFFORTS**

**This completed form should be included as part of the Bids documents related to City of South Bend Public Works Projects requiring Good Faith Efforts to obtain MBE participation.**

Project Number: 125-043BR Date: 1-27-2026  
 Project Name: 2025 NSE Demolitions – Two Commercial Properties  
 Bidder: Indiana Earth, INC  
 Contact Person: Ryne Myers Telephone: 574-674-6488  
 Address: 10343 McKinley Hwy  
 City: Osceola State: Indiana Zip: 46561  
 Email: Estimator.indianaearth@yahoo.com

To determine whether a bidder has demonstrated good faith efforts to reach the MBE utilization goal set forth in the City of South Bend Public Works Project Specifications, the City and its agencies, boards, or commissions, **REQUIRE ALL** of the following Good Faith Efforts as listed in the table below\*:

EVIDENCE OF GOOD FAITH EFFORTS	
<b>MBE LIST(S):</b> The bidder reviewed 1) the City of South Bend's Minority and Women Business Enterprise Inclusion Program Plan; 2) the list of certified MWBEs provided by the City; and 3) the Indiana Department of Administration list of Minority and Women Owned Businesses (both certified and non-certified) found at: <a href="http://www.in.gov/idoa/">http://www.in.gov/idoa/</a> .	
GOOD FAITH EFFORTS TO OBTAIN MBE PARTICIPATION	
The bidder shall initial each item below, as evidence of its good faith efforts to obtain MBE participation in the awarded contract.	
RM	I <b>affirm</b> that I reviewed the City of South Bend's Minority and Women Business Enterprise Inclusion Program Plan and the Indiana Department of Administration's certified list of Indiana Minority and Women Business Enterprises, found on their website ( <a href="http://www.in.gov/idoa/">http://www.in.gov/idoa/</a> ).
RM	I <b>affirm</b> that I have made good faith efforts to select portions of the contract work to be performed by MBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE participation.
RM	I <b>affirm</b> that I have made good faith efforts to solicit through all reasonable and available means the interest of all MBEs in the scopes of work of the contract.
RM	I <b>affirm</b> that I attended all pre-bid meetings scheduled by the City of South Bend to inform MBEs of contracting and subcontracting opportunities.
RM	I <b>affirm</b> that I advertised in general circulation and/or trade association publications concerning subcontract opportunities and allowed MBEs reasonable time to respond to such advertisements.
RM	I <b>affirm</b> that I performed any and all necessary steps to provide written notices in a manner reasonably calculated to inform MBEs of subcontracting opportunities and allowed sufficient time for MWBEs to participate effectively.
RM	I <b>affirm</b> that I followed up on initial solicitations with interested MBEs.
RM	I <b>affirm</b> that I negotiated with interested MBEs in good faith, including providing such MBEs with adequate information about the plans, specifications and other requirements of the subcontract.
RM	I <b>affirm</b> that I have made good faith efforts to assist interested MBEs in obtaining bonding, lines of credit, or insurance as required by the City or the bidder, where appropriate.

**CITY OF SOUTH BEND  
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN**



**FORM MBE-2.0  
EVIDENCE OF GOOD FAITH EFFORTS**

	RM	I affirm that I have made good faith efforts to assist interested MBEs in obtaining necessary equipment, supplies, materials, or related assistances or services, where appropriate.
	RM	I affirm that I did not reject any MBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.
<p><b>CONTRACT RECORDS:</b> The bidder has maintained the following records for each MBE that has bid on the subcontracting opportunity:</p> <ol style="list-style-type: none"> <li>1. Name, address, and telephone number;</li> <li>2. A description of information provided by the bidder or subcontractor; and</li> <li>3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the MBE was unqualified to perform the job.</li> </ol>		

**\*Proper demonstration of Good Faith Efforts requires your initials next to all of the above boxes. Any omissions shall be considered grounds for rejection of the bid by the Board of Public Works. The City of South Bend reserves the right to request additional information.**

**CITY OF SOUTH BEND  
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN**



**FORM WBE-2.0  
EVIDENCE OF GOOD FAITH EFFORTS**

This completed form should be included as part of the Bids documents related to City of South Bend Public Works Projects requiring Good Faith Efforts to obtain WBE participation.

Project Number: 125-043BR Date: 1-27-2026  
 Project Name: 2025 NSE Demolitions – Two Commercial Properties  
 Bidder: Indiana Earth, INC  
 Contact Person: Ryne Myers Telephone: 574-674-6488  
 Address: 10343 McKinley Hwy  
 City: Osceola State: Indiana Zip: 46561  
 Email: estimatorindianearth@yahoo.com

To determine whether a bidder has demonstrated good faith efforts to reach the WBE utilization goals set forth in the City of South Bend Public Works Project Specifications, the City and its agencies, boards, or commissions, **REQUIRE ALL** of the following Good Faith Efforts as listed in the table below\*:

EVIDENCE OF GOOD FAITH EFFORTS	
<b>WBE LIST(S):</b> The bidder reviewed 1) the City of South Bend's Minority and Women Business Enterprise Inclusion Program Plan; 2) the list of certified MWBEs provided by the City; and 3) the Indiana Department of Administration list of Minority and Women Owned Businesses (both certified and non-certified) found at: <a href="http://www.in.gov/idoa/">http://www.in.gov/idoa/</a> .	
<b>GOOD FAITH EFFORTS TO OBTAIN WBE PARTICIPATION</b>	
The bidder shall initial each item below, as evidence of its good faith efforts to obtain WBE participation in the awarded contract.	
RM	I affirm that I reviewed the City of South Bend's Minority and Women Business Enterprise Inclusion Program Plan and the Indiana Department of Administration's certified list of Indiana Minority and Women Business Enterprises, found on their website ( <a href="http://www.in.gov/idoa/">http://www.in.gov/idoa/</a> ).
RM	I affirm that I have made good faith efforts to select portions of the contract work to be performed by WBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate MWBE participation.
RM	I affirm that I have made good faith efforts to solicit through all reasonable and available means the interest of all WBEs in the scopes of work of the contract.
RM	I affirm that I attended all pre-bid meetings scheduled by the City of South Bend to inform WBEs of contracting and subcontracting opportunities.
RM	I affirm that I advertised in general circulation and/or trade association publications concerning subcontract opportunities and allowed WBEs reasonable time to respond to such advertisements.
RM	I affirm that I performed any and all necessary steps to provide written notices in a manner reasonably calculated to inform WBEs of subcontracting opportunities and allowed sufficient time for WBEs to participate effectively.
RM	I affirm that I followed up on initial solicitations with interested WBEs.
RM	I affirm that I negotiated with interested WBEs in good faith, including providing such WBEs with adequate information about the plans, specifications and other requirements of the subcontract.
RM	I affirm that I have made good faith efforts to assist interested WBEs in obtaining bonding, lines of credit, or insurance as required by the City or the bidder, where appropriate.

