

CITY OF SOUTH BEND, INDIANA CONTRACTOR'S BID FOR PUBLIC WORK

Project Name MOMENTUM SITE IMPROVEMENTS

Project No. 124-018

For Bids Due OCTOBER 22, 2024

PART I

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

Date: 10/22/2024 Bidder (Firm): Panzica Building Corporation

Address: 416 E. Monroe, Suite 320

City/State/Zip: South Bend, IN 46601 Telephone Number: (574) 220-8366

Agent of Bidder (if Applicable): N/A

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of:

Momentum Site Improvements - Project No. 124-018

the City of South Bend, Indiana, in accordance with plans and specifications prepared by:

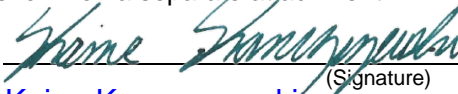
Troyer Group

and dated 10.22.24 (Bid Set) for the sum of (enter the Total Bid as shown on the Proposal)

Six Hundred Twenty One Thousand and Two Hundred Dollars (\$ 621,200.00)

(Enter sum of Total Base Bid plus Alternates shown on Proposal) (Numerical)

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page. If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the City of South Bend. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

By 
(Signature)

Kaine Kanczuzewski

(Printed Name of Person Signing)

ACCEPTANCE

The above bid is accepted this _____ day of _____ 20 _____

Subject to the following conditions: _____

BOARD OF PUBLIC WORKS

Elizabeth A. Maradik, President

Joseph R. Molnar, Vice President

Gary A. Gilot, Member

Breana N. Micou, Member

Murray L. Miller, Member

Attest: Theresa Heffner, Clerk

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, JAMES MUELLER, MAYOR
BOARD OF PUBLIC WORKS

Date: October 8, 2024
To: All Planholders
From: Theresa Heffner, Clerk, Board of Public Works
Subject: Addendum Number: 1
Project Name: Momentum TIF Project – Site Work
Project Number: 124-018

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

Date Received: 10/08/2024

This addendum is being forwarded to you for the above referenced project.

**Please sign below and acknowledge receipt of this Addendum
by including with your electronic bid submission.**

THIS ADDENDUM MAY AFFECT YOUR BID.

Notes:

The attached documents are hereby added to the Specifications and Contract Documents and become a part of herein.

Company: Panzica Building Corporation

Authorized Signature: *Theresa Heffner*

Date: 10/17/24

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 JAMES MUELLER, MAYOR
BOARD OF PUBLIC WORKS

Date: October 15, 2024
To: All Bidders
From: Theresa M. Heffner, Clerk, Board of Public Works
Subject: Addendum Number: 2

Project Name: Momentum Site Improvements
Project
Number: 124-018

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

Date Received: 10/16/2024

This addendum is being forwarded to you for the above referenced project.

Please sign below and acknowledge receipt of this Addendum by faxing this sheet to the Board of Public Works at (574) 235-9171. A copy MUST also be included with your bid package upon submittal.

THIS ADDENDUM MAY AFFECT YOUR BID.

Note:

The attached documents are hereby added to the Specifications and Contract Documents and become a part of herein.

Company: Panzica Building Corporation

Authorized Signature: *Shirine Shamsipour*

Date: 10/17/2024

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, JAMES MUELLER, MAYOR
BOARD OF PUBLIC WORKS

Date: October 18, 2024
To: All Planholders
From: Theresa Heffner, Clerk, Board of Public Works
Subject: Addendum Number: 3
Project Name: Momentum TIF Project – Site Work
Project Number: 124-018

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

Date Received: 10/18/2024

This addendum is being forwarded to you for the above referenced project.

**Please sign below and acknowledge receipt of this Addendum
by including with your electronic bid submission.**

THIS ADDENDUM MAY AFFECT YOUR BID.

Notes:

The attached documents are hereby added to the Specifications and Contract Documents and become a part of herein.

Company: Panzica Building Corporation

Authorized Signature: *Theresa Heffner*

Date: 10/21/2024

II. PRE-QUALIFICATION CHECKLIST (FOR BIDDERS THAT ARE NOT PRE-QUALIFIED)

(a) Acknowledgements:

- (i) By checking this box, I hereby acknowledge that I am not a pre-qualified bidder with the City of South Bend.
- (ii) By checking this box, I hereby acknowledge that the City reserves the right to request supplemental information, additional verification of any information provided, and may also conduct random inquiries of my current and prior customers. The City reserved the right to utilize all information provided in this submission and all information obtained in inquiries or requests to determine if a bidder is responsive and responsible. Additionally, I acknowledge that all information provided to the City shall be regarded as public records.
- (iii)
N/A By checking this box, I hereby acknowledge that copies of all Applicable apprenticeship certificates or standards for training programs applicable to the work performed on the project may be requested at any time and shall be furnished upon request.
- (iv) By checking this box, I hereby acknowledge and ensure that I and all sub-contractors, from whom I have accepted a bid and/or intend to hire to perform work on the public work project, are properly licensed. Furthermore, I acknowledge my understanding that it is my responsibility to ensure that all sub-contractors have the necessary licenses to undertake the work called for in this bid. If a sub-contractor loses their license at any point, it is the responsibility of that sub-contractor to notify the City.
- (v)
N/A By checking this box, I hereby acknowledge that apprenticeship and training programs that I participate in have graduated at least five (5) apprentices in each of the past five (5) years.
- (vi) By checking this box, I hereby acknowledge that all subcontractors performing work greater than \$250,000 also meet the qualifications of the Responsible Bidder Ordinance.

(b) Attachments:

- Pg. 7 (i) Indiana Secretary of State's on-line records (ie. Business verification) dated within sixty (60) days of the submission of said document showing that business is in existence, current with the Indiana Secretary of State's Business Entity Report, and eligible for a certificate of good standing. (Not applicable to individuals, sole proprietors or partnerships).
- Pg. 8 (ii) List identifying all former business names.
- Pg. 8 (iii) Any determinations by a court or governmental agency any violations of federal state, or local laws including, but not limited to, violations of contracting or antitrust laws, tax or licensing laws, environmental laws, Occupational Safety and Health Act (OSHA), or federal Davis-Bacon and related Acts, within the preceding five (5) years.
- Pg. 8 (iv) Statement about staffing capabilities, including labor sources. This statement indicates and ensures I have sufficient employees on staff to complete the work I am bidding on OR outlines how I intend to meet the staffing needs of the work.
- Pg. 8 (v) Statement that individuals who will perform work on the public work project on my behalf will be properly classified as an employee or as an independent contractor under all applicable state and federal laws and local ordinances.
- (v)
N/A For every project, submit evidence of participation in apprenticeship and training programs, applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. This includes, but may not be limited to, letters from apprenticeship coordinators detailing the bidder's association with

the program, and the United States Department of Labor Office of Apprenticeship Certificates of Registration of Apprenticeship Programs for each type of work to be performed on the project.

- Pg. 10-30 (vi) ✓ Copy of a written plan for employee drug testing that covers all of my employees who will perform work on the public work project and meets or exceeds the requirements set forth in IC 4-13-18-5 or IC 4-13-18-6.
- Pg. 31 (vii) ✓ Evidence that I am utilizing a surety company which is on the Bureau of Fiscal Service "Department of Treasury's Listing of Approved Sureties" as required in the bid specifications or contract.
- Pg. 8 (viii) ✓ Written statement of any federal, state or local tax liens or tax delinquencies owed to any federal, state or local taxing body in the preceding three years.
- Pg. 8 (ix) ✓ List of projects of similar size and scope of work performed in all areas, including the State of Indiana, within three (3) years prior to the date on which the bid is due.

Date: 10/17/24


(Sign Here)

Kaine Kanczuzewski
(Print Name Here)

Panzica Building Corporation
(Name of Company)

416 E. Monroe Street, Suite 320
(Address of Company)

South Bend
(City)

Indiana
(State)

574-220-8366
(Telephone Number)

BUSINESS INFORMATION
DIEGO MORALES
INDIANA SECRETARY OF STATE
10/14/2024 10:18 AM

Business Details

Business Name: **PANZICA BUILDING CORPORATION** Business ID: **197602-233**
Entity Type: **Domestic For-Profit Corporation** Business Status: **Active**
Creation Date: **02/10/1976** Inactive Date:
Principal Office Address: **416 E MONROE ST, SUITE 320, SOUTH BEND, IN, 46601 - 2360, USA** Expiration Date: **Perpetual**
Jurisdiction of Formation: **Indiana** Business Entity Report Due Date: **02/28/2026**
Years Due:

Governing Person Information

Title	Name	Address
Secretary	Thomas C Panzica	416 East Monroe Street, Suite 320, South Bend, IN, 46601, USA
President	Philip E Panzica	416 East Monroe Street, Suite 320, South Bend, IN, 46601, USA
Treasurer	William A Panzica	416 East Monroe Street, Suite 320, South Bend, IN, 46601, USA

Registered Agent Information

Type: **Individual**
Name: **WILLIAM A. PANZICA**
Address: **416 E MONROE ST, SUITE 320, SOUTH BEND, IN, 46601, USA**

Prequalification Checklist – Attachments

ii. List identifying all former business names

- Panzica Construction Inc. – 2-10-1976 – 7-7-1989
- Panzica Building Corporation – 7-7-1989 – Present

iii. Any determinations by a court or governmental agency any violations of federal state, or local laws.

- None

iv. Statement about staffing capabilities, including labor sources. This statement indicates and ensures I have sufficient employees on staff to complete the work I am bidding on OR outlines how I intend to meet the staffing needs of the work.

- We have adequate staff to complete the project.

v. Statement that individuals who will perform work on the public work project on my behalf will be properly classified as an employee or as an independent contractor under all applicable state and federal laws and local ordinances.

- All staff of Panzica Building Corporation are employees and not independent contractors.

viii. Written statement of any federal, state or local tax liens or delinquencies owed in the preceding 3 years.

- Panzica Building Corporation has no liens or delinquencies during this period.

Similar Projects Completed in Past 3 Years

1. Three Twenty at the Cascade

\$19,511,584 Project Value

New Mid-rise Building and Site Improvements for Mixed Use Condominiums.

2. Beacon Nappanee Clinic

\$5,144,644 Project Value

New Building and Site Improvements for Medical Clinic.

3. Beacon Dunlap Outpatient Center

\$7,178,277 Project Value

New Building and Site Improvements for Medical Clinic and Outpatient Services.

4. Beacon Granger Hospital - MRI Addition

\$2,862,057 Project Value

Addition and Site Improvements for New MRI Center.

- 5. Beacon Ambulatory Surgery Center**
\$14,410,785 Project Value
New Building and Site Improvements for New Surgery Center.
- 6. Beacon Corporate Services**
\$12,466,877 Project Value
New Building and Site Improvements for Medical System Corporate Offices.
- 7. The Portage School of Leaders – Career Academy of South Bend**
\$12,650,000 Project Value
New Additions, Interior Renovation, and Site Improvements for New School.
- 8. The Cascade Restaurant – Navarre Hospitality**
\$1,500,000 Project Value
Interior Buildout and Site Improvements for New Restaurant.
- 9. Career Academy Expansion – 3919 Annex Building**
\$1,273,000 Project Value
Interior Remodel, Buildout and Site Improvements for School.
- 10. Career Academy South Bend – Welding Shop Renovation**
\$671,150 Project Value
Interior Renovation and Site Improvements for Welding Shop at School.
- 11. Career Academy South Bend – P.E. Athletic Field**
\$418,608 Project Value
Site Improvements for New P.E. Athletic Field at School.
- 12. Success Academy South Bend at Boys & Girls Club**
\$2,198,402 Project Value
Interior Remodel and Site Improvements for New School.
- 13. Jordan Lexus**
\$4,596,783 Project Value
Interior/ Exterior Remodel and Site Improvements for Auto Dealership.
- 14. Dr. Tiffany Szymarek Elkhart Ophthalmology**
\$666,648 Project Value
Interior Remodel for Ophthalmology Clinic.
- 15. Macri’s Bakery & Restaurant**
\$780,000 Project Value
Interior Remodel and Site Improvements for Bakery and Restaurant



CITY OF SOUTH BEND, INDIANA CONTRACTOR'S BID FOR PUBLIC WORK CHECKLIST FOR BIDDERS

Project Name MOMENTUM SITE IMPROVEMENTS
Project No. 124-018
For Bids Due OCTOBER 22, 2024

From time to time the South Bend Board of Public Works finds it necessary to reject a bid because it does not comply with statutory requirements. In preparing your bid, please use the following checklist in order to make sure that your bid is done in the proper manner.

- Pgs. 33-35 Proper bid security included. The bidder has the option of providing either a Certified Check or Bid Bond.
- Pg. 1 Bid prepared on the City of South Bend Contractor's Bid for Public Work Form, completely executed.
- Pgs. 58-60 Contractor's Non-Collusion and Non-Debarment Affidavit, Certification Regarding Investments with Iran, Employment Eligibility Verification, Non-Discrimination Commitment, and Certification of use of United States Steel Products or Foundry Products.
- Pgs. 63-END Proof of M/WBE Utilization Plans [MBE-1.0 and WBE-1.0]. Also provide Evidence of Good Faith Efforts Forms [MBE-2.0 and WBE-2.0] and M/WBE Contacted Forms [MBE-2.1 and WBE-2.1].
- Pgs. 2-3 Acknowledge Receipt of **3** Addendum(s) included with the bid.
- All required additional information is included with the bid.
- Proposal statements and other affidavits all signed by the proper party with name either printed or typed underneath signature.
- This checklist submitted with the Bid.

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Bidder: Panzica Building Corporation Date: 10/17/2024

By Authorized Representative:

Signature: *Kaine Kanczuzewski*

Print Name & Title: Kaine Kanczuzewski, Project Manager

AIA[®] Document A310[™] - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Panzica Building Corporation
416 E. Monroe Street Suite 320
South Bend, IN 46601

SURETY:

(Name, legal status and principal place of business)
Swiss Re Corporate Solutions Premier Insurance Corporation
1200 Main Street Suite 800
Kansas City, MO 64105

OWNER:

(Name, legal status and address)
City of South Bend
County-City Building, 227 West Jefferson Blvd
South Bend, IN 46601

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

BOND AMOUNT: Five Percent of the Amount of Bid----- (--5%--)

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

PROJECT:

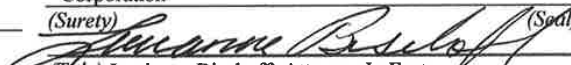
(Name, location or address, and Project number, if any)
Monument Site Improvements, Project No. 124-018 at 510 S. Main Street, South Bend, IN 46601

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

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

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

Signed and sealed this 22nd day of October, 2024.

	Panzica Building Corporation	
<i>(Witness)</i>	<i>(Principal)</i>	<i>(Seal)</i>
	<i>(Title)</i>	
	Swiss Re Corporate Solutions Premier Insurance Corporation	
	<i>(Surety)</i>	
<i>See Attached Jurat</i> <i>(Witness)</i>	 <i>(Title)</i> Lucianne Bischoff, Attorney In Fact	<i>(Seal)</i>

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

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Surety Company Acknowledgement

STATE OF ILLINOIS
COUNTY OF COOK SS:

On this 22nd day of October, 2024 before me personally appeared Lucianne Bischoff, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at Schaumburg, Illinois, that (s)he is the **Attorney in Fact** of Swiss Re Corporate Solutions Premier Insurance Corporation, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Courtney A. Flaska
Notary Public in and for the above County and State

My Commission Expires: 05/17/25



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ROBERT B. SCHUTZ, JAMES L. SULKOWSKI, CAROL A. DOUGHERTY, SHERENE L. HEMLER, MIKE POHL, JOHN E. ADAMS, GERALD C. OLSON,
KIRK LISKIEWITZ, COURNEY A. FLASKA, SAMAMTHA BRADTKE, LUCIANNE BISCHOFF, and CHRISTINE EITEL

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd day of October, 2024.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

PART II

(For projects of \$100,000 or more – IC 36-1-12-4)

These statements to be submitted under oath by each bidder with and as part of his/her/its bid.

Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

- Pg. 37 1. Attach information regarding projects your organization has completed for the period of one (1) year prior to the date of the current bid.
- Pg. 37 2. Attach a listing of public works projects currently in process of construction by your organization.
- Pg. 37 3. Attach information regarding any failure to complete any work awarded to you and the location thereof.
- Pg. 40 4. Attach references from private firms for which you have performed work.

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

- Pg. 38 1. Attach an explanation of your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the City of South Bend to consider your bid.)
- Pg. 37 2. Attach a listing of the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.
- Pg. 39 3. If you intend to sublet any portion of the work, attach the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the City of South Bend in the event that you subsequently determine that you will use a subcontractor on the proposed project.
- Pg. 39 4. Attach a listing of equipment you have available to use for the proposed project.
- Pg. 37 5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, attach an explanation for the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

Pgs. 41-57

Projects Completed in Past Year

- 1. The Portage School of Leaders – Career Academy of South Bend**
\$12,650,000 Project Value
Additions, Interior Remodel, and Site Improvements.

