



September 6, 2011

Harry Nikides
Westfield Public Works
2706 E. 171st Street
Westfield, IN 46074

RE: Maple Village (AKA Sonoma) Section 5
Agreement for Off-site Extension of Water Mains and Related Facilities

Dear Harry:

I have attached the required information to prepare an agreement between the City and Platinum Properties for oversizing costs of the water main for the above referenced project. We would like this item to be heard at the next possible Town Council Meeting. In reference to the exhibits for the agreement I have included the following information:

- Exhibit A. The property that encompasses the water main was actually described and transferred to the city in two documents. I have attached a copy of each of these documents; the recorded Secondary Plat and the recorded Dedication of Public Right-of-Way.
- Exhibit B. I have provided 3 copies of the water plan on 11"x17" with the oversized mains highlighted.
- Exhibit C. To be prepared by your office to include credits of \$250/lot for the 38 platted lots and the oversizing costs as itemized in Exhibit D.
- Exhibit D. I have provided 3 copies of the Water Main Oversizing Estimate that includes and is based on the actual construction contract for the project that also includes copies of the bid proposal used to prepare the contract. In addition, I have also provided 3 copies of bid proposals for the water main work from 2 other contractors that were received when the project was bid in April 2010.
- Exhibit E. I have not included any engineering costs as there was no incremental increase in design cost in designing the approved plans versus designing a plan with only 8" mains.

Please feel free to call me at 590-8817 if you should have any questions or need additional information to prepare the agreement. Also, once the agreement is prepared, please forward a copy for our files.

Sincerely,

A handwritten signature in black ink, appearing to read 'Timothy J. Walter', is written over a horizontal line.

Timothy J. Walter, P.E.
Senior Project Manager

Enclosures (14)

Cc: File.

MAPLE VILLAGE (A.K.A. SONOMA) SECTION FIVE SECONDARY PLAT

SURVEY AND PREPARED BY:
CURTIS C. HUFF
STOEPPELWIRTH & ASSOCIATES, INC.
7965 EAST 108TH STREET
FISHERS, INDIANA 46038
PHONE: (317) 849-5935

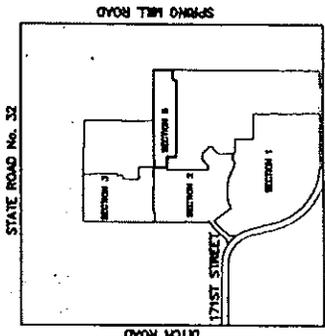
OWNER/SUBOWNER:
PLATINUM PROPERTIES, LLC
9757 WESTPOINT DRIVE, SUITE 600
INDIANAPOLIS, INDIANA 46226
PHONE: (317) 516-2900

SOURCE OF TITLE:
INSTR. No. 2003-10349
INSTR. No. 2004-11115
INSTR. No. 2006-48125

ZONING CLASSIFICATION: P.U.D.
SETBACK REQUIREMENTS:
SIDEYARD - 0'-10" SEPARATION BETWEEN HOUSES
REAR YARD - 20' MINIMUM

NOTE:
SECTION 5 OF MAPLE VILLAGE (SONOMA) IS
LOCATED IN THE URBAN RESIDENTIAL DISTRICT OF
THE MAPLE KNOLL P.U.D. THE STANDARDS FOR
DWELLINGS IN THIS SECTION ARE FOUND UNDER
TAB FIFTEEN OF EXHIBIT FIFTEEN OF THE MAPLE
KNOLL P.U.D. ORDINANCE.

- LEGEND**
- 25 LOT NUMBER
 - D.U.A.S.E. DRAINAGE & UTILITY SEWER EASEMENT
 - D.U.A.S.E. DRAINAGE & UTILITY SEWER EASEMENT
 - D.E. DRAINAGE EASEMENT
 - D.U.E. DRAINAGE & UTILITY EASEMENT
 - B.L. BUILDING LINE
 - L.L. LANDSCAPE MAINTENANCE ACCESS EASEMENT
 - L.M.A.E. COMMON AREA
 - L.A. REGULATED DRAINAGE EASEMENT
 - R.D.E.



VICINITY MAP
NOT TO SCALE

DULY ENTERED FOR TAXATION.
Subject to final acceptance for transfer
by day of Oct 2010
Dawn Cavatone, Auditor of Hamilton County
Patrol #

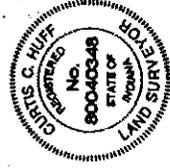
2010053341 PLAT \$35.00
10/15/2010 04:06:13P 4 PGS
Jenni Lee J. Hayden
Hamilton County Recorder - IN
Patrol #

SUBDIVISION MONUMENTATION
MONUMENTS THAT ARE SHOWN ON THIS PLAT HAVE BEEN SET IN PLACE PRIOR TO THE RECORDATION OF THIS PLAT. MONUMENTS THAT WILL BE SET IN PLACE AFTER THE RECORDATION OF THIS PLAT HAVE NOT BEEN SHOWN IN AN AFFIDAVIT CROSS-REFERENCED TO THIS PLAT. MONUMENTS THAT ARE SHOWN ON THIS PLAT BUT NOT SET BY THE SUBDIVISION MONUMENTATION HAS BEEN COMPLETED NO LATER THAN TWO (2) YEARS AFTER RECORDATION OF THIS PLAT.

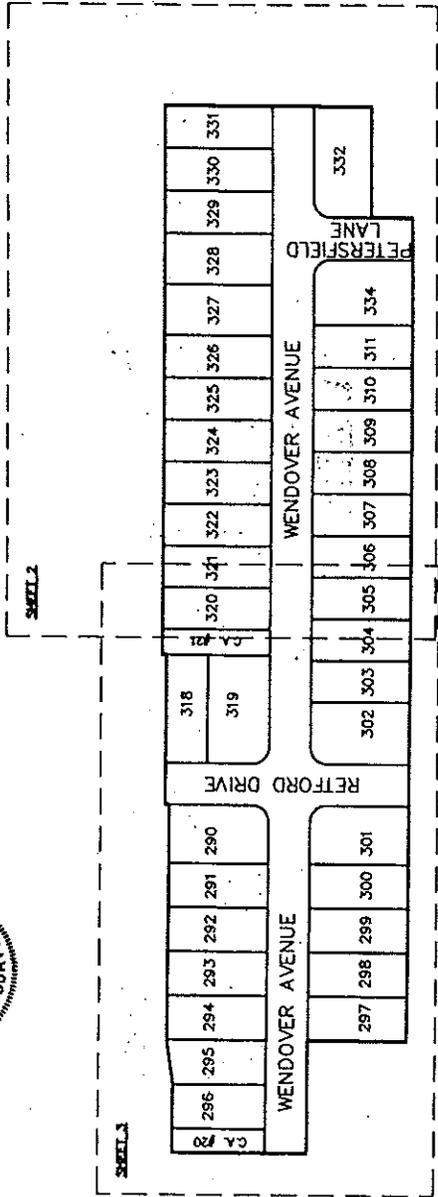
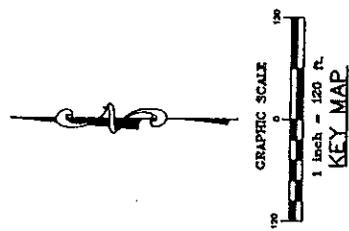
- A 5/8"x30" REBAR WITH CAP STAMPED "S&A FIRM #0008" SHALL BE SET AT ALL LOT OR PARCEL CORNERS, INCLUDING BEGINNING AND ENDING OF CURVES AND THE INTERSECTION OF LINES.
- DENOTES A 5/8"x30" REBAR WITH CAP STAMPED "S&A FIRM #0008".
- DENOTES A 2" MAG NAIL WITH WASHER STAMPED "S&A FIRM #0008".
- DENOTES A 4"x4"x36" LONG PRECAST CONCRETE MONUMENT WITH A CROSS CAST IN THE TOP, SET FLUSH WITH THE FINISH GRADE.
- DENOTES A STREET CORNER MONUMENT. EITHER AN "X" OR "1-1/2" PLUMBER'S BALL OR ALLUMINUM ROD 6" LONG WITH "1-1/2" DIA. TAPERS ALL AROUND THE CORNER. SET FLUSH WITH THE FINISHED SURFACE COAT OR A 2" MAG NAIL TEMPORARILY SET FLUSH WITH THE INTERMEDIATE COAT (BRIDGE).

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING	DELTA
C-1	20.00'	31.67'	20.00'	28.28'	N45°37'52"E	90°00'00"
C-2	20.00'	31.67'	20.00'	28.28'	S45°37'52"E	90°00'00"
C-3	20.00'	31.67'	20.00'	28.28'	N45°37'52"E	90°00'00"
C-4	20.00'	31.67'	20.00'	28.28'	S45°37'52"E	90°00'00"
C-5	20.00'	31.67'	20.00'	28.28'	N45°37'52"E	90°00'00"
C-6	20.00'	31.67'	20.00'	28.28'	S45°37'52"E	90°00'00"



C. C. Huff
Curtis C. Huff
Registered Professional Land Surveyor
No. 800403348



PC 4 Slide 642

MAPLE VILLAGE (A.K.A. SONOMA) SECTION FIVE SECONDARY PLAT

SURVEYED AND PREPARED BY:
CLAYTON PROPERTIES, LLC
STEVEN WERTH & ASSOCIATES, INC.
7085 EAST 108TH STREET
FISHERS, INDIANA 46038
PHONE: (317) 849-5935

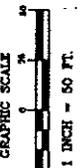
OWNER/SUBDIVIDER:
CLAYTON PROPERTIES, LLC
5750 N. STATE ROAD 600
INDIANAPOLIS, INDIANA 46256
PHONE: (317) 618-2000

NOTE: PLEASE REFER TO SHEET ONE FOR GENERAL NOTES, THE LEGEND, THE CURVE TABLE, AND THE DEFINITIONS OF SYMBOLS AND ABBREVIATIONS.

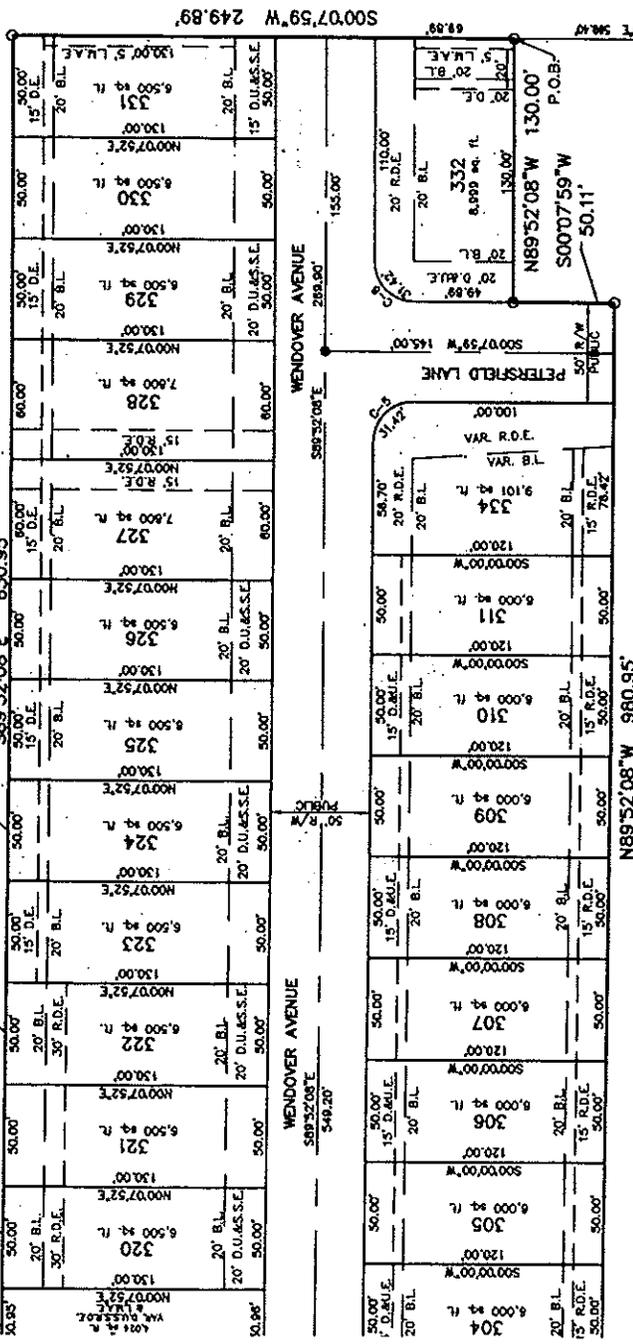
201803241 PLAT 635.00
RECORDED IN PLAT BOOK 159-4 P.05
JANUARY 10, 2018
HAMILTON County Recorder IN
Recorded as Presented



