



# CITY OF SOUTH BEND

## BOARD OF PUBLIC WORKS

March 24, 2026

Mr. Tony Bogard  
F.A. Wilhelm Construction Co., Inc.  
630 E Bronson St., Suite 2  
South Bend, IN 46601  
[TonyBogard@fawilhelm.com](mailto:TonyBogard@fawilhelm.com)

RE: Amendment No. 1 to CMC Contract Madison Lifestyle District

Dear Mr. Bogard:

At its March 24, 2026 meeting, the Board of Public Works approved the above referenced Amendment No. 1 for CMC Contract Madison Lifestyle District in the amount of \$6,839,000.

Please find enclosed the agreement. Kindly sign and return it to [hhorvath@southbendin.gov](mailto:hhorvath@southbendin.gov) and retain a copy for your records.

Sincerely,

*/s/ Hillary Horvath*

Hillary Horvath, Clerk

Enclosures  
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# INTER-OFFICE MEMORANDUM

## DEPARTMENT OF PUBLIC WORKS DIVISION OF ENGINEERING

**TO:** Hillary Horvath, Clerk  
Board of Public Works

**FROM:** Zach Hurst, PE, Sr. Project Engineer

**SUBJECT:** Amendment No. 1 - Project No. 123-074  
Madison Lifestyle District – New Parking Garage – CMC

**DATE:** 03/17/2026

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On March 17, 2026, FA Wilhelm, as the City's Construction Manager for the new Madison Lifestyle District parking garage, will host a public meeting to open nine (9) bid packages related to early work at the site.

The intent of this early work is to get a head start on mobilization to and clearing of the site. The entirety of the Madison Lifestyle District (parking garage, apartments, and hotel) must be complete before the end of 2028 as a requirement for a significant portion of funding from the State of Indiana.

The remainder of the bid packages will be procured in July 2026. The overall project estimated cost for the new parking garage (and podium for the multi-family housing) is \$30.5M.

The nine bid packages are as follows:

- Temporary Fencing
- Tower Crane & Operator
- Foundations, Columns, and Slab on Grade
- Supply of Rebar
- Installation of Rebar
- Supply of Ready-Mix Concrete
- Elevators
- Site Demolition, Earthwork, and Site Utilities
- Aggregate Piers

# AIA<sup>®</sup> Document G735™ – 2021

## Authorization to Proceed with Early Release Work

**THIS AUTHORIZATION TO PROCEED WITH EARLY RELEASE WORK** (the "Authorization") dated the 24th day of March in the year 2026, is incorporated into

- [ X ] AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 22nd day of April in the year 2025 (the "Agreement") (In words, indicate day, month, and year.)
- [ ] AIA Document A134™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price dated the day of in the year (the "Agreement") (In words, indicate day, month, and year.)

for the following **PROJECT:**  
(Name and address or location)

Madison Lifestyle District – Parking Garage  
South Bend, IN 46601

**THE OWNER:**  
(Name, legal status, and address)

City of South Bend  
City Hall, Suite 400  
215 S. Dr. Martin Luther King Jr. Blvd.  
South Bend, IN 46601

**THE CONSTRUCTION MANAGER:**  
(Name, legal status, and address)

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

The Owner and Construction Manager agree that the Construction Manager shall perform the Early Release Work described below. The Early Release Work covered by this Authorization shall be included in the Construction Manager's Guaranteed Maximum Price or Control Estimate, as applicable. This Authorization commences the Construction Phase only for the Early Release Work.

### § 1 Early Release Work:

- .1 Scope of the Early Release Work:  
(Describe the scope of the Early Release Work below or attach a description of the scope of the Early Release Work to this Authorization.)

Bid Event 01 – Early Foundation, Site, and Elevator Package Bid Packages as itemized in the attached Exhibit 1 - GMP-1 Submission Document

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

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

- .2 Specifications applicable to the Early Release Work:  
*(Either list the Specifications here, or refer to an exhibit attached to this Authorization.)*

See Exhibit 1 - GMP-1 Submission Document for List of Specifications

Section	Title	Date	Pages
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- .3 Drawings applicable to the Early Release Work:  
*(Either list the Drawings here, or refer to an exhibit attached to this Authorization.)*

See Exhibit 1 - GMP-1 Submission Document for List of Drawings

Number	Title	Date
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- .4 Other documents applicable to the Early Release Work:  
*(List here any additional documents that are applicable to the Early Release Work.)*

**§ 2 Schedule for the Early Release Work:**

*(Describe any schedule requirements for the Early Release Work, including the date of commencement, interim milestone dates, and time for completion.)*

See the attached Exhibit 1 - GMP-1 Submission Document for Overall Project Schedule. This schedule includes both this early release work and the future work of the project that is not included in this Early Release

**§ 3 Compensation for the Early Release Work:**

Compensation shall be paid for the Early Release Work as provided in the Agreement, unless otherwise indicated below:

*(If the method for compensation for the Early Release Work differs from what is set forth in the Agreement, identify the compensation for the Early Release Work or describe how the compensation will be calculated for the Early Release Work, including any limitations on the price.)*

The Construction Manager's Fee plus the Cost of Work, both as defined in the Agreement, for the scope of this Early Release Work is guaranteed by the Construction Manager not to exceed Six Million Eight Hundred and Thirty-Nine Thousand Dollars (\$6,839,000.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

**§ 4 Payments for the Early Release Work:**

Payments shall be in accordance with the Agreement, unless otherwise indicated below:

*(Indicate all payment terms that differ from those set forth in the Agreement, such as the period covered by each Application for Payment or the date upon which each Application for Payment is due.)*

No Change

**§ 5 Retainage on the Early Release Work:**

Retainage shall be withheld in accordance with the Agreement, unless otherwise indicated below:

*(Insert all retainage terms that differ from those set forth in the Agreement, such as retainage amount, items not subject to retainage, terms for reduction, or limitation of retainage.)*

No Change

**§ 6 Insurance and Bonds Required for the Early Release Work:**

**§ 6.1** The Owner and Construction Manager shall purchase and maintain insurance for the Early Release Work as set forth in the Agreement, unless otherwise indicated below:

*(Identify any insurance requirements that differ from those stated in the Agreement, such as coverages types, coverage limits, durations for professional liability or other coverages, and other terms and conditions.)*

No Change

**§ 6.2 Other Insurance:**

In addition to the insurance requirements in the Agreement, the Construction Manager and/or Owner shall carry the following types of insurance:

*(List below any other insurance coverage to be purchased and maintained by the Construction Manager or Owner for the Early Release Work, not otherwise required by the Agreement, such as pollution insurance, etc.)*

None

**§ 6.3** The Construction Manager shall provide bonds for the Early Release Work, in accordance with the requirements of the Agreement, unless otherwise indicated below:

*(Identify any bond requirements that differ from those stated in the Agreement, such as any difference in the penal sum of the bonds.)*

No Change

**§ 7 Other Terms and Conditions for the Early Release Work:**

All terms and conditions of the Agreement shall apply to the Early Release Work unless otherwise indicated below.

*(Describe any terms and conditions related to the Early Release Work that differ from the terms and conditions of the Agreement.)*

None

This Authorization is entered into as of the day and year first above written.

\_\_\_\_\_  
**OWNER (Signature)**

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER (Signature)**

Mitch Davison Operations Manager

\_\_\_\_\_  
*(Printed name and title)*

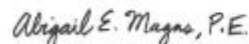
**CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS**



Elizabeth A. Maradik, President



Murray L. Miller, Member



Abigail E. Magas, Member



Joseph R. Molnar, Vice President



Breana N. Micou, Member



Attest: Candy Bermudez, Acting Clerk

Date: March 24, 2026

March 20, 2026

Mr. Zach Hurst, PE  
Senior Project Engineer  
City of South Bend  
City Hall Suite 400  
215 South Dr. Martin Luther King Jr. Blvd.  
South Bend, IN 46601

**RE: GMP-1 (Guaranteed Maximum Price)  
Madison Lifestyle District – Parking Garage**

Mr. Hurst,

Enclosed is our GMP-1 as described in the attached documentation for the Madison Lifestyle District Parking Garage Construction for the City of South in South Bend, IN. Contained within this packet is the GMP in the amount of **\$6,839,000**.

**Financial Summary:**

<u>GMP-1 (Bid Event #1)</u>	<u>\$ 6,839,000</u>
<b>GMP-1 Total</b>	<b>\$ 6,839,000</b>

Enclosed are the following sections:

1. Bid Recap – Bid Event #1
2. Assumptions & Clarifications
3. General Requirements and General Conditions
4. Subcontractor Bid Analysis
5. Construction Schedule
6. Site Logistics
7. RFI Response Log
8. Document List
9. Project Bid Manual

We look forward to discussing this submittal further with the project team. Please do not hesitate to contact us at (317) 538-0868 if you have any questions or comments.

Sincerely,

Mitch Davison  
Operations Manager  
F.A. Wilhelm Construction., Inc.

**Madison Lifestyle District - Parking Garage**

BID RECAP MASTER

March 20th, 2026

Bid Event	Bid Package	Bid Package Description	Apparent Low Bidder	Bid Package Total	SD Budget	DELTA
1	02A	Temporary Fence	K & K Fence	\$57,120	\$24,000	\$33,120
1	02B	Tower Crane & Operator (anchor stool & footing design only)	Maxim Crane	\$28,248	\$28,000	\$248
1	03A	Foundations	F.A. Wilhelm	\$1,697,000	\$1,732,000	-\$35,000
1	03B	Rebar - Supply	Whitecap	\$328,749	\$188,000	\$140,749
1	03C	Rebar - Installation	F.A. Wilhelm	\$268,400	\$180,000	\$88,400
1	03D	Ready Mix Supplier	Ozinga	\$615,106	\$390,000	\$225,106
1	14A	Elevators	TK Elevator	\$888,000	\$1,050,000	-\$162,000
1	31A	Site Demolition, Earthwork, & Site Utilities	Indiana Earth	\$1,240,200	\$1,723,410	-\$483,210
1	31B	Aggregate Piers	Pier Foundations	\$294,271	\$372,000	-\$77,729
<b>BID PACKAGE SUBTOTAL</b>				<b>\$5,417,094</b>	<b>\$5,687,410</b>	<b>-\$270,316</b>
General Conditions				\$359,100	\$359,100	\$0
General Requirements				\$358,894	\$358,894	\$0
Design & Estimate Contingency				5.00% \$0	\$320,270	-\$320,270
Builders Risk Insurance				0.40% \$113,794	\$113,794	\$0
General Liability Insurance				0.50% \$146,396	\$146,396	\$0
Performance and Payment Bond				0.51% \$186,323	\$186,323	\$0
Construction Management Fee				2.75% \$181,399	\$197,235	-\$15,836
Precon Fee				\$76,000	\$38,000	\$38,000
<b>TOTAL</b>				<b>\$6,839,000</b>	<b>\$7,407,423</b>	<b>-\$568,422</b>

\*BP 14A includes (4) elevators. SD Budget had (3) elevators included.

\*BP 31A has an allowance of \$100k for sanitary manholes not shown on drawings.

March 20, 2026

**Project: Madison Lifestyle District Parking Garage – Bid Event #1**

## **GMP Clarifications and Assumptions**

This document consists of allowances, clarifications, and assumptions that are integral to the Madison Lifestyle District Parking Garage Guaranteed Maximum Price (GMP1) Proposal to provide the City of South Bend with a full and completely accounted for project per the received contractual drawings, specifications, and documents.

We are more than willing to discuss or elaborate on any and all of the below at your request:

### **General:**

1. Documents captured in this GMP:
  1. Drawing Log is attached as an exhibit to GMP Phase 1 proposal.
  2. Specifications Log is attached as an exhibit to GMP Phase 1 proposal.
  3. Project Bid Manual is attached as an exhibit to GMP Phase 1 proposal.
  4. Site Logistics is attached as an exhibit to GMP Phase 1 proposal.
  5. Schedule is attached as an exhibit to GMP Phase 1 proposal.
  6. RFI Response Log is attached as an exhibit to GMP Phase 1 proposal.
  7. General Requirements and General Conditions are attached as an exhibit to GMP Phase 1 proposal.
2. The assumptions and clarifications listed below state conditions that are not clearly identified in the documents. In instances where the assumptions or clarification is in conflict with further design documentations the issue will be resolved according to the Owner/CM and Owner/Architect agreements.
3. GMP excludes any Owner Furnished or Owner Installed items.
4. Owner will pay use charges for sewer, water, and electric power service after substantial completion. Installation, removal, connections or extensions of services as required for construction operations (Temporary Facilities & Controls) shall be provided by Contractor.
5. Includes coordination with the Owner's Commissioning consultant.
6. Includes preconstruction fee of \$76,000. The original preconstruction fee has been doubled due to procurement being phased in two segments.

### **General Exclusions:**

1. Subcontractor payment and performance bond alternate.
2. Sales and use tax for permanent materials is excluded. Sales and use tax for non-permanent materials is included in accordance with State Statute.
3. Utility consumption costs (i.e. electric, water, gas, chilled water, steam, etc.), assessment fees, excess facility charges, and installation costs and any furnishing of meters (water, irrigation, steam, gas, etc.).
4. Architectural, engineering, or Legal fees. (only delegated design for specified systems is included).



### **Insurance & Bonding:**

1. Construction Contingency – Includes 3% for Construction Contingency as defined in Section 3.2.4 of the Contract.
2. Subcontractor Bonds – Contractor is not employing a subcontractor default insurance program for this project.
3. Builder's Risk Insurance – Includes a fixed rate of 0.40% for the cost to provide Builder's Risk Insurance coverage per the policy terms.
4. Liability and Professional Insurance – Includes a fixed cost rate of 0.50% to cover Commercial General Liability and Excess Liability coverage per Section 14.3.
5. Performance and Payment Bond – Includes a fixed rate of 0.50% for the cost to provide a Payment and Performance bond for the entirety of the value of this GMP.
6. Insurance & bond coverage was bound immediately upon execution of the GMP-1 change order therefore, the full amounts indicated on the Bid Recap Master for Builder's Risk, General Liability, and Performance & Payment bond will be included on the first payment application after execution of this GMP-1.

### **General Requirements:**

1. Includes the general requirements as shown in the GC's and GR's attachment.

### **Staffing:**

1. Staffing is based on projected staffing costs through October 31<sup>st</sup>, 2026.
2. Project staff will be billed per the rates below:
  - a. Project Manager - \$110/HR
  - b. Project Engineer - \$70/HR
  - c. Superintendent - \$120/HR
  - d. Safety Manager - \$100/HR

### **Bid Package 02A – Temporary Fencing**

1. Drawing set clarification. Work included through Addendum 4.
2. The apparent lowest responsible and responsive bidder is K & K Fence.

### **Bid Package 02B - Tower Crane & Operator**

1. Drawing set clarification. Work included through Addendum 4.
2. The apparent lowest responsible and responsive bidder is Maxim Crane.
3. For purposes of this phase we are only contracting the erected stool and engineering design.
4. The remainder of this work will be contracted in a future bid package.

### **Bid Package 03A - Foundations**

1. Drawing set clarification. Work included through Addendum 4.
2. The apparent lowest responsible and responsive bidder is F.A. Wilhelm Construction Co., Inc.

### **Bid Package 03B – Rebar - Supply**

1. Drawing set clarification. Work included through Addendum 4.
2. The apparent lowest responsible and responsive bidder is Whitecap Construction.



**Bid Package 03C – Rebar – Installation**

1. Drawing set clarification. Work included through Addendum 4.
2. The apparent lowest responsible and responsive bidder is F.A. Wilhelm Construction Co., Inc.

**Bid Package 03D - Ready Mix Supply**

1. Drawing set clarification. Work included through Addendum 4.
2. The apparent lowest responsible and responsive bidder is Ozinga Ready Mix Concrete, Inc.

**Bid Package 14A - Elevators**

1. Drawing set clarification. Work included through Addendum 4.
2. The apparent lowest responsible and responsive bidder is TK Elevator Corporation.

**Bid Package 31A - Site Demolition, Earthwork, and Site Utilities**

1. Drawing set clarification. Work included through Addendum 4.
2. The apparent lowest responsible and responsive bidder is Indiana Earth, Inc.
3. Includes and allowance of \$100,000 for (3) sanitary manhole structures not shown on civil drawings but required. Reference Owners' Allowance Section below.

**Bid Package 31B - Aggregate Piers**

1. Drawing set clarification. Work included through Addendum 4.
2. The apparent lowest responsible and responsive bidder is Pier Foundations, LLC.

**Owners Allowances:**

1. Drawing set clarification. Work included through Addendum 4.
  - a. An allowance of \$100,000 is included for (3) sanitary manhole structures that have not been included in the civil design but required. To be reconciled in Phase 2 GMP.



**Madison Lifestyle District - Parking Garage**  
 Subcontractor Bid Analysis Spreadsheet



Bid Package   02A Temporary Fencing		K & K	Premium		
<b>BASE BID</b>		\$57,120	\$79,640		
<b>Specifications/General</b>					
Bid Package Standard Bid Form		submitted	submitted		
Supplemental Bid Form		submitted	submitted		
Form 96		submitted	submitted		
Subcontractor Qualification Form		submitted	submitted		
Responsible Bidder Checklist		N/A under \$300,000	submitted		
<b>Scope Verification</b>					
	<b>Qty</b>				
1. What is your footage of fence that you included?			1520 LF		
2. Standard 6' chain link fence?			yes		
3. Driven posts at all gates?			yes		
4. Did you include 2 additional trips to project site?			yes		
5. Removal of fence upon completion of project?			yes		
6. What type of system			panelized		
7. Do you see any issues with the schedule of timing for your scope?			No issues		
8. Restoration of concrete & asphalt where there will be driven posts			yes		
			includes fence screen with FAW logo		
<b>Diversity</b>					
WBE		-	-		
MBE		-	-		
VBE		-	-		
<b>Miscellaneous</b>					
<b>TOTALS</b>		\$57,120	\$79,640	\$0	\$0

<b>Alternates</b>					
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Alternate #1 - Payment & Performance Bond			\$1,123		

**Madison Lifestyle District - Parking Garage**  
**Subcontractor Bid Analysis Spreadsheet**



Bid Package   02B Tower Crane & Operator	Maxim			
<b>BASE BID</b>	\$842,953			
<b>Bid Forms</b>				
Bid Package Standard Bid Form	submitted			
Supplemental Bid Form	submitted			
Form 96	submitted			
Subcontractor Qualification Form	submitted			
Responsible Bidder Checklist	submitted			
<b>Specifications/General</b>				
Division 00				
Division 01				
Documents				
Drawings dated 02/16/2026				
Specifications dated 02/13/2026				
Project Bid Manual				
General Scope of Work				
Specific Scope of Work				
Construction Schedule				
Site Logistics Plan				
Subcontract Exhibits 1 - 6				
Sample Subcontract Agreement and Wilhelm Terms and Conditions				
Addendum 01				
Addendum 02				
Addendum 03				
Addendum 04				
<b>Scope Verification</b>				
1. Subcontractor to include a 38-week duration for equipment.				
2. Subcontractor to include 1,520 crew hours for operation of the crane.				
3. Subcontractor to include 380 crew hours of overtime premium.				
4. Subcontractor to include (1) mobilization and (1) demobilization in base bid.				
5. Subcontractor to include setup and tear down of tower crane.				
6. Tower crane shall provide 10,000 lb capacity at the tip.				
7. Includes all road permits.				
8. Includes an add for zoning / anti-collision.				
9. Subcontractor to include 38 weeks of necessary maintenance.				
10. Subcontractor to include the anchor stool for foundation work.				
11. Subcontractor to include foundation design.				
12. Subcontractor to include all the above listed items into a lump sum base bid to be evaluated.				
<b>Exclusions:</b>				
1. Subcontractor has excluded all sales tax on permanent in place work due to tax exempt status of Owner.				
2. Subcontractor Payment and Performance Bonding.				
3. Electrical				
<b>Diversity</b>				
WBE	-			
MBE	-			
VBE	-			



**Madison Lifestyle District - Parking Garage**  
 Subcontractor Bid Analysis Spreadsheet



Bid Package   03A Foundations	F.A. Wilhelm Scott Lisinski				
<b>BASE BID</b>	\$1,697,000				
<b>Specifications/General</b>					
Bid Package Standard Bid Form	submitted				
Supplemental Bid Form	submitted				
Form 96	submitted				
Subcontractor Qualification Form	submitted				
Responsible Bidder Checklist	submitted				
<b>Specifications/General</b>					
Division 00	yes				
Division 01	yes				
03 10 00 Concrete Forming and Accessories	yes				
03 20 00 Concrete Reinforcing (as applicable)	yes				
03 30 00 Cast-in-Place Concrete	yes				
Geotech	yes				
Documents					
Drawings dated 02/16/2026	yes				
Specifications dated 02/13/2026	yes				
Project Bid Manual	yes				
General Scope of Work	yes				
Specific Scope of Work	yes				
Construction Schedule	yes				
Site Logistics Plan	yes				
Subcontract Exhibits 1 - 6	yes				
Sample Subcontract Agreement and Wilhelm Terms and Conditions	yes				
Addendum 01	yes				
Addendum 02	yes				
Addendum 03	yes				
Addendum 04	yes				
<b>Scope Verification</b>					
1. Subcontractor shall provide all structural cast-in-place concrete, forming, placing, pumping, finishing, and necessary and related materials to construct all foundations consisting of wall footing, foundation walls, elevator pit walls, platform foundation walls, mat foundations, column footings, etc. for a complete project. See exclusions below.	yes				
2. Work includes accessories and components of the Work including curing compound or proper curing methods, water stop, expansion joints, control joints, sawcut joints, reveals, chamfer strips, hardener, etc.	yes				
3. Includes all formwork, edge forms, block-outs, to complete the project. Formwork drawings must be submitted for review and approval.	yes				
4. All concrete shall be formed.	yes				
5. Subcontractor shall have a full-time non-working superintendent on the job at all times while Subcontractor's work is being performed. This requirement applies to all work under Subcontractor's Scope of Work. This superintendent must be present at all Subcontractor coordination meetings and safety meetings held by Contractor each week. Employees of Subcontractor shall be required to attend weekly job site safety meetings.	yes				
6. Subcontractor shall have a full-time Project Manager on the job at all times.	yes				
7. Subcontractor is responsible for overseeing Safety and Quality for this scope of work.	yes				
8. Include a minimum of 8 hours per week for project clean-up.	yes				
9. Includes overtime required to maintain the project schedule.	yes				
10. There will be no increase in cost for the duration of the project.	yes				

11. Includes all layout for this Work.	yes					
12. Includes all required equipment, hoisting, cranes, and pumps as required to complete concrete work.	yes					
13. All concrete is to be placed via pumps.	yes					
14. Rubbing, patching, and grouting to achieve proper finish as called for by the Contract Documents. Review project finish requirements for any architectural exposed or finished concrete. Include mock-ups for exposed, finished concrete surfaces for review and approval.	yes					
15. Install miscellaneous embedded items furnished by others. Define quantities if not shown for an allowance.	yes					
16. Casual dewatering is required to complete this scope of work, including rain events, runoff, minimal ground water, etc.	yes					
17. Conformance with OSHA safety requirements.	yes					
18. The subcontractor is responsible for grouting structural steel base plates.	yes					
19. Include concrete wash-out basin/dumpsters/area.	yes					
20. Include winter conditions as required within the attached Project Schedule.	yes					
21. Provide all structural excavation and backfill required to complete this Work. Includes removal of spoils off-site and backfill with approved, suitable materials.	yes					
22. The subcontractor has included stone/flowable fill beneath the foundations as shown in the documents.	yes					
23. The subcontractor shall include all construction and saw cut control joints per the documents.	yes					
24. Subcontractor to provide foundation insulation scope and requirements.	yes					
25. Subcontractor to provide all damp proofing.	yes					
26. Subcontractor to include allowance for a concrete foundation for base of tower crane. Assume 30'x30'x5'.	yes					
<b>Exclusions:</b>						
1. Subcontractor has excluded all sales tax on permanent in place work due to tax exempt status of Owner.	yes					
2. Subcontractor Payment and Performance Bonding.	yes					
<b>Diversity</b>						
MBE	-					
WBE	-					
VBE	-					
<b>Miscellaneous</b>						
<b>TOTALS</b>		\$1,697,000	\$0	\$0	\$0	\$0

<b>Alternates</b>						
Alternate #1 Payment and Performance Bond	\$8,500					

Madison Lifestyle District - Parking Garage  
Subcontractor Bid Analysis Spreadsheet



Bid Package   03B Rebar - Supply	CMC	Nucor	W Construction Supply	Whitecap	Circle City Rebar
	Matthew Robertson				
<b>BASE BID</b>	\$297,660	\$299,000	\$310,350	\$328,749	\$366,168
<b>Bid Forms</b>					
Bid Package Standard Bid Form	not received				
Supplemental Bid Form	not received				
Form 96	not received				
Subcontractor Qualification Form	N/A, Supply only				
Responsible Bidder Checklist					
<b>Specifications/General</b>					
Division 00	yes				
Division 01	yes				
03 10 00 Concrete Forming and Accessories (as applicable)	yes				
03 20 00 Concrete Reinforcing	yes				
03 30 00 Cast-in-Place Concrete (as applicable)	yes				
<b>Documents</b>					
Drawings dated 02/16/2026	yes				
Specifications dated 02/13/2026	yes				
Project Bid Manual	yes				
General Scope of Work	yes				
Specific Scope of Work	yes				
Construction Schedule	yes				
Site Logistics Plan	yes				
Subcontract Exhibits 1 - 6	yes				
Sample Subcontract Agreement and Wilhelm Terms and Conditions	yes				
Addendum 01	yes				
Addendum 02	yes				
Addendum 03	yes				
Addendum 04	yes				
<b>Scope Verification</b>					
1. Supplier shall provide all fabricated reinforcing steel for the concrete foundation scope including but not limited to the following: mat foundations, column footings, foundation walls, elevator pit walls, platform foundation walls.	yes				
2. Includes dowels extending out of this concrete scope into other concrete and CMU masonry.	yes				
3. Includes a (20) ton fabricated reinforcing steel supply allowance for a tower crane foundation.	\$26,000				
4. Includes a (5) ton fabricated reinforcing steel supply allowance.	\$6,500				
5. Includes rebar (plain), dowels, other concrete accessories required to install reinforcing.	yes				
6. Includes standees and bar supports.	yes				
7. All reinforcing steel shall be cut, bent, bundled, and tagged.	yes				
8. Includes all detailing, shop drawings, engineering, fabrication and freight to job site.	yes				
<b>Epoxy Bar</b>	7-8 tons, isolated to the continual footings and 3 tons in SOG area				
Tons of reinforcing steel	-\$4,000				
DBRs	222 tons, 7tons is epoxy -\$1,200				
<b>Exclusions:</b>					
1. Reinforcing steel for slab on grade, columns, shear walls, garage elevated decks and beams, and elevated podium deck.	yes, excluded				
2. Installation of reinforcing steel.	yes, excluded				
3. Subcontractor has excluded all sales tax on permanent in place work due to tax exempt status of Owner.	yes, excluded				
4. Subcontractor Payment and Performance Bonding.	N/A				
<b>Diversity</b>					
WBE	-				
MBE	-				
VBE	-				
<b>Miscellaneous</b>					
looking into a piece of SOG rebar trench drain, partitions?	Sending details				
Lead Times:					