- 2. The Cascade Restaurant – Navarre Hospitality**
\$1,500,000 Project Value
Interior Buildout and Site Improvements.

- 3. Career Academy Expansion – 3919 Annex Building**
\$1,273,000 Project Value
Interior Remodel, Buildout and Site Improvements.

- 4. Success Academy South Bend at Boys & Girls Club**
\$2,198,402 Project Value
Interior Remodel and Site Improvements.

- 5. Jordan Lexus**
\$4,596,783 Project Value
Interior/ Exterior Remodel and Site Improvements

- 6. Dr. Tiffany Szymarek Elkhart Ophthalmology**
\$666,648 Project Value
Interior Remodel

- 7. Macri’s Bakery & Restaurant**
\$780,000 Project Value
Interior Remodel and Site Improvements

Public Works Projects Currently in Process

Panzica Building Corp. does not have any Public Works projects currently in progress

Failure to Complete Awarded Work

Panzica Building Corporation has not failed to complete any work awarded.

Public Works Projects Currently in Process

No public works projects are currently in process.

Attach an explanation of your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the City of South Bend to consider your bid.)

1. Upon award, release subcontractors and suppliers immediately, and issue subcontracts and purchase agreements for work.
 2. Provide a written project schedule for the project team, including subcontractors and suppliers.
 3. Provide material submittals and shop drawings within two-three weeks to Troyer Group for their review.
 4. Mobilize for selective 2024 Fall/ Winter work onsite, including Site demolition and concrete foundations. Complete 2024 portion of work and demobilize during Winter.
 5. Mobilize for 2025 portion of work in late February/ early March 2025.
 6. Provide supervision onsite and project manager in our office to manage Panzica Building Corp.'s work and multiple subcontractors and their work onsite.
 7. Coordinate work onsite with Panzica Building Corp.'s ongoing building renovation work for Momentum Development and Site utilities by utility contractors.
 8. Complete 2025 portion of work prior to Building substantial completion and occupancy on Friday, 5/2/25.
-

Material Quotes

Panzica has received quotations for all materials and were used to substantiate pricing with proposal using available information in Bid Documents.

Subcontractor's Used on Public Works Projects in Past 5 Years

Panzica Building Corporation has not attempted any Public Works Projects within 5 years.

Equipment Available

Equipment is provided through rental or by Panzica Building Corp.'s subcontractors .

Subcontractor List (preliminary) – Momentum Site Improvements

Demolition/Earthwork	Ritschard Bros., Inc.	1204 W. Sample St, South Bend, IN 46619
Paving	Milestone Contractors	24358 IN-23, South Bend, IN 46614
Concrete	Universal Services	22588 Roosevelt Rd, South Bend, IN 46614
Railings & Misc. Metal	Evans Metal Products	2400 Johnson St., Elkhart, IN 46514
Fencing	Milestone Fence	3723 N. Home St., Mishawaka, IN 46545
Electrical	Grove Electrical Services	55540 Apple Rd., Osceola, IN 46561
Screen Wall	Legacy Consulting & Renovations	1344 Brown Ln, South Bend, IN
Pavers - Alternate	Rustic Rock	11 Willowdale, Elkhart, IN 46514



Panzica Building Corporation | Since 1955

416 E. Monroe Street Suite 320 South Bend, Indiana 46601 574.234.0124 phone 574.234.1023 fax www.panzica.net

Architects | Contractors | Developers | Design-Build's Strongest Link

Representative Client References – October, 2024

Lawrence Garatoni, COB

Career Academy Network of Public Schools

3801 Crescent Circle

South Bend, IN 46628

574-299-9800 office

larry.garatoni@garatonifo.com

Bennett Ratliff, President

Ratliff Group

P.O. Box 860398

Plano TX 75086

214-707-2924 Cell

bennett@ratliffgroup.com

Lori McLaughlin, Principal

Westshore, LLC

c/o 401 East US Highway 30

Schererville, IN 46375

219-864-0700 office

lmclaughlin@westshorellc.com

Jacqueline Kronk, Chief Executive Officer

Boys & Girls Clubs Northern Indiana Corridor

502 E. Sample St.

South Bend, IN 46601

574-232-2048 office

jkronk@bgcsjc.org



PANZJCA

ANNUAL REPORT
December 31, 2023

When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.

**CONTRACTOR'S NON-COLLUSION AND NON-DEBARMENT AFFIDAVIT, CERTIFICATION
REGARDING INVESTMENT WITH IRAN, EMPLOYMENT ELIGIBILITY VERIFICATION, NON-
DISCRIMINATION COMMITMENT AND CERTIFICATION OF USE OF UNITED STATES STEEL
PRODUCTS OR FOUNDRY PRODUCTS**

(Must be completed for all quotes and bids. Please type or print)

STATE OF Indiana)
) SS:
St. Joseph COUNTY)

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Contractor further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale; and
2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
3. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
 - a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
 - b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
 - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
 - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.
4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of South Bend, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

6. Persons, firms, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of contract or employment, or any matter directly or indirectly related to contracting or employment because of race, sex, religion, color, national origin, ancestry, gender expression, gender identity, sexual orientation, or due to age or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions will consider the Contractor's good faith efforts to obtain participation by those subcontractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

Contractors seeking the award of a City contract cannot be required to award a subcontract to an MWBE; however, they may not unlawfully discriminate against said MBE/WBE. On goal-eligible contracts, Contractors are required to either meet both MBE and WBE utilization goals or demonstrate that the Contractor has made good faith efforts to obtain participation from MBE and WBE subcontractors. A finding of noncompliance or a discriminatory practice shall prohibit that Contractor from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contract to which the discriminatory practice or noncompliance pertains.

7. The undersigned Contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions.

Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, gender expression, gender identity, sexual orientation, handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products made in the United States on this project if awarded. I understand I have an affirmative duty to notify the City in my bid that my proposal does not include the use of steel products or foundry products made in the United States. I understand it is my sole obligation and responsibility to provide a justification to the City, subject to review and approval, why the cost of United States made steel or foundry products is unreasonable. Prior to award and upon submission of bid which does not use steel products or foundry products made in the United States, the City, through its director of public works, shall make a determination if the price of United States made steel or foundry is unreasonable. I understand that violations hereunder

may result in forfeiture of contractual payments.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

Dated this 22nd day of October, 2024

Panzica Building Corporation

Contractor/Bidder (Firm)

Yoine Stancuzewski
Signature of Contractor/Bidder or Its Agent

Kaine Kancuzewski, Project Manager

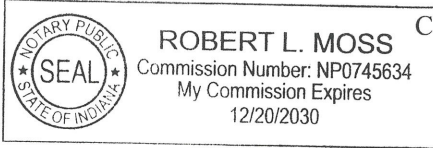
Printed Name and Title

Subscribed and sworn to before me this 22nd day of October, 2024

My Commission Expires 12/20/2030

Robert L. Moss
Notary Public

County of Residence St. Joseph



Panzica Building Corporation



**BID/PROPOSAL
CITY OF SOUTH BEND**

Project Name: MOMENTUM SITE IMPROVEMENTS

Project Number: 124-018

For Bids Due: OCTOBER 22, 2024

Contractor Name: Panzica Building Corporation

BASE BID

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Mobilization / Demobilization	1	LS	\$3,990	\$3,990
2	Construction Engineering and Testing	1	LS	\$4,927	\$4,927
3	Demolition	1	LS	\$15,215	\$15,215
4	Erosion Control	1	LS	\$9,669	\$9,669
5	Excavation & Grading	1	LS	\$76,032	\$76,032
6	Topsoil – Planter Beds	40	CYS	\$141	\$5,650
7	1.5" Asphalt Mill	1170	SYS	\$9	\$10,577
8	1.5" HMA Surface	157	TON	\$217	\$34,063
9	1.5" HMA Intermediate	87	TON	\$210	\$18,286
10	3" HMA Base	173	TON	\$149	\$25,805
11	Compacted Aggregate, No. 53, 4"	296	TON	\$78	\$23,079
12	Concrete, 4"	236	SYS	\$97	\$22,801
13	Concrete Curb, 6"	630	LF	\$61	\$38,443
14	Concrete Flush Curb	15	LF	\$54	\$814
15	Truncated Domes	1	LS	\$870	\$870
16	Canopy Foundations	1	LS	\$17,610	\$17,610
17	Concrete Walls and Steps for ADA Ramp	1	LS	\$34,840	\$34,840
18	Handrail, Posts and Cable	125 230	LF	\$528	\$65,958
19	Dry Wells	3	EA	\$7,458	\$22,374
20	Perforated Drain Tile, 6" (w/Sock)	150	LF	\$42	\$6,272
21	Gas Line	17	LF	\$186	\$3,164
22	Irrigation Sleeves	200	LF	\$26	\$5,198
23	Steel Pipe Bollards	6	EA	\$1,074	\$6,441
24	Adjust Existing Castings to finish grade	2	EA	\$1,695	\$3,390
25	Fence, Ameristar – 4' Sections	114	LF	\$174	\$20,069
26	Fence, Ameristar – 6' Sections	475	LF	\$146	\$69,509
27	Decorative Screen	20	LF	\$2,181	\$43,618
28	Concrete Seat Wall, 2' ((w/ wood seat)	101 81	LF	\$235	\$23,704
29	White Acrylic Thermoplastic Pavement Marking; 4" Width	1256	LF	\$2	\$2,271



**BID/PROPOSAL
CITY OF SOUTH BEND**

Project Name: MOMENTUM SITE IMPROVEMENTS

Project Number: 124-018

For Bids Due: OCTOBER 22, 2024

Contractor Name: _____

BASE BID

30	Blue Acrylic Thermoplastic Pavement Marking; 4" Width	133	LF	\$2	\$323
31	Blue Acrylic Thermoplastic Symbol of Accessibility	2	EA	\$63	\$127
32	Concrete Sidewalk Grinding Remove and Replace	1	LS	\$6,107	\$6,107
BASE BID TOTAL					\$621,200.00


ALTERNATES

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Bola Bike Racks	5	EA		\$776
2	Site Lighting and Concrete Base	2	EA		\$16790
3	Pavers – ADD in Lieu of Concrete	105	SYS		\$26,828
4	Ucara Walls and Stairs - ADD In Lieu of Concrete Walls and Stairs for ADA Ramp and Patio Area	1	LS	Exclude	Exclude
5	Wausau Tile Benches - Add in Lieu of Concrete Seat Walls	1	LS		\$29,284
6	Landscaping - Trees, Shrubs, Perennials, Groundcover, Bulbs, Edging	1	LS		\$58,670
ALTERNATES TOTAL					\$132,348.00

Bidder (Firm): Panzica Building Corporation

Address: 416 E. Monroe, Suite 320

City/State/Zip: South Bend, IN **Telephone Number:** (574) 220-8366

By 
(Signature)

Kaine Kanczuzewski
(Printed Name of Person Signing)

This completed form should be supplied with Bids that pertain to City of South Bend Public Works Projects involving MBE participation. It is the bidder's sole responsibility to verify whether any listed minority-owned business meets the MBE qualifications.

Project Number: 124-018 Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation Total Bid Amount: \$621,200 MBE Goal: 2.1%

Page _____ of _____

Name & Address of MBE	Primary Contact Person (Name/Telephone)	Scope of Work to be Performed (Attach scope/schedule if you need additional space)	Dollar Amount of MBE Component	Percentage of Total Bid/Proposal
Legacy Consulting 1344 Browne Lane South Bend, IN	Katheryn Redding 317-744-4227	Furnish and Install of screening panels (Perforated Line) from Landscape Forms to be anchored to concrete filled sonotubes.	\$34,600	5.57%

Submitted by: Kaine Kanczuzewski
Print Name


Signature

10/17/2024
Date

This completed form should be supplied with Bids that pertain to City of South Bend Public Works Projects involving WBE participation. It is the bidder's sole responsibility to verify whether any listed woman-owned business meets the WBE qualifications.

Project Number: 124-018 Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation Total Bid Amount: \$621,200 WBE Goal: 4.6%

Page _____ of _____

Name & Address of WBE	Primary Contact Person (Name/Telephone)	Scope of Work to be Performed (Attach scope/schedule if you need additional space)	Dollar Amount of WBE Component	Percentage of Total Bid/Proposal
Ritschard Bros., Inc. 1204 W. Sample St. South Bend, IN 46619	Rachelle Dolniak 574-288-4777	Site demolition, excavation, grading, aggregate base, drywells, drain tile, and topsoil placement	\$147,224	23.70%

Submitted by: Kaine Kanczuzewski
Print Name


Signature

10/17/2024
Date

This completed form should be included as part of the Bids documents related to City of South Bend Public Works Projects requiring Good Faith Efforts to obtain MBE participation.

Project Number: 124-018 Date: 10/17/2024
 Project Name: MOMENTUM SITE IMPROVEMENTS
 Bidder: Panzica Building Corporation
 Contact Person: Kaine Kanczuzewski Telephone: 574-220-8366
 Address: 416 E. Monroe Street, Suite 320
 City: South Bend State: Indiana Zip: 46601
 Email: Kaine@panzica.net

To determine whether a bidder has demonstrated good faith efforts to reach the MBE utilization goals set forth in the City of South Bend Public Works Project Specifications, the City and its agencies, boards, or commissions, **REQUIRE ALL** of the following Good Faith Efforts as listed in the table below*:

EVIDENCE OF GOOD FAITH EFFORTS	
<p>MBE LIST(S): The bidder reviewed 1) the City of South Bend's Minority and Women Business Enterprise Inclusion Program Plan; 2) the list of certified MWBEs provided by the City; and 3) the Indiana Department of Administration list of Minority and Women Owned Businesses (both certified and non-certified) found at: http://www.in.gov/idoa/.</p>	
GOOD FAITH EFFORTS TO OBTAIN MBE PARTICIPATION	
The bidder shall initial each item below, as evidence of its good faith efforts to obtain MBE participation in the awarded contract.	
KAK	I affirm that I reviewed the City of South Bend's Minority and Women Business Enterprise Inclusion Program Plan and the Indiana Department of Administration's certified list of Indiana Minority and Women Business Enterprises, found on their website (http://www.in.gov/idoa/).
KAK	I affirm that I have made good faith efforts to select portions of the contract work to be performed by MWBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE participation.
KAK	I affirm that I have made good faith efforts to solicit through all reasonable and available means the interest of all MBEs in the scopes of work of the contract.
KAK	I affirm that I attended all pre-bid meetings scheduled by the City of South Bend to inform MBEs of contracting and subcontracting opportunities.
KAK	I affirm that I advertised in general circulation and/or trade association publications concerning subcontract opportunities and allowed MBEs reasonable time to respond to such advertisements.
KAK	I affirm that I performed any and all necessary steps to provide written notices in a manner reasonably calculated to inform MBEs of subcontracting opportunities and allowed sufficient time for MBEs to participate effectively.
KAK	I affirm that I followed up on initial solicitations with interested MBEs.
KAK	I affirm that I negotiated with interested MBEs in good faith, including providing such MBEs with adequate information about the plans, specifications and other requirements of the subcontract.
KAK	I affirm that I have made good faith efforts to assist interested MBEs in obtaining bonding, lines of credit, or insurance as required by the City or the bidder, where appropriate.

	<p>KAK</p>	<p>I affirm that I have made good faith efforts to assist interested MBEs in obtaining necessary equipment, supplies, materials, or related assistances or services, where appropriate.</p>
	<p>KAK</p>	<p>I affirm that I did not reject any MBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.</p>
	<p>CONTRACT RECORDS: The bidder has maintained the following records for each MBE that has bid on the subcontracting opportunity:</p> <ol style="list-style-type: none"> 1. Name, address, and telephone number; 2. A description of information provided by the bidder or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the MBE was unqualified to perform the job. 	

***Proper demonstration of Good Faith Efforts requires your initials next to all of the above boxes. Any omissions shall be considered grounds for rejection of the bid by the Board of Public Works. The City of South Bend reserves the right to request additional information.**

This completed form should be included as part of the Bids documents related to City of South Bend Public Works Projects requiring Good Faith Efforts to obtain MWBE participation.