C. Huff
Curtis C. Huff
Registered Professional Surveyor
No. 80040348



APPROXIMATE LOCATION OF THE
7.5' SPURTS REGULATED DRAIN OF THE
PER HAMILTON COUNTY SLAMMERS RECORDS



S.E. COR. N.E. 1/4
DESCRIBED IN INSTR. No. 84-10785
N.W. COR. E. 1/2, N.W. 1/4,
S.E. 1/4, SEC. 3, T.10N., R.1E.
SHEETS 017 & 18, 19, 20

SEE SHEET 3

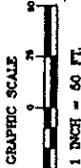
PL4 Side 64

MAPLE VILLAGE (A.K.A. SONOMA) SECTION FIVE SECONDARY PLAT

SURVEYED AND PREPARED BY:
CURTIS C. HUFF
STOEPPELWIRTH & ASSOCIATES, INC.
7845 EAST 100TH STREET
FISHERS, INDIANA 46038
PHONE: (317) 849-5935

OWNER/SUBDIVIDER:
PLATINUM PROPERTIES, LLC
10000 W. STATE AVENUE, SUITE 600
INDIANAPOLIS, INDIANA 46256
PHONE: (317) 818-2900

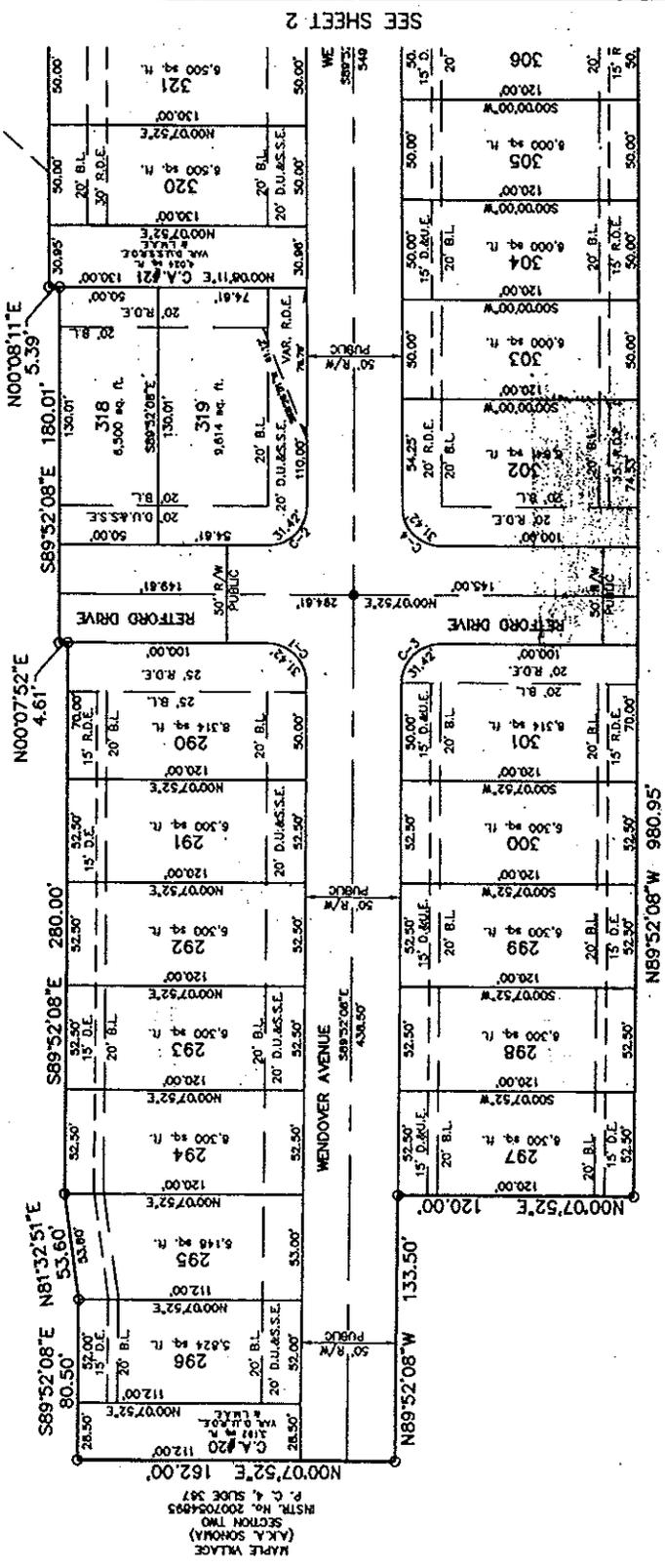
2810953341 PLAT 535.09
10/15/2010 04:06:15P 4 PGS
Maple Village
MORTGAGE COMPANY
Recorded as Presented



NOTE: PLEASE REFER TO SHEET ONE FOR GENERAL
INSTRUCTIONS REGARDING THE CURVE TABLE AND THE
DEFINITIONS OF SYMBOLS AND ABBREVIATIONS.



Curtis C. Huff
Curtis C. Huff
Registered Land Surveyor
No. 80040348



MAPLE VILLAGE (A.K.A. SONOMA) SECTION FIVE SECONDARY PLAT

SURVEYED AND PREPARED BY:
CURTIS C. HUFF
STOPPELWERTH & ASSOCIATES, INC.
7965 EAST 100TH STREET
FISHERS, INDIANA 46038
PHONE: (317) 849-5933

OWNER/SUBSCRIBER:
PLATINUM PROPERTIES, LLC
9757 WESTPOINT DRIVE, SUITE 600
INDIANAPOLIS, INDIANA 46256
PHONE: (317) 818-2900

PL4 Slide 61Z
2818053341 PLAT #35.00
18/13/2010 04:06:13P 4 PCS
Maple Village Secondary Plat
Hamilton County Recorder IN
Recorded as Presented
RECORDED

I, the undersigned Registered Land Surveyor hereby certify that the included plat correctly represents a subdivision of County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of said Northeast Quarter Section, said corner being marked by a spindle; thence South 89 degrees 30 minutes 01 seconds West along the South line of said Quarter Section a distance of 1,953.12 feet to the Northwest corner of the East Half of the Northwest Quarter of the Southeast Quarter of said Section 3; said corner also being the Northwest corner of the real estate described in Instrument Number 94-10795 in the Office of the Recorder, Hamilton County, Indiana; thence North 00 degrees 07 minutes 59 seconds East 569.40 feet to a 2" rebar with cap stamped "S & A Firm # 0008" (hereafter referred to as S & A rebar) and the POINT OF BEGINNING of this description; thence North 89 degrees 52 minutes 08 seconds West 130.00 feet to S & A rebar; thence South 00 degrees 07 minutes 59 seconds East 52 minutes 08 seconds West 980.95 feet to S & A rebar; thence North 00 degrees 07 minutes 59 seconds East 120.00 feet to S & A rebar; thence North 89 degrees 52 minutes 08 seconds West 133.50 feet to S & A rebar on an East line of Maple Village (A.K.A. Sonoma), Section Two, the plat of which is recorded as Instrument No. 2007054895 in Plat Cabinet 4, Slide 367 in said Recorder's Office; thence North 00 degrees 07 minutes 59 seconds East along said East line 162.00 feet to S & A rebar; thence South 89 degrees 52 minutes 08 seconds East 80.50 feet to S & A rebar; thence North 81 degrees 32 minutes 51 seconds East 53.60 feet to S & A rebar; thence South 89 degrees 52 minutes 08 seconds East 280.00 feet to S & A rebar; thence North 00 degrees 07 minutes 59 seconds East 4.61 feet to S & A rebar; thence South 89 degrees 52 minutes 08 seconds East 180.01 feet to S & A rebar; thence South 89 degrees 52 minutes 08 seconds East 650.95 feet to S & A rebar; thence South 00 degrees 07 minutes 59 seconds West 249.89 feet to the place of beginning, containing 1/516 acres, more or less.

This subdivision consists of 32 lots numbered 290-311, 318-332, and 334 (all inclusive) and 2 Common Areas labeled C.A. #20 and #21. The size of lots and width of streets are shown in feet and decimal parts thereof.

Cross-reference is hereby made to two ALTA/ACSM Land Title Surveys prepared by Stoppelewert & Associates, Inc. in accordance with Title 265, Article 12 of the Indiana Administrative Code and recorded as Instrument Numbers 2004-71461 and 2005-31694 in the Office of the Recorder of Hamilton County, Indiana.

I, the undersigned, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana and that the within plat represents a subdivision of the lands surveyed within the cross-referenced survey plat, and that to the best of my knowledge and belief there has been no change from the matters of survey revealed by the cross-reference survey on any lines that are common with the new subdivision.

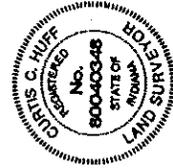
3.00MPLATINUM PROPERTIES PLAT DISC#4

REGISTERED LAND SURVEYORS CERTIFICATE:

I, Curtis C. Huff, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana.

That all the monuments shown thereon actually exist or bond has been posted to cover the later installation of these monuments, and that all other requirements specified herein, done by me, have been met.

Witness my signature this 12th day of DECEMBER, 2010.



Curtis C. Huff
Curtis C. Huff
Registered Land Surveyor
No. 800400248

COMMISSION CERTIFICATE

Under authority provided by IC 36-7, enacted by the General Assembly of the State of Indiana, and all Acts amendatory thereto, and an ordinance adopted by the Town Council of the City of Westfield as follows:

Approval delegated to the Community Development Department of the City of Westfield, Indiana by the Westfield Washington Advisory Plan Commission on the 15th day of October, 2010.

Approved by the Westfield Community Development Department on the 15th day of October, 2010.

Matthew S. Stelton
By Matthew S. Stelton, Director

DEED OF DEDICATION:

We, the undersigned owners of the real estate shown and described herein, do hereby certify that we have laid off, plotted and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the within plat.

This subdivision shall be known and designated as Maple Village (A.K.A. Sonoma) Section Five in Hamilton County, Indiana. All rights-of-way shown and not herebefore dedicated, are hereby dedicated to the public.

All lots in this plat are subject to the declaration of covenants, conditions and restrictions of Sonoma recorded as Instrument No. 2005-80401 and any amendments thereto.

Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground 15 and 20 feet in width as shown on this plat and marked "assessment", reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

The foregoing covenants, or restrictions, are to run with the land and shall be binding on all parties and all persons claiming under them until December 13, 2025, at which time said covenants, or restrictions, shall be automatically extended for successive periods of ten years unless changed by vote of a majority of the then owners of the building sites covered by these covenants, or restrictions, in whole or in part. Invalidation of any of the foregoing covenants, or restrictions, by judgment or court order shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of an structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

In Testimony whereof, witnesses the signatures of Owner and Declarant this 13th day of October, 2010.

Owner:
Platinum Properties, LLC
9757 Westpoint Drive, Suite 600
Indianapolis, Indiana 46256
Phone: (317) 818-2900

Paul Rouse
Paul Rouse, President

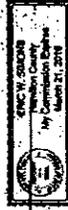
State of Indiana
County of Hamilton) SS

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Paul Rouse, he acknowledged the execution of this instrument as his voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 13th day of October, 2010.

Paul Rouse
Notary Public

County of Residence



Printed Name _____ My Commission Expires _____

I affirm, under the penalty for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Curtis C. Huff

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
23 day of March, 2011
Dawn Coverdale Auditor of Hamilton County
Parcel # _____

2011015157 RIGHT WAY \$20.00
03/23/2011 02:15:57P 5 PGS
Mary L. Clark
HAMILTON County Recorder IN
Recorded as Presented


DEDICATION OF PUBLIC RIGHT-OF-WAY

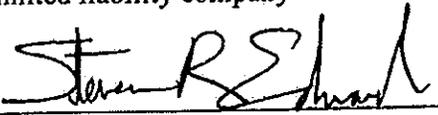
Platinum Properties, LLC, an Indiana limited liability company (the "Grantor"), being the fee simple owner of all real estate described herein, for good and valuable consideration, does hereby grant and dedicate to the City of Westfield, Hamilton County, Indiana (the "Grantee"), on behalf of and for the public, for use as a right-of-way for public road purposes, the following described real estate situated in Hamilton County, Indiana, more particularly described on Exhibit A attached hereto and made a part hereof.