Submittals	1-2 Weeks				
Engineer	1-2 Weeks				
Fab	1-2 Weeks				
detail 7/S305	confirming				
Coupler Counts					
<b>TOTALS</b>		<b>\$324,960</b>	<b>\$299,000</b>	<b>\$310,350</b>	<b>\$328,749</b>
					<b>\$366,168</b>

<b>Alternates</b>					

**Madison Lifestyle District - Parking Garage**  
 Subcontractor Bid Analysis Spreadsheet



<b>Bid Package   03C Rebar - Installation</b>	F.A. Wilhelm					
<b>BASE BID</b>	\$268,400					
<b>Specifications/General</b>						
Bid Package Standard Bid Form						
Supplemental Bid Form						
Form 96						
Subcontractor Qualification Form						
Responsible Bidder Checklist						
<b>Specifications/General</b>						
Division 00						
Division 01						
03 10 00 Concrete Forming and Accessories (as applicable)						
03 20 00 Concrete Reinforcing						
03 30 00 Cast-in-Place Concrete (as applicable)						
<b>Documents</b>						
Drawings dated 02/16/2026						
Specifications dated 02/13/2026						
Project Bid Manual						
General Scope of Work						
Specific Scope of Work						
Construction Schedule						
Site Logistics Plan						
Subcontract Exhibits 1 - 6						
Sample Subcontract Agreement and Wilhelm Terms and Conditions						
Addendum 01						
Addendum 02						
Addendum 03						
Addendum 04						
<b>Scope Verification</b>						
1. Subcontractor shall install all reinforcing steel for the concrete foundation scope including but not limited to the following: mat foundations, column footings, foundation walls, elevator pit walls, platform foundation walls.						
2. Includes dowels extending out of this concrete scope into other concrete and CMU masonry.						
3. Includes a (20) ton reinforcing steel install allowance for a tower crane foundation.						
4. Includes a (5) ton reinforcing steel install allowance.						
5. Includes tie wire and other concrete accessories required to install reinforcing.						
6. Includes installation of standees and bar supports.						
7. Includes pricing for a 40-hour work week and a 50-hour work week.						
8. Includes full-time onsite supervision.						
9. Includes project management.						
<b>Exclusions:</b>						
1. Reinforcing steel for slab on grade, columns, shear walls, garage elevated decks and beams, and elevated podium deck.						
2. Supply of reinforcing steel.						
3. Subcontractor has excluded all sales tax on permanent in place work due to tax exempt status of Owner.						
4. Subcontractor Payment and Performance Bonding.						
<b>Diversity</b>						
<b>Miscellaneous</b>						



**Madison Lifestyle District - Parking Garage**  
**Subcontractor Bid Analysis Spreadsheet**



Bid Package   03D Ready Mix Supply	Ozinga	
<b>BASE BID</b>	\$867,140	
<b>Bid Forms</b>		
Bid Package Standard Bid Form	Submitted the	
Supplemental Bid Form	scope bid form	
Form 96		
Subcontractor Qualification Form	N/A Supply only	
Responsible Bidder Checklist		
<b>Specifications/General</b>		
Division 00	N/A	
Division 01	N/A	
03 10 00 Concrete Forming and Accessories	yes	
03 20 00 Concrete Reinforcing (as applicable)	yes	
03 30 00 Cast-in-Place Concrete	yes	
<b>Documents</b>		
Drawings dated 02/16/2026	yes	
Specifications dated 02/13/2026	yes	
Project Bid Manual	yes	
General Scope of Work	in review	
Specific Scope of Work	yes	
Construction Schedule	yes	
Site Logistics Plan	yes	
Subcontract Exhibits 1 - 6	in review	
Sample Subcontract Agreement and Wilhelm Terms and Conditions	in review	
Addendum 01	yes	
Addendum 02	yes	
Addendum 03	yes	
Addendum 04	yes	
<b>Scope Verification</b>		
1. Furnish the supply of ready mix on the project for all mat foundations, column footings, foundation walls, elevator pit walls, platform foundation walls.	yes	
2. Includes all admixtures required by specifications and Concrete Mix schedule.	yes	
3. Includes high range on all mixes provided.	yes	
4. Includes admixtures, hot water, trucking, plant labor, testing coordination, and quality control as outlined in the contract documents.	yes	
5. Deliveries shall be coordinated in advance with the Construction Manager and Concrete Trade Contractor.	yes	
6. Supplier agrees and has capacity to supply project as described in contract documents.	yes	
7. Supplier has capacity to support and supply concrete pours in excess of 500 cy per day.	yes	
8. Supplier will maintain a minimum relative yield of 1 for concrete.	yes	
9. All environmental fees are included in unit prices indicated.	yes	

10. Ready-mix material is not subject to price escalation per the contract schedule.	yes	
11. Supplier shall provide all submittals, testing data, material data safety	yes	
12. Information, mix designs, and all other submittal requirements as listed in the specifications.	yes	
13. Suppliers contract will be based on unit prices provided on bid form and field verified quantities of supplied ready-mix.	yes	
14. Quantities provided are for estimating purposes only.	yes	
15. Subcontractor to fill out the following ready-mix pricing table, and admixture/additives table and to submit a lump sum bid for the parking garage based off forthcoming quantities provided.	yes	
<b>Exclusions:</b>		
1. Subcontractor has excluded all sales tax on permanent in place work due to tax exempt status of Owner.	includes tax, need tax exemption deduction	
2. Subcontractor Payment and Performance Bonding.	N/A	
<b>Diversity</b>		
	-	
	-	
	-	
<b>Miscellaneous</b>		
<b>TOTALS</b>	<b>\$867,140</b>	<b>\$0</b>

<b>Alternates</b>		

**Madison Lifestyle District - Parking Garage**  
**Subcontractor Bid Analysis Spreadsheet**



<b>Bid Package   14A Elevators</b>	TK Elevator			
<b>BASE BID</b>	\$848,000			
<b>Bid Forms</b>				
Bid Package Standard Bid Form	submitted			
Supplemental Bid Form	submitted			
Form 96	submitted			
Subcontractor Qualification Form	submitted			
Responsible Bidder Checklist	submitted			
<b>Specifications/General</b>				
Division 00	yes			
Division 01	yes			
14 21 00 Electric Traction Elevators	yes			
<b>Documents</b>				
Drawings dated 02/16/2026	yes, 2/13 drawings			
Specifications dated 02/13/2026	yes, will discuss			
Project Bid Manual	yes			
General Scope of Work	yes			
Specific Scope of Work	yes			
Construction Schedule	yes, to further discuss			
Site Logistics Plan	yes			
Subcontract Exhibits 1 - 6	yes			
Sample Subcontract Agreement and Wilhelm Terms and Conditions	yes			
Addendum 01	yes			
Addendum 02	yes			
Addendum 03	yes			
Addendum 04	yes			
<b>Scope Verification</b>				
1. Provide, install, and test new elevators for project.	yes			
2. Includes all signals, wiring, and cabling for a complete installation.	yes			
3. Provide elevator sills as required.	yes			
4. Includes all elevator cab finishes.	yes			
5. All elevators submitted must be able to meet all of the design requirements as specified.	yes, see minor clarifications			
6. Subcontractor shall submit a detailed schedule to be incorporated into the Project Schedule for each individual elevator included in this Subcontract. Schedule to include installation activities, pre-inspection checklist activities, pre-functional and performance testing, commissioning, final testing, project closeout, etc.	yes			
7. All cab sizes are to be in accordance the Contract Documents. Any deviations or alternate sizes or configurations must be approved by the Architect and General Contractor (CM). Subcontractor shall provide all ceiling finishes, cab finishes, and lighting within the elevators as specified.	yes, minor height difference, inside clear height is 88"			
8. Subcontractor shall provide all elevator door frames and vertical guide rail supports as required. Subcontractor to coordinate grouting of sills by others. If required, sill support angles will be provided and installed by others. Final layout drawings are to be provided by Elevator installer. All divider beam/intermediate support steel required by others.	yes			
9. Subcontractor shall verify that all locations and depths of call buttons, indicator lights, etc. will work with corresponding finishes and wall thicknesses as designated in the Contract Documents.	yes			
10. Subcontractor is responsible for verifying all dimensions of elevator shafts, pits, openings, landings, machine rooms, etc. as shown on the Contract Documents are acceptable and will not be required to change to accommodate the work of the subcontract.	yes			

<p>11. Elevator subcontractor is required to coordinate all work by others in the shaft and machine room in order to successfully install and operate the elevator per specifications and Contract Documents. This includes but is not limited to, the responsibility to coordinate pit receptacles, disconnects, pit lighting locations, sump pit dimensions, general shaft layout, etc. and scheduling pre-installation and coordination meetings with the appropriate trades as necessary.</p>	<p>yes, on site 10's M-Th</p>			
<p>12. Subcontractor shall furnish all embeds, inserts, and sleeves through walls to be installed by others. These inserts shall be furnished in a timely manner as to not delay the project. Subcontractor shall provide coordination and furnish approved detailed layout drawings in a timely manner locating all inserts and sleeves being furnished by the Subcontractor. If these items are not furnished in time, this Subcontractor shall be responsible for all costs, including but not limited to coring, drilling, anchoring, etc. associated with installation of elevator components where it is required.</p>	<p>yes</p>			
<p>13. All support steel (divider beams/intermediate support steel) for guide rail/machine installation is to be provided and installed by others. Subcontractor shall provide coordination and furnish approved detailed layout drawings locating all anchor inserts required for this scope of work. If the Subcontractor does not furnish the anchor inserts, layout drawings, and coordination at the time the formwork is constructed, Subcontractor shall assume all costs for the use of an alternate means of anchoring.</p>	<p>yes</p>			
<p>14. The Subcontractor shall coordinate the installation of hoist beams, divider beams, misc. steel at each elevator shaft to be furnished and installed by others. Subcontractor shall verify that the location of beams does not conflict with the elevator layout in a timely manner. This includes verification of shaft height and run-by/clearance requirements.</p>	<p>yes</p>			
<p>15. All electrical wiring required for the operation of the elevators shall be provided by this Subcontractor, with the exception of power from the source, which will be provided by the Electrical Subcontractor to the location and with the amperage and voltage indicated on the Electrical Plans. This Subcontractor shall be responsible for coordinating temporary power.</p>	<p>no, we don't provide temp power, but permanent power will be available</p>			
<p>16. Subcontractor shall make provisions within the elevator cabs and equipment to install card readers and cameras supplied by others within the cabs, including contact points, programming, etc. Subcontractor should additionally make provisions for any card readers located in the elevator lobbies required for the installation of this Scope of Work with the Electrical Subcontractor.</p>	<p>yes, card readers are not in all elevators, will follow up to review spec, no provisions for cameras</p>			
<p>17. Subcontractor shall provide elevator mechanics as required to operate platforms and cabs to facilitate elevator inspections required by the Authority Having Jurisdiction.</p>	<p>yes</p>			
<p>18. Subcontractor shall provide elevator mechanics to operate platforms and cabs as required by code for other trades to complete work in the shaft, cab, and lobby including but not limited to concrete, masonry, electrical, steel, fire caulking, plumbing, and finishes installation. Unit pricing for this work is listed as an alternate under the "Subcontractors Work" section in this Subcontract.</p>	<p>\$ 40,000</p>			
<p>19. Subcontract shall provide an accounting breakout for a line item for each individual elevator for a total of 4 line item breakouts.</p>	<p>yes, will provide</p>			
<p>20. This Subcontractor is responsible for and shall participate in all tests and inspections related to the elevators, including fire alarm tests, life safety tests, and inspections at no additional cost. If re-inspection is required and is not due to the fault of this Subcontractor, Subcontractor shall be reimbursed.</p>	<p>yes, what is required by code</p>			
<p>21. This Subcontractor shall obtain and pay for all licenses and permits required for the work of this Subcontract.</p>	<p>yes</p>			
<p>22. Subcontractor is responsible for providing a safe work environment. This Subcontractor shall maintain fall protection (initially installed by others) for open hoistways during the installation of this work, including but not limited to removable barricades, toeboards, falling debris protection, safety netting, and temporary work platforms. All equipment, lifts, scaffolding, etc. shall conform to OSHA and site-specific safety requirements.</p>	<p>yes</p>			
<p>23. Subcontractor will include rebalancing and final adjustments of the elevator cabs after the architectural finishes have been installed.</p>	<p>yes</p>			
<p>24. Subcontractor shall clean hoistways, cars, car enclosures, entrances, operating and signal fixtures, machine room, machine room equipment, and fire status equipment.</p>	<p>yes</p>			
<p>25. Subcontractor includes the testing and commissioning of all equipment and systems installed under the work of this Subcontract. Subcontractor is responsible for taking corrective action to address any items deemed as non-conforming or non-compliant by the commissioning agent.</p>	<p>yes if it is the state inspector</p>			
<p>26. Subcontractor shall provide any special tools or parts as required by the Contract Documents for attic stock. (Stored at Subcontractor's Indianapolis branch)</p>	<p>yes</p>			

27. Subcontractor will furnish any inserts or embeds required to be installed in CMU or concrete walls or slabs.	yes			
28. Subcontractor to include elevator pit ladder.	yes			
29. Subcontractor is responsible for all hoisting, rigging and staging of materials and Work.	yes, ask for a staging area, rollable access within 100ft of hoistway area, laydown 30x20			
30. Verify requirements and who is providing the hoist beam, machine beams, etc.	yes, by others, hoistbeam and safety beam			
31. Subcontractor shall perform a pre-inspection check list notifying the Construction manager of any Work that needs to be completed by other trades. This Work will be completed prior to this Subcontractor requesting a Temporary or Final State inspection.	yes			
<b>Exclusions:</b>				
1. Subcontractor has excluded all sales tax on permanent in place work due to tax exempt status of Owner.	yes			
2. Subcontractor Payment and Performance Bonding.	yes			
<b>Diversity</b>				
<b>Miscellaneous</b>				
Plastic laminate on wood (spec) - included in base bid				
Rate speed	*150, need to have 200 and absorb any cost implications			
Construction Use - # of days/units (not included)	not needed			
Maintenance Contract? Who has responsibility	by Owner			
12 month pricing				
14-16 Weeks	Fabrication			
2 Weeks	delivery			
6-8 Weeks, per unit, 2 crews	installation			
<b>TOTALS</b>	<b>\$888,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Alternates</b>				
Alterante #1: Payment and Performance	\$14,840			

**MADISON GARAGE - SOUTH BEND**  
 Subcontractor Bid Analysis Spreadsheet



Bid Package   31A Site Demolition, Earthwork, & Site Utilities	Indiana Earth	Ritschard				
<b>BASE BID</b>	\$1,100,000	\$1,927,126				
<b>Bid Forms</b>						
Bid Package Standard Bid Form	yes					
Supplemental Bid Form	yes					
Form 96	yes					
Subcontractor Qualification Form	yes					
Responsible Bidder Checklist	yes					
SAM.gov	Unique ID #					
<b>Specifications/General</b>						
Division 00	yes					
Division 01	yes					
C003 Earthwork	yes					
C003 Demolition	yes					
C003 Execution	yes					
C003 Storm Sewer	yes					
Preliminary Geotechnical Investigation Report by Atlas, August 21, 2024.	yes					
<b>Documents</b>						
Drawings dated 02/16/2026	yes					
Specifications dated 02/13/2026	yes					
Project Bid Manual	yes					
General Scope of Work	yes					
Specific Scope of Work	yes					
Construction Schedule	yes					
Site Logistics Plan	yes					
Subcontract Exhibits 1 - 6	yes					
Sample Subcontract Agreement and Wilhelm Terms and Conditions	yes					
Addendum 01	yes					
Addendum 02	yes					
Addendum 03	yes					
Addendum 04	yes					
<b>Scope Verification</b>						
1. Subcontractor to provide all labor, materials, and equipment for the mass grading cut & fill inclusive of trenching & backfill for site utility work.	yes					
2. Subcontractor has included multiple mobilizations to site to accomplish all work included in this scope of work package and recognized and includes all construction phasing of the project.	yes					
3. Subcontractor has received and reviewed the preliminary geotechnical report for this site and has incorporated any and all methods required to complete the work.	yes, using soils from storm system, and should finish on balanced site					
4. Installation, maintenance and removal of all erosion and sedimentation control measures for the project inclusive of silt fencing, check dams, concrete washout, stone entrances, inlet protection, sediment basins, filter waddles, stormwater control plan, temporary slope protection including all street cleaning of access streets at site entrances as required. Replace materials as needed and provide required inspections for entire duration of project.	yes, in compliance with sheet C500					
5. Site demolition, saw cutting and removal as shown on drawings, including concrete/asphalt pavements, curbs, sidewalk, signage, stone, wall, concrete bases, wheel stops, overhead electric, plantings, and clear & grub trees, etc. as indicated on site demolition documents. Light poles to be removed, salvaged, and turned over to owner.	yes					
6. Includes legal removal/disposal of all spoils and demolished materials per this scope of work. Subcontractor has included removal of all existing site utilities as shown on the documents inclusive of manholes, catch basins etc.	yes, except for fiber/over head electrical - those to be removed by utility company					
7. Subcontractor has included the concrete inlet collars.	yes					
8. Includes installation of site entrances, stone entrance areas, wash-off stations, etc.	yes					
9. The subcontractor has included stripping and hauling off existing topsoil.	yes					
10. Subcontractor has included all materials, equipment, and labor for all Site Grading/Drainage inclusive of all mass cut & fill, rough & fine grading for both parking lots and building pad and new detention basins.	yes					
11. Subcontractor has included all layout and staking for all cuts/fills, utilities, rough/fine grading, and concrete curbs & sidewalks.	yes, no sidewalks noted					
12. The subcontractor has included all import borrow and haul off that may be required to achieve a balanced site and intended drainage contours as shown on the documents.	to review					

13. Stockpile of approved backfill material will be stored on-site in the area designated on plans.	yes					
14. Subcontractor has included all final and fine grading of site to +/- 0.10 feet of required subgrade elevations.	yes					
15. Maintain the site in a well graded condition to permit water run-off and prevent demucking.	yes if needed, flat site					
16. Furnish and install stone subbase for all concrete sidewalks, asphalt and concrete pavement.	N/A					
17. Include scratching out of subgrade and aggregate base for concrete curbs, both integral and freestanding.	no curbs shown					
18. The subcontractor shall include private utility locates.	yes					
19. Subcontractors shall provide any hydro excavation required to locate existing utilities.	yes, if needed					
20. Provide fully compacted and approved subgrades for building pads and site hardscapes.	yes					
21. This subcontractor has included under drain tile, inclusive of all drainage gravel as required by the documents.	N/A					
22. The subcontractor has included all dewatering as required.	yes, but no deep well dewatering required					
23. Temporary shoring for utility and excavation work including support and protection of existing utilities.	no shoring will be required, trench boxes included					
24. Include maintenance of traffic for final connections to existing utilities.	yes and patching road of main street, remove and replace curbs					
25. All storm water piping, structures, catch basins, drain basins, and end sections inclusive of all trenching, excavation, backfill, bedding and grouting of structures as required for proper flow diversion.	structures, pipes, storm systems, castings, no end sections					
26. Include storm piping and final connections to site trench drains. Trench drains to be furnished and installed by others.	includes piping on C400					
27. Subcontractor has included all new water lines as shown on the documents inclusive of trenching, pipe bedding, piping, tracer wire, caution tape and compacted backfill.	yes water lines on C400					
28. The subcontractor has included all fire hydrants, PIVs' and water valves connections as shown or required by City of South Bend.	water valves, but no fire hydrants shown					
29. Include the stubbing up of the fire protection line up to and including the flange within the mechanical room.	yes into building, 1' AFF					
30. The subcontractor has included all new sanitary sewer lines and sanitary structures as shown on the documents inclusive of excavation, pipe bedding, piping, tracer wire, caution tape and compacted backfill.	yes, no sanitary structures shown					
31. Include camera, video and reports for all storm and site utilities	yes					
32. The subcontractor shall adhere to all CM qualifications and safety orientation procedures, background checks, E-Verification, drug testing and other defined requirements identified in the proposal process.	yes					
33. The subcontractor has included all site utilities inclusive of domestic water, fire water, sanitary and storm rain leaders as indicated in documents, including final connections at a point 5' outside of the building unless noted otherwise.	yes, water to be inside building no meter vaults shown					
34. The subcontractor has included all fire service and meter vaults.	yes					
35. The subcontractor has included removal of all temporary stone to return to prior conditions, seeding by others.	yes					
36. This scope requires verification of all existing invert elevations and tie-in points prior to starting work.	yes					
37. Proper care shall be taken to avoid tracking debris, trash, and mud onto public streets or adjacent properties. Mud or excess dirt on public streets resulting from work operations shall be cleaned daily. The bidder shall have the necessary equipment and personnel available onsite during all working hours to handle any emergency cleanup.	yes, for this scope					
38. Dust control is included for this scope.	yes if required					
39. Traffic control, permitting, flaggers, barricades, temporary officers, etc. as required for this scope of work.	yes					
40. Temporary seeding.	yes if needed					
41. As-Builts of all installed materials as required by City of South Bend.	Yes					
(3) sanitary manholes not shown on drawings	\$100,000					
<b>Exclusions:</b>						
1. Subcontractor has excluded all sales tax on permanent in place work due to tax exempt status of Owner.	yes					
2. Subcontractor Payment and Performance Bonding.	yes					
\$400/load, 68 loads Storm tech - MC7200, bottom of stone 7'9"	\$27,200					
<b>Diversity</b>						
MBE						
WBE	up to 2%					
VBE						



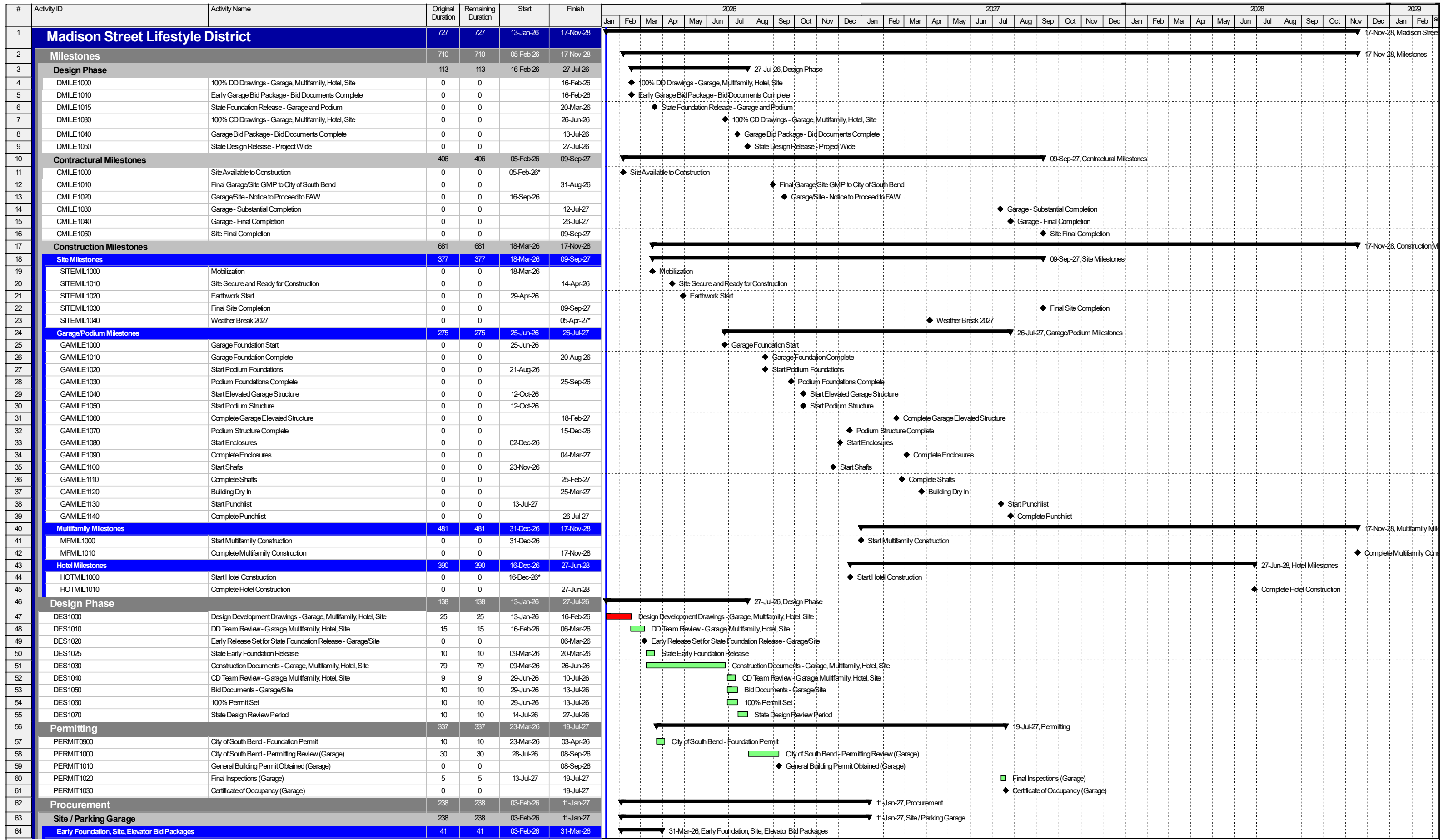
**Madison Lifestyle District - Parking Garage**  
 Subcontractor Bid Analysis Spreadsheet



