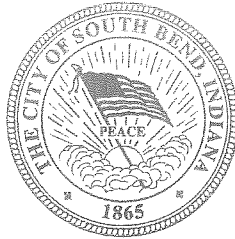


1316 COUNTY-CITY BUILDING
227 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601-1830



PHONE 574/ 235-9251
FAX 574/ 235-9171
TDD 574/ 235-5567

CITY OF SOUTH BEND STEPHEN J. LUECKE, MAYOR
BOARD OF PUBLIC WORKS

August 13, 2008

Mr. Mike Kerr
F.A. Wilhelm Construction Company, Inc.
3914 Prospect Street
Indianapolis, Indiana 46203

RE: Notice to Proceed/Construction Contract – Eddy Street Commons – Phase II, Parking Garage
Project No. 108-004

Dear Mr. Kerr:

The Board of Public Works approved the Construction Contract for the above referred to project on July 14, 2008. **The Notice to Proceed date is August 11, 2008.** Please contact Kite Realty at (317) 578-5163 to coordinate all work on the project.

If you have any questions, please call me at (574) 235-9251.

Sincerely,

Linda M. Martin, Clerk

c: Toy Villa, Engineering
Jim Hannigan, Kite Realty
Fink Roberts & Petrie, Inc.
Don Inks, Community & Economic Development

AIA Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 30th day of June in the year 2008
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

City of South Bend, Board of Public Works
1316 County-City Building
South Bend, IN 46601

and the Contractor:
(Name, address and other information)

F.A. Wilhelm Construction Company, Inc.
3914 Prospect Street
Indianapolis, IN 46203

for the following Project:
(Name, location and detailed description)

Eddy Street Commons Phase II Parking Garage
1200 Edison Road
South Bend, Indiana

The Architect:
(Name, address and other information)

Fink Roberts & Petrie, Inc.
4040 Vincennes Circle, Suite 300
Indianapolis, IN 46268

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(977774238)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement 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.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement of the Work shall be the later of August 13, 2008 or the date that the entire building pad is completed by the Owner and ready for foundations to begin by Contractor.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than two hundred seventy three (273) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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(977774238)

Portion of Work

Substantial Completion Date

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

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be fifteen million, six hundred twenty-seven thousand (\$15,627,000), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 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:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate 2, \$177,000; Alternate 3, \$566,000; Alternate 4, \$6,000; Alternate 5, \$381,000

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit
Removal of unacceptable material and replacement with compacted fill		\$28.75/cubic yard

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
None	

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 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.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 25th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

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§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

None

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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(977774238)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 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.

(Insert rate of interest agreed upon, if any.)

per annum

§ 8.3 The Owner's representative:

(Name, address and other information)

Carl Littrell
City of South Bend, Board of Public Works
1316 County-City Building
South Bend, IN 46601

§ 8.4 The Contractor's representative:

(Name, address and other information)

Mike Kerr
F.A. Wilhelm Construction Company, Inc.

Init.

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User Notes:

(977774238)

3914 Prospect Street
Indianapolis, IN 46203

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Document 00800	Supplemental General Conditions	January 23, 2008	18

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit: Project Manual, Eddy Street Commons Phase II Parking Garage

(Table deleted)

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit: Drawing S001

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1, 2 and 3	Not dated, February 8, 2008 and February 14, 2008	19, 14 and 50

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

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User Notes:

(977774238)

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

Type of insurance or bond	Limit of liability or bond amount (\$ 0.00)
Performance Bond, AIA Document A312	\$19,533,750.00

OWNER (Signature)

CONTRACTOR (Signature)

APPROVED
Board of Public Works

JUL 14 2008

Ronald E. John
Carol J. Feltwell

Additions and Deletions Report for AIA[®] Document A101[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:23:47 on 07/08/2008.

PAGE 1

AGREEMENT made as of the 30th day of June in the year 2008

...

City of South Bend, Board of Public Works
1316 County-City Building
South Bend, IN 46601

...

F.A. Wilhelm Construction Company, Inc.
3914 Prospect Street
Indianapolis, IN 46203

...

Eddy Street Commons Phase II Parking Garage
1200 Edison Road
South Bend, Indiana

...

Fink Roberts & Petrie, Inc.
4040 Vincennes Circle, Suite 300
Indianapolis, IN 46268

PAGE 2

The date of commencement of the Work shall be the later of August 13, 2008 or the date that the entire building pad is completed by the Owner and ready for foundations to begin by Contractor.

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than two hundred seventy three (273) days from the date of commencement, or as follows:

PAGE 3

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~(\$—)~~, fifteen million, six hundred twenty-seven thousand (\$15,627,000), subject to additions and deductions as provided in the Contract Documents.

...

Alternate 2, \$177,000; Alternate 3, \$566,000; Alternate 4, \$6,000; Alternate 5, \$381,000

...

Removal of unacceptable material and
replacement with compacted fill

\$28.75/cubic yard

...

None

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 25th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

PAGE 4

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of (5%);

...

None

PAGE 5

[X] Litigation in a court of competent jurisdiction

...

per annum

...

Carl Littrell
City of South Bend, Board of Public Works
1316 County-City Building
South Bend, IN 46601

...

Mike Kerr
F.A. Wilhelm Construction Company, Inc.

3914 Prospect Street
Indianapolis, IN 46203

PAGE 6

<u>Document 00800</u>	<u>Supplemental General</u>	<u>January 23, 2008</u>	<u>18</u>
	<u>Conditions</u>		

...

Title of Specifications exhibit: Project Manual, Eddy Street Commons Phase II Parking Garage

Section	Title	Date	Pages
----------------	--------------	-------------	--------------

...

Title of Drawings exhibit: Drawing S001

Number	Title	Date
---------------	--------------	-------------

...

<u>1, 2 and 3</u>	<u>Not dated, February 8,</u> <u>2008 and February 14,</u> <u>2008</u>	<u>19, 14 and 50</u>
-------------------	--	----------------------

PAGE 7

<u>Performance Bond, AIA Document</u> <u>A312</u>	<u>\$19,533,750.00</u>
--	------------------------

...