This dedication is made subject to all existing easements and rights-of-way.

This conveyance of real estate is not subject to Indiana gross income tax.

The Grantor hereby covenants that it is the owner in fee simple of the real estate, is lawfully seized thereof, and has authority to grant and convey the foregoing right-of-way, and guarantees the quiet possession thereof, and that Grantor will warrant and defend the Grantee's title to the right-of-way hereby granted against all claims.

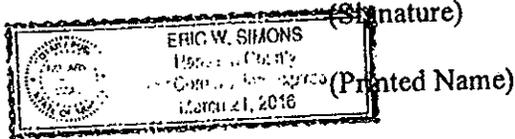
IN WITNESS WHEREOF, Grantor has executed this Dedication of Public Right-Of-Way as of this 15th day of March, 2011.

GRANTOR:
Platinum Properties, LLC, an Indiana
limited liability company

Steven R. Edwards
Vice President – Chief Financial Officer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Steven R. Edwards, the Vice President – Chief Financial Officer of Platinum Properties, LLC, an Indiana limited liability company, who having been duly sworn upon his/her oath acknowledged the execution of the foregoing easement for and on behalf of the said limited liability company.

Witness my hand and Notarial Seal this 15th day of March, 2011.



Eric W. Simons

Notary Public residing in: _____ County
My Commission Expires: _____

ACCEPTANCE

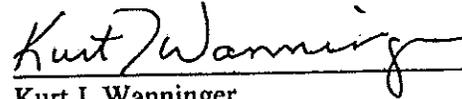
WHEREAS, Platinum Properties, LLC has this day filed with Grantee its dedication of certain real estate as hereinabove set forth (the "Dedication"); and

WHEREAS, Grantee finds that the Dedication is desirable and necessary.

NOW THEREFORE, the Director of Public Works of Grantee under and by virtue of the power conferred by the City Council of Grantee (Ordinance 07-02) for and on behalf of Grantee, accepts said Dedication this 23rd day of March, 2011, and orders that the Instrument of Dedication be recorded in the Recorder's Office of the County of Hamilton, State of Indiana, and said described real estate is hereby declared open and dedicated.

GRANTEE:

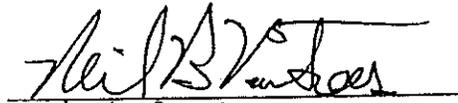
City of Westfield, Hamilton County, Indiana



Kurt J. Wanninger

Director of Public Works

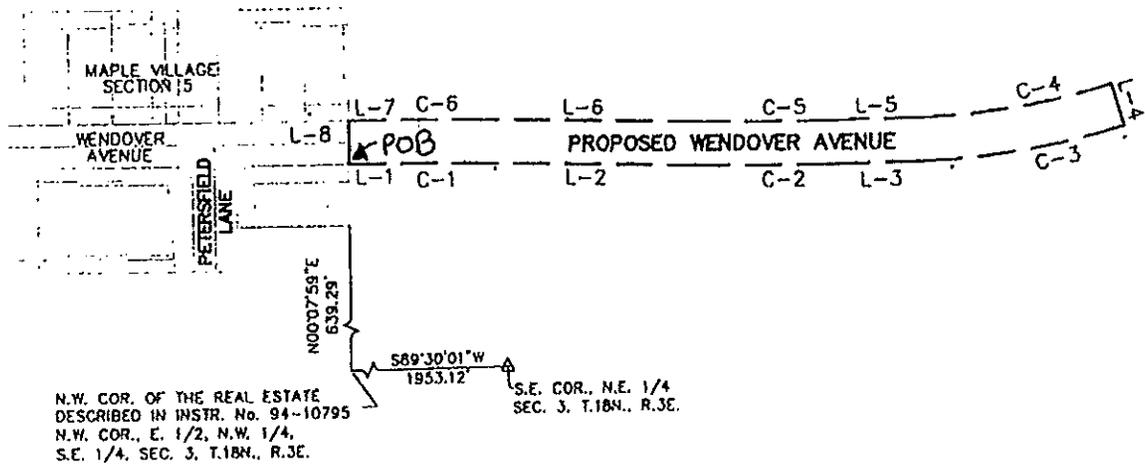
ATTEST:


Neil B. Van Trees
Engineer

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Steven R. Edwards.

This instrument prepared by Steven R. Edwards, Platinum Properties, LLC, 9757 Westpoint Drive, Suite 600, Indianapolis, Indiana 46256.

EXHIBIT "A"
 RIGHT OF WAY DEDICATION EXHIBIT
 PREPARED FOR: PLATINUM PROPERTIES



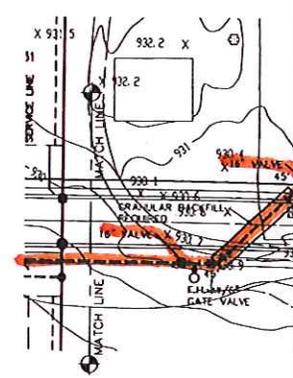
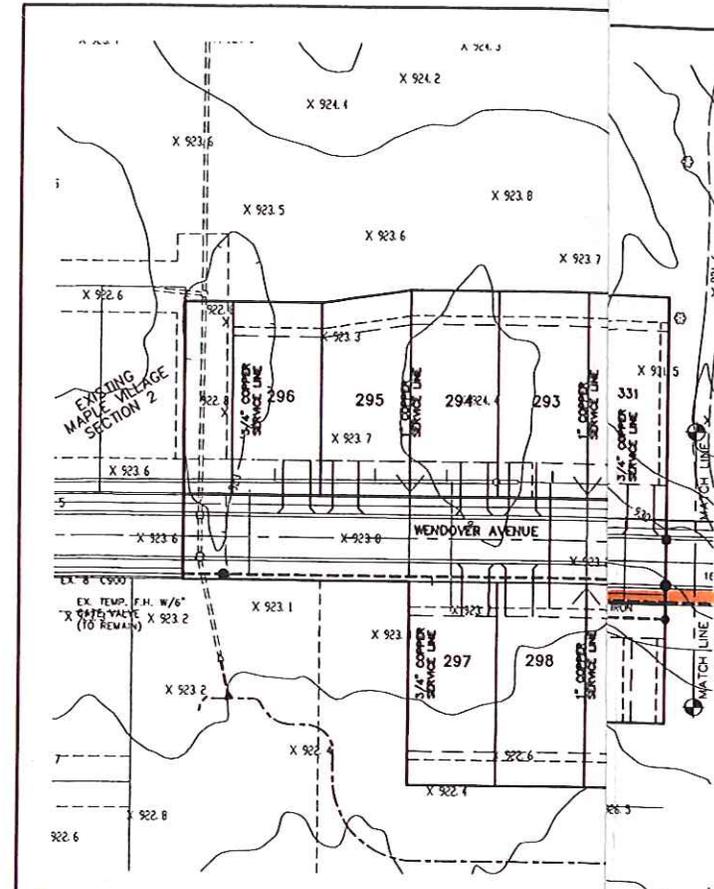
CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING	DELTA
C-1	4975.00'	127.26'	83.83'	127.26'	S89°06'09"E	1°27'58"
C-2	5025.00'	183.98'	82.00'	183.97'	S89°20'17"E	1°52'11"
C-3	825.00'	231.78'	118.85'	231.00'	N81°40'48"E	16°03'43"
C-4	775.00'	217.72'	109.38'	217.01'	N45°07'52"E	16°09'46"
C-5	4975.00'	182.35'	81.18'	182.34'	N89°20'17"W	1°52'11"

EXHIBIT "A"
RIGHT OF WAY DEDICATION EXHIBIT
PREPARED FOR: PLATINUM PROPERTIES

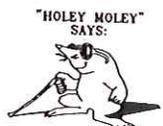
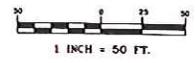
OFFSITE RIGHT-OF-WAY DEDICATION
WENDOVER AVENUE

A part of the Northeast Quarter of Section 3, Township 18 North, Range 3 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter Section; thence South 89 degrees 30 minutes 01 seconds West along the South line of said Quarter Section a distance of 1,953.12 feet to the Northwest corner of the East Half of the Northwest Quarter of the Southeast Quarter of said Section 3, said corner also being the Northwest corner of the real estate described in Instrument Number 94-10795 in the Office of the Recorder, Hamilton County, Indiana; thence North 00 degrees 07 minutes 59 seconds East 639.29 feet to the POINT OF BEGINNING of this description; thence South 89 degrees 52 minutes 08 seconds East 18.09 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 00 degrees 07 minutes 52 seconds West 4,975.00 feet from said point; thence easterly along said curve 127.26 feet to the point of tangency of said curve, said point being North 01 degrees 35 minutes 48 seconds East 4,975.00 feet from the radius point of said curve; thence South 88 degrees 24 minutes 11 seconds East 256.03 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 01 degrees 35 minutes 49 seconds East 5,025.00 feet from said point; thence easterly along said curve 163.98 feet to the point of tangency of said curve, said point being South 00 degrees 16 minutes 22 seconds East 5,025.00 feet from the radius point of said curve; thence North 89 degrees 43 minutes 38 seconds East 97.98 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 00 degrees 16 minutes 22 seconds West 825.00 feet from said point; thence easterly along said curve 231.76 feet to a point on the Southern Right-of-Way of Wendover Avenue, recorded as Instrument No. xxxxxxxxxxxxxxxxx, in the Office of the Recorder of Hamilton County, Indiana, said point also being the point of tangency of said curve, said point being South 16 degrees 22 minutes 05 seconds East 825.00 feet from the radius point of said curve; thence North 16 degrees 22 minutes 05 seconds West 50.00 feet to a point on the Northern Right-of-Way of said Wendover Avenue, said



LEGEND	
---	EXISTING WATER MAIN
- - - -	PROPOSED WATER MAIN
○	EXISTING HYDRANT
○	PROPOSED HYDRANT
○	BUTTERFLY VALVE
○	VALVE
■	PLUG
○	REDUCER
○	T.J. TILE
○	M.A. SLEEVE
○	ROAD
○	EXTERIOR BLOCK
○	CASING PIPE
○	GAS LINES
○	TELEPHONE LINES
○	ELECTRIC LINES



1-800-382-5544
CALL TOLL FREE
1-800-428-5200
FOR CALLS OUTSIDE OF INDIANA

CAUTION
LOCATION OF ALL EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE BASED UPON ABOVE GROUND EVIDENCE (INCLUDING BUT NOT LIMITED TO, MAPPING, PHOTO, SURVEY & NOTES MADE UPON THE GROUND BY OTHERS) AND ARE SPECULATIVE IN NATURE. THERE MAY ALSO BE OTHER EXISTING UNDERGROUND UTILITIES FOR WHICH THERE IS NO ABOVE GROUND EVIDENCE OR FOR WHICH NO ABOVE GROUND EVIDENCE WAS OBSERVED. THE EXACT LOCATIONS OF SAID EXISTING UNDERGROUND UTILITIES SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY AND ALL CONSTRUCTION.