Project Number: 124-018 Date: 10/17/2024
 Project Name: MOMENTUM SITE IMPROVEMENTS
 Bidder: Panzica Building Corporation
 Contact Person: Kaine Kanczuzewski Telephone: 574-220-8366
 Address: 416 E. Monroe Street, Suite 320
 City: South Bend State: Indiana Zip: 46601
 Email: Kaine@panzica.net

To determine whether a bidder has demonstrated good faith efforts to reach the WBE utilization goals set forth in the City of South Bend Public Works Project Specifications, the City and its agencies, boards, or commissions, **REQUIRE ALL** of the following Good Faith Efforts as listed in the table below*:

EVIDENCE OF GOOD FAITH EFFORTS	
WBE LIST(S): The bidder reviewed 1) the City of South Bend’s Minority and Women Business Enterprise Inclusion Program Plan; 2) the list of certified MWBEs provided by the City; and 3) the Indiana Department of Administration list of Minority and Women Owned Businesses (both certified and non-certified) found at: http://www.in.gov/idoa/ .	
GOOD FAITH EFFORTS TO OBTAIN WBE PARTICIPATION	
The bidder shall initial each item below, as evidence of its good faith efforts to obtain WBE participation in the awarded contract.	
<i>KAK</i>	I affirm that I reviewed the City of South Bend’s Minority and Women Business Enterprise Inclusion Program Plan and the Indiana Department of Administration’s certified list of Indiana Minority and Women Business Enterprises, found on their website (http://www.in.gov/idoa/).
<i>KAK</i>	I affirm that I have made good faith efforts to select portions of the contract work to be performed by WBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate WBE participation.
<i>KAK</i>	I affirm that I have made good faith efforts to solicit through all reasonable and available means the interest of all WBEs in the scopes of work of the contract.
<i>KAK</i>	I affirm that I attended all pre-bid meetings scheduled by the City of South Bend to inform WBEs of contracting and subcontracting opportunities.
<i>KAK</i>	I affirm that I advertised in general circulation and/or trade association publications concerning subcontract opportunities and allowed WBEs reasonable time to respond to such advertisements.
<i>KAK</i>	I affirm that I performed any and all necessary steps to provide written notices in a manner reasonably calculated to inform WBEs of subcontracting opportunities and allowed sufficient time for WBEs to participate effectively.
<i>KAK</i>	I affirm that I followed up on initial solicitations with interested WBEs.
<i>KAK</i>	I affirm that I negotiated with interested WBEs in good faith, including providing such WBEs with adequate information about the plans, specifications and other requirements of the subcontract.
<i>KAK</i>	I affirm that I have made good faith efforts to assist interested WBEs in obtaining bonding, lines of credit, or insurance as required by the City or the bidder, where appropriate.

	KAK	I affirm that I have made good faith efforts to assist interested WBEs in obtaining necessary equipment, supplies, materials, or related assistances or services, where appropriate.
	KAK	I affirm that I did not reject any WBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.
	<p>CONTRACT RECORDS: The bidder has maintained the following records for each WBE that has bid on the subcontracting opportunity:</p> <ol style="list-style-type: none"> 1. Name, address, and telephone number; 2. A description of information provided by the bidder or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the MWBE was unqualified to perform the job. 	

***Proper demonstration of Good Faith Efforts requires your initials next to all of the above boxes. Any omissions shall be considered grounds for rejection of the bid by the Board of Public Works. The City of South Bend reserves the right to request additional information.**

Kaine Kanczuzewski has phone logs, additional copies of emails, and other documentation. Any MWBE in the area can be contacted and should testify that I made every opportunity to encourage bidding. I've provided time extensions, put non-certified but potential MWBE in contact with DCI, offered to break down package such as concrete into smaller packages, offered to pay vendors with two-party checks and/or help with their credit applications, explain how to perform drawing quantity takeoffs, and more.

Kaine Kanczuzewski

From: Kaine Kanczuzewski
Sent: Thursday, October 3, 2024 2:26 PM
To: Kaine Kanczuzewski
Cc: Jeff Novotny
Subject: Momentum (Former Salvation Army) - Site Improvements - Invitation to Bid - Due 10/21/24 at 3 PM
Attachments: Momentum_Site Improvements Bid Set Plans.pdf; Momentum_Site Improvements Project Manual.pdf; Scope Tab Sheet 100224.pdf
Importance: KK emailed other invitations with this verbage, but this was the first bulk send. High

Tracking:

Recipient

Read

Kaine Kanczuzewski

Jeff Novotny

Read: 10/4/2024 2:37 PM

1stclasslogistics2013@gmail.com

e.t.newman5656@gmail.com

camibowling@coreborein.com

camibowling@coreborein.com

SBoling@Eco-Patcher.com

afrost747@gmail.com

peri@jewelcontractingllc.com

jordanshomeremodelingllc@gmail.com

Kelsey@kbenterprise.us

Kennedyexpressline@yahoo.com

kpritchard@k-pem.com

consult.legacyrenovation@gmail.com

terrimcmann@mcmannelectric.com

rareearth14@gmail.com

shurneman@yahoo.com

rickyataylor19@gmail.com

Lynn@thebancroftcompanies.com

varietychoiceservices@gmail.com

veraconstructionremodel@gmail.com

mwilburn@att.net

RE: Momentum Site Improvements Project - Invitation to Bid

- Panzica Construction Company (PBC) is a general contractor soliciting proposals from MBE and WBE certified subcontractors & suppliers for the Momentum (former Salvation Army) Site Improvements Project for the City of South Bend Department of Public Works.
- PBC is already active on-site with the remodel of the Salvation Army building, which the parking lot will be utilized for.

- There is non-mandatory but encouraged Pre-bid Meeting with the City on Monday October 7th, at 9 AM. Trade bids are due on October 21st, 2024 at 3 PM.
- Please see attached for the Bidding Documents.
- If you require any assistance accessing or understanding the bid documents, please email your request, including your company's name & contact information to Kaine@panzica.net and Jsnovotny@panzica.net. Please be sure to provide the project name in the subject line.

PROJECT SUMMARY:

- Project Scope of Work: See attached "Scope Tab Sheet" for reference. Work includes the sawcutting/removal of partial existing asphalt parking lot, miscellaneous site demolition, installation of new drywells, place/compaction of aggregate sub-base, grading, new asphalt (both full depth and surface only), concrete foundations, concrete flatwork, concrete retaining walls/ramps/stairs, conduit, gas lines, landscaping, and misc. site furnishings.
- We'll follow-up with a phone call within the next couple business days.

SPECIAL ACCOMMODATIONS:

- Please advise us should your company require special accommodations with payment terms, bonding, or insurance, in order to provide pricing for this project.
- We can also assist qualified minority and women businesses in need of assistance procuring equipment and materials; we will gladly work with your material suppliers to set up joint check agreements.
- Panzica Construction Company is open to negotiations of payment arrangements to all M/WBE businesses to assist qualified minority and women businesses with their cash flow, which means a commitment to pay M/WBE's within 30 days after the Contractor confirms that the work has been performed & completed correctly. Should the terms of this policy be unacceptable for your company, we will gladly negotiate terms; however, these arrangements must be completed before the bid date.
- If your company requires our help with a specific scope of work, which is economically feasible & realistic for your company, and/or if you feel a scope of work is too large for your firm to handle individually, please do not hesitate to contact us. We can assist qualified M/WBE businesses in developing scopes of work.

PROJECT BIDDING REQUIREMENTS:

- Bids must be submitted using the provided Panzica Construction Company Bid Form.
- Completion of the City of South Bend's Non-Collusion and Non-Debarment Affidavit, Certification Regarding Investment with Iran, Employment Eligibility Verification, Non-Discrimination Commitment and Certification of use of United States Steel Products or Foundry Products.
- The project does not have a Prevailing Wage requirement.
- The project does require bi-weekly Certified Payroll.

KK later clarified to bidders that the city's addendum stated this project was no longer Certified Payroll for subcontractors

We request that you reply to this email with your company's intent or declination to bid.

Thanks for your time,

Kaine Kanczuzewski
Project Manager



Panzica Building Corporation

574.800.6491 phone
574.220.8366 cell

KaKanczuzewski@panzica.net

CITY OF SOUTH BEND
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



FORM MBE-2.1
MBE CONTACTED

This completed form should be supplied with Bids that pertain to City of South Bend Public Works Projects requiring Good Faith Efforts to contact MBEs. It is the bidder's sole responsibility to verify whether any listed minority-owned business meets the MBE qualifications. Attach additional pages if necessary.

PAGE _____ OF _____

Project Number: 124-018 MBE Participation Goal 2.1%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Shame Shrivastava* Project Manager 10/02/24
(Signature) (Title) (Date)

MBE Firm First Class Logistics

Owner or Contact at MBE Firm Bernard Coutee

Telephone: 574-933-0071 Fax: _____ Email: 1stClassLogistics2013@gmail.com

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE MBE FIRM: 10/03: Emailed bid invitation

10/02 @ 3:54: Left VM for Bernard. Mentioned pre-bid meeting. Called back. Ritschard and Indiana Earth

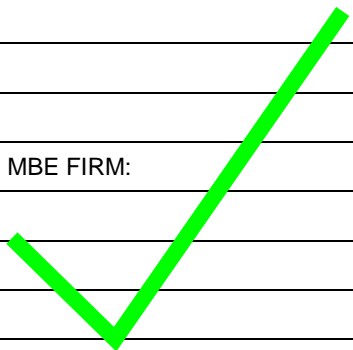
10/14 @ 2:42: Has not heard from anyone. Worked with Ritschard and bid to Indiana Earth. Told him I would follow up with them and get back to Bernard.

10/16: Addendum #2 and Bid Date Reminder

10/17: KK wants to insure he is not using WBE Ritschard Bros. for the earthwork package who self-performs trucking, before consuming time of MWBE hauling contractors

10/21: Received trucking rates from Bernard. Told him I would try to quantify the trucking needs one and earthwork contractor was chosen, hopefully today.

RESULTS OF CONTACT WITH THE MBE FIRM:



CITY OF SOUTH BEND
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



FORM MBE-2.1
MBE CONTACTED

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Project Number: 124-018 MBE Participation Goal 2.1%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Shame Shamsyuda* Project Manager 10/02/24
(Signature) (Title) (Date)

MBE Firm AlphaJak LLC

Owner or Contact at MBE Firm Andre Jackson

Telephone: 574-214-6827 Fax: _____ Email: ajackson@alphajak.com

TYPE OF WORK SOLICITED FOR THIS PROJECT:

Sidewalks, paving, etc.

RESULTS OF CONTACT WITH THE MBE FIRM: 10/03: Emailed bid invitation

10/02 @ 3:55: Interest. Mentioned pre-bid meeting Monday. Sending information.

10/10 @ 4:16: Left voicemail. Vera construction Carlos was talking to him. Andre told me he hadnt gotten invitation so I resent. Told him he needs to wait for addendum #2 for the demo sheet anyways. No other GC have contacted him.

10/16: Addendum #2 and Bid Date Reminder

10/18: Left voicemail for Andre, reminded him of bid date, and asked for him to call me.

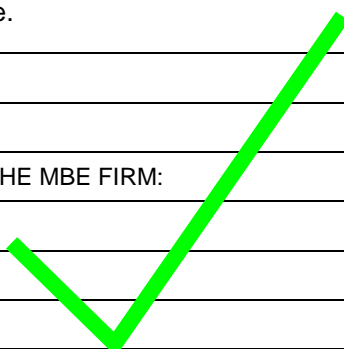
10/18: Emailed him correction to quantity and ask about thermplastic striping

10/21: Andre emailed Sunday stating we would have bid Monday morning.

10/21: Andre called stating his team should be wrapped up in an hour. Told him I would be interested in looking at anything he wanted to quote as long as he could break it down per the city's table.

10/21: Received bid, but he is over 2x more expensive than Milestone (Walsh & Kelly) who is a known entity we are more comfortable with. I emailed Andre to notify that he was a bit in left field and would be happy to give him feedback, and for him to feel free to call me.

RESULTS OF CONTACT WITH THE MBE FIRM:



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Project Number: 124-018 MBE Participation Goal 2.1%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Shame Shrivastava* Project Manager X
(Signature) (Title) (Date)

MBE Firm CNB Construction (Hobart, IN)

Owner or Contact at MBE Firm X

Telephone: 219-515-2753 Fax: _____ Email: X

TYPE OF WORK SOLICITED FOR THIS PROJECT:

- X
- X
- X
- X

RESULTS OF CONTACT WITH THE MBE FIRM:

10/15: Received on list from DCI. Number disconnect. Alternative phone number found also disconnected.

10/15: Notified DCI I believe this company is likely no longer in business

X

MBE Firm _____

Owner or Contact at MBE Firm _____

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

- _____
- _____
- _____

RESULTS OF CONTACT WITH THE MBE FIRM:

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Project Number: 124-018 MBE Participation Goal 2.1%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Emmanuel Emmanuel* Project Manager 10/04/24
(Signature) (Title) (Date)

MBE Firm Conchita.Com

Owner or Contact at MBE Firm Emmanuel

Telephone: 330-951-5145 Fax: _____ Email: e.t.newman5656@gmail.com

TYPE OF WORK SOLICITED FOR THIS PROJECT:

Trucking/Hauling

RESULTS OF CONTACT WITH THE MBE FIRM: 10/03: Emailed bid invitation

10/04: Emmanuel was in meeting. Will call me back

10/17: KK wants to insure WBE Ritschard Bros. not used for the earthwork package who self-performs trucking, before consuming time of MWBE hauling contractors bidding direct to PBC which is atypical.

MBE Firm _____

Owner or Contact at MBE Firm _____

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE MBE FIRM:

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Project Number: 124-018 WBE Participation Goal 4.6%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Shane Shrivastava* Project Manager 10/04/24
(Signature) (Title) (Date)

WBE Firm Core Bore Indiana, LLC

Owner or Contact at WBE Firm Cami Bowling

Telephone: X Fax: _____ Email: camibowling@coreborein.com

TYPE OF WORK SOLICITED FOR THIS PROJECT:

Site utility connections

RESULTS OF CONTACT WITH THE WBE FIRM: 10/03: Emailed bid invitation

10/04: Left VM for Cami. Mentioned bid invite.

10/12: KK determined the work performed by Core Bore was different than needed for this project.

10/16: Any scope possibly pertainable to them removed from project in Addendum #2

WBE Firm _____

Owner or Contact at WBE Firm _____

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE WBE FIRM:

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Project Number: 124-018 WBE Participation Goal 4.6%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Shane Sharmayushin* Project Manager X
(Signature) (Title) (Date)

WBE Firm Cuadras Trucking

Owner or Contact at WBE Firm X

Telephone: 219-677-1673 Fax: _____ Email: Cuadratrucking@gmail.com

TYPE OF WORK SOLICITED FOR THIS PROJECT:

Trucking/Hauling

Worked with Milestone before. Will look at it but their interest is questionable.

X

X

RESULTS OF CONTACT WITH THE WBE FIRM: 10/03: Emailed bid invitation

10/04: Spoke on phone. Mostly NW Indiana but will look at it.

10/17: KK wants to insure WBE Ritschard Bros. not used for the earthwork package who self-performs trucking, before consuming time of MWBE hauling contractors bidding direct to PBC which is atypical.

WBE Firm _____

Owner or Contact at WBE Firm _____

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE WBE FIRM:

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Project Number: 124-018 WBE Participation Goal 4.6%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Shirine Shamsypanahi* Project Manager 10/04/24
(Signature) (Title) (Date)

WBE Firm D. Mofield

Owner or Contact at WBE Firm Amy

Telephone: 219-362-7610 Fax: _____ Email: Mofieldps@gmail.com

TYPE OF WORK SOLICITED FOR THIS PROJECT:

Landscaping. Possibly other.

X

X

X

RESULTS OF CONTACT WITH THE WBE FIRM: 10/03: Emailed bid invitation

10/04: She was rushed and fairly dismissive as she was when I've called her previously. Emailed her the drawings. Stayed pleasant.

10/10: Left VM

10/15: Spoke with, less frantic, she will give me proposal for landscaping. She can do irrigation sleeves but the specs say 5 years experience with her company.

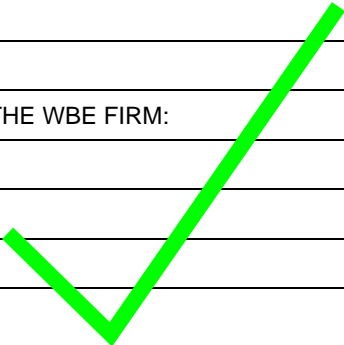
10/16: Addendum #2 and Bid Date Reminder

10/18: Amy confirmed she was bidding, had no questions, and will send before 3 PM on Monday.

10/21 @ 2:04 PM: Amy confirmed her associate should be sending over within the next 20-30 minutes.

10/22: Received bid. Needs vetted. No additional information available besides lump sum number for landscaping

RESULTS OF CONTACT WITH THE WBE FIRM:



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MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



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Project Number: 124-018 MBE Participation Goal 2.1%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Home Shrivastava* Project Manager 10/02/24
(Signature) (Title) (Date)

MBE Firm DA Dodd 10/04/24

Owner or Contact at MBE Firm _____

Telephone: 219-778-4302 Fax: _____ Email: X

TYPE OF WORK SOLICITED FOR THIS PROJECT:

Underground Gas Piping

X

X

X

RESULTS OF CONTACT WITH THE MBE FIRM: 10/03: Emailed bid invitation

10/04: Left voicemail, 3rd party voice answering service for voicemail. Gave up.

