

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

Project Name 2026 Curb and Sidewalk

Project No. 126-005

For Bids Due June 9<sup>th</sup>, 2026 at 9:00am to bpwbids@southbendin.gov

**PART I**

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

Date: 6-9-2026 Bidder (Firm): Indiana Earth, INC

Address: 10343 McKinley Hwy

City/State/Zip: Oscoda, IN 46516 Telephone Number: (574) 674-6488

Email Address: estimatorindianearth@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:

2026 Curb and Sidewalk, 126-005

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

CITY OF SOUTH BEND ENGINEERING

and dated MAY 2026 for the sum of (enter the Total Bid as shown on the Proposal)

One million five hundred thirty one thousand eight hundred (\$ 1,531,812.00 )  
(Enter sum of Total Base Bid plus Alternates shown on Proposal) twelve (Numerical)  
no/100

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

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

**ACCEPTANCE**

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

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

**BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
President

\_\_\_\_\_  
Members



**BID/PROPOSAL  
CITY OF SOUTH BEND**

**Project Name:** 2026 Curb and Sidewalk

**Project Number:** 126-005

**For Bids Due:** June 9<sup>th</sup>, 2026 at 9:00am to [bpwbids@southbendin.gov](mailto:bpwbids@southbendin.gov)

**Contractor Name:** Indiana Earth, INC

**BASE BID**

| Item No. | Description  | Quantity | Unit | Unit Price | Total Amount |
|----------|--|----------|------|------------|--------------|
| 1        | CONCRETE SIDEWALK, REMOVE                          | 3176     | SY   | 16.25      | 51,610.00    |
| 2        | CONCRETE SIDEWALK, 4-IN                            | 3176     | SY   | 117.50     | 373,180.00   |
| 3        | CONCRETE CURB, REMOVE                              | 3650     | LF   | 8.60       | 31,390.00    |
| 4        | CONCRETE CURB, MODIFIED                            | 3650     | LF   | 69.10      | 252,215.00   |
| 5        | CONCRETE APPROACH, REMOVE                          | 402      | SY   | 23.00      | 9,246.00     |
| 6        | PCCP FOR APPROACHES, 6-IN                          | 402      | SY   | 168.00     | 67,536.00    |
| 7        | CONCRETE CURB RAMP, REMOVE                         | 101      | SY   | 64.00      | 6,464.00     |
| 8        | PERPENDICULAR CURB RAMP                            | 101      | SY   | 238.00     | 24,038.00    |
| 9        | TOPSOIL AND SEEDING                                | 3037     | SY   | 33.00      | 100,221.00   |
| 10       | TREE, REMOVE, 6-IN                                 | 1        | EA   | 1,000.00   | 1,000.00     |
| 11       | TREE, REMOVE, 10-IN                                | 1        | EA   | 2,800.00   | 2,800.00     |
| 12       | TREE, REMOVE, 18-IN                                | 14       | EA   | 4,130.00   | 57,820.00    |
| 13       | TREE, REMOVE, 30-IN                                | 14       | EA   | 5,286.00   | 74,004.00    |
| 14       | TREE, REMOVE, 48-IN                                | 7        | EA   | 6,830.00   | 47,810.00    |
| 15       | STUMP, REMOVE                                      | 8        | EA   | 1,137.50   | 9,100.00     |
| 16       | PLANT, DECIDUOUS TREE, SINGLE STEM. 2-IN TO 2.5-IN | 93       | EA   | 900.00     | 83,700.00    |
| 17       | EROSION & SEDIMENT CONTROL                         | 1        | LS   | 92,060.00  | 92,060.00    |

**BASE BID TOTAL** 1,284,194.00

**[CONTINUED]**



**BID/PROPOSAL  
CITY OF SOUTH BEND**

**Project Name:** 2026 Curb and Sidewalk  
**Project Number:** 126-005  
**For Bids Due:** June 9<sup>th</sup>, 2026 at 9:00am to [bpwbids@southbendin.gov](mailto:bpwbids@southbendin.gov)  
**Contractor Name:** Indiana Earth, INC

