

INDIANA
DEPARTMENT OF TRANSPORTATION

BID TYPE: REGULAR
(Enter a Bid Type, otherwise bid will be considered Regular)

PROPOSAL

FOR

CONTRACT NO. IR-30299-A

LETTING DATE: 02-06-08

Submitted by

Gohmann Asphalt and Construction, Inc.

P.O. Box 2428

Clarksville, IN 47131

B

MR

new-DP

PROPOSAL
TO THE
INDIANA DEPARTMENT OF TRANSPORTATION

DATE OF LETTING: 02-06-08

CONTRACT NUMBER: IR-30299-A

PROJECT NUMBER: 0710889

ROUTE: I-69

LOCATION: ON PROPOSED ROAD I-69 FROM I-64 VIA SR 57 CORRIDOR TO

DESCRIPTION: DEMOLITION, BUILDINGS

COUNTY : GIBSON

2008 STANDARD SPECIFICATIONS EFFECTIVE

LIST OF APPROVED OR PREQUALIFIED MATERIALS

STANDARD DRAWINGS LISTED ON STANDARD DRAWING INDEX EFFECTIVE DATE 9-1-07

STATE OF INDIANA
DEPARTMENT OF TRANSPORTATION

The bidder acknowledges receipt of the following revisions and or addenda to the proposal and or plans for the above designated project which were issued under cover letter(s) of the date(s) shown hereon, as applicable:

Revision Number and Cover Letter of:

1. 01/24/08 2. 01/28/08 3. 01/31/08
4. 01/31/08 5. 6.
-

Contract Number IR-30299-A

PROPOSAL
TO THE INDIANA DEPARTMENT OF TRANSPORTATION

Pursuant to the legal notice that sealed proposals for this contract will be received by the Indiana Department of Transportation at the location of deposit until the time and date of the letting, the undersigned hereby tenders a bid to furnish all materials, machinery, equipment, tools, labor, etc. to construct the work in accordance with the plans, profiles, drawings, Standard Specifications, Supplemental Specifications effective as of the date specified, special provisions, additional contract requirements, Rules for Prequalification of Contractors and Bidding (105 IAC 11) in effect on the date of letting, and all authorized revisions for this contract which are on file with the Indiana Department of Transportation.

The undersigned has:

- A) Filled the Schedule of Pay Items with a unit price for each pay item listed, based upon the unique characteristics of this contract;
- B) Filled the Schedule of Pay Items with a lump sum price in the extended column for each pay item listed as a lump sum item, based upon the unique characteristics of this contract;
- C) Filed a properly executed bid bond and a properly executed power of attorney letter herewith in an amount greater than or equal to 5 percent of the amount of this proposal;
- D) Either filed a properly executed performance bond and a properly executed power of attorney letter herein or submitted a properly executed performance bond and properly executed power of attorney letter as an electronic file to the email box defined in the Special Provisions of this contract in an amount greater than or equal to 100 percent of the amount of this proposal;
- E) Executed the non collusion affidavit filed herewith.
- F) A valid certificate of qualification;
- G) Not exceeded its bidding capacity;

- H) Not added a provision reserving the right to accept or reject award of this contract;
- I) Not modified or altered a provision in this contract; and
- J) If it is a trust, identified each of the following:
 - 1) beneficiary of the trust; and
 - 2) settlor empowered to revoke or modify the trust.
- K) Either included a written drug testing plan herein, submitted its drug testing plan as an electronic file to the email box defined in the Special Provisions of this contract, or certifies by signing this document that it submitted its current employee drug testing plan to the Indiana Department of Transportation's Prequalification Engineer. The plan is hereby incorporated by reference and made a part of this bid. Bidder's attention is directed to the statutory requirement at IC 4-13-18. Bidder further certifies that its drug testing plan complies with the requirements of IC 4-13-18 and reflects bidder's current employee drug testing practice. The current drug testing plan is dated 01/01/08.
- L) Completed this item designating the predetermined minimum wage determination, Davis-Bacon Act, for this contract (not required when wage stipulation is specified). I affirm that Modification No. 18 of General Decision No. IN070 with a publication date of 01/11/08 shall apply to this contract.