Bid Package   31B Aggregate Piers	Pier Foundations	Geopier	Subsurface			
<b>BASE BID</b>	\$285,700	\$334,000	\$582,400			
<b>Bid Forms</b>						
Bid Package Standard Bid Form	submitted					
Supplemental Bid Form	submitted					
Form 96	submitted					
Subcontractor Qualification Form	submitted					
Responsible Bidder Checklist	submitted					
<b>Specifications/General</b>						
Division 00	yes					
Division 01	yes					
Sheet S002 Rammed Aggregate Pier System Specifications	yes					
31 66 13.13 Rammed Aggregate Piers	yes					
Preliminary Geotechnical Investigation Report by Atlas, August 21, 2024.	yes					
<b>Documents</b>						
Drawings dated 02/16/2026	yes					
Specifications dated 02/13/2026	yes					
Project Bid Manual	yes					
General Scope of Work	yes					
Specific Scope of Work	yes					
Construction Schedule	yes					
Site Logistics Plan	yes					
Subcontract Exhibits 1 - 6	yes					
Sample Subcontract Agreement and Wilhelm Terms and Conditions	yes					
Addendum 01	yes					
Addendum 02	yes					
Addendum 03	yes					
Addendum 04	yes					
<b>Scope Verification</b>						
1. Subcontractor to include all equipment, material, labor, and supervision necessary to design and install aggregate pier system complete, and to perform soil and aggregate pier testing.	yes					
2. Subcontractor to include allowance for additional tower crane base. See Site Logistics Plan provided for reference to location. Size subject to change.	yes					
3. Subcontractor to provide a fully designed system for aggregate piers to meet the specifications required by the building against the conditions from the Geotechnical Report provided.	yes					
4. Design submittal to be signed and sealed by an Indiana Professional Engineer.	yes					
5. Includes the designing, furnishing, installing, monitoring, and testing of the densified aggregate pier foundations to the lines and grades designated on the project foundation plan and as specified herein.	yes					
6. The Aggregate pier designer shall determine the number of piers, diameters, and depth of piers.	yes					
7. The design must rely on subsurface information presented in the project geotechnical report. The information on ground conditions must be assessed to determine its suitability for the specified ground improvement system.	yes					
8. The aggregate piers to be columns of compacted aggregate constructed in a columnar-type configuration to produce an intermediate foundation system for support of foundation loads to achieve the degree of improvement (allowable bearing capacity for maximum allowable settlements).	yes					
9. The piers can be constructed with a down-hole vibratory probe, displacement mandrel system, or a down-hole tamper.	yes					
10. Subcontractor to prep site, and predrill as necessary, for the installation and layout of aggregate piers.	yes, prep site - assumes pad is proof rolled, will be provided stoned if winter, not needed if summer					
11. Subcontractor shall be responsible for determining and implementing the systems and criteria necessary to ensure that the specified performance is achieved.	yes					
12. Subcontractor to provide all handling and hauling of spoils generated by this scope of work.	no, spoil volume 1000cy, \$35000					
13. Include layout of aggregate piers from benchmarks and control points provided by others.	yes					

<b>Exclusions:</b>							
1. Subcontractor has excluded all sales tax on permanent in place work due to tax exempt status of Owner.		yes					
2. Subcontractor Payment and Performance Bonding.		yes					
SAM.gov		confirmed					
<b>Diversity</b>							
MBE		-					
WBE		~20% \$57,000					
VBE		-					
<b>Miscellaneous</b>							
Post Bid							
Safety records							
Duration		2-3Weeks					
Alternate #1 Payment & Performance Bond		\$ 8,571.00					
<b>TOTALS</b>		<b>\$294,271</b>	<b>\$334,000</b>	<b>\$582,400</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Alternates</b>		\$8,571					



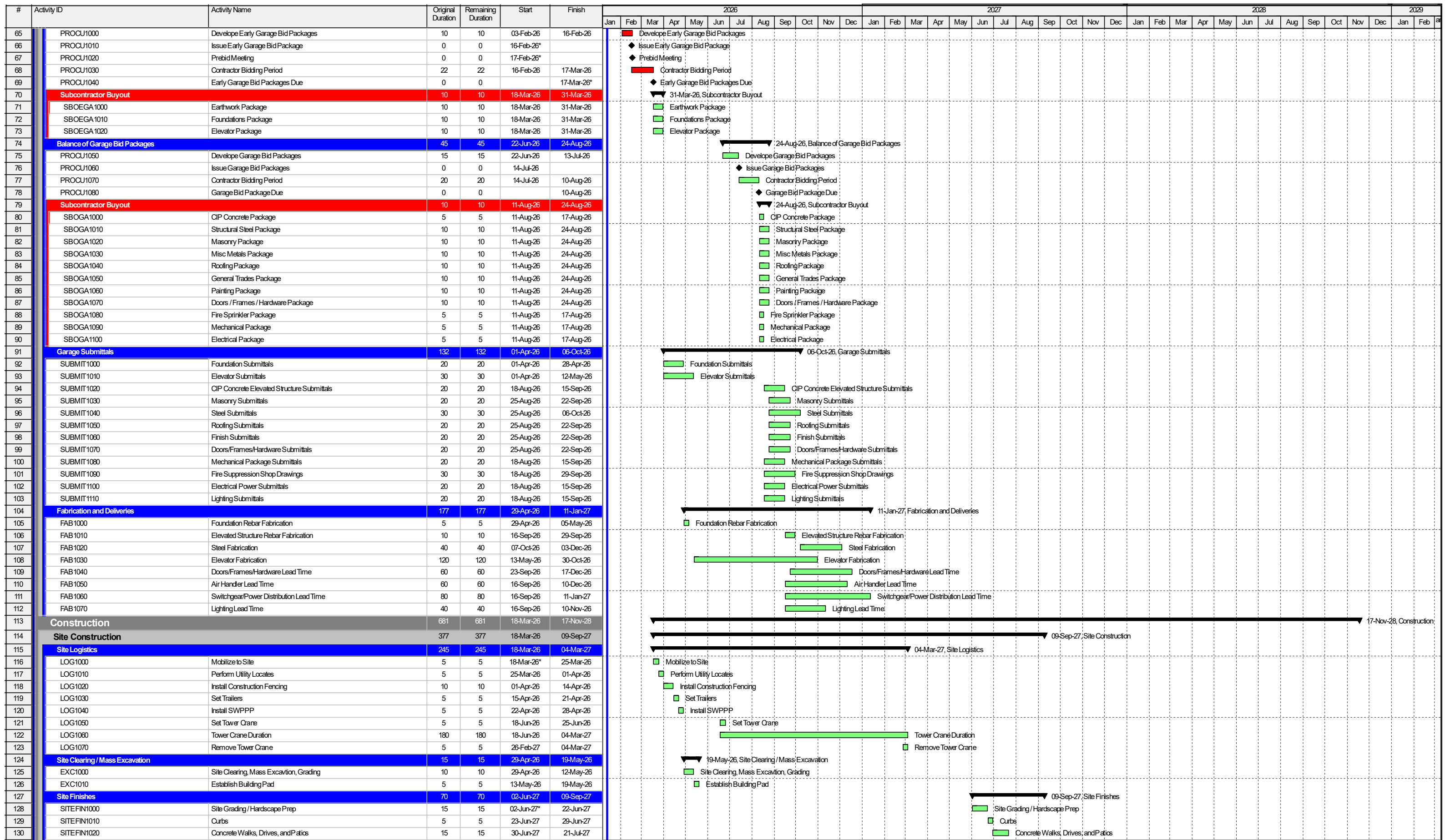
Remaining Level of Effort
  Remaining Work
  Critical Remaining Work
  Actual Work
  Milestone

Data Date = 13-Jan-26  
 Schedule Printed on 13-Feb-26, at 10:06  
 Page 1 of 4

# Madison Street Lifestyle District

## Full Schedule - Standard Layout





Remaining Level of Effort  
 Actual Level of Effort  
 Actual Work  
 Remaining Work  
 Critical Remaining Work  
 Milestone

Data Date = 13-Jan-26  
 Schedule Printed on 13-Feb-26, at 10:06  
 Page 2 of 4

# Madison Street Lifestyle District

## Full Schedule - Standard Layout





#	Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	2026												2027												2028												2029	
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
197	MECH1030	Test and Balance	5	5	06-Jul-27	12-Jul-27													Test and Balance																									
198	Electrical		185	185	04-Sep-26	28-May-27													Underground Electrical																									
199	ELEC0900	Underground Electrical	15	15	04-Sep-26	25-Sep-26																									Electrical Power Entrance and Distribution													
200	ELEC1000	Electrical Power Entrance and Distribution	60	60	12-Jan-27	05-Apr-27																																						
201	ELEC1020	Lighting Level 1	10	10	14-May-27	28-May-27																									Lighting Level 1													
202	ELEC1030	Lighting Level 2	10	10	07-May-27	21-May-27																									Lighting Level 2													
203	ELEC1040	Lighting Level 3	10	10	30-Apr-27	14-May-27																									Lighting Level 3													
204	ELEC1050	Lighting Level 4	10	10	23-Apr-27	07-May-27																									Lighting Level 4													
205	ELEC1060	Lighting Level 5	10	10	16-Apr-27	30-Apr-27																									Lighting Level 5													
206	ELEC1070	Lighting Level 6	10	10	09-Apr-27	23-Apr-27																									Lighting Level 6													
207	ELEC1080	Lighting Level 7	10	10	02-Apr-27	16-Apr-27																									Lighting Level 7													
208	Finishes and Equipment		125	125	15-Jan-27	12-Jul-27													12-Jul-27, Finishes and Equipment																									
209	FINEQ1000	Lobby Finishes - 1st Level	15	15	21-Jun-27	12-Jul-27																									Lobby Finishes - 1st Level													
210	FINEQ1010	Painting - 1st Level	10	10	15-Jan-27	28-Jan-27																									Painting - 1st Level													
211	FINEQ1020	Lobby Finishes - 2nd Level	15	15	07-Jun-27	25-Jun-27																									Lobby Finishes - 2nd Level													
212	FINEQ1030	Painting - 2nd Level	10	10	29-Jan-27	11-Feb-27																									Painting - 2nd Level													
213	FINEQ1040	Lobby Finishes - 3rd Level	15	15	21-May-27	11-Jun-27																									Lobby Finishes - 3rd Level													
214	FINEQ1050	Painting - 3rd Level	10	10	12-Feb-27	25-Feb-27																									Painting - 3rd Level													
215	FINEQ1060	Lobby Finishes - 4th Level	15	15	07-May-27	27-May-27																									Lobby Finishes - 4th Level													
216	FINEQ1070	Painting - 4th Level	10	10	26-Feb-27	11-Mar-27																									Painting - 4th Level													
217	FINEQ1080	Lobby Finishes - 5th Level	15	15	23-Apr-27	13-May-27																									Lobby Finishes - 5th Level													
218	FINEQ1090	Painting - 5th Level	10	10	12-Mar-27	25-Mar-27																									Painting - 5th Level													
219	FINEQ1100	Lobby Finishes - 6th Level	15	15	09-Apr-27	29-Apr-27																									Lobby Finishes - 6th Level													
220	FINEQ1110	Painting - 6th Level	10	10	26-Mar-27	08-Apr-27																									Painting - 6th Level													
221	FINEQ1120	Lobby Finishes - 7th Level	15	15	26-Mar-27	15-Apr-27																									Lobby Finishes - 7th Level													
222	FINEQ1130	Painting - 7th Level	10	10	02-Apr-27	15-Apr-27																									Painting - 7th Level													
223	FINEQ1140	Traffic Coating/Striping - Level 7	5	5	16-Apr-27	22-Apr-27																									Traffic Coating/Striping - Level 7													
224	FINEQ1150	Traffic Coating/Striping - Level 6	5	5	23-Apr-27	29-Apr-27																									Traffic Coating/Striping - Level 6													
225	FINEQ1160	Traffic Coating/Striping - Level 5	5	5	30-Apr-27	06-May-27																									Traffic Coating/Striping - Level 5													
226	FINEQ1170	Traffic Coating/Striping - Level 4	5	5	07-May-27	13-May-27																									Traffic Coating/Striping - Level 4													
227	FINEQ1180	Traffic Coating/Striping - Level 3	5	5	14-May-27	20-May-27																									Traffic Coating/Striping - Level 3													
228	FINEQ1190	Traffic Coating/Striping - Level 2	5	5	21-May-27	27-May-27																									Traffic Coating/Striping - Level 2													
229	FINEQ1200	Traffic Coating/Striping - Level 1	5	5	28-May-27	04-Jun-27																									Traffic Coating/Striping - Level 1													
230	FINEQ1210	Parking Equipment	10	10	07-Jun-27	18-Jun-27																									Parking Equipment													
231	Multifamily Construction		580	580	10-Aug-26	17-Nov-28													17-Nov-28, Multifamily Construction																									
232	MFCONST1000	CRG Site Mobilization	40	40	10-Aug-26*	05-Oct-26													CRG Site Mobilization																									
233	MFCONST1050	Wood Framed Structure	160	160	01-Feb-27*	15-Sep-27													Wood Framed Structure																									
234	MFCONST1060	Exterior Envelope	120	120	16-Aug-27	04-Feb-28																									Exterior Envelope													
235	MFCONST1070	Buildout/Finishes	202	202	07-Feb-28	17-Nov-28																									Buildout/Finishes													
236	Hotel Construction		390	390	16-Dec-26	27-Jun-28													27-Jun-28, Hotel Construction																									
237	HOTEL1000	Foundations / Slab on Grade / Shafts	60	60	16-Dec-26	11-Mar-27																									Foundations / Slab on Grade / Shafts													
238	HOTEL1010	Structure	120	120	05-Mar-27	23-Aug-27																									Structure													
239	HOTEL1020	MEP Services and Distribution	216	216	12-Feb-27	17-Dec-27																									MEP Services and Distribution													
240	HOTEL1030	Exterior Envelope	70	70	03-Aug-27	09-Nov-27																									Exterior Envelope													
241	HOTEL1040	Partitions and Ceilings	160	160	13-Jul-27	28-Feb-28																									Partitions and Ceilings													
242	HOTEL1050	Finishes	120	120	10-Nov-27	01-May-28																									Finishes													
243	HOTEL1060	MEP Trim Out	75	75	18-Jan-28	01-May-28																									MEP Trim Out													
244	HOTEL1070	FF&E	60	60	04-Apr-28	27-Jun-28																									FF&E													

▬ Remaining Level of Effort    ▬ Remaining Work  
▬ Actual Level of Effort    ▬ Critical Remaining Work  
▬ Actual Work    ◆ Milestone









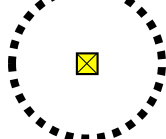

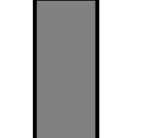


**Data Date = 13-Jan-26**  
**Schedule Printed on 13-Feb-26, at 10:06**  
**Page 4 of 4**

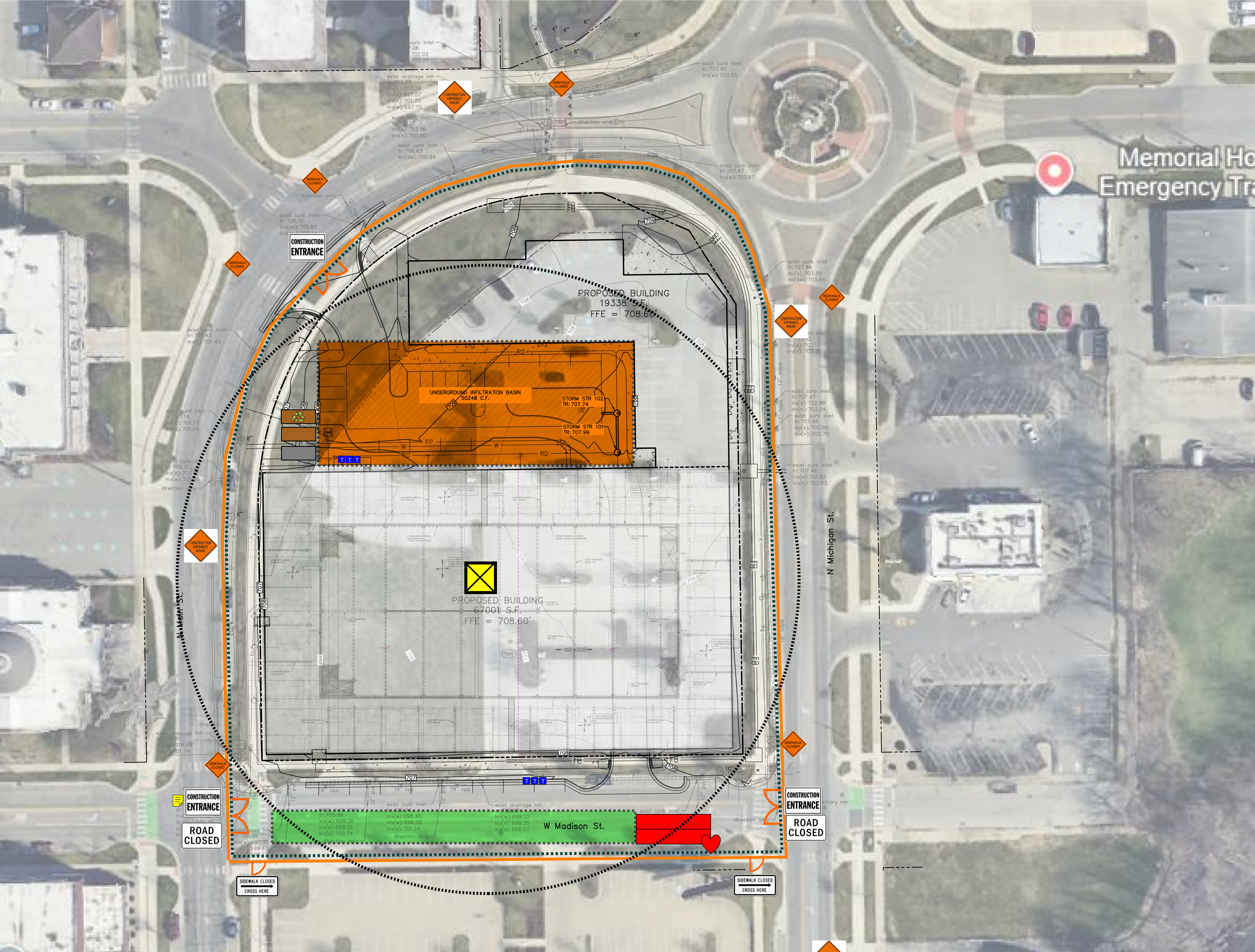
# Madison Street Lifestyle District

## Full Schedule - Standard Layout




**Legend / Activities**

-  Construction Fence
-  Construction Gate
-  Man Gate
-  Material Laydown Area
-  Storage Trailer Area
-  Dumpsters / Recycling
-  Construction Trailer (12' x 60')
-  Tower Crane / Crane Position
-  Tower Crane 2D Radius
-  Erosion Control
-  Concrete Wash-Out
-  AED (Auto. External Defibrillator)
-  Temporary Toilet



Madison Lifestyle District - Parking Garage - Bid Event 01					
RFI #	Bid Package	Question	Answer	Response By	Addendum
1	BP-03A	Wilhelm will do all the concrete work on the first floor of both the parking garage and surrounding apartments/commercial space and then CRG will take over above podium?	Yes, Wilhelm (CM) is responsible for the concrete work on the first floor of both parking garage and surround apartments/commercial space, and 1 podium level in addition to the parking garage structure. At this time, only the foundations for both the garage and apartments/commercial are bidding.	FAW	ADD-02
2	BP-03B	Should the support of all foundations shown on S101-S101.B be included in our bid on 3/17. Not just the foundations that are within the parking garage area.	Yes, however, please closely review scope of work sheet. Slab on grade and up is not included in Bid Event #1 and work associated with this portion is not bidding currently.	FAW	ADD-02
3	BP-02A	General Scope of Work; Section 5 C: Temp Fence will require closure of sidewalks around project and W. Madison St. between N. Main St. and N. Michigan St. Per 5C Subcontractor is required to obtain permits. Is the CM going to have these permits already in place for project?	Yes, Wilhelm (CM) will obtain the sidewalk closure permit as part of the street closure permit.	FAW	ADD-02
4	BP-02A	Construction Signage: Sidewalk Closed, Construction Entrance Ahead, Construction Entrance, Road Closed; are these going to be required by us for closures caused by Temp Fence? Or will they be by CM?	Wilhelm (CM) will provide necessary signage and sidewalk closure permits.	FAW	ADD-02
5	BP-02A	02A - Temporary Fencing #4 Driven Posts for all Gates. Two Construction Gates on W. Madison are on asphalt. This will require us to core drill through asphalt then pound posts. North Construction gate can be placed in grass area shown. Two-man gates to the South on W. Madison are over concrete sidewalk, these will require core drilling to remove concrete prior to pounding posts. Per 14W in General Scope Core Drilling will require Authorization by Structural Engineer. We will only need to core through hard surface, 5'-8" asphalt and 4"-5" sidewalk with Locates, will this be required?	Note 14W in the general scope of work is intended for structural concrete. Neither road surface or concrete sidewalk will require review by a structural engineer.	FAW	ADD-02
6	BP-02A	We will be providing panelized Temp fence panels 6'x10' secured together with panel clamps. Normally we secure bases with sandbags but have also secured with rebar. Which would CM prefer?	FAW does not have a preference. Ultimately, it is the BP 02A contractors responsibility to provide and maintain the fence. Please provide whichever you would prefer for the application.	FAW	ADD-02
7	BP-02A	Is a privacy fence screen required? If yes, solid or with CM Logo?	Yes, please provide a solid privacy screen. Color to be selected.	FAW	ADD-02
8	BP-03A	Can you confirm all concrete walls, other than those designated as shear walls, are included in the foundation package?	Confirmed, all concrete walls, except shear walls, are to be included with the 03A Concrete foundation bid package as well as the ready-mix supply 03D bid package.	FAW	ADD-02
9	BP-03A	In BP-03A scope of work sheet line item #26 calls for dampproofing, but a list of bid packages lists waterproofing as its own bid package. Is this to be included in the BP-03A scope of work?	Please exclude any waterproofing or dampproofing in BP-03A. Crystalline waterproofing admixture is to be included in BP-03D ready mix supply where required.	FAW	ADD-02
10	BP-03D	Is sheet waterproofing required as shown on details such as 9/S304, 7/S305, 3&4/S305, or will it be a crystalline admixture? The concrete mix schedule references Note 7 that only crystalline admixture is to be included at elevator locations?	Crystalline admixture is acceptable at elevator pit locations. Both are not required.	Structurepoint	ADD-02
11	BP-03A	In BP-03A scope of work sheet line item #26 calls for dampproofing, but a list of bid packages lists waterproofing as its own bid package. Is this to be included in the BP-03A scope of work?	Please exclude any waterproofing or dampproofing in BP-03A.	FAW	ADD-02
12	BP-02B	What is the duration required for the Tower Crane for base bid?	This is spelled out in the bid package scope of work.	FAW	ADD-02
13	BP-03D	Is the crystalline waterproofing admixture as listed by Note 7 on the Concrete Mix Schedule only required at elevator pit locations?	Confirmed.	Structurepoint	ADD-02
14		Please confirm that no sheet applied waterproofing is required on this project?	Confirmed	Structurepoint	ADD-02
15	BP-03D	What are the cubic yard quantities required to provide in bid for the ready mix supplier bid package BP-03D.	footings 2,921 cy footings with xypex 301 cy foundation walls 297 cy pit wall with xypex 33 cy	FAW	ADD-02

16	BP-03B	<p>Note 12 on S101.A &amp; S101.B mentions that all reinforcing at Parking Structure/Ramp Slab on Grade needs to be Epoxy Coated. I was wondering how far that extends out from the "interior parking structure" walls and what all needed be included as Epoxy Coated. I wanted to double check if the note meant everything (Mat Foundations, Perimeter Footings, Spread Footings, Column Dowels, Foundation Walls, Shear Wall Dowel) or if only a portion of those</p>	 <p>Requirements across entire project:</p> <ul style="list-style-type: none"> <li>• All reinforcement within slab on grades and thickened slabs (re-entrant corner bars, construction joint bars, slab penetration bars, etc) at parking areas.</li> <li>• Column dowels and column ties extending 2'-0" above slab on grade and within beam depths at parking areas.</li> <li>• Wall dowels and vertical reinforcement below grade and at bumper walls at parking areas.</li> <li>• All reinforcement within post-tensioned slabs (Top and bottom bars, support bars, backup bars, etc) at parking areas.</li> <li>• Downturned beam top bars and stirrups at parking areas.</li> <li>• Upturned beam bottom bars and stirrups at parking areas.</li> <li>• CMU dowels within parking areas.</li> </ul> <p>Epoxy-coated reinforcement is not required outside of the parking area extents. See mark up for the full parking area extents on the slab on grae level as shown in green.</p>	Structurepoint	ADD-03
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**CURRENT CONTRACT DRAWINGS - Current Drawings**

