



**MKM**

**architecture + design**

for living.

Dodd M. Kattman AIA, LEED AP, *Principal*  
Jerome T. Nix AIA, *Principal*  
Zachary R. Benedict AIA, LEED AP, *Principal*  
Matthew D. Sparling AIA, LEED AP, *Principal*  
Andrew J. Mitchell AIA, ACHA, *Associate Principal*

November 11, 2019

Ms. Sarah MacNeill, *Director*  
Wells County Public Library  
200 West Washington Street  
Bluffton, IN 46714

**RE: WCPL INTERIOR RENOVATION BID RESULTS**

Dear Sarah,

On November 07, 2019 at 2:00 PM, Wells County Public Library received six (6) complete bids for the interior renovation of the Library. The lowest base bid received for general construction was provided by CME Corporation and included all costs, fees, prices, and permits as defined by the October 10, 2019 Construction Documents and Addenda for a total of: **\$1,656,800**. In addition to this base bid, the following costs were provided for their respective alternates:

**1. Meeting Room 103 Renovations: ADD \$48,400**

State the amount to be added to the Base Bid for all work associated with the renovation of Meeting Room 103. Work to include all associated demolition, reconstruction, finish and fixture revisions/upgrades, as well as relevant mechanical, plumbing, and electrical work. See alternate plans for more information. Base bid to assume no work within this portion of the project site.

**2. Meeting Rooms A 159 and B 155 Renovations: ADD \$49,000**

State the amount to be added to the Base Bid for all work associated with the renovation of Meeting Room A 159 and Meeting Room B 155. Work to include all associated demolition, reconstruction, finish and fixture revisions/upgrades, as well as relevant mechanical, plumbing, and electrical work. See alternate plans for more information. Base bid to assume no work within this portion of the project site.

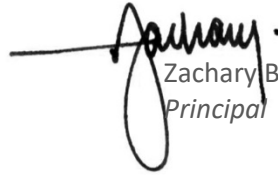
The Contractor's anticipated schedule assumes a January 6, 2019 start with 240 calendar days for completion. The provided bid does not include a construction contingency, and, per the bidding documents, the Library will hold this separately to fund unforeseen conditions during renovation. Additionally, none of the provided bids include the cost for furniture, fixtures, or equipment (FFE). This will be supplied separately by the Library outside of the contract for general construction as a subsequent bid package.

MKM has reviewed the bids and recommends that, due to their completeness, the Library proceed with awarding the general scope bid package to CME Corporation. This bid is recognized as the lowest and most

qualified in both base bid and base bid with alternates. The Library may consider any and all the provided alternatives outlined above at their discretion to increase the scope of the project. The complete bid provided by CME Corporation and bid tab have been enclosed here for your reference and review.

Sincerely,

**MKM** architecture + design

A handwritten signature in black ink, appearing to read 'Zachary Benedict', with a large, stylized loop at the end.

Zachary Benedict, AIA, LEED AP  
*Principal*

(1) Enclosure

Attachments:

*WCPL Bid Tab – 11/07/2019 (1pg.)*

*CME Corporation Bid B/P #1 – 11/07/2019, 1:54 PM (12 pgs.)*

Cc: MKM File

P:\Projects\19067 Wells County Public Library Renovation\Drawing\4Contract\Bid Tabs\2019-11-11 Bid Results.docx

**Bid Tabulation B1 - General Construction**  
**November 7, 2019**

**Bid Tabulation B1 - General Construction**  
**November 7, 2019**



# CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)  
Prescribed by State Board of Accounts

## PART I

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

Date (month, day, year): 11/07/2019

1. Governmental Unit (Owner): Wells County Public Library
2. County : Wells
3. Bidder (Firm): CME Corporation  
Address: 7235 Vicksburg Pike  
City/State/ZIPcode: Fort Wayne, IN 43804
4. Telephone Number: 260-745-0251
5. Agent of Bidder (if applicable): Dustin Deter

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Wells County Public Library- Interior Renovation

(Governmental Unit) in accordance with plans and specifications prepared by MKM

\_\_\_\_\_ and dated 10/10/2019 for the sum of  
One million, six hundred fifty six thousand, eight hundred dollars  
\$ 1,656,800.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

## CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

**SECTION 004113 - BID FORM**

Bids will be received until 2:00 p.m. local time, November 7, 2019 for the "Wells County Public Library."  
Bids shall be delivered to the project site at 200 W. Washington St., Bluffton, IN 46714.