Carl Littrell, City Engineer

Mike Kerr, Operations Manager

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:23:47 on 07/08/2008 under Order No. 1000333524_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007 - Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)


(Title)


(Dated)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Performance Bond

Bond # 105128714

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

CONTRACTOR (Name and Address):
F. A. Wilhelm Construction Co., Inc.
3914 Prospect Street
Indianapolis, IN 46203

SURETY (Name and Principal Place of Business):
Travelers Casualty and Surety Company of America
6081 E. 82nd Street, Suite 400
Indianapolis, IN 46240

OWNER (Name and Address):
City of South Bend, Board of Public Works
1316 County-City Building
South Bend, IN 46601

CONSTRUCTION CONTRACT

Date: June 24, 2008

Amount: Fifteen Million Six Hundred Twenty Seven Thousand no/100 Dollars (\$15,627,000.00)

Description (Name and Location): Eddy Street Commons Phase II Parking Garage; 1200 Edison Road
South Bend, IN

BOND

Date (Not earlier than Construction Contract Date): July 2, 2008

Amount: Nineteen Million Five Hundred Thirty Three Thousand Seven Hundred Fifty no/100 Dollars
(\$19,533,750.00)

Modifications to this Bond:

XNone

See Page 3

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)
F. A. Wilhelm Construction Co., Inc.

SURETY
Company: _____ (Corporate Seal)
Travelers Casualty and Surety Company of America

STATE OF Indiana
COUNTY OF Hendricks

I, Susan Coleman a Notary Public in and for said County and State, do hereby certify that

M.L. Daniel

Attorney-in-Fact

of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of July 20 08

Susan Coleman

Susan Coleman

Notary Public

Commission expires: 07-04-09

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if not liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

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

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received

by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 216172

Certificate No. 001411339

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

M. L. Daniel, Sheri A. Lowden, John S. Modrall, Keith Corder, and Susan Coleman

of the City of Indianapolis, State of Indiana, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of May, 2006.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

George W. Thompson
 George W. Thompson, Senior Vice President

On this the 1st day of May, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Payment Bond

Bond # 105128714

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

CONTRACTOR (Name and Address):
F. A. Wilhelm Construction Co., Inc.
3914 Prospect Street
Indianapolis, IN 46203

SURETY (Name and Principal Place of Business):
Travelers Casualty and Surety Company of America
6081 E. 82nd Street, Suite 400
Indianapolis, IN 46240

OWNER (Name and Address):
City of South Bend, Board of Public Works
1316 County-City Building
South Bend, IN 46601

CONSTRUCTION CONTRACT

Date: June 24, 2008

Amount: Fifteen Million Six Hundred Twenty Seven Thousand no/100 Dollars (\$15,627,000.00)

Description (Name and Location): Eddy Street Commons Phase II Parking Garage; 1200 Edison Road
South Bend, IN

BOND

Date (Not earlier than Construction Contract Date): July 2, 2008

Amount: Nineteen Million Five Hundred Thirty Three Thousand Seven Hundred Fifty no/100 Dollars
(\$19,533,750.00)

Modifications to this Bond:

None

X See Page 6

CONTRACTOR AS PRINCIPAL

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

STATE OF Indiana

COUNTY OF Hendricks

I, Susan Coleman a Notary Public in and for said County and State, do hereby certify that

M.L. Daniel

Attorney-in-Fact

of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, for the uses and purposed therein set forth.

Given under my hand and notarial seal, this 2nd day of July 20 08

Susan Coleman

Susan Coleman

Notary Public

Commission expires: 07-04-09

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used

in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 above is deleted in its entirety and the following is substituted in its place:

6. When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, with reasonable promptness, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, with reasonable promptness, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 216172

Certificate No. 001411338

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

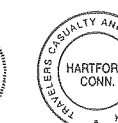
M. L. Daniel, Sheri A. Lowden, John S. Modrall, Keith Corder, and Susan Coleman

of the City of Indianapolis, State of Indiana, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of May, 2006.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: _____

George W. Thompson, Senior Vice President

On this the 1st day of May, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

	Base	All Frng & Trng	Total Cost
South Bend			
18 (BRICKLAYERS)			
Journeyman	27.00	11.77	38.77
Foreman	28.50	11.77	40.27
nedc (CARPENTERS)			
Journeyman	25.19	11.64	36.83
Foreman	26.69	11.64	38.33
645 (LABORERS)			
Journeyman	19.58	10.07	29.65
Foreman	20.28	10.07	30.35
645 (HODCARRIERS)			
Journeyman	20.08	10.07	30.15
Foreman	20.78	10.07	30.85
150b (OPERATORS)			
Journeyman	24.40	14.10	38.50
101s (CEMENT FINISHERS)			
Journeyman	24.00	11.33	35.33
Foreman	25.00	11.33	36.33
292 (IRONWORKERS)			
Journeyman	23.50	16.96	40.46
Foreman	24.68	16.96	41.64