DATE	MARK	REVISIONS
8/20/10		ADDED TEMP. FIRE HYDRANT
8/25/10		REVISED OFFSITE WATER
9/16/10		ADD 7 LOTS PER CLIENT'S REQUEST
9/29/10		REVISED PER AGENCY COMMENTS
9/29/10		REVISED NOTES
9/29/10		REVISED WATER PER MARKUPS



THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACED OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY, OR A SURVEY FOR LOCATION.
CERTIFIED: 4/1/09

STOEPPELWERTH & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
7965 East 106th Street, Fishers, IN 46038-2505
Phone: (317) 849-5935 Fax: (317) 849-5942
Toll Free: (800) 728-6917

WATER PLAN
MAPLE VILLAGE (SONOMA)
SECTION 5
WESTFIELD, WASHINGTON TOWNSHIP HAMILTON COUNTY, INDIANA

DRAWN BY: CRM OK'D BY: BKR
SHEET NO: C700
S & A JOB NO: 50690PLA-55

Maple Village (AKA Sonoma) Section 5
 Water Main Oversizing Estimate
 Based on actual contract and bid proposal (see attached)

Water Main Installed Per Contract Plan			
	Quantity	Unit Cost	Total Cost
8" Main (LF)	1361	\$ 18.00	\$ 24,498.00
8" Gate Valve (EA)	6	\$ 750.00	\$ 4,500.00
16" Main (LF)	820	\$ 54.00	\$ 44,280.00
16" Gate Valve (EA)	2	\$ 3,000.00	\$ 6,000.00
Fire Hydrants (EA)	8	\$ 2,800.00	\$ 22,400.00
Granular Backfill (TON)	260	\$ 10.00	\$ 2,600.00
		#1 TOTAL	\$ 100,278.00

Water Main Estimated Without Oversizing			
	Quantity	Unit Cost	Total Cost
8" Main (LF)	2181	\$ 18.00	\$ 39,258.00
8" Gate Valve (EA)	8	\$ 750.00	\$ 6,000.00
Fire Hydrants (EA)	8	\$ 2,800.00	\$ 22,400.00
Granular Backfill (TON)	260	\$ 10.00	\$ 2,600.00
		#2 TOTAL	\$ 69,258.00

Calculated Oversizing Reimbursement	\$ 31,020.00
(#1) minus (#2)	

AIA Document A107
Abbreviated Form of Agreement
Between Owner and Contractor
For CONSTRUCTION PROJECTS OF LIMITED SCOPE where
the Basis of Payment is a STIPULATED SUM

1987 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

This document includes abbreviated General Conditions and should not be used with other general conditions.
It has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the 1st day of July in the year of 2010.

BETWEEN the Owner: Platinum Properties, LLC.
(Name and Address) 9757 Westpoint Drive, Suite 600
Indianapolis, IN 46256

and the Contractor: Earth Resources
(Name and Address) 7210 South State Road 267
Lebanon, IN 46052

The Project is: Maple Village (aka Sonoma) Section 5
(Name and Location) 1/2 mile west of Springmill Rd on 169th St
Westfield, IN

The Engineer is: Stoepelwerth & Associates, Inc.
(Name and Address) 7965 E. 106th Street
Fishers, IN 46038

The Owner and Contractor agree as set forth below.

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ARTICLE 1
THE WORK OF THIS CONTRACT

1.1 The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

Provide all labor, materials, equipment and supervision to perform all earthwork and site utility construction as described on the plans prepared by Stoeppelwerth & Associates, Inc. and with specifications in accordance with Bid Package(s) 201, and 202.

ARTICLE 2
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

2.1 The date of commencement is the date from which the Contract Time of Paragraph 2.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

The date of commencement will be July 6, 2010. However, this date may be subject to adjustment by the Owner.

2.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

October 1, 2010

, subject to adjustments of this Contract Time as provided in the Contract Documents.

ARTICLE 3
CONTRACT SUM

3.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Three Hundred Ninety-One Thousand Ninety And 54/100 Dollars, (\$391,090.54) subject to additions and deductions as provided in the Contract Documents.

3.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

3.3 Unit prices, if any, are as follows:

See attached Application for Payment.

ARTICLE 4 PROGRESS PAYMENTS

4.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

All references to "Architect" under Article 4 & 5 will be interpreted as Owner. Payment term will be 80 days. Payments will be made in four (4) installments. The first Application for Payment will be made for all jobsite materials and may be submitted by Contractor upon execution of contract. Subsequent Applications for Payment will be made in three (3) equal payments for labor, fuel, and bonds. No retainage will be held from each Application for Payment. Applications for Payment will be received by Owner no later than the 10th day of the month. The 80 day term will commence on the 10th day of the month following receipt of the Application for Payment. Payment will be made in accordance with the Application for Payment following inspection by the Owner, and Owner will make payment to the contractor no later than the 30th day of the month following the payment term unless the 30th falls on a non-business day. In such case, payment will be made on the next business day. The Application for Payment will only be valid with an attached Affidavit and Waiver of Lien made out to the Owner in the amount of the Application for Payment.

4.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Usury laws and requirements under the Federal Truth in lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

ARTICLE 5
FINAL PAYMENT

5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the Work has been completed, the Contract fully performed all work has been inspected by the Owner and a final Certificate for Payment has been issued by the Architect.

ARTICLE 6
ENUMERATION OF CONTRACT DOCUMENTS

6.1 The Contract Documents are listed in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

6.1.1 The Agreement is this executed Abbreviated Form of Agreement Between Owner and Contractor, AIA Document A107, 1987 Edition.

6.1.2 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated _____, and are as follows:

Document	Title	Pages
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6.1.3. The Specifications are those contained in the Project Manual dated as in Subparagraph 6.1.2, and are as follows:

Section	Title	Pages
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6.1.4 The Drawings are as follows, and are dated below:

4/1/09

unless a different date is shown

Number	Title	Latest Revision Date
Cover Sheet	Maple Village Section 5 (a.k.a. Sonoma)	
C100	Topographical Survey	
C200	Site Development Plan	3/16/10
C201	Site Development Plan	6/4/09
C202	Site Development Plan	3/16/10
C300	Initial Sediment Control Measures	
C301	Temporary Storm Water Pollution Prevention Plan	3/16/10
C302	Temporary Storm Water Pollution Prevention Plan	5/5/09
C303	Temporary Storm Water Pollution Prevention Plan	3/16/10
C304	Permanent Storm Water Pollution Prevention Plan	3/16/10
C305	Permanent Storm Water Pollution Prevention Plan	5/5/09
C306	Permanent Storm Water Pollution Prevention Plan	3/16/10
C307	Storm Water Pollution and Prevention Details	5/27/09
C400-C402	Street Plan and Profiles	3/16/10
C403	Intersection Details	3/16/10
C404	Traffic Control Plan	3/16/10
C500	Sanitary Plan and Profiles	3/16/10
C501	Utility Plan	3/16/10
C600-C602	Storm Plan & Profiles	3/16/10
C700	Water Plan	3/16/10
C701	Water Details	6/8/09
C800-C801	Construction Details	
C802	Construction Details	6/8/09
C803-C805	Construction Specifications	

6.1.5 The Addenda, if any, are as follows:

Number	Title	Pages
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 6.

6.1.6 Other documents, if any, forming part of the Contract Documents are as follows:

1. Application for Payment.
2. Bid Package # 201, entitled Earthwork.
3. Bid Package # 202, entitled Site Utilities.
4. Indiana Sales Tax Exemption Certificate.

GENERAL CONDITIONS

ARTICLE 7 CONTRACT DOCUMENTS

7.1 The Contract Documents consist of this Agreement with Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all, performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

7.2 The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor or (3) between any persons or entities other than the Owner and Contractor.

7.3 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site and become familiar with the local conditions under which the Work is to be performed.

7.4 The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 8 OWNER

8.1 The Owner shall furnish surveys and a legal description of the site.

8.2 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

8.3 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

ARTICLE 9 CONTRACTOR

9.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

9.2 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment,

tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

9.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

9.4 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

9.5 Unless otherwise provided for in the Contract Documents the improvements will be dedicated for public use following completion, therefore being tax exempt, the Contractor shall pay sales, consumer, use, and other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

9.6 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Architect and Owner if the Drawings and Specifications are observed by the Contractor to be at variance therewith.

9.7 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

9.8 The Contractor shall review, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness. The Work shall be in accordance with approved submittals. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such certifications.

9.9 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment machinery and surplus materials.

9.10 The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

9.11 The Contractor shall pay all royalties and license fees; shall defend suits or claims for infringement of patent rights and shall hold the Owner harmless from loss on account thereof but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents unless the Contractor has reason to believe that there is an infringement of patent.

9.12 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 9.12.

9.12.1 In claims against any person or entity indemnified under this Paragraph 9.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 9.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9.12.2 The obligations of the Contractor under this Paragraph 9.12 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, Construction Change Directives, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 10 ADMINISTRATION OF THE CONTRACT

10.1 The Architect will provide administration of the Contract and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 18.1.

10.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect will keep the Owner informed of progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work.

10.3 The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraphs 9.1 and 16.1. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

10.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

10.5 The Architect will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes or other matters in question between the Owner and Contractor, but will not be liable for results of any interpretations or decisions rendered in good faith. The Architect's decisions in matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents. All other decisions of the Architect, except those which have been waived by making or acceptance of final payment, shall be subject to arbitration upon the written demand of either party.

10.6 The Architect will have authority to reject Work which does not conform to the Contract Documents.

10.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

10.8 All claims or disputes between the Contractor and the Owner arising out of or relating to the Contract, or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Architect as required under Paragraph 10.5. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect or any of the Architect's employees or consultants. The agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

ARTICLE 11

SUBCONTRACTS

11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

ARTICLE 12

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

12.3 Costs caused by delays, improperly timed activities or defective construction shall be borne by the party responsible therefore.

ARTICLE 13

CHANGES IN THE WORK

13.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or modifications, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

13.2 The Contract Sum and Contract Time shall be changed only by Change Order.

13.3 The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement.

ARTICLE 14

TIME

14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

14.2 The date of Substantial Completion is the date certified by the Architect in accordance with Paragraph 15.3.

14.3 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal or adverse weather conditions not reasonably anticipatory, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

ARTICLE 15

PAYMENTS AND COMPLETION

15.1 Payments shall be made as provided in Articles 4 and 5 of this Agreement.

15.2 Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed by third parties, (3) failure of the Contractor to make payments properly to Subcontractors or for labor materials or equipment (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum, (5) damage to the Owner or another contractor, (6) reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, or (7) persistent failure to carry out the Work in accordance with the Contract Documents.

15.3 When the Architect agrees that the Work is substantially complete, the Architect will issue a Certificate of Substantial Completion.

15.4 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

15.5 The making of final payment shall constitute a waiver of claims by the Owner except those arising from: 1. liens, claims, security interests or encumbrances arising out of the Contract and unsettled; 2. failure of the Work to comply with the requirements of the Contract Documents; or 3. terms of special warranties required by the Contract Documents. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

16.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: 1. employees on the Work and other persons who may be affected thereby; 2. the Work and materials and equipment to be incorporated therein; and 3. other property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Subparagraphs 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 9.12.

16.2 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

ARTICLE 17 INSURANCE

17.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or any one directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 9.12. Certificates of such insurance shall be filed with the Owner prior to the commencement of the Work.

17.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

17.3 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall be on an all risk policy form and shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

17.4 A loss insured under Owner's property insurance shall be adjusted with the Owner and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause.

17.5 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor.

17.6 The Owner and Contractor waive all rights against each other and the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Article 17 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as fiduciary. The Contractor shall require similar waivers in favor of the Owner and the Contractor by Subcontractors and Sub-subcontractors. The Owner shall require similar waivers in favor of the Owner and Contractor by the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them.

ARTICLE 18 CORRECTION OF WORK

18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of one year from the date of Substantial Completion of the Contract or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article 18 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

18.2 Nothing contained in this Article 18 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Paragraph 18.1 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's Obligations other than specifically to correct the Work.

ARTICLE 19 MISCELLANEOUS PROVISIONS

19.1 The Contract shall be governed by the law of the place where the Project is located.

19.2 As between the Owner and the Contractor any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued: 1. not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion; 2. not later than the date of issuance of the final Certificate for Payment for acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment; and 3. not later than the date of the relevant act or failure to act by the Contractor for acts or failures to act occurring after the date of the final Certificate for Payment.

ARTICLE 20
TERMINATION OF THE CONTRACT

20.1 If the Architect fails to recommend payment for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for all Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the Project.

20.2 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days' written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the cost thereof including compensation for the Architect's services and expenses made necessary thereby, from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, such excess shall be paid to the Contractor, but if such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE 21
OTHER CONDITIONS OR PROVISIONS

1. Paragraph 17.1 Insurance is amended to include the following:

Contractor agrees to purchase and maintain at its own cost and expense at all times during the performance of the contract, the following insurance:

- Employers liability and statutory workers' compensation (or state mandated equivalent). The coverage will provide employers liability insurance with limits of not less than the following:

Bodily injury by accident	\$500,000 each accident
Bodily injury by disease	\$500,000 each employee
Bodily injury by disease	\$500,000 policy limit

Workers' compensation insurance will provide a waiver of rights to subrogation against Owner entities.

- Commercial general liability, insuring against claims for bodily injury, property damage, death or property damage (including contractual liability arising under the indemnification contained in this document). Such general liability insurance policies shall be written on an occurrence basis in an amount not less than \$1,000,000 per occurrence, and shall each contain an annual aggregate of not less than \$1,000,000 combined single limit of liability for bodily injury and property damage (including per project aggregate endorsement).