10/12: KK learned the scope that would pertain to Dodd would likely be removed from project scope.

10/16: Scope pertaining to Dodd removed from project with Addendum #2

MBE Firm _____

Owner or Contact at MBE Firm _____

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE MBE FIRM:

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MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



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Project Number: 124-018 MBE Participation Goal 2.1%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Home Shrivastava* Project Manager 10/02/24
(Signature) (Title) (Date)

MBE Firm Days Construction

Owner or Contact at MBE Firm X

Telephone: 219-944-1810 Fax: _____ Email: Dayswork855@yahoo.com

TYPE OF WORK SOLICITED FOR THIS PROJECT: 10/03: Emailed bid invitation

Unknown until I can speak with

RESULTS OF CONTACT WITH THE MBE FIRM:

10/15: Received info on list from DCI. Also disconnected. No alternative phone number found.

10/15: Notified DCI that I believe the company is no longer in business.

10/18: Confirmed the number still says "they are not receiving calls at this time"

MBE Firm _____

Owner or Contact at MBE Firm _____

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT: _____

RESULTS OF CONTACT WITH THE MBE FIRM: _____

CITY OF SOUTH BEND
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



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Project Number: 124-018 WBE Participation Goal 4.6%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Shane Shrivastava* Project Manager 10/03/24
(Signature) (Title) (Date)

WBE Firm Doug & Steve Construction

Owner or Contact at WBE Firm X

Telephone: 219-322-9112 Fax: _____ Email: X

TYPE OF WORK SOLICITED FOR THIS PROJECT:

10/15: Received on list from DCI. Receptionist immediately said it is too far and they are not interested.

10/16: Notified DCI that company was not interested.

X

RESULTS OF CONTACT WITH THE WBE FIRM:

X

X

X

X

WBE Firm _____

Owner or Contact at WBE Firm _____

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE WBE FIRM:

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MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



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Project Number: 124-018 WBE Participation Goal 4.6%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Shane Sharmayushin* Project Manager 10/03/24
(Signature) (Title) (Date)

WBE Firm Hubinger Landscaping

Owner or Contact at WBE Firm X

Telephone: 219-662-9911 Fax: _____ Email: David@hubingers.com

TYPE OF WORK SOLICITED FOR THIS PROJECT:

- X
- X
- X

RESULTS OF CONTACT WITH THE WBE FIRM:

10/15: Received info on list from DCI. Receptionist didn't rule out immediately. Emailed the bid invitation at 4:01 PM.

10/16: Addendum #2 and Bid Date Reminder

10/18: Receptionist confirmed they are not interested in this project in South Bend

WBE Firm _____

Owner or Contact at WBE Firm _____

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE WBE FIRM:

CITY OF SOUTH BEND
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Project Number: 124-018 WBE Participation Goal 4.6%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Shane Sharmayushin* Project Manager 10/03/24
(Signature) (Title) (Date)

WBE Firm Jewel Contracting LLC

Owner or Contact at WBE Firm Peri Mason

Telephone: 574-400-9194 Fax: _____ Email: peri@jewelcontractingllc.com

TYPE OF WORK SOLICITED FOR THIS PROJECT:

Supplies or safety. Subcontracts out most all else, but needs to be on-site.

X

X

X

RESULTS OF CONTACT WITH THE WBE FIRM: 10/03: Emailed bid invitation

10/04: Spoke for 10 minutes. She will meet me at pre-bid. Received bid invitation.

10/07: Spoke at pre-bid meeting. Told her I would call her. Still need to determine was scope she can do.

10/10: Left voicemail

10/15: In Chicago, husband sick, she should call me this afternoon.

10/18: Received email she cant bid. Called her. Trying to get her to at least furnish and install the line panels. Told her I will text her once I confirm install method.

10/21: Emailed her and told her I would try and find a way to involve her in project but without her having time to bid, Im short on time myself to complete this.

RESULTS OF CONTACT WITH THE WBE FIRM:

CITY OF SOUTH BEND
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



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Project Number: 124-018 MBE Participation Goal 2.1%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Jordan Bates* Project Manager 10/02/24
(Signature) (Title) (Date)

MBE Firm Jordan's Home Remodeling

Owner or Contact at MBE Firm Jordan Bates

Telephone: 574-310-1460 Fax: _____ Email: jordanshomeremodelingllc@gmail.com

TYPE OF WORK SOLICITED FOR THIS PROJECT:

~~Items #3. Asphalt and site concrete.~~

~~X~~

~~X~~

~~X~~

~~RESULTS OF CONTACT WITH THE MBE FIRM: 10/03: Emailed bid invitation~~

~~10/04: Talking to business partner. Will email us back after~~

~~10/10: Tried calling. Texted. Texted me back, they are interested in the demo and call me tomorrow.~~

~~10/11: Confirmed they are interested. Told him if I can do anything, please call.~~

~~10/16: Addendum #2 and Bid Date Reminder~~

~~10/18: Left voicemail. Told him I can help him figure a couple smaller items if he happened to get too busy to quote.~~

~~10/21 @ 2:10 PM: Left voicemail and texted. Was really counting on him but looking unlikely. Offered time, help doing takeoffs, whatever.~~

~~10/21 @ 2:10 PM: Jordan texted me back "Unfortunately with as busy as we have been we lost track of time and don't think we'd make the deadline on submitting an estimate. Sorry for any inconveniences "~~

RESULTS OF CONTACT WITH THE MBE FIRM:

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Project Number: 124-018 WBE Participation Goal 4.6%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Kelsey Bolakowski* Project Manager 10/03/24
(Signature) (Title) (Date)

WBE Firm K B Enterprise Inc

Owner or Contact at WBE Firm Kelsey Bolakowski

Telephone: 574-303-4780 Fax: _____ Email: kelsey@kbenterprise.us

TYPE OF WORK SOLICITED FOR THIS PROJECT:

Erosion Control Methods

RESULTS OF CONTACT WITH THE WBE FIRM: 10/03: Emailed bid invitation

10/04: Left VM

10/10: Tried calling. Left VM

10/16: Addendum #2 and Bid Date Reminder

10/18: Left voicemail, told her I would like to hear from her and can walk her through some smaller items if she is hesitant to look at project for whatever reason.

10/21: Tried again, left voicemail. Told her I would take her off our bidders list and quit bothering her if I didn't hear from her.

10/21: Called me back, her scope is not applicable anyways

RESULTS OF CONTACT WITH THE WBE FIRM:

CITY OF SOUTH BEND
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



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Project Number: 124-018 WBE Participation Goal 4.6%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Shane Sharmayushin* Project Manager 10/03/24
(Signature) (Title) (Date)

WBE Firm Kennedy Expressline Inc

Owner or Contact at WBE Firm Marcus Northern

Telephone: 574-876-8881 Fax: _____ Email: kennedyexpressline@yahoo.com

TYPE OF WORK SOLICITED FOR THIS PROJECT:

Dump trucks / demo

RESULTS OF CONTACT WITH THE WBE FIRM: 10/03: Emailed bid invitation

10/04: Left VM, mentioned pre-bid, Indiana Earth and Ritschard

10/04: Mentioned in passing that I would be paying him directly. Told him I would get back to him on what earthwork contractor looking at following the pre-bid Monday.

10/16: Addendum #2 and Bid Date Reminder

10/17: KK wants to insure WBE Ritschard Bros. not used for the earthwork package who self-performs trucking, before consuming time of MWBE hauling contractors bidding direct to PBC which is atypical.

Owner or Contact at WBE Firm _____

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE WBE FIRM:

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MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



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Project Number: 124-018 WBE Participation Goal 4.6%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Shane Shrivastava* Project Manager 10/03/24
(Signature) (Title) (Date)

WBE Firm KPEM, LLC

Owner or Contact at WBE Firm Kathleen Pritchard

Telephone: 219-878-3219 Fax: _____ Email: kpritchard@k-pem.com

TYPE OF WORK SOLICITED FOR THIS PROJECT:

TBD

RESULTS OF CONTACT WITH THE WBE FIRM: 10/03: Emailed bid invitation

10/04: Left VM, mentioned pre-bid

10/11: Left VM

10/14: Left VM, reminder of PBC bid date.

10/15: No answer

10/16: Addendum #2 and Bid Date Reminder

10/18: Left VM, begging for call back.

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE WBE FIRM:

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MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



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Project Number: 124-018 MBE Participation Goal 2.1%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Shame Shrivastava* Project Manager 10/02/24
(Signature) (Title) (Date)

MBE Firm Legacy Consulting & Renovation LLC

Owner or Contact at MBE Firm Katheryn Redding

Telephone: 317-744-4227 Fax: _____ Email: consult.legacyrenovation@gmail.com

TYPE OF WORK SOLICITED FOR THIS PROJECT:

Landscaping, handrail (custom fab), bike rack installation

RESULTS OF CONTACT WITH THE MBE FIRM: 10/03: Emailed bid invitation

10/04: Sounds like interior only. Told I would touch base w/ next Wednesday

10/10: Left voicemail. She called me back. Emailed her info on Line panels

10/14: Emailing back and forth. Confirmed I could help her pay for materials.

10/15: She called me. I might have to do takeoff to explain to her landscaping bed SF

10/15: Send her the addendum, performed takeoff of garden beds (topsoil) for her, asked if I could help with anything else.

10/18: She may be interested in furnish and install of line panels. Told her I would ask the rep what payment terms might be able to be worked out.

10/18: She asked if she would need to fill the beds with topsoil and I confirmed on Monday the 21st that yes, she should and to use the 40 CY from the table for quantity.

10/21: She emailed mentioning filling out bid forms, notarization, etc and I clarified that she was looking at documents that I believe only need to be filled out by the GC.

RESULTS OF CONTACT WITH THE MBE FIRM:



CITY OF SOUTH BEND
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



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Project Number: 124-018 WBE Participation Goal 4.6%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Shane Shrivastava* Project Manager 10/03/24
(Signature) (Title) (Date)

WBE Firm McMann Electric

Owner or Contact at WBE Firm Terri McMANN

Telephone: 574-674-5748 Fax: _____ Email: terrimcmann@mcmannelectric.com

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE WBE FIRM: 10/03: Emailed bid invitation

10/04: Left VM, mentioned pre-bid

10/10: Left VM (VM says Steve technically)

10/14: Left VM. Reminded of bid date. Looking for feedback

10/17: Scope that would have pertained to McMann was primarily removed with Addendum #2

WBE Firm _____

Owner or Contact at WBE Firm _____

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE WBE FIRM:

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MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



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Project Number: 124-018 WBE Participation Goal 4.6%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Shane Sharmayushin* Project Manager 10/03/24
(Signature) (Title) (Date)

WBE Firm Modern Edge

Owner or Contact at WBE Firm

Telephone: 866-504-3343 Fax: _____ Email:

TYPE OF WORK SOLICITED FOR THIS PROJECT:

Landscaping. Other?

RESULTS OF CONTACT WITH THE WBE FIRM:

10/15: Received info from DCI list today. Disconnected. Found correct number online, emailed DCI of correction. Left voicemail for Modern Edge.

10/18: Left another voicemail. Probably too late at this point.

10/21: Left another voicemail

WBE Firm _____

Owner or Contact at WBE Firm _____

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE WBE FIRM:

CITY OF SOUTH BEND
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



FORM MBE-2.1
MBE CONTACTED

This completed form should be supplied with Bids that pertain to City of South Bend Public Works Projects requiring Good Faith Efforts to contact MBEs. It is the bidder's sole responsibility to verify whether any listed minority-owned business meets the MBE qualifications. Attach additional pages if necessary.

PAGE _____ OF _____

Project Number: 124-018 MBE Participation Goal 2.1%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Shame Shauwanya* Project Manager 10/02/24
(Signature) (Title) (Date)

MBE Firm Myers Builders

Owner or Contact at MBE Firm X

Telephone: 219-455-0126 Fax: _____ Email: X

TYPE OF WORK SOLICITED FOR THIS PROJECT:

Landscaping, site concrete, ?.

RESULTS OF CONTACT WITH THE MBE FIRM:

10/15: Received info from DCI today. No interest in working in South Bend at this time. Busy enough in East Chicago area.

MBE Firm _____

Owner or Contact at MBE Firm _____

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE MBE FIRM:

CITY OF SOUTH BEND
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



FORM MBE-2.1
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PAGE _____ OF _____

Project Number: 124-018 MBE Participation Goal 2.1%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Shame Shrivastava* Project Manager 10/02/24
(Signature) (Title) (Date)

MBE Firm Rare Earth Trucking

Owner or Contact at MBE Firm David Smith

Telephone: 574-276-5748 Fax: _____ Email: rareearth14@gmail.com

TYPE OF WORK SOLICITED FOR THIS PROJECT:

Trucking

RESULTS OF CONTACT WITH THE MBE FIRM: 10/03: Emailed bid invitation

09/24: Left VM

10/14: Left VM. He called me back. Hasnt worked with local earthwork contractors before but Indiana Earth has reached out to him before.

10/16: Addendum #2 and Bid Date Reminder

10/17: KK wants to insure WBE Ritschard Bros. not used for the earthwork package who self-performs trucking, before consuming time of MWBE hauling contractors bidding direct to PBC which is atypical.

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE MBE FIRM:

CITY OF SOUTH BEND
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



FORM MBE-2.1
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PAGE _____ OF _____

Project Number: 124-018 MBE Participation Goal 2.1%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Eles Shurn* Project Manager 10/02/24
(Signature) (Title) (Date)

MBE Firm Re-Creation by Renovation

Owner or Contact at MBE Firm Eles Shurn

Telephone: 574-876-8861 Fax: _____ Email: shurneman@yahoo.com

TYPE OF WORK SOLICITED FOR THIS PROJECT:

Hauling, maybe other

RESULTS OF CONTACT WITH THE MBE FIRM: 10/03: Emailed bid invitation

10/04: Mentioned pre-bid, needs to look at email

10/14: Not interested in other scope if he's busy with trucking. Carpentry maybe April or so.

10/17: KK wants to insure WBE Ritschard Bros. not used for the earthwork package who self-performs trucking, before consuming time of MWBE hauling contractors bidding direct to PBC which is atypical.

MBE Firm _____

Owner or Contact at MBE Firm _____

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE MBE FIRM:

CITY OF SOUTH BEND
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



FORM MBE-2.1
WBE CONTACTED

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PAGE _____ OF _____

Project Number: 124-018 WBE Participation Goal 4.6%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Shane Sharmyuski* Project Manager 10/03/24
(Signature) (Title) (Date)

WBE Firm Ritschard Brothers

Owner or Contact at WBE Firm Don Ritschard

Telephone: 574-288-4777 Fax: _____ Email: X

TYPE OF WORK SOLICITED FOR THIS PROJECT:

Demo, earthwork, utility/underground, hauling, etc.

RESULTS OF CONTACT WITH THE WBE FIRM: 10/03: Emailed bid invitation

Ritschard is a regular subcontractor of Panzica Building Corporation and we speak multiple times a week as it is.

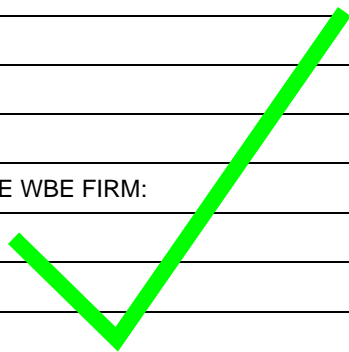
Attempted to call or spoke on phone on October 2nd, 3rd, 8th, 14th, 17th, 18th. Not to mention talking in-person, emails, and text messages.

10/16: Addendum #2 and Bid Date Reminder

10/18: Don confirmed he would be working on it this weekend. Emailing it to me on Sunday.

10/21: Received bid from Ritschard

RESULTS OF CONTACT WITH THE WBE FIRM:



CITY OF SOUTH BEND
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



FORM MBE-2.1
MBE CONTACTED

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PAGE _____ OF _____

Project Number: 124-018 MBE Participation Goal 2.1%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Shame Shamsy* Project Manager 10/02/24
(Signature) (Title) (Date)

MBE Firm Rogers & Sons Construction

Owner or Contact at MBE Firm X

Telephone: 219-397-8819 Fax: _____ Email: X

TYPE OF WORK SOLICITED FOR THIS PROJECT:

Concrete, ?

RESULTS OF CONTACT WITH THE MBE FIRM:

10/15: Received on list from DCI today. Left VM.

10/18: Receptionist confirmed South Bend is definitely too far.

MBE Firm _____

Owner or Contact at MBE Firm _____

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE MBE FIRM:

CITY OF SOUTH BEND
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



FORM MBE-2.1
MBE CONTACTED

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PAGE _____ OF _____

Project Number: 124-018 MBE Participation Goal 2.1%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Sharon Sharunpaula* Project Manager 10/02/24
(Signature) (Title) (Date)

MBE Firm SAJ Construction

Owner or Contact at MBE Firm Sharon

Telephone: 219-805-7384 Fax: _____ Email: X

TYPE OF WORK SOLICITED FOR THIS PROJECT:

Concrete, landscaping, TBD

RESULTS OF CONTACT WITH THE MBE FIRM:

10/15: Received info from DCI today. Sharon's mailbox was full, voice system hung up on me.