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID CG WILHE-1	DATE (MM/DD/YYYY) 6/30/08
PRODUCER Tobias Insurance Group, Inc. 9247 N. Meridian St. Ste. 300 Indianapolis IN 46260 Phone: 317-844-7759 Fax: 317-844-9910		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED F.A. Wilhelm Construction Co., Inc. 3914 Prospect Street Indianapolis IN 46203		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Zurich American Inc. Company	
		INSURER B: American Grnty and Lia Ins Co	26247
		INSURER C: Greenwich Insurance Company	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	GLO3504891-06	08/01/07	08/01/08	EACH OCCURRENCE
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				\$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)
		<input checked="" type="checkbox"/> Contractual Liability				\$ 500,000
		<input checked="" type="checkbox"/> Explosion, Collapse & Underground				\$ 10,000
						PERSONAL & ADV INJURY
						\$ 1,000,000
						GENERAL AGGREGATE
						\$ 2,000,000
						PRODUCTS - COMP/OP AGG
						\$ 2,000,000
A		AUTOMOBILE LIABILITY	BAP3504892-06	08/01/07	08/01/08	COMBINED SINGLE LIMIT (Ea accident)
		<input checked="" type="checkbox"/> ANY AUTO				\$ 1,000,000
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person)
		<input type="checkbox"/> SCHEDULED AUTOS				\$
		<input type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per accident)
						\$
						PROPERTY DAMAGE (Per accident)
						\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT
		<input type="checkbox"/> ANY AUTO				\$
		OTHER THAN AUTO ONLY: EA ACC				\$
						AGG
						\$
B		EXCESS/UMBRELLA LIABILITY	AUC5086473-03	08/01/07	08/01/08	EACH OCCURRENCE
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$ 10,000,000
		DEDUCTIBLE				AGGREGATE
		RETENTION \$				\$ 10,000,000
		"following form"				\$
						\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC3504890-06	08/01/07	08/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE
		OTHER				E.L. DISEASE - POLICY LIMIT
						\$ 1,000,000
						\$ 1,000,000
						\$ 1,000,000
C		Contractors Pollution/E & O	PEC0025823 "CLAIMS MADE FORM"	03/14/08	03/14/09	Per Claim
		\$5,000,000				
						Aggregate
						\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insureds as required by written contract: City of South Bend, Board of Public Works & its representatives or assignees; the Trustees; Fink Roberts & Petrie, Inc. and its consultants.
 No aircraft is intended for use and said insurance for same is not required.
 City Project No. 108-004 & FAW #9421 -- Eddy Street Commons Phase II Parking Garage

CERTIFICATE HOLDER

City of South Bend, Board of Public Works
 c/o Fink Roberts & Petrie, Inc.
 4040 Vincennes Circle, Suite 300
 Indianapolis, IN 46268

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

CERTIFICATE OF COMPLIANCE
Worker's Compensation and Occupational Disease
 State Form 41921 (R2 / 6-95)

This is to certify, pursuant to ESD IAC 1-1-37, Rules of the Worker's Compensation Board of Indiana that as of this date the records of the worker's Compensation Board of Indiana show the above-named employer is in compliance with Section 5, 68 and 69 of the Indiana Worker's Compensation Act (IC 22-3-2-5, 22-3-5-1 and 22-3-5-2) and Section 27 of the Indiana Worker's Occupational Diseases Act (IC 22-3-7-34) as described below

☐ Self-insured

☒ Insured by AMERICAN ZURICH INS CO

Policy number
WC350489006

Effective Date
8/1/2007

Expiration Date
8/1/2008

Note: This coverage may expire prior to this date if cancelled by the employer or insurance carrier to notice to the Indiana Worker's Compensation Board

This document may be reproduced. Additional original certifications may be purchased from the Indiana Worker's Compensation Board. For further information contact the Insurance Division at (317)232-382

Employer
F A WILHELM CONSTRUCTION CO.

3914 PROSPECT STREET

INDIANAPOLIS, IN 46206

Validation stamp

VALID

SEP 13 2007

WORKER'S COMPENSATION
BOARD OF INDIANA

Certification Date

9/13/2007

Verifier

NA

Executive Secretary

(Certificate is not valid unless stamped, signed and initialed.)

ACORD**CERTIFICATE OF LIABILITY INSURANCE**OP ID CG
WILHE-1

DATE (MM/DD/YYYY)

6/30/08

PRODUCER

Tobias Insurance Group, Inc.
9247 N. Meridian St. Ste. 300
Indianapolis IN 46260
Phone: 317-844-7759 Fax: 317-844-9910

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

F.A. Wilhelm Construction
Co., Inc.
3914 Prospect Street
Indianapolis IN 46203

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Zurich American Ins. Company
INSURER B: American Cmty and Lia Ins Co
INSURER C: Greenwich Insurance Company
INSURER D:
INSURER E:

26247

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
LTR	INSRD					
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Explosion, Collapse & Underground GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GLO3504891-06	08/01/07	08/01/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP3504892-06	08/01/07	08/01/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE "following form" RETENTION \$	AUC5086473-03	08/01/07	08/01/08	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC3504890-06	08/01/07	08/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C		OTHER Contractors Pollution/E & O	PEC0025823 "CLAIMS MADE FORM"	03/14/08	03/14/09	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insureds as required by written contract: City of South Bend, Board of Public Works & its representatives or assignees; the Trustees; Fink Roberts & Petrie, Inc. and its consultants.
No aircraft is intended for use and said insurance for same is not required.

City Project No. 108-004 & FAW #9421 — Eddy Street Commons Phase II Parking Garage

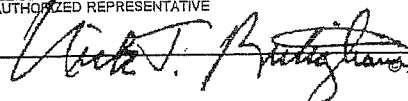
CERTIFICATE HOLDER

City of South Bend, Board of Public Works
c/o Fink Roberts & Petrie, Inc.
4040 Vincennes Circle, Suite 300
Indianapolis, IN 46268

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF COMPLIANCE
Worker's Compensation and Occupational Disease
 State Form 41321 (R2/6-95)

This is to certify, pursuant to 63b IAC 1-1-37, Rules of the Worker's Compensation Board of Indiana that as of this date the records of the worker's Compensation Board of Indiana show the above-named employer is in compliance with Section 5, 8B and 69 of the Indiana Worker's Compensation Act (IC 22-3-2-5, 22-3-5-1 and 22-3-5-2) and Section 27 of the Indiana Worker's Occupational Diseases Act (IC 22-3-7-34) as described below

☐ Self-insured

☒ Insured by AMERICAN ZURICH INS CO

Policy number
WC350489006

Effective Date
8/1/2007

Expiration Date
8/1/2008

Note: This coverage may expire prior to this date if cancelled by the employer or insurance carrier b notice to the Indiana Worker's Compensation Board

This document may be reproduced. Additional original certifications may be purchased from the Indian Worker's Compensation Board. For further information contact the Insurance Division at (317)232-582

Employer
F A WILHELM CONSTRUCTION CO.

3914 PROSPECT STREET

INDIANAPOLIS, IN 46206

Validation stamp:

VALID

SEP 13 2007

WORKER'S COMPENSATION
BOARD OF INDIANA

Certification Date

9/13/2007

Verifier

NA

Executive Secretary

(Certificate is not valid unless stamped, signed and initialed.)