General liability coverage will include the following:

- Waiver of rights of subrogation against Owner entities.
 - Contractor will name Owner entities as additional insureds, and additional insureds will be primary and non contributing with any insurance in the name of or for the benefit of Contractor and Owner entities with respect to claims arising for work performed by Contractor.
- Automobile liability insurance shall be in an amount not less than \$1,000,000 combined single limit of liability for bodily injury and property damage per accident.

Owner entities to be added as additional insureds.

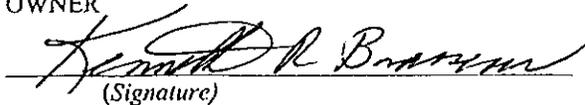
The insurance requirements as set forth above in this section are independent of Contractor's waiver, indemnification and other obligations under this contract and will not be construed or interpreted in any way to restrict, limit or modify Contractor's waiver, indemnification and other obligations, or in any way limit Contractor's liability under the contract.

2. Schedule of Values:

Contained on the attached Application for Payment.

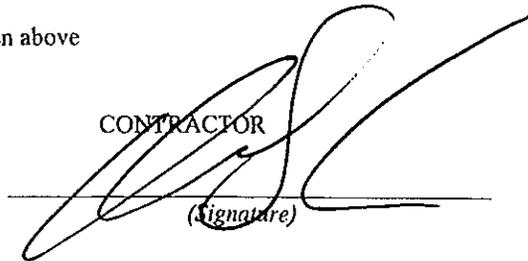
This Agreement entered into as of the day and year first written above

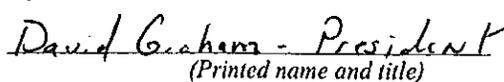
OWNER


(Signature)


(Printed name and title)

CONTRACTOR


(Signature)


(Printed name and title)

APPLICATION FOR PAYMENT

PROJECT NAME: Sonoma 3
 OWNER: Platinum Properties, LLC
 CONTACT: Tim Berry
 ADDRESS: 9757 Westport Drive, Suite 400
 Indianapolis, IN 46254
 Phone: (317) 418-2000, 240-0381(M)

CONTRACTOR: Earth Resources
 CONTACT: Dave Graham
 ADDRESS: 7210 S. State Road 267
 Leebens, IN 46932
 Phone: (317) 766-4800, (317) 766-0770

INVOICE NO:
 APPLICATION DATE:
 RETAINAGE:

APPROVED BY:
 DATE:

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Project Code	Unit Price	Work Description	Scheduled Value	Work Completed Previous	Work Completed This	Materials Stored	Total Completed And Stored To Date	Comp	Revenue Retention This Period	Revenue Retention This Period	Net Pay This Month	Net Pay This Month	Net Pay This Month
son5	4c	Earthwork - Section 4 Striping Topsoil	\$2,536.30									\$2,536.30	
son5	4e	Mass Excavation & Mounding	\$17,600.00									\$17,600.00	
son5	4g	Site & Finish Grading	\$7,006.34									\$7,006.34	
son4	4c	Earthwork - Section 5 Striping Topsoil	\$4,656.60									\$4,656.60	
son4	4d	Prelim Erosion Control	\$4,000.00									\$4,000.00	
son4	4e	Mass Excavation & Mounding	\$10,888.00									\$10,888.00	
son4	4g	Site & Finish Grading	\$12,056.90									\$12,056.90	
MPKL&M	4c	Earthwork - Section 5 - Offsite Striping Topsoil	\$2,082.60									\$2,082.60	
MPKL&M	4d	Prelim Erosion Control	\$2,000.00									\$2,000.00	
MPKL&M	4e	Mass Excavation & Mounding	\$1,630.40									\$1,630.40	
MPKL&M	4g	Site & Finish Grading	\$3,818.40									\$3,818.40	
son5	5b	Site Utilities - Section 5 Sanitary Sewer Mains	\$37,527.50									\$37,527.50	
son5	5c	Sanitary Sewer Laterals	\$27,303.00									\$27,303.00	
son5	15b	Sanitary Sewer Maint. Bond	\$850.00									\$850.00	
son5	6a	Storm Sewers	\$85,067.00									\$85,067.00	
son5	6b	Subsurface Drains	\$13,536.25									\$13,536.25	
son5	7b	Water Mains	\$61,878.00									\$61,878.00	
son5	7e	Water Service Laterals	\$19,635.00									\$19,635.00	
son5	15b	Water Mains Maint. Bond	\$1,100.00									\$1,100.00	
MPKL&M	6a	Site Utilities - Section 5 Storm Sewers	\$15,526.00									\$15,526.00	
MPKL&M	6b	Subsurface Drains	\$7,790.25									\$7,790.25	
MPKL&M	7b	Water Mains	\$42,400.00									\$42,400.00	
MPKL&M	15b	Water Mains Maint. Bond	\$200.00									\$200.00	
TOTAL											\$391,090.54	\$391,090.54	

MAPLE VILLAGE (AKA SONOMA) SECTION 5

BID PACKAGE #201

EARTHWORK

- I. General Specifications for this Bid Package include:
- A. Contractor shall furnish all labor, materials, equipment and/or services required to provide and complete the following:
1. General Specification and Erosion Control notes contained on the plans shall be considered as a part of this Bid Package.
 2. Erect and maintain all signs, barricades, signals, or watchmen necessary to this bid package as specified on the plans and/or by the Developer/Owner to safeguard the public from work operations. This includes maintaining existing signage and/or barricades at the end of existing roadways that connect with this work. If existing signage needs to be removed to perform work in accordance with this bid package or there is no existing signage, contractor shall provide and maintain temporary barricades to notify the public of the location of the end of the existing roadway until new roadway is paved.
 3. Demolition and removal of any existing pavement and structures within any part of the construction limits. Disposal of all materials shall be done in accordance with all EPA, State and Local regulations. No materials will be burned on site, without proper permits as required by local authorities. No materials will be buried on site without prior approval of the Developer/Owner in writing. All excavations and holes resulting from demolition will be backfilled and compacted as necessary.
 4. Clear and grub the site removing all trees, vegetation, trash and other unsuitable materials, both living and dead in all areas within the construction limits. Disposal of all materials shall be done in accordance with all EPA, State and Local regulations. No materials will be burned on site, without proper permits as required by local authorities. No materials will be buried on site without prior approval of the Developer/Owner in writing.
 5. All areas to remain undisturbed shall be identified by the Developer/Owner and/or Engineer. This Contractor shall protect those areas and their contents from damage resulting from said Contractor's operations.
 6. Installation of temporary storm water pollution prevention and sediment control measures including, but not limited to, diversion ditches, sedimentation control fences (silt fence), straw bales, construction access drive, construction fueling and maintenance area, portable toilet facility, and concrete washout area as specified on the plans. The use of a double wall fuel tank will only be required to be placed on-site if fueling of equipment will not be completed directly from a road ready truck mounted fuel tank. Also contractor shall be responsible to maintain and remove all trash generated from their work and the contractor shall provide a dumpster if necessary to do so. No debris shall be buried on site without approval by the Developer/Owner.
 7. In addition to the installation of the construction access drive, construction fueling and maintenance area, portable toilet facility, and concrete washout area as described in item 6 above, this contractor shall maintain these areas during construction of all items described on the plans and shall be responsible to remove these items prior to final grading and seeding. This provision is not inclusive of any building construction.

Firm Name: _____

8. Stripping and stockpiling of topsoil. All roadways and building areas to be stripped of all topsoil down to its full depth. The Developer/Owner makes no representation as to the amount of topsoil. All clean topsoil shall be utilized as directed by the Project Manager. For bidding purposes topsoil will be utilized in the following order; to distribute a 6" to 8" layer on lake banks and in retention areas, sufficiently stockpiled as fill around entry walls in a location near but out of the way of entry walls (prior to entry wall construction, earthwork contractor to rip soil around entry wall location for aeration), to construct mounding and common areas that require fill shown on plans. If additional topsoil exists it will be redistributed in front and rear yards and in other areas that will not require structural fill placement. However, any excess material after redistribution shall not be removed from the site without prior approval by Developer/Owner.
9. All rough grading, machine cut and fill, compaction, and finish grading to be within plus or minus one tenth (0.1') of a foot except in swales where a tolerance of only 0.1' above plan grade will be accepted. Finish grading will include preparation of subgrade for all paved surfaces including sidewalks, asphalt paths and roadways.
10. Contractor shall be responsible to perform any regrading of streets following lime stabilization operations to assure that the grade is within .10' per construction plans. There will be no Change Orders' issued for regrading after liming, Contractor to include in bid price.
11. The Developer/Owner makes no representation as to the amount of cut and fill. It is the responsibility of the Contractor to accomplish design grades and to balance the site.
12. Providing necessary equipment and labor to facilitate the work required by this Bid Package, with the understanding that at times work may have to be performed during adverse weather conditions in order to maintain the Developer's/Owner's proposed construction schedule. This includes, but is not limited to construction of temporary construction roads from materials on site, moving and/or disposing of unsuitable soils generated from poor weather conditions to allow access to the project. The scope of work shall exclude furnishing of stone, gravel and other materials obtained from offsite that is determined to facilitate the work.
13. Construction and sculpturing of mounding, backfilling of sidewalks, asphalt paths, entry walls, and retaining walls as directed by the Developer/Owner.
14. Grading areas as needed to facilitate installation of all utilities (i.e. storm and sanitary sewers, water mains, gas lines, electric, phone, catv, etc.). Regrading of areas after utilities have been installed to fill in settlement over utility trenches and to redistribute excess spoil material. Finished grade following utility installation will be 2" to 3" below the back of curb grade on all lots as an added erosion control measure. The grade behind the curb in common areas will be flush.
15. Contractor will also be required to coordinate with Developer/Owner's or any Government Agency's field inspector(s) or inspection service engineer to comply with compaction testing requirements.

B. Special Provisions:

1. Earthwork for a portion of future section 4 will be included in this bid package. Some of the dirt for this section will come from the pond adjacent to lots 269 & 282 and will not be included in this bid package. The remainder of the dirt to make section 4 balance will come from pond #3 and will be included in this bid package. For bidding purposes, assume topsoil will be stripped from lots 234-243, 283-289, & 312-

Firm Name: _____

317 and 8,000 cys of dirt will be used to construct pads starting on lots 283-289, then 312-317, with the remainder to construct pads on lots 234-243.

2. Lots 283-289 shall be finish graded from the front of the pad back to the center of the swale. Fine grading and seeding by others.
 3. All earthwork not associated with Future Section 4 or Section 5 shall be considered Section 5 – Offsite.
 4. Separate accounting breakdown sheets have been provided for earthwork related to Section 5, Future Section 4, and Section 5 - Offsite.
 5. Clearing of existing trees will not be included in this bid package.
- C. BID PROPOSAL MUST INCLUDE ALL APPLICABLE TAXES (sales tax, consumer tax, use tax and other similar taxes.) Developer/Owner will provide exemption certificate as necessary for those items that will be dedicated for public use.
- II. All work will be awarded by contract based on AIA Document A107 (1987 edition) unless otherwise stipulated by the Developer/Owner. Requests for payment must be received by the 10th of each month for the prior months work and payment will be made by the Developer/Owner on or prior to the 30th of the month. 10% retainage will be held on all contract line items until that particular line item of work has been completed. Retainage will be released following inspection and acceptance of the work by the Developer/Owner and/or governing agency. In addition, an Affidavit and Waiver of Lien made out to the owner in the amount of the Application for Payment must be included with all payment requests for the Application for Payment to be valid and submitted for bank draw.
- III. If contractor is awarded the contract for this bid package, contractor will include the owner as an additional insured on a policy with the following minimum coverage:
- \$1,000,000.00 of General Liability Coverage.
 - \$1,000,000.00 of Auto Liability Coverage.
 - Workman's Compensation equal to the Indiana Statutory amount.
- IV. Items excluded:
- A. Site utilities.
 - B. Excavation for site utilities.
 - C. Field layout and construction staking.
 - D. Fine grading of topsoil.
 - E. Hydroseeding for erosion control.