**CITY OF SOUTH BEND  
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN**



**FORM WBE-2.0  
EVIDENCE OF GOOD FAITH EFFORTS**

RM	I <b>affirm</b> that I have made good faith efforts to assist interested WBEs in obtaining necessary equipment, supplies, materials, or related assistances or services, where appropriate.
RM	I <b>affirm</b> that I did not reject any WBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.
<p><b>CONTRACT RECORDS:</b> The bidder has maintained the following records for each WBE that has bid on the subcontracting opportunity:</p> <ol style="list-style-type: none"> <li>1. Name, address, and telephone number;</li> <li>2. A description of information provided by the bidder or subcontractor; and</li> <li>3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the WBE was unqualified to perform the job.</li> </ol>	

**\*Proper demonstration of Good Faith Efforts requires your initials next to all of the above boxes. Any omissions shall be considered grounds for rejection of the bid by the Board of Public Works. The City of South Bend reserves the right to request additional information.**

CITY OF SOUTH BEND  
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



FORM MBE-2.1  
MBE CONTACTED

This completed form should be supplied with Bids that pertain to City of South Bend Public Works Projects requiring Good Faith Efforts to contact MBEs. It is the bidder's sole responsibility to verify whether any listed minority or woman business meets the MBE qualifications. Attach additional pages if necessary.

PAGE 1 OF 1

Project Number: 125-043BR MBE Participation Goal 1.25%

Project Name: 2025 NSE Demolitions - Two Commercial Properties

Bidder: Indiana Earth, INC

By: Ryan Myers (Signature) Estimator (Title) 1-27-2026 (Date)

MBE Firm Kennedy Trucking

Owner or Contact at MBE Firm Marcus

Telephone: 574-876-8881 Fax: \_\_\_\_\_ Email: \_\_\_\_\_

TYPE OF WORK SOLICITED FOR THIS PROJECT:

Trucking

RESULTS OF CONTACT WITH THE MBE FIRM:

Received Rates

MBE Firm \_\_\_\_\_

Owner or Contact at MBE Firm \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE MBE FIRM:

CITY OF SOUTH BEND  
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



FORM WBE-2.1  
WBE CONTACTED

This completed form should be supplied with Bids that pertain to City of South Bend Public Works Projects requiring Good Faith Efforts to contact WBEs. It is the bidder's sole responsibility to verify whether any listed minority or woman business meets the WBE qualifications. Attach additional pages if necessary.

PAGE 1 OF 1

Project Number: 125-043BR WBE Participation Goal 4.49%

Project Name: 2025 NSE Demolitions - Two Commercial Properties

Bidder: Indiana Earth, INC

By: Ryan Myers (Signature) Estimator (Title) 1-27-2026 (Date)

WBE Firm Montgomery Trucking

Owner or Contact at WBE Firm Karen

Telephone: 260-312-2632 Fax: \_\_\_\_\_ Email: \_\_\_\_\_

TYPE OF WORK SOLICITED FOR THIS PROJECT:

Trucking

RESULTS OF CONTACT WITH THE WBE FIRM:

Received Rates

WBE Firm \_\_\_\_\_

Owner or Contact at WBE Firm \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE WBE FIRM:

II. PRE-QUALIFICATION CHECKLIST (FOR BIDDERS THAT ARE NOT PRE-QUALIFIED)

(a) Acknowledgements:

- (i)  By checking this box, I hereby acknowledge that I am not a pre-qualified bidder with the City of Southfield.
- (ii)  By checking this box, I hereby acknowledge that the City reserves the right to request supplemental information, additional verification of any information provided and may also conduct random inquiries of my current and prior customers. The City reserves the right to utilize all information provided in this submission and all information obtained in inquiries or requests to determine if a bidder is responsive and responsible. Additionally, I acknowledge that all information provided to the City shall be regarded as public records.
- (iii)  By checking this box, I hereby acknowledge that copies of all Applicable apprenticeship certificates or standards for training programs applicable to the work performed on the project may be requested at any time and shall be furnished upon request.
- (iv)  By checking this box, I hereby acknowledge and ensure that I and all sub-contractors from whom I have accepted a bid and/or intend to hire to perform work on the public work project are properly licensed. Furthermore, I acknowledge my understanding that it is my responsibility to ensure that all sub-contractors have the necessary licenses to undertake the work called for in this bid. If a sub-contractor loses their license at any point, it is the responsibility of that sub-contractor to notify the City.
- (v)  By checking this box, I hereby acknowledge that apprenticeship and training programs that I participate in have graduated at least five (5) apprentices in each of the past five (5) years.
- (vi)  By checking this box, I hereby acknowledge that all subcontractors performing work greater than \$250,000 also meet the qualifications of the Responsible Bidder Ordinance.

(b) Attachments

- (i)  Indiana Secretary of State's on-line records (ie. Business verification) dated within sixty (60) days of the submission of said document showing that business is in existence, current with the Indiana Secretary of State's Business Entity Report, and eligible for a certificate of good standing. (Not applicable to individuals, sole proprietors or partnerships.)
- (ii)  List identifying all former business names.
- (iii)  Any determinations by a court or governmental agency any violations of federal, state, or local laws including, but not limited to, violations of contracting or antitrust laws, tax or licensing laws, environmental laws, Occupational Safety and Health Act (OSHA) or federal Davis-Bacon and related Acts, within the preceding five (5) years.
- (iv)  Statement about staffing capabilities, including labor sources. This statement indicates and ensures I have sufficient employees on staff to complete the work I am bidding on OR outlines how I intend to meet the staffing needs of the work.
- (v)  Statement that individuals who will perform work on the public work project on my behalf will be properly classified as an employee or as an independent contractor under all applicable state and federal laws and local ordinances.
- (v)  For every project, submit evidence of participation in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship or its successor organization. This includes, but may not be limited to, letters from apprenticeship coordinators detailing the bidder's association with

the program and the United States Department of Labor Office of Apprenticeship Certificates of Registration for Apprenticeship Programs for each type of work to be performed on the project.