10/18: Someone answered at last second and then hung up. Tried calling again, no answer. Texted.

10/21: Again someone answered, and basically said nothing. Maybe they accidentally picked up

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE MBE FIRM:

CITY OF SOUTH BEND
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



FORM MBE-2.1
WBE CONTACTED

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PAGE _____ OF _____

Project Number: 124-018 WBE Participation Goal 4.6%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Shane Sharmayushin* Project Manager 10/03/24
(Signature) (Title) (Date)

WBE Firm Slussers Green Thumb, Inc.

Owner or Contact at WBE Firm

Telephone: 574-722-3102 Fax: _____ Email: Jdw@slussers.com

TYPE OF WORK SOLICITED FOR THIS PROJECT:

Need to make sure they are certified MWBE

John

X

X

RESULTS OF CONTACT WITH THE WBE FIRM: 10/03: Emailed bid invitation

10/04: Left VM, mentioned pre-bid, need email

10/14: Dont believe they are certified with any allowed body after DCI response

10/18: Emailing. Mistake on my end. I didn't think they were certified so I hadnt called them since the 4th.

10/18: John responded that they are too busy to look at this project.

Owner or Contact at WBE Firm _____

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE WBE FIRM:

CITY OF SOUTH BEND
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



FORM MBE-2.1
MBE CONTACTED

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PAGE _____ OF _____

Project Number: 124-018 MBE Participation Goal 2.1%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Shame Shrivastava* Project Manager 10/02/24
(Signature) (Title) (Date)

MBE Firm Taylor Maid Trucking

Owner or Contact at MBE Firm Taylor Maid Trucking LLC

Telephone: 269-332-4307 Fax: _____ Email: Rickataylor19@gmail.com

TYPE OF WORK SOLICITED FOR THIS PROJECT:

Trucking/hauling

RESULTS OF CONTACT WITH THE MBE FIRM: 10/03: Emailed bid invitation

10/15 @ 8:14: Left VM

X

X

10/17: KK wants to insure WBE Ritschard Bros. not used for the earthwork package who self-performs trucking, before consuming time of MWBE hauling contractors bidding direct to PBC which is atypical.

MBE Firm _____

Owner or Contact at MBE Firm _____

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE MBE FIRM:

CITY OF SOUTH BEND
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



FORM MBE-2.1
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PAGE _____ OF _____

Project Number: 124-018 MBE Participation Goal 2.1%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Shame Shrivastava* Project Manager 10/02/24
(Signature) (Title) (Date)

MBE Firm V&R Trucking

Owner or Contact at MBE Firm _____

Telephone: X Fax: _____ Email: X

TYPE OF WORK SOLICITED FOR THIS PROJECT:

Trucking/hauling

RESULTS OF CONTACT WITH THE MBE FIRM: 10/03: Emailed bid invitation

10/17: KK wants to insure WBE Ritschard Bros. not used for the earthwork package who self-performs trucking, before consuming time of MWBE hauling contractors bidding direct to PBC which is atypical.

MBE Firm _____

Owner or Contact at MBE Firm _____

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE MBE FIRM:

CITY OF SOUTH BEND
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



FORM MBE-2.1
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PAGE _____ OF _____

Project Number: 124-018 MBE Participation Goal 2.1%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Tamara Pinkney* Project Manager 10/02/24
(Signature) (Title) (Date)

MBE Firm Variety Choice Services

Owner or Contact at MBE Firm Tamara Pinkney

Telephone: 574-703-5955 Fax: _____ Email: varietychoiceservices@gmail.com

TYPE OF WORK SOLICITED FOR THIS PROJECT: [om](#)

Landscaping. Potentially other misc installs.

RESULTS OF CONTACT WITH THE MBE FIRM: 10/03: Emailed bid invitation

10/08: She emailed me back. Called her at 3:20.

Call her back Friday between 11 and 1

10/11: Called her. Can't recall if we spoke or I left VM

10/15: Touch base Thursday after 5 PM.

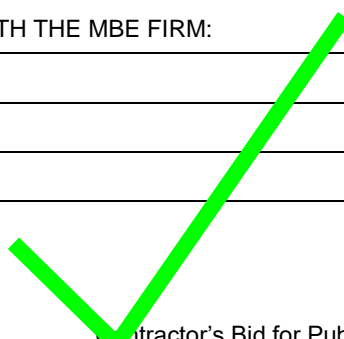
10/16: Addendum #2 and Bid Date Reminder

10/17: Kevin called me. He and Tamara are working on Landscaping now. I mentioned a couple other items again he might be interested in like irrigation sleeves, install of the screen wall, etc.

10/17 @5:25 PM: Called Tamara at her request in evening. She seems fairly green. Need to help her figure out how to get topsoil and do takeoff for edging.

10/18: Received quote. It was incredibly high. I emailed them some feedback and told them to call me to go over. Otherwise I will try her again after 5 PM as she requested earlier.

RESULTS OF CONTACT WITH THE MBE FIRM:



CITY OF SOUTH BEND
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



FORM MBE-2.1
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PAGE _____ OF _____

Project Number: 124-018 MBE Participation Goal 2.1%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Shame Shrivastava* Project Manager 10/02/24
(Signature) (Title) (Date)

MBE Firm Vera Construction

Owner or Contact at MBE Firm Carlos Vera

Telephone: 574-971-5749 Fax: _____ Email: veraconstructionremodel@gmail.com

TYPE OF WORK SOLICITED FOR THIS PROJECT:

Remodels, renovations, some site concrete

X

X

X

RESULTS OF CONTACT WITH THE MBE FIRM: 10/03: Emailed bid invitation

10/04: Left VM, mentioned pre-bid

10/07: Called me. Spoke. Requested he look as drawings, call back to see whats interested in.

10/15 @ 8:45: Left VM

10/16: Addendum #2 and Bid Date Reminder

10/18: No answer, left voicemail, and emailed

10/18: Carlos called me back, he is somewhat intimidated and unfamiliar with commercial bidding. Agreed he would come in 10 AM on Monday for us to talk through how it would normally work and explain takeoffs. Line panels?

10/21: Evidently texted a number he was not looking at so he did not have address. Called to check-in, and texted address to different number

10/21: Carlos called and asked for more time. I told him he could have until 8 AM tomorrow, 8:30 at the absolute latest with it due at 9:00.

RESULTS OF CONTACT WITH THE MBE FIRM:

CITY OF SOUTH BEND
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



FORM MBE-2.1
WBE CONTACTED

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PAGE _____ OF _____

Project Number: 124-018 WBE Participation Goal 4.6%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Shane Sharmayushin* Project Manager 10/03/24
(Signature) (Title) (Date)

WBE Firm Wilburn Construction Company, LLC

Owner or Contact at WBE Firm Michelle Wilburn

Telephone: 574-315-8288 Fax: _____ Email: mwilburn@att.net

TYPE OF WORK SOLICITED FOR THIS PROJECT:

Concrete

RESULTS OF CONTACT WITH THE WBE FIRM: 10/03: Emailed bid invitation

10/04: Left VM, mentioned pre-bid

10/15: Probably too busy, not interested. Only interested in self-performing their own projects right now. Doesnt want to work in South Bend (only Mishawaka) unless she has to. Confirmed she wants to be taken off the contact list for the project.

WBE Firm _____

Owner or Contact at WBE Firm _____

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE WBE FIRM:

CITY OF SOUTH BEND
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



FORM MBE-2.1
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PAGE _____ OF _____

Project Number: 124-018 MBE Participation Goal 2.1%

Project Name: MOMENTUM SITE IMPROVEMENTS

Bidder: Panzica Building Corporation

By: *Home Shrivastava* Project Manager 10/02/24
(Signature) (Title) (Date)

MBE Firm C. Lee Construction Services Inc

Owner or Contact at MBE Firm Bob Trueblood

Telephone: 219-888-9554 Fax: _____ Email: Rtrueblood@clecsi.com

TYPE OF WORK SOLICITED FOR THIS PROJECT: _____

Received info from Indiana Earth. Was not on INDOT spreadsheet

Demolition, Excavation, Trucking

X

X

RESULTS OF CONTACT WITH THE MBE FIRM: 10/03: Emailed bid invitation

10/04: Spoke with receptionist, left Bob, emailed invite.

10:04: Bob emailed back saying quantities too small and distance to far (Gary, IN)

X

10/17: KK wants to insure WBE Ritschard Bros. not used for the earthwork package who self-performs trucking, before consuming time of MWBE hauling contractors bidding direct to PBC which is atypical.

MBE Firm _____

Owner or Contact at MBE Firm _____

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT: _____

RESULTS OF CONTACT WITH THE MBE FIRM: _____

ESTIMATE

Prepared For

MBE Proposal to be Accepted

MOMENTUM SITE IMPROVEMENTS Project
No. 124-01 Panzica Building Corporation
416 E Monroe St, #320
South Bend, IN 46601
(574) 800-6491
(574) 220-8366

Legacy Consulting & Renovation LLC

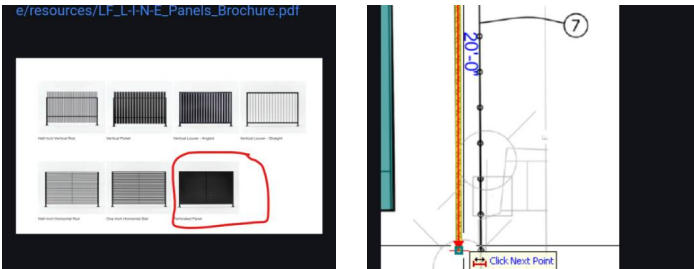
1344 BROWNE LANE
South Bend , IN 46615
Phone: (317) 744-4227
Email: consult.legacyrenovation@gmail.com

Estimate # 3
Date 10/19/2024
Business / Tax # +13177444227

Description	Total
-------------	-------

Prefabricated Line product 20'0 Linear feet.	\$6,000.00
--	------------

Labor cost



Decorative screen	\$28,600.00
-------------------	-------------

(Material list.) Pricing per linear foot of Prefabricated LINE. \$970 per lft x20. In addition to delivery 11%, \$300.00 delivery fee. \$28,350.00 materials cost. With a mark-up on material, it's estimated costs 13% /11% delivery fee. Anchors screws

Subtotal	\$34,600.00
-----------------	-------------

Total	\$34,600.00
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MBE Proposal to be Accepted

MOMENTUM SITE IMPROVEMENTS Project No.
124-01 Panzica Building Corporation



**RITSCHARD
BROS., INC.**
EXCAVATING AND DEMOLITION

October 21, 2024

WBE Proposal to be Accepted

Panzica Building Corporation
416 East Monroe Street, Suite 320
South Bend, IN 46601

Attention: Mr. Kaine Kanczuzewski

RE: Momentum Bid

Dear Kaine:

We are submitting our quotation for the site demolition, earthwork and storm sewer per the plans, specifications and addenda 1 thru 3 prepared by The Troyer Group dated October 14, 2024. We propose to perform the following work:

Furnish and install erosion control consisting of silt fence, inlet protection and a stone construction entrance.

Remove the fence, bollards and light poles as noted.

Remove 1 manhole.

Saw cut and remove the asphalt and concrete pavement as noted.

Cut and fill as required to bring the site to subgrade.

Excavate for the retaining walls, seat walls and canopy footings. Backfill same with the previously excavated material.

Furnish and install 3 drywells.

Adjust 2 existing structures to grade.

Furnish and place 4" of #53 recycled concrete under the sidewalk.

Furnish and place 6" of #53 recycled concrete under the asphalt pavement.

Furnish and place topsoil in the lawn areas at a 4" depth.

Furnish and place topsoil in the planters.

Momentum Bid
October 21, 2024
Page 2 of 2

Grade the site to within +/- .10 of a foot

We will perform the work as listed above for the sum of \$147,224.00.

See the attached bid form for our detailed pricing.

Please note the following exclusions:

Sanitary sewer, gas or water utility work.

Soil tests.

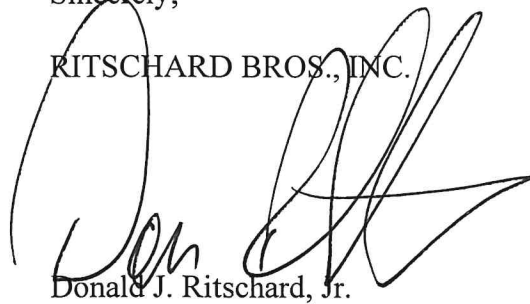
Frost protection or frost removal.

Removal or disposal of contaminated soil.

Thank you for the opportunity to submit this quotation and if we may be of further service, please call.

Sincerely,

RITSCHARD BROS., INC.

A handwritten signature in black ink, appearing to read 'Don', is written over the printed name 'Donald J. Ritschard, Jr.' and the company name 'RITSCHARD BROS., INC.'.

Enclosure



ESTIMATE #	DATE	EXPIRES
57	10/20/2024	

Example of MWBE asphalt proposal that was much higher than non-MWBE paving option

Title: MOMENTUM

CUSTOMER

PANZA BILUDING CORPORATION
KAINÉ KANCZUZWESKI

OverHead/Office	Qty	Cost/Unit	Total
Administrative cost	40	\$110.38/Hourly	\$4,415.04
Bonding	1	\$1,116.00	\$1,116.00
Insurance	30	\$64.00/Per Day	\$1,919.88
Labor Overhead:	120	\$19.20	\$2,304.00
Marketing and Business Development	1	\$9.60	\$9.60
Legal and Professional Services:	2	\$180.00	\$360.00
Safety and Compliance:	1	\$972.00	\$972.00
Financial Expenses:	1	\$60.00	\$60.00
Miscellaneous Expenses:	10	\$120.00	\$1,200.00
Fuel & Maintenance (per day)	30	\$120.00	\$3,600.00
Equipment Transportation (per mile/trip)	4	\$285.60	\$1,142.40
Project Management (per hour)	120	\$99.00	\$11,880.00
Site Mobilization/Demobilization (per project)	1	\$7,184.69/EA	\$7,184.69
158 miles @ 0.78 per mile=		\$123.24	
4 hotel room per week @ \$1466.00 each=		\$5864.00	
Permits & Fees (per project)	1	\$120.00	\$120.00

Subtotal: \$36,283.61

Labor Cost	Qty	Cost/Unit	Total
site Supervisor/foreman (per hour)	120	\$78.00/Hrs	\$9,360.00
3 Man Labor Crew (per hour)	120	\$270.00/Hrs	\$32,400.00
Machine Operator	120	\$102.76/Hourly	\$12,330.72



ESTIMATE #	DATE	EXPIRES
57	10/20/2024	

Example of MWBE asphalt proposal that was much higher than non-MWBE paving option

Subtotal: \$54,090.72

Equipment Cost	Qty	Cost/Unit	Total
Asphalt Paver (per day)	30	\$520.02	\$15,600.60
Asphalt Roller (per day)	30	\$575.40	\$17,262.00
Tack Distributor (per day)	30	\$815.40	\$24,462.00
Concrete Saw (per day)	30	\$420.00	\$12,600.00
Excavator	30	\$640.55/Daily	\$19,216.44
TRUCK	30	\$68.16	\$2,044.80
TRUCK	30	\$93.38	\$2,801.52
1 TON P/UP TRUCK 4WD DIESEL	30	\$145.08/Daily	\$4,352.40
2022 Graco 3500 Line Striper	14	\$33.77/Per Day	\$472.75
LLV 3900			
STANDARD 17H449			
ADA HandiCap Stencil	2	\$180.00/Each	\$360.00

Subtotal: \$99,172.51

Materials	Qty	Cost/Unit	Total
Surface Type A & B (P63)	157	\$129.06/TON	\$20,262.42
Base Material (cubic yard)	173	\$48.00	\$8,304.00
Tack Coat (gallon)	23	\$6.41	\$147.38
#53 CRUSHED CONCRETE (SP)	293	\$21.37/TON	\$6,262.00
Recycled concrete used as aggregate for base material or as a substitute for gravel in various construction applications.			
Hot Applied Thermoplastic - White	314	\$0.98/LB	\$308.98
Thermoplastic (Preform) Line 4" x 3' - Blue 125MIL	133	\$1.51/LFT	\$201.10
#5 HMA BASE (SOUTHBEND PLANT)	173	\$101.93/TON	\$17,633.54
MIX CODE 324/624			
#8 HMA INTERMEDIATE (SP)	87	\$110.15/TON	\$9,582.88
MIX CODE 334/634			

Subtotal: \$62,702.30



ESTIMATE #	DATE	EXPIRES
57	10/20/2024	

Example of MWBE asphalt proposal that was much higher than non-MWBE paving option

Subtotal	\$252,249.14
Tax: (0%)	\$0.00
Total	\$252,249.14



ESTIMATE #	DATE	EXPIRES
57	10/20/2024	

TERMS & CONDITIONS

Example of MWBE asphalt proposal that was much higher than non-MWBE paving option

GENERAL TERMS AND CONDITIONS

THE FOLLOWING EXPRESS TERMS AND CONDITIONS WHICH SHALL CONSTITUTE THE ENTIRE CONTRACT (THE "CONTRACT") BETWEEN AlphaJak SERVICES, ("ALPHA") AND THE CLIENT ("CLIENT").