Firm Name: _____

MAPLE VILLAGE (AKA SONOMA) SECTION 5

BID PACKAGE #202

SITE UTILITIES

- I. General Specifications for this Bid Package include:
 - A. Contractor shall furnish all labor, materials, equipment and/or services required to provide and complete the following:
 1. General Specification notes and water distribution system notes contained on the plans shall be considered as a part of this Bid Package.
 2. Sanitary Sewer System:
 - a. All sanitary sewer mains, laterals, and all other related appurtenances as may be necessary to construct the sanitary sewer system. Sanitary sewers to be tied into existing structures and/or mains as indicated on the Construction Plans.
 - b. All sanitary laterals to be placed in the utility easement, and shall terminate at a point 5' from the building set back line for each lot. Depth of laterals shall be 5' to 6' deep at termination point. All laterals will be installed with the termination point falling in the center of the lot unless otherwise directed. The termination point will be marked with an object (i.e. 2'x4" board, pvc pipe, etc.) extending a minimum of 4' above finish pad grade and painted green.
 - c. All work shall be done in accordance with the standards and specifications of the City of Westfield.
 - d. Contractor will provide to the Developer/Owner field notes and information for sanitary lateral locations (prior to the release of retainage) for submission to the engineer to provide as-built records for the installation.
 - e. All final structure grades are to be within plus or minus one tenth (0.1') of a foot of plan grade, and are to be established utilizing 1 – 4" riser ring, no more no less, on each structure.
 - f. A maintenance bond will be provided to the City of Westfield in accordance with their requirements following completion and acceptance of the installation.
 3. Storm Sewer System:
 - a. All storm piping, structures, manholes, concrete flumes and any and all other appurtenances as may be necessary to construct the storm system. The system shall be connected with existing systems as indicated on the Construction Plans.
 - b. Sub-surface under drain system as shown on plans.
 - c. Concurrent with curb inlet structure installation, sub-surface underdrains to be connected to structures, backfilled with #8 stone, and stubbed out above grade to provide drainage for subgrade until entire sub-surface drainage system is installed.
 - d. Extend any existing culverts under any existing roadways that are to be widened to a point beyond the proposed edge of pavement.
 - e. Installation and maintenance of temporary sediment control measures, including, but not limited to, inlet protection structures, sedimentation control fences (silt fence), and straw bales as specified on the plans to protect all storm sewer structures during site utility construction until final seeding is

Firm Name: _____

completed. During completion of final seeding temporary erosion control structures will be repaired and/or replaced by the Erosion Control contractor (under separate contract).

- f. All work shall be done in accordance with the standards and specifications of the Hamilton County Surveyor's Office.
 - g. All final structure grades are to be within plus or minus one tenth (0.1") of a foot of plan grade with the exception of swale beehives. Swale beehives must fall within 0 to minus 0.2' of plan grade. All manhole structures are to be constructed to meet these requirements utilizing 1 – 4" riser ring, no more no less, on each structure
4. Water Main System:
- a. All water mains, valves, hydrants, blocking, bedding and all other related appurtenances as may be necessary to construct the water main system. Water main to be connected into existing mains as indicated on the Construction Plans.
 - b. All water mains to be placed in the right-of-way or easements in accordance with the Construction Plans. Bedding and compacted granular material will be used as required.
 - c. All work shall be done in accordance with the standards and specifications of the City of Westfield.
 - d. Contractor will provide field notes, field as-builts, material lists and other pertinent information to the Developer/Owner (prior to release of retainage) for submission to the water company to serve as as-built records for the installation.
 - e. A maintenance bond will be provided to the City of Westfield in accordance with their requirements following completion and acceptance of the installation.
5. Contractor will make all arrangements for inspections specific to this bid package during and following completion of construction, and perform all required testing for same. Final retainage will not be paid until performance bonds are released and maintenance bonds are accepted.
6. All areas where utilities specific to this bid package cross or are within 5 feet of pavement or walk areas shall be backfilled with compacted granular fill as shown on the Construction Plans. In addition, where utilities cross streets with cover from the top of the pipe to the street subgrade of 2.5' or less the crossing shall be backfilled with compacted #8 stone and capped with a 6" of compacted #53 stone.
7. Sheet piling, cribbing, dewatering, trench box boring, and all other work which may be reasonably implied as necessary for installation of site utilities.
8. Erect and maintain all signs, barricades, signals, or watchmen necessary to this bid package as specified on the plans and/or by the Developer/Owner to safeguard the public from work operations. This includes maintaining existing signage and/or barricades at the end of existing roadways that connect with this work. If existing signage needs to be removed to perform work in accordance with this bid package or there is no existing signage, contractor shall provide and maintain temporary barricades to notify the public of the location of the end of the existing roadway until new roadway is paved.
9. Perform all rough grading over utility trenches to restore areas to proper grade.
10. Provide and/or install 2", 4" and/or 6" PVC schedule 40 conduits for street crossings as required for electrical, telephone, CATV, gas company. Also, provide and install 4" PVC schedule 40 utility conduit for Developer/Owner as requested. Unit price given for trenching and installation should include

Firm Name: _____

everything required for the complete installation and backfill of road crossings with the exception of the pipe material with the price based on the lineal foot of trench.

11. Stamp curbs during the curb installation with the location of sanitary sewer laterals, sub-surface drains, conduit crossings and other items as requested by the Developer/Owner, specific governing agencies, and/or as specified in the Construction Plans.

B. Special Provisions:

1. SSD stubs at north end of Retford Drive shall be used as drainage for temporary swale. SSD shall be stubbed up and surrounded by #8 stone for sediment filter.
2. All utilities to the west of and including structures 733 & 734 will be considered Section 5. All utilities to the east of structures 733 & 734 will be considered Section 5 - Offsite.
3. Separate accounting breakdown sheets have been provided for utilities related to Section 5 and Section 5 - Offsite.

- C. BID PROPOSAL MUST INCLUDE ALL APPLICABLE TAXES** (sales tax, consumer tax, use tax and other similar taxes). Developer/Owner will provide exemption certificate as necessary for those items that will be dedicated for public use.

- II. All work will be awarded by contract based on AIA Document A107 (1987 edition) unless otherwise stipulated by the Developer/Owner. Requests for payment must be received by the 10th of each month for the prior months work and payment will be made by the Developer/Owner on or prior to the 30th of the month. 10% retainage will be held on all contract line items until that particular line item of work has been completed. Retainage will be released following inspection and acceptance of the work by the Developer/Owner and/or governing agency. In addition, an Affidavit and Waiver of Lien made out to the owner in the amount of the Application for Payment must be included with all payment requests for the Application for Payment to be valid and submitted for bank draw.

- III. If contractor is awarded the contract for this bid package, contractor will include the owner as an additional insured on a policy with the following minimum coverage:
- \$1,000,000.00 of General Liability Coverage.
 - \$1,000,000.00 of Auto Liability Coverage.
 - Workman's Compensation equal to the Indiana Statutory amount.

IV. Items excluded:

- A. Building foundation subdrainage.
- B. Site excavation.
- C. Electric, phone, gas, calv trenching.

Firm Name: _____

Form ST-105 SF# 4965 (Rev 1/00)

Indiana Department of Revenue General Sales Tax Exemption Certificate

This form is not to be used as an Agricultural or Utility Exemption Certificate. Company Exemption Certificates are not valid for personal purchases.

Name Platinum Properties, LLC TID# 007000430 001 4
Address 9757 Westpoint Drive, Suite 600 Date 7/1/10
City Indianapolis Zip Code 46256

- Blanket Single Purchase Description of Articles _____
 Sale to Retailer, Wholesaler or Manufacturer for Resale Only
 Sale to Manufacturing Machinery, Tools and Equipment to be Used Directly in Direct Production
 Sales to Not-for-Profit Organizations, Claiming Exempt Purchases Pursuant to Sales Tax Information Bulletin #10

Note: Many purchases by not-for-profit organizations are subject to Sales Tax; therefore, purchasers are cautioned to read Sales Tax Information Bulletin #10 before signing this certificate.

- Sales to Governmental Units
 Other (Explain) Utilities to be publicly maintained after completion

I hereby certify under the penalties of perjury, that the property that is to be purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act.

Signature Steve R. Schwab Title CHIEF FINANCIAL OFFICER

PROPOSAL FOR SINGLE BID PACKAGE

PROJECT NAME: MAPLE VILLAGE (AKA SONOMA) SECTION 5
PROJECT LOCATION: WESTFIELD, IN

FIRM NAME: Earth Resources

OFFICIAL ADDRESS: 7210 S SR 267
Lebanon, IN 46052

TELEPHONE NUMBER: 317/ 769-4966 FAX: 317/ 769-4977

Bid Package: #202 Bid Package Title: Site Utilities

The undersigned, having familiarized (himself or themselves) with local conditions affecting the cost of work and with the Contract Documents, including Invitation to Bid, Bidder's Instructions, Bid Documents, General Requirements, Specifications, Plans and Addendum #'s N/A, hereby proposes to perform everything required for the bid package listed on this proposal, for the lump sum stated hereafter. All sales, consumer use, local and other similar taxes are included in bid amount.

Amount for Single Bid Package _____ DOLLARS (\$ 256,896.75)

Accounting Breakdown:

MAPLE VILLAGE (AKA SONOMA) SECTION 5 - REVISED 6/11/2010

5b	San. Sewer-Mains*	\$ <u>37,527.50</u>
5c	San. Sewer-Laterals*	\$ <u>27,303.00</u>
15b	San. Sewer Maint. Bond	\$ <u>850.00</u>
6a	Storm Sewers*	\$ <u>95,067.00</u>
6b	Subsurface Drains*	\$ <u>13,536.25</u>
7b	Water Mains*	\$ <u>61,878.00</u>
7e	Water Service Laterals*	\$ <u>19,635.00</u>
15b	Water Mains Maint Bond	\$ <u>1,100.00</u>
6e	Util. Conduits (unit price)	
	Material: 2" PVC	\$ <u>1.65</u> /LF.
	Material: 4" PVC	\$ <u>2.75</u> /LF.
	Material: 6" PVC	\$ <u>3.80</u> /LF.
	Trenching & installation	\$ <u>5.00</u> /LF.

* The following attachments for listing the proposed quantity breakdowns must be completed and submitted for this bid to be accepted and considered for contract. **Quantities are provided for information only. All bids lump sum.**

In submitting this bid, it is understood that the right is reserved by the Developer/Owner to reject and/or accept any and all bids. It is further agreed that this bid is binding for a period of sixty (60) days from the opening thereof.

BY: _____ (Authorized Signature)
Printed: Brad Rader

TITLE: Estimator

Bids should be submitted by:

And should be submitted To: Platinum Properties, LLC.
9757 Westpoint Drive, Suite 600
Indianapolis, IN 46256
Phone: 818-2900 Fax: 863-2055

PROPOSAL FOR SINGLE BID PACKAGE

PROJECT NAME: MAPLE VILLAGE (AKA SONAMA) SECTION 5
PROJECT LOCATION: WESTFIELD, IN

FIRM NAME: Earth Resources

OFFICIAL ADDRESS: 7210 S SR 267
Lebanon, IN 46052

TELEPHONE NUMBER: 317/769-4966 FAX: 317/769-4977

Bid Package: #202 Bid Package Title: Site Utilities

The undersigned, having familiarized (himself or themselves) with local conditions affecting the cost of work and with the Contract Documents, including Invitation to Bid, Bidder's Instructions, Bid Documents, General Requirements, Specifications, Plans and Addendum #'s N/A, hereby proposes to perform everything required for the bid package listed on this proposal, for the lump sum stated hereafter. All sales, consumer use, local and other similar taxes are included in bid amount.

Amount for Single Bid Package _____ DOLLARS (\$ 66,466.25)

Accounting Breakdown:

ERROR! REFERENCE SOURCE NOT FOUND. - OFFSITE REVISED 6/11/2010

6a	Storm Sewers*	\$ <u>15,526.00</u>
6b	Subsurface Drains*	\$ <u>7,790.25</u>
15a	Storm Sewers Perf Bond	\$ <u>200.00</u>
7b	Water Mains*	\$ <u>42,400.00</u>
15a	Water Mains Perf Bond	\$ <u>350.00</u>
15b	Water Mains Maint Bond	\$ <u>200.00</u>

* The following attachments for listing the proposed quantity breakdowns must be completed and submitted for this bid to be accepted and considered for contract. **Quantities are provided for information only. All bids lump sum.**

In submitting this bid, it is understood that the right is reserved by the Developer/Owner to reject and/or accept any and all bids. It is further agreed that this bid is binding for a period of sixty (60) days from the opening thereof.