A Proposal book which is opened and read will subsequently be rejected if the bidder fails to comply with the above items A through K.

The undersigned has submitted the above items on forms furnished by the Indiana Department of Transportation.

If awarded the contract, the undersigned promises to prosecute the work so as to complete the contract within the time specified.

State of Indiana
 Dept of Transportation
 Schedule of Items

Page 5
 Date: 01-10-08
 Revised: 02-01-08

Contract ID: IR-30299-A Project(s): 0710889
 Letting Date: 02-06-08 Call Order: 161

Bidder: 35-2040801 - Gohmann Asphalt and Construction, Inc.

| Line No. | Item Description | Approx. Quantity and Units | Unit Price Dollars Cts | Bid Amount Dollars Ct |
|------------------------------------|--|----------------------------|--------------------------|-------------------------|
| Section 0001 DEMOLITION, BUILDINGS | | | | |
| Alt Group | | | | |
| 0001 | 105-08520 CELLULAR TELEPHONE/RADIO | 2.000 EACH | 100.00000 | 200.00 |
| 0002 | 105-08521 CELLULAR TELEPHONE/RADIO SERVICE | 8.000 MOS | 50.00000 | 400.00 |
| 0003 | 105-08524 CELLULAR TELEPHONE/RADIO, ADDITIONAL MINUTES | 1.000 DOL | 1.00000 | 1.00 |
| 0005 | 109-08359 LIQUIDATED DAMAGES | 1.000 DOL | 1.00000 | 1.00 |
| 0006 | 109-08360 CONTRACT LIENS | 1.000 DOL | 1.00000 | 1.00 |
| 0007 | 109-08443 QUALITY ADJUSTMENTS, TEMPORARY TRAFFIC CONTROL DEVICES | 1.000 DOL | 1.00000 | 1.00 |
| 0008 | 109-08444 QUALITY ADJUSTMENTS, FAILED MATERIALS | 1.000 DOL | 1.00000 | 1.00 |
| 0009 | 110-01001 MOBILIZATION AND DEMOBILIZATION | LUMP | LUMP | 3,489.00 |
| 0011 | 202-02245 TREE, 6 IN., REMOVE | 30.000 EACH | 110.00000 | 3,300.00 |

State of Indiana
 Dept of Transportation
 Schedule of Items

Page 6
 Date: 01-10-08
 Revised: 02-01-08

Contract ID: IR-30299-A Project(s): 0710889
 Letting Date: 02-06-08 Call Order: 161

Bidder: 35-2040801 - Gohmann Asphalt and Construction, Inc.

| Line No. | Item Description | Approx. Quantity and Units | Unit Price | | Bid Amount | |
|----------|--|----------------------------|------------|-----|------------|----|
| | | | Dollars | Cts | Dollars | Ct |
| 0012 | 202-02250 TREE, 10 IN., REMOVE | 26.000 EACH | 120.00000 | | 3,120.00 | |
| 0014 | 202-02260 TREE, 30 IN., REMOVE | 6.000 EACH | 210.00000 | | 1,260.00 | |
| 0015 | 202-02264 TREE, 42 IN., REMOVE | 2.000 EACH | 220.00000 | | 440.00 | |
| 0016 | 202-03000 HOUSES AND BUILDINGS, REMOVE , Parcel 26 | LUMP | LUMP | | 8,150.00 | |
| 0017 | 202-03000 HOUSES AND BUILDINGS, REMOVE , Parcel 24 | LUMP | LUMP | | 14,500.00 | |
| 0021 | 202-91010 TREE, 24 IN., REMOVE | 8.000 EACH | 190.00000 | | 1,520.00 | |
| 0022 | 202-91011 TREE, 36 IN., REMOVE | 1.000 EACH | 210.00000 | | 210.00 | |
| 0023 | 202-93091 TREE, 15 IN., REMOVE | 9.000 EACH | 150.00000 | | 1,350.00 | |
| 0024 | 202-93898 TREE, 12 IN., REMOVE | 16.000 EACH | 140.00000 | | 2,240.00 | |
| 0025 | 621-01004 MOBILIZATIO N AND DEMOBILIZATION FOR SEEDING | 2.000 EACH | 715.00000 | | 1,430.00 | |