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID ME
LITTL-1

DATE (MM/DD/YYYY)
07/30/08

PRODUCER

T.M. Edwards & Assoc., Inc.
648 Joliet St. P.O. Box 146
Dyer IN 46311
Phone: 219-865-2221 Fax: 219-865-1245

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Little Game Hunters, Inc. &
Little Game Hunter, Inc. DBA
9117 Indiana Place
Merrillville IN 46410

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Meadowbrook Insurance Group

INSURER B: West Bend Mutual Insurance Co.

INSURER C:

INSURER D:

INSURER E:

15350

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECT DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	<input checked="" type="checkbox"/> GENERAL LIABILITY	NSE0887793 01	03/15/08	03/15/09	EACH OCCURRENCE \$ 1,000,000
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	NSE0887793 01	03/15/08	03/15/09	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Errors & Omission				PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
B	<input type="checkbox"/> AUTOMOBILE LIABILITY	NSE0887793 01	03/15/08	03/15/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<input type="checkbox"/> GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY	NUE0895508 01	03/15/08	03/15/09	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0				
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC0396820	03/15/08	03/15/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				
	<input type="checkbox"/> OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
re: Eddy Street Commons Parking Garage, South Bend, IN. Wilhelm General Contractors; South Bend-Board of Public Works and Looney Ricks Kiss Architects are named as additional insureds.

CERTIFICATE HOLDER

WILHELM

Wilhelm Construction, Inc.
3914 Prospect St.
Indianapolis IN 46203

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO ADVISE BY WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE EFFECT THAT IT WILL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURED REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD. CERTIFICATE OF LIABILITY INSURANCE		OP ID CR CMCON-1	DATE (MM/DD/YYYY) 08/06/08
PRODUCER TCU Agency, LLC - Elkhart P O Box 374 Mishawaka IN 46546-0374 Phone: 800-772-8043 Fax: 574-206-8188		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED CM Construction Co Inc and CM Construction Co. Inc. 51793 SR 19 N Elkhart IN 46514		INSURERS AFFORDING COVERAGE INSURER A Indiana Insurance Company INSURER B INSURER C INSURER D INSURER E	NAIC # 22659

COVERAGES

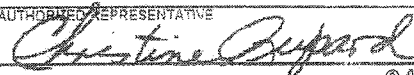
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER-ACC <input type="checkbox"/> LOSS	201570410	09/20/07	09/20/08	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100000 MED. EXP (Any one person) \$ 5000 PERSONAL & ADJ. INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	201570410	09/20/07	09/20/08	COMBINED SINGLE LIMIT (EA accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENT ON \$ 10000	201570410	09/20/07	09/20/08	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS BELOW OTHER	201570410	09/20/07	09/20/08	<input checked="" type="checkbox"/> WITH STATE LIMITS <input type="checkbox"/> OTHER E1 EACH ACCIDENT \$ 500000 E1 DISEASE - EA EMPLOYEE \$ 500000 E1 DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Add'l Insured: F.A.Wilhelm Construction Co Inc & Wilhelm Construction Inc & their respective affiliates, subsidiaries, officers, directors, employees & representatives; and City of South Bend, Board of Public Works & its representatives & assignees and the Trustees Fink, Roberts & Petrie Inc and its consultants. Gen liability is primary & noncontributory.

CERTIFICATE HOLDER**CANCELLATION**

WILHELM Wilhelm General Contractors Insurance Dept. PO Box 516 Indianapolis IN 46206	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/06/2008

PRODUCER (800)814-2122 FAX (574)236-6399
GIBSON INSURANCE GROUP
P O Box 610, Plymouth IN 46563
or P O Box 11177
South Bend, IN 46634-0177

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Crane Industrial Service Co., Inc
11035 Anderson Road
Granger, IN 46530

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Colony Insurance Company
INSURER B: ACUITY
INSURER C: Cincinnati Insurance Co.
INSURER D: American Home Insurance
INSURER E:

10677

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	AR5360590	12/01/2007	12/01/2008	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY	K53245	12/01/2007	12/01/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
C		EXCESS/UMBRELLA LIABILITY	XS4969385	12/01/2007	12/01/2008	EACH OCCURRENCE \$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$ 0				\$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC3426462	12/01/2007	12/01/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Job: Eddy Street Garage

CERTIFICATE HOLDER

F. A. Wilhelm Construction Co., Inc.
Attn: Joe Seufert
3914 Prospect Street
Indianapolis, IN 46203

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Gibson Ins Agency/BARBP

Gibson Insurance Agency, Inc.

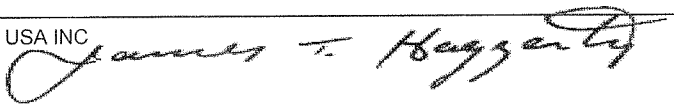
IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