1. TERMS AND CONDITIONS.. The Contract contains the final and complete agreement between the parties and there are no representations or warranties, expressed or implied, with respect to services specifically set forth herein..
2. INDEMNIFICATION. The Client waives any claim against ALPHA, and agrees to defend, indemnify and hold ALPHA harmless from any claim or liability for injury or loss, including all attorney fees and defense costs, arising or allegedly arising from or in any way connected with ALPHA services under this Contract, except where such claim or liability is caused by the gross negligence or willful misconduct of ALPHA. The Client also agrees to defend, indemnify and hold ALPHA harmless from any claim or liability, injury or loss, including all attorney fees and defense costs, arising in whole or in part from the negligent act or omission, and/or strict liability of the Client or anyone directly or indirectly employed by the Client. ALPHA does not guarantee the completion of performance of contracts by third parties, nor is it responsible for their acts or omissions, nor for the safety of any workplace other than ALPHA premises. Client shall not prematurely subject the work to any type of traffic; loads in excess of the design capacity before proper cure, or in a manner which may damage the work. ALPHA is not responsible for graffiti, tire tracks, footprints, etc. on finished asphalt. ALPHA shall not be held liable for damage to surrounding areas of driveway, parking lot, landscaping or sidewalks due to poor subgrade, moisture or other unforeseen circumstances. The removal of vehicles from the work site is the sole responsibility of the Client. Damage to vehicles left on the worksite is the responsibility of the Client. ALPHA is not responsible for crack fill that adheres to tires. ALPHA is not responsible for overspray on vehicles, curb and gutter, and all structures within 50 feet of the edge of the parking lot and/or area being sealed or treated.
3. COMPENSATION. Unless stated otherwise in a Letter of Agreement between ALPHA and the Client, the compensation for services will be billed in accordance with the agreed upon rates, subject to change upon notification.
4. PAYMENT TERMS. Payment terms are 50% upfront and remainder 50% upon completion of services rendered, unless special written arrangements have been made. If payment is not made in accordance with these terms, the purchaser agrees to pay any collection, legal fees and interest for any unpaid balances. All unpaid amounts beyond the due date shall bear interest at the rate of 3% per month until paid. The pricing contained herein is based on work being completed within 30 days of the date of this signed proposal unless otherwise agreed in writing. Upon completion of the services rendered by AlphaJak and the presentation of the final invoice, the customer agrees to provide final payment within 10 days of receipt of such final invoice. In the event that such invoice is not paid in that 10 day period, AlphaJak reserves the right to charge interest at 1% per for



ESTIMATE #	DATE	EXPIRES
57	10/20/2024	

Example of MWBE asphalt proposal that was much higher than non-MWBE paving option

each month that the invoice remains unpaid in the State of Indiana is to cause to retain an attorney to collect such an invoice and AlphaJak prevails in a Court of law, AlphaJak shall be entitled to reimbursement by customer for any and all costs, including attorneys' fees, associated with any such legal action."

AlphaJak warrants that at the time and place we perform services, our materials will be of good quality and will conform with the specifications contained in Agreement on the date of acceptance of the services. THE FOREGOING WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES OTHERWISE ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM OF TRADE OR OTHERWISE. As the exclusive remedy for breach of this Warranty, we will replace defective materials, provided, however, that the customer examines the materials when received and promptly notify us in writing of any defect before any attempt to repair has been made. Notwithstanding anything in any purchase order, agreement, instrument or other document to the contrary, AlphaJak's liability to the customer, if any, in connection with AlphaJak's product shall be limited to the purchase price for such product actually paid by the customer to AlphaJak. AlphaJak hereby disclaims any and all incidental, consequential, special and punitive damages of any kind, nature or description whatsoever. No person or entity shall be a third party beneficiary of any contract or agreement between AlphaJak and the customer nor shall AlphaJak have any obligation or duty to any person or entity, other than the customer. One Year, (12) months after AlphaJak has provided all services, our Warranty and other duties with respect to the quality of the materials delivered shall conclusively be presumed to have been satisfied, all liability therefore terminates, and no action for breach of any such duties, may thereafter be commenced. Unless otherwise agreed to in writing, no warranty is made with respect to materials not manufactured by AlphaJak. We cannot warrant or in any way guarantee any particular method of use or application or the performance of materials under any particular condition. Neither this Warranty nor our liability may be extended by our sales personnel, distributors or representatives, or by any sales information or drawings.

For projects that will exceed 30 days in length, ALPHA reserves the right to invoice for any work done within that month.

5. TAXES. All sales taxes or use taxes, whether now existing or hereinafter imposed or modified, or taxes or duties of any nature whatsoever which may be assessed, shall be paid by the Client. In the event ALPHA is required to pay any such tax, the Client shall reimburse ALPHA therefore on demand..

6. CREDIT. This contract is given and accepted subject to ALPHA approval of the Client's credit, determinable at any time and from time to time by ALPHA in its sole judgment, affecting the whole or any unfulfilled portion of this contract.

7. LEGAL ENFORCEMENT OF GENERAL CONDITIONS. If any portion of this Contract is found to be unenforceable, the remaining portions of the Contract shall remain in effect and enforced.

8. MODIFICATION OF AGREEMENT. The foregoing conditions may be modified only by written agreement and signed by duly authorized representatives of ALPHA and the Client.



ESTIMATE #	DATE	EXPIRES
57	10/20/2024	

Example of MWBE asphalt proposal that was much higher than non-MWBE paving option

APPROVAL

This Estimate has been accepted on _____ by _____

Signature: _____



Milestone Contractors, L.P.
 24358 SR 23
 South Bend, IN 46614
 Phone: (574) 288-4811
 Fax: (574) 289-7174

PROPOSAL
 (Contract Binding Upon Credit
 Approval and Acceptance)

Date: October 21, 2025

To: Panzica Building Company, Inc. **Project:** Momentum Site Improvements
Attn: Kane Ka **Estimator:** Douglas V. Kesler
Area: Asphalt Paving per Proposal Items **Mo.:** S01415

Example of non-MWBE bidder selected who
 was much more cost-effective

We propose to furnish only the material(s), labor, equipment and/or services (collectively "Work") for the above Project at the Price(s) and in accordance with terms stated below. We may, without notice, deem this Proposal to have been withdrawn if: (1) not accepted within 14 days following the date hereof, and/or (2) the results of a credit check do not meet our internal credit approval standards. UPON TIMELY ACCEPTANCE AND CREDIT APPROVAL AS PROVIDED ABOVE, THIS PROPOSAL SHALL BECOME A BINDING CONTRACT.

Per plans, specifications, and addenda 1, 2, & 3, we offer our prices for proposal items 1, 7 thru 10 and 29 thru 31:

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Mobilization/Demobilization	1	LS	\$331.00	\$331.00
7	1.5" Asphalt Mill	1170	SYS	\$8.00	\$9,360.00
8	1.5" HMA Surface	157	TON	\$192.00	\$30,144.00
9	1.5" HMA Intermediate	87	TON	\$186.00	\$16,182.00
10	3" HMA Base	173	TON	\$132.00	\$22,836.00
29	White Acrylic Thermoplastic Pavement Marking; 4" Width	1,256	LF	\$1.60	\$2,009.60
30	Blue Acrylic Thermoplastic Pavement Marking; 4" Width	133	LF	\$2.15	\$285.95
31	Blue Acrylic Thermoplastic Symbol of Accessibility	2	EA	\$56.00	\$112.00
Base Bid Total					\$81,260.55

Terms and conditions include those on reverse side and/or continuation sheet(s)
 SUBMITTED as of the Date stated above on behalf of Milestone Contractors, L.P.

By: _____ Title: _____

CUSTOMER ACCEPTANCE: This Proposal including description(s) of Work and all other terms and conditions herein stated, are hereby accepted and authorization is hereby given to commence the Work accordingly.

 Signature Title Date

Example of non-MWBE bidder selected who was much more cost-effective

Conditions and Clarifications / Special Provisions

1. Our price does not include Indiana State Sales Tax.
2. Milestone hereby certifies that it (elects) to enact PG asphalt binder cost adjustments. You must elect this or this proposal is null and void. **(OR)** Proposed pricing is based upon material costs through **DATE**. Any costs increases incurred by us thereafter shall, at our option, be grounds for a corresponding increase in pricing payable by customer for the work, with a reasonable allowance for overhead and profit.
3. Our price does not include:
 - a) Permits, testing or inspection fees;
 - b) Bonds; such as performance bonds, maintenance bonds, warranty bonds, etc.
 - c) Fees or assessment of any type;
 - d) Construction engineering or layout;
 - e) Saw cutting;
 - f) Traffic control or traffic control devices.
 - g) Building or removing any temporary ramps. We will require the General Contractor to provide their own people to work with us full time, at the GC's expense, to install and remove temporary ramps so that we can pave through the drive and street approaches. The GC is also to provide any cleaning required where temporary ramps are installed on the asphalt pavement.
4. Our price is based on plans and specifications prepared by **Trover Group** dated **10/22/2024 & 10/14/2024**.
5. Our price includes # mobilizations. Please add an additional \$ / each additional mobilization.
6. Our price is based on no retainage being withheld. **(OR)** If project is delayed for the owner's convenience, Milestone will be due all retainage withheld for work that is completed.
7. If Milestone is directed to install any item of work not within specifications, a standard waiver of warranty will need to be signed.
8. All excavation, grading, including fine grading and compaction is by others. Subgrade is to be prepared on grade, compacted and approved by Owner/Architect/Engineer prior to placing compacted aggregate base or asphalt pavement. **(OR)** All excavation and rough grading is to be performed by others. Subgrade to be within +/- 0.1 ft of final grade and approved prior to fine grading.
9. Subgrade treatment requirements must be met such that the density requirements of the asphalt are achievable. If the subgrade is soft or yielding and we are instructed to pave, then any density penalties on the asphalt will be paid by others.
10. All bonuses assessed by INDOT shall be passed onto Milestone based on the unit prices on this quotation, Milestone will not be responsible for asphalt penalties that are assessed by INDOT unless Milestone is notified in time that would allow for additional testing or appeal. Milestone will only be responsible monetarily for penalties based on the unit prices that are on this quote, not the generals marked up unit prices. All correspondence relating to asphalt penalties should be faxed to Milestone.
11. The above prices are a package quote, please do not remove any items without calling for a revised quote.
12. We shall be provided with suitable access to our work area. If our work is dependent upon or must be under taken in conjunction with the work of others, such other work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single-shift operation on a Monday thru Friday. (Holidays excluded)
13. Any stone base lost due to construction traffic or construction staging will be considered an extra.
14. If additional materials, including bituminous material is required due to faulty/unsuitable subgrade or subbase, billing will be based on actual material used.
15. Additional stone base, if required, to insure proper drainage and stabilize existing subbase will be furnished, delivered and spread complete in place @ \$ /Ton.
16. We cannot guarantee proper pavement drainage on slopes less than one percent.
17. We acknowledge the receipt of Addendums # ____.

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General Terms and Conditions

These terms shall supersede any different terms stated in any other documents that have been or may hereafter be issued or executed for the above Project or Work. Customer's acceptance of this Proposal may occur by signature below, or by any act or expression manifesting Customer's intention to proceed hereunder, including but not limited to Customer's approval, directive or authorization for us to commence Work. We shall not be bound by any additional or different terms stated by Customer in any prior or future expression concerning the Project, or by any modifications or additions to terms stated herein, unless separately agreed to by us in writing.

1. Customer shall (a) not cause, create or allow others to cause or create any conflict, delay or hindrance in our performance of Work; (b) provide and expedite responses to submittals and inquiries, and provide sufficient and timely information, permits and approvals; (c) assure access to and make all provisions for our entry upon lands, including easements and rights of way; (d) assure and guarantee that products of our Work remain free of damage, deterioration or other adverse or detrimental conditions due to deficiencies or inadequacies in design, inspections or other work undertaken by or for Customer or others; (e) take such other action and manage the Project in other respects to enable us to perform Work in an uninterrupted, expedited and single-shift operation; and (f) indemnify us and hold us harmless as to any losses, costs and damages arising from third party claims and caused in whole or part by the Customer or others for whose acts Customer is responsible.
2. We shall not be held responsible for or otherwise become obligated with respect to any of the following:
 - a) Conforming to any original or updated scheduling that is has not been expressly approved by us beforehand in writing;
 - b) Delays, hindrances or other adverse and unavoidable conditions and circumstances (including adverse weather) not exclusively caused by us and within our control, or which render our performance impossible, impracticable or unduly burdensome or costly;
 - c) Damages to or conflicts with utilities or other physical structures or conditions (or the removal or relocation thereof), the existence or location of which were omitted or misstated by plans, surveys, reports, markings or other information relied upon by us in the course of planning or executing Work;
 - d) Providing any services, labor, materials or equipment that is not specifically included in the description of Work contained in this Proposal or duly signed change order or other written modification of these terms; provided, we may elect to perform additional or extra work or services pursuant to any request or directive from Customer without mutual written agreement specifying the basis for payment for same, and in such case we will be compensated based on our

standard rates and charges in effect when such work or services are rendered, and we shall also be entitled to an appropriate scheduling extension if and as needed.

- e) Errors, inconsistencies or deviations shown by or inherent in plans, drawings, surveys or other information furnished to us by Customer or others and relied upon by us in performance of the Work;
 - f) Utilizing means, methods, techniques or procedures which would result in added costs, delays, inefficiencies or other unplanned adverse impacts upon our Work;
 - g) Performing any Work in an area affected by asbestos, polychlorinated biphenyl (PCB) or other hazardous material or toxic condition or substance (as those terms are defined by law or common trade practices) which has not been rendered harmless;
 - h) Damage to or deterioration or diminished performance characteristics of our Work or other property resulting from any cause or condition beyond our exclusive and direct control, including, but not limited to those caused by (i) failures, discrepancies, deficiencies or other inadequacies in construction performed or undertaken by Customer or others, whether or not the existence of such failure or inadequacy was known or discoverable by us at or prior to the time our Work was undertaken by us, and (ii) deferral or postponement of any part of the Work due to weather or seasonal conditions, or for Customer's convenience.
 - i) Any special, incidental, consequential or liquidated damages.
3. If we encounter any condition or circumstance in performing Work that differs materially from that described herein or indicated in applicable plans or specifications or other Project information that has been provided to us as of this date, or is not of the type generally encountered in performing the type and nature of Work described herein, then we shall be entitled to an equitable adjustment in price and/or allotted time for performance of the Work. If Work is delayed or accelerated for any reason beyond our control, compensation shall be equitably adjusted and time for performance shall be extended to account for such delay or acceleration.
 4. Subject to conditions and limitations stated elsewhere in this Proposal, our Work will be of good quality in accordance with generally accepted trade standards and free from material defects not inherent in the quality specified or permitted to be performed or installed. Such warranty excludes any remedy for damage or defect caused by or resulting from abuse, modifications not executed by Subcontractor, errors or deficiencies inherent in the selection of products, methods or procedures specified or permitted by the Subcontract Documents, improper or insufficient maintenance, improper operations, or normal wear and tear under normal usage, or inadequacies caused or aggravated by deficient work or inspections performed by others. This warranty shall be in force for a limited period of one (1) year following the last day when significant construction activities for the affected Work were last performed by us, or one (1) year after substantial completion of the entire Work, whichever occurs first. This warranty shall be in lieu of any other express or implied warranty in respect of the Work. No claim arising from any actual or alleged defects or deficiencies in our Work shall be valid unless (i) we substantially neglect or refuse to address the circumstance(s) giving rise thereto within fourteen (14) days after receipt of written notice from Customer describing the defect or deficiency and requesting correction of same, and (ii) expiration of seven days (7) following our receipt of an additional written notice from Customer stating the claim or other action intended to be taken by Customer. Failure of Contractor or any other party to give such notices to us shall conclusively be deemed a release and waiver of any claim in respect of any actual or alleged defect, deficiency or other inadequacy in our Work.
 5. Except as otherwise specifically provided herein, Customer shall make payments for Work based upon monthly invoices for Work rendered and within thirty (30) days following receipt of invoice. Failure to provide written notice objecting to any invoiced charges within ten (10) days following receipt of invoice shall be deemed an acceptance and approval of same. No retainage shall be withheld from any interim or final payment. Past due payments shall bear interest at the rate of two percent (2%) per month. Customer's obligation to make payment shall not be conditioned upon Customer's receipt of payment from any third party.
 6. We may cease performing work and terminate further contractual obligations concerning our Work upon (i) any substantial failure of the Customer to perform in accordance with the terms hereof, and/or (ii) nonpayment of amounts remaining unpaid for 10 days or longer after such amounts first become due, and/or (iii) Customer's bankruptcy or actual or threatened insolvency. In such case, we shall be entitled to payment for all Work executed and for all loss and damages pertaining to Work remaining to be performed, including reasonable allowances for overhead and profit.
 7. Any controversy or claim arising out of or related to this Proposal or rendering of Work shall, at our sole discretion, be settled by arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Such arbitration, if implemented, shall not impair any mechanics' lien or bond claim rights or similar remedies. We shall not be bound by any award, judgment or other form of decision or adjudication in connection with any claim or dispute in any proceeding in which we are not lawfully joined as a party.
 8. In any action, claim or defense asserted by us to enforce any obligation of Customer hereunder, including but not limited to payment obligation(s), we shall be entitled to recover attorney fees and other expenses of arbitration or litigation.