**ALTERNATE 1**

| Item No. | Description  | Quantity | Unit | Unit Price | Total Amount |
|----------|--|----------|------|------------|--------------|
| 1        | CONCRETE SIDEWALK, REMOVE                          | 243      | SY   | 17.00      | 4,131.00     |
| 2        | CONCRETE SIDEWALK, 4-IN                            | 243      | SY   | 123.00     | 29,889.00    |
| 3        | CONCRETE CURB, REMOVE                              | 179      | LF   | 11.00      | 1,969.00     |
| 4        | CONCRETE CURB, MODIFIED                            | 179      | LF   | 78.00      | 13,962.00    |
| 5        | CONCRETE APPROACH, REMOVE                          | 32       | SY   | 37.50      | 1,200.00     |
| 6        | PCCP FOR APPROACHES, 6-IN                          | 32       | SY   | 216.00     | 6,912.00     |
| 7        | TREE, REMOVE, 18-IN                                | 5        | EA   | 4,140.00   | 20,700.00    |
| 8        | TREE, REMOVE, 30-IN                                | 1        | EA   | 5,300.00   | 5,300.00     |
| 9        | TREE, REMOVE, 48-IN                                | 1        | EA   | 6,900.00   | 6,900.00     |
| 10       | STUMP, REMOVE                                      | 2        | EA   | 11.50      | 2,300.00     |
| 11       | PLANT, DECIDUOUS TREE, SINGLE STEM. 2-IN TO 2.5-IN | 11       | EA   | 900.00     | 9,900.00     |
| 12       | EROSION & SEDIMENT CONTROL                         | 1        | LS   | 18,410.00  | 18,410.00    |

**ALTERNATE 1 TOTAL** 121,573.00

**[CONTINUED]**



**BID/PROPOSAL  
CITY OF SOUTH BEND**


**Project Name:** 2026 Curb and Sidewalk  
**Project Number:** 126-005  
**For Bids Due:** June 9<sup>th</sup>, 2026 at 9:00am to [bpwbids@southbendin.gov](mailto:bpwbids@southbendin.gov)  
**Contractor Name:** Indiana Earth, INC

**ALTERNATE 2**

| Item No. | Description  | Quantity | Unit | Unit Price | Total Amount |
|----------|--|----------|------|------------|--------------|
| 1        | CONCRETE SIDEWALK, REMOVE                          | 268      | SY   | 17.00      | 4,556.00     |
| 2        | CONCRETE SIDEWALK, 4-IN                            | 268      | SY   | 125.00     | 33,500.00    |
| 3        | CONCRETE CURB, REMOVE                              | 508      | LF   | 11.00      | 5,588.00     |
| 4        | CONCRETE CURB, MODIFIED                            | 508      | LF   | 74.00      | 37,592.00    |
| 5        | TOPSOIL AND SEEDING                                | 347      | SY   | 37.00      | 12,839.00    |
| 6        | TREE, REMOVE, 18-IN                                | 1        | EA   | 4,200.00   | 4,200.00     |
| 7        | TREE, REMOVE, 30-IN                                | 1        | EA   | 6,300.00   | 6,300.00     |
| 8        | PLANT, DECIDUOUS TREE, SINGLE STEM. 2-IN TO 2.5-IN | 7        | EA   | 900.00     | 6,300.00     |
| 9        | EROSION & SEDIMENT CONTROL                         | 1        | LS   | 15,170.00  | 15,170.00    |

**ALTERNATE 2 TOTAL** 126,045.00

**Bidder (Firm):** Indiana Earth, INC  
**Address:** 10343 McKinley Hwy  
**City/State/Zip:** Osceola, IN 46561 **Telephone Number:** (574) 674-6488

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



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

the program, and the United States Department of Labor Office of Apprenticeship Certificates of Registration of 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: 6-9-2026



(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)



# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Indiana Earth, Inc.

10343 McKinley Highway

Osceola, IN 46561

**OWNER:**

(Name, legal status and address)

City of South Bend

215 S. Dr. Martin Luther King, Jr. Blvd

South Bend, IN 46601

**BOND AMOUNT: \*\*\*FIVE PERCENT OF AMOUNT BID\*\*\***

**SURETY:**

(Name, legal status and principal place

of business)

Swiss Re Corporate Solutions America Insurance Corporation

1200 Main Street, Suite 800

Kansas City, MO 64105

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

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

**PROJECT:**

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

2026 Curb and Sidewalk - Project No. 126-005

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

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

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

Signed and sealed this 9th day of June, 2026  
Indiana Earth, Inc.

[Signature]  
(Witness)

[Signature]  
(Principal) (Seal)  
MARK OSLER, PRESIDENT  
(Title)

Swiss Re Corporate Solutions America Insurance Corporation  
(Surety) (Seal)

[Signature]  
(Witness)

[Signature]  
(Title) Thomas O. Chambers, Attorney-in-Fact

Init.