<h1 style="margin: 0;">MARSH</h1>		<h2 style="margin: 0;">CERTIFICATE OF INSURANCE</h2>			ISSUE DATE 08/06/2008	
PRODUCER MARSH USA INC. ONE STATE STREET HARTFORD, CT 06103-3187			This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.			
			COMPANIES AFFORDING COVERAGE			
			Company A Hartford Fire Insurance Co			
INSURED OTIS ELEVATOR COMPANY ONE FARM SPRINGS ROAD FARMINGTON, CT 06032			Company B Ins Co of the State of PA			
			Company C Illinois National Ins Co.			
			Company D National Union Fire Ins Co Pa			
			Company E New Hampshire Insurance Co			
COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.						
CO LT	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE	EXPIRATION	LIMITS OF LIABILITY	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Owners' and Contractors' Protection <input type="checkbox"/> <input type="checkbox"/> General Aggregate Limit applies per: <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Location	02CSET10004 \$2,000,000 general aggregate per location/project \$10,000,000 policy general aggregate	04/01/2008	04/01/2009	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE \$ 300,000 MEDICAL EXPENSE \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Automobile <input type="checkbox"/> All Owned Automobiles <input type="checkbox"/> Scheduled Automobiles <input type="checkbox"/> Hired Automobiles <input type="checkbox"/> Non-owned Automobiles <input type="checkbox"/>	02CSET10000 (A/O) 02CSET10019 (HI) Hartford Underwriters Ins	04/01/2008	04/01/2009	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMPREHENSIVE COLLISION	
B C D E	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	1928748(MA), 1928751(CA) 1928750(FL) 1928752(CT ex.SIR \$2,500,000) 1928742 1928744 1928745(MN) 1928746(TX) 1928749(NJ) (F) American Int'l South Ins Co 1928743 1928747(OR)	04/01/2008	04/01/2009	WC Statutory Limit <input checked="" type="checkbox"/> Other <input type="checkbox"/> \$ EL EACH ACCIDENT \$ 1,000,000 EL DISEASE (Each employee) \$ 1,000,000 EL DISEASE (Policy Limit) \$ 1,000,000	
A	EXCESS LIABILITY <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	02HUT10021	04/01/2008	04/01/2009	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000	
A	O & C P Owners' and Contractors' Protective	02CSET31000	04/01/2008	04/01/2009	Occurrence \$ 2,000,000 Aggregate \$ 2,000,000 \$ \$ \$	
This certificate only applies to C197108 Eddy Street Commons Ph-II Parking Garage, 1200 Edison Road, South Bend, IN F.A. Wilhelm Construction Co., Inc. , Wilhelm Construction, Inc. , and the respective affiliates, subsidiaries, officers, directors, employees and representatives, City of South Bend, Board of Public Works and its representatives and assignees, and trustees, Fink, Roberts & Petrie, Inc. and its consultants. is named insured on the OCP and the insurance policies include a waiver of subrogation, both to the extent required by contract with OTIS ELEVATOR COMPANY.						
CERTIFICATE HOLDER Wilhelm General Contractors 3914 Prospect Street Indianapolis, IN 46203			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT A FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUER, COMPANY, ITS AGENTS OR REPRESENTATIVES.			
			MARSH USA INC BY: 			
			Page 1 of 3			
			Certificate ID # 6RYKUTXY			

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY CERTIFICATE OF COVERAGE



OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE is provided by the insurance company of the Hartford shown below; is provided on behalf of the Designated Contractor scheduled hereon; and consists of:

- A. This Certificate of Coverage.
- B. Owners and Contractors Protective Liability Coverage Form; and
- C. Any Endorsements issued to be a part of the Owners and Contractors Protective Liability Coverage Form and listed below:

Insurer: Hartford Fire Insurance Co
HARTFORD, CT 06115

Policy Number: 02CSET31000
Previous Policy Number: NEW

Issued to Named Insured and Mailing Address:
Wilhelm General Contractors
3914 Prospect Street
Indianapolis, IN 46203

Designated Additional Insureds:

F.A. Wilhelm Construction Co., Inc. , Wilhelm Construction, Inc. , and the respective affiliates, subsidiaries, officers, directors, employees and representatives, City of South Bend, Board of Public Works and its representatives and assignees, and trustees, Fink, Roberts & Petrie, Inc

Coverage Period: 04/01/2008 to 04/01/2009 12:01 a.m., standard time at your mailing address shown above.
(Coverage Period means the period beginning with the inception date coverage is provided for the project specified herein and ending with the earlier of cancellation of coverage, expiration of coverage or completion of the project)

Designated Contractor and Mailing Address:

OTIS ELEVATOR COMPANY
ONE FARM SPRINGS ROAD
FARMINGTON, CT 06032

Location of Covered Operations:

Eddy Street Commons Ph-II Parking Garage
1200 Edison Road
South Bend, IN

Contract Number: C197108

LIMITS OF INSURANCE

The Limits of Insurance, subject to all the terms of this Owners and Contractors Protective Liability Coverage Form that apply, are:

Each Occurrence Limit 2,000,000

Aggregate Limit 2,000,000

Premium: Included as part of the total Coverage Part premium, which is the responsibility of the Designated Contractor.

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Owners and Contractors Protective Liability Coverage Form: HS 77 78 01 00

Issue Date: 08/06/2008

Policy Number: Hartford Fire Insurance Effective Date: 04/01/2008



Name Insured and Address:
Wilhelm General Contractors
3914 Prospect Street
Indianapolis, IN 46203

Revision No:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF OWNERS AND CONTRACTORS
PROTECTIVE LIABILITY CERTIFICATE OF COVERAGE**

Policy change effective date:

Owners and Contractors Protective Liability Certificate of Coverage (Form HS 7871)
Contract No. C197108

It is agreed that this endorsement modifies the Owners and Contractors Protective Liability Certificate of Coverage
Contract specified above as follows:

Designated Additional Insured CONTINUED:

. and its consultants.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

07/24/2008

PRODUCER (765)452-8276 FAX (765)454-6442
 Miles & Finch, Inc.
 P. O. Box 2224
 Kokomo, IN 46904-2224

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Edward J White, Inc.
 1011 S Michigan Street
 South Bend, IN 46601

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Selective Insurance Company

12572

INSURER B: Accident Fund Company

INSURER C: Selective Bond Company

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	S1737402	08/27/2008	08/27/2009	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	S1737402	08/27/2008	08/27/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY	S1737402	08/27/2008	08/27/2009	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 10,000,000
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCV5014165	08/27/2008	08/27/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: Eddy Street Commons-Ph II, parking garage- South Bend IN

FA Wilhelm Const Co, Inc, and Wilhelm Const, Inc. and their respective affiliates, subsidiaries, officers, directors, employees and representatives and City of South Bend, Board of Public Works and its representatives and assignees and the Trustees and Fink, Roberts & Petrie, Inc. and its consultants are listed as additional insureds; Leased / Rented / Borrowed equipment \$50,000

CERTIFICATE HOLDER

F A Wilhelm Construction Company Co., Inc.
 Wilhelm Construction, Inc.
 c/o Insurance Dept
 PO Box 516
 Indianapolis, IN 46206