- (vi)  Copy of a written plan for employee drug testing that covers all of my employees who will perform work on the public work project and meets or exceeds the requirements set forth in IC 4-13-18-5 or IC 4-13-18-6.
- (vii)  Evidence that I am utilizing a surety company which is on the Bureau of Fiscal Service (Department of Treasury's Listing of Approved Sureties" as required in the bid specifications or contract.
- (viii)  Written statement of any federal, state or local tax liens or tax delinquencies owed to any federal, state or local taxing body in the preceding three years.
- (ix)  List of projects of similar size and scope of work performed in all areas, including the State of Indiana, within three (3) years prior to the date on which the bid is due.

Date: 1/27/2026

  
\_\_\_\_\_  
(Sign Here)

MARK OSLER, PRESIDENT  
\_\_\_\_\_  
(Print Name Here)

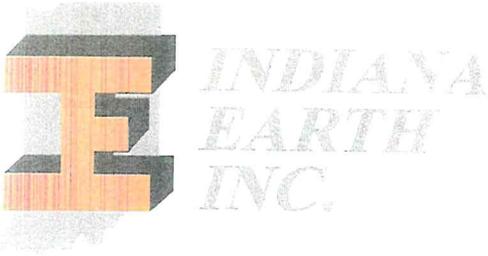
INDIANA EARTH, INC  
\_\_\_\_\_  
(Name of Company)

10343 MCKINLEY HWY  
\_\_\_\_\_  
(Address of Company)

OSCEOLA  
\_\_\_\_\_  
(City)

IN  
\_\_\_\_\_  
(State)

574-674-6488  
\_\_\_\_\_  
(Telephone Number)



City of South Bend

Bidding Pre-Qualification checklist items:

- Indiana Earth, Inc. has no former business names
- Indiana Earth, Inc. has no determinations by a governmental agency of any violations.
- Indiana Earth has the crew and staff to complete this project.
- Indiana Earth partners with the Local 150 operators union and the Local 645 Laborers union for training and apprentices.
- Those that work on this project will be employees of Indiana Earth or of a hired subcontractor which are under all applicable state and federal laws and local ordinances.
- Operators and Laborers drug screening are performed through the BCRC Building Construction Resource Center at BCRCNET.com
- Teamsters drug screening are performed during the pre-employment and by random selection through Figment Group with quarterly random requirements.
- Indiana Earth, Inc. has no current tax liens.
- Projects similar to this one:
  - Campus View Apartments Demo
  - Elkhart WWTP
  - Kamm Island Apartments
  - Drewery Brewery
  - Goshen Hospital
  - North Liberty Church
  - Granger Storage
  - Portage School
  - Madison Center
  - LaPorte Co Courthouse
- All subcontractors working for Indiana Earth are qualified under EC 4-13.4 or IC 8-23-10

**BUSINESS INFORMATION**  
DIEGO MORALES  
INDIANA SECRETARY OF STATE  
01/27/2026 07:49 AM

#### Business Details

Business Name: **INDIANA EARTH, INC.** Business ID: **1990031137**  
Entity Type: **Domestic For-Profit Corporation** Business Status: **Active**  
Creation Date: **03/22/1990** Inactive Date:  
Principal Office Address: **10343 MCKINLEY HWY., OSCEOLA, IN,  
46561 - 9756, USA** Expiration Date: **Perpetual**  
Jurisdiction of Formation: **Indiana** Business Entity Report Due  
Date: **03/31/2026**  
Years Due: **2026/2027**

#### Governing Person Information

Title	Name	Address
President	MARK L OSLER	10343 McKinley Hwy., Osceola, IN, 46561, USA

#### Registered Agent Information

Type: **Individual**  
Name: **MARK OSLER**  
Address: **10343 MCKINLEY HWY., OSCEOLA, IN, 46561 - 9756, USA**

MICHIANA BUILDERS ASSOCIATION  
CONTRACTORS LABOR AGREEMENT  
WITH  
LABORERS' LOCAL UNION #645

laborers  
645

EFFECTIVE  
JUNE 1, 2023  
thru  
MAY 31, 2026

## INDEX

ARTICLE I - COVERAGE .....	1
ARTICLE II - FOREMEN.....	7
ARTICLE III - EMPLOYERS BARGAINING AGENT.....	7
ARTICLE IV - UNION SECURITY.....	7
ARTICLE V - WORKING DUES CHECK-OFF .....	8
ARTICLE VI - EQUAL EMPLOYMENT OPPORTUNITY .....	9
ARTICLE VII - SELECTION OF LABOR-EMPLOYMENT REGULATIONS .....	9
ARTICLE VIII - WELFARE TRUST FUND.....	11
ARTICLE IX - PENSION TRUST FUND.....	11
ARTICLE – IX-A - DEFINED CONTRIBUTION TRUST FUND .....	11
ARTICLE X - TRAINING TRUST FUND.....	12
ARTICLE XI - NOTIFICATION.....	12
ARTICLE XII - PRE-JOB CONFERENCE.....	12
ARTICLE XIII - WORKING HOURS AND OVERTIME .....	13
ARTICLE XIV - SHIFT WORK.....	16
ARTICLE XV - STEWARD .....	16
ARTICLE XVI - NON-VIOLATION .....	17
ARTICLE XVII - PAY-DAY .....	17
ARTICLE XVIII - SAFETY .....	18
ARTICLE XIX - WORKER’S COMPENSATION .....	18
ARTICLE XX - ELIMINATION OF RESTRICTIONS.....	18
ARTICLE XXI - SUB-CONTRACTOR.....	18
ARTICLE XXII - GRIEVANCE PROCEDURE .....	19
ARTICLE XXIII - GENERAL PROVISIONS .....	20
ARTICLE XXIV – BCRC - DRUG & ALCOHOL POLICY.....	21
ARTICLE XXV - INDUSTRY FUND.....	21
ARTICLE XXVI - LOCAL UNION COVERAGE .....	22
ARTICLE XXVII - SCHEDULE OF FRINGE BENEFIT CONTRIBUTIONS .....	22
ARTICLE XXVIII - HOURLY WAGE RATES .....	22
ARTICLE XXIX - BONDING .....	27
ARTICLE XXX - GENERAL SAVINGS CLAUSE .....	28
ARTICLE XXXI - MANAGEMENT RIGHTS .....	28
ARTICLE XXXII - UNIFORMITY .....	28
ARTICLE XXXIII - MEMORANDUM OF MARKET RECOVERY .....	29
ARTICLE XXXIV - INDEMNITY.....	31
ARTICLE XXXV - EFFECTIVE DATE .....	31
DIRECTORY LABORERS’ INT’L UNION OF NORTH AMERICA OFFICES .....	33
DIRECTORY LABORERS’ INT’L UNION OF NORTH AMERICA.....	34
DIRECTORY OF LOCALS BY COUNTIES.....	40