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**SWISS RE CORPORATE SOLUTIONS**

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")  
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")  
SWISS REINSURANCE AMERICA CORPORATION ("SRAC")  
WESTPORT INSURANCE CORPORATION ("WIC")

**GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and SRAC, a corporation organized and existing under the laws of the State of New York and having its principal office in the City of Armonk, New York, and WIC organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

**THOMAS O. CHAMBERS, TODD SCHAAP, KIMBERLY S. RASCH and PAUL JACOBSEN**

**JOINTLY OR SEVERALLY**

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, consents of surety, or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

**UNLIMITED**

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18<sup>th</sup> of November 2021 and SRAC at a meeting duly called and held on the 7<sup>th</sup> of November 2025 and WIC by written consent of its Executive Committee dated July 18, 2011:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory  
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of SRAC & Senior Vice President of WIC

By Gabriel Jacquez  
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of SRAC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, SRAC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of January, 2026.

State of Illinois  
County of Cook

ss

Swiss Re Corporate Solutions America Insurance Corporation  
Swiss Re Corporate Solutions Premier Insurance Corporation  
Swiss Reinsurance America Corporation  
Westport Insurance Corporation

On this 26th day of January, 2026, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of SRAC and Senior Vice President of WIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of SRAC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Karen M. Szweda  
Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and SRAC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and SRAC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of June, 2026.

Jeffrey Goldberg  
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and SRAC and WIC

STATE OF WISCONSIN )

COUNTY OF **Milwaukee** )

ON THIS 9th day of June, 2026,  
before me, a notary public, within and for said County and State, personally appeared \_\_\_\_  
Thomas O. Chambers to me personally known, who being duly sworn,  
upon oath did say that he is the Attorney-in-Fact of and for the \_\_\_\_\_  
Swiss Re Corporate Solutions America Insurance Corporation, a corporation  
of Missouri, created, organized and existing under and  
by virtue of the laws of the State of Missouri; that the corporate seal  
affixed to the foregoing within instrument is the seal of the said Company; that the seal  
was affixed and the said instrument was executed by authority of its Board of Directors;  
and the said Thomas O. Chambers did acknowledge that he/she  
executed the said instrument as the free act and deed of said Company.



**Rosa Hernandez**

Notary Public, **Milwaukee** County, Wisconsin  
My Commission Expires **1/22/2027**



**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: 126-001 Date: 6-9-2020  
 Project Name: 2026 Curb and Sidewalk  
 Bidder: Indiana Earth, INC  
 Contact Person: Ryne Myers Telephone: 574-674-6488  
 Address: 10343 McKinley HWY  
 City: Osceola State: IN Zip: 46561  
 Email: estimatorindianearth@yahoo.com

To determine whether a bidder has demonstrated good faith efforts to reach the MBE 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   |   |
|--|---|
| <p><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>.</p> |   |
| GOOD FAITH EFFORTS TO OBTAIN MBE PARTICIPATION   |   |
| <p>The bidder shall initial each item below, as evidence of its good faith efforts to obtain MBE participation in the awarded contract.</p>  |   |
| 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 MWBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE participation.   |
| RM   | I affirm 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 affirm that I attended all pre-bid meetings scheduled by the City of South Bend to inform MBEs of contracting and subcontracting opportunities.   |
| RM   | I affirm 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 affirm 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 MBEs to participate effectively.  |
| RM   | I affirm that I followed up on initial solicitations with interested MBEs.  |
| RM   | I affirm 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 affirm 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, INDIANA**  
**CONTRACTOR'S BID FOR PUBLIC WORK**  
**CHECKLIST FOR BIDDERS**

**Project Name** 2026 Curb and Sidewalk Replacement  
**Project No.** 126-005  
**For Bids Due** June 9<sup>th</sup>, 2026 at 9:00am to bpwbids@southbendin.gov

From time to time the South Bend Board of Public Works finds it necessary to reject a bid because it does not comply with statutory requirements. In preparing your bid, please use the following checklist in order to make sure that your bid is done in the proper manner.

- Proper bid security included. The bidder has the option of providing either a Certified Check or Bid Bond.
- Bid prepared on the City of South Bend Contractor's Bid for Public Work Form, completely executed.
- Contractor's Non-Collusion and Non-Debarment Affidavit, Certification Regarding Investments with Iran, Employment Eligibility Verification, Non-Discrimination Commitment, and Certification of use of United States Steel Products or Foundry Products.
- Statement of Intent to Comply with MWBE Goals, or a Good Faith Efforts Waiver including Evidence of Good Faith Efforts Forms [MBE-2.0 and WBE-2.0] and MWBE Contacted Forms [MBE-2.1 and WBE-2.1].
- Acknowledge Receipt of 0 Addendum(s) included with the bid.
- All required additional information is included with the bid.
- Proposal statements and other affidavits all signed by the proper party with name either printed or typed underneath signature.
- This checklist submitted with the Bid.

