



ENGINEERING DEPARTMENT

260.925.8264 phone | 260.920.3344 fax | PO Box 506, Auburn, IN 46706 | engineering@ci.auburn.in.us

October 6, 2022

RE: CSO 009 Storage
(Acceptance of Plans & Specifications, and Request to publicly advertise and receive bids)

To BOW members:

This request is being made to the Board of Public Works and Safety at the next regularly scheduled meeting on October 3, 2023, for acceptance of the plans & specifications, and approval to publicly advertise for the construction of our CSO 009 Storage Project and receive contractor bids.

The Notice to Bidders has been provided for your review and a link to our Public File Sharing has been provided in the email notification which will allow you to review the design plans and project manual (specifications).

The tentative schedule for the project is as follows:

October, 2023	BOW approval to publicly advertise and receive bids
October, 2023	Advertise for public bids (4 weeks)
November, 2023	Receive bids
November, 2023	BOW to award construction contract and issue notice to proceed
February, 2024	Allowable Construction start
October, 2024	Substantial completion
November, 2024	Final completion

Our engineering consultant, Symbiont., has provided an opinion of probable construction cost in the amount of \$2,010,000.

Please contact me with any questions you might have, thank you.

Sincerely,

Daryl K. McConnell, Civil City Engineer
Municipal City of Auburn
260-925-8264 ext. 1401

**NOTICE TO BIDDERS
CITY OF AUBURN, INDIANA
CSO 009 STORAGE**

NOTICE IS HEREBY GIVEN, that the City of Auburn, Indiana, by and through its Board of Public Works & Safety, hereinafter referred to as the Owner, will receive sealed bid proposals for the CSO 009 Storage.

Bids for the construction of the Project will be received at the City of Auburn, Clerk-Treasurer's Office located at 210 East Ninth Street, Auburn, IN 46706, until November 9th, 2023 at 10:00 a.m. local time. At that time, the Bids received will be publicly opened and read in the Norman E. Yoder Council Chambers at 206 East Ninth Street, Auburn, IN 46706. Bids shall be submitted in an opaque sealed envelope marked with the project title and include the name and address of the Bidder. Bids arriving after the time set will be returned unopened and only complete bids with all required materials will be considered.

The Project includes the following Work but is not limited to: new cast in place concrete diversion weir and overflow structures, installation of 81' of 36" diameter and 42' of 30" diameter interconnecting piping, installation of approximately 1,695 LF 60" diameter polypropylene triple wall pipe storage manifold, installation of 56' of 12" diameter pipe to connect storage manifold discharge, manhole and site restoration.

The Issuing Office for the Bidding Documents is: Symbiont, 6737 W. Washington Street, Suite 3500, West Allis, Wisconsin 53214, (phone 414 291-8840). Bid Documents are non-refundable and may be purchased at a cost of \$25.00 Monday through Friday 8:00 a.m. to 5:00 p.m., with cost paid by the prospective bidder.

Prospective Bidders may obtain the Bidding Documents from the Issuing Office as described. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Additionally, plans may be viewed Monday through Friday 8:00 a.m. to 4:00 p.m. at the following location: City of Auburn Engineering Department, 210 S. Cedar Street 2nd Floor, Auburn, IN 46706.

A pre-bid conference for the Project will be held on October 24th, 2023, at 10:00 am at the Norman E. Yoder Council Chambers, 206 East Ninth Street, Auburn, IN 46706. Attendance at the pre-bid conference is encouraged but not required.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

Certification of Qualification Required: Copy of Valid Certificates of Qualification for Public Works Projects per IC 4-13.6-4 or IC 8-23-10 as Applicable. Required Only for Contract Award Greater Than or Equal to \$300,000. Applies to all contractor tiers as defined by IC 5-16-13. Excludes

CITY OF AUBURN, INDIANA
CSO 009 STORAGE

suppliers as defined by IC 4-13.6-1-20.

Bid proposals will be presented to the Board of Public Works & Safety for acceptance and award at a public meeting of the Board of Works & Safety on November 21st, 2023.

Bid packets shall include one (1) original and one (1) copy of all documents including proposals properly executed on the bid form with confirmation that copies of Addenda were received (if issued) and must be accompanied by an executed Indiana State Board of Accounts Form 96, Bid Bond, IRS Form W-9, E-Verify and No Iran Investment Statements. The successful Bidder will be required to provide a Performance and Payment Bond each in the amount of one hundred (100) percent of the Contract amount.