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Brett Cain/SI

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID 56 MISCO-3	DATE (MM/DD/YYYY) 07/17/08
PRODUCER Hylant of Indiana, LLC 6714 Pointe Inverness Way #100 Ft. Wayne IN 46804 Phone: 260-969-3900 Fax: 260-969-3999		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED MISCOR Group, Ltd.; Magnetech See Note for Complete Named Insured 1125 S Walnut South Bend IN 46619		INSURERS AFFORDING COVERAGE INSURER A Tokio Marine & Fire Ins Ltd INSURER B INSURER C INSURER D 9421 INSURER E	NAIC # 12904

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	CPP445044700	08/09/07	08/09/08	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A		AUTOMOBILE LIABILITY	CA445044600	08/09/07	08/09/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS							
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$
							\$
A		EXCESS/UMBRELLA LIABILITY	CU445044800	08/09/07	08/09/08	EACH OCCURRENCE	\$ 10,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 10,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$10,000					\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC1420927	08/09/07	08/09/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Eddy Street Commons Phase II Parking Garage

CERTIFICATE HOLDER

F.A. Wilhelm Construction Company 3914 Prospect Street Indianapolis IN 46203	FAWIL-1
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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	AUTHORIZED REPRESENTATIVE Hylant of Indiana, LLC
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NOTEPAD:

INSURED'S NAME MISCOR Group, Ltd.; Magnetech

MISCO-3

PAGE 3

OP ID 56

DATE 07/17/08

Named Insured:

MISCOR Group, Ltd.

Magnetech Integrated Services

Magnetech Industrial Services

Martell Electric, LLC

HK Engine Components

Magnetech Power Services LLC

American Motive Power, Inc.

Client#: 9750

KREABRO

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
7/29/08

PRODUCER

MJ Insurance, Inc.
PO Box 50435
Indianapolis, IN 46250-0435
317 805-7500

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Kreager Brothers Excavating, Inc.
P.O. Box 80187
Fort Wayne, IN 46898

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Bituminous Insurance Companies

0

INSURER B:

INSURER C:

INSURER D:

INSURER E:

RECEIVED
BY *[Signature]* DATE *[Signature]*

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2,500 PD DED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	CLP3253891	06/01/08	06/01/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> OWNED DED <input checked="" type="checkbox"/> HIRED DED	CAP3522198 \$40,000 HIRED CAR PD LIMIT \$1,000 COMP & \$100 COMP &	06/01/08	06/01/09 COLL \$1000 COLL	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CUP2583470	06/01/08	06/01/09	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
A	N	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC3522199 3A-IN 3C-OTHER STATES INS. EXCEPT HI,NH,NJ,ND,OH,WA,	06/01/08	06/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A		OTHER RENTED & LEASED EQUIPMENT DEDUCTIBLE	CLP3253891 1%-\$1,000 MIN	06/01/08	06/01/09	\$375,000 PER ITEM \$650,000 PER OCCURRENCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*EXCEPT 10 DAYS WRITTEN NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM

RE: Eddy Street Commons Phase II Parking Garage, South Bend IN-FAW#9421.

The Certificate Holder and Wilhelm Construction Inc. and their respective affiliates, subsidiaries, officers, directors, employees and (See Attached Descriptions)

CERTIFICATE HOLDER

F.A. Wilhelm Construction
Co., Inc.
P.O. Box 516
3914 Prospect Street
Indianapolis, IN 46206

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Anthony R. Baumgardner

DESCRIPTIONS (Continued from Page 1)

representatives (Contractor) and City of South Bend, Board of Public Works and its representatives and assignees and the Trustees (Owner) and Fink, Roberts & Petrie, Inc. and its consultants (Architect) are included as Additional Insured on General Liability (GL3088 01/06 & GL4382 12/04) and Auto Liability as required by written, signed contract or as stated within the Additional Insured form. Umbrella is follow form regarding Additional Insured. General Liability and Auto Liability are primary and non contributory. Waivers of Subrogation in favor of the Additional Insured apply to General Liability, Auto Liability and Workers Compensation.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/24/2008

PRODUCER (260) 424-5600 FAX: (260) 422-5801

The DeHayes Group
5150 W. Jefferson Blvd.
Fort Wayne, IN 46804

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC#

INSURED

Fort Wayne Reinforcing, Inc.
4483 County Road 19
Auburn, IN 46706

INSURER A: Selective Insurance Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

JUL 28 2008

FA WILHELM

CONSTRUCTION CO., INC

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	S1817216	6/1/2008	6/1/2009	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:					
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	S1817216	6/1/2008	6/1/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS							
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS/UMBRELLA LIABILITY	S1817216	6/1/2008	6/1/2009	EACH OCCURRENCE	\$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC7934744	6/1/2008	6/1/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		E.L. EACH ACCIDENT				\$ 500,000	
If yes, describe under SPECIAL PROVISIONS below		E.L. DISEASE - EA EMPLOYEE				\$ 500,000	
		E.L. DISEASE - POLICY LIMIT				\$ 500,000	
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Project: Eddy Street Commons Ph-II Parking Garage - South Bend, IN
Additional Insureds: F.A. Wilhelm Construction Co., Inc. and Wilhelm Construction, Inc and their respective affiliates, subsidiaries, officers, directors, employees and representatives and City of South Bend, Board of Public Works and its representatives and assignees and the Trustees and Fink, Roberts & Petrie, Inc. and its consultants

CERTIFICATE HOLDER

Wilhelm Construction
C/O Insurance Dept
PO Box 516
Indianapolis, IN 46206

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

David Relue/EMILY

David Relue

COMMENTS/REMARKS

holder subject to the conditions of the blanket waiver of transfer of rights of recovery provision.