**This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.**

Bidder: Indiana Earth, INC Date: 6-9-2026

By Authorized Representative:

Signature: 

Print Name & Title: Mark Oster, President

## **PART II**

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

These statements to be submitted under oath by each bidder with and as part of his/her/its bid.

Attach additional pages for each section as needed.

### **SECTION I EXPERIENCE QUESTIONNAIRE**

1. Attach information regarding projects your organization has completed for the period of one (1) year prior to the date of the current bid.
2. Attach a listing of public works projects currently in process of construction by your organization.
3. Attach information regarding any failure to complete any work awarded to you and the location thereof.
4. Attach references from private firms for which you have performed work.

### **SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE**

1. Attach an explanation of your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the City of South Bend to consider your bid.)
2. Attach a listing of the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.
3. If you intend to sublet any portion of the work, attach the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the City of South Bend in the event that you subsequently determine that you will use a subcontractor on the proposed project.
4. Attach a listing of equipment you have available to use for the proposed project.
5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, attach an explanation for the rationale used which would corroborate the prices listed.

### **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 City of South Bend awarding the contract must be specific enough in detail so that said City of South Bend can make a proper determination of the bidder's capability for completing the project if awarded.

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



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

|  |    |   |
|--|----|---|
|  | EM | I <b>affirm</b> that I have made good faith efforts to assist interested MBEs in obtaining necessary equipment, supplies, materials, or related assistances or services, where appropriate. |
|  | EM | I <b>affirm</b> 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 MWBE participation.

Project Number: 126-005 Date: 6-9-2020  
 Project Name: 2026 Curb and Sidewalk  
 Bidder: Indiana Earth, INC  
 Contact Person: Kyne Myers Telephone: 574-674-6488  
 Address: 10343 McKinley HWY  
 City: Osceola State: IN 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   |   |
|--|---|
| <p><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>.</p> |   |
| <p><b>GOOD FAITH EFFORTS TO OBTAIN WBE PARTICIPATION</b></p>   |   |
| <p>The bidder shall initial each item below, as evidence of its good faith efforts to obtain WBE participation in the awarded contract.</p>  |   |
| RM   | <p>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>).</p> |
| RM   | <p>I <b>affirm</b> 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 WBE participation.</p>  |
| RM   | <p>I <b>affirm</b> 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.</p>  |
| RM   | <p>I <b>affirm</b> that I attended all pre-bid meetings scheduled by the City of South Bend to inform WBEs of contracting and subcontracting opportunities.</p>   |
| RM   | <p>I <b>affirm</b> that I advertised in general circulation and/or trade association publications concerning subcontract opportunities and allowed WBEs reasonable time to respond to such advertisements.</p>  |
| RM   | <p>I <b>affirm</b> 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.</p>  |
| RM   | <p>I <b>affirm</b> that I followed up on initial solicitations with interested WBEs.</p>  |
| RM   | <p>I <b>affirm</b> 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.</p>   |
| RM   | <p>I <b>affirm</b> 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.</p>  |

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



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

|   |   |
|---|---|
| EM  | 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. |
|   | EM<br>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 MWBE 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-owned business meets the MBE qualifications. Attach additional pages if necessary.

PAGE 1 OF 1

Project Number: 126-001 MBE Participation Goal 3.44%

Project Name: 2026 Curb and Sidewalk Replacement

Bidder: Indiana Earth, INC

By: Ryne Myers (Signature) Estimator (Title) 6-9-2026 (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 MBE-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 woman-owned business meets the WBE qualifications. Attach additional pages if necessary.