**Section 7.** Any Contractor who signs this Agreement to perform work covered by this Agreement has the option of signing any other Agreement negotiated by the State of Indiana District Council of Laborers and any other Employer Group covering any and all work of the Construction Industry covered by the Laborers and pay the applicable wages, fringes and other conditions contained therein.

**Section 8.** High Pay: Forty (\$.40) cents per hour for men working forty (40) feet or more subject to free fall.

**Section 9.** In the event of an on the job-site injury, the Employee shall receive up to eight (8) hours pay even though the Employee may not be able to perform eight (8) hours work for that day.

**Section 10.** Employees shall be given a sufficient amount of time to pick up tools at the end of a scheduled work day. However, no Employee shall be permitted to leave the job until quitting time.

#### **ARTICLE XXIV – BCRC - DRUG & ALCOHOL POLICY**

**Section 1.** Various Employer Associations and the Union members are of Building and Construction Resource Center, Inc. (hereinafter “BCRC”), a non-profit corporation that was formed to provide services in the construction industry, including, but not limited to, education and referral services concerning alcohol, drug, and other substance abuse, which purposes are more fully defined in the Articles of Incorporation and By-Laws of said BCRC and Fund Trust Agreement and Declaration of Trust.

**Section 2.** Each Employer under this Agreement shall pay to BCRC the amount specified in the wage and fringe benefit section of the Agreement which is fifteen cents (\$.15) per hour for each hour worked by its Employees covered by this Agreement. Each Employer is obligated to make such contributions, regardless of whether or not such Employer is a member of BCRC.

**Section 3.** Payments required to be made to BCRC shall be deemed to be governed by the provisions of this Agreement pertaining to the collection of the Health and Welfare and Pension payments required to be made by the Employers and thus, may be enforced in the same manner.

**Section 4.** The Board of Directors of BCRC will have full audit authority of the Employer’s books and records as they pertain to this contribution.

**Section 5.** The Employees covered by this Agreement will abide by the provisions of the BCRC substance abuse program when required by the owner.

#### **ARTICLE XXV - INDUSTRY FUND**

**Section 1.** Each Employer signatory to this Agreement hereby agrees to contribute to the Industry Fund, established July 1, 1980 twenty-five cents (\$0.25) per hour for each hour worked by the Employees covered by this Agreement, it being understood and agreed that the enforcement, administration, etc., is solely the responsibility of the Employer, through the Michiana Area Construction Industry Advancement Fund, known as the “MACIAF”, in accordance with all Federal and State laws and regulations covering such Trust Funds.



## **CONTRIBUTIONS TO BUILDING AND CONSTRUCTION RESOURCE CENTER, INC.**

Various Employer Associations under this Agreement and the Union are members of Building and Construction Resource Center, Inc. (hereinafter "BCRC"), a non-profit corporation, that was formed to provide services in the construction industry concerning alcohol, drug and other substance abuse.

Effective June 1, 2023, each Employer under this Agreement shall pay to BCRC the sum of fifteen cents (\$0.15) per hour for each hour worked by each of its employees covered by this Agreement. Each Employer is obligated to make such contributions, regardless of whether such Employer is a member of BCRC.

Payments required to be made to BCRC shall be deemed to be governed by the provisions of this Agreement pertaining to the collection of the Health & Welfare and Pension payments required to be made by the Employers and thus, may be enforced in the same manner. Payments shall be payable to Building and Construction Resource Center, Inc. (BCRC), 6050 Southport Suite B, Portage, Indiana 46368.

The Board of Directors of BCRC will have full audit authority of the Employer's books and records as they pertain to this contribution.

BCRC shall notify the Union of any failure to test under this Article and of any positive test result.

# Employee Policy Manual

## **INDIANA EARTH, INC.**

10343 McKinley Hwy.

Osceola, IN 46561

(574) 674-6488

E-Mail: [earth92inc@sbcglobal.net](mailto:earth92inc@sbcglobal.net)

# Index

**Employment Statement:** pg. 05

**Attendance:**

Policy 100-01	Absences	pg. 06
Policy 100-02	Tardiness	pg. 06
Policy 100-03	Sickness / Personal Leave	pg. 06
Policy 100-04	Bereavement	pg. 07
Policy 100-05	Jury Duty	pg. 07

**Benefits:**

Policy 200-01	Vacation	pg. 07
Policy 200-02	Holiday	pg. 08
Policy 200-03	Personal Days	pg. 08
Policy 200-04	Insurance / Health Care	pg. 09
Policy 200-05	Insurance / Cobra	pg. 09
Policy 200-06	Insurance / Worker's Compensation	pg. 09

**Conduct:**

Policy 300-01	Employee Code of Ethics	pg. 10
Policy 300-02	Gift Acceptance Rule	pg. 11
Policy 300-03	Dress Code	pg. 11
Policy 300-04	Eye Protection	pg. 12
Policy 300-05	Footwear	pg. 12

**Technological Standards & Uses:**

Policy 400-01	Standard for Use	pg. 12
Policy 400-02	Shareware, Games & Programs	pg. 13
Policy 400-03	Passwords	pg. 13
Policy 400-04	E-Mail	pg. 13
Policy 400-05	Internet	pg. 13
Policy 400-06	Improper Use	pg. 13

**Substance Abuse:**

Policy 500-01	Substance Abuse	pg. 14
Policy 500-02	Drug Testing	pg. 15

original is strictly forbidden.