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
<b>Architectural</b>					
A421	TOWER 01-ENLARGED STAIR/ELEVATOR	0	02/13/2026	02/16/2026	Bid Event 01 - Bid Set Drawings (02/16/26)
A422	TOWER 01-ELEVATOR SECTIONS	0	02/13/2026	02/16/2026	Bid Event 01 - Bid Set Drawings (02/16/26)
A424	TOWER 02-ENLARGED STAIR/ELEVATOR	0	02/13/2026	02/16/2026	Bid Event 01 - Bid Set Drawings (02/16/26)
A425	TOWER 02-ELEVATOR SECTIONS	0	02/13/2026	02/16/2026	Bid Event 01 - Bid Set Drawings (02/16/26)
A429	TOWER 04-ENLARGED STAIR/ELEVATOR	0	02/13/2026	02/16/2026	Bid Event 01 - Bid Set Drawings (02/16/26)
A431	TOWER 04-ELEVATOR SECTIONS	0	02/13/2026	02/16/2026	Bid Event 01 - Bid Set Drawings (02/16/26)
A910	ELEVATOR CALLOUTS	0	02/13/2026	02/16/2026	Bid Event 01 - Bid Set Drawings (02/16/26)
<b>Civil</b>					
C001	TITLE SHEET	1	03/11/2026	03/11/2026	Bid Event 01 - Addendum 3 (03/11/26)
C002	MADISON LIFESTYLE DISTRICT - SITE DEMOLITION PACKAGE	0	02/13/2026	02/16/2026	Bid Event 01 - Bid Set Drawings (02/16/26)
C003	SPECIFICATIONS	0	02/13/2026	02/16/2026	Bid Event 01 - Bid Set Drawings (02/16/26)
C100	EXISTING TOPOGRAPHY PLAN	0	02/13/2026	02/16/2026	Bid Event 01 - Bid Set Drawings (02/16/26)
C110	DEMOLITION PLAN	1	03/10/2026	03/10/2026	Bid Event 01 - Addendum 2 (03/10/26)
C300	GRADING PLAN	2	03/11/2026	03/11/2026	Bid Event 01 - Addendum 3 (03/11/26)
C400	UTILITY PLAN	3	03/11/2026	03/11/2026	Bid Event 01 - Addendum 3 (03/11/26)
C500	EROSION CONTROL PLAN	0	02/13/2026	02/16/2026	Bid Event 01 - Bid Set Drawings (02/16/26)
C510	POLLUTION PREVENTION PLAN	0	02/13/2026	02/16/2026	Bid Event 01 - Bid Set Drawings (02/16/26)
C520	EROSION CONTROL DETAILS	0	02/13/2026	02/16/2026	Bid Event 01 - Bid Set Drawings (02/16/26)
C521	EROSION CONTROL DETAILS	0	02/13/2026	02/16/2026	Bid Event 01 - Bid Set Drawings (02/16/26)
C600	SITE DETAILS	0	02/13/2026	02/16/2026	Bid Event 01 - Bid Set Drawings (02/16/26)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
<b>Electrical</b>					
E100	ELECTRICAL FOUNDATION PLAN	1	03/10/2026	03/10/2026	Bid Event 01 - Addendum 2 (03/10/26)
<b>Plumbing</b>					
P100	PLUMBING UNDERFLOOR PLAN	1	03/10/2026	03/10/2026	Bid Event 01 - Addendum 2 (03/10/26)
P200	PLUMBING DETAILS	1	03/10/2026	03/10/2026	Bid Event 01 - Addendum 2 (03/10/26)
<b>Structural</b>					
S001	ABBREVIATIONS AND SYMBOLS	0	02/13/2026	02/16/2026	Bid Event 01 - Bid Set Drawings (02/16/26)
S002	GENERAL NOTES	1	03/10/2026	03/10/2026	Bid Event 01 - Addendum 2 (03/10/26)
S003	GENERAL NOTES	1	03/10/2026	03/10/2026	Bid Event 01 - Addendum 2 (03/10/26)
S004	SPECIAL INSPECTION REQUIREMENTS	0	02/13/2026	02/16/2026	Bid Event 01 - Bid Set Drawings (02/16/26)
S005	LOAD MAPS	1	03/10/2026	03/10/2026	Bid Event 01 - Addendum 2 (03/10/26)
S006	AXONOMETRICS	0	02/13/2026	02/16/2026	Bid Event 01 - Bid Set Drawings (02/16/26)
S101	OVERALL FOUNDATION AND SLAB ON GRADE	1	03/10/2026	03/10/2026	Bid Event 01 - Addendum 2 (03/10/26)
S101.A	FOUNDATION AND SLAB ON GRADE PLAN -AREA A	1	03/10/2026	03/10/2026	Bid Event 01 - Addendum 2 (03/10/26)
S101.B	FOUNDATION AND SLAB ON GRADE PLAN -AREA B	1	03/10/2026	03/10/2026	Bid Event 01 - Addendum 2 (03/10/26)
S201	ENLARGED PLANS	1	03/10/2026	03/10/2026	Bid Event 01 - Addendum 2 (03/10/26)
S301	FOUNDATION SCHEDULES, SECTIONS AND DETAILS	0	02/13/2026	02/16/2026	Bid Event 01 - Bid Set Drawings (02/16/26)
S302	FOUNDATION SCHEDULES, SECTIONS AND DETAILS	0	02/13/2026	02/16/2026	Bid Event 01 - Bid Set Drawings (02/16/26)
S303	FOUNDATION SECTIONS AND DETAILS	0	02/13/2026	02/16/2026	Bid Event 01 - Bid Set Drawings (02/16/26)
S304	FOUNDATION SECTIONS AND DETAILS	0	02/13/2026	02/16/2026	Bid Event 01 - Bid Set Drawings (02/16/26)
S305	FOUNDATION SECTIONS AND DETAILS	1	03/10/2026	03/10/2026	Bid Event 01 - Addendum 2 (03/10/26)
S306	FOUNDATION SECTIONS AND DETAILS	1	03/10/2026	03/10/2026	Bid Event 01 - Addendum 2 (03/10/26)
S307	FOUNDATION SECTIONS AND DETAILS	0	02/13/2026	02/16/2026	Bid Event 01 - Bid Set Drawings (02/16/26)
S311	CONCRETE COLUMN SCHEDULES, SECTIONS, AND DETAILS	0	02/13/2026	02/16/2026	Bid Event 01 - Bid Set Drawings (02/16/26)



**F.A. WILHELM**

CONSTRUCTION

F.A. Wilhelm Construction Co.

Printed on Fri Mar 20, 2026 at 06:28 am EDT

Job #: 11303 Madison Street Parking Garage

413 Doctor M.L.K.Jr. Blvd

South Bend, Indiana 46601

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					16/26)
S321	CONCRETE WALL SCHEDULES, SECTIONS, AND DETAILS	0	02/13/2026	02/16/2026	Bid Event 01 - Bid Set Drawings (02/16/26)

## Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
<b>00 - Bid Manual</b>					
000001	Bid Manual	0	02/16/26	02/16/26	Bid Event 01 - Early Foundation and Site Package
AD1	Addendum 1	0	02/18/26	02/18/26	Bid Event 01 - Addendum 1
AD2	Addendum 2	0	03/10/26	03/10/26	Bid Event 01 - Addendum 2
AD3	Addendum 3	0	03/11/26	03/11/26	Bid Event 01 - Addendum 3
AD4	Addendum 4	0	03/12/26	03/12/26	Bid Event 01 - Addendum 4
<b>03 - Concrete</b>					
031000	Concrete Forming and Accessories	0	02/16/26	02/16/26	Bid Event 01 - Early Foundation and Site Package
032000	Concrete Reinforcing	0	02/16/26	02/16/26	Bid Event 01 - Early Foundation and Site Package
033000	Cast-in-Place Concrete	0	02/16/26	02/16/26	Bid Event 01 - Early Foundation and Site Package
<b>14 - Conveying Equipment</b>					
142100	Electric Traction Elevators	0	02/16/26	02/16/26	Bid Event 01 - Early Foundation and Site Package
<b>31 - Earthwork</b>					
316613	Rammed Aggregate Piers	0	02/16/26	02/16/26	Bid Event 01 - Early Foundation and Site Package



# Madison District Lifestyle – Parking Garage South Bend, IN

*February 2026*



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4. General Scope of Work
5. Bid Package Index

### Section 2 – Bid Forms

1. Bid Forms **(Also available in Building Connected Folder)**
  - a. Bid Form Attachment 1 – Bid Package Standard Bid Form
  - b. Bid Form Attachment 2 – Combined Bid Form
  - c. Bid Form Attachment 3 – Supplemental Bid Information
  - d. Bid Form Attachment 4 – Qualification Form
  - e. Bid Form Attachment 5 – Form 96
  - f. Bid Form Attachment 6 – City of South Bend Responsible Bidder Checklist

### Section 3 – Bid Package Information

1. Project Summary
2. Bid Package Index
3. General Scope of Work for All Bid Packages
4. Bid Package Scope of Work Descriptions

### Section 4 – Contract Documents

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  - b. Site Logistics Plan

**Section 5 – Subcontract Exhibits (Also available in Building Connected Folder)**

1. Subcontract Exhibit 1 – Sample Subcontract Agreement and Wilhelm Terms and Conditions
2. Subcontract Exhibit 2 – Sample Purchase Order
3. Subcontract Exhibit 3 – Insurance Requirements
4. Subcontract Exhibit 4 – F.A. Wilhelm’s Excavation Policy
5. Subcontract Exhibit 5 – F.A. Wilhelm’s EEO Statement
6. Subcontract Exhibit 6 – City of South Bend’s EEO Statement
7. Subcontract Exhibit 7 – City of South Bend’s Guidelines for Good Faith Efforts By Contractors in Meeting MWBE Contract Goals

## Project Team

<b>Project:</b>	<b>Madison Lifestyle District – Parking Garage</b> <b>416 North Main Street</b> <b>South Bend, IN 46601</b>
<b>Owner:</b>	City of South Bend 215 S. Dr. Martin Luther King Jr. BLVD South Bend, IN 46601
<b>Construction Manager:</b>	F.A. Wilhelm Construction Co., Inc. 3914 Prospect Street, Indianapolis Indiana 630 E. Bronson St., Ste 2, South Bend, Indiana
<b>Architect:</b>	American Structurepoint, INC 9025 River Road, Suite 200, Indianapolis, IN
<b>Civil/Structural Engineer:</b>	American Structurepoint, INC 9025 River Road, Suite 200, Indianapolis, IN
<b>MEP Engineer:</b>	Millie Engineering Group 9711 Valparaiso Drive, Munster, IN 46321
<b>Parking Garage Designer:</b>	THA Consulting 550 Township Line Road, Suite 100 Blue Bell, PA 19422

## Notice To Bidders

Project: Madison Lifestyle District Parking Garage – Bid Event #1

F.A. Wilhelm Construction Company and City of South Bend will receive bids for the Madison Lifestyle District Parking Garage as indicated in the Construction Managers Bidding Manual. The project will include the following list of bid packages. The anticipated construction start date is February 2026 and substantial completion July 2027, with final completion by September 2027.

All interested bidders can contact Shari Bernhardt at [ShariBernhardt@fawilhelm.com](mailto:ShariBernhardt@fawilhelm.com) to receive ITB through Building Connected or go to [www.fawilhelm.com/bid-board/](http://www.fawilhelm.com/bid-board/).

**See critical dates & times listed below (all local time):**

**Documents Available:** February 16th, 2026

**Pre-Bid Meeting:** February 17th, 2026 @ 2:30 PM at South Bend City Hall

**Bids Due:** March 17th, 2026 @ 2:30 PM

**Public Bid Opening:** March 17th, 2026 @ 2:30 PM

**BID PACKAGES**

- BP-02A – Temporary Fencing
- BP-02B – Tower Crane & Operator
- BP-03A – Cast-in-Place Foundations
- BP-03B – Rebar – Supply
- BP-03B – Rebar – Installation
- BP-03D – Ready Mix Supplier
- BP-14A – Elevators
- BP-31A – Site Demolition, Earthwork, and Utilities
- BP-31B – Aggregate Piers



**1: INSTRUCTIONS TO BIDDERS**  
**Madison Lifestyle District – Parking Garage**  
*South Bend, IN*

## Instructions to Bidders

### 1. General

- a. F.A. Wilhelm Construction will receive sealed bids for the Bid Packages included herein on Tuesday, March 17<sup>th</sup>, 2026, at 2:30 PM EST. Bids will be received via Building Connected. **LATE BIDS WILL NOT BE ACCEPTED.**
- b. The Bidding Documents consist of the following:
  - i. Construction Documents
  - ii. Exhibits
  - iii. Forms
  - iv. Addenda, Bulletins, and additional supplemental information
- c. The Bidding Schedule is as follows:

i.	Bid Documents Available	February 16 <sup>th</sup> , 2026
ii.	Prebid Meeting	February 17 <sup>th</sup> , 2026

**South Bend City Hall (4<sup>th</sup> floor, RM401)**  
**215 S. Dr. Martin Luther King Jr. Blvd South Bend, IN 46601**

iii.	Pre-Bid RFIs Due	February 27 <sup>th</sup> , 2026
iv.	Bids Due	March 17 <sup>th</sup> , 2026

  1. Bids will be received via Building Connected.
  2. Bids can be turned in prior to 2:30 PM on March 17<sup>th</sup>, 2026.
  3. Bids Received via Building Connected will be virtually opened and read out loud.

### 2. Bids

- a. Bids shall be submitted on the enclosed Bid Form produced by F.A. Wilhelm Construction and will be subject to all requirements of the Bid Documents.
- b. By Submitting a Bid, the Bidder Represents that:
  - i. They have visited the site and/or become familiarized with local conditions under which the work shall be performed.
  - ii. The Contract Documents have been reviewed and may not necessarily indicate all the work required for the performance or completion of the work. Contractor shall furnish and install items required for proper completion of the work without adjustments to price. Work shall be structurally sound, of quality construction and Contractor shall be responsible for the inclusion of adequate labor and materials to cover the proper and timely installation of the scope of work described or implied.
- c. Bidders shall identify personnel, equipment and subcontractors as requested in the Bid Form.
- d. Bid price shall be firm and not subject to escalation.

- e. Bid price shall be valid for sixty (60) days.

### 3. Bid Submission

#### a. Electronic Submission:

- i. Bids shall be submitted online via Building Connected under the “Bid Form” tab within the respective Bid Packages. All electronic bid submissions are required to contain all applicable bid forms and documents required by this Instructions to Bidders.
- ii. Bids Received via Building Connected will be virtually opened and read out loud at 2:30 PM EST on March 17<sup>th</sup>, 2026. The link to public bid opening is below:

**[Bid Opening Teams Link](#)**

#### b. To be considered a responsive bid, each envelope or submittal shall contain the following items:

- i. Bid Form Attachment 1 – Bid Package Standard Bid Form
- ii. Bid Form Attachment 2 – Combined Bid Form (if applicable)
- iii. Bid Form Attachment 3 – Supplemental Information
- iv. Bid Form Attachment 4 – Sub Qualification Form
- v. Bid Form Attachment 5 – Form 96
- vi. Bid Form Attachment 6 – City of South Bend Responsible Bidder Checklist

#### c. **Late bids will not be accepted. All bids are sealed until the public bid opening.**

#### d. Bid Submission requirements vary depending on contract values.

- i. All other bidding requirements as specified in these Instructions to Bidders still apply including but not limited to: State Form 96, Bid Form, Bid Form Attachments, etc.
- ii. Exceptions:
  - 1. Bid amount less than \$300,000
    - a. Indiana State Form 96 is still required to be filled out.

### 4. Prequalification of Bidders

- a. All bidders will be required to complete the FA Wilhelm Subcontractor Qualification Form and the City of South Bend’s Responsible Bidder Checklist with their submission of a bid proposal.
- b. FA Wilhelm Construction reserves the right to receive and review financial statements during the bidding process and throughout the duration of the project.
- c. Bidders must be registered with the local Building Department.

5. Access to Bidding Documents

- a. Access to bidding documents will be provided by FA Wilhelm through the Building Connected website and invited Bidders will be able to access, view, download, and print documents.
- b. Bidders must contact FA Wilhelm Construction in order to access the bidding documents through the Building Connected project site.
- c. Contact Shari Bernhardt at [ShariBernhardt@fawilhelm.com](mailto:ShariBernhardt@fawilhelm.com) with inquiries regarding use of the Building Connected Project Site.

6. Bidding Requests for Information (RFI) and Addendum

- a. Bidders shall promptly notify F.A. Wilhelm Construction in writing of any conflicts, discrepancies, or errors in the bidding documents. All Pre-Bid Request for Information must be sent to [ShariBernhardt@FAWilhelm.com](mailto:ShariBernhardt@FAWilhelm.com).
- b. All requests for Information and substitution requests must be submitted in writing by February 27<sup>th</sup> at 2:30 PM.
- c. Bidders will be notified of responses to Requests for Information collectively via Addendum through the Building Connected website.

7. Sales Tax – (Section 3.6.3 of General Conditions)

- a. Bidders shall exclude Indiana Gross Retail Sales Tax and Federal Excise Tax on all materials, products or equipment incorporated into the project.
- b. All other applicable Indiana Gross Retail and Indiana Use Taxes for consumables, materials, supplies and rental equipment shall be included in the bid.

8. Schedule

- a. Time is of the essence in the execution of the work of this project. Therefore, sufficient labor and materials must be provided at all times to meet the project schedule. Subcontractor shall take whatever steps necessary, including additional manpower, equipment, overtime, shifts, etc. at its sole cost and expense to perform its work in a timeframe and sequence to meet the Project Schedule which is included in the Project Manual.

9. Post-Bid Information

- a. Post-Bid scope review meetings will be held with bidders to identify the lowest responsible and responsive bidder by F.A. Wilhelm Construction and the Owner.
- b. Bidders should be prepared to discuss key personnel (both the office and on the jobsite), equipment, materials and schedule for the Project.
- c. Good Faith Efforts Materials to be submitted in the post bid process.

10. Equal Employment Opportunity

- a. Bidders shall comply with F.A. Wilhelm Construction's EEO Statement.
- b. Bidders shall comply with City of South Bend's EEO Statement.

11. Diversity Participation

- a. The City of South Bend is committed to meeting the following MWVBE goals on this project:
  - i. Women Owned Business Goal – 7%
  - ii. Minority Owned Business Goal – 5%
  - iii. Veteran Owned Business Goal – 3%
- b. Diverse contractors must be certified with the State of Indiana and must be listed on the IDOA Directory:

<https://www.in.gov/idoa/mwbe/minority-and-womens-business-enterprises/participation-goals/>



## 2: BID FORMS

### Madison Lifestyle District – Parking Garage

*South Bend, IN*

**BID FORM ATTACHMENT 1 – BID PACKAGE STANDARD BID FORM**

*BID FORM – PAGE 1 of 3*

1.1 PROJECT: Madison Lifestyle District – Parking Garage

1.2 FROM:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

State License Number (if applicable): \_\_\_\_\_

1.3 Submitted through Bid Form tab in Building Connected. Upload pdf with the following title:

**“[your company name] – Madison Lifestyle District – Parking Garage - [Bid Package Number]”**

1.4 BASE BID

Total Bid price for all work, complete, in accordance with the Bidding Documents:

Bid Package Name and Number:

\_\_\_\_\_

Bid Amount (in words): \_\_\_\_\_

Dollars: \$ \_\_\_\_\_

1.5 ALTERNATES (CIRCLE ADD OR DEDUCT WHEN APPLICABLE)

1. Alternate #1: Payment and Performance Bond                      ADD/DEDUCT: \$ \_\_\_\_\_

1.6 DIVERSITY PARTICIPATION

Value of diversity participation included in your base bid, in accordance with the Bidding Documents. Companies must be **certified** with State of Indiana to qualify, please visit: <https://www.in.gov/idoa/mwbe/minority-and-womens-business-enterprises/participation-goals/>

MBE \$ \_\_\_\_\_ %

WBE \$ \_\_\_\_\_ %

VBE \$ \_\_\_\_\_ %

1.7 ACKNOWLEDGEMENTS

- A. Documents and correspondence shall be submitted as indicated within the Bid Documents.
- B. Construction Manager Reserves the Right to reject any and all Bids at their sole discretion.
- C. Proposals to remain valid for 60 days from receipt of bid.
- D. Bidder has included all resources required to comply with the Project Schedule.

E. RECEIPT OF ADDENDA

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

F. Information to be provided with Bid Proposal:

- i. Bid Form Attachment 2 – Combined Bid Form (if applicable)
- ii. Bid Form Attachment 3 – Supplemental Information
- iii. Bid Form Attachment 4 – Subcontractor Qualification Form
- iv. Bid Form Attachment 5 – Form 96
- v. Bid Form Attachment 6 – City of South Bend’s Responsible Bidder Checklist

BID FORM – PAGE 3 of 3

- G. **The undersigned, do hereby declare that I/we have carefully examined the Site of the proposed Work, have thoroughly examined the Bid Documents, and do hereby agree to furnish and/or install, as specified in the bid package, all materials, transportation, equipment, labor, supervision, tools and all other items necessary to do all Work in strict accordance with the Bid Documents.**

Signed By: \_\_\_\_\_

(Member of Firm Authorized to Sign Bid)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**BID FORM ATTACHMENT 2 – COMBINED BID FORM**

PROJECT: Madison Lifestyle District – Parking Garage

BIDDER: \_\_\_\_\_ DATE: \_\_\_\_\_

All Bidders have the option of offering a combined bid for multiple bid packages. Bid Package Standard Bid Forms must be submitted for all bid packages included in the Combined Bid in addition to the Combined Bid Form.

Total Combined Bid price for all work, complete, in accordance with the Bidding Documents:

Bid Package Name and Number: \_\_\_\_\_

Bid Package Name and Number: \_\_\_\_\_

Bid Package Name and Number: \_\_\_\_\_

Bid Package Name and Number: \_\_\_\_\_

Bid Package Name and Number: \_\_\_\_\_

Bid Package Name and Number: \_\_\_\_\_

Combined Bid Amount: Dollars \$ \_\_\_\_\_

- A. **The undersigned, do hereby declare that I/we have carefully examined the Site of the proposed Work, have thoroughly examined the Bid Documents, and do hereby agree to furnish and/or install, as specified in the bid package, all materials, transportation, equipment, labor, supervision, tools and all other items necessary to do all Work in strict accordance with the Bid Documents.**

Signed By: \_\_\_\_\_

(Member of Firm Authorized to Sign Bid)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

### BID FORM ATTACHMENT 3 – SUPPLEMENTAL INFORMATION

PROJECT: Madison Lifestyle District – Parking Garage

BIDDER: \_\_\_\_\_ DATE: \_\_\_\_\_

BID PACKAGE: \_\_\_\_\_

Bidder shall include the requested supplemental bid information for all Bid Packages.

**A. PROPOSED STAFF**

Name and Title	% On-Site
_____	_____
_____	_____
_____	_____
_____	_____

**B. LEAD TIMES & MAJOR EQUIPMENT** *(individual pieces of equipment over \$10,000.00)*

Equipment and Manufacturer	Material	Lead Time
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**C. TIERED AND/OR DIVERSE SUBCONTRACTS AND SUPPLIERS**

Scope of Work	Supplier/Sub	Value	XBE (Y/N)	XBE Type
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____


Signed By: \_\_\_\_\_  
(Member of Firm Authorized to Sign Bid)

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## BID FORM ATTACHMENT 4 – SUB QUALIFICATION FORM

## Madison Lifestyle District – Parking Garage Subcontractor/Supplier Qualification Form

General Business Information						Part 1
Legal Business Name:					Date:	
Street Address:			Mailing Address:			
City:	State:	Zip:	City:	State:	Zip:	
Former Business Name (if applicable):						
Street Address:			Mailing Address:			
City:	State:	Zip:	City:	State:	Zip:	
Telephone:		Fax:		Website Address:		
Contractor's License #:		State:		Expiration:		
State Sales Tax Registration #:		State Unemployment #:		Federal ID #:		
Primary Contact Info						
Contact Name:			Title:			
Telephone:			Location:			
Email:						
Secondary Contact Info (if applicable)						
Contact Name:			Title:			
Telephone:			Location:			
Email:						
<b>Contractor Type</b>	<input type="checkbox"/> General Contractor <input type="checkbox"/> Sub-Contractor <input type="checkbox"/> Supplier <input type="checkbox"/> Other					
<b>Business Type</b>	<input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC/LLP <input type="checkbox"/> Other					
<b>Union Affiliation</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (*) If yes, please list all unions that your company is signatory with		Signatory Unions: 1.) _____ 4.) _____ 2.) _____ 5.) _____ 3.) _____ 6.) _____			
Type of Work			Construction Divisions & CSI Codes-all that apply			
<input type="checkbox"/> Commercial	<input type="checkbox"/> Healthcare	<input type="checkbox"/> Education	1. _____ 2. _____ 3. _____ 4. _____ 5. _____			
<input type="checkbox"/> Industrial	<input type="checkbox"/> Hospitality	<input type="checkbox"/> Other (Specify) _____				
Contract Size			Area of Operation			
-Maximum contract amount your company can effectively manage? (\$) _____  -What is the largest dollar volume on a single contract that you have performed over the past 3 years? (\$) _____  -Largest Project completed in the past 3 years? (\$) _____  -What percentage of work does your company sub-contract on a typical job? (\$) _____			<input type="checkbox"/> Metro Indianapolis <input type="checkbox"/> Indiana <input type="checkbox"/> Central Indiana  <input type="checkbox"/> NE Indiana <input type="checkbox"/> NW Indiana <input type="checkbox"/> SE Indiana <input type="checkbox"/> Illinois  <input type="checkbox"/> Kentucky <input type="checkbox"/> Michigan <input type="checkbox"/> Ohio <input type="checkbox"/> Nationwide <input type="checkbox"/> International			

Company Certifications (*)	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> VOSB <input type="checkbox"/> SBE <input type="checkbox"/> JSEB <input type="checkbox"/> Other _____  Certified by: <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> City <input type="checkbox"/> DOT <input type="checkbox"/> Other  Expiration: ____/____/____	List any other certifications:  _____  _____

**(\*) If requested, please provide a copy of current certification with Pre-Qualification form**

Licenses/Product Certifications (*)	
State License Numbers  Indiana Department of Administration (IDOA) License Number _____ Expiration Date _____  Indiana Department of Administration (INDOT) License Number _____ Expiration Date _____	City License Number  City of _____ License Type: _____ License Number _____ Expiration Date _____  City of _____ License Type: _____ License Number _____ Expiration Date _____

**(\*) Please attach current IDOA and/or INDOT Certification**

**(\*) Please attach current City Certification and/or license**

**(\*) If requested, please provide any documentation which substantiates licenses.**

Trade Specific License	
Trade _____	Trade _____
License Number _____	License Number _____

**(\*) If requested, please provide any documentation which substantiates trade licenses.**

Legal Questionnaire (*) if the answer to any of these questions is 'yes'-please include details in the spaces provided	Part 2
Please list any litigation, pending or resolved, that has been brought against your company within the past 5 years. Please describe the circumstances of the litigation and provide the names of the parties to the litigation:	
Has your organization ever failed to complete work awarded to it? If yes, explain the circumstances for failing to complete the work.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<u>Comments:</u>	
Are there any judgments, claims, arbitration, proceedings, or suits pending or outstanding against your organization or its officers?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<u>Comments:</u>	
Has your organization filed any law suits or requested arbitration with regard to construction contracts within the past 5 years? Please describe the circumstances of the law suits or arbitrations and provide the names of the parties involved:	<input type="checkbox"/> Yes <input type="checkbox"/> No
<u>Comments:</u>	
Within the past 5 years, has any officer or principle of your organization ever been an officer or principle of another organization when it failed to complete a construction contract? If yes, explain the circumstances for failing to complete the work.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<u>Comments:</u>	

Architect or Engineer/ Contractor/Supplier Trade References				Part 3
Architect/Engineer Name 1: _____		Company Contact: _____		
Address: _____		Phone Number: _____		
Comments: _____				
Architect/Engineer Name 2: _____		Company Contact: _____		
Address: _____		Phone Number: _____		
Comments: _____				
Contractor Name 1: _____		Company Contact: _____		
Address: _____		Phone Number: _____		
Comments: _____				
Contractor Name 2: _____		Company Contact: _____		
Address: _____		Phone Number: _____		
Comments: _____				
Supplier Name 1: _____		Company Contact: _____		
Address: _____		Phone Number: _____		
Comments: _____				
Supplier Name 2: _____		Company Contact: _____		
Address: _____		Phone Number: _____		
Comments: _____				
Trade/Professional Associations: <i>list any associations your company participates in</i>				
Name	Member Since	Awards/Recognition	Comments	