State of Indiana
 Dept of Transportation
 Schedule of Items

Page 7
 Date: 01-10-08
 Revised: 02-01-08

Contract ID: IR-30299-A Project(s): 0710889
 Letting Date: 02-06-08 Call Order: 161

Bidder: 35-2040801 - Gohmann Asphalt and Construction, Inc.

| Line No. | Item Description | Approx. Quantity and Units | Unit Price | | Bid Amount | |
|----------|---|----------------------------|------------|-----|------------|----|
| | | | Dollars | Cts | Dollars | Ct |
| 0026 | 621-06559 MULCHED SEEDING, R | 4,700.000 SYS | 0.62000 | | 2,914.00 | |
| 0027 | 801-03290 CONSTRUCTIO N SIGN, C | 2.000 EACH | 200.00000 | | 400.00 | |
| 0028 | 801-06640 CONSTRUCTIO N SIGN, A | 17.000 EACH | 100.00000 | | 1,700.00 | |
| 0029 | 801-06775 MAINTAINING TRAFFIC | LUMP | LUMP | | 11,000.00 | |
| 0030 | 202-03135 REGULATED ASBESTOS CONTAINING MATERIALS, REMOVE | 188.000 SFT | 4.00000 | | 752.00 | |
| 0031 | 202-07846 TREE , REMOVE | 85.000 EACH | 140.00000 | | 11,900.00 | |
| | Section 0001 Total | | | | 70,280.00 | |
| | Bid Total | | | | 70,280.00 | |



HIGHWAY CONTRACT

This agreement is made and entered into by and between the State of Indiana by Karl B. Browning
 Commissioner of the Indiana Department of Transportation for and on behalf of the State of Indiana, hereinafter called the State, and
Gohmann Asphalt and Construction Inc. P.O. Box 2428, 1630 Broadway, Clarksville, Indiana 47131-2428
 (Name) (Address)
 hereinafter called the Contractor.

WITNESSETH: That for and in consideration of the mutual covenants herewith enumerated, the State does hereby hire and employ the Contractor to furnish all materials, equipment and labor necessary and to fully construct the work designated as follows:

Contract No. IR-30299-A
 according to plans, Standard Specifications, profiles, and drawings therefor, and Supplemental Specifications on file in the office of said Indiana Department of Transportation and all supplemental or special provisions set out or referred to in the Contractor's attached proposal, and hereby agrees to pay the Contractor therefor, for the actual amount of work done and materials in place, as measured by the Indiana Department of Transportation, at the unit prices stated in the Contractor's Schedule of Pay Items dated February 06, 2008, which sums the Contractor agrees to accept in full payment for such work; and it is further mutually agreed:

That the accompanying proposal, certifications, and bond of the Contractor, together with the plans, Standard Specifications, Supplemental Specifications, and special provisions herein designated and referred to, are hereby made a part of the contract, the same as if herein fully set forth;

That the contract amounts may be paid to the Contractor upon progress estimates of completed work, prepared by the Engineer, less the total amount of properly prepared and certified statements of indebtedness which shall have been filed against the Contractor for labor performed and materials furnished, or other services rendered in the carrying forward, performing and completing of this contract, and which estimates shall also be subject to the requirements of the Standard Specifications on file in the offices of the said Indiana Department of Transportation and made a part hereof;

That no monies due on this final estimate shall be paid until the work is fully completed and accepted as provided in the specifications nor until at least 30 days after the last work and labor were performed and the last material furnished.

The Contractor, being duly sworn, deposes and says that the answers and statements in the forms appearing herein, including Proposal, Schedule of Pay Items, Wage Stipulation, Current Contractual Obligations, and the latest financial statement on file with the Indiana Department of Transportation are all true and correct statements.

I further subscribe and swear that this bid is submitted in good faith and I have neither directly or indirectly entered into an agreement, participated in collusion, or otherwise taken action in restraint of free competitive bidding in connection with this contract.