The City of Auburn will make reasonable accommodations to people with disabilities. Any person with special needs should contact the ADA Coordinator, Bill Brandon at (260) 925-6455 or the Clerk-Treasurer's Office at (260) 925-6450 at least 72 hours before any scheduled meeting to discuss necessary special accommodations.

Dated this 3rd day of October, 2023

ATTEST:

Patricia M. Miller, Clerk-Treasurer

October 10, 2023 – 1st advertisement

October 17, 2023 – 2nd advertisement



ENGINEERING DEPARTMENT

260.925.8264 phone | 260.920.3344 fax | PO Box 506, Auburn, IN 46706 | engineering@ci.auburn.in.us

November 14, 2023

PROJECT: CSO 009 Storage

CONTRACTOR: API Construction Corp.

To BOW members:

The attached Bid Tabulation, Recommendation Letter from Mead & Hunt, Inc., and Notice of Award for our CSO 009 Storage Project is being submitted to the Board of Public Works and Safety for consideration at the next regularly scheduled meeting on November 21, 2023.

Please contact me with any questions you might have, thank you.

Sincerely,

Daryl K. McConnell, Director of Engineering
Municipal City of Auburn
260-925-8264 ext. 1401

Tabulation of Bids
City of Auburn CSO 009 Storage Project
November 9, 2023 10:00:00 AM

No	Spec Sec	Item	Qty	Unit	Engineer's Estimate		API Construction Corp		Fox Contractors Corp.	
					Unit Price	Total	Unit Price	Total	Unit Price	Total
1	00700	Contingency Allowance (Owner Determined)	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
2	01700	Mobilization & Demobilization	1	LS	\$15,000.00	\$15,000.00	\$81,500.00	\$81,500.00	\$86,221.00	\$86,221.00
3	01550	Temporary Construction Drive	45	SY	\$85.00	\$3,825.00	\$66.50	\$2,992.50	\$93.00	\$4,185.00
4	02230	Clearing and Grubbing	2,900	SY	\$2.00	\$5,800.00	\$1.00	\$2,900.00	\$1.00	\$2,900.00
5	01500	Temporary Construction Fence	290	LF	\$10.00	\$2,900.00	\$9.00	\$2,610.00	\$5.00	\$1,450.00
6	02230	Fence Removal	280	LF	\$30.00	\$8,400.00	\$8.25	\$2,310.00	\$12.00	\$3,360.00
7	02230	Lamp Post Base Removal	3	EA	\$2,500.00	\$7,500.00	\$500.00	\$1,500.00	\$350.00	\$1,050.00
8	02230	Remove 48" MH and Bulkhead Pipes	1	LS	\$2,000.00	\$2,000.00	\$2,250.00	\$2,250.00	\$2,996.00	\$2,996.00
9	02230	Remove 3 LF 21" RCP and Bulkhead Pipes	1	LS	\$1,500.00	\$1,500.00	\$1,900.00	\$1,900.00	\$1,693.00	\$1,693.00
10	02370	Erosion Control	1	LS	\$11,000.00	\$11,000.00	\$1,000.00	\$1,000.00	\$7,124.00	\$7,124.00
11	02223	Removal of Building Foundation	133	CY	\$70.00	\$9,310.00	\$177.25	\$23,574.25	\$19.00	\$2,527.00
12	02223	Removal of Unsuitable Subgrade	315	CY	\$50.00	\$15,750.00	\$85.50	\$26,932.50	\$65.00	\$20,475.00
13	03300	Cast In Place Diversion Structure	1	LS	\$45,000.00	\$45,000.00	\$150,000.00	\$150,000.00	\$82,201.00	\$82,201.00
14	02631	36-Inch Pipe	81	LF	\$175.00	\$14,175.00	\$365.00	\$29,565.00	\$485.00	\$39,285.00
15	02634	Pipe Storage System Including Installation and Backfill	1	LS	\$1,566,000.00	\$1,566,000.00	\$1,072,377.00	\$1,072,377.00	\$1,348,154.00	\$1,348,154.00
16	02631	12-Inch Pipe	56	LF	\$100.00	\$5,600.00	\$60.00	\$3,360.00	\$105.00	\$5,880.00
17	03300	Cast In Place Overflow Structure	1	LS	\$30,000.00	\$30,000.00	\$125,000.00	\$125,000.00	\$84,457.00	\$84,457.00
18	02631	30-Inch Pipe	42	LF	\$160.00	\$6,720.00	\$307.00	\$12,894.00	\$92.00	\$3,864.00
19	02607	Manhole	1	EA	\$6,000.00	\$6,000.00	\$6,800.00	\$6,800.00	\$10,235.00	\$10,235.00
20	02631	Vertical Riser	1	EA	\$2,000.00	\$2,000.00	\$12,250.00	\$12,250.00	\$9,390.00	\$9,390.00
21	02607	Connect to Existing Structure	1	EA	\$8,000.00	\$8,000.00	\$2,000.00	\$2,000.00	\$6,265.00	\$6,265.00
22	02820	Fence Replacement	122	LF	\$45.00	\$5,490.00	\$51.00	\$6,222.00	\$84.00	\$10,248.00
23	01550	Permanent Access Drive and Access Area	341	SY	\$75.00	\$25,575.00	\$47.25	\$16,112.25	\$49.00	\$16,709.00
24	03300	Concrete Slab	27	SY	\$135.00	\$3,645.00	\$250.00	\$6,750.00	\$165.00	\$4,455.00
25	02936	Surface Restoration	1	LS	\$24,000.00	\$24,000.00	\$20,000.00	\$20,000.00	\$4,263.00	\$4,263.00
26	3300	Connect Overflow Structure Ultrasonic Level Element to Outfall 009 Utility Building	1	LS	\$5,000.00	\$5,000.00	\$7,300.00	\$7,300.00	\$5,600.00	\$5,600.00
TOTAL					\$1,880,190		\$1,670,099.50		\$1,814,987.00	