Safety Questionnaire (*)				Part 4
OSHA Year	EMR Rate	Total Recordable Injury Rate (*TRIR)	Lost Time Case Rate (*)	OSHA or IOSHA Citations (#)
2024				
2023				
2022				
2021				
OSHA Year	Work Related Fatalities (Column G)	Number of Lost Restricted Workdays (Column H+I)	Number of Medical Treatment Cases (Column J)	
2024				
2023				
2022				
2021				
Totals				

Do you have an OSHA compliant safety program in place? \_\_\_\_\_  Yes  No

Do you have a designated safety officer at your company? \_\_\_\_\_  Yes  No

Does this person conduct safety inspections on all job site(s)? \_\_\_\_\_  Yes  No

Have you implemented a hazardous communication plan(s)? \_\_\_\_\_  Yes  No

Have you implemented a drug testing program? \_\_\_\_\_  Yes  No

Do you have a light-duty program? \_\_\_\_\_  Yes  No

Do you review the safety procedures, and history of any sub-contractor you work with? \_\_\_\_\_  Yes  No

Do you provide safety training to all employees? \_\_\_\_\_  Yes  No

Would you allow an audit of your company manuals relating to safety policy/procedure? \_\_\_\_\_  Yes  No

Please describe the safety training provided to the employees and whether it is provided in-house or through a third party:

\_\_\_\_\_

\_\_\_\_\_

List OSHA or IOSHA citations received in the last 5 years that required fines to be paid. Provide the year, the citation and the amount of the fine:

\_\_\_\_\_

\_\_\_\_\_

**(\*)If requested, please provide along with this Pre-Qualification form any documentation that substantiates the requested information in the safety questionnaire above. Including but not limited to; OSHA logs, citation records, Worker’s Compensation EMR verification, Safety Programs, Fall Prevention / Protection program, Hoisting & Rigging programs and current PICS certification.**

**(\*) To calculate TRIR rate combine columns G, H, J and J from OSHA form 300 x (200,000)/Employee Hours Worked.**

**(\*) To calculate Lost Time Case Rate use column H from OSHA form 300 x (200,000)/Employee Hours Worked.**

Insurance Information (*)		Part 5
Insurance Agency:	Phone: ( )	
Insurance Contact Name:	Fax: ( )	
Street Address:		
City:	State:	Zip:

Insurance Plan		Insurance Carrier	Max Obtainable Coverage (\$)	Plan Deductible	Expiration
Worker’s Compensation	<input type="checkbox"/> Yes <input type="checkbox"/> No		(\$)		
General Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No		(\$)		
Excess Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No		(\$)		
Auto Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No		(\$)		
Professional Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No		(\$)		
Other	<input type="checkbox"/> Yes <input type="checkbox"/> No		(\$)		

**(\*)If requested, please include a copy of your current insurance certifications**

Banking/Financial (*)		Part 6
Bank Name:	Contact Name:	
Phone: ( )	Line of Credit Amount: (\$)	
Amount Available: (\$)	Secured: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Description of Collateral:	Personal <input type="checkbox"/> Yes <input type="checkbox"/> No	
What is your current backlog of work?	D-U-N-S #:	
<b>Please provide annual revenue for the past 3 years</b>		
<b>Year</b>	<b>2024</b>	<b>2023</b>
<b>Revenue</b>	(\$)	(\$)
<p>-On a separate sheet, list any major construction projects your organization has in progress, giving the name of project, contract amount, and scheduled completion date.</p> <p>-On a separate sheet, list the major projects your organization has completed in the past 5 years.</p>		

**(\*If requested, please provide along with this Pre-Qualification form the last 3 year end audited financial statements (with footnotes), along with the most recent interim financial statement including balance sheets and audited income statements.**

Bonding/Surety Information (*)		Part 7
Agent's Name:	Bonding/Surety Company:	
Phone: ( )	Bonding Capacity: Total: (\$) Per Job: (\$)	
Personal Guarantee: <input type="checkbox"/> Yes <input type="checkbox"/> No	Dollar value of bonded work on hand: (\$)	

**(\*If requested, please provide along with this Prequalification form a bondability letter from your surety indicating per job and aggregate bonding capacity and also current available capacity.**

<b>Experience</b>	<b>Part 8</b>
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How many years has your company been in business? \_\_\_\_\_

Has your company worked for F.A. Wilhelm Construction Co., Inc. in the last 5 years? \_\_\_\_\_  Yes  No  
*(If yes, please indicate below.)*

Project A \_\_\_\_\_ F.A. Wilhelm Construction Co., Inc. Contact \_\_\_\_\_

Project B \_\_\_\_\_ F.A. Wilhelm Construction Co., Inc. Contact \_\_\_\_\_

Project C \_\_\_\_\_ F.A. Wilhelm Construction Co., Inc. Contact \_\_\_\_\_

Please select the average contract size your office most typically performs for the trade package you intend to bid:

\_\_\_\_\_ \$1 - \$100,000

\_\_\_\_\_ \$100,000 - \$500,000

\_\_\_\_\_ \$500,000 – 1,000,0000

\_\_\_\_\_ \$1,000,000 – 5,000,000

\_\_\_\_\_ \$5,000,000 <

- Please describe the training and/or apprentice program that your employees receive to become a competent/skilled craft persons in the trades that you perform. Include the types of classes and training provided and the number of years of the program. If the training is provided by a third party organization, please provide the name of such organization.

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- If during the course of the project, you were to fall behind schedule requiring adding competent/trained personnel to recover, what is your source for obtaining these workers and how quickly can they be obtained?

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**Project Details**

**Part 8A**

Please provide at least five projects of relevant experience for each trade package that your company intends to bid. One project may represent experience in multiple trades. Projects should have been completed within the past 5 years.

Project Name:	
City, State:	
Scopes of Work:	
Year Completed:	
Owner:	
General Contractor/CM:	
Project Name:	
City, State:	
Scopes of Work:	
Year Completed:	
Owner:	
General Contractor/CM:	
Project Name:	
City, State:	
Scopes of Work:	
Year Completed:	
Owner:	
General Contractor/CM:	
Project Name:	
City, State:	
Scopes of Work:	
Year Completed:	
Owner:	
General Contractor/CM:	
Project Name:	
City, State:	
Scopes of Work:	
Year Completed:	
Owner:	
General Contractor/CM:	
Project Name:	
City, State:	
Scopes of Work:	
Year Completed:	
Owner:	
General Contractor/CM:	

**Authorization**

I hereby acknowledge that all of the information provided in this document is true and is not purposefully misleading.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Dates: \_\_\_\_\_ Company: \_\_\_\_\_

***(\*) By authorizing this prequalification form the subcontractor named herein, is agreeing to supply any documentation noted in this prequalification form, at the request of the designated party at F.A. Wilhelm Construction Co., Inc. for the purposes of selecting a subcontractor for this project.***

**BID FORM ATTACHMENT 5 – FORM 96**



# CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

## PART I

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

Date (month, day, year): \_\_\_\_\_

1. Governmental Unit (Owner): \_\_\_\_\_

2. County : \_\_\_\_\_

3. Bidder (Firm): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZIPcode: \_\_\_\_\_

4. Telephone Number: \_\_\_\_\_

5. Agent of Bidder (if applicable): \_\_\_\_\_

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

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

\_\_\_\_\_ and dated \_\_\_\_\_ for the sum of

\_\_\_\_\_ \$ \_\_\_\_\_

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

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

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

### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

*(If applicable)*

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

## ACCEPTANCE

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

Contracting Authority Members:


### PART II

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

Governmental Unit: \_\_\_\_\_

Bidder (Firm) \_\_\_\_\_

Date (month, day, year): \_\_\_\_\_

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

### SECTION I EXPERIENCE QUESTIONNAIRE

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

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

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

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, where and why?

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

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## SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

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

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

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

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

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### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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



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**BID OF**

\_\_\_\_\_ *(Contractor)*

\_\_\_\_\_ *(Address)*

FOR  
PUBLIC WORKS PROJECTS  
OF

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Filed \_\_\_\_\_, \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID FORM ATTACHMENT 6 – CITY OF SOUTH BEND RESPONSIBLE BIDDER CHECKLIST**

**CITY OF SOUTH BEND, INDIANA**  
**CONTRACTOR’S BID FOR PUBLIC WORK**  
**RESPONSIBLE BIDDER CHECKLIST**

**Project Name** Madison Lifestyle District - Parking Garage  
**Project No.** 124-074  
**For Bids Due** \_\_\_\_\_  
**Contractor Name:** \_\_\_\_\_

The City seeks to enhance its ability to identify responsive and responsible bidders on all City public works projects by institution of comprehensive submission requirements in compliance with State law. Quality workmanship, efficient operation, safety, and timely completion of projects requires that all bidders meet certain minimum requirements to be responsive and responsible bidders.  
**THIS FORM MUST BE SUBMITTED WITH YOUR BID.**

**\*\*THIS FORM ONLY APPLIES TO BIDS GREATER THAN \$250,000. \*\***

**INSTRUCTIONS:**

**If you are a pre-qualified bidder, complete Section I only.**

**If you are not a pre-qualified bidder, complete Section II only.**

Section II acts as an application for pre-qualification. Submission of Section II will allow the bidder to be considered for pre-qualification for bids with the City of South Bend Department of Public Works. Pre-qualified bidders will then be exempt from a portion of the submission requirements outlined in Section 6-71 of The Responsible Bidding **Ordinance No. 10975-23** (hereinafter, “Responsible Bidding Ordinance”) for a period of twelve (12) months.

Thereafter, contractors who are pre-qualified must submit a complete application for continuation of “pre-qualified” standing, on a form provided by the City (“Responsible Bidder Checklist (1) Pre-Qualified Bidders”) within twelve (12) months of obtaining pre-qualified standing. If the status of any item changes within the twelve (12) months, it is the responsibility of the contractor to notify the City. Failure by any pre-qualified contractor to submit its complete application for continuation of “pre-qualified” standing within the time prescribed above shall result in automatic removal of the designation, effective immediately following the twelve (12) months of pre-qualified standing.

However, the “removed” contractor or subcontractor shall still be permitted to bid on City public works projects, though the contractor must submit all required documents under 6-71 until “pre-qualified” status is re-established.

**Please Note: The City reserves the right to request supplemental information from the bidder, additional verification of any information provided by the bidder, and may also conduct random inquiries of the bidder’s current and previous customers regardless of pre-qualified standing.**

It is the sole responsibility of the potential bidder to comply with all submission requirements applicable to the bidder in Section 6-71 of the Responsible Bidding Ordinance no later than the date of the public bid opening.

**POST BID SUBMISSIONS:**

Post-bid submissions must be submitted in accordance with Section 6-72 of the Responsible Bidding Ordinance. The post-bid submission requirements are as follows:

1. All bidders shall collect, maintain, and provide upon request, a current written list that discloses the name, address, licensing status, and type of work for any subcontractor from whom the bidder has accepted a bid and/or intends to hire on any part of the public work project, including individuals performing work as independent contractors.
2. Each subcontractor, whose portion of the project is estimated to be at least two-hundred fifty thousand dollars (\$250,000.00), shall be required to adhere to the requirements of Section I of the Responsible Bidder Ordinance as though it were bidding directly to the City, except that the subcontractor shall submit the required information (including the name, address, and type of work) to the successful bidder prior to the commencement of work.
3. Failure of a subcontractor to submit the required information shall not disqualify the successful bidder from performing work on the project and shall not constitute a contractual default and/or breach by the successful bidder. However, the City may withhold all payment otherwise due for work performed by a subcontractor, until the subcontractor submits the required information and the City approves such information.
4. The disclosure of a subcontractor list ("Disclosed Subcontractor(s)") to the City by a bidder shall not create any rights in the Disclosed Subcontractor(s). Thus, a bidder may substitute another subcontractor for a Disclosed Subcontractor by giving the City, upon request, written notice of the name, address, licensing status, and type of work of the substitute subcontractor.
5. The successful bidder for projects greater than \$250,000 and all subcontractors performing work greater than \$250,000 on a public works project are required to submit certified payroll utilizing the federal form known as WH-347 or a similar form on a bi-weekly basis, submitted within 10 days after the end of each bi-weekly payroll period. Certified payrolls shall identify the job title and craft for each employee. **Certified payrolls shall be submitted electronically.**

**Please Note: Submissions deemed inadequate, incomplete, or untimely by the City may result in the automatic disqualification of the bid.**

The City, after review of complete and timely submissions, shall, in its sole discretion, after taking into account all information in the submission requirements, determine whether a bidder is responsive and responsible, and provide a Pre-Qualification Verification Letter. The City specifically reserves the right to utilize all information provided in the contractor's submission and any information obtained by the City through its own independent verification of the information provided by the contractor.

**I. PRE-QUALIFIED BIDDER CHECKLIST**

(a) Acknowledgements:

- (i)  By checking this box, I hereby acknowledge that I am a pre-qualified bidder with the City of South Bend and that I have met the pre-qualification requirements within the last twelve (12) months. **A copy of my Pre-Qualification verification letter is attached.**
- (ii)  By checking this box, I hereby acknowledge that the City reserves the right to request supplemental information, additional verification of any information provided by me, and may also conduct random inquiries of my current and prior customers.
- (iii)  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.
- (iv)  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:

- (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).
- (ii)  Statement on staffing capabilities, including labor sources. This statement indicates and ensures I have sufficient employees on staff to complete the work. It outlines how I intend to meet the staffing needs of the work.
- (iii)  List of projects of similar size and scope of work performed in all areas, including the State of Indiana, within the last three (3) years.
- (iv)  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.

## 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)  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)  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:

- (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).
- (ii)  List identifying all former business names.
- (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.
- (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.
- (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)  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.

- (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.
- (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.
- (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.
- (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: \_\_\_\_\_

\_\_\_\_\_  
(Sign Here)

\_\_\_\_\_  
(Print Name Here)

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Address of Company)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Telephone Number)

*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)

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STATE OF \_\_\_\_\_ )  
 ) SS:  
\_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Contractor/Bidder (Firm)

\_\_\_\_\_  
Signature of Contractor/Bidder or Its Agent

\_\_\_\_\_  
Printed Name and Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

County of Residence \_\_\_\_\_

## Bid Package Index

### **BID PACKAGES (BID EVENT #1)**

- BP-02A – Temporary Fencing
- BP-02B – Tower Crane & Operator
- BP-03A – Cast-in-Place Concrete Foundations
- BP-03B – Rebar – Supply
- BP-03B – Rebar – Installation
- BP-03D – Ready Mix Supplier
- BP-14A – Elevators
- BP-31A – Site Demolition, Earthwork, and Site Utilities
- BP-31B – Aggregate Piers



**3: BID PACKAGE INFORMATION**  
**Madison Lifestyle District – Parking Garage**  
*South Bend, IN*

## General Scope of Work

### Project Summary

The project consists of a new parking garage for the Madison Lifestyle District project that will be wrapped by a multi-family residential building and hotel with a podium level on ground floor. The anticipated construction start date is February 2026 and substantial completion July 2027, with final completion by September 2027.

### General Scope of Work for All Bid Packages

1. All specified mock-ups and samples.
2. The term “*provide*” shall mean to furnish, deliver and install complete.
3. Contract documents may not necessarily indicate all the work required for the performance or completion of work. Subcontractor shall furnish and install items required for proper completion of work without adjustments to price. Work shall be structurally sound, of quality construction and Subcontractor shall be responsible for the inclusion of adequate labor and materials to cover the proper and timely installation of the items described or implied.
4. This summary should in no way be construed as being all-inclusive. It is issued as a guide to aid in the assignment of work. If conflicts regarding assignment of work exist between the drawings, the specifications, notes or these descriptions, the Bid Category Descriptions shall take precedence.
5. Subcontractor shall be responsible for any trade permits and inspection fees for the assigned Scope of Work. Permits, Fees & Inspections:
  - a. The CM will purchase the General Building Permit. All other permits, utility tap fees and inspection fees must be included in the work scope of the subcontractor requiring them.
  - b. Each subcontractor shall call for, obtain and pay for all inspections as required to facilitate their work and to maintain schedule even if the general building permit was secured by the CM. Each subcontractor shall keep copies of permits, inspections and signatures in the CM’s office. Any associated fee for a failed inspection under the General Building permit purchased by the CM (i.e., structural inspections) will result in a back charge to the associated subcontractor for additional inspection needs.
  - c. Permits for work requiring a shutdown of existing streets and /or sidewalks or impeding public access in any way shall be secured and paid for by subcontractor requiring it and scheduled with the CM in advance.
  - d. Each subcontractor shall coordinate with the CM for scheduling of material testing and inspection services. Any re-testing and/or re-inspection of unacceptable materials or installations shall be paid for by the subcontractor requiring the additional test/inspection.
6. BIM will be utilized on this project for MEP contractors at a minimum and will require participation and coordination.

7. Safety: Reference the F.A. Wilhelm Construction Site Specific Safety Plan (SSSP) prepared for this project. Highlighted safety provisions on this project shall include:
- a. Subcontractor to demonstrate participation in a safety program that includes an acceptable employee substance abuse program. MICCS is an example of an acceptable safety program that includes a substance abuse policy. Job hazard analysis forms are to be completed daily for each work activity and are to be reviewed and initialized by each crew member working on that activity daily.
  - b. Acknowledgment and representation that if, at any time, the safety of any existing or new construction, utilities, etc., appears to be endangered, Subcontractor shall, at its own expense, take all proper means, including any additional bracing and/or shoring necessary to safeguard and prevent any such movement or settlement, and to support such structures as identified on the documents. Assure Fall Protection at heights of 6 feet or greater, pursuant to the OSHA standards and Wilhelm policies, whichever is more stringent. This includes all steel erection activities.
  - c. Acknowledgment and representation that the use of radios, including headsets, is not permitted (this does not apply to two-way radios for remote communication) Eye protection must be worn by all personnel on the jobsite.
  - d. All jobsite personnel shall wear reflective safety shirts or vests at all times.
  - e. All jobsite personnel shall wear hard hats, work boots/shoes, long pants and shirts with a minimum 4" sleeve as defined by OSHA.
  - f. Attendance by all subcontractor personnel to Wilhelm's and Owner's preconstruction safety orientation program prior to beginning work.
  - g. All electrical cords are to be rolled up daily and stored by each Subcontractor. Any cords not rolled up or suspended from the structure at the end of the day will be removed and rolled up by the CM at the subcontractor's expense. Electrical cords in use in walkways or pathways shall be suspended as to not create a tripping hazard and so that these areas can be broom swept daily.
  - h. Use of platform ladders is required in lieu of standard ladders.
  - i. Roof edge barricades as required to perform your work
  - j. Controlled access zones as required to perform your work.
  - k. Confined Space: Each subcontractor requiring access to confined spaces must present their specific confined space safety plan to the CM prior to beginning confined space work.
  - l. A daily jobsite safety meeting prior to starting work for all workers on the project will be utilized by each subcontractor, attendance by all on-site personnel is mandatory. Project site wide safety meeting will be coordinated as necessary by CM and attendance is also mandatory.
  - m. Asbestos – Removal/abatement of asbestos-containing material should not be included in the base bid for any bid category. If during demolition work any material is encountered that is known to contain or suspected of containing asbestos, immediately stop work associated with the questionable material and notify the CM.
  - n. Construction Fumes, Odors, Dust and Related Hazards – All subcontractors shall take extreme care to prevent the infiltration of toxic, hazardous, carcinogenic, and objectionable fumes and odors into adjacent occupied buildings and existing air intakes. Review with CM all sealers, curing agents, and concrete dust producing activities and other products that will possibly affect air quality. All MSDS pertaining to materials/chemicals used on the site

must be submitted to the CM before bringing the materials/chemicals on site. Smoke Eaters must be used in conjunction with any welding activities.

- o. Hazardous Material – Transportation, handling, storage, and legal disposal of hazardous and potentially hazardous materials shall be pursuant to all applicable Federal, State, and local requirements. The Construction Manager must immediately be notified of any spill or other mishap involving hazardous materials.
  - p. Reference F.A. Wilhelm’s Excavation Policy.
8. Conduct and Coordination:
- a. Smoking and the use of any tobacco products, including e-cigarettes and vaping, inside buildings, on the property of the owner or on the construction site is prohibited. These rules apply to adjacent properties including the local residential neighborhood and office complexes. Failure to abide by this policy will result in removal from the project.
  - b. Each subcontractor shall cooperate and coordinate with all other Bid Category Subcontractors for expedient completion of the work of this project. If work is not properly coordinated, the CM will require the subcontractor to remove and relocate work with no additional compensation.
  - c. Initial benchmarks, horizontal and vertical, will be provided by the CM. Each subcontractor shall be responsible for all field measuring, engineering, detailed layout, grade and stakes from benchmark and control points required for proper location and coordination of the work.
  - d. Company signs are prohibited, except as specifically assigned by Contract Documents or approved by the CM. Safety signage is mandatory.
9. Management and Supervision:
- a. Each subcontractor and sub-subcontractor shall have daily huddle meetings at the beginning of each work shift, at a minimum. The huddle meetings shall review all activities on site and provide an open forum for all participants to review safety hazards and procedures to safely conduct the work. All personnel shall attend each huddle meeting and attendance shall be taken daily. Daily foreman huddle meetings are required for each subcontractor on site.
  - b. Subcontractor shall have full-time supervision on the job at all times while Subcontractor’s work is being performed. This requirement applies to all work under Subcontractor’s Scope of Work. This superintendent must be present at all Subcontractor coordination meetings and safety meetings held by Contractor each week. Employees of Subcontractor shall be required to attend weekly job site safety meetings.
  - c. The CM will be utilizing a web-based information management system, Procore, to facilitate communications among project partners including but not limited to Owners, Architects, Engineers, CM, and Subcontractors. Use of this system is mandatory for all subcontractors. All subcontractors must have an e-mail address and have access to the internet.
  - d. Subcontractor to provide a three (3) week look ahead schedule every week. Subcontractor to review, comment, and/or accept Contractor’s P6 Schedule at every update within seven (7) working days of issuance of the updated P6 Schedule.
10. Protection of Work or Property:

- a. Commencement of finishing work (completion of work started by others) by subcontractor shall constitute subcontractor's approval of substrate surfaces for receiving work. Any resulting failure or development of defects in work in these areas shall be repaired at the expense of subcontractor applying finish material. Discrepancies in the work of others shall be brought to the CM's attention prior to starting subcontractor's work.
- b. Where new work connects with existing, do all necessary cutting and patching required to make a satisfactory connection with the work to be performed under the Contract Documents to leave the entire work in a finished and workmanlike condition. This requirement shall include all required work where new items connect, fit, or otherwise interface with existing surfaces. Provide all labor and materials to this end, whether or not shown or specified. Verify and match existing conditions.

11. Access to Jobsite/Work Times:

- a. The jobsite will be open during normal working hours, Monday-Friday 7:00AM-4:30PM EST. Work hours outside of these normal working times will be required due to utility shutdowns, work in occupied spaces, site work, exterior building work, and/or loud or noisy work activities due to adjacent neighbor or owner restrictions. The CM reserves the right to change work hours as necessary. This does not alleviate the subcontractor's responsibility to work overtime as required to maintain the schedule. The CM shall try to accommodate any requests by subcontracts to have the jobsite open at different times/days.
- b. Each subcontractor shall include off-hours work for work in or near areas that could affect the function of the existing facility, as required to complete the scopes of work. The existing facility will remain fully functional throughout the duration of construction. Construction activities taking place shall be planned to minimize/eliminate any interruptions within the facility. Working in existing spaces shall be completed during non-first shift work hours as required to facilitate the on-going operations of the hospital. All costs to complete this work shall be included in this bidder's base bid.
- c. Saturdays will be utilized on the project as a make-up workday for any lost time during the normal work week. This includes lost time due to weather impacts.
- d. Saturdays will also be utilized to maintain the project schedule when work activities or durations have fallen behind schedule.
- e. If the perimeter of the jobsite is enclosed by construction fencing, any Subcontractor that must relocate the temporary construction fencing shall put it back in place, in the state it was found at the end of each workday.
- f. Subcontractor shall be prohibited from blocking traffic on any public streets or sidewalks. If blocking of public areas are required, Subcontractor is to coordinate and comply with all local requirements, permits, traffic controls, etc.

12. Parking - Parking on site is not permitted. Subcontractor to make accommodations to transport employees to and from the job site.

13. Storage & Delivery:

- a. There will be limited space available for on-site construction office trailers. Tool/Storage containers shall only be placed with the prior approval of the CM.

- b. The project site is limited on lay down, storage, preparation areas, etc. All subcontractors will be required to deliver material to the project on an “as needed” basis and as discussed and approved with the CM.
- c. All materials delivered to the site shall be neatly organized (as discussed with the CM) and adequately protected from weather at all times and shall be received and stored at the jobsite in an approved manner as established by the manufacturer, specifications, and CM. All materials to be delivered shall be sized, bundled, or packaged in such a fashion to fit in the building.
- d. Each subcontractor shall take care to plan their work and storage of materials in a manner that does not overload the structure.
- e. All construction deliveries and access to the site will be thru the designated construction entrance as directed by the CM. Subcontractors requiring alternate access must review their plan for access with the CM prior to proceeding with work. This subcontractor shall provide any cleaning of streets, de-icing and snow removal of work area, temporary signage, barricades, flagmen, etc. required to conduct their work.
- f. If any vehicle working under this subcontractor carries mud or dirt on any roadways or pavements, this subcontractor shall clean it immediately.

#### 14. Special Project Conditions:

- a. A Project Specific QA/QC Plan will be prepared by the CM for this project and distributed to all subcontractors for review and submission of a “scope specific” QAQC plan for their scope of work.
- b. Subcontractor shall provide their own temporary power and task specific lighting. Basic OSHA required lighting inside the building will be provided by the CM.
- c. Subcontractors have included all project specific or required mock-up provisions for the project as shown or called out in the Bid Documents.
- d. CM will provide a portion of total necessary port-o-lets as defined by OSHA guidelines. Trade Contractors will be responsible for additional port-o-lets as necessary.
- e. Subcontractor shall provide their own drinking water for their workers. A designated lunch area will be established for the job site. No food or drinks other than water will be allowed in other areas of the building or site.
- f. All utility shutdown requests shall be requested and coordinated with the CM and Owner.
- g. All subcontractors will be required to acquire an ID Hardhat Sticker during their on-site orientation.
- h. There will be very minimal, if any, laydown available onsite. All deliveries are to be JIT (just in time) Delivery. All deliveries are to be coordinated so that the items can be offloaded in a timely manner.
- i. CM will provide one (1) operated lull for everyone’s use during construction. If additional means are required to hoist materials, this must be coordinated with the CM. Any hoisting that requires specialty equipment or cranes will be provided by subcontractor.
- j. Each subcontractor is responsible for repair of firestopping or other materials integral to the proper and complete installations of another trades work that is required to maintain a fire rating or code compliance that was previously installed. The subcontractor is responsible for the cost for the repair by the Subcontractor who warrants the installation. If more extensive patching is required, this will result in a back charge to the subcontractor creating same.

