

CONTRACT

THIS CONTRACT, made the _____ day of _____, 2019, by and between

Atlas Excavating Inc., hereinafter called the "Contractor", and the City of Lafayette, a municipal corporation, hereinafter call the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of:

Service Area 21 Water and Sewer Extension – Phase I

for the Owner, all in strict accordance with the Bid Documents which include Drawings and Specifications, including any and all addenda, prepared by City of Lafayette, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other Bid Documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price

Of Four Million, Three Hundred and Three Thousand, Nine Hundred Forty-Three and 00/100 Dollars (\$ 4,303,943.00). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Construction Contract
2. Contractor's Proposal
3. Bidder Requirements
4. Specifications (including Addenda)
5. General Conditions
6. Construction Drawings

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year

subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in 3 original counterparts the day and year first above written.



Attest: Stacia D. Dierdorf
Notary Public
My Commission Expires: 11/01/2025

Atlas Excavating Inc.

Contractor

By Dina DeLeon

Title President

City of Lafayette Board of Public Works

Owner

By _____

Gary Henriott, President

Norm Childress

Amy Moulton

Cindy Murray

Ron Shriner

(SEAL)

Attest:

Date

Bond No. 1078327

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, Atlas Excavating Inc.,
as Principal, and ^{The Hanover}Insurance Company as Surety, are held and firmly bound unto the **Board of Public Works & Safety** for the benefit of the City of Lafayette, hereinafter called the Owner, in the penal sum of Four Million, Three Hundred and Three Thousand, Nine Hundred Forty-Three and 00/100 Dollars (\$ 4,303,943.00) for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Dated this ___ day of _____, 20__.

The condition of this obligation is such that whereas the above named Principal did, on the ___ day of _____, 20__ , enter into a Contract with the Owner, by the terms of which said Principal agreed to furnish all labor, materials, equipment and supplies for the construction of

Service Area 21 Water and Sewer Extension – Phase I

as described and defined in said Contract and in the Specifications and Drawings, prepared by HWC Engineering for the City of Lafayette, Indiana which are a part thereof, ready for continuous and successful operation, for the completion of said work, for the sum of Four Million, Three Hundred and Three Thousand, Nine Hundred Forty-Three and 00/100 Dollars (\$ 4,303,943.00), and to remove and replace any defective or unsuitable equipment or structure at the expense of said Principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which Contract is made a part of this bond the same as though set forth herein.

Now if said Principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said Contract, then this obligation shall be void, otherwise the same shall remain in full force and effect; and 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 thereunder or the Specifications accompanying the same, shall in any wise 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 the Specifications.

No change, modification, omission, or addition in and to the terms or conditions of said Contract, Plans, Specifications, Drawings or Profile, or any irregularity or defect in said Contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety and the provisions and conditions of IC 5-16-5 (1971) shall be, operate as, and become a part of the terms of this bond and said Contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this ___ day of _____, 2019, affixed our signatures and corporate seals to 2 executed original counterparts of this bond.

Atlas Excavating Inc. _____
Principal

ATTEST: Stacia D. Dindorf By [Signature]
Authorized Agent

The Hanover Insurance Company _____
Surety

ATTEST: Kimberly S. Rasch By [Signature]
Kimberly S. Rasch Attorney-In-Fact Todd Schaap

Bond No. 1078327

CONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, Atlas Excavating Inc., as Principal, and The Hanover Insurance Company as Surety, are held and firmly bound unto the Board of Public Work & Safety for the benefit of the City of Lafayette, hereinafter called the Owner, in the penal sum of Four Million, Three Hundred and Three Thousand, Nine Hundred Forty-Three and 00/100 Dollars (\$ 4,303,943.00) for the payment of which we are hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Dated this ___ day of _____, 2019.

The condition of this obligation is such that whereas the above named Principal did, on the ___ day of _____, 2019, enter into a Contract with the Owner, by the terms of which said Principal agreed to furnish all labor, materials, equipment and supplies for the construction of

Service Area 21 Water and Sewer Extension – Phase I

as described and defined in said Contract and in the Specifications and Drawings, prepared by HWC Engineering for the City of Lafayette which are part thereof, ready for continuous and successful operation, for the completion of said work, for the sum of Four Million, Three Hundred and Three Thousand, Nine Hundred Forty-Three and 00/100 Dollars (\$ 4,303,943.00). and to remove and replace any defective or unsuitable equipment or structure at the expense of said Principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work which Contract is made a part of this bond the same as though set forth herein.

Now if said Principal shall promptly pay all indebtedness which may accrue, by operation of law or otherwise, to any person, firm or corporation on account of any labor or service performed or material furnished or service rendered in the carrying forward, performing and completion of said Contract; we agreeing and assenting that this undertaking directly insures to the benefit of subcontractors, laborers, material men and those performing service on account of or directly in connection with the completion of said Contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and said Surety for value received hereby stipulates and that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same, shall in any wise 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 the Specifications.

No change, modification, omission, or addition in and to the terms or conditions of said Contract, plans, specifications, drawings, or profile, or any irregularity or defect in said Contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said Surety and the provisions and conditions of IC 5-16-5 (1971) shall be, operate as, and become a part of the terms of this bond and said Contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this _____ day of _____, 2019, affixed our signatures and corporate seals to 2 executed original counterparts of this bond.