PAGE 1 OF 1

Project Number: 126-005 WBE Participation Goal 5.32%

Project Name: 2026 Curb and Sidewalk

Bidder: Indiana Earth, INC

By: Ryne Meyer (Signature) Estimator (Title) 6-9-2026 (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:

**CITY OF SOUTH BEND, INDIANA**  
**CONTRACTOR'S BID FOR PUBLIC WORK**  
**MWBE CHECKLIST**

Project Name 2026 Curb & Sidewalk  
Project No. 126-005  
For Bids Due June 9<sup>th</sup>, 2026 at 9am local time to [bpwbids@southbendin.gov](mailto:bpwbids@southbendin.gov)  
Contractor Name: Indiana Earth, INC

The City seeks to promote equal opportunity for minority and women-owned businesses, including small local businesses, and to encourage utilization of such businesses in City contracting and procurement. **THIS FORM MUST BE SUBMITTED WITH YOUR BID IF THE BID IS AT OR ABOVE \$150,000.**

**\*\*THIS FORM ONLY APPLIES TO BIDS GREATER THAN \$150,000. \*\***

It is the sole responsibility of the potential bidder to comply with all submission requirements applicable to the bidder in Section 14.5 of the City of South Bend, Indiana Code of Ordinances and the Minority and Women Business Program Plan.

**INSTRUCTIONS:**

**If you intend to comply with the stipulated MBE and WBE participation goals, complete Section I only.**

**If you are unwilling to affirm in writing your intent to comply with the stipulated MBE and WBE participation goals, complete Section II and complete forms MBE-2.0, WBE-2.0, MBE-2.1, and WBE-2.1.**

**I. MWBE CHECKLIST FOR INTENT TO MEET STIPULATED MBE AND WBE PARTICIPATION**

- a)  By checking this box, I hereby acknowledge that the City reserves the right to request supplemental information, additional verification of any information provided by me.
- b)  By checking this box, I hereby acknowledge that I will meet or exceed the stipulated MBE and WBE participation goals of this contract.
- c)  By checking this box, I agree to comply with all tracking and reporting, including online tracking software for MWBE participation.
- d)  By checking this box, I understand that a failure to meet the contractual obligations for MWBE participation shall be a breach of contract. I understand that the City shall impose a penalty against the Contractor in the amount of the difference between the stipulated MBE and WBE goals and the actual amount paid to MBE and WBE subcontractors.

**II. MWBE CHECKLIST FOR GOOD FAITH EFFORTS GOAL WAIVER**

- a)  By checking this box, I hereby acknowledge that the City reserves the right to request supplemental information or additional verification of any information provided by me.
- b)  By checking this box, I affirm I have made good faith efforts to seek opportunities to meet the stipulated MBE and WBE participation goals. I affirm I have made reasonable efforts (e.g., attendance at pre-bid meetings, advertising, and written notices) to solicit MWBEs in the scopes of work of the contract.
  - i.  I have completed the Evidence of Good Faith Efforts Forms [MBE-2.0 and WBE-2.0] and MWBE Contacted Forms [MBE-2.1 and WBE-2.1] and submit these forms as part of my bid.
  - ii.  I affirm that if awarded the bid, I will exhibit post-award good faith efforts, examples of which include emailing and calling MWBEs to solicit quotes, advertising subcontracting work in newspapers and online, and meeting with the Office of Diversity Inclusion to identify opportunities for MWBE utilization throughout the course of the project.
- c)  By checking this box, I hereby acknowledge that the determination of whether a bidder has made good faith efforts and should be granted a goal waiver will be made by the MWBE Program Administrator, in consultation with the City's Legal Department and Department of Public Works.
- d)  By checking this box, I agree to comply with all tracking and reporting, including online tracking software for MWBE participation, even if a goal waiver is granted.

Date: 6-9-2026

  
(Sign Here)

Mark Oster, 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, INDIANA**  
**CONTRACTOR'S BID FOR PUBLIC WORK**  
**RESPONSIBLE BIDDER CHECKLIST**

**Project Name** 2026 Curb and Sidewalk  
**Project No.** 126-005  
**For Bids Due** June 9<sup>th</sup>, 2026 at 9:00am to bpwbids@southbendin.gov  
**Contractor Name:** Indiana Earth, INC

The City seeks to enhance its ability to identify responsive and responsible bidders on all City public works projects by institution of comprehensive submission requirements in compliance with State law. Quality workmanship, efficient operation, safety, and timely completion of projects requires that all bidders meet certain minimum requirements to be responsive and responsible bidders.

**THIS FORM MUST BE SUBMITTED WITH YOUR BID.**

**\*\*THIS FORM ONLY APPLIES TO BIDS GREATER THAN \$250,000. \*\***

**INSTRUCTIONS:**

**If you are a pre-qualified bidder, complete Section I only.**

**If you are not a pre-qualified bidder, complete Section II only.**

Section II acts as an application for pre-qualification. Submission of Section II will allow the bidder to be considered for pre-qualification for bids with the City of South Bend Department of Public Works. Pre-qualified bidders will then be exempt from a portion of the submission requirements outlined in Section 6-71 of The Responsible Bidding **Ordinance No. 10975-23** (hereinafter, "Responsible Bidding Ordinance") for a period of twelve (12) months.