Bidder Company Name, Address and Phone Number:

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**BASE BID** (including Taxes, fees, unit prices, permits, allowances, etc). \$ 1,656,800.<sup>00</sup>

**Alternate No. 1: Meeting 103 Renovation** \$ 48,400.<sup>00</sup>

**Alternate No. 2: Meeting B 155 and Meeting A 159 Renovation** \$ 49,000.<sup>00</sup>

Owner reserves the right to choose any Alternate or combination of Alternates as part of the "scope of work".



Anticipated start date: January 6, 2020

Anticipated calendar days to Substantial Completion: September 01, 2020

1.1 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed herein and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.2 SUBMISSION OF BID

- A. Respectfully submitted this 7th day of November, 2019.
- B. Submitted By: CME Corporation (Name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Ryan D. Hellinger (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).
- F. Witnessed By: Athena Buckley (Handwritten signature).
- G. Attest:  (Handwritten signature).
- H. By: Diana Martin (Type or print name).
- I. Title: Secretary/Treasurer (Corporate Secretary or Assistant Secretary).
- J. Street Address: 7235 Vicksburg Pike.
- K. City, State, Zip: Fort Wayne IN 46804.
- L. Phone: 260.745.0251.
- M. License No.: \_\_\_\_\_.
- N. Federal ID No.: 35-1675564 (Affix Corporate Seal Here).

**NOTES:**

Requests for substitutions must be complete and received by the architect not less than five business days before bid date.

1. Refer to the Bid Terms and Condition for additional information.
2. Most specification sections in the Project Manual contain requirements for qualifications, quality assurance and/or accepted products and materials. In submitting a bid each bidder warrants that all materials, suppliers, and subcontractors meet the stated requirements. Rejection by Architect or Owner of any materials, supplier, or subcontractor failing to meet the requirements will not be cause for any increase in project cost or schedule.
3. Guarantee of Prices: By signing and submitting a proposal, Bidder agrees to guarantee the bids (prices) for sixty (60) consecutive days from date of submittal and to enter into an agreement with the Owner to perform work for the stated bid sums at any time during this period. Further, the Bidder agrees to guarantee Alternate Bid Sums for those Alternate Bids not initially acceptable in the Notice of Award or Agreement for an additional sixty (60) days from the date of Notice of Award.
4. No bidder, after being awarded the contract, shall be allowed any extra compensation for reason of his failure to inform himself/herself fully, prior to his bidding, of all requirements of the contract documents, drawings, specifications, and the circumstances of the building site.
5. Bidders represent that at the time bids are submitted for consideration, have no questions regarding ambiguity and are submitting bids that will result in a project completed as per the intent of the plans and specifications.
6. Failure to bid requested alternates not listed as optional may be considered justification for rejection of the entire bid.

Bidder's Authorized Signature:



Printed Name and Title:

Ryan D. Hellinger

Addenda Received:

Addendum #1 dated 10/18/2019

Addendum #2 dated 11/01/2019

Addendum #3 dated 11/06/2019

Addendum #4 dated 11/06/2019

**END OF SECTION 004113**

## ACCEPTANCE

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

## PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: Wells County Public Library

Bidder (Firm) CME Corporation

Date (month, day, year): 11/07/2019

These statements to be submitted under oath by each bidder with and as a part of his bid.  
Attach additional pages for each section as needed.

## SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
1,415,000.00	Educational	2019	EACS - Cedarville ES - Fort Wayne
4,532,975.00	Educational	2019	DeKalb County Eastern School District

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
286,000.00	Educational	2019	Whitley County School Corporation
6,638,000.00	Educational	07/27/2019	FWCS - Lane Middle School-Fort Wayne, IN
3,968,800.00	Institutional	08/2019	Allen County Work Release
558,800.00	Educational	01/16/2020	Northeastern Wayne County School Corporation



3. Have you ever failed to complete any work awarded to you? No If so, where and why?

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4. List references from private firms for which you have performed work.

Cooper Farms- Dale Hart

Meijer Central Kitchen- Stephane Sequin

Persistence Spec II- Wayne Klink

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## SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

General procedures usually followed in building construction

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2. Please list the names and addresses of all subcontractors (*i.e. persons or firms outside your own firm who have performed part of the work*) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

Advanced Mechanical 1523 Summer Street, Fort Wayne, IN 46803 - HVAC

Auburn Concrete & Masonry 1623 S Indiana Ave, Auburn IN 46706 - Masonry

Brooks Construction 6525 Ardmore Ave, Fort Wayne, IN 46809 - Asphalt Paving

Crosby Excavating 1030 Osage Street, Fort Wayne, IN 46808 - Sitework

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

A listing will be provided prior to contract.