November 13, 2023

Mr. Daryl K. McConnell
Director of Engineering
ENGINEERING DEPARTMENT
210 S Cedar St, 2nd Floor
Auburn, IN 46706

**RE: City of Auburn CSO 009 Storage Project – Bid Review
Mead & Hunt Project No. 21PS36724**

Dear Mr. McConnell:

Mead and Hunt completed a review of the bids submitted for the City of Auburn CSO 009 Storage project. The bid summary is as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
API Construction Corporation 11808 ST RD 205 E PO Box 191 LaOtto, IN 46763	\$1,670,099.50
Fox Contractors Corporation 5430 W Ferguson Rd Fort Wayne, IN 46809	\$1,814,987.00
Engineer's Estimate	\$1,880,890.00

Based on a review of the bids for accuracy, completeness, and qualifications of the low bidder, Mead and Hunt recommends the City, upon approval of the City Council, issue a Notice of Award in the amount of \$1,670,099.50 for the CSO 009 Storage project to API Construction Corporation.

If you have any questions or require additional information, please contact me at 309-256-4548.

Mr. Daryl McConnell
November 13, 2023
Page 2

Sincerely,

MEAD & HUNT, Inc.

A handwritten signature in black ink, reading "Gregory M. Myroth". The signature is written in a cursive style with a large, stylized 'G' and a long, sweeping underline.

Gregory M. Myroth, P.E.
Project Manager

CITY OF AUBURN, INDIANA
CSO 009 STORAGE

**Section 00510
NOTICE OF AWARD**

TO: API Construction Corp.
P.O. Box 191
LaOtto, IN 46763

PROJECT DESCRIPTION:

City of Auburn – CSO 009 Storage

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Notice to Bidders dated November 9, 2023 and Instructions to Bidders.

You are hereby notified that your BID has been accepted for Base Bid in the amount of \$1,670,099.50.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond and Certificates of Insurance within 10 (ten) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 21st day of November, 2023.

City of Auburn
OWNER

Michael D. Ley, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged on this the _____ day of _____, 2023.

By _____ Title _____



ENGINEERING DEPARTMENT

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December 12, 2023

PROJECT: CSO 009 Storage

CONTRACTOR: API Construction Corp.

To BOW members:

The attached Agreement/Contract, Performance Bond, Payment Bond and Notice to Proceed for our CSO 009 Storage Project is being submitted for consideration by the Board of Public Works and Safety at the next regularly scheduled meeting on December 19, 2023.