Witness our hands this 14th day of February 2008
 Name Gohmann Asphalt and Construction Inc.

Address P.O. Box 2428, 1630 Broadway, Clarksville, Indiana 47131-2428

By J. Michael Gohmann Chairman
 Contractor (Signature) (Title)
J. Michael Gohmann, Chairman
 (Printed or typed)

ACKNOWLEDGMENT

State of Indiana, County of Clark, SS:
 Before me, the undersigned Notary Public, in and for said County, personally appeared

J. Michael Gohmann, Chairman
 (Printed names of signers of contract for the Contractor) Title and acknowledged the execution of the foregoing contract on

this 14th day of February 2008, and subscribed and swore to the aforesaid declarations before me on this date.

By James R. Munford, Jr. Notary Public
 Signature (Printed or typed)

My Commission Expires October 24, 2014
Floyd
 (County of Residence)

Witness our hand this 18th day of FEB 2008
Mark A. Miller
 Commissioner, Indiana Department of Transportation
MARK A. MILLER
 (Printed or typed)

ACKNOWLEDGMENT

State of Indiana, County of Marion, SS:
 Before me, the undersigned Notary Public, in and for said County, personally appeared,

for Mark A. Miller
 as Commissioner of the Indiana Department of Transportation and acknowledged the execution of this foregoing contract on

this 20th day of February, 2008

Witness my hand and seal the said last named date.

By Harriet D. Briggs Notary Public
 (Signature) (Printed or typed)

My Commission expires 6/25/09
Marion
 (County of Residence)

TELEPHONE SOLICITATIONS ACT

The following clause is added as an additional contract term to

Contract No. IR-30299-A

between:

Printed Name: Mark A. Miller Initials MM

Agency: Indiana Department of Transportation

and:

Printed Name: J. Michael Gohmann, Chairman Initials JMG

Contractor: Gohmann Asphalt and Construction Inc.

Compliance with Telephone Solicitations Act

As required by IC 5-22-3-7:

- (1) The Contractor and any principals of the Contractor certify that
 - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of
 - (i) IC 24-4.7 [Telephone Solicitation Of Consumers],
 - (ii) IC 24-5-12 [Telephone Solicitations] , or
 - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor:
 - (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

EFT/DIRECT DEPOSIT

The following clause is added as an additional contract term to
Contract No. IR-30299-A

between:

Printed Name: Mark A. Miller Initials MM

Agency: Indiana Department of Transportation

and:

Printed Name: J. Michael Gohmann, Chairman Initials JMG

Contractor: Gohmann Asphalt and Construction Inc.

Compliance with EFT / Direct Deposit

As required by IC 4-13-2-14.8:

Notwithstanding any other law, rule, or custom, a person or company whom has a contract with the State or submits invoices to the state for payment shall authorize in writing the direct deposit by electronic funds transfer of all payments by the state to the person or company. The written authorization must designate a financial institution and an account number to which all payments are to be credited.

For forms and additional information, the contractor may visit the Auditor of State's website at www.in.gov/auditor/forms

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT Gohmann Asphalt and Construction, Inc. as principal, and Western Surety Company as surety, are firmly bound unto the State of Indiana in the penal sum of an amount equal to 100 percent the amount of the principal's bid or the contract price, if the proposal is accepted, for the payment of which, well and truly be made, we bind ourselves, jointly and severally, and our joint and several heirs, executors, administrators, and assigns, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH That, Whereas, the principal is herewith submitting a bid and proposal for the erection, construction, and completion of this contract in accordance with the plans and specifications approved and adopted by the Indiana Department of Transportation, which are made a part of this bond.

NOW, THEREFORE, if the Indiana Department of Transportation shall award the principal the contract for work and the principal shall promptly enter into a contract with the Indiana Department of Transportation in the name of the State of Indiana for the work and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by the Indiana Department of Transportation, and according to the time, terms, and conditions specified in the contract to be entered into, and in accordance with all requirements of law and shall promptly pay all debts incurred by the principal or a subcontractor in the construction of the work, including labor, service, and materials furnished, then this obligation shall be void; otherwise to remain in full force, virtue, and effect.