Use of e-mail for non-business purposes. This includes internal mail as well as internet mail. "Chatting", "Chain Letters", and other non-business "broadcasts" (e.g. jokes, pictures, programs, etc.) to multiple users not only use the company's network resources, but the sender and recipients' time and are prohibited.

- Transferring information to a flash drives, CDs or DVDs without the permission of the Office Manager.
- Personal uses such as advertisements and notices.
- Mass e-mail, unless for official business.
- Sending images or documents that can be offensive or inappropriate.
- No visiting chat rooms, shopping sites, X-rated sites, advertising sites, sports centers, news stories, etc. during business hours and this includes lunchtime. etc.

## Substance Abuse

**Substance Abuse:** Policy 500-01

Revised 6-20-19

Indiana Earth, Inc. supports all efforts to create a drug free workplace and has instated a policy which prohibits all employees from using, selling or transferring drugs, alcohol or any other illegal substances on or around the jobsite and at the company facility. All employees shall carry themselves in a respectable manner at all times (on and off the jobsite) in order to promote the good image of Indiana Earth, Inc.

Drug and alcohol abuse is a serious concern and Indiana Earth, Inc. recognizes this problem. Maintaining a safe, efficient, and healthy working environment to benefit the company and its employees is of the greatest importance to Indiana Earth, Inc. Participating in any jobsite activities while under the influence of drugs or alcohol poses a serious risk to jobsite safety and therefore will not be tolerated. In order to protect the health and safety of all Indiana Earth, Inc. employees and any other individuals involved in the construction process, the following policy regarding substance abuse in the workplace has been instated as vital to Indiana Earth, Inc.

From the time you leave home, until such time as you return home on completion of work, or until the homeward journey is broken, Indiana Earth, Inc., prohibits the use, possession or distribution on its premises, facilities or work places of any of the following: alcoholic beverage, intoxicants and narcotics, illegal or unauthorized drugs (including marijuana), "look-alike" (simulated) drugs, and related drug paraphernalia. Company employee must not report for duty while under any drug, alcoholic beverage, intoxicant or narcotic or other substance (including legally prescribed drugs and medicines), which will in any way adversely affect their working ability, alertness, coordination, response or adversely affect the safety of others on the job. Using or possessing illegal drugs will not be tolerated and will be grounds for immediate dismissal and no unemployment benefits will be granted.

*Indiana Earth Handbook*

Indiana Earth, Inc. permits the testing for the use of illegal substances or alcohol at any time including, but not exclusive to the stages listed below.

*Pre-Employment Testing:*

Applicants for employment with Indiana Earth, Inc. may be required to participate in a pre-employment drug urinalysis and/or blood test. Applicants who test positive without previous direct explanation will be immediately removed from employment consideration. Any individual who refuses to participate in a drug screen will not be considered for employment.

*Reasonable Suspicion:*

Any employee displaying evidence of being in violation of the Substance Abuse Policy set up by Indiana Earth, Inc. may be subjected to a drug test.

*Former Conviction:*

If an employee has a history of drug or alcohol abuse, Indiana Earth, Inc. may request a drug test to ensure the safety of all employees on the jobsite

*Random Testing:*

Employees of Indiana Earth, Inc. could periodically be selected to submit a drug test to ensure the safety of all employees.

**\* A positive test will lead to immediate termination of employment.** Refusal to participate in a drug test will be treated as a positive test result and will lead to immediate termination of employment

## Transportation, Equipment, Tools & Property

### Company Owned:

Revised 6-20-19

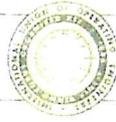
Employees are expected to use the company vehicles and equipment in the conduct of all Indiana Earth, Inc. business. Personal use of company vehicles or Equipment is not permitted. The privilege of company vehicle use is extended only to those with both a valid state driver's license and an admirable driving record. Insurability is a condition of employment for those whose work involves driving. The use of company vehicles or equipment shall be restricted to work related activities and/or during normal working hours. Superintendents and foremen are expected to be diligent in keeping company vehicles clean and in good repair. All vehicles are not allowed at any bars, exotic dancing places, adult bookstores, or liquor stores. If driving a company vehicle, you must possess a valid drivers license. If you do not have one then you are not allowed to drive our vehicles and you could be terminated if you drive a company vehicle without a

# INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE AFL-CIO AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY  
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 • FAX (708) 482-7186  
6200 JOLIET ROAD  
COUNTRYSIDE, IL 60525-3992

Date: 9-3-2025

To whom it may concern:

Countless individuals, businesses, and communities – in the private and public sector, alike – recognize the added value of doing business with contractors who support Workforce Development through their participation in United States Department of Labor (USDOL) approved apprenticeship programs. USDOL-approved apprenticeship programs ensure that the young people of Indiana have the opportunity to develop a portable skill set that remains with them throughout their careers in the construction industry. The training provided by these programs addresses the evolving concerns of communities, businesses, and industry for the development of a quality skilled craft workforce that meets their needs, whether the projects are public or private in nature.

To that end, please be advised that Indiana Earth, Inc. is signatory to a collective bargaining agreement (CBA) with the International Union of Operating Engineers Local 150. This CBA requires the above-referenced employer to participate in Local 150's USDOL-approved Apprenticeship and Skill Improvement Program. It is understood and agreed that the Employer shall be bound by the terms and provisions of the Agreement and Declaration of Trust of the Apprenticeship Fund, and all amendments heretofore or hereafter made thereto, as though the same were fully incorporated herein. The Employer further agrees to be bound by the terms of the Apprenticeship Standards established by Joint Apprenticeship Training Committee of the Northern Illinois and Northern Indiana Apprenticeship and Skill Improvement Program, as approved by the United States Department of Labor, Bureau of Apprenticeship Training.

Sincerely,

A handwritten signature in blue ink that reads "James Gardner".