- k. Subcontractors shall examine the conditions under which the work is to be installed and notify the CM in writing of any discrepancies or conditions detrimental to proper performance of the work. This subcontractor is not to proceed until the required corrections are accomplished. However, this requirement does not alleviate a preceding subcontractor from his responsibility to correct deficient work or pay the subsequent subcontractor's cost of rework.
- l. In the event of discrepancies in the Contract Documents each subcontractor shall assume the higher quality and greater quantity on bid day and include a list of said discrepancies with their bid. The CM and A/E will determine the correct assignment of work and scope will be adjusted accordingly. Each subcontractor is responsible for the complete review of and coordination with the Bid Categories of all other subcontractors.
- m. Bidders shall review the documents and note the basis of design with regard to manufacturers. Refer to architectural specification sections for substitution procedures. Bidders using manufacturers other than the basis of design shall be responsible for all costs that may be incurred to accommodate the manufacturer utilized by the bidder. These costs including costs that may be incurred by other trades to accommodate the manufacturer shall be borne by the subcontractor providing the alternative equipment.
- n. Each subcontractor shall provide any required utility extensions, utility connection/tap fees and/or additional services beyond those shown or specified in order to complete their scope. This subcontractor shall coordinate with the utility companies for verification of underground services prior to beginning work.
- o. Project specific requirements for utility services needs listed and defined i.e. electrical service, lighting, water, etc.
- p. This subcontractor shall provide 1 worker per every 10 (or one individual if work crew is less than 10) to serve as a member of the composite cleanup crew directed by the CM. This composite cleanup crew will occur once per week or as required to maintain a clean and safe work environment.
- q. MEP subcontractors shall include all required and UL Listed firestopping for all their respective MEP through fire rated wall penetrations.
- r. Each subcontractor is responsible for the entire set of Construction Documents for their complete scope of work. No changes in cost will be considered for work shown on any drawings regardless of discipline where shown (i.e. Electrical connections/requirements shown on plumbing drawing).
- s. Roofing Penetrations –The roofing subcontractor shall be responsible for cutting/repairing of all roof penetrations required as determined by the MEP documents. This includes cutting, flashing, protecting and maintaining the roofing warranty. All MEP subcontractors shall coordinate with the Roofing subcontractors for final locations of all scope related roofing penetrations.
- t. Each Subcontractor must coordinate with any and all Owner-Furnished equipment, materials and connections as it relates to your bid item/ package Scope of Work.
- u. Subcontractor will be required to attend the weekly subcontractor meeting prepared with a weekly work plan for the coming week and a review of the work activities to take place in the next 6-week work period.
- v. All inserts and sleeves shall be cast-in-place whenever feasible. No sleeve shall be placed through any concrete element unless specifically called for on the structural drawings, approved sleeve submittal or specifically authorized in writing by the structural engineer.

- w. Core drilling shall not be permitted unless authorized in writing by the structural engineer. Any and all core drilling will follow the standard protocol assigned by the structural engineer or Construction Manager.
- x. Joint sealants and caulking is assigned to the respective bid packages. Further definition is found in each bid package and bid item Scope of Work. If not more specifically defined, each Subcontractor is responsible for sealant and caulking as required for components which that Subcontractor is responsible for providing and installing.
- y. All Subcontractors who have work that incorporates MEP components or associated Architectural components that are tied into the MEP systems shall be required to actively participate in BIM/MEP coordination meetings. These BIM/MEP meetings will be scheduled and run by the CM VDC Coordinator/Subcontractor. Each Subcontractor may be required to provide the appropriate BIM/Revit files to the CM VDC Coordinator for purposes of loading into the BIM model along with other trades to determine and resolve all “clash detections” to the satisfaction of the CM VDC Coordinator. All subcontractors shall be required to produce a final set of as-built documents necessary for project closeout.
- z. The project will be BIM Coordinated per Exhibit “J” of the schedule “A”. Subcontractors will participate in this coordination to the fullest extent required by the contract documents.
- aa. Subcontractors will be required to actively participate in the final building commissioning and to complete any required documentation and paperwork.



Madison Lifestyle District  
Parking Garage  
02A – Temporary Fencing

**The work for this Bid Package specifically includes, but is not limited to, all work as defined in the following Specification Sections:**

Division 00	Bidding and Contract Requirements
Division 01	General Requirements

**Additionally, this scope of work includes, but is not limited to, the following:**

1. Furnish and install the required temporary fence on the project. A site logistics plan has been provided.
2. Coordinate delivery and installation based off schedule to occur prior to construction team mobilization.
3. Fence to be standard 6' chain link fence.
4. Driven posts are required at all gates.
5. Subcontractor may provide driven post or panelized system at their discretion.
6. Temporary fencing to be in place for the duration of the project.
7. Subcontractor shall include (2) additional trips to the project site for necessary modifications to accommodate the construction sequence.
8. Include removal of temporary fence upon completion of the project.
9. Upon removal of temporary fencing, the subcontractor is responsible for restoration of site finishes, beyond the extents of the project, that are affected by temporary fencing.

**Work Performed by Others and Excluded:**

1. Subcontractor has excluded all sales tax on permanent in place work due to tax exempt status of Owner.
2. Subcontractor Payment and Performance Bonding.





Madison Lifestyle District  
Parking Garage  
02B – Tower Crane

**The work for this Bid Package specifically includes, but is not limited to, all work as defined in the following Specification Sections:**

Division 00	Bidding and Contract Requirements
Division 01	General Requirements

**Additionally, this scope of work includes, but is not limited to, the following:**

1. Subcontractor to include a 38-week duration for equipment.
2. Subcontractor to include 1,520 crew hours for operation of the crane.
3. Subcontractor to include 380 crew hours of overtime premium.
4. Subcontractor to include (1) mobilization and (1) demobilization in base bid.
5. Subcontractor to include setup and tear down of tower crane.
6. Tower crane shall provide 10,000 lb capacity at the tip.
7. Includes all road permits.
8. Includes an add for zoning / anti-collision.
9. Subcontractor to include 38 weeks of necessary maintenance.
10. Subcontractor to include the anchor stool for foundation work.
11. Subcontractor to include foundation design.
12. Subcontractor to include all the above listed items into a lump sum base bid to be evaluated.

**Work Performed by Others and Excluded:**

1. Subcontractor has excluded all sales tax on permanent in place work due to tax exempt status of Owner.
2. Subcontractor Payment and Performance Bonding.
3. Electrical





Madison Lifestyle District  
Parking Garage  
03A – Cast-in-Place Foundations

**The work for this Bid Package specifically includes, but is not limited to, all work as defined in the following Specification Sections:**

Division 00	Bidding and Contract Requirements
Division 01	General Requirements
Sheet S002	General, Penetrations and Embedded Items, Delegated Design, Shop Drawing Submittals, Product Data Submittals
03 10 00	Concrete Forming and Accessories
03 20 00	Concrete Reinforcing (as applicable)
03 30 00	Cast-in-Place Concrete

Preliminary Geotechnical Investigation Report by Atlas, August 21, 2024.

**Additionally, this scope of work includes, but is not limited to, the following:**

1. Subcontractor shall provide all structural cast-in-place concrete, forming, placing, pumping, finishing, and necessary and related materials to construct all foundations consisting of wall footing, foundation walls, elevator pit walls, platform foundation walls, mat foundations, column footings, etc. for a complete project. See exclusions below.
2. Work includes accessories and components of the Work including curing compound or proper curing methods, water stop, expansion joints, control joints, sawcut joints, reveals, chamfer strips, hardener, etc.
3. Includes all formwork, edge forms, block-outs, to complete the project. Formwork drawings must be submitted for review and approval.
4. All concrete shall be formed.
5. Subcontractor shall have a full-time non-working superintendent on the job at all times while Subcontractor's work is being performed. This requirement applies to all work under Subcontractor's Scope of Work. This superintendent must be present at all Subcontractor coordination meetings and safety meetings held by Contractor each week. Employees of Subcontractor shall be required to attend weekly job site safety meetings.
6. Subcontractor shall have a full-time Project Manager on the job at all times.
7. Subcontractor is responsible for overseeing Safety and Quality for this scope of work.
8. Include a minimum of 8 hours per week for project clean-up.
9. Includes overtime required to maintain the project schedule.
10. There will be no increase in cost for the duration of the project.
11. Includes all layout for this Work.
12. Includes all required equipment, hoisting, cranes, and pumps as required to complete concrete work.





13. All concrete is to be placed via pumps.
14. Rubbing, patching, and grouting to achieve proper finish as called for by the Contract Documents. Review project finish requirements for any architectural exposed or finished concrete. Include mock-ups for exposed, finished concrete surfaces for review and approval.
15. Install miscellaneous embedded items furnished by others. Define quantities if not shown for an allowance.
16. Casual dewatering is required to complete this scope of work, including rain events, runoff, minimal ground water, etc.
17. Conformance with OSHA safety requirements.
18. The subcontractor is responsible for grouting structural steel base plates.
19. Include concrete wash-out basin/dumpsters/area.
20. Include winter conditions as required within the attached Project Schedule.
  - a. Hot water charges for ready-mix concrete
  - b. Concrete blankets
  - c. Admixtures required for cold weather placement
  - d. Temporary enclosures and heat (including fuel consumption)
21. Include snow removal and haul off for the duration of this scope of work. Subcontractor is responsible for tarping and snow removal.
22. Provide all structural excavation and backfill required to complete this Work. Includes removal of spoils off-site and backfill with approved, suitable materials.
23. The subcontractor has included stone/flowable fill beneath the foundations as shown in the documents.
24. The subcontractor shall include all construction and saw cut control joints per the documents.
25. Subcontractor to provide foundation insulation scope and requirements.
26. Subcontractor to provide all damp proofing.
27. Subcontractor to include allowance for a concrete foundation for base of tower crane. Assume 30'x30'x5'.

**Work Performed by Others and Excluded:**

1. Cast-in-Place concrete for slab on grade, columns, shear walls, garage elevated decks and beams, and elevated podium deck.
2. Subcontractor has excluded all sales tax on permanent in place work due to tax exempt status of Owner.
3. Subcontractor Payment and Performance Bonding.





Madison Lifestyle District  
Parking Garage  
03B – Rebar – Supply

**The work for this Bid Package specifically includes, but is not limited to, all work as defined in the following Specification Sections:**

Division 00	Bidding and Contract Requirements
Division 01	General Requirements
03 10 00	Concrete Forming and Accessories (as applicable)
03 20 00	Concrete Reinforcing
03 30 00	Cast-in-Place Concrete (as applicable)

**Additionally, this scope of work includes, but is not limited to, the following:**

1. Supplier shall provide all fabricated reinforcing steel for the concrete foundation scope including but not limited to the following: mat foundations, column footings, foundation walls, elevator pit walls, platform foundation walls.
2. Includes dowels extending out of this concrete scope into other concrete and CMU masonry.
3. Includes a (20) ton fabricated reinforcing steel supply allowance for a tower crane foundation.
4. Includes a (5) ton fabricated reinforcing steel supply allowance.
5. Includes rebar (plain), dowels, other concrete accessories required to install reinforcing.
6. Includes standees and bar supports.
7. All reinforcing steel shall be cut, bent, bundled, and tagged.
8. Includes all detailing, shop drawings, engineering, fabrication and freight to job site.

**Work Performed by Others and Excluded:**

1. Reinforcing steel for slab on grade, columns, shear walls, garage elevated decks and beams, and elevated podium deck.
2. Installation of reinforcing steel.
3. Subcontractor has excluded all sales tax on permanent in place work due to tax exempt status of Owner.
4. Subcontractor Payment and Performance Bonding.





Madison Lifestyle District  
Parking Garage  
03C – Rebar - Installation

**The work for this Bid Package specifically includes, but is not limited to, all work as defined in the following Specification Sections:**

Division 00	Bidding and Contract Requirements
Division 01	General Requirements
03 10 00	Concrete Forming and Accessories (as applicable)
03 20 00	Concrete Reinforcing
03 30 00	Cast-in-Place Concrete (as applicable)

**Additionally, this scope of work includes, but is not limited to, the following:**

1. Subcontractor shall install all reinforcing steel for the concrete foundation scope including but not limited to the following: mat foundations, column footings, foundation walls, elevator pit walls, platform foundation walls.
2. Includes dowels extending out of this concrete scope into other concrete and CMU masonry.
3. Includes a (20) ton reinforcing steel install allowance for a tower crane foundation.
4. Includes a (5) ton reinforcing steel install allowance.
5. Includes tie wire and other concrete accessories required to install reinforcing.
6. Includes installation of standees and bar supports.
7. Includes pricing for a 40-hour work week and a 50-hour work week.
8. Includes full-time onsite supervision.
9. Includes project management.

**Work Performed by Others and Excluded:**

1. Reinforcing steel for slab on grade, columns, shear walls, garage elevated decks and beams, and elevated podium deck.
2. Supply of reinforcing steel.
3. Subcontractor has excluded all sales tax on permanent in place work due to tax exempt status of Owner.
4. Subcontractor Payment and Performance Bonding.





Madison Lifestyle District  
Parking Garage  
03D – Ready Mix Supplier

**The work for this Bid Package specifically includes, but is not limited to, all work as defined in the following Specification Sections:**

Division 00	Bidding and Contract Requirements
Division 01	General Requirements
03 10 00	Concrete Forming and Accessories
03 20 00	Concrete Reinforcing (as applicable)
03 30 00	Cast-in-Place Concrete

**Additionally, this scope of work includes, but is not limited to, the following:**

1. Furnish the supply of ready mix on the project for all mat foundations, column footings, foundation walls, elevator pit walls, platform foundation walls.
2. Includes all admixtures required by specifications and Concrete Mix schedule.
3. Includes high range on all mixes provided.
4. Includes admixtures, hot water, trucking, plant labor, testing coordination, and quality control as outlined in the contract documents.
5. Deliveries shall be coordinated in advance with the Construction Manager and Concrete Trade Contractor.
6. Supplier agrees and has capacity to supply project as described in contract documents.
7. Supplier has capacity to support and supply concrete pours in excess of 500 cy per day.
8. Supplier will maintain a minimum relative yield of 1 for concrete.
9. All environmental fees are included in unit prices indicated.
10. Ready-mix material is not subject to price escalation per the contract schedule.
11. Supplier shall provide all submittals, testing data, material data safety
12. Information, mix designs, and all other submittal requirements as listed in the specifications.
13. Suppliers contract will be based on unit prices provided on bid form and field verified quantities of supplied ready-mix.
14. Quantities provided are for estimating purposes only.
15. Subcontractor to fill out the following read-mix pricing table, and admixture/additives table and to submit a lump sum bid for the parking garage based off forthcoming quantities provided.





**Work Performed by Others and Excluded:**

1. Subcontractor has excluded all sales tax on permanent in place work due to tax exempt status of Owner.
2. Subcontractor Payment and Performance Bonding.

**A. COST BREAKDOWN**

a. Parking Garage

Base Bid \$ \_\_\_\_\_

**B. READY-MIX PRICING (Per Drawings, Specs, and Concrete Mix Schedule)**

Mix Type/Description	Mix Strength	Estimated Quantity	Price per Yard
Footing and Mat Foundations: Crystalline Waterproofing Admixture (Note 7)	4,500 PSI	Forthcoming/cy	\$ _____ /cy
Foundation Walls: These elements must be prevented from freezing and protected from moisture in soil. Crystalline Waterproofing Admixture (Note 7)	5,000 PSI	Forthcoming/cy	\$ _____ /cy
Exposed Foundation Walls: Crystalline Waterproofing Admixture (Note 7)	5,000 PSI	Forthcoming/cy	\$ _____ /cy
Exterior Stoops, Pads, and Slabs on Grade	5,000 PSI	Forthcoming/cy	\$ _____ /cy
Exterior Retaining Walls	5,000 PSI	Forthcoming/cy	\$ _____ /cy
Interior Slabs on Grade (6 inches or less): Fiber Additive per SOG Schedule (Where indicated)	4,000 PSI	Forthcoming/cy	\$ _____ /cy
Interior Columns	6,000 PSI	Forthcoming/cy	\$ _____ /cy
Exterior Exposed Columns and Shear Walls	6,000 PSI	Forthcoming/cy	\$ _____ /cy
Interior Core Walls and Shear Walls	6,000 PSI	Forthcoming/cy	\$ _____ /cy
Interior PT Beams and Slabs	6,000 PSI	Forthcoming/cy	\$ _____ /cy
Exterior Exposed PT Beams and Slabs	6,000 PSI	Forthcoming/cy	\$ _____ /cy





**C. CONCRETE ADMIXTURE & ADDITIVES (as applicable)**

Mix Type/Description	Price per Yard
MID RANGE WATER REDUCER	\$ /cy
HIGH RANGE WATER REDUCER	\$ /cy
ADDITIONAL BAG OF TYPE 1L CEMENT	\$ /cy
STRAIGHT CEMENT	\$ /cy
TYPE 3 CEMENT REPLACEMENT	\$ /cy
LEAN CONCRETE per CY	\$ /cy
FLOWABLE FILL PER CY	\$ /cy
VMA (VISCOSITY ADMIXTURE) per CY	\$ /cy
ELEMENT 5 INTERNAL CURE	\$ /cy
XYPEX PER CY	\$ /cy
PENETRON PER CY	\$ /cy
FIBER PER DOSE MICRO	\$ /cy
FIBER PER DOSE MACRO	\$ /cy
STEEL FIBER	\$ /cy
1% CALCIUM CHLORIDE per DOSE	\$ /cy
LOW CHLORIDE ACCELERATOR per DOSE	\$ /cy
NON-CHLORIDE ACCELERATOR per DOSE	\$ /cy
FREEZEGUARD Per Dose	\$ /cy
DCI (DISPLACED CONCRETE INHIBITION) PER GAL	\$ /cy
HIGH EARLY ACCELERATOR	\$ /cy
RETARDING ADMIXTURE 1st DOSE	\$ /cy
RETARDING ADMIXTURE ADDITIONAL DOSE	\$ /cy
WASHOUT BAGS PER LOAD	\$ /cy
ICE per LB	\$ /cy
HEATED AGGERGATE (NOV 1 - MARCH 31)	\$ /cy





WINTER SERVICE CHARGE (NOV 1-MARCH 31)	\$ /cy
HOLIDAY NON-WORK DAYS	\$ /cy
SUNDAY PREMIUM PER (CY or LOAD)	\$ /cy
SUNDAY PLANT OPENING CHARGE	\$ /cy
HOLIDAY PREMIUM PER LOAD	\$ /cy
SATURDAY DELIVERY PER LOAD	\$ /cy
NIGHT SHIFT PREMIUM CHARGE	\$ /cy
SMALL LOADS ( ____ CY or LESS)	\$ /cy
LATE DELIVERY AFTER 5PM	\$ /cy
WASHOUT BAGS EACH	\$ /cy
COLOR WASHOUT FEE	\$ /cy
PRICING ESCALATOR	\$ /cy
PRICING JOB END DATE	\$ /cy





**Madison Lifestyle District - Parking Garage  
14A - Elevators**

**The work for this Bid Package specifically includes, but is not limited to, all work as defined in the following Specification Sections:**

Division 00	Bidding and Contract Requirements
Division 01	General Requirements
14 21 00	Electric Traction Elevators

**Additionally, this scope of work includes, but is not limited to, the following:**

1. Provide, install, and test new elevators for project.
2. Includes all signals, wiring, and cabling for a complete installation.
3. Provide elevator sills as required.
4. Includes all elevator cab finishes.
5. All elevators submitted must be able to meet all of the design requirements as specified.
6. Subcontractor shall submit a detailed schedule to be incorporated into the Project Schedule for each individual elevator included in this Subcontract. Schedule to include installation activities, pre-inspection checklist activities, pre-functional and performance testing, commissioning, final testing, project closeout, etc.
7. All cab sizes are to be in accordance the Contract Documents. Any deviations or alternate sizes or configurations must be approved by the Architect and General Contractor. Subcontractor shall provide all ceiling finishes, cab finishes, and lighting within the elevators as specified.
8. Subcontractor shall provide all elevator door frames and vertical guide rail supports as required. Subcontractor to coordinate grouting of sills by others. If required, sill support angles will be provided and installed by others. Final layout drawings are to be provided by Elevator installer. All divider beam/intermediate support steel required by others.
9. Subcontractor shall verify that all locations and depths of call buttons, indicator lights, etc. will work with corresponding finishes and wall thicknesses as designated in the Contract Documents.
10. Subcontractor is responsible for verifying all dimensions of elevator shafts, pits, openings, landings, machine rooms, etc. as shown on the Contract Documents are acceptable and will not be required to change to accommodate the work of the subcontract.
11. Elevator subcontractor is required to coordinate all work by others in the shaft and machine room in order to successfully install and operate the elevator per specifications and Contract Documents. This includes but is not limited to, the responsibility to coordinate pit receptacles, disconnects, pit lighting locations, sump pit dimensions,





- general shaft layout, etc. and scheduling pre-installation and coordination meetings with the appropriate trades as necessary.
12. Subcontractor shall furnish all embeds, inserts, and sleeves through walls to be installed by others. These inserts shall be furnished in a timely manner as to not delay the project. Subcontractor shall provide coordination and furnish approved detailed layout drawings in a timely manner locating all inserts and sleeves being furnished by the Subcontractor. If these items are not furnished in time, this Subcontractor shall be responsible for all costs, including but not limited to coring, drilling, anchoring, etc. associated with installation of elevator components where it is required.
  13. All support steel (divider beams/intermediate support steel) for guide rail/machine installation is to be provided and installed by others. Subcontractor shall provide coordination and furnish approved detailed layout drawings locating all anchor inserts required for this scope of work. If the Subcontractor does not furnish the anchor inserts, layout drawings, and coordination at the time the formwork is constructed, Subcontractor shall assume all costs for the use of an alternate means of anchoring.
  14. The Subcontractor shall coordinate the installation of hoist beams, divider beams, misc. steel at each elevator shaft to be furnished and installed by others. Subcontractor shall verify that the location of beams does not conflict with the elevator layout in a timely manner. This includes verification of shaft height and run-by/clearance requirements.
  15. All electrical wiring required for the operation of the elevators shall be provided by this Subcontractor, with the exception of power from the source, which will be provided by the Electrical Subcontractor to the location and with the amperage and voltage indicated on the Electrical Plans. This Subcontractor shall be responsible for coordinating temporary power.
  16. Subcontractor shall make provisions within the elevator cabs and equipment to install card readers and cameras supplied by others within the cabs, including contact points, programming, etc. Subcontractor should additionally make provisions for any card readers located in the elevator lobbies required for the installation of this Scope of Work with the Electrical Subcontractor.
  17. Subcontractor shall provide elevator mechanics as required to operate platforms and cabs to facilitate elevator inspections required by the Authority Having Jurisdiction.
  18. Subcontractor shall provide elevator mechanics to operate platforms and cabs as required by code for other trades to complete work in the shaft, cab, and lobby including but not limited to concrete, masonry, electrical, steel, fire caulking, plumbing, and finishes installation. Unit pricing for this work is listed as an alternate under the "Subcontractors Work" section in this Subcontract.
  19. Subcontract shall provide an accounting breakout for a line item for each individual elevator for a total of 4 line item breakouts.





20. This Subcontractor is responsible for and shall participate in all tests and inspections related to the elevators, including fire alarm tests, life safety tests, and inspections at no additional cost. If re-inspection is required and is not due to the fault of this Subcontractor, Subcontractor shall be reimbursed.
21. This Subcontractor shall obtain and pay for all licenses and permits required for the work of this Subcontract.
22. Subcontractor is responsible for providing a safe work environment. This Subcontractor shall maintain fall protection (initially installed by others) for open hoistways during the installation of this work, including but not limited to removable barricades, toeboards, falling debris protection, safety netting, and temporary work platforms. All equipment, lifts, scaffolding, etc. shall conform to OSHA and site-specific safety requirements.
23. Subcontractor will include rebalancing and final adjustments of the elevator cabs after the architectural finishes have been installed.
24. Subcontractor shall clean hoistways, cars, car enclosures, entrances, operating and signal fixtures, machine room, machine room equipment, and fire status equipment.
25. Subcontractor includes the testing and commissioning of all equipment and systems installed under the work of this Subcontract. Subcontractor is responsible for taking corrective action to address any items deemed as non-conforming or non-compliant by the commissioning agent.
26. Subcontractor shall provide any special tools or parts as required by the Contract Documents for attic stock. (Stored at Subcontractor's Indianapolis branch)
27. Subcontractor will furnish any inserts or embeds required to be installed in CMU or concrete walls or slabs.
28. Subcontractor to include elevator pit ladder.
29. Subcontractor is responsible for all hoisting, rigging and staging of materials and Work.
30. Verify requirements and who is providing the hoist beam, machine beams, etc.
31. Subcontractor shall perform a pre-inspection check list notifying the Construction manager of any Work that needs to be completed by other trades. This Work will be completed prior to this Subcontractor requesting a Temporary or Final State inspection.

**Work Performed by Others and Excluded:**

1. Subcontractor has excluded all sales tax on permanent in place work due to tax exempt status of Owner.
2. Subcontractor Payment and Performance Bonding.





Madison Lifestyle District  
Parking Garage  
31A – Site Demolition, Earthwork, & Site Utilities

**The work for this Bid Package specifically includes, but is not limited to, all work as defined in the following Specification Sections:**

Division 00	Bidding and Contract Requirements
Division 01	General Requirements
C003	Earthwork
C003	Demolition
C003	Execution
C003	Storm Sewer

Preliminary Geotechnical Investigation Report by Atlas, August 21, 2024.

**Additionally, this scope of work includes, but is not limited to, the following:**

1. Subcontractor to provide all labor, materials, and equipment for the mass grading cut & fill inclusive of trenching & backfill for site utility work.
2. Subcontractor has included multiple mobilizations to site to accomplish all work included in this scope of work package and recognized and includes all construction phasing of the project.
3. Subcontractor has received and reviewed the preliminary geotechnical report for this site and has incorporated any and all methods required to complete the work.
4. Installation, maintenance and removal of all erosion and sedimentation control measures for the project inclusive of silt fencing, check dams, concrete washout, stone entrances, inlet protection, sediment basins, filter waddles, stormwater control plan, temporary slope protection including all street cleaning of access streets at site entrances as required. Replace materials as needed and provide required inspections for entire duration of project.
5. Site demolition, saw cutting and removal as shown on drawings, including concrete/asphalt pavements, curbs, sidewalk, signage, stone, wall, concrete bases, wheel stops, overhead electric, plantings, and clear & grub trees, etc. as indicated on site demolition documents. Light poles to be removed, salvaged, and turned over to owner.
6. Includes legal removal/disposal of all spoils and demolished materials per this scope of work. Subcontractor has included removal of all existing site utilities as shown on the documents inclusive of manholes, catch basins etc.
7. Subcontractor has included the concrete inlet collars.
8. Includes installation of site entrances, stone entrance areas, wash-off stations, etc.