Atlas Excavating Inc.
Principal

ATTEST:

Stacia D. Dindoff

By [Signature]
Authorized Agent

The Hanover Insurance Company
Surety

ATTEST:

Kimberly S. Rasch
Kimberly S. Rasch

By [Signature]
Todd Schaap, Attorney-in-Fact

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

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

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Thomas O. Chambers, Todd Schaap, Daniel Gibson, Eric Olson, Kimberly S. Rasch, Jackie Sheldon and/or Josie Benson

Of Shorewest Surety Services, Inc. of Racine, WI each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. 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 in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 15th day of March, 2017.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche

John C. Roche, EVP and President



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 15th day of March, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this

day of 2019

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

STATE OF WISCONSIN)

COUNTY OF **Racine**)

ON THIS _____ day of _____, **2019**,

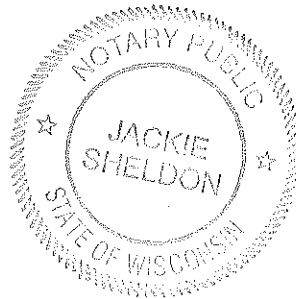
before me, a notary public, within and for said County and State, personally appeared ___
Todd Schaap_____ to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
The Hanover Insurance Company_____, a corporation
of **New Hampshire**_____, created, organized and existing under and
by virtue of the laws of the State of **New Hampshire**_____; 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 **Todd Schaap**_____ did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.



Jackie Sheldon

Notary Public, **Racine** County, Wisconsin

My Commission Expires **2/13/2023**



AUTHORIZATION TO INSERT DATE INTO
CONTRACT BONDS

August 05, 2019

City of Lafayette, Board of Public Works & Safety
20 North 6th Street
Lafayette, IN 47901

RE: Atlas Excavating, Inc.
Authority to Date Contract Bonds – 1078327

To Whom It May Concern:

This letter gives you the authority to date the final bonds attached to match the date you enter into Contract with Atlas Excavating, Inc. for City of Lafayette, Board of Public Works & Safety, Service Area 21 Water & Sewer Extension - Phase 1. You will need to also date the Power of Attorneys and notary acknowledgements to match the contract date.

When this is completed, I will need to have you forward back to us (at the address noted below), a **copy** of the signed contract, contract dated bonds and Power of Attorneys, I will then forward them onto The Hanover Insurance Company.

I appreciate your assistance in this matter.

Sincerely,



Todd Schaap
Attorney-in-Fact
The Hanover Insurance Company

(SEAL)

Kim Rasch or Jackie Sheldon, Bond Account Managers
Shorewest Surety Services, Inc.
2626 49th Drive, Franksville, WI 53126

IN WITNESS WHEREOF, we have this _____ day of _____, 2019, affixed our signatures and corporate seals to 2 executed original counterparts of this bond.

Atlas Excavating Inc. _____
Principal

ATTEST:

By _____
Authorized Agent

The Hanover Insurance Company _____
Surety

ATTEST:

Kimberly S. Rasch

By _____
Attorney-in-Fact **Todd Schaap**

Bond No. 1078327

CONTRACT PAYMENT BOND

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Dated this day of , 2019.

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Service Area 21 Water and Sewer Extension – Phase I

as described and defined in said Contract and in the Specifications and Drawings, prepared by HWC Engineering for the City of Lafayette which are part thereof, ready for continuous and successful operation, for the completion of said work, for the sum of Four Million, Three Hundred and Three Thousand, Nine Hundred Forty-Three and 00/100 Dollars (\$ 4,303,943.00). and to remove and replace any defective or unsuitable equipment or structure at the expense of said Principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work which Contract is made a part of this bond the same as though set forth herein.

Now if said Principal shall promptly pay all indebtedness which may accrue, by operation of law or otherwise, to any person, firm or corporation on account of any labor or service performed or material furnished or service rendered in the carrying forward, performing and completion of said Contract; we agreeing and assenting that this undertaking directly insures to the benefit of subcontractors, laborers, material men and those performing service on account of or directly in connection with the completion of said Contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and said Surety for value received hereby stipulates and that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same, shall in any wise 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 the Specifications.

No change, modification, omission, or addition in and to the terms or conditions of said Contract, plans, specifications, drawings, or profile, or any irregularity or defect in said Contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said Surety and the provisions and conditions of IC 5-16-5 (1971) shall be, operate as, and become a part of the terms of this bond and said Contract the same as if incorporated herein.

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Atlas Excavating Inc. _____
Principal

ATTEST:

_____ By _____
Authorized Agent

The Hanover Insurance Company _____
Surety

ATTEST:

Kimberly S. Rasch _____ By _____
Todd Schaap, Attorney-in-Fact

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

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Thomas O. Chambers, Todd Schaap, Daniel Gibson, Eric Olson, Kimberly S. Rasch, Jackie Sheldon and/or Josie Benson

Of Shorewest Surety Services, Inc. of Racine, WI each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

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RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

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The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche

John C. Roche, EVP and President



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 15th day of March, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this ... day of ... 2019

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

STATE OF WISCONSIN)

COUNTY OF **Racine**)

ON THIS _____ day of _____, **2019**,

before me, a notary public, within and for said County and State, personally appeared ___
Todd Schaap_____ to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
The Hanover Insurance Company_____, a corporation
of **New Hampshire**_____, created, organized and existing under and
by virtue of the laws of the State of **New Hampshire**_____; 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 **Todd Schaap**_____ did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.

Jackie Sheldon
Notary Public, **Racine** County, Wisconsin
My Commission Expires **2/13/2023**

**CONTRACTING WITH IRAN CERTIFICATION FORM
ADDITIONAL CONTRACT CLAUSE ATTACHMENT**

The following clause is added and incorporated as an additional contract term to:

Service Area 21 Water and Sewer Extension – Phase I

No Investment in Iran. As required by IC 5-22-16.5-13, the Contractor hereby certifies that the Contractor is not engaged in investment activities in Iran.

Atlas Excavating, Inc.

Contractor Name, Printed

Signed: *Tina Dillon*

Printed Name: Tina Dillon

Title: President

Date: 8/7/2019