Thereafter, contractors who are pre-qualified must submit a complete application for continuation of "pre-qualified" standing, on a form provided by the City ("Responsible Bidder Checklist (1) Pre-Qualified Bidders") within twelve (12) months of obtaining pre-qualified standing. If the status of any item changes within the twelve (12) months, it is the responsibility of the contractor to notify the City. Failure by any pre-qualified contractor to submit its complete application for continuation of "pre-qualified" standing within the time prescribed above shall result in automatic removal of the designation, effective immediately following the twelve (12) months of pre-qualified standing.

However, the "removed" contractor or subcontractor shall still be permitted to bid on City public works projects, though the contractor must submit all required documents under 6-71 until "pre-qualified" status is re-established.

**Please Note: The City reserves the right to request supplemental information from the bidder, additional verification of any information provided by the bidder, and may also conduct random inquiries of the bidder's current and previous customers regardless of pre-qualified standing.**

It is the sole responsibility of the potential bidder to comply with all submission requirements applicable to the bidder in Section 6-71 of the Responsible Bidding Ordinance no later than the date of the public bid opening.

### **POST BID SUBMISSIONS:**

Post-bid submissions must be submitted in accordance with Section 6-72 of the Responsible Bidding Ordinance. The post-bid submission requirements are as follows:

1. All bidders shall collect, maintain, and provide upon request, a current written list that discloses the name, address, licensing status, and type of work for any subcontractor from whom the bidder has accepted a bid and/or intends to hire on any part of the public work project, including individuals performing work as independent contractors.
2. Each subcontractor, whose portion of the project is estimated to be at least two-hundred fifty thousand dollars (\$250,000.00), shall be required to adhere to the requirements of Section I of the Responsible Bidder Ordinance as though it were bidding directly to the City, except that the subcontractor shall submit the required information (including the name, address, and type of work) to the successful bidder prior to the commencement of work.
3. Failure of a subcontractor to submit the required information shall not disqualify the successful bidder from performing work on the project and shall not constitute a contractual default and/or breach by the successful bidder. However, the City may withhold all payment otherwise due for work performed by a subcontractor, until the subcontractor submits the required information and the City approves such information.
4. The disclosure of a subcontractor list ("Disclosed Subcontractor(s)") to the City by a bidder shall not create any rights in the Disclosed Subcontractor(s). Thus, a bidder may substitute another subcontractor for a Disclosed Subcontractor by giving the City, upon request, written notice of the name, address, licensing status, and type of work of the substitute subcontractor.
5. The successful bidder for projects greater than \$250,000 and all subcontractors performing work greater than \$250,000 on a public works project are required to submit certified payroll utilizing the federal form known as WH-347 or a similar form on a bi-weekly basis, submitted within 10 days after the end of each bi-weekly payroll period. Certified payrolls shall identify the job title and craft for each employee. **Certified payrolls shall be submitted electronically.**

**Please Note: Submissions deemed inadequate, incomplete, or untimely by the City may result in the automatic disqualification of the bid.**

The City, after review of complete and timely submissions, shall, in its sole discretion, after taking into account all information in the submission requirements, determine whether a bidder is responsive and responsible, and provide a Pre-Qualification Verification Letter. The City specifically reserves the right to utilize all information provided in the contractor's submission and any information obtained by the City through its own independent verification of the information provided by the contractor.

**I. PRE-QUALIFIED BIDDER CHECKLIST**

(a) Acknowledgements:

- (i)  By checking this box, I hereby acknowledge that I am a pre-qualified bidder with the City of South Bend and that I have met the pre-qualification requirements within the last twelve (12) months. **A copy of my Pre-Qualification verification letter is attached.**
- (ii)  By checking this box, I hereby acknowledge that the City reserves the right to request supplemental information, additional verification of any information provided by me, and may also conduct random inquiries of my current and prior customers.
- (iii)  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.
- (iv)  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)  Statement on staffing capabilities, including labor sources. This statement indicates and ensures I have sufficient employees on staff to complete the work. It outlines how I intend to meet the staffing needs of the work.
- (iii)  List of projects of similar size and scope of work performed in all areas, including the State of Indiana, within the last three (3) years.
- (iv)  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 of Apprenticeship Programs for each type of work to be performed on the project.

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 South Bend.
- (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 reserved 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



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  
04/28/2026 07:36 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: **03/31/2028**  
Years Due:

**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**

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**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 (\$.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.