FAW Job No. 9421

F.A. WILHELM CONSTRUCTION CO., INC
EDDY STREET COMMONS PHASE II PARKING GARAGE - SOUTH BEND, IN
SCHEDULE OF WAGES

7/16/08

	Base	All Frng & Trng	Total Cost
South Bend			
18 (BRICKLAYERS)			
Journeyman	27.00	11.77	38.77
Foreman	28.50	11.77	40.27
nedc (CARPENTERS)			
Journeyman	25.19	11.64	36.83
Foreman	26.69	11.64	38.33
645 (LABORERS)			
Journeyman	19.58	10.07	29.65
Foreman	20.28	10.07	30.35
645 (HODCARRIERS)			
Journeyman	20.08	10.07	30.15
Foreman	20.78	10.07	30.85
150b (OPERATORS)			
Journeyman	24.40	14.10	38.50
101s (CEMENT FINISHERS)			
Journeyman	24.00	11.33	35.33
Foreman	25.00	11.33	36.33
292 (IRONWORKERS)			
Journeyman	23.50	16.96	40.46
Foreman	24.68	16.96	41.64

Little Game Hunter's, INC.™



Phone: 219/736-0800

9119 Indiana Place, Merrillville, IN 46410

Fax: 219/736-7378

CERTIFICATE OF INSURANCE

August 7, 2008

**Wilhelm General Contractors
3914 Prospect St.
Indianapolis, IN 46203**

ATTN: Joe Seufert, Project Manager

FROM: Char Lewis, Office Mgr.

**RE: Prevailing Wage Rate – Eddy Street Commons Parking Garage
South Bend, IN**

The Prevailing Wage Rate for the above mentioned project is:

**Hourly: \$ 20.58 plus Fringes: \$ 8.98 = \$ 29.56. Pest Control
Technicians are under the “Skilled Laborer” classification.**

Thank you.

CM Construction Company, Inc.

51793 SR 19 North
Elkhart, IN 46514

574-262-0058
Fax 574-262-0001

08/06/2008

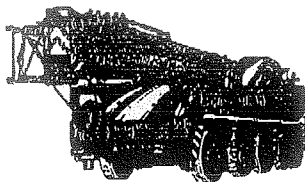
SCHEDULE OF WAGES

Wage Package for Bricklayers

Total base rate:	\$27.00 per hour
Employee Deductions :	3% of total package
Employer Contributions:	\$11.60 per hour
Total Package:	\$38.60 per hour
Foreman Rate:	\$1.50 per hour

Wage Package for Mason Tenders

Total base rate:	\$20.08 per hour
Employee Deductions:	3% of gross wages plus .01 per hour
Employer Contributions:	\$10.07 per hour
Total Package:	\$30.15 per hour
Foreman Rate:	\$1.00 per hour



CRANE INDUSTRIAL SERVICE CO., INC.

11035 Anderson Road
Granger, Indiana 46530

Office (574) 272-5388
(574) 679-4464
Toll Free (866) 896-4745
Fax (574) 272-5363

SCHEDULE OF WAGES:

Ironworker: **\$23.50 base + \$16.96 fringes**

Crane Operator: **\$24.60 base + \$28.55 fringes**

**(new rate still being negotiated for operators,
which would have been from 6/1/08)**

Otis Elevator Company
3765 Broadmoor Ave Suite J



Otis

A United Technologies Company

Grand Rapids, MI. 49512

Trade: Elevator Constructors
Subject: Schedule of Wages

	REGULAR TIME			OVERTIME (2) PREMIUM ONLY		
	Foremen	Mechanic	Helper	Foreman	Mechanic	Helper
WAGES						
Base Wage Rate	47.838	\$ 42.53	\$ 34.02	\$ 47.84	\$ 42.53	\$ 34.02
Vacation Fund	4.09	\$ 3.63	2.91		\$ -	\$ -
Other: Travel Allowance	3.83	\$ 3.40	2.72		\$ -	\$ -
Wages:	55.75	\$ 49.56	\$ 39.65	\$ 47.84	\$ 42.53	\$ 34.02
TAXES						
FICA	17.00%	\$ 9.48	\$ 8.42	\$ 6.74	\$ 8.13	\$ 7.23
FUI	0.08%	\$ 0.45	\$ 0.40	\$ 0.32	\$ 0.38	\$ 0.27
SUI	4.40%	\$ 2.45	\$ 2.18	\$ 1.74	\$ 2.10	\$ 1.50
Taxes:	\$ 12.38	\$ 11.00	\$ 8.80	\$ 10.62	\$ 9.44	\$ 7.55
FRINGES						
Health Benefit Plan	\$ 9.36	\$ 9.36	\$ 9.36		\$ -	\$ -
Pension Plan	\$ 5.10	\$ 5.10	\$ 5.10		\$ -	\$ -
Apprenticeship/Education	\$ 0.64	\$ 0.64	\$ 0.64		\$ -	\$ -
401(k) Annuity	\$ 2.13	\$ 2.13	\$ 2.13		\$ -	\$ -
Work Preservation Fund	\$ 0.21	\$ 0.21	\$ 0.21		\$ -	\$ -
Employee Health	\$ 0.04	\$ 0.04	\$ 0.04		\$ -	\$ -
Fringes:	\$ 17.48	\$ 17.48	\$ 17.48		\$ -	\$ -
INSURANCE / MISC						
Workmens Compensation	\$ 7.19	\$ 6.40	\$ 5.12	\$ 5.88	\$ 5.23	\$ 4.18
General Liability Insurance	\$ 2.24	\$ 1.99	\$ 1.59	\$ 0.16	\$ 0.14	\$ 0.11
Umbrella Insurance	\$ 1.11	\$ 0.99	\$ 0.79	\$ 0.09	\$ 0.08	\$ 0.06
General Tooling / Vehicles	\$ 8.61	\$ 7.65	\$ 6.12			
Safety Training / Equipment	\$ 5.74	\$ 5.10	\$ 4.08			
Admin	\$ 8.00	\$ 8.00	\$ 8.00			
Ins/Misc:	\$ 32.89	\$ 30.13	\$ 25.70	\$ 6.13	\$ 5.45	\$ 4.36
Total Hourly Rate:	\$ 118.50	\$ 108.17	\$ 91.63	\$ 64.59	\$ 57.42	\$ 45.93

Edward J. White, Inc.