IT IS AGREED that no modifications, omissions, or additions in or to the terms of such contract or in or to the plans or specifications therefor shall affect the obligation of such sureties on its bond.

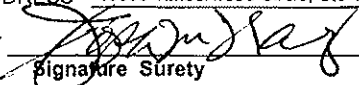
IN WITNESS WHEREOF, we hereunto set our hands and seal.

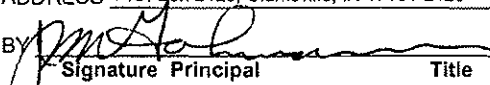
NAME Western Surety Company

NAME Gohmann Asphalt and Construction, Inc.

ADDRESS 10503 Timberwood Circle, Ste 104, Louisville, Ky 40223

ADDRESS P.O. Box 2428, Clarksville, IN 47131-2428

BY  Signature Surety Title
Joseph M. Kaelin Jr. Attorney-In-Fact
(Printed or Typed) Surety

BY  Signature Principal Title Chairman
J. Michael Gohmann, Chairman
(Printed or Typed) Principal

State of Indiana. County of Clark SS:

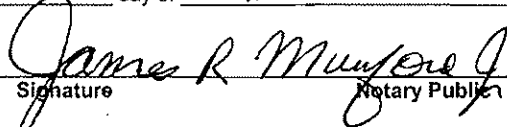
State of Indiana. County of Clark SS:

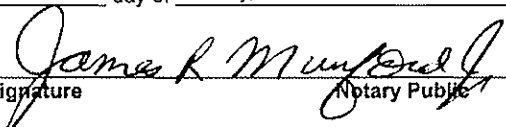
Personally appeared before me,
Joseph M. Kaelin Jr. Attorney-In-Fact
as surety and acknowledged the execution of the above bond

Personally appeared before me,
J. Michael Gohmann, Chairman
as principal and acknowledged the execution of the above bond

this 28th day of January, 2008

this 28th day of January, 2008

By  Signature Notary Public
James R. Munford, Jr.
(Printed or Typed) Notary

By  Signature Notary Public
James R. Munford, Jr.
(Printed or Typed) Notary

My Commission Expires October 24, 2014

My Commission Expires October 24, 2014

(County of Residence)

(County of Residence)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Steve B Thompson, R Alexander Rankin, Joseph M Kaelin Jr, Individually

of Louisville, KY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 12th day of December, 2007.



WESTERN SURETY COMPANY

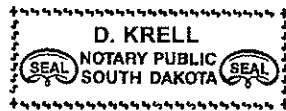
Paul T. Bruflatt, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 12th day of December, 2007, before me personally came Paul T. Bruflatt, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of January, 2008.



WESTERN SURETY COMPANY

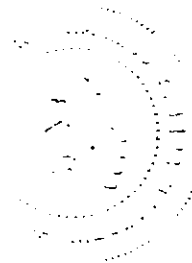
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



JOSEPH M KAELIN JR

License Number 534674

Is licensed to engage in the business of insurance in the State of Indiana in the capacity stated below, subject to applicable laws and rules.

License Type: Non-Resident Producer Indv.

Qualifications: Casualty
Property

Effective Date:
04-17-2007

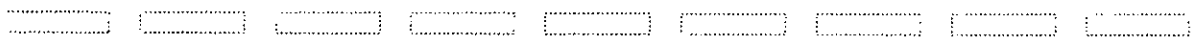
Expiration Date:
04-30-2011

04-17-2007

04-17-2007

KAELIN, JOSEPH M
1712 ASHFIELD LANE
LOUISVILLE KY 40220

James E. Atterholt
Commissioner
Indiana Department of Insurance



BID BOND

PRINCIPAL: Gohmann Asphalt and Construction, Inc.
SURETY: Western Surety Company
INDIANA RESIDENT AGENT:

BOND ID: SIN08594999

BOND EXECUTION DATE: 1/28/2008 3:33:54

REGISTRY COMPANY: Surety2000

KNOW ALL PERSONS BY THESE PRESENTS THAT we, the PRINCIPAL (Bidder) and SURETY above named, are firmly bound unto the State of Indiana in the full and just sum of an amount equal to 5 percent of the amount of the principal's bid, to the payment of which, well and truly to be made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH That, Whereas, the principal is herewith submitting a bid and proposal for construction of this contract in accordance with plans and specifications, which are made a part of this bond;

NOW, THEREFORE, if the Indiana Department of Transportation shall award the principal the contract and the principal shall promptly enter into a contract with the Indiana Department of Transportation in the name of the State of Indiana, then this obligation shall be void; otherwise to remain in full force, virtue, and effect.

NOTE: Surety must be satisfactory to the department. Refer to 105 IAC 11-3-8.

FORM 100-C-002 REV. FEB 1, 1999

ATTACHMENT CM 32-34

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS
CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY
CLAUSE AND THE FILING OF REQUIRED REPORTS

The bidder hereby certifies that it HAS participated in a previous contract or subcontract subject to the Equal Opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that it HAS filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or Administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

The above certification is required by the Equal Employment Opportunity Regulations to the Secretary of Labor (41 CFR 601.7(b)(1)). This certification shall be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 601.5. Generally only contracts or subcontracts of \$10,000 or under are exempt.

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Pursuant to 41 CFR 601.7(b)(1), proposed contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders listed above and have not filed the required reports, shall not be awarded contracts and subcontracts unless such contractor or subcontractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director's Office of Federal Contract Compliance. U.S. Department of Labor.

Contract Number IR-30299-A

DRUG FREE WORKPLACE CERTIFICATION

Pursuant to Executive Order No. 90-5, April 12, 1990, issued by Governor Evan Bayh, the Indiana Department of Administration requires the inclusion of this certification in all contracts with and grants from the State in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Contractor or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and or debarment of contracting opportunities with the State for up to 3 years.

The Contractor or Grantee certifies and agrees that it will provide a drug free workplace by the means as follows:

- (a) Publishing and providing to all its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the

Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

- (b) Establishing a drug free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug free workplace; (3) available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
- (c) Notifying all employees in the statement required by (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- (d) Notifying in writing to the contracting State agency and the Indiana Department of Administration within 10 days after receiving notice from an employee under (c) (2) above, or otherwise receiving actual notice of such conviction.
- (e) Within 30 days after receiving notice under (c) (2) above of a conviction, imposing the following sanctions or remedial measures on an employee who is convicted of drug abuse violations occurring in the workplace by (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- (f) Making a good faith effort to maintain a drug free workplace through the implementation of (a) through (e) above.

THE BIDDER AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Contract Number IR-30299-A

ETHICS COMPLIANCE

The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the Contractor. In addition, the contractor may be subject to penalties under Indiana Code § 4-2-6-12.

THE BIDDER AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

INDIANA DEPARTMENT OF TRANSPORTATION

Gohmann Asphalt and Construction Inc.