James Gardner  
Business Agent\ Organizer  
Operating Engineers  
Local 150, AFL-CIO  
District 6  
1001 N. Michigan Street  
Lakeville, Indiana 46536  
574/784-3694 office  
574/784-8035 fax  
574/215-8901 cell  
[jgardner@local150.org](mailto:jgardner@local150.org)



IUOE OPERATING ENGINEERS LOCAL 150 APPRENTICESHIP FUND

A joint effort Labor and Management to further aim of Industry [www.asiplocal150.org](http://www.asiplocal150.org)

*James M. Sweeney/ Chairman*

*David M. Snelten/ Secretary*

Wednesday, September 3<sup>rd</sup> 2025

To whom it may concern,

Indiana Earth, Inc. is a signatory contractor to the I.U.O.E Local 150, and therefore, also participates in the I.U.O.E Local 150 Apprenticeship and Skill Improvement Program (ASIP), located at 19800 W. South Arsenal Rd, in Wilmington, IL. The Local 150 ASIP is a DOL Registered Apprenticeship Program overseen by the DOL's Office of Apprenticeship (OA). Listed below are the number of graduates of its program during the years 2020 – 2024.

- 2024 - 216
- 2023 - 209
- 2022 - 228
- 2021 - 100
- 2020 - 105

If there are any questions regarding the I.U.O.E Local 150 Apprenticeship, please feel free to contact me directly.

*Mark D. Kara*

Mark Kara  
Assistant Coordinator  
Operating Engineers Local 150 Apprenticeship  
19800 W. South Arsenal Rd.  
Wilmington, IL 60481  
mkara@asiplocal150.org  
Tel: 815-722-3201 x6003  
Fax: 815-423-5749



# United States Department of Labor

## Bureau of Apprenticeship and Training

LOCAL 150 OPERATING ENGINEERS, NORTHERN ILLINOIS AND NORTHERN INDIANA  
APPRENTICESHIP AND SKILL IMPROVEMENT PROGRAM

### *Certificate of Registration*

For the trade classification of OPERATING ENGINEER

*is hereby recognized as equivalent to the requirements of the  
1971 Manual of Occupational Programs, in accordance with the standards recommended by the*

Federal Committee on Apprenticeship

March 22, 1968

Revised: September 20, 1971  
*(No Change On)*

*George P. Shields*  
SECRETARY OF LABOR

*Arnold R. Weber*  
ASSISTANT SECRETARY FOR MANPOWER

V-ILL-91366-1 (Formerly V-ILL-90966-1)  
REGISTRY #C

*W. J. McNeill*  
MANPOWER ADMINISTRATOR

*Joseph C. Murphy*  
BUREAU ADMINISTRATOR  
BUREAU OF APPRENTICESHIP AND TRAINING



# INDIANA LABORERS' TRAINING TRUST FUND

*David A. Frye*  
*Secretary-Treasurer*  
*Jerry J. Bolk*  
*Chris Brickey*  
*Ricky Henson, Jr.*  
*Ramon Mendoza, Jr.*  
*Brian Short*



*John P. Brown*  
*Chairman*  
*Kelly Abel*  
*Michael Ferrara*  
*Jade Painter*  
*Nick Timmerman*  
*Jim Wiseman*

**P.O. Box 758 - Bedford, Indiana 47421**  
(812) 279-9751

*Sean Coakley, Director*

**FAX: (812) 279-5545**  
Toll Free (800) 742-4086

September 2, 2025

To Whom It May Concern:

This letter is to confirm that "Indiana Earth, Inc." is a signatory contractor in good standing with the Indiana Laborers' Training Trust Fund.

The abovementioned company is a participant in the Joint Apprenticeship and Training Committee through this Union and has been an active participant in good standing for each of the past five consecutive years and is currently eligible to use our apprentices on a project.

Further, our organization's program is approved by the U.S. Veterans Administration to participate in the GI educational benefits program. A copy of our approval letters are attached. Please refer to the current collective bargaining agreement for the ratio of Journey Worker to Apprentice, if no ratio is prescribed in these documents, the ratio shall be one (1) Apprentice for every (5) Journey Workers and thereafter not employ more than (1) Apprentice for every (3) Journey Workers.

Sincerely,

Sean Coakley,  
Director

# United States Department of Labor



## Bureau of Apprenticeship and Training Certificate of Registration

INDIANA LABORER'S TRAINING TRUST FUND

BEDFORD, INDIANA

for the trade classification of CONSTRUCTION CRAFT LABORER

*Registered as part of the National Apprenticeship Program  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*

December 14, 1995

*Date*

IN040-0528

*Registration No.*

*Robert B. Lill*

*Secretary of Labor*

*Anthony Duvoise*  
*Director, Bureau of Apprenticeship and Training*

## Apprentice Status Report By Indenture Date

Apprentices Indentured Between 1/1/2020 And 12/31/2024

Apprentice Program: IN2

Year	Apprentice Status	Apprentices	Percentage	
2024	Active	920	80.07%	
	Active Duty	1	0.09%	
	Adv. to Journeyman	21	1.83%	
	Deceased	1	0.09%	
	Graduated	1	0.09%	
	Med. Susp.	2	0.17%	
	Not Registered	1	0.09%	
	Reinstate	55	4.79%	
	Suspended	5	0.44%	
	Terminated	138	12.01%	
	Voluntary withdraw	4	0.35%	
	<b>Total Indentured</b>		<b>1149</b>	

## Apprentice Status Report By Indenture Date

Apprentices Indentured Between 1/1/2020 And 12/31/2024

Apprentice Program: IN2

Year	Apprentice Status	Apprentices	Percentage	
<b>2022</b>	Active	217	22.89%	
	Adv. to Journeyman	75	7.91%	
	Deceased	5	0.53%	
	Graduated	95	10.02%	
	Journeyman	1	0.11%	
	Med. Susp.	3	0.32%	
	Not Registered	1	0.11%	
	Reinstate	6	0.63%	
	Suspended	7	0.74%	
	Terminated	498	52.53%	
	Transferred Out	2	0.21%	
	Voluntary withdraw	38	4.01%	
	<b>Total Indentured</b>		<b>948</b>	
<b>2023</b>	Active	447	43.91%	
	Adv. to Journeyman	55	5.40%	
	Deceased	2	0.20%	
	Graduated	5	0.49%	
	Journeyman	3	0.29%	
	Med. Susp.	1	0.10%	
	Not Registered	5	0.49%	
	Reinstate	25	2.46%	
	Suspended	7	0.69%	
	Terminated	441	43.32%	
	Voluntary withdraw	27	2.65%	
	<b>Total Indentured</b>		<b>1018</b>	