# **Employee Policy Manual**

## **INDIANA EARTH, INC.**

10343 McKinley Hwy.

Osceola, IN 46561

(574) 674-6488

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

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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 A.F.L.-C.I.O. 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: 3-16-2026

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,

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*

Tuesday, March 16<sup>th</sup> 2026

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.

*Chad Jeffries*

Chad Jeffries

Assistant Coordinator

Operating Engineers Local 150 Apprenticeship

19800 W. South Arsenal Rd.

Wilmington, IL 60481

[cjeffries@asiplocal150.org](mailto:cjeffries@asiplocal150.org)

Tel: 815-722-3201 x6003

Fax: 815-423-5749



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*OPERATORS*  


---

  
*LOCAL 150*

## 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.

# 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 grade classification of OPERATING ENGINEERS

*Issued in recognition of the above apprenticeship system, registered as part of the  
National Apprenticeship Program in accordance with the standards recommended by the*

### Federal Committee on Apprenticeship

March 22 1968  
Revised September 20, 1971

*Ernest P. Shultz*  
SECRETARY OF LABOR

*Charles R. Walker*  
FEDERAL SECRETARY FOR APPRENTICESHIP



V-111-91366-1 (Formerly V-111-90966-1)  
MICHIGAN INC.

*W. Bonelli*  
MANAGER

*George P. Whelan*  
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  
Jade Painter  
Christopher Potts  
Nick Timmerman  
Jim Wiseman

P.O. Box 758  
Bedford, Indiana 47421

Sean Coakley, Director

PHONE : (812) 279-9751  
FAX : (812) 279-5545

March 17, 2026

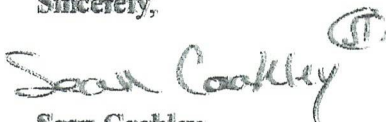
To Whom It May Concern:

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

The above-mentioned company is a participant in the Joint Apprenticeship and Training Committee through this Union, is an active participant in good standing 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 along with the collective bargaining agreement stating the ratios of Journey workers to Apprentices: which is one (1) Apprentice for every four (4) Journey workers and thereafter may not employ more than (1) Apprentice for every (3) Journey workers.

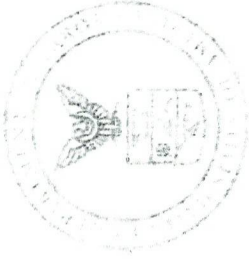
Sincerely,



Sean Coakley,  
Director

SC:ap

# 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. Bell*

*Secretary of Labor*

*Anthony Scurzo*

*Director, Bureau of Apprenticeship and Training*

# Apprentice Status Report By Indenture Date

Apprentices Indentured Between 1/1/2021 And 12/31/2025

Apprentice Program: IN3

| Year        | Apprentice Status       | Apprentices | Percentage   |
|-------------|-------------------------|-------------|--------------|
| <b>2021</b> | <b>Total Indentured</b> |             |              |
| <b>2022</b> | <b>Total Indentured</b> |             |              |
| <b>2023</b> | <b>Total Indentured</b> |             |              |
| <b>2024</b> | <b>Total Indentured</b> |             |              |
| <b>2025</b> |                         | <b>1</b>    | <b>0.11%</b> |
|             | Active                  | 778         | 83.30%       |
|             | Adv. to Journeyman      | 11          | 1.18%        |
|             | Graduated               | 1           | 0.11%        |
|             | Med. Susp.              | 2           | 0.21%        |
|             | Reinstate               | 51          | 5.46%        |
|             | Suspended               | 2           | 0.21%        |
|             | Terminated              | 79          | 8.46%        |
|             | Voluntary withdraw      | 9           | 0.96%        |
|             | <b>Total Indentured</b> | <b>934</b>  |              |

# Apprentice Status Report By Indenture Date

Apprentices Indentured Between 1/1/2021 And 12/31/2025

Apprentice Program: IN2

| Year | Apprentice Status       | Apprentices | Percentage |
|------|-------------------------|-------------|------------|
| 2025 | Active                  | 164         | 63.81%     |
|      | Adv. to Journeyman      | 5           | 1.95%      |
|      | Deceased                | 1           | 0.39%      |
|      | Reinstate               | 15          | 5.84%      |
|      | Suspended               | 2           | 0.78%      |
|      | Terminated              | 68          | 26.46%     |
|      | Voluntary withdraw      | 2           | 0.78%      |
|      | <b>Total Indentured</b> | <b>257</b>  |            |