Current Contracts

February 8, 2008

| Contract-Description | Owner | Amount | Billings | Work Remaining |
|---|-----------------------------------|------------|------------|----------------|
| Contract: 07831 CRIMSON POINT SUBDIVISION | SCHMITT DEVELOPMENT | 23,150 | 0 | 23,150 |
| Contract: 07035 RIVER RIDGE PATROL ROAD | RIVER RIDGE DEVELOPMENT AUTHORITY | 1,137,123 | 1,111,327 | 25,796 |
| Contract: 07825 CORYDON OFFICE PARK | COFFMAN CONSTRUCTION | 68,670 | 42,240 | 26,430 |
| Contract: 07952 HARRISON CO INDUSTRIAL PARK | HARRISON COUNTY | 58,100 | 21,200 | 36,900 |
| Contract: 07041 FD04 056, GRADE LANE EXTENSION | KYDOT | 409,871 | 370,997 | 38,874 |
| Contract: 69910 HARRISON CO HOSPITAL DR 2006 | HARRISON COUNTY | 558,837 | 502,725 | 56,112 |
| Contract: 07939 HARRISON COUNTY 2007-3-5 | HARRISON COUNTY | 110,089 | 32,772 | 77,317 |
| Contract: 20622 FD04 056 1631 003-005 FERN VAL | KYDOT | 567,500 | 479,092 | 88,408 |
| Contract: 07830 SHOPPES OF ORCHARD HILLS | EXCEL EXCAVATING | 185,250 | 88,278 | 96,972 |
| Contract: 10611 HARRISON CO HOSPITAL ASPHALT | CLARK NICKLES | 442,245 | 342,339 | 99,905 |
| Contract: 08800 GASTROENTEROLOGY OF S INDIANA | CLARK NICKLES | 130,332 | 0 | 130,332 |
| Contract: 07916 HARRISON COUNTY 2007-2-4 | HARRISON COUNTY | 142,096 | 0 | 142,096 |
| Contract: 08015 UPS WING E, BP9-2 FOUNDATIONS | UPS | 170,500 | 0 | 170,500 |
| Contract: 07032 IR-29320-A, US 421, DECATUR CO | VALLEY ASPHALT | 2,149,722 | 1,955,511 | 194,211 |
| Contract: 07039 McALPINE LOCK REPLACEMENT | TMG CONSTRUCTORS | 368,219 | 36,350 | 331,869 |
| Contract: 07012 B-28729 PORTERSVILLE RD/BR 183 | INDOT | 4,374,270 | 3,509,310 | 864,960 |
| Contract: 08012 RS-28819-A, SR 337, HARRISON CO | INDOT | 1,107,000 | 0 | 1,107,000 |
| Contract: 07038 UPS EDGEWOOD PARKING | UPS | 5,660,388 | 4,402,841 | 1,257,547 |
| Contract: 07025 FD04 047 0447 HARDIN CO. | KYDOT | 3,723,557 | 2,393,065 | 1,330,492 |
| Contract: 10629 R-26185X, US 231, SPENCER | INDOT | 19,810,312 | 18,244,142 | 1,566,170 |
| Contract: 07031 UPS 2007 BP 7-01 SITE PAVING | UPS | 4,952,022 | 2,403,480 | 2,548,542 |
| Contract: 07037 IR-29348-A, US 421, DECATUR CO | MILESTONE | 4,720,703 | 2,018,122 | 2,702,581 |
| Contract: 08011 R-28949-A, I-64, FLOYD COUNTY | INDOT | 3,364,000 | 0 | 3,364,000 |
| Contract: 10619 R-27277, SR 135, WASHINGTON CO | INDOT | 14,052,022 | 10,103,526 | 3,948,496 |
| Contract: 20614 B-25804, SR 62 POSEY CO | INDOT | 15,516,245 | 9,237,718 | 6,278,526 |
| Contract: 07017 FD04 082 1051 000-003 MEADE CO | KYDOT | 15,985,875 | 7,656,027 | 8,329,848 |
| Contract: 08010 TAXIWAY A - PHASE II | RAA | 13,549,547 | 0 | 13,549,547 |

Totals----> 113,337,643 64,951,063 48,386,580

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AFFIDAVIT

The signer of this bid, being duly sworn, on his or her oath says that he or she is the bidder for the construction or the improvements of a State highway described in this bid of which this affidavit is a part; that said bid is submitted in good faith and not as a speculation or to be assigned or relinquished and will be executed and fulfilled by said bidder, according to its terms, if accepted, and according to the plans, profiles and specifications for said improvement; that this bid is made without reference to any other bid; that this bidder has not offered to or received from a person, firm, board, commission, trustee or corporation a sum of money or consideration for the making of said bid. That no inducement of a form or character other than that which appears upon the face of the bid will be suggested, offered, paid, or delivered to a person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder an agreement or understanding whatsoever, with a person whomsoever to pay, deliver to, or share with another person, the proceeds of the contract sought by this bid; that said bidder has not directly or indirectly made an arrangement, contract, or understanding with another bidder or bidders concerning the amount of said bid, nor has such bidder colluded, conspired, connived, or agreed with a person whomsoever to influence a bid for said contract, directly or indirectly.