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4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

A full equipment list can be provided prior to contract.

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5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Quotes have been received from various subcontractor and material suppliers.

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### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

#### SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

#### SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Allen County this 7 day of November, 2019

CME Corporation  
(Name of Organization)  
By [Signature]  
Ryan D. Hellinger - President  
(Title of Person Signing)

#### ACKNOWLEDGEMENT

STATE OF Indiana )  
 ) ss  
COUNTY OF Allen )

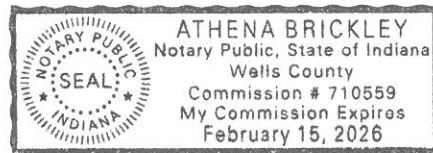
Before me, a Notary Public, personally appeared the above-named Ryan D. Hellinger and  
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 07 day of November, 2019.

Athena Brickley  
Notary Public

My Commission Expires: 2/15/2026

County of Residence: Wells



BID OF

CME Corporation

(Contractor)

7235 Vicksburg Pike

(Address)

Fort Wayne, IN 46804

FOR

PUBLIC WORKS PROJECTS

OF

Wells County Public Library

Wells County Public Library- Interior Renovation

Renovations

Filed \_\_\_\_\_

Action taken \_\_\_\_\_

Balance Sheet  
CME CORPORATION  
As of Sep, 2019

Page 1  
11/6/19 10:24  
Company: L1

Assets

Current Assets

Cash	1,917,542.22
Accounts Receivable	5,135,828.68
Cost & Est Earn over Billing	401,460.59
Prepaid & Deferred Expense	<u>208,821.46</u>

Total Current Assets 7,663,652.95

Fixed Assets

488,626.31

Other Assets

Notes Receivable

669,507.83

Total Assets

8,821,787.09

Liabilities & Equity

Current Liabilities

Accounts Payable	5,311,945.73
Billing over Cost & Est Earn	430,339.54
Accrued Expenses	<u>57,884.67</u>

Total Current Liabilities 5,800,169.94

Long Term Liabilities

Long Term Liabilities

368,006.02

Total Long Term Liabilities

368,006.02

Equity

Capital Stock	167,810.00
Retained Earnings	<u>2,485,801.13</u>

Total Equity

2,653,611.13

Total Liabilities & Equity

8,821,787.09



# AIA® Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

CME Corporation  
7235 Vicksburg Pike  
Fort Wayne, IN 46804

### SURETY:

(Name, legal status and principal place of business)

The Cincinnati Insurance Company  
Cincinnati, OH

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

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

### OWNER:

(Name, legal status and address)

Wells County Public Library  
200 West Washington Street,  
Bluffton, IN 46714

### BOND AMOUNT:

Five Percent of the Total Bid

( 5% of Total Bid )

### PROJECT:

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

BP #1: Wells County Public Library - Interior Renovation

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

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

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

Signed and sealed this 24th day of October 2019

*Athena Buckley*  
(Witness)

*[Signature]* CME Corporation  
(Principal) (Seal)  
(Title)

*Chyl Alkri*  
(Witness)

The Cincinnati Insurance Company  
(Surety) (Seal)  
(Title)

*[Signature]*  
(Title) Jennifer L. Kaszma, Attorney in Fact

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

Init.

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061110



THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Mark E. Wobbe; Barbara E. Pearson; Nicole L. Bicknell; Jennifer L. Kasznia; William J. Cerney, III; Wesley L. Mantooth; Jordan M. Scheiber; Sandra L. Junk; Theresa M. Burns; Megan E. Riesenbergs and/or Cheryl E. Alkire

of South Bend, Indiana

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Thirty Five Million and No/100 Dollars (\$35,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6<sup>th</sup> day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any 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."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7<sup>th</sup> day of December, 1973.

"RESOLVED, that the signature of the President or a 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 Secretary 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 CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8<sup>th</sup> day of March, 2017.



STATE OF OHIO ) ss:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY

*Stephan A. Jantz*

Vice President

On this 8<sup>th</sup> day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



*Mark J. Huller*

MARK J. HULLER, 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 Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, 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 Company at Fairfield, Ohio.

this

24<sup>th</sup> day of October, 2019



BN-1005 (3/17)

*Stuart D. Dan*

Secretary