BY: _____ (Authorized Signature)

Printed: Brad Rader

TITLE: Estimator

Bids should be submitted by:

And should be submitted To: Platinum Properties, LLC.
9757 Westpoint Drive, Suite 600
Indianapolis, IN 46256
Phone: 818-2900 Fax: 863-2055

MAPLE VILLAGE (AKA SONOMA) SECTION 5			
	Quantity *	Unit Cost	Total Cost
3" Main (LF)		\$	\$
3" Gate Valve(EA)		\$	\$
3" Blow-Off(EA)		\$	\$
6" Main (LF)		\$	\$
6" Gate Valve(EA)		\$	\$
6" Blow-Off(EA)		\$	\$
8" Main (LF)	1361	\$ 18.00	\$ 24,498.00
8" Gate Valve(EA)	6	\$ 750.00	\$ 4,500.00
8" Blow-Off(EA)		\$	\$
12" Main (LF)		\$	\$
12" Gate Valve(EA)		\$	\$
12" Blow-Off(EA)		\$	\$
16" Main (LF)	220	\$ 54.00	\$ 11,880.00
16" Gate Valve(EA)	1	\$ 3,000.00	\$ 3,000.00
16" Blow-Off(EA)		\$	\$
20" Main (LF)		\$	\$
20" Gate Valve(EA)		\$	\$
20" Blow-Off(EA)		\$	\$
Fire Hydrants (EA)	6	\$ 2,800.00	\$ 16,800.00
Granular Backfill (TON)	120	\$ 10.00	\$ 1,200.00
			>> \$ 61,878.00

>> Total should match lump sum for item 7b on Bid Package Accounting Breakdown.

MAPLE VILLAGE (AKA SONOMA) SECTION 5			
(Circle Material)	Quantity *	Unit Cost	Total Cost
3/4" Copper or Poly (LF)	590	\$ 12.00	\$ 7,080.00
3/4" Tap (EA)	12	\$ 110.00	\$ 1,320.00
1" Copper or Poly (LF)	420	\$ 15.00	\$ 6,300.00
1" Tap (EA)	11	\$ 125.00	\$ 1,375.00
1 1/2" Copper or Poly (LF)		\$	\$
1 1/2" Tap (EA)		\$	\$
2" Copper or Poly (LF)		\$	\$
2" Tap (EA)		\$	\$
Granular Backfill (TON)	356	\$ 10.00	\$ 3,560.00
			>> \$ 19,635.00

>> Total should match lump sum for item 7b on Bid Package Accounting Breakdown.

MAPLE VILLAGE (AKA SONOMA) SECTION 5

	Quantity *	Unit Cost	Total Cost
3" Main (LF)		\$	\$
3" Gate Valve(EA)		\$	\$
3" Blow-Off(EA)		\$	\$
6" Main (LF)		\$	\$
6" Gate Valve(EA)		\$	\$
6" Blow-Off(EA)		\$	\$
8" Main (LF)		\$	\$
8" Gate Valve(EA)		\$	\$
8" Blow-Off(EA)		\$	\$
12" Main (LF)		\$	\$
12" Gate Valve(EA)		\$	\$
12" Blow-Off(EA)		\$	\$
16" Main (LF)	600	\$ 54.00	\$ 32,400.00
16" Gate Valve(EA)	1	\$ 3,000.00	\$ 3,000.00
16" Blow-Off(EA)		\$	\$
20" Main (LF)		\$	\$
20" Gate Valve(EA)		\$	\$
20" Blow-Off(EA)		\$	\$
Fire Hydrants (EA)	2	\$ 2,800.00	\$ 5,600.00
Granular Backfill (TON)	140	\$ 10.00	\$ 1,400.00
		>>	\$ 42,400.00

>> Total should match lump sum for item 7b on Bid Package Accounting Breakdown.

PROPOSAL FOR SINGLE BID PACKAGE

PROJECT NAME: MAPLE VILLAGE (AKA SONOMA) SECTION 5
 PROJECT LOCATION: WESTFIELD, IN

FIRM NAME: Valenti Hold Contractor/Developer Inc.

OFFICIAL ADDRESS: 4937 Fieldstone Drive
Whitestown, IN

TELEPHONE NUMBER: 317-769-6922 FAX: 317-769-3890

Bid Package: #202 Bid Package Title: Site Utilities

The undersigned, having familiarized (himself or themselves) with local conditions affecting the cost of work and with the Contract Documents, including Invitation to Bid, Bidder's Instructions, Bid Documents, General Requirements, Specifications, Plans and Addendum #'s N/A, hereby proposes to perform everything required for the bid package listed on this proposal, for the lump sum stated hereafter. All sales, consumer use, local and other similar taxes are included in bid amount.

Amount for Single Bid Package:
Two Hundred Ninety One Thousand Two Hundred Fifty Five DOLLARS (\$ 291,255.00)

Accounting Breakdown:

MAPLE VILLAGE (AKA SONOMA) SECTION 5

5b	San. Sewer-Mains*	\$	<u>57,137.00</u>	
5c	San. Sewer-Laterals*	\$	<u>31,257.00</u>	
15b	San. Sewer Maint. Bond	\$	<u>500.00</u>	
6a	Storm Sewers*	\$	<u>101,284.00</u>	
6b	Subsurface Drains*	\$	<u>15,950.00</u>	
7b	Water Mains*	\$	<u>77,925.00</u>	
7e	Water Service Laterals*	\$	<u>15,559.00</u>	
15b	Water Mains Maint. Bond	\$	<u>700.00</u>	
6e	Util. Conduits (unit price)			
	Material: 2" PVC	\$	<u>1.25</u>	/L.F.
	Material: 4" PVC	\$	<u>2.10</u>	/L.F.
	Material: 6" PVC	\$	<u>3.10</u>	/L.F.
	Trenching & Installation	\$	<u>7.00</u>	/L.F.

* The following attachments for listing the proposed quantity breakdowns must be completed and submitted for this bid to be accepted and considered for contract. Quantities are provided for information only. All bids lump sum.

In submitting this bid, it is understood that the right is reserved by the Developer/Owner to reject and/or accept any and all bids. It is further agreed that this bid is binding for a period of sixty (60) days from the opening thereof.

BY: Craig Brocher (Authorized Signature)

Printed: Craig Brocher

TITLE: Estimator

Bids should be submitted by: **2:00 PM on FRIDAY, APRIL 2, 2010.**

And should be submitted To: **Platinum Properties, LLC.**
 9757 Westpoint Drive, Suite 600
 Indianapolis, IN 46256
 Phone: 818-2900 Fax: 863-2055

PROPOSAL FOR SINGLE BID PACKAGE

PROJECT NAME: MAPLE VILLAGE (AKA SONOMA) SECTION 5
PROJECT LOCATION: WESTFIELD, IN

FIRM NAME: Valenti Held Contractor/Developer Inc.

OFFICIAL ADDRESS: 4937 Fieldstone Drive
Whitestown, IN 46075

TELEPHONE NUMBER: 317-769-6922 FAX: 317-769-3890

Bid Package: #202 Bid Package Title: Site Utilities

The undersigned, having familiarized (himself or themselves) with local conditions affecting the cost of work and with the Contract Documents, including Invitation to Bid, Bidder's Instructions, Bid Documents, General Requirements, Specifications, Plans and Addendum #'s N/A, hereby proposes to perform everything required for the bid package listed on this proposal, for the lump sum stated hereafter. All sales, consumer use, local and other similar taxes are included in bid amount.

Amount for Single Bid Package
Sixty Seven Thousand Five Hundred Forty Three DOLLARS (\$ 67,543.00)

Accounting Breakdown:

MAPLE VILLAGE (AKA SONOMA) SECTION 5 - OFFSITE

6a	Storm Sewers*	\$ <u>9,397.00</u>
6b	Subsurface Drains*	\$ <u>9,350.00</u>
15a	Storm Sewers Perf Bond	\$ <u>N/A</u>
7b	Water Mains*	\$ <u>48,546.00</u>
15a	Water Mains Perf Bond	\$ <u>N/A</u>
15b	Water Mains Maint Bond	\$ <u>350.00</u>

* The following attachments for listing the proposed quantity breakdowns must be completed and submitted for this bid to be accepted and considered for contract. Quantities are provided for information only. All bids lump sum.

In submitting this bid, it is understood that the right is reserved by the Developer/Owner to reject and/or accept any and all bids. It is further agreed that this bid is binding for a period of sixty (60) days from the opening thereof.

BY: Craig Brocker (Authorized Signature)

Printed: Craig Brocker

TITLE: Estimator

Bids should be submitted by: 2:00 PM on FRIDAY, APRIL 2, 2010.

And should be submitted To: Platinum Properties, LLC.
9757 Westpoint Drive, Suite 600
Indianapolis, IN 46256
Phone: 818-2900 Fax: 863-2055

**PROPOSAL FOR SINGLE BID PACKAGE
MAPLE VILLAGE (AKA SONOMA) SECTION 5**

**B.P. #202, SITE UTILITIES
BID DATE: 04/02/10**

ATTACHMENT FOUR: Water Mains; This attachment to Bid Package #202 (SITE UTILITIES) must be completed and submitted as part of the Proposal for Single Bid Package for the bid to be accepted and considered for contract.

* Quantities provided for information only; all bids are lump sum.

WATER MAINS UNIT COSTS			
MAPLE VILLAGE (AKA SONOMA) SECTION 5			
	Quantity *	Unit Cost	Total Cost
3" Main (LF)	—	\$ —	\$ —
3" Gate Valve(EA)	—	\$ —	\$ —
3" Blow-Off(EA)	—	\$ —	\$ —
6" Main (LF)	—	\$ —	\$ —
6" Gate Valve(EA)	—	\$ —	\$ —
6" Blow-Off(EA)	—	\$ —	\$ —
8" Main (LF)	1361	\$ 20 ⁰⁰	\$ 27,220 ⁰⁰
8" Gate Valve(EA)	6	\$ 6,750 ⁰⁰	\$ 6,750 ⁰⁰
8" Blow-Off(EA)	—	\$ —	\$ —
12" Main (LF)	—	\$ —	\$ —
12" Gate Valve(EA)	—	\$ —	\$ —
12" Blow-Off(EA)	—	\$ —	\$ —
16" Main (LF)	310	\$ 67 ⁰⁰	\$ 20,770 ⁰⁰
16" Gate Valve(EA)	1	\$ 2,501 ⁰⁰	\$ 2,501 ⁰⁰
16" Blow-Off(EA)	—	\$ —	\$ —
20" Main (LF)	—	\$ —	\$ —
20" Gate Valve(EA)	—	\$ —	\$ —
20" Blow-Off(EA)	—	\$ —	\$ —
Fire Hydrants (EA)	6	\$ 3,220 ⁰⁰	\$ 19,320 ⁰⁰
Granular Backfill (TON)	243	\$ 8 ⁰⁰	\$ 2,064 ⁰⁰
TOTAL			>> \$ 78,625⁰⁰

>> Total should match lump sum for item 7b on Bid Package Accounting Breakdown.

**PROPOSAL FOR SINGLE BID PACKAGE
MAPLE VILLAGE (AKA SONOMA) SECTION 5**

**B.P. #202, SITE UTILITIES
BID DATE: 04/02/10**

ATTACHMENT FIVE: Water Service Lines; This attachment to Bid Package #202 (SITE UTILITIES) must be completed and submitted as part of the Proposal for Single Bid Package for the bid to be accepted and considered for contract.

* Quantities provided for information only; all bids are lump sum.

WATER SERVICE LATERALS - UNIT COSTS			
MAPLE VILLAGE (AKA SONOMA) SECTION 5			
(Circle Material)	Quantity *	Unit Cost	Total Cost
3/4" <u>Copper</u> or Poly (LF)	475	\$ 7.50	\$ 3,563.00
3/4" Tap (EA)	14	\$ 215.00	\$ 3,010.00
1" <u>Copper</u> or Poly (LF)	330	\$ 8.00	\$ 2,640.00
1" Tap (EA)	12	\$ 215.00	\$ 2,580.00
1 1/2" Copper or Poly (LF)	—	\$ —	\$ —
1 1/2" Tap (EA)	—	\$ —	\$ —
2" Copper or Poly (LF)	—	\$ —	\$ —
2" Tap (EA)	—	\$ —	\$ —
Granular Backfill (TON)	443	\$ 8.50	\$ 3,765.00
TOTAL			>> \$ 15,558.00

>> Total should match lump sum for item 7b on Bid Package Accounting Breakdown.