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CURRENT CONTRACTUAL OBLIGATIONS

Entries on this sheet shall include all construction work under contract or verbal performance agreement or pending award to the contractor signing, whether as principal or as subcontractor. See 105 IAC 11-3-4 of the Rules for Prequalification of Contractors and Bidding.

TOTAL OF ALL UNEARNED WORK NOW UNDER CONTRACT WITH ANY OWNER, CONTRACTOR, OR OTHER PARTY: \$ 48,386,580.00

TOTAL OF ALL UNEARNED WORK SUBLET AND APPROVED TO SUBCONTRACTORS ON INDIANA DEPARTMENT OF TRANSPORTATION CONTRACTS: \$ 48,386,580.00

TOTAL OF ALL UNEARNED WORK NOW UNDER CONTRACT WITH ANY OWNER, CONTRACTOR, OR OTHER PARTY IN THE PREQUALIFICATION WORK TYPE(S) ASSIGNED TO THIS CONTRACT AND USED FOR BIDDING CAPACITY BY THE BIDDER: \$ 6,343,236.00

TOTAL OF ALL UNEARNED WORK SUBLET AND APPROVED TO SUBCONTRACTORS ON INDIANA DEPARTMENT OF TRANSPORTATION CONTRACTS IN THE PREQUALIFICATION WORK TYPE(S) ASSIGNED TO THIS CONTRACT AND USED FOR BIDDING CAPACITY BY THE BIDDER: \$ 6,343,236.00

The bidder shall submit a complete list of all unearned work when requested by the Prequalification Engineer, on the form provided. The information on the list shall include the contract number, the name of the owner, contractor, subcontractor or other party, the type of Work yet to be Performed, and the value of unearned work.

I hereby certify that to the best of my knowledge and belief, the above amounts of unearned work are true and complete and that my latest financial statement on file with the Indiana Department of Transportation continues to represent fairly and substantially my financial position as of this date.

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ELECTRONIC BID SUBMISSION CERTIFICATION

BY SUBMITTING THIS BID ELECTRONICALLY, I HEREBY ACKNOWLEDGE THAT ALL REQUIREMENT INCLUDED IN THE HARD COPY PROPOSAL, AMENDMENTS, PLANS, STANDARD SPECIFICATIONS, AND SUPPLEMENTAL SPECIFICATIONS ARE A PART OF THIS BID AND CONTRACT.

THE PRINCIPAL SHALL FILE AN ELECTRONIC BID BOND WHEN BIDDING ELECTRONICALLY. BY FILLING IN THE BOXES BELOW THE PRINCIPAL IS ENSURING THE IDENTIFIED ELECTRONIC BOND HAS BEEN EXECUTED AND THE PRINCIPAL AND SURETY ARE FIRMLY BOUND UNTO THE STATE OF INDIANA.

ELECTRONIC BID BOND ID: SIN08594999
COMPANY / BIDDER NAME: Gohmann Asphalt and Construction Inc.
TITLE: J. Michael Gohmann, Chairman
EMAIL ADDRESS: munfish@aye.net

*** AN ELECTRONIC PROPOSAL SUBMITTED AND SIGNED WITH A DIGITAL ID, UNDER THE PROVISIONS OF THE INDIANA DEPARTMENT OF TRANSPORTATION, WILL BE CONSIDERED VALID AND BINDING. ***

USE OF ANOTHER PERSON'S DIGITAL ID IN THIS BIDDING PROCESS VIOLATES THE LAWS OF INDIANA. BY INDICATING YES HERE: --Yes--, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE ABOVE ELECTRONIC BID SUBMISSION CERTIFICATION.

This Bid contains 2 amendment files

00001 01-23-08 [V] REV. PAY ITEMS AND SPL. PROV, AND PROPOSAL PAGE
00002 01-31-08 [V] REVISE SPECIAL PROVISIONS
00003 01-31-08 [V] REVISE SPECIAL PROVISIONS
00004 01-31-08 [V] REVISE PAY ITEMS