9. The subcontractor has included stripping and hauling off existing topsoil.
10. Subcontractor has included all materials, equipment, and labor for all Site Grading/Drainage inclusive of all mass cut & fill, rough & fine grading for both parking lots and building pad and new detention basins.
11. Subcontractor has included all layout and staking for all cuts/fills, utilities, rough/fine grading, and concrete curbs & sidewalks.
12. The subcontractor has included all import borrow and haul off that may be required to achieve a balanced site and intended drainage contours as shown on the documents.
13. Stockpile of approved backfill material will be stored on-site in the area designated on plans.
14. Subcontractor has included all final and fine grading of site to +/- 0.10 feet of required subgrade elevations.
15. Maintain the site in a well graded condition to permit water run-off and prevent demucking.
16. Furnish and install stone subbase for all concrete sidewalks, asphalt and concrete pavement.
17. Include scratching out of subgrade and aggregate base for concrete curbs, both integral and freestanding.
18. The subcontractor shall include private utility locates.
19. Subcontractors shall provide any hydro excavation required to locate existing utilities.
20. Provide fully compacted and approved subgrades for building pads and site hardscapes.
21. This subcontractor has included under drain tile, inclusive of all drainage gravel as required by the documents.
22. The subcontractor has included all dewatering as required.
23. Temporary shoring for utility and excavation work including support and protection of existing utilities.
24. Include maintenance of traffic for final connections to existing utilities.
25. All storm water piping, structures, catch basins, drain basins, and end sections inclusive of all trenching, excavation, backfill, bedding and grouting of structures as required for proper flow diversion.
26. Include storm piping and final connections to site trench drains. Trench drains to be furnished and installed by others.
27. Subcontractor has included all new water lines as shown on the documents inclusive of trenching, pipe bedding, piping, tracer wire, caution tape and compacted backfill.
28. The subcontractor has included all fire hydrants, PIVs' and water valves connections as shown or required by City of South Bend.
29. Include the stubbing up of the fire protection line up to and including the flange within the mechanical room.
30. The subcontractor has included all new sanitary sewer lines and sanitary structures as shown on the documents inclusive of excavation, pipe bedding, piping, tracer wire, caution tape and compacted backfill.
31. Include camera, video and reports for all storm and site utilities





32. The subcontractor shall adhere to all CM qualifications and safety orientation procedures, background checks, E-Verification, drug testing and other defined requirements identified in the proposal process.
33. The subcontractor has included all site utilities inclusive of domestic water, fire water, sanitary and storm rain leaders as indicated in documents, including final connections at a point 5' outside of the building unless noted otherwise.
34. The subcontractor has included all fire service and meter vaults.
35. The subcontractor has included removal of all temporary stone to return to prior conditions, seeding by others.
36. This scope requires verification of all existing invert elevations and tie-in points prior to starting work.
37. Proper care shall be taken to avoid tracking debris, trash, and mud onto public streets or adjacent properties. Mud or excess dirt on public streets resulting from work operations shall be cleaned daily. The bidder shall have the necessary equipment and personnel available onsite during all working hours to handle any emergency cleanup.
38. Dust control is included for this scope.
39. Traffic control, permitting, flaggers, barricades, temporary officers, etc. as required for this scope of work.
40. Temporary seeding.
41. As-Builts of all installed materials as required by City of South Bend.

**Work Performed by Others and Excluded:**

1. Subcontractor has excluded all sales tax on permanent in place work due to tax exempt status of Owner.
2. Subcontractor Payment and Performance Bonding.
3. Site Utilities





Madison Lifestyle District  
Parking Garage  
31B – Aggregate Piers

**The work for this Bid Package specifically includes, but is not limited to, all work as defined in the following Specification Sections:**

Division 00	Bidding and Contract Requirements
Division 01	General Requirements
Sheet S002	Rammed Aggregate Pier System Specifications
31 66 13.13	Rammed Aggregate Piers

Preliminary Geotechnical Investigation Report by Atlas, August 21, 2024.

**Additionally, this scope of work includes, but is not limited to, the following:**

1. Subcontractor to include all equipment, material, labor, and supervision necessary to design and install aggregate pier system complete, and to perform soil and aggregate pier testing.
2. Subcontractor to include allowance for additional tower crane base. See Site Logistics Plan provided for reference to location. Size subject to change.
3. Subcontractor to provide a fully designed system for aggregate piers to meet the specifications required by the building against the conditions from the Geotechnical Report provided.
4. Design submittal to be signed and sealed by an Indiana Professional Engineer.
5. Includes the designing, furnishing, installing, monitoring, and testing of the densified aggregate pier foundations to the lines and grades designated on the project foundation plan and as specified herein.
6. The Aggregate pier designer shall determine the number of piers, diameters, and depth of piers.
7. The design must rely on subsurface information presented in the project geotechnical report. The information on ground conditions must be assessed to determine its suitability for the specified ground improvement system.
8. The aggregate piers to be columns of compacted aggregate constructed in a columnar-type configuration to produce an intermediate foundation system for support of foundation loads to achieve the degree of improvement (allowable bearing capacity for maximum allowable settlements).
9. The piers can be constructed with a down-hole vibratory probe, displacement mandrel system, or a down-hole tamper.
10. Subcontractor to prep site, and predrill as necessary, for the installation and layout of aggregate piers.





11. Subcontractor shall be responsible for determining and implementing the systems and criteria necessary to ensure that the specified performance is achieved.
12. Subcontractor to provide all handling and hauling of spoils generated by this scope of work.
13. Include layout of aggregate piers from benchmarks and control points provided by others.

**Work Performed by Others and Excluded:**

1. Subcontractor has excluded all sales tax on permanent in place work due to tax exempt status of Owner.
2. Subcontractor Payment and Performance Bonding.





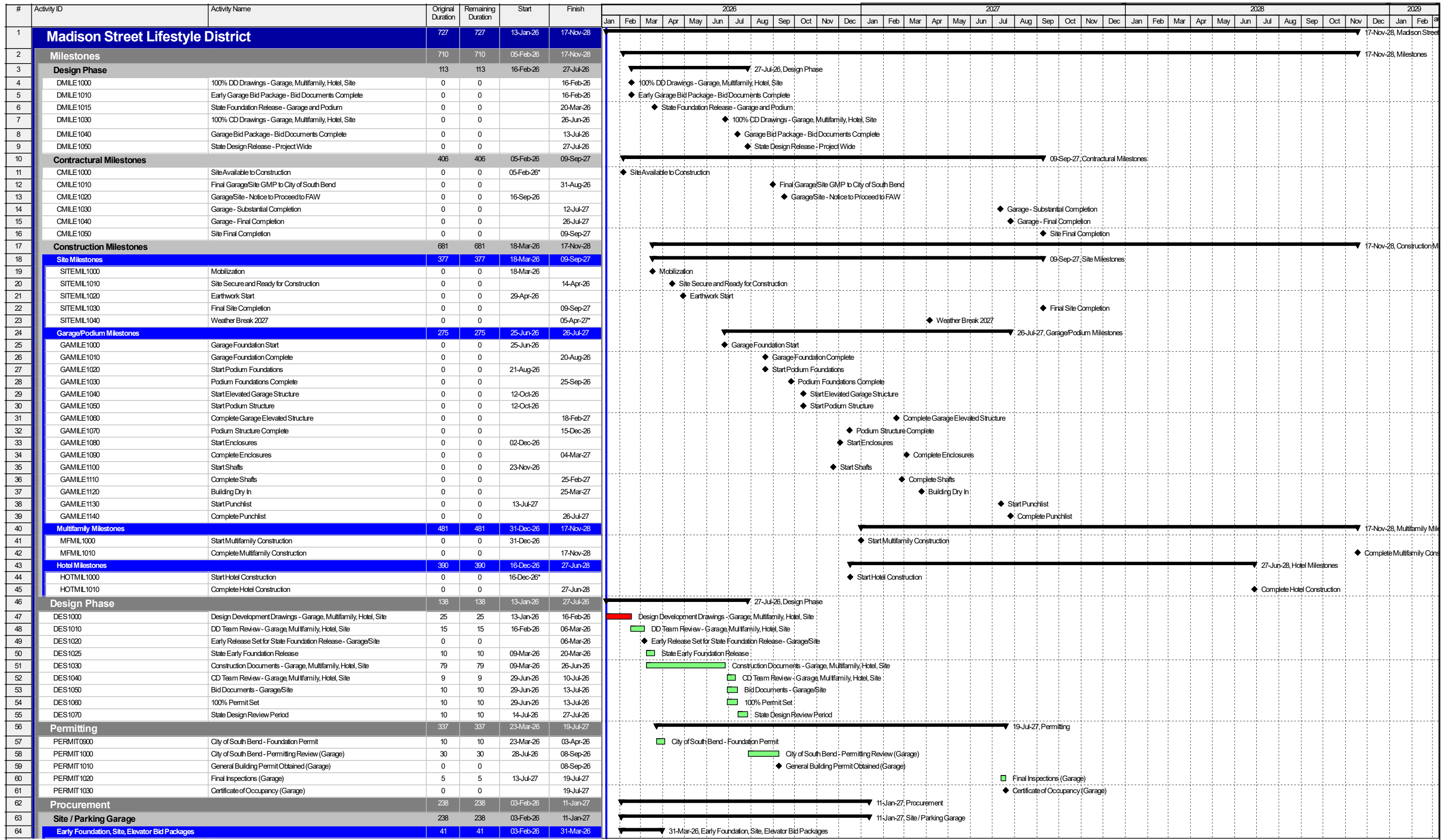
## 4: CONTRACT DOCUMENTS

### Madison Lifestyle District – Parking Garage

*South Bend, IN*



## CONSTRUCTION SCHEDULE

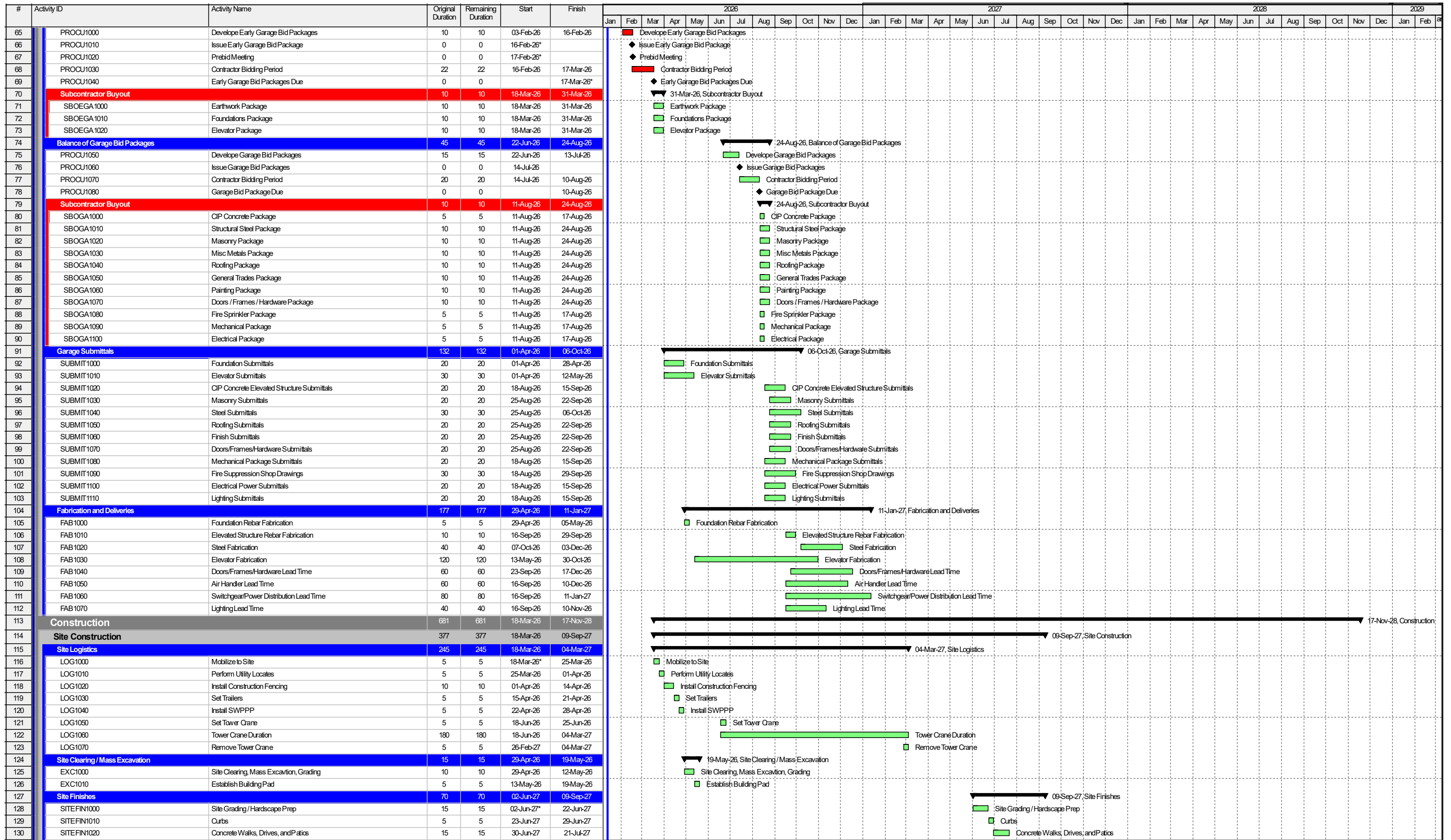


Data Date = 13-Jan-26  
 Schedule Printed on 13-Feb-26, at 10:06  
 Page 1 of 4

# Madison Street Lifestyle District

## Full Schedule - Standard Layout





█ Remaining Level of Effort    █ Remaining Work  
█ Actual Level of Effort    █ Critical Remaining Work  
█ Actual Work    ◆ Milestone

**Data Date = 13-Jan-26**  
**Schedule Printed on 13-Feb-26, at 10:06**  
 Page 2 of 4

# Madison Street Lifestyle District

## Full Schedule - Standard Layout











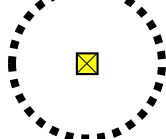

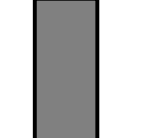




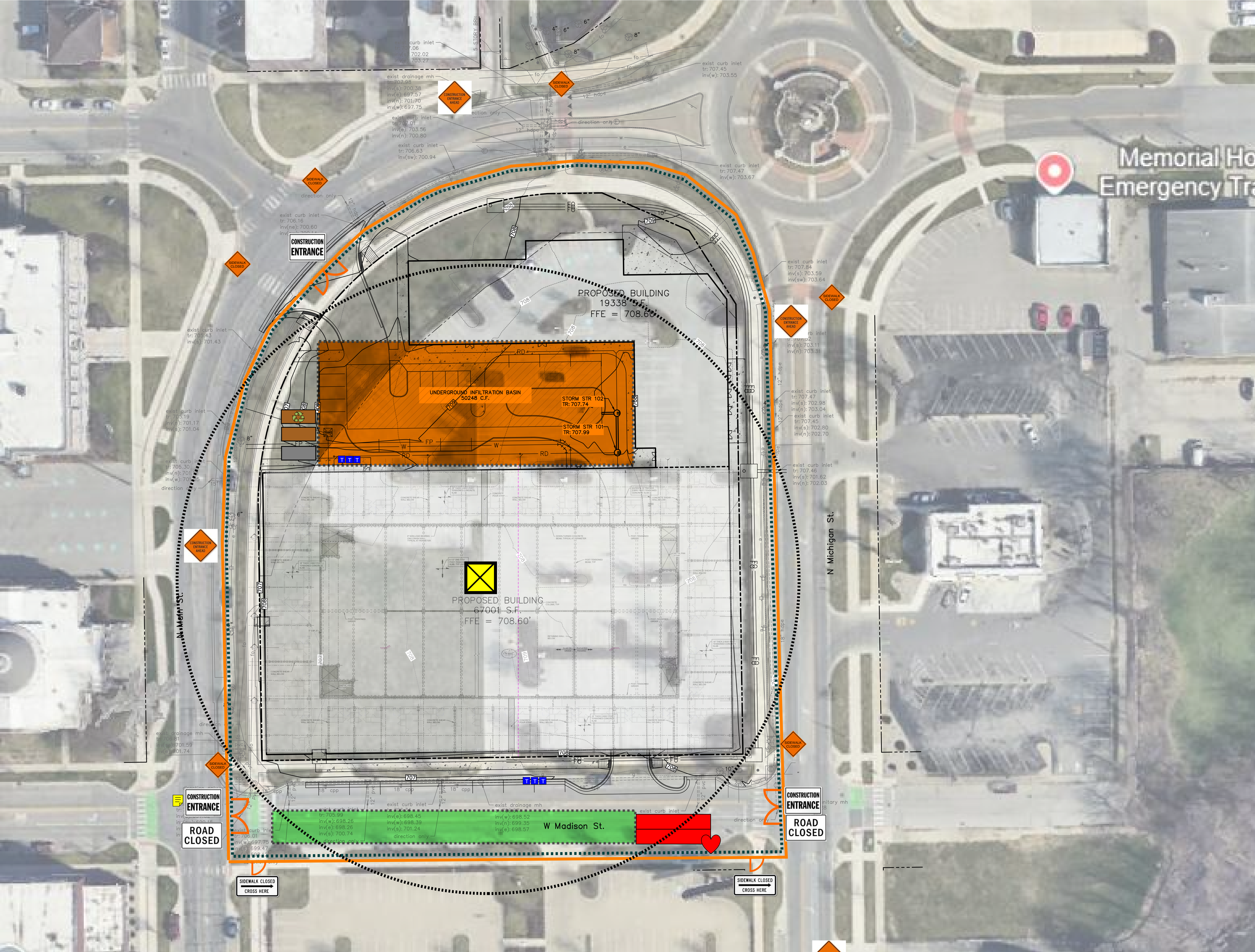




## SITE LOGISTICS PLAN

**Legend / Activities**

-  Construction Fence
-  Construction Gate
-  Man Gate
-  Material Laydown Area
-  Storage Trailer Area
-  Dumpsters / Recycling
-  Construction Trailer (12' x 60')
-  Tower Crane / Crane Position
-  Tower Crane 2D Radius
-  Erosion Control
-  Concrete Wash-Out
-  AED (Auto. External Defibrillator)
-  Temporary Toilet





**5: SUBCONTRACT EXHIBITS**  
**Madison Lifestyle District – Parking Garage**  
*South Bend, IN*

**SUBCONTRACT EXHIBIT 1 – SAMPLE SUBCONTRACT**



# SUBCONTRACT AGREEMENT

SA#  
DATE:

## F. A. WILHELM CONSTRUCTION CO., INC. ("Contractor")

3914 PROSPECT STREET • P.O. BOX 516 • INDIANAPOLIS, IN 46206  
TELEPHONE: (317) 359-5411 • FAX: (317) 359-8346

SUBCONTRACTOR: \_\_\_\_\_

PROJECT: \_\_\_\_\_

ARCHITECT: \_\_\_\_\_

OWNER: \_\_\_\_\_

PRIME CONTRACTOR (if applicable): \_\_\_\_\_

CONSTRUCTION MANAGER (if applicable): \_\_\_\_\_

JOB:	COST CODE:

**Subcontractor's Work.** Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, tools, equipment, services, taxes, wages, employee benefits, insurance, freight and other items required to complete such portion of the Work, except to the extent specifically called for in the Subcontract Documents to be the responsibility of others:

**Subcontract Documents.** The Subcontract Documents consist of: (1) this Subcontract Agreement and any attachments hereto or documents referred to herein; (2) the Prime Contract, consisting of the agreement between Contractor and *[insert either - Owner, Prime Contractor or Construction Manager]* and the other contract documents incorporated therein, including conditions of the contract (general, supplementary and other conditions), drawings, specifications, and any addenda thereto, which are available for review and on file in the office of Contractor located at the above address; (3) Schedule "A" to this Subcontract Agreement and any documents referred to therein; (4) the attached Project Insurance Requirements; and (5) any other documents set forth below.

**Subcontract Sum.** Contractor shall pay Subcontractor for performance of this Subcontract Agreement the Subcontract Sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), subject to additions and deductions as provided by written change orders. Provided, however, that if the Subcontract Sum is to be determined on a unit price, time and material or cost of the Work plus a fee basis, such shall be established in Schedule "A".

THE ATTACHED TERMS AND CONDITIONS ARE HEREBY MADE A PART OF THIS SUBCONTRACT AGREEMENT. This Subcontract Agreement has been entered into as of the date written above. In the event Subcontractor has performed any of the Work prior to the date of this Subcontract Agreement, pursuant to authorizations to proceed, letters of intent or otherwise, this Subcontract Agreement shall govern to the same extent as though such Work was performed after the above date.

CONTRACTOR

SUBCONTRACTOR

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

## TERMS AND CONDITIONS

1. Progress payments, less retention of ten percent (10%) unless otherwise stated in Schedule "A", shall be made to Subcontractor for Work, satisfactorily performed in accordance with the Subcontract Documents, within ten (10) working days after Contractor has received payment from Owner or Prime Contractor for Subcontractor's Work. Receipt of payment by Contractor for Subcontractor's Work is a condition precedent to Contractor's obligation to pay Subcontractor for that Work. Final payment of the balance due on the Subcontract Sum shall be made to Subcontractor upon the same conditions stated herein for progress payments. Progress and final payments are also subject to receipt of such waivers of liens and claims, affidavits, warranties and guarantees as required by the Subcontract Documents or by Contractor. The Subcontract Sum includes the cost of all labor, materials, tools, equipment, services, taxes, wages, employee benefits, insurance, freight and all other costs of any kind, and Subcontractor shall be solely responsible for all federal, state and local excise, sales or use taxes applicable to this Subcontract Agreement, and for any license, privilege, income or receipts tax imposed on Subcontractor. Subcontractor shall accept any valid sales or use tax exemption certificates. At Contractor's sole discretion, Contractor may make payments to Subcontractor by joint check payable jointly to Subcontractor and its sub-subcontractors, suppliers and/or creditors on the Project.

2. To the extent that the provisions, terms and conditions (whether relating to scope of work, payment, dispute resolution, project administration, or other obligations or responsibilities) of the Prime Contract apply or relate in whole or in part to Subcontractor's Work or the administration of the Project, Subcontractor agrees to be bound to Contractor by the same provisions, terms and conditions that apply to Contractor and assumes toward Contractor all obligations and responsibilities that Contractor assumes toward Owner, Prime Contractor, Construction Manager and/or Architect under the Prime Contract, and agrees to ensure that all of its material suppliers and subcontractors are likewise bound. Where a provision, term or condition of the Prime Contract, this Subcontract Agreement and/or the Subcontract Documents are in conflict with one another, the provision, term or condition that imposes the greater obligation or responsibility on Subcontractor shall govern.

3. To the extent Subcontractor has been properly paid amounts due under this Subcontract Agreement, Subcontractor agrees to keep the Project, Owner's funds, real estate and other real and personal property, and any Project bonds or other surety instruments free and clear of all claims, liens or encumbrances of any kind by or from Subcontractor, its subcontractors or material suppliers, or from any others claiming through Subcontractor, and Subcontractor shall secure release of the same.

4. Subcontractor shall commence its Work upon notification by Contractor. Time is of the essence. The schedule of the Project work, including that of the Subcontract Agreement, shall be prepared by Contractor and may be revised by Contractor as the Project progresses. Subcontractor shall provide Contractor with any requested scheduling information relating to Subcontractor's Work. Subcontractor shall complete its Work in a timely manner and in accordance with Contractor's schedule.

5. No changes, amendments or modifications to this Subcontract Agreement shall be effective until and unless accepted in writing by Contractor. Subcontractor may be ordered in writing by Contractor, without invalidating this Subcontract Agreement, to make changes in Subcontractor's Work consisting of additions, deletions or other revisions, the Subcontract Sum and Contractor's schedule being adjusted accordingly. Within seven (7) working days of receiving notice of such change, Subcontractor shall submit to Contractor a quotation covering any addition or deduction to the Subcontract Sum and any impact to Contractor's schedule, along with all details and backup necessary to support the quotation. Unless otherwise directed in writing by Contractor, Subcontractor shall not commence such changed or revised Work until after Contractor has reviewed and accepted Subcontractor's quotation, and Contractor and Subcontractor have signed a written change order setting forth any adjustments to the Subcontract Sum or Contractor's schedule.

## TERMS AND CONDITIONS

6. Subcontractor agrees that in order for it to make a claim against Contractor for additional cost, extensions of time or other damages which arise out of any event or occurrence not covered by paragraph no. 5 above, Subcontractor, as a condition precedent, must give Contractor written notice of such claim within seven (7) working days of the event or occurrence giving rise to the claim or within the time which Contractor has to make such a claim against the Owner or Prime Contractor, whichever is shorter, or the claim will be waived. Subcontractor's sole remedy for the performance of its Work being delayed or interfered with on account of acts of God, fire or other casualty, or any other cause whether or not within Contractor's control, shall be limited to an extension of time to the extent Contractor is granted an extension from the Owner or Prime Contractor. Furthermore, Subcontractor shall not be entitled to recover any increase in the Subcontract Sum or damages from Contractor for delay, acceleration or interference, except to the extent Contractor recovers such sums or damages from Owner, Prime Contractor or other third parties on Subcontractor's behalf.

7. Subcontractor acknowledges that the Subcontract Sum includes any and all material and/or labor cost escalation for the duration of the Project and that Subcontractor shall not be entitled to a change order or adjustment to the Subcontract Sum for any such material and/or labor cost escalation.