## Apprentice Status Report By Indenture Date

Apprentices Indentured Between 1/1/2020 And 12/31/2024

Apprentice Program: IN2

Year	Apprentice Status	Apprentices	Percentage
<b>2020</b>	Active	22	3.42%
	Adv. to Journeyman	73	11.34%
	Deceased	2	0.31%
	Graduated	64	9.94%
	Journeyman	1	0.16%
	Not Registered	1	0.16%
	Reinstate	2	0.31%
	Suspended	1	0.16%
	Terminated	433	67.24%
	Voluntary withdraw	45	6.99%
	<b>Total Indentured</b>		<b>644</b>

<b>2021</b>	Active	53	7.13%
	Active Duty	2	0.27%
	Adv. to Journeyman	72	9.69%
	Deceased	4	0.54%
	Graduated	93	12.52%
	Med. Susp.	1	0.13%
	Reinstate	2	0.27%
	Suspended	1	0.13%
	Terminated	471	63.39%
	Voluntary withdraw	44	5.92%
	<b>Total Indentured</b>		<b>743</b>

# STATE OF INDIANA

DEPARTMENT OF VETERANS AFFAIRS  
STATE APPROVING AGENCY  
402 WEST WASHINGTON STREET ROOM W-469  
INDIANAPOLIS, INDIANA 46204-2738



Eric Holcomb, Governor  
James M. Brown, Director

Jeremy Brewer  
Apprenticeship Coordinator  
Indiana Laborers Training Trust Fund-Apprenticeship  
439 Patton Hill Rd.  
Bedford, IN 47421

January 9, 2019

Dear Jeremy Brewer,

The Indiana State Approving Agency conducted a supervisory visit on 01/8/2019 at Indiana Laborers Training Trust Fund-Apprenticeship. The purpose of the visit was to provide training to the Certifying Officials and review enrollment certifications, record retention and reporting procedures.

The organization demonstrated proper record maintenance and record maintenance and reporting procedures. During the visit, we discussed the importance of reporting hours on a monthly basis, good record keeping techniques, and how to report a leave of absence or completion via VA Form 22-1999b. We also updated the Certifying Officials via VA Form 22-8794, work processes, and wage scale.

If you need any assistance or have any questions regarding this technical visit please contact me directly at [tgriffin@dva.in.gov](mailto:tgriffin@dva.in.gov) or (317) 232-3916. Thank you for the courtesy extended during my visit. The education and training opportunities that your organization continues to provide veterans and their dependents are appreciated.

Sincerely,

Taniqua Griffin  
Program Director

APPROVED  
JAN - 9 2019  
INDIANA STATE APPROVING AGENCY

# STATE OF INDIANA

DEPARTMENT OF VETERANS AFFAIRS  
STATE APPROVING AGENCY  
402 WEST WASHINGTON STREET ROOM W469  
INDIANAPOLIS, INDIANA 46204-2738



Eric Holcomb, Governor  
James M. Brown, Director

Jeremy Brewer  
Apprenticeship Coordinator  
Indiana Laborers Training Trust Fund-Apprenticeship  
439 Patton Hill Rd.  
Bedford, IN 47421

January 9, 2019

Dear Jeremy Brewer,

This will acknowledge receipt of your updated **Wage Scale** for the **Construction Craft Laborer** program offered by Indiana Laborers Training Trust Fund-Apprenticeship. The State Approving Agency has reviewed the document as listed below:

**Wage Scale: Construction Craft Laborer**

**FACILITY CODE: 30004114**

To the best of my knowledge Indiana Laborers Training Trust Fund-Apprenticeship does not utilize erroneous or misleading advertisement, either by actual statement, omission, or intimation. It is understood by Indiana Laborers Training Trust Fund-Apprenticeship that they will maintain a complete record of all advertising utilized by or on behalf of the Indiana Laborers Training Trust Fund-Apprenticeship in regards to their training programs during the preceding 12 months. Indiana Laborers Training Trust Fund-Apprenticeship's advertising will be available for review by any and all future supervisory visits by the SAA, or the U.S. Department of Veteran Affairs.

Please Review the entire packet for content and accuracy. Approval is granted pursuant to the provisions of Title 38, U.S. Code 3687, with an effective date of **April 1, 2018**.

If you have any questions, please feel free to give me a call at 317-232-3916 or email me at [tgriffin@dva.in.gov](mailto:tgriffin@dva.in.gov). Thank you for what you do for our Veterans, and have a great day!

Sincerely,

Taniqua Griffin  
Program Director  
State Approving Agency  
Cc: VARO/ELR

APPROVED  
JAN - 9 2019  
INDIANA STATE APPROVING AGENCY

# STATE OF INDIANA

DEPARTMENT OF VETERANS AFFAIRS  
STATE APPROVING AGENCY  
402 WEST WASHINGTON STREET ROOM W-469  
INDIANAPOLIS, INDIANA 46204-2738



Eric Holcomb, Governor  
James M. Brown, Director

Jeremy Brewer  
Apprenticeship Coordinator  
Indiana Laborers Training Trust Fund-Apprenticeship  
439 Patton Hill Rd.  
Bedford, IN 47421

January 9, 2019

Dear Jeremy Brewer,

This will acknowledge receipt of your revised Work Processes for the **Construction Craft Laborer** program offered at Hoosier Energy, located in Bedford, Indiana. The State Approving Agency has reviewed the document as listed below:

<u>TRAINING PROGRAM</u>	<u>LENGTH</u>	<u>DOT CODE</u>
Construction Craft Laborer	4,000-7800 hours	47-2061.00

**FACILITY CODE: 30004114**

To the best of my knowledge Indiana Laborers Training Trust Fund-Apprenticeship does not utilize erroneous or misleading advertisement, either by actual statement, omission, or intimation. It is understood by Indiana Laborers Training Trust Fund-Apprenticeship that they will maintain a complete record of all advertising utilized by or on behalf of the company in regards to their training programs during the preceding 12 months. The company's advertising will be available for review by any and all future supervisory visits by the SAA, or the U.S. Department of Veteran Affairs.

This approval is made pursuant to and under the provisions of Title 38, U. S. Code 3687, with an effective date of **January 8, 2019**.