Design-Build's Strongest Link Since 1955



Amended Substance Abuse Policy

The Panzica Way...

THE PANZICA WAY IS BUILT ON TWELVE SUPPORTING PRINCIPLES



Have Integrity
Serve Professionally
Solve Problems Creatively
Deliver Quality and Value
Maintain Communication
Emphasize Cooperation
Respect Team Members
Listen Well
Prioritize Safety
Practice Fairness
Keep Promises
Be Accountable

■ Substance Abuse Policy – Amended

Part 1— Introduction

Purpose

The use of alcohol and other drugs leads to unsafe working conditions for all workers, as the impaired worker is a potential hazard to himself/herself and to others around.

The purpose of this document is to outline a substance abuse program for Panzica Building Corporation (the “Company”) which establishes and maintains a safe and healthy work environment, free from drugs and alcohol. Although this document provides essential information, it cannot address all situations that may arise.

Once officially adopted, this policy supersedes any prior Company Substance Abuse Policy. Note that while it is the intention of the Company to comply with state and federal laws and regulations, where state and federal law differ, however, the Company will comply with federal laws and regulations.

Benefits

the Company has developed this program to provide the following benefits to the local construction industry:

- Minimize the duplication of effort created by multiple substance abuse programs that would be necessary were it not for this industry-wide program.
- Establish minimum standards for substance abuse programs for contractors and building trade unions.
- Assist owners and contractors in developing substance abuse policies that result in increased safety for all on-site workers.

ID Card and Database Protocol

- Test results from all the Company required testing will be entered into the Company database. The employee's annual test date is automatically updated with any negative drug result entry.
- A Company ID Card will be issued to employees with a negative test result.
- A new card will not be issued each time a test is taken.
- A new card will be issued as needed to update an employee's photo and/or replace a worn unreadable card.
- The Company ID Card is the property of the Company. Employers and employees are to return invalid cards to the Company.

Part 2 — Definitions

The following terms and definitions are provided to ensure a common understanding of terms and consistency of use:

Accredited Laboratory (SAMHSA). A federally certified laboratory approved by the

Federal Department of Health and Human Services (DHHS) for testing prohibited items and substances.

Accident/Incident. Any event caused by an employee, either directly or indirectly, that results in treatment by a health care provider, or that resulted in damage to property. This would also include any serious near-miss incidents.

Adulteration. Tampering with a test sample by the substitution or addition of other ingredients to mask the presence or use of illegal drugs, resulting in a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration that it is not consistent with human urine.

Annual. Each employee's obligation is to be tested at least once every 12 months.

Controlled Substances. Includes all illegal drugs listed in this document with the Department of Transportation (DOT) limits and includes:

- Controlled substances, "look alike" and "designer" drugs
- Prescription drugs, used by a person other than the intended user
- Drug paraphernalia
- Alcoholic beverages. in the possession of or used by an employee on the premises, or while assigned to work off premises

Contractor. Employees or subcontractors of a corporation, company, or entity that performs construction or maintenance work.

Medical Review Officer (MRO). The licensed physician responsible for receiving laboratory results generated by a substance abuse testing program.

An MRO has:

- knowledge of substance abuse disorders
- received appropriate medical training to interpret and evaluate an individual's medical history
- been certified by either the American Association of Medical Review Officers (AAMRO), American College of Occupational and Environmental Medicine (ACOEM), or Medical Review Officer Certification Council (MROCC).

Company ID Card. A Company ID Card is one that states that it meets the requirements of the Company substance abuse program, and/or reciprocity with the Company program, and is verifiable through Company management.

Company ID Card (Counterfeit). A Company ID Card modified in any manner without authorization from the Company.

Owner. The corporation, company, agency, or other entity, that hires contractors to perform construction work and/or maintenance work on their premises.

Pre-employment Site Entry. Screening of prospective employees to determine if an applicant is capable of safely performing required tasks and meeting the prerequisites for employment.

Probable Cause/Reasonable Suspicion. Circumstances based on the objective evidence about the employee's conduct in the workplace which would cause a reasonable person to believe that the employee is demonstrating signs of impairment due to alcohol or other drugs

Substance Abuse Professional (SAP). An SAP can be a:

- licensed physician (Medical Doctor or Doctor of Osteopathy)
- licensed or certified psychologist
- licensed or certified social worker
- licensed or certified employee assistance professional
- state-licensed or certified marriage and family therapist
- drug and alcohol counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC); or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse (ICRC); or by the National Board for Certified Counselors, Inc. and Affiliates/Master Addictions Counselor (NBCC).
- licensed or certified mental health counselor
- Or any additional licensed or certified professional as approved by the federal government for compliance with the Department of Transportation's substance abuse program.

An SAP must have knowledge of and clinical experience in the diagnosis and treatment of substance abuse-related disorders.

Test(s). (Note: All types of tests applicable to the Company program are defined in Part 4)

Part 3 — Tests, Procedures and Supporting Information

Reasons for Testing

Contractors are required to send all drug test results, regardless of the reason for testing, to the Company to be entered in the Company database.

The types of testing, associated information, guidelines, and time constraints, if applicable, as required by the Company, are shown below in alphabetical order.

Annual/Pre-employment Test

- Each onsite employee is to participate in annual testing or provide documentation of having been tested within the past 12 months.
- The latest test date will become the employee's new annual test date

- for participation in the Company program.
- An employer is prohibited from giving any more than 14 days' notice of testing to an employee.
- Employers are responsible for notifying employees when their annual test is due.

Follow-up Test

- Follow-up testing is required after an employee has taken a return to duty test. The number of follow-up tests will be set by the SAP. A minimum of 3 is required.
- The test results must be negative.
- The employee will be notified by telephone or letter to report for testing no later than the day after receiving notification.
- If the employee fails to complete follow-up testing, their Company ID Card will be marked "not available" in the Company database and they will be required to repeat all of the requirements in 4.5 of this policy.
- Even though failure to complete the test may be due to the fact that the employee was laid off or out of the local area (i.e., for vacation), the employee is responsible for contacting the third party administrator as soon as possible upon notification of receipt after the fact. The length of time that was designated by the SAP to complete their follow-up tests will be extended by the length of time they are non-compliant for not reporting for the test.
- The employee is responsible for payment.

Post-Accident/Incident Test

- This test is required when the employee is involved in any accident, incident, or event caused directly or indirectly by the employee that either:
 - Results in treatment by a health care provider, or
 - Results in damage to property.
- This will include any serious near-miss incident
- The employee(s) are to proceed directly for testing, or as soon as possible, and before the employee returns to the job site. It is the contractor/subcontractor's responsibility to see that testing is done within the time frame described above.
- See Appendix E for additional guidance for Post-Accident/Incident testing.
- The employee(s) shall be tested for both drugs and alcohol.

Probable Cause/Reasonable Suspicion Test

- This test is required at the time of observable probable cause circumstances based on objective evidence about the employee's conduct in the workplace that would cause a reasonable person to believe that the employee is demonstrating signs of impairment due to alcohol or other drugs.
- Examples of objective evidence include an employee showing signs of impairment such as difficulty in maintaining balance, slurred speech, or erratic behavior, etc.
- These observations must be documented, and a copy provided to the employee.
- Only supervisors who have had training on determining reasonable suspicion are qualified to require a reasonable suspicion test.

Random Test

- The Company shall have contractor employees working on their premises submit to random drug and alcohol tests.
- It is the owner's responsibility to see that their selection is truly random without discrimination or arbitrary selection.
- The Company random testing is to be an unannounced, unscheduled drug and alcohol test.
- Upon notification, the employee must report immediately to the testing facility.
- The Company shall give notification of testing to the employee before the end of a shift to take the possibility of a two (2) hour wait into consideration.
- Company random testing should be conducted at levels comparable to current construction and maintenance activity but must be conducted as least annually.

Returning to Duty Test

- After a positive test result, for an employee to return to work, the employee is required to take a return to duty test.
- The test result must be negative.
- The employee is responsible for payment.

Part 4 — Drug Testing Procedures

Specimen Collection

- Specimen collection will be conducted in accordance with 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol Testing Programs", unless noted otherwise in this policy, and applicable state and federal law.
- Testing must be performed by a DHHS-approved laboratory.
- the Company does not follow the complete regulatory testing requirements of the DOT, only the general guidelines. The following urine collection procedures are followed for the Company program that are different from DOT:
 - Non-federal chain of custody is used.
 - Split collection is preferred, but not mandatory.
 - If an employee provides an unacceptable specimen (ex. Temperature out of range), the unacceptable specimen is discarded and NOT sent to the lab for testing (only the specimen collected under observation is sent to the lab).
 - Return to duty and follow-up tests are not required to be collected under direct observation.
- The Company procedures are designed to:
 - ensure the security and integrity of the specimen according to accepted federal DOT chain-of-custody guidelines.
 - make every reasonable effort to maintain the dignity of anyone submitting a specimen for this program.
- If an employee is unable to provide a specimen at the time of testing, the

employee could be required to wait up to two hours without leaving the test facility. Failure to remain and complete the test is the same as a refusal to test with the same sanctions as a positive test result. Make sure that notification of random testing is given in ample time before the end of a shift.

- Types of specimens:
 - The employee will provide a urine specimen for the drug test.
 - If an employee is physically unable to produce a proper urine sample, a test may be done by a different method, such as hair, saliva, etc., and must be approved by the third-party administrator or the Company substance abuse committee. The employee must present written documentation (see Appendix) from a medical doctor that supports his inability to provide a urine specimen to the MRO. The employee or company must contact the third-party administrator for instructions on how to test using an alternate method.
- A photo ID must be presented at the time of collection to verify the employee's identity.
- The employee will be asked to empty all pockets and display the contents to the collector.
- The employee will have up to two hours to provide a specimen. If the employee leaves before the two hours having not provided a specimen, this test will be processed the same as a refusal to test.
- The employee will be afforded privacy to provide the specimen unless:
 - The collector observes evidence of an employee's attempt to tamper with a specimen, or
 - The temperature range of the original specimen was out of normal range, or
 - It appears that the specimen was tampered with, or
 - The specimen was determined invalid by the laboratory
- Upon completion of testing the employee will be given a copy of the Custody and Control Form (CCF).

Laboratory Testing Procedures

All substance analysis will be done in SAMHSA laboratories certified by DHHS.

Laboratory procedures will include:

- Initial screen on each specimen. If the initial test is positive a confirmation test will automatically be performed. A test is considered positive if the detected level of the drug is at or above the cutoff level shown in Appendix A. The Company recommends that no adverse action or discipline be taken against any worker or applicant for employment on the basis of any positive test that has not been confirmed.
- Validity testing is required for each specimen. Each specimen is measured for creatinine level, specific gravity, and pH to determine if any of the following occurred:
 - Adulterants or foreign substance(s) were added to the urine,
 - The specimen was substituted, or
 - The urine was diluted.
- The laboratory will report all results to the MRO. The MRO will make a final determination of the verified results. The results will be reported to the designated employee representative.

MRO Procedures

All drug testing shall come under the control and supervision of a physician with confidentiality protected in accordance with state law and the "AMA Code of Ethical Conduct for Physicians Providing Occupational Medical Services". All testing results shall be verified by an MRO.

The MRO provides a medical review of all test results issued by the laboratory as follows:

- If the laboratory result is negative, the review is completed, and a negative result is reported.
- If the laboratory result is positive, adulterated, substituted, or invalid, the MRO will:
 - Make one attempt to contact the donor by telephone to inform him of the results and complete an interview to determine whether a legitimate medical explanation exists for the result reported by the laboratory.
 - If the MRO left a message, but did not talk to the employee by 10:00 AM of the following workday, the MRO will call the employer to report the results. In any case, the employee always can discuss the test results with the MRO.
 - Ingestion of products that contain hemp will not be an acceptable explanation for testing positive for marijuana.
- If the laboratory reports an invalid result to the MRO, the MRO will contact the employee and ask if the employee may have taken any medication that may interfere with some immunoassay tests.
- If the employee provides an acceptable explanation, the test will be canceled, and no further testing will be required unless a negative result is required to obtain a valid Company ID Card.
- If the employee is unable to provide an acceptable explanation and denies having adulterated the specimen, the test will be canceled, and a second collection must take place immediately under direct observation
- If the laboratory reports a negative result that is also diluted to the MRO, the MRO will follow the protocol established in Appendix Band direct the employee to report for another test.

Specimen Retest Protocol

- When the MRO has informed the employee of a verified "positive drug test" or "refusal to test" because of adulteration or substitution, the employee/worker has 72 hours from the time of notification to request a retest of the specimen at a different SAMHSA laboratory.
- The employee may make the request verbally or in writing and make direct arrangements for payment with the MRO service, as the cost of the test is the responsibility of the employee.
- If the result of the retest is different from the original result, the test will be cancelled, and a recollection under direct observation will be needed.

Part 5 – Alcohol Testing Procedures

Alcohol testing is required for probable cause, post-accident/incident, and for random testing situations.

- Tests for alcohol shall be performed using the breath, saliva, or blood to determine a Blood Alcohol Content (BAC). If possible, a breathalyzer type instrument conforming to DOT standards should be used. If not available, then a blood sample may be used. If blood testing is necessary, the contractor/owner is responsible to provide a documented reason as to the reasons why a breath test could not be performed (see Appendix D).
- Failure to provide a sufficient breath sample to complete a breath test or refusing to provide a blood sample will be considered a "refusal to test" and have the same consequences as a positive test.
- All alcohol test results with a confirmed BAC test level of .04 or higher will be considered positive and will require the employee to be removed from the owner's property immediately. This result will also invalidate the employee's the Company ID Card.
- For the employee to become eligible for a Company ID Card again. The employee must complete the required program of rehabilitation outlined in this document.
- All alcohol test results with a confirmed BAC test level of .020 through .039 will require the employee to be removed from the owner's property for 24 hours or until the employee's next scheduled work time, whichever is longer.
- Any initial test that indicates a BAC level of .02 or greater must be confirmed by an Evidential Breath Testing Device (EBT) operated by the Breath Alcohol Technician (BAT). The confirmation test will be performed no sooner than 15 minutes and no later than 30 minutes following the completion of the initial test in accordance with current DOT guidelines.

Test results

- If a test was tampered with by the substitution or addition of other ingredients, the test result will be processed the same as a positive test result.
- When a recollection is required, i.e., due to adulteration or temperature, etc., the recollection will be observed according to DOT procedures.

Diluted Test

- A test result that produces a diluted specimen requires a retest. Refer to Appendix B for detailed instructions on how to process a diluted specimen. If the retest also produces a diluted specimen, it will carry the same consequences as a positive test result unless a valid medical reason exists.

Negative Test Result

- A drug result is considered negative if:
 - the laboratory finds no drug metabolite levels over the confirmed cutoff values, or

- the screen test and confirmation test indicated the presence of a legal or illegal substance(s) exceeding the limits, but the donor (employee) had a valid medical reason for the substance being detected in the specimen.
- An alcohol result is considered negative if the BAC is below 0.02.
- The employee's the Company ID Card will be updated in the Company database.

Positive Alcohol Test

A positive alcohol test occurs if the breathalyzer test, or its equivalent test, indicates the presence of alcohol that meets or exceeds the cut-off limits of the DOT as shown in this document.

Positive Drug Test Result

- A result is considered positive if the presence of the drug meets or exceeds both the screening and confirmation levels listed in Appendix A.
- The test must be verified by the MRO.
- The MRO must determine that the test results are not from the use of any prescription or over-the-counter medications, food, or any reason other than the illegal use of unlawful substances or controlled substances.