**PROPOSAL FOR SINGLE BID PACKAGE
MAPLE VILLAGE (AKA SONOMA) SECTION 5**

**B.P. #202, SITE UTILITIES
BID DATE: 04/02/10**

ATTACHMENT THREE: Water Mains; This attachment to Bid Package #202 (SITE UTILITIES) must be completed and submitted as part of the Proposal for Single Bid Package for the bid to be accepted and considered for contract.

* Quantities provided for information only; all bids are lump sum.

WATER MAINS - UNIT COSTS (OFFSITE)			
MAPLE VILLAGE (AKA SONOMA) SECTION 5			
	Quantity *	Unit Cost	Total Cost
3" Main (LF)	—	\$ —	\$ —
3" Gate Valve(EA)	—	\$ —	\$ —
3" Blow-Off(EA)	—	\$ —	\$ —
6" Main (LF)	—	\$ —	\$ —
6" Gate Valve(EA)	—	\$ —	\$ —
6" Blow-Off(EA)	—	\$ —	\$ —
8" Main (LF)	—	\$ —	\$ —
8" Gate Valve(EA)	—	\$ —	\$ —
8" Blow-Off(EA)	—	\$ —	\$ —
12" Main (LF)	—	\$ —	\$ —
12" Gate Valve(EA)	—	\$ —	\$ —
12" Blow-Off(EA)	—	\$ —	\$ —
16" Main (LF)	590	\$ 67.00	\$ 39,530.00
16" Gate Valve(EA)	1	\$ 2,501.00	\$ 2,501.00
16" Blow-Off(EA)	—	\$ —	\$ —
20" Main (LF)	—	\$ —	\$ —
20" Gate Valve(EA)	—	\$ —	\$ —
20" Blow-Off(EA)	—	\$ —	\$ —
Fire Hydrants (EA)	2	\$ 3,220.00	\$ 6,440.00
Granular Backfill (TON)	50	\$ 8.50	\$ 425.00
TOTAL			>> \$ 48,996.00

>> Total should match lump sum for item 7b on Bid Package Accounting Breakdown.

Firm Name: Valenti Held Contractor/Developer Inc.

PROPOSAL FOR SINGLE BID PACKAGE

PROJECT NAME: MAPLE VILLAGE (AKA SONOMA) SECTION 5
 PROJECT LOCATION: WESTFIELD, IN

FIRM NAME: THE SNIDER GROUP INC

OFFICIAL ADDRESS: 10890 ANDRADE DRIVE
ZIONSVILLE, IN 46077

TELEPHONE NUMBER: 317 873 5285 FAX: 317 873 5280

Bid Package: #202 Bid Package Title: Site Utilities

The undersigned, having familiarized (himself or themselves) with local conditions affecting the cost of work and with the Contract Documents, including Invitation to Bid, Bidder's Instructions, Bid Documents, General Requirements, Specifications, Plans and Addendum #s N/A, hereby proposes to perform everything required for the bid package listed on this proposal, for the lump sum stated hereafter. All sales, consumer use, local and other similar taxes are included in bid amount.

Amount for Single Bid Package
TWO HUNDRED EIGHTY THOUSAND TWO HUNDRED DOLLARS (\$ 280,239.22)
THIRTY NINE DOLLARS TWENTYTWO CENTS
 Accounting Breakdown:

MAPLE VILLAGE (AKA SONOMA) SECTION 5

5b	San. Sewer-Mains*	\$	<u>42,892.27</u>	
5c	San. Sewer-Laterals*	\$	<u>18,550.20</u>	
15b	San. Sewer Maint. Bond	\$	<u>500.00</u>	
6a	Storm Sewers*	\$	<u>109,228.15</u>	
6b	Subsurface Drains*	\$	<u>14,175.00</u>	
7b	Water Mains*	\$	<u>76,174.16</u>	
7e	Water Service Laterals*	\$	<u>17,106.94</u>	
15b	Water Mains Maint Bond	\$	<u>1213.00</u>	
6e	Util. Conduits (unit price)			
	Material: 2" PVC	\$	<u>0.70</u>	/LF.
	Material: 4" PVC	\$	<u>2.16</u>	/LF.
	Material: 6" PVC	\$	<u>3.90</u>	/LF.
	Trenching & installation	\$	<u>8.50</u>	/LF.

* The following attachments for listing the proposed quantity breakdowns must be completed and submitted for this bid to be accepted and considered for contract. Quantities are provided for information only. All bids lump sum.

In submitting this bid, it is understood that the right is reserved by the Developer/Owner to reject and/or accept any and all bids. It is further agreed that this bid is binding for a period of sixty (60) days from the opening thereof.

BY: Ryan Whitaker (Authorized Signature)
 Printed: RYAN WHITAKER

TITLE: ESTIMATOR / PROJECT MANAGER

Bids should be submitted by: 2:00 PM on FRIDAY, APRIL 2, 2010.
 And should be submitted To: Platinum Properties, LLC.
 9757 Westpoint Drive, Suite 600
 Indianapolis, IN 46256
 Phone: 818-2900 Fax: 863-2055

PROPOSAL FOR SINGLE BID PACKAGE

PROJECT NAME: MAPLE VILLAGE (AKA SONOMA) SECTION 5
PROJECT LOCATION: WESTFIELD, IN

FIRM NAME: THE SNIDER GROUP INC

OFFICIAL ADDRESS: 10890 ANDEADE DRIVE
ZIONSVILLE IN 46077

TELEPHONE NUMBER: 3178735265 FAX: 3178735280

Bid Package: #202 Bid Package Title: Site Utilities

The undersigned, having familiarized (himself or themselves) with local conditions affecting the cost of work and with the Contract Documents, including Invitation to Bid, Bidder's Instructions, Bid Documents, General Requirements, Specifications, Plans and Addendum #'s N/A, hereby proposes to perform everything required for the bid package listed on this proposal, for the lump sum stated hereafter. All sales, consumer use, local and other similar taxes are included in bid amount.

Amount for Single Bid Package

SIXTY TWO THOUSAND NINE HUNDRED DOLLARS (\$ 62,924.82)
TWENTY FOUR DOLLARS EIGHTY TWO CENTS

Accounting Breakdown:

MAPLE VILLAGE (AKA SONOMA) SECTION 5 - OFFSITE

6a	Storm Sewers*	\$ <u>10,886.32</u>
6b	Subsurface Drains*	\$ <u>8212.50</u>
15a	Storm Sewers Perf Bond	\$ <u>N/A</u>
7b	Water Mains*	\$ <u>43,263.00</u>
15a	Water Mains Perf Bond	\$ <u>N/A</u>
15b	Water Mains Maint Bond	\$ <u>563.00</u>

* The following attachments for listing the proposed quantity breakdowns must be completed and submitted for this bid to be accepted and considered for contract. Quantities are provided for information only. All bids lump sum.

In submitting this bid, it is understood that the right is reserved by the Developer/Owner to reject and/or accept any and all bids. It is further agreed that this bid is binding for a period of sixty (60) days from the opening thereof.

BY: Ryan Whitaker (Authorized Signature)

Printed: RYAN WHITAKER

TITLE: ESTIMATOR / PROJECT MANAGER

Bids should be submitted by: 2:00 PM on FRIDAY, APRIL 2, 2010.

And should be submitted To: Platinum Properties, LLC.
9757 Westpoint Drive, Suite 600
Indianapolis, IN 46256
Phone: 818-2900 Fax: 863-2055

PROPOSAL FOR SINGLE BID PACKAGE
 MAPLE VILLAGE (AKA SONOMA) SECTION 5

B.P. #202, SITE UTILITIES
 BID DATE: 04/02/10

ATTACHMENT FOUR: Water Mains; This attachment to Bid Package #202 (SITE UTILITIES) must be completed and submitted as part of the Proposal for Single Bid Package for the bid to be accepted and considered for contract.

* Quantities provided for information only; all bids are lump sum.

WATER MAINS - UNIT COSTS			
MAPLE VILLAGE (AKA SONOMA) SECTION 5			
	Quantity *	Unit Cost	Total Cost
3" Main (LF)		\$	\$
3" Gate Valve(EA)		\$	\$
3" Blow-Off(EA)		\$	\$
6" Main (LF)		\$	\$
6" Gate Valve(EA)		\$	\$
6" Blow-Off(EA)		\$	\$
8" Main (LF)	1360	\$ 25.58	\$ 34,798.80
8" Gate Valve(EA)		\$	\$
8" Blow-Off(EA)		\$	\$
12" Main (LF)		\$	\$
12" Gate Valve(EA)		\$	\$
12" Blow-Off(EA)		\$	\$
16" Main (LF)	320	\$ 63.47	\$ 20,310.40
16" Gate Valve(EA)		\$	\$
16" Blow-Off(EA)		\$	\$
20" Main (LF)		\$	\$
20" Gate Valve(EA)		\$	\$
20" Blow-Off(EA)		\$	\$
Fire Hydrants (EA)	6	\$ 3,282.91	\$ 19,697.46
Granular Backfill (TON)	145	\$ 9.50	\$ 1,377.50
TOTAL			>> \$76,174.16

>> Total should match lump sum for item 7b on Bid Package Accounting Breakdown.

**PROPOSAL FOR SINGLE BID PACKAGE
MAPLE VILLAGE (AKA SONOMA) SECTION 5**

B.P. #202, SITE UTILITIES
BID DATE: 04/02/10

ATTACHMENT FIVE: Water Service Lines; This attachment to Bid Package #202 (SITE UTILITIES) must be completed and submitted as part of the Proposal for Single Bid Package for the bid to be accepted and considered for contract.

* Quantities provided for information only; all bids are lump sum.

WATER SERVICE LATERALS - UNIT COSTS			
MAPLE VILLAGE (AKA SONOMA) SECTION 5			
(Circle Material)	Quantity *	Unit Cost	Total Cost
3/4" Copper or Poly (LF)	660	\$ 7.17	\$ 4,732.20
3/4" Tap (EA)	14	\$ 110	\$ 1,540.00
1" Copper or Poly (LF)	480	\$ 9.00	\$ 4,320.00
1" Tap (EA)	12	\$ 124.00	\$ 1,488.00
1 1/2" Copper or Poly (LF)		\$	\$
1 1/2" Tap (EA)		\$	\$
2" Copper or Poly (LF)		\$	\$
2" Tap (EA)		\$	\$
Granular Backfill (TON)	452	\$ 11.12	\$ 5,026.24
TOTAL			>> \$ 17,106.44

>> Total should match lump sum for item 7b on Bid Package Accounting Breakdown.

PROPOSAL FOR SINGLE BID PACKAGE
 MAPLE VILLAGE (AKA SONOMA) SECTION 5

B.P. #202, SITE UTILITIES
 BID DATE: 04/02/10

ATTACHMENT THREE: Water Mains; This attachment to Bid Package #202 (SITE UTILITIES) must be completed and submitted as part of the Proposal for Single Bid Package for the bid to be accepted and considered for contract.

* Quantities provided for information only; all bids are lump sum.

WATER MAINS - UNIT COSTS, OFFSITE			
MAPLE VILLAGE (AKA SONOMA) SECTION 5			
	Quantity *	Unit Cost	Total Cost
3" Main (LF)		\$	\$
3" Gate Valve(EA)		\$	\$
3" Blow-Off(EA)		\$	\$
6" Main (LF)		\$	\$
6" Gate Valve(EA)		\$	\$
6" Blow-Off(EA)		\$	\$
8" Main (LF)		\$	\$
8" Gate Valve(EA)		\$	\$
8" Blow-Off(EA)		\$	\$
12" Main (LF)		\$	\$
12" Gate Valve(EA)		\$	\$
12" Blow-Off(EA)		\$	\$
16" Main (LF)	600	\$ 58.10	\$ 34,860.00
16" Gate Valve(EA)		\$	\$
16" Blow-Off(EA)		\$	\$
20" Main (LF)		\$	\$
20" Gate Valve(EA)		\$	\$
20" Blow-Off(EA)		\$	\$
Fire Hydrants (EA)	2	\$ 3,679	\$ 7,358.00
Granular Backfill (TON)	110	\$ 9.5	\$ 1,045.00
TOTAL			>> \$ 43,263.00

>> Total should match lump sum for item 7b on Bid Package Accounting Breakdown.

Firm Name: THE SNIDER GROUP INC