If you have any questions, please contact me at 317-232-3916.

Sincerely,

Taniqua Griffin  
Program Director  
State Approving Agency  
Cc:VARO/ELR



SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Texas

## **SURETY BONDING COMPANY OF AMERICA**

(NAIC #24047)

BUSINESS ADDRESS: 151 N. Franklin Street, CHICAGO, IL 60606

PHONE: (312) 822-5000

UNDERWRITING LIMITATION b/: \$489,000

SURETY LICENSES c,f/: AL, AZ, AR, CA, CO, DE, DC, GA, ID, IL, IN, KS, MN, MO, MT, NE, NV, NM, NY, ND, OK, OR, SC, SD, TN, TX, UT, WV, WY

INCORPORATED IN: South Dakota

## **Swiss Re Corporate Solutions America Insurance Corporation**

(NAIC #29874)

BUSINESS ADDRESS: 1200 MAIN ST. SUITE 800, KANSAS CITY, MO 64105 - 2478

PHONE: (816) 235-3700

UNDERWRITING LIMITATION b/: \$113,786,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY

INCORPORATED IN: Missouri

## **Swiss Re Corporate Solutions Premier Insurance Corporation**

(NAIC #32778)

BUSINESS ADDRESS: 1200 MAIN ST. SUITE 800, KANSAS CITY, MO 64105 - 2478

PHONE: (816) 235-3700

UNDERWRITING LIMITATION b/: \$7,070,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY

INCORPORATED IN: Missouri

## **Swiss Reinsurance America Corporation**

(NAIC #25364)

BUSINESS ADDRESS: 175 KING STREET, ARMONK, NY 10504 - 1606



June 25, 2025

**Re: Bonding Limits for Indiana Earth, Inc.**

To Whom It May Concern:

Please be advised that Swiss Re Corporate Solutions America Insurance Corporation of Kansas City, MO has had the continuing privilege of providing bonding support to **Indiana Earth, Inc.** of Osceola, IN. Swiss Re Corporate Solutions America Insurance Corporation has a Best Insurance Guide rating of A+ XV. We currently have a bonding line established with single job limits of \$10,000,000 and aggregate limitations of \$20,000,000. **By no means do these limits constitute maximums, as we will consider larger projects at the time a request is submitted to our company.**

We are of the opinion that **Indiana Earth, Inc.** is one of the finest managed contracting firms in the industry. They have consistently handled each of their projects in a professional manner and all projects have been satisfactorily completed.

This letter is not an assumption of liability nor is it a bond. Subject to a routine underwriting review of the contract, bond forms, confirmation of adequate project funding and current underwriting information, we are prepared to arrange for the issuance of performance and payment bonds upon request. Please note that any decision regarding the extension of surety credit is between Swiss Re Corporate Solutions America Insurance Corporation and **Indiana Earth, Inc.**, and no liability attaches to third parties.

Should you have any questions, please do not hesitate to call.

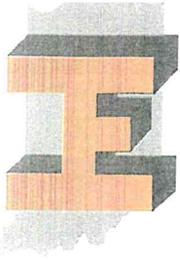
Sincerely,

A handwritten signature in blue ink, appearing to read "Thomas O. Chambers".

Thomas O. Chambers  
Attorney-in-Fact  
Swiss Re Corporate Solutions America Insurance Corporation



2626 49th Drive, Franksville, WI 53126  
PHONE: 262.835.9576 or 800.264.1634  
FAX: 262.835.9649  
WEBSITE: [www.shorewestsurety.com](http://www.shorewestsurety.com)



**INDIANA  
EARTH  
INC.**

**Public Projects completed:**

1) Excavation and Utility – Knox Community Schools	\$150,000 Summer 2022
2) Excavation and Demolition – Mishawaka City Hall	\$200,000 Summer 2022
3) Excavation and Utility – Ironworks Plaza Phase 3	\$500,000 Summer 2022
4) Excavation and Utility – Topeka Water Treatment Plant	\$500,000 Summer 2022
5) Excavation and Utility—Mishawaka River Walk	\$1,100,446 Fall 2023
6) Excavation and Utility – LaGrange INDOT Unit Building	\$1,000,000 Winter 2023
7) Excavation Elkhart County Courthouse	\$176,200 Summer 2024
8) Excavation New Buffalo School	\$68,100 Summer 2024
9) Excavation/Demo Kamm Island	\$220,656 Spring 2024
10) Excavation and Utility--Evergreen Park	\$401,250 Summer 2024

**Public Works in Process:**

- 1) Excavation and Utility--MLK Dream Center
- 2) Excavation and Utility-Porter County Highway Garage
- 3) Excavation and Utility-Chesterton Police Station
- 4) Excavation and Utility-Four Winds Field Improvements
- 5) Excavation and Utility-Michigan City Parking Garage

**Completed all work awarded to our firm.**

**References of Private Firms**

1) Gibson Lewis LLC	574-259-8581
2) Larson Danielson	219-362-2127
3) Weis Builders	773-304-4600
4) Gariup Construction	219-887-5233
5) Flaherty and Collins	317-816-9300
6) Skillman Corporation	317-783-6151
7) Horizon Develop Build Manage	574-581-9779



**Plan of proposed work**

- 1) Per Spec

**Subcontractors Utilized on Past Projects**

- 1) Weaver Boos –South Bend, IN, Compaction Testing
- 2) Acorn Landscaping – IUSB West Parking Lot
- 3) Abonmarch – South Bend, IN, Surveying
- 4) Hawk Electric – Merrillville, IN
- 5) Montgomery Trucking
- 6) State Barricade
- 7) Mt. Carmel Stabilization
- 8) Milestone Contractors

**Subcontractors to Utilize on this Project** – Possible subs listed, will determine prior to contract approval

- 1) Contractors to be determined

**List of our Equipment Owned:**

- 1) 29 Excavators
- 2) 6 Dozers
- 3) 17 Dump Trucks
- 4) 3 Semi Trucks with dump trailers
- 5) 6 Rollers
- 6) 7 Loaders
- 7) 7 Skidsteers
- 8) 2 Off Road Haul Trucks
- 9) 2 Man Lifts
- 10) 1 Vermeer Vac Truck
- 11) Eagle Crusher

**We have received pricing for services and materials by potential subcontractors.**