Refusal to Test

Refusal to submit to a test will carry the same consequences as a positive test. Refusal to test occurs if an employee:

- Adulterated, substituted, or refused to provide a urine specimen
- Failed to appear for testing within a reasonable period of time
- Failed to remain at the testing site until the testing process was completed
- Failed to provide a sufficient amount of urine within 2 hours without a medical reason and/or failed to undergo an MRO directed medical evaluation for such a reason
- Failed to cooperate with any part of the testing process, which includes the use of abusive/threatening language or behavior
- Disrupted the testing process
- Is found to possess or wear a prosthetic or other device that could be used to interfere with the collection process.
- Admits to the collector or MRO that he/she adulterated or substituted the specimen.
- Fails to permit an observed collection when required by the program.

Sanctions and Consequences for Failing a Test

The Company requires employees who test positive (including a refusal to test), to surrender their Company ID Card. The Company will refer employees with positive test results to an SAP for evaluation and treatment.

The employee must start a program of rehabilitation prior to returning to the Company site and must continue and complete the rehabilitation in order to be eligible to work on a Company site. The rehabilitation must include the following steps:

1. The employee must arrange for an evaluation with a Substance Abuse Professional (SAP).
2. The SAP evaluation must specify that the employee:
 - Must attend education classes and/or treatment.
 - Must perform the actions recommended by the SAP or assigned rehabilitation specialists.
 - Is subject to random follow-up testing not less than 3 times within the next 12 month from the employee's return to work test. In cases where the employee was unable to complete the follow-up test due to being laid off or out of town, etc., the length of time that was designated by the SAP to complete their follow-up test will be extended by the length of time the employee was not available for testing.
 - Will not be allowed to take another the Company drug test for at least 14 days from the date of the first positive test.
3. The employee is required to submit a letter from the SAP to the Company concerning their fitness for return to work including that the employee is eligible for a return to duty test.
4. The employee must take a return to duty test with negative results. These results must be
5. submitted to the Company for Company database entry.
6. The employee must actively complete any ongoing rehabilitation and follow-up testing required by the SAP to keep the Company ID Card valid.
7. Arrangements for all costs are the responsibility of the employee.
8. If an employee tests positive three (3) times within a 12-month period, the employee will not be eligible to retest or obtain a Company ID Card for a period of one year and will not be permitted to work on the Company owner property during that period.
9. Failure to comply with any of the above sanctions shall result in the employee surrendering their Company ID Card. The status of the employee's card will be changed to "not available" in the Company database.
10. The result of a person using a counterfeit drug card will be the same as a positive drug test.

Part 6 — Employee Responsibilities

Employee responsibilities are as follows:

- Report to work fit for duty.
- Be in the appropriate mental and physical condition necessary to work in a safe and competent manner, free of the influence of drugs and alcohol.
- Report to the employer any medications that may impair job performance or safety.
- Consent to and participate in Company required tests
- Consent to the release of the drug test results to the employer, for the Company database, or for specific purposes required by law.

Auditing Information

Owners may reserve the right, under conditions of strict confidentiality, to inspect the Contractor's substance abuse testing program records within 24 hours of the Owner's notification of intent to audit.

Part 7 – Employer’s/Contractors’ Responsibilities

Contractors or their employees working on or visiting a Company job site, including workers, new hires, replacements, and supervisory personnel, are subject to annual testing, testing for probable cause/reasonable suspicion, post-accident/incident testing, random testing and return LO duty/follow up testing as a condition of the contract between the Contractor the Company and the Company and the Owner.

Contractors shall comply with Owner requirements, when such Owner requirements are more stringent than the Company’s.

The Contractor should provide training to employees, including new hires, to help them understand the Contractor’s substance abuse testing policy, the effects of substance abuse on personal health and the work environment. Recognizing the behaviors common to substance abuse and the procedures for conducting substance abuse testing should also be included as a part of this training for supervisor personnel who could be required to initiate a reasonable suspicion/probable cause test.

Contractors are required to maintain a record keeping system that would allow the Company, or an Owner, or another Contractor with whom the Contractor has entered into agreement, to effectively conduct a compliance audit.

To protect everyone’s legal interest, all Contractors should obtain written consent from each employee that allows the release of otherwise confidential testing information to Contractor, the Company, or an Owner.

APPENDIX A: Testing Panel

Drugs of abuse are tested in a routine SAMHSA 5-panel screen. Owners and contractors can choose to test for additional drugs of abuse.

The Company Substance Abuse Program uses the drug screen components and cut-off levels listed below. In addition to these levels and substances, the creatinine level and specific gravity of the specimen will be measured.

If the creatinine level is less than 20 mg/dL but greater than 2.0 mg/dL and the specific gravity is less than 1.0030 but greater than 1.0010, the sample will be considered dilute, and another collection will be required. The second sample will be collected the morning after notification of a diluted specimen.

Adulterated specimens will be processed the same as a positive test.

The minimum requirement for a positive test result for alcohol will be a BAC of 0.04% w/vol., a level consistent with the DOT and CDL guidelines.

New drugs, preliminary cut-off and confirmation levels may be modified periodically in order to parallel the DOT and COL guidelines.

The Company Substance Abuse Program does not follow the complete regulatory testing requirements of the DOT, only the general guidelines.

Drug Class	Initial Screening Cut-Off Limit	Confirmation Cut-Off Limit
Amphetamines/Methamphetamines	500 ng/ml	250 ng/ml
MDMA/MDA (Ecstasy)	500 ng/ml	250 ng/ml
Cocaine	150 ng/ml	100 ng/ml
PCP-Phencyclidine	25 ng/ml	25 ng/ml
Opioids:		
Codeine/Morphine	2000 ng/ml	2000 ng/ml
6-AM – Heroin	10 ng/ml	10 ng/ml
Hydrocodone/Hydromorphone	300 ng/ml	100 ng/ml
Oxycodone/Oxymorphone	100 ng/ml	100 ng/ml
THC – Cannabinoids (Marijuana)	50 ng/ml	15 ng/ml

Alcohol Testing	Screening	Confirmation
Ethanol (Alcohol)	.04% w/vol.	.04% w/vol.

APPENDIX B: Diluted Specimen Processing

Instructions for Diluted Specimen Retest

A diluted specimen result requires a retest. If this is a second diluted result without a medical reason, it will be processed the same as a positive test result.

The MRO will report the dilute result to the employer's representative. The employer must provide specific instructions on fluid intake (see below) to the employee prior to retesting to prevent another diluted specimen.

The collection for another test must be done the morning after the employee has been notified. The employee may provide reasons for not being able to test which can be approved by the database manager. The database manager may reject the explanation. If the employee disputes the decision of the database manager, the employee can contact Company management to submit to consider further.

Employee Instruction Prior to Retesting

Here are instructions for the employee to be followed prior to retesting:

- Consume no fluids after 9:00 PM the night before the test.
- Limit fluid intake to a minimum the day of the test.
- The supervisor will inform the employee of the test time and location.
- It is the employee's responsibility to monitor intake of fluids to prevent another dilute specimen.

If the employee has a medical condition that will cause a dilute specimen, the employee's physician must provide medical information in writing to the MRO for evaluation. After reviewing the submitted information, the MRO will issue a final report to the employer. Under the MRO's discretion, a different type of test, i.e. hair test, may be permitted after an individual has provided two diluted specimens in a row. If a different type of test is ordered, the results of that test will be used to update the individual's database record.

APPENDIX C:

Evaluation Form for Inability to Provide an Adequate Urine Specimen

Purpose of Form: This physician referral form is to be used for an individual who was unable to provide a sufficient urine specimen within the time allowance stated in the Company Substance Abuse Policy. The Company policy states that a "refusal to test" will be issued if an individual is required to take a Company drug test and is unable to provide a sufficient specimen within the required time, unless the individual can provide a valid medical explanation. This form provides information to the employee, employer and the evaluation physician on the steps to be followed for the evaluation. This form should be filled out and given to the physician who will be doing the medical evaluation.

The Company substance abuse program will follow the same general protocol used by DOT for handling these types of evaluation. The specific DOT protocol taken from 49 CFR Part 40.193 is summarized below and will be used as a guide for the Company evaluations.

Background Information from 49 CFR Part 40.193:

When the collector informs the designated employee representative that an employee has not provided a sufficient amount of urine, they must, after consulting with the MRO (Medical Review Officer), direct the employee to obtain, within five working days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen. If the employee declines to have a medical evaluation, the MRO will verify the test as a refusal to test.

The referral physician must recommend that the MRO make one of the following determinations:

- (1) A medical condition has, or with a high degree of probability, could have precluded the employee from providing an adequate amount of urine.
- (2) There is not an adequate basis for determining that a medical condition has, or with a high degree of probability, could have precluded the employee from providing an adequate amount of urine. (For the purposes of this paragraph, a medical condition includes an ascertainable physiological condition (e.g., a urinary system dysfunction) or a documented pre-existing psychological disorder but does not include unsupported assertions of "situational anxiety" or dehydration.)

Once the referral physician completes their evaluation, they must provide a written statement of recommendations with a rationale basis to the MRO. This statement should provide only the *essential details* of the employee's medical condition necessary to explain their conclusion.

Employee/Employer information:

1. Employee must have an evaluation done by a physician as soon as possible. The employee must present this form to the evaluating physician. The evaluation should be done within five working days or else the MRO will be required to issue a refusal to test. Time extensions beyond the five working days must be approved by the MRO.
2. Employee should sign this consent allowing the physician to release their findings to you and the MRO.
3. Failure to provide an acceptable statement from a physician will result in a refusal to test, which carries the same consequences as a positive test result.

APPENDIX C (continued):

Physician Information and Instructions:

You have been requested to evaluate the individual indicated below because he/she was unable to provide an adequate amount of urine to complete a Company required drug test. Make sure you have read and understand the background information of 49 CFR Part 40.193 on the previous page. Your findings will assist the MRO in determining this individual's final test status. ***Please make sure item #1 or #2 below has been completed (and attach any additional information you believe is pertinent to this evaluation).*** If you have any questions regarding this evaluation, please call the Company at 574-234-0124.

Name & SSN (ID#) of employee: _____

Employer Name/Address: _____

Date employee was unable to complete required drug test: _____

Name (printed) of physician performing evaluation: _____

Physician Phone: _____ Fax: _____

I have determined, in my reasonable medical judgment, that:

- _____ 1. the employee **does** have a medical condition* that has, or with a high degree of Probability, could have precluded the employee from providing an adequate amount urine.
- _____ 2. **there is not** an adequate basis for determining that a medical condition* that has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of urine.

*For purposes of this paragraph, a medical condition includes an ascertainable physiological condition (e.g., a urinary system dysfunction) or a documented pre-existing psychological disorder, but **does not** include unsupported assertions of "situational anxiety" or dehydration.

Do not include in this statement detailed information on the employee's medical condition beyond what is necessary to explain your conclusion.

Explanation of finding: _____

Printed Name of Physician

Signature of Physician

Date of Conclusion

APPENDIX D: Documentation When a Breath Test Cannot Be Conducted

The Company requires a breath or saliva alcohol test for qualifying Post-Accident/Incident situations, reasonable suspicion, and immediate random testing situations. The Company has patterned their alcohol testing requirements after the regulatory testing requirements of DOT (Department of Transportation). DOT does not allow the use of blood for alcohol tests except in a few rare circumstances. The FMCSA (Federal Motor Carrier Safety Administration) division of DOT does allow employers to accept the results of breath, saliva, or blood tests conducted by Federal, State, or local officials having independent authority in Post-accident/Incident situations so long as the results of the tests can be obtained by the employer.

The Company program's policy will allow alcohol testing done by breath or blood. However, breath or saliva testing is the preferred method. Blood testing is only authorized when a breath or saliva test is impossible to obtain. The employer is responsible to provide a documented reason to the third party administrator as to why this alternative method (blood testing) was used. The form below can be used for such documentation and should be forwarded to the third-party administrator.

Name of Employee _____

Date _____

Complete explanation of why breath or saliva testing was not done:

- The Employee had medical treatment that prevented a breath alcohol test from being done within the allowed time frame.
- There is no testing facility open capable of performing a breath alcohol test within the allowed time frame. Provide time and location information had medical treatment that prevented a breath alcohol test from being done within the allowed time frame

- There was no testing facility capable of performing a breath alcohol test within the geographical area of where the testing needed to occur. Provide time and location information

- Other, please describe:

Company name and signature of Employer authorizing agent:

Date _____

APPENDIX E: Guidelines for Post-Accident/Incident Testing

Company policy requirement for Post-Accident/Incident Testing:

A substance abuse drug and alcohol test of an onsite contractor employee is required when they are involved in any accident/incident or event, caused by them either directly or indirectly, that results in treatment by a health care provider, or that results in damage to property, including any serious near-miss incident. The employee should proceed directly for testing or as soon as possible.

Recommended Steps for Post-Accident/Incident Testing:

1. Contractors are responsible for ensuring that a drug and alcohol test is completed for any accident or incident as defined above.
2. Needed medical treatment will take precedence over completing a drug and alcohol test. However, a drug and alcohol test should be done as soon as possible. The alcohol test should be administered within 2 hours of the accident/incident. If there is a delay of more than 2 hours, an explanation of why the testing was delayed or couldn't be completed should be documented.
3. The contractor must ensure that the facility who will be doing the post-accident test meets the following requirements.
 - a. Drug test requirement:
 - i. Use of a standard custody and control form
 - ii. Testing of specimen by a SAMHSA certified laboratory using the drug panel cut-off level set by CCS
 - iii. Test result reviewed by a certified MRO (Medical Review Officer)
 - b. Alcohol Test requirements:
 - i. A breath test should always be administered unless breath testing is not an option.
 - ii. A breath test should be done as soon as possible (within 2 hours). If it can't be completed within 8 hours, testing should cease and documentation explaining the inability to complete testing within 8 hours should be forwarded to the third-party administrator.
 - iii. The breath test should be administered by a certified BAT (Breath Alcohol Technician) using a breath testing device that meets the same requirement as DOT.
 - iv. If breath testing is not available, a blood draw may be used.
4. The results of all Post-Accident/Incident tests are required to be reported to the third-party database administrator as soon as possible following any Post-Accident/Incident testing so the results may be entered into the database.
5. If any Post-Accident/Incident test result is positive the contractor must immediately remove the employee from the Owner site and follow their Company policy's discipline for testing positive. Any positive test will render the employee's Company card invalid.

APPENDIX F: Fitness For Duty Form

REASONABLE CAUSE/OBSERVATION DOCUMENTATION

All employees, including yourself, occasionally exhibit some performance problems and behavior changes. Sometimes these problems and changes cause concern that an employee may be unfit to perform the employee's regular duties as a result of substance abuse. Below is a checklist of some possible observations for you to use in determining when there is reasonable cause for such concern and possible substance testing. This list is not intended to be all inclusive nor should you think that one symptom alone automatically means an employee is impaired.

NAME _____ DATE _____

LOCATION _____ TIME _____

The onset of one or more of the following observations may be cause for substance abuse testing:

SPEECH <input type="checkbox"/> Incoherent <input type="checkbox"/> Muddled <input type="checkbox"/> Slurred	AWARENESS <input type="checkbox"/> Confused <input type="checkbox"/> Sleepy <input type="checkbox"/> Erratic behavior	BALANCE <input type="checkbox"/> Swaying <input type="checkbox"/> Staggering <input type="checkbox"/> Falling	PHYSICAL INDICATORS <input type="checkbox"/> Pupils dilated/red eyes <input type="checkbox"/> Cold sweats/tremors <input type="checkbox"/> Alcohol/marijuana odor
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When you observe behaviors that may interfere with the employee's performance, you should note and document your observations. The employee should be counseled about performance problems, and any explanations volunteered or offered by the employee should be noted. Although work related performance or behavior problems might be cause for substance abuse testing, continued work related performance and behavior problems might result in reassignment, or discipline up to and including termination of employment.

WORK OBSERVATIONS <input type="checkbox"/> Unexplained or excessive absenteeism or tardiness <input type="checkbox"/> Unexplained or excessive absences from work area <input type="checkbox"/> Frequent trips to water cooler or restroom <input type="checkbox"/> Difficulty in understanding /recalling instructions <input type="checkbox"/> High frequency of accident occurrence	MOODS <input type="checkbox"/> Withdrawn/sad/morbid <input type="checkbox"/> Mood swings high and low <input type="checkbox"/> Nervousness/agitation <input type="checkbox"/> Other: _____ _____ _____	PHYSICAL INDICATORS <input type="checkbox"/> Rapid breathing <input type="checkbox"/> Inappropriate wearing of sunglasses <input type="checkbox"/> Other: _____ _____ _____
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Comments:

To the best of my knowledge and belief this report represents the action, appearance, and/or conduct observed by me and upon which I base my decision to suggest said employee be tested or be further evaluated by a supervisor.

EMPLOYEE SIGNATURE: _____

Employee signature is merely confirming that they have been informed of the situation.

SUPERVISOR SIGNATURE: _____

WITNESS SIGNATURE: _____

NOTE: THIS REPORT IS TO BE USED ONLY AS AN OBSERVATION AID, AND SHALL, TO THE EXTENT POSSIBLE, REMAIN CONFIDENTIAL.