## Apprentice Status Report By Indenture Date

Apprentices Indentured Between 1/1/2021 And 12/31/2025

Apprentice Program: IN2

| Year        | Apprentice Status       | Apprentices | Percentage  |
|-------------|-------------------------|-------------|-------------|
| <b>2023</b> | Active                  | 210         | 20.98%      |
|             | Adv. to Journeyman      | 112         | 11.19%      |
|             | Deceased                | 2           | 0.20%       |
|             | Graduated               | 62          | 6.19%       |
|             | Journeyman              | 3           | 0.30%       |
|             | Med. Susp.              | 2           | 0.20%       |
|             | Not Registered          | 5           | 0.50%       |
|             | Reinstate               | 12          | 1.20%       |
|             | Suspended               | 7           | 0.70%       |
|             | Terminated              | 553         | 55.24%      |
|             | Voluntary withdraw      | 33          | 3.30%       |
|             | <b>Total Indentured</b> |             | <b>1001</b> |

|             |                         |     |             |
|-------------|-------------------------|-----|-------------|
| <b>2024</b> | Active                  | 524 | 46.29%      |
|             | Active Duty             | 5   | 0.44%       |
|             | Adv. to Journeyman      | 80  | 7.07%       |
|             | Deceased                | 3   | 0.27%       |
|             | Graduated               | 12  | 1.06%       |
|             | Med. Susp.              | 5   | 0.44%       |
|             | Not Registered          | 3   | 0.27%       |
|             | Reinstate               | 27  | 2.39%       |
|             | Suspended               | 5   | 0.44%       |
|             | Terminated              | 446 | 39.40%      |
|             | Transferred Out         | 1   | 0.09%       |
|             | Voluntary withdraw      | 21  | 1.86%       |
|             | <b>Total Indentured</b> |     | <b>1132</b> |

## Apprentice Status Report By Indenture Date

Apprentices Indentured Between 1/1/2021 And 12/31/2025

Apprentice Program: IN2

| Year | Apprentice Status | Apprentices | Percentage |
|------|-------------------|-------------|------------|
|------|-------------------|-------------|------------|

**2021**

|                         |            |        |
|-------------------------|------------|--------|
| Active                  | 22         | 2.99%  |
| Active Duty             | 1          | 0.14%  |
| Adv. to Journeyman      | 83         | 11.28% |
| Deceased                | 4          | 0.54%  |
| Graduated               | 103        | 13.99% |
| Med. Susp.              | 1          | 0.14%  |
| Reinstate               | 2          | 0.27%  |
| Terminated              | 476        | 64.67% |
| Voluntary withdraw      | 44         | 5.98%  |
| <b>Total Indentured</b> | <b>736</b> |        |

**2022**

|                         |            |        |
|-------------------------|------------|--------|
| Active                  | 57         | 6.10%  |
| Adv. to Journeyman      | 102        | 10.92% |
| Deceased                | 6          | 0.64%  |
| Graduated               | 161        | 17.24% |
| Journeyman              | 2          | 0.21%  |
| Med. Susp.              | 2          | 0.21%  |
| Not Registered          | 1          | 0.11%  |
| Reinstate               | 3          | 0.32%  |
| Suspended               | 7          | 0.75%  |
| Terminated              | 549        | 58.78% |
| Transferred Out         | 3          | 0.32%  |
| Voluntary withdraw      | 41         | 4.39%  |
| <b>Total Indentured</b> | <b>934</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

January 9, 2019

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

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

APPROVED  
JAN - 9 2019  
INDIANA STATE APPROVING AGENCY

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

# SHOREWEST

*Surety Services, Inc.*

February 14th, 2026

*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 \$25,000,000 and aggregate limitations of \$30,000,000. 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,

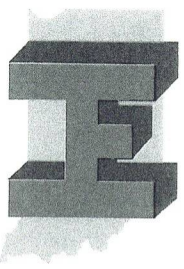


Thomas O. Chambers  
Attorney-in-Fact  
Swiss Re Corporate Solutions America Insurance Corporation



SWISS RE

25425 49th Drive, Franksville, WI 53126  
PHONE: 262.635.6576 or 800.854.1534  
FAX: 262.635.6549  
WEBSITE: www.swissre.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   |

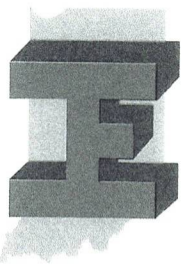
**Public Works in Process:**

- 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 |



**INDIANA  
EARTH  
INC.**

**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.**