Please contact me with any questions you might have, thank you.

Sincerely,

Daryl K. McConnell, Director of Engineering
Municipal City of Auburn
260-925-8264 ext. 1401

**Section 00520
AGREEMENT**

THIS AGREEMENT is by and between City of Auburn ("Owner") and
API Construction Corp. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Installation of below grade pipe storage system, including cast in place diversion and outlet structures, interconnecting piping, manholes and associated site work.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

City of Auburn
CSO 009 Storage

ARTICLE 3 – ENGINEER

- 3.01 The Owner has retained Symbiont (Engineer), to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Symbiont.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before October 1st, 2024, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 1st, 2024.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$250 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. Ninety percent of the value of the Work completed (with the balance being retainage).

1) If 50% or more of the Work has been completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. Seventy-five percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to Ninety-eight percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less ten percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of 8 percent per annum.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following:

1. This Agreement (Section 00520)
2. Bid Form (Section 00410)
3. Notice of Award (Section 00510)
4. Notice to Proceed (Section 00550)
5. Performance Bond (Section 00610)
6. Payment Bond (Section 00615)
7. General Conditions (Section 00700)
8. Supplementary Conditions (Section 00800)
9. Specifications as listed in the table of contents of the Project Manual.
10. Drawings consisting of 18 sheets with each sheet bearing the following general title:
 CSO 009 Storage Design
11. Addenda (numbers 1 _____ to _____).
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (Section 00550).
 - b. Work Change Directives.

- c. Change Order(s).
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATINS AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests,

studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

CITY OF AUBURN, INDIANA
CSO 009 STORAGE

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 12/19/2023 (which is the Effective Date of the Agreement).

OWNER:

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

By: _____

Title: President, API Construction Corp.

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Sincerely Ebel

Title: Treasurer / Asst. Sec

Address for giving notices:

API Construction Corp.

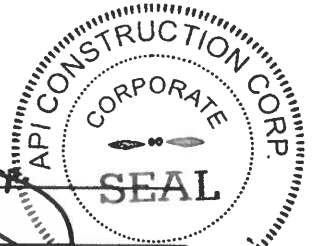
P.O. Box 191

LaOTHO IN 46763

License No.: _____

(Where applicable)

Agent for service of process:



CITY OF AUBURN, INDIANA
CSO 009 STORAGE

PERFORMANCE BOND #3292109

KNOW ALL MEN BY THESE PRESENTS that:

API Construction Corp.

(Name of Contractor)

P.O. Box 191, LaOtto, IN 46763

(Address of Contractor)

a Corporation

(Corporation, Partnership, or Individual)

hereinafter called Principal,

and The Cincinnati Insurance Company

(Name of Surety)

6200 S. Gilmore Road, Fairfield, OH 45014-5141

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the

City of Auburn

(Name of Owner)

210 E Ninth Street, Auburn, Indiana 46706

(Address of Owner)

hereinafter called OWNER, in the penal sum of:

One million, six hundred seventy thousand, ninety-nine and 50/100

Dollars

(\$ 1,670,099.50)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The CONDITION of this obligation is such as that whereas the Principal entered into a certain CONTRACT with the OWNER, dated the 19th day of December, 20 23, a copy of which is hereto attached and made a part hereof for the construction of:

**CITY OF AUBURN
CSO 009 STORAGE PROJECT**

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages that it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense that the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the WORK to be performed under the Specifications accompanying the same, shall in any way affect its obligation on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the Specifications.

CITY OF AUBURN, INDIANA
CSO 009 STORAGE

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the 19th day of December, 2023.

PRINCIPAL API Construction Corp.