Plumbing • Heating • Air Conditioning • Boilers
Commercial • Residential • Industrial



August 5, 2008

F.A. Wilhelm Construction Co., Inc.
Attn: Joe Seufert
3914 Prospect Street
Indianapolis, IN 46203

Re: Eddy Street Commons Parking Garage

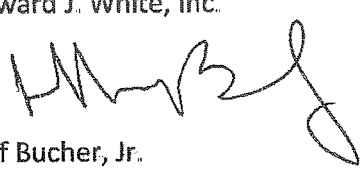
Dear Mr. Seufert:

Edward J. White, Inc. is signatory to the contract between the St. Joseph Valley PHCC, Inc. and the Plumbers & Pipefitters Local 172 Union. This wage package is the current prevailing wage for work in St. Joseph County, Indiana. Our schedule of wages for this project is:

	<u>Wages</u>	<u>Fringe Benefits</u>	<u>Total Package</u>
Journeyman	\$29.85	\$13.02	\$42.87
Foreman	\$32.24	\$13.02	\$45.26
Apprentice 1 st Yr.	\$13.45	\$13.02	\$26.47
Apprentice 2 nd Yr.	\$14.95	\$13.02	\$27.97
Apprentice 2 ½ Yr.	\$17.90	\$13.02	\$30.92
Apprentice 3 rd Yr.	\$19.40	\$13.02	\$32.42
Apprentice 3 ½ Yr.	\$20.90	\$13.02	\$33.92
Apprentice 4 th Yr.	\$22.40	\$13.02	\$35.42
Apprentice 4 ½ Yr.	\$23.90	\$13.02	\$36.92
Apprentice 5 th Yr.	\$26.90	\$13.02	\$39.92

Respectfully submitted,

Edward J. White, Inc.


Jeff Bucher, Jr.
Vice-President



1011 South Michigan Street • South Bend, IN 46601
Phone: (574) 289-6351 • Fax: (574) 289-3755
Licensed – Bonded – Insured IN License #CP81021273



Turn to the Experts

MARTELL

ELECTRIC LLC

CONTRACTORS & ENGINEERS

WAGES: Effective

8/06/07

6/02/08

CLASSIFICATION:

CODE

JOURNEYMAN			1	\$ 28.83	\$ 30.00
WORKING FOREMAN	+10% Above Journeyman Rate		1-B	31.71	33.00
GENERAL FOREMAN	+15% Above Journeyman Rate		1-C	33.15	34.50

CERTIFIED WELDER +5% Above Journeyman Rate

Where a jobsite requires a certified welder, those employees performing the required certified welding will be paid at a rate of 5% above journeyman scale.

APPRENTICES:

Six Periods	OJT Hours	Related Training			8/06/07	6/02/08
1	0-1000	Start Apprenticeship	40%	6-1	\$ 11.53	\$ 12.00
2	1000-2000	Satisfactory Progress	45%	6-2	12.97	13.50
3	2000-3500	1 st Yr. School Comp.	55%	6-3	15.86	16.50
4	3500-5000	2 nd Yr. School Comp.	65%	6-4	18.74	19.50
5	5000-6500	3 rd Yr. School Comp.	75%	6-5	21.62	22.50
6	6500-8000	4 th Yr. School Comp.	85%	6-6	24.51	25.50

BENEFITS & CONTRIBUTIONS:

Effective:

8/06/07

6/02/08

NEBF	3.00%	of gross	3.00%	of gross
Health & Welfare	\$ 6.10	per hr.	\$ 6.54	per hr.
* Pension Journeyman	3.50	per hr.	3.60	per hr.
Foreman + 10%	3.85	per hr.	3.96	per hr.
Gen. Foreman + 15%	4.03	per hr.	4.14	per hr.
Apprentices:				
3 rd period 55%	1.93	per hr.	1.98	per hr.
4 th period 65%	2.28	per hr.	2.34	per hr.
5 th period 75%	2.63	per hr.	2.70	per hr.
6 th period 85%	2.98	per hr.	3.06	per hr.
* Annuity	3.50	per hr.	3.60	per hr.
Apprenticeship	.38	per hr.	.38	per hr.
LMCC/NLMCC	.05	per hr.	.05	per hr.
DUES (DEDUCT)	3.00%	of gross	3.00%	of gross
COPE (DEDUCT)	.10	per hr.	.10	per hr.
Employee voluntary authorization required for COPE				
Administrative Fund	.12	per hr.	.12	per hr.
NECA	.50%	of gross	.50%	of gross

- * Under 3rd Period Apprentices: DO NOT PAY: PENSION AND ANNUITY.
3rd period Apprentices and above: PAY ALL Fringes, Contributions and Local Union Dues.

INNOVATIVE ELECTRICAL SOLUTIONS

1904 N. KENMORE STREET SOUTH BEND, IN 46628
PHONE 574-245-4640 FAX 574-245-4660

www.martellelectric.com



The undersigned contractor or subcontractor hereby certifies, pursuant to the requirements of IC 5-16-7, that the following schedule of wages correctly sets forth the rate of wages per hour which will be paid to all laborers, workmen and mechanics employed by the undersigned in the performance of work on the above referenced project, and that all such wage rates equal or exceed the prevailing scale of wages per hour being paid in the immediate locality of said project for each such class of work, as fixed and determined under the provisions of IC-5-16-7, as of date at least two weeks prior to the date fixed for the letting of contracts for such project, which wages as determined are also contained in and form a part of the specifications and contract documents for said project.

Amy E. Waggoner
Amy E. Waggoner, Payroll

8/4/2008



Fort Wayne Reinforcing, Inc.

4483 CR RD 19
Auburn IN, 46706

Phone: 260-925-0609
Fax : 260-925-4480

August 6, 2008

FA Wilhelm Construction Co., Inc.
3914 Prospect Street
Indianapolis, Indiana 46206

Re: 9421 Eddy St. Garage Project

Attached are our wage rates for the above-referenced job :

	Hourly Rate	Fringes	Total
Journeyman:	\$ 23.50	\$16.96	\$40.46
Foreman:	\$ 24.68	\$16.96	\$41.64
Gen. Foreman:	\$ 27.67	\$16.96	\$44.63

If you have any questions, please feel free to contact me.

Sincerely,

Rachel Voirol
Controller
Fort Wayne Reinforcing, Inc.