By: [Signature]

Name: Aaron Lybarger

(type or print)

Title: President

(Seal)

Attest: [Signature]

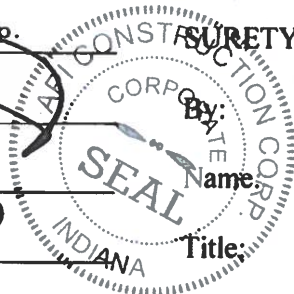
Name: Treasurer / Asst Sec

(type or print)

Title: Lindsay Ebey

Address: P.O. Box 191

LaOHO IN 46703



SURETY

The Cincinnati Insurance Company

By: [Signature]

Name: Karen Wallace

(attach Power of Attorney)

Karen Wallace

(type or print)

Title: Attorney-in-Fact

(Seal)

Attest: [Signature]

Name: April Morris

(type or print)

Title: Witness

Address: 11118 Coldwater Road

Fort Wayne, IN 46845

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Jeffrey J. Pikel; Martha Kinast; Karen Wallace; Tammy Killion; Sandy Roth; Beth Ann Wyatt; Renada Kelley; Christopher A. Rush; Heather Pieper; Dawn Pequignot and/or Kellie Shaw

of Fort Wayne, Indiana

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Forty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Justice

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keth Collett
Keth Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 19th day of December, 2023



Ed H.

CITY OF AUBURN, INDIANA
CSO 009 STORAGE

PAYMENT BOND #3292109

KNOW ALL MEN BY THESE PRESENTS that:

API Construction Corp.

(Name of Contractor)

P.O. Box 191, LaOtto, IN 46763

(Address of Contractor)

a Corporation

(Corporation, Partnership, or Individual)

hereinafter called Principal,

and The Cincinnati Insurance Company

(Name of Surety)

6200 S. Gilmore Road, Fairfield, OH 45014-5141

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the

City of Auburn

(Name of Owner)

210 E Ninth Street, Auburn, Indiana 46706

(Address of Owner)

hereinafter called OWNER, in the penal sum of:

One million, six hundred seventy thousand, ninety-nine and 50/100

Dollars

(\$ 1,670,099.50)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The CONDITION of this obligation is such as that whereas the Principal entered into a certain CONTRACT with the OWNER, dated the 19th day of December, 20 23, a copy of which is hereto attached and made a part hereof for the construction of:

**CITY OF AUBURN
CSO 009 STORAGE PROJECT**

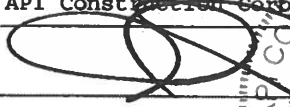

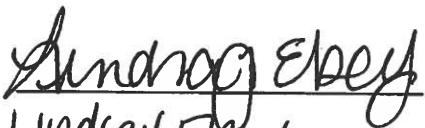

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the WORK to be performed under the Specifications accompanying the same, shall in any way affect its obligation on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the Specifications.

CITY OF AUBURN, INDIANA
CSO 009 STORAGE

PROVIDED, FURTHER, that no final settlement between the OWNER and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the 19th day of December, 2023.

PRINCIPAL	<u>API Construction Corp.</u>	SURETY	<u>The Cincinnati Insurance Company</u>
By:		By:	
Name:	<u>Aaron Lybarger</u>	Name:	<u>Karen Wallace</u>
	(type or print)		(type or print)
Title:	<u>President</u>	Title:	<u>Attorney-in-Fact</u>
(Seal)		(Seal)	
Attest:		Attest:	
Name:	<u>Lindsay Ebeey</u>	Name:	<u>April Morris</u>
	(type or print)		(type or print)
Title:	<u>Treasurer Asst. Sec.</u>	Title:	<u>Witness</u>
Address:	<u>P.O. Box 191</u> <u>LaOtt IN 46763</u>	Address:	<u>11118 Coldwater Road</u> <u>Fort Wayne, IN 46845</u>

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Jeffrey J. Pike; Martha Kinast, Karen Wallace, Tammy Killion, Sandy Roth, Beth Ann Wyatt, Renada Kelley, Christopher A. Rush, Heather Pieper, Dawn Pequignot and/or Kellie Shaw

of Fort Wayne, Indiana

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Forty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)
COUNTY OF BUTLER)

SS:

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keth Collett
Keth Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 19th day of December, 2023



Ed H.

**Section 00550
NOTICE TO PROCEED**

To: API Construction Corp.

Date: December 19, 2023

P.O Box 191

Project: City of Auburn - CSO 009 Storage

LaOtto, IN 46763

You are hereby notified to proceed with the WORK in accordance with the Agreement dated December 19, 2023. The WORK shall have an allowable scheduled commencing date of February 1st, 2024. The WORK will be substantially completed on or before October 1st, 2024, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 1st, 2024.

City of Auburn

OWNER

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged by _____

this the _____ day of _____, 2023.

By: _____

Title: _____