8. Should Subcontractor fail to satisfy deficiencies in its performance of this Subcontract Agreement (including but not limited to failure to maintain Contractor's schedule) within two (2) working days from receipt of Contractor's written notice of such deficiency, then Contractor, without prejudice to any other right or remedy, shall have the right to reserve or withhold payment, terminate this Subcontract Agreement for default, take possession of all materials and equipment purchased by Subcontractor for use in the Project, and/or take whatever steps it deems necessary to correct said deficiencies and charge the cost thereof to Subcontractor, who shall be liable for payment of same, including reasonable overhead, profit and attorney's fees. Said notice is not required for Contractor to exercise the remedies under this paragraph when Subcontractor's deficiency in performance threatens safety or involves Subcontractor's failure to keep the Project site clean as required by paragraph no. 14 below. Furthermore, Contractor may terminate this Subcontract Agreement for its convenience and without cause upon two (2) working days prior written notice to Subcontractor. If Subcontractor is terminated upon Contractor's position that Subcontractor is in default, but it is subsequently determined that Subcontractor was not in default, then such termination shall be deemed a termination for convenience. If this Subcontract Agreement is terminated for convenience, then Subcontractor's recovery shall be limited to the unpaid value of authorized and approved Work performed by Subcontractor prior to notice of termination, adjusted for amount and damages, if any, for which Subcontractor is liable or which Contractor is entitled to retain and withhold pursuant to the terms of this Subcontract Agreement. The payment provided by this paragraph shall constitute Subcontractor's exclusive remedy in the event of such termination.

9. Subcontractor shall comply with all applicable federal, state and local laws, orders, rules and regulations, and shall obtain and provide all notices to authorities, permits, fees, licenses, assessments, inspections and taxes necessary to complete its Work.

10. Subcontractor shall take the proper precautions in the performance of its Work to protect all persons and property from being injured by the Work or by the condition of the site, shall comply with any safety measures initiated by Contractor or set forth in the Subcontract Documents, and shall comply with OSHA and any other applicable Federal, State or local safety laws, rules, orders or regulations. Notwithstanding anything in this Subcontract Agreement to the contrary. Subcontractor shall be and shall remain responsible for the safety programs and precautions applicable to its own Work and shall be and remain responsible to others that may be affected by the Subcontractor's Work. Subcontractor shall always be the controlling employer as to the safety of its Work, employees, sub-subcontractor employees, and any other individual or entity for whom Subcontractor is responsible. If the Contractor is subsequently determined to have a non-delegable duty of jobsite safety, that duty runs only to the injured party and not to

## TERMS AND CONDITIONS

Subcontractor and shall not excuse Subcontractor from its indemnity obligations to the Contractor nor shall Subcontractor's insurers be excused from their duties to provide coverage to the Contractor as an additional insured.

11. Subcontractor shall be responsible for all field measurements and layout necessary to perform its Work and shall be responsible for the accuracy of its Work. Subcontractor shall submit to Contractor shop drawings and samples required by the Subcontract Documents sufficiently in advance of the time any fabrication or shipment of materials or other item for Subcontractor's Work is to occur. Review and/or approval by Contractor, Architect, Prime Contractor, Construction Manager or Owner of Subcontractor's submittals shall in no way relieve Subcontractor of its obligation that its Work conforms with the Subcontract Documents.

12. Subcontractor shall maintain an adequate work crew on site at all times, with sufficient manpower to meet Contractor's schedule and with a competent foreman or superintendent continuously present. Subcontractor shall not permit employment of unfit or unsafe persons or persons not skilled in tasks assigned to them.

13. Organized breaks will not be allowed on the Project.

14. Subcontractor shall continuously maintain and protect the Work from damage and shall daily clean the job site of any dirt or debris caused by the performance of its Work.

15. Prior to the start of its Work, Subcontractor shall procure and maintain in force, for at least the duration of its Work, insurance as is called for by the attached Project Insurance Requirements, plus any additional insurance that is required of Contractor under the Prime Contract. Contractor, Owner, Prime Contractor, Construction Manager and Architect shall be named as additional insureds on each of the required policies, except for workers compensation. Subcontractor shall furnish insurance certificates to Contractor verifying the required insurance prior to beginning its Work, but no later than ten (10) days from the date of this Subcontract Agreement. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with Subcontractor's final application for payment. This insurance coverage provided by Subcontractor shall be primary and non-contributory to any other insurance.

16. Subcontractor warrants to Contractor, Owner, Prime Contractor, Construction Manager and Architect that materials furnished hereunder will be of good quality and new unless otherwise permitted by the Subcontract Documents and that its Work is free from defects and conforms to the Subcontract Document requirements. Work not conforming to these requirements may be considered defective. This warranty is in addition to and not a limitation of any other warranty or remedy provided under the law or the Subcontract Documents. All manufacturer warranties shall be assigned to Owner and Contractor.

17. If, within one year after the date of substantial completion of the Project or such longer time period as may be prescribed by the Subcontract Documents, any of the Work is found to be defective, Subcontractor shall promptly correct the Work at its cost. If Subcontractor fails to correct as required herein, Contractor may correct the Work and recover the costs of correction and damages, including attorneys' fees, against Subcontractor. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to any obligation or responsibility owed by Subcontractor except the express duty to correct defective Work.

18. To the fullest extent permitted by law, Subcontractor shall indemnify, hold harmless, and defend at its own expense Contractor, Owner, Prime Contractor, Construction Manager, Architect, and their respective agents, employees and assigns (herein collectively referred to as "Indemnitees") from and against any claims, causes of action, damages, losses and expenses (including litigation costs and attorney's fees) of any nature whatsoever, including but not limited to claims for or relating to injury, sickness or disease to any persons (including death), damages to property (including the lost use thereof and consequential damages therefrom), economic loss, liens or Project delays, which arise out of or are alleged to arise out of: a) the performance of Subcontractor's Work; b) the Subcontractor's breach of this

## TERMS AND CONDITIONS

Subcontract Agreement; and/or c) any act or omission of Subcontractor, its subcontractors or material suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; regardless of whether or not such claim, cause of action, damage, loss or expense is contributed to or caused by the negligence, breach of contract or warranty, strict liability, or any other breach of duty of any Indemnitee; provided, however, that Subcontractor shall not be obligated to indemnify an Indemnitee for its sole negligence or willful misconduct where such indemnification is contrary to law, but otherwise it is the intent of the parties that Subcontractor shall indemnify the Indemnitees to the fullest extent permitted by law.

19. To the extent there are any design services required to be performed by Subcontractor either incidental to Subcontractor's Work or as a primary design-build undertaking by Subcontractor in respect to the Project, such design services shall be procured from licensed, independent design professionals retained by the Subcontractor or furnished by licensed employees of the Subcontractor, or as permitted by the law of the place where the Project is located. Subcontractor shall be responsible for coordinating its design with the Project Architect, engineers and others providing design services for the Project. Subcontractor shall prepare, for approval by the Project Architect and engineers, Construction Documents consisting of drawings, specifications, and other appropriate instruments ("Instruments of Service") sufficient to set forth in detail the requirements for the construction of the Subcontractor's Work. Subcontractor shall assist the Owner, Architect, Engineers, and/or Contractor in connection with the filing of documents required for the approval of government authorities having jurisdiction over the Project. All ownership of or other rights in respect of the Instruments of Service shall be transferred by Subcontractor to Owner upon request.

20. Subcontractor shall not assign any of its rights or obligations in or under this Subcontract Agreement without prior written consent of Contractor. Any such assignment, even with consent, shall not in any manner relieve Subcontractor from any of its obligations under this Subcontract Agreement. Subcontractor shall incorporate the terms of this Subcontract Agreement, including but not limited to the requirements to provide insurance, by flowing them down into all contracts with or held by sub-subcontractors or vendors performing any portion of Subcontractor's Work. Subcontractor shall not misclassify any of its employees as independent contractors, and any entity performing Work for Subcontractor on the Project that Subcontractor classifies or treats as an independent contractor must be disclosed as a sub-subcontractor and meet the requirements set forth in this Subcontract Agreement.

21. Subcontractor shall perform its duties hereunder as an independent contractor and not as an employee of the Contractor. Neither Subcontractor nor any agent or employee of Subcontractor shall be or shall be deemed an agent or employee of Contractor. Subcontractor shall pay when due all required employment taxes and income tax withholding, including all federal, state and local income tax on any monies paid pursuant to this Subcontract Agreement. Subcontractor shall have no authorization, express or implied, to bind Contractor to any agreements, liability, or understanding except as expressly set forth in this Subcontract Agreement. Subcontractor shall be solely responsible for the acts of Subcontractor, its employees, sub-subcontractors, vendors and agents.

22. Subcontractor shall keep full and detailed records and accounts related to this Subcontract Agreement, and shall exercise such controls, as may be necessary for proper financial management under this Subcontract Agreement and to substantiate all costs incurred. Contractor and/or the Contractor's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy the Subcontractor's records and accounts, including complete documentation supporting accounting entries, payroll, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, proposals, invoices, purchase orders, vouchers, memoranda, safety records, quality control records, and other data relating to the administration of this Subcontract Agreement. The Subcontractor shall preserve these records for a period of five years after final payment, or for such longer period as may be required by law.

## TERMS AND CONDITIONS

**23. Subcontractor shall abide by all federal, state and local laws and regulations that prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and shall prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a) require that covered contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

24. This Subcontract Agreement and the rights and duties of all persons arising from or related to this Subcontract Agreement shall be governed by the laws of the State of Indiana. Any dispute arising under or related to this Subcontract Agreement, the performance of Work or provision of any materials pursuant hereto, shall be brought only in state court in Marion County, State of Indiana, or if federal jurisdiction is available, in the U.S. District Court for the Southern District of Indiana. The parties to this Subcontract Agreement agree to: a) participate in mediation; b) accept such venues if mediation is unsuccessful; c) waive trial by jury in all proceedings; and d) waive, as against each other, any claim or entitlement to punitive or exemplary damages. In the event of a dispute, Subcontractor shall continue to proceed diligently with the performance of its Work pending final resolution of the dispute, unless directed otherwise in writing by Contractor. If Contractor is in a dispute with the Owner, Prime Contractor and/or Construction Manager that involves Subcontractor's Work, acts or omissions, then Contractor may elect to join Subcontractor as a party to such dispute and the dispute resolution and litigation provisions in the Prime Contract would govern if Contractor made such election of joinder.

25. If any term, provision or part of a provision to this Subcontract Agreement should be invalid or unenforceable under the governing law, the validity and enforceability of the remaining terms, provisions and parts thereof shall not be affected, with interpretation and enforcement to occur as if such invalid or unenforceable term, provision or part was never written.

26. Subcontractor agrees that the subject matter of this Subcontract Agreement is confidential in nature and that Subcontractor will not provide any third party with any information contained herein without the expressed written consent of Contractor. However, Subcontractor may disclose confidential information, after seven (7) days' notice to Contractor, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. Subcontractor may also disclose confidential information to its employees, consultants, sureties, sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

27. The Subcontract Documents, including this Subcontract Agreement, represent the entire integrated agreement between Subcontractor and Contractor, and supersede all prior negotiations, representations or agreements relating to Subcontractor's Work. The failure of Contractor to enforce at any time any provision of this Subcontract Agreement shall in no way affect the validity of this Subcontract Agreement or any part hereof or the right of Contractor thereafter to enforce each and every such provision. No waiver of any breach of this Subcontract Agreement shall be held to be a waiver of any other or subsequent breach.

Date: \_\_\_/\_\_\_/\_\_\_

SCHEDULE "A" for SA# \_\_\_\_\_  
Project

FAW JOB # \_\_\_\_\_

SCHEDULE "A" to Subcontract Agreement No. \_\_\_\_\_ dated \_\_\_\_\_,  
between F.A. Wilhelm Construction Company, Inc. ("Contractor") and  
\_\_\_\_\_ ("Subcontractor"). This Schedule "A" is  
hereby made a part of and incorporated into the Subcontract Agreement.

1. **Subcontractor's Work.** In addition to the Work described on the face of the Subcontract Agreement, Subcontractor's Work includes, but is not limited to, the following specific items:

**A. Subcontractor has agreed to a total Subcontract Sum for its Work based on the following breakdown, which is provided for accounting purposes only:**

Base Bid	\$x,xxx,xxx
Deduct	\$x,xxx
ADD	\$x,xxx
<hr/> Total Contract Value	<hr/> \$x,xxx,xxx

**Alternates:**

**B. Specification Sections:**

- Section
- 

**C. General Scope of Work Includes:**

1. All specified mock-ups and samples

**D. Specific Scope of Work Includes:**

1. All \_\_\_\_\_ work as shown on or indicated by the Contract Documents.
- 2.

**E. Specific Scope of Work Excludes:**

1. Initial Building Permit

2. **Subcontract Documents.** The Subcontract Documents also include the following:

**A.** This Schedule "A".

**B.** The Prime Contract, consisting of the agreement between Contractor and Owner is entitled \_\_\_\_\_ and dated \_\_\_\_\_ and the other contract documents incorporated therein, including conditions of the contract (general, supplementary and other conditions), drawings, specifications, and any addenda thereto.

**C.** The following addenda to the Prime Contract:

**D.** The following Requests for Information that have been answered prior to the execution of this Subcontract Agreement:

**E.** The following attached Exhibits:

- Exhibit "A" - Subcontractor/Supplier Affidavit & Waiver of Liens & Claims. Subcontractor shall submit this document with each application for payment.

- Exhibit "B" - Sub-subcontractors and Suppliers Disclosure Affidavit. Subcontractor shall submit this document within 10 days of receiving this Subcontract Agreement and shall update the information on the document with each application for payment.
- Exhibit "C" - Sub-Subcontractor/Supplier Affidavit and Waiver of Liens & Claims. With each application for payment, Subcontractor shall submit this document for each person or entity listed on the Sub-subcontractors and Suppliers Disclosure Affidavit Exhibit "B".
- Exhibit "D" – Corporate Safety Manual – Section 14: Subcontractor General Requirements. Exhibit "D" includes the Underground Utility Locating, Directional Boring and other hidden utility procedures that Subcontractor is required to follow.
- Exhibit "E" – E-Verify Affidavit. Subcontractor shall sign and submit to Contractor the attached E-Verify affidavit prior to commencing its Work, and abide by the representations and obligations set forth therein.
- Exhibit "F" – Subcontract Performance and Payment Bond forms that are acceptable to Contractor if Subcontractor is required to provide bond(s) on the Project.
- Exhibit "G" - Documents Log. The documents listed in Exhibit "G" are also incorporated into the Subcontract Agreement by reference as Subcontract Documents.
- Exhibit "H" - Project Schedule.
- Exhibit "I" – Scaffold/Equipment Agreement. Subcontractor agrees not to use any scaffold and/or equipment that is owned, leased and/or erected by Contractor without first obtaining written authorization from Contractor by way of an executed Contractor's Scaffold/Equipment Agreement – Exhibit "I".
- Exhibit "J" - BIM Technical Kickoff Package. **[Only to be used for subcontractors participating in BIM process.]**
- Exhibit "K" LEEDs plan

3. **Schedule.** Subcontractor agrees to the following specific scheduling requirements and milestone dates:

Subcontractor will perform its Work in accordance with the Project Schedule attached as Exhibit "H" and titled "PROJECT SCHEDULE XYZ", data date of xx/xx/xx, schedule printed date of xx/xx/xx.

In addition, the following schedule items and milestones are included:

- Shop drawings and submittals complete by xx/xx/xx
- Mock-up requirements completed by xx/xx/xx
- Other milestones.

A. Subcontractor shall, within ten (10) days after the date of this Subcontract Agreement, prepare and submit to Contractor for review a detailed schedule, showing the order in which Subcontractor proposes to carry out all major activities and indicating the dates on which the several activities representing the complete performance of the Subcontract (including submittals, procurement of materials, and equipment) will be started and finished. This schedule shall list the sequence of activities anticipated by Subcontractor and the anticipated duration of each activity. Subcontractor acknowledges that Subcontractor has

scheduled and sequenced its Work on the basis of the Contractor's schedule and any milestone and performance requirements established above and by the Subcontract Documents.

1. Subcontractor acknowledges and understands that in development and updating of Contractor's schedule, Subcontractor's proposed activity sequence and durations may need to be amended by the Contractor to allow Contractor's schedule to meet the performance requirements established by the Subcontract Documents. Should any aspect of Contractor's schedule be at variance with the desired sequencing or duration of Subcontractor's activities, Subcontractor shall notify Contractor in writing of such variation within five (5) days of its receipt of Contractor's schedule. Subcontractor's failure to submit its proposed schedule when required or to notify Contractor in writing of any variation or conflict between Subcontractor's proposed schedule and Contractor's schedule shall preclude Subcontractor from receiving any consideration for an extension of time to the extent allowed under the Subcontract Agreement. Contractor may require Subcontractor to prosecute its work in such sequence as Contractor may reasonably require in order to maintain the progress of other subcontractors and the Contractor's schedule.
2. Subcontractor shall prosecute its Work with due diligence without delay, and will not in any manner, by delay or otherwise, interfere with the work of the Contractor or any other subcontractors; and shall manage its Work in a manner that will allow the total Project to be completed within the Prime Contract specified time.
3. Subcontractor will submit a 3-Week Look-Ahead list of work activities prior to each weekly Project meeting in a form acceptable to Contractor's Superintendent.
4. Subcontractor will provide sufficient workforce, equipment, materials, supervision, etc. to work simultaneously on different floors or areas of the building as required by the Project Schedule.

4. **Project Requirements.** The Subcontractor's Work shall be performed in accordance with the following Project Requirements:

**A. General Requirements.**

1. Subcontractor has reviewed and will abide by the section from Contractor's Corporate Safety Program entitled "Subcontractor General Requirements" attached as Exhibit "D". Prior to commencing its work, Subcontractor shall develop its own Site Specific Safety Plan (SSSP) identifying the hazards with its Work and how it plans to address the hazards. Subcontractor's SSSP is to be kept on site and made available for review by Contractor upon request. Subcontractor shall update its SSSP as Project circumstances deem necessary. The jobsite will be drug and alcohol free. As such, Subcontractor agrees that all employees on the jobsite will be subject to the applicable drug and alcohol policies, whether Owner, Contractor, union or government required.
2. Subcontractor is responsible to install, maintain and replace temporary railings, barricades, etc. required as a result of Subcontractor's Work. If Subcontractor removes a safety railing or barricade, it is responsible to immediately re-install per the applicable state and/or federal OSHA requirements.
3. OSHA required temporary lighting will be provided by an electrical contractor. Subcontractor is to include its own specific lighting beyond the temporary lighting provided by the electrical contractor. If the lighting provided by the electrical contractor does not meet the applicable state and/or federal OSHA requirements, it is the Subcontractor's responsibility to notify Contractor and to make sure that such is

- corrected before Subcontractor proceeds with its Work in an area with inadequate lighting.
4. All general conditions required to perform Subcontractor's Work are included in the Subcontract Sum, except for those specifically excluded in Section 1 of this Schedule "A." This includes, but is not limited to: ladders, permits, scaffolding, lifting and accessory devices, drinking water, power supply and distribution, cleaning materials, wax based sweeping compound, office space, telephones, fax machines, temporary storage requirements, etc.
  5. Subcontractor warrants that it has visited and examined the Project site, and further warrants that it shall make no claims for additional sums on account of existing site conditions.
  6. Subcontractor shall formalize all questions to Contractor in writing by use of a Request for Information ("RFI") form that is set up in the web based construction management software that is to be used by Subcontractor on the Project as determined by Contractor.
  7. Weekly progress meetings will be held at the job site. An authorized, decision making representative of Subcontractor will be required to attend, as requested, or while working on site.
  8. Subcontractor will submit by 9:00 a.m. the following workday, a report, which states how many workers were on site the previous day and what tasks they performed on the daily report form set up in the web based construction management software that is to be used by Subcontractor on the Project.
  9. Existing building and facilities are not to be entered or used unless authorized by Contractor.
  10. If and when ordered in writing by Contractor, Subcontractor shall furnish to Contractor a payment and performance bond for 100% of the Subcontract Sum. The bond shall be in a form consistent with Exhibit "C" and from a surety acceptable to Contractor and shall have a dual-obligee rider naming any parties requested by the Contractor to be a dual-obligee on the bond. The cost of the bond shall be added to the Subcontract Sum, unless the bond is otherwise required by the Subcontract Documents.
  11. Subcontractor's access and deliveries to the site must be coordinated 48 hours in advance of arrival with Contractor's Superintendent. Failure to do so may result in the access and/or delivery being prohibited by Contractor's Superintendent, at their discretion.
  12. Subcontractor is responsible for its own cutting and patching.
  13. If parking is not available on site, Subcontractor must provide parking, permits, etc. for all employees and assume responsibility for all costs.
  14. Subcontractor is responsible for obtaining and paying for all project documents, including drawings and specifications.
  15. Subcontractor will not change field supervision without the previous approval from Contractor.
  16. The use of tobacco and the use of electronic cigarettes a/k/a vape are not permitted in any existing building or building under construction.
  17. Subcontractor is responsible for the timely location and placement of all sleeves, box-outs and embeds to the extent associated with its Work. Failure to provide placement information in a timely manner for items supplied by Subcontractor, but specifically identified as being installed by others, shall result in Subcontractor being responsible for any corrective measurements required. It is the Subcontractor's responsibility to monitor the progress of the Work and communicate requirements with the Contractor's Superintendent and Project Manager.
  18. Subcontractor is responsible to ensure damage to new construction is minimized to the fullest extent. Subcontractor is responsible to repair all damage that it causes at no

- additional cost to the Contractor. Subcontractor is responsible to provide protective coverings for its materials as applicable, whether stored or installed.
19. Subcontractor's personnel will eat lunch in an area designated by Contractor's Superintendent.
  20. Personal radios, headsets, any other entertainment listening or viewing devices, etc. are not permitted on the Project.
  21. Subcontractor is responsible for cleaning the job site daily and removing from the premises any debris caused by the performance of its Work. Subcontractor shall keep clean the general work area, areas around the trailers, workers shanties, tool sheds, storage facilities, and workmen's parking area, and shall remove all papers, luncheon wrappers, food containers, and garbage continuously. The work area shall be continuously maintained at a minimum of broom clean. Should Subcontractor fail to perform such cleanup, or fail to accomplish any corrective work required by the Contractor, Contractor will provide such cleanup service and such corrective work on behalf of Subcontractor, and the costs incurred by the Contractor will be charged to Subcontractor plus 10%.
  22. Subcontractor shall make a punchlist for its own Work and complete the listed items before requesting Contractor, Architect and/or Owner to make up a punchlist. Subcontractor will complete in a timely manner all punchlist Work items as generated by Contractor, Architect and/or Owner. Multiple punchlists may be generated on this Project. Punchlists are complete when the initiating party accepts them as being complete. The Procore web based construction management software shall be used by Subcontractor for administering punchlist on this Project, unless otherwise stated herein.
  23. Subcontractor is responsible for all fire stopping, sealant, acoustical sealant, etc. around all floor, wall and ceiling penetrations to the extent associated with its Work. Subcontractor is to monitor and coordinate partition, ceiling and floor construction to ensure that construction around the penetration is correct and allows for a proper and acceptable sealing detail.
  24. Subcontractor's use of lifts, hoists, and other similar equipment (in connection with Work to be performed inside buildings and/or facilities) shall be subject to Contractor's Superintendent's approval.
  25. Subcontractor's starting of any Work that is to be attached to or supported by the work of others or existing conditions shall constitute acceptance of such work or conditions, and Subcontractor warrants that it shall make no claims for additional sums on account such work of others or existing conditions.
  26. Subcontractor, its subcontractors or suppliers, or anyone for whom it is responsible shall not use or allow on the Project any rigging materials which were made in China. Rigging materials include but are not necessarily limited to alloy steel chains, wire rope slings, natural rope slings, synthetic fiber rope slings, synthetic web slings, shackles and hooks.

**B. Submittal Requirements:**

1. Within ten (10) days of the date of this Subcontract Agreement, Subcontractor will provide a listing of all material suppliers, vendors and sub-subcontractors that are required to furnish submittals on the Project, indicating a scope of work or materials to be supplied and the specification section that submittals will be furnished under. This list must be satisfactory to the Contractor. Subcontractor must notify the Contractor in writing with any proposed changes once the list has been submitted.

2. All submittals must have an approved submittal stamp signed and dated by the Subcontractor and will identify the specification section and other specific identification information.
3. Subcontractor is responsible to confirm and coordinate all dimensions at the job site. If Subcontractor submittals are returned and require additional work or material beyond what is required by the Subcontract Documents, Subcontractor shall submit a quotation to Contractor for these scope revisions in accordance with the Subcontract Documents.
4. A comprehensive submittal schedule, listing proposed submittal dates, manufacturer lead times, and anticipated critical components, shall be sent to Contractor within fifteen (15) days of the date of this Subcontract Agreement. Upon review and acceptance of the submittal schedule, Subcontractor shall furnish a detailed delivery schedule for all materials used on the Project.
5. Subcontractor shall use the web based construction management software that is to be used by Subcontractor for submittals on this Project. Subcontractor shall provide samples as required by the Subcontract Documents.
6. Subcontractor shall not be relieved of responsibility for any deviation from the requirements of the Subcontract Documents by Architect, Owner or Contractor's acceptance of shop drawings, product data, samples, and submittals as required by Subcontract Documents, unless Subcontractor has specifically informed Contractor in writing of such deviation at the time of submission and the Owner and Contractor have given written approvals to the specific deviation.
7. Shop drawings and product data that are incomplete or are not in compliance with the Subcontract Documents shall not be submitted.
8. Any deviations from the Subcontract Documents must be proposed as a change to the Subcontract Agreement and approved as a change order before procurement. All changes and proposed changes to the Subcontract Documents are to be noted on the cover letter of the shop drawings and/or product data during the submittal process.
9. Data sheets, brochures and/or transmittals being submitted must include the specification section and a reference number.
10. When general catalog or data sheets are submitted, they must be specifically marked with items only relevant to this Project. Details not relevant to the Project shall be deleted or marked out. If these are submitted without clearly indicating which materials or details are applicable, they will be returned without review.
11. Mechanical, Electrical, Plumbing and/or Fire Protection (collectively "MEPFP") subcontractors are required to be involved in the overall Building Information Modeling ("BIM") and MEPFP coordination processes and participate in the related meetings. If Subcontractor has any MEPFP Work, then Subcontractor is required to meet or exceed all guidelines and technical requirements required by the Subcontract Documents Project and/or as detailed in the Contractor's BIM Technical Kickoff Package. Subcontractor understands that the BIM coordination process and respective models created to support it shall accurately reflect the Subcontractor's entire scope of work and planned installation(s).

**C. Billing Requirements:**

1. Subcontractor's monthly billing shall be submitted on the AIA form G702 by the [??] day of each month, along with its completed Subcontractor/Supplier Affidavit and Waiver of Liens and Claims, its completed Sub-Subcontractors and Suppliers Disclosure Affidavit and a Sub-Subcontractor/Supplier Affidavit and Waiver of Liens & Claims for each person or entity listed on the Sub-subcontractors and Suppliers Disclosure Affidavit. A pencil copy must be submitted five (5) days prior for review by Contractor's Project

- Manager. Upon approval of the pencil copy by Contractor's Project Manager, Subcontractor shall submit final copies to [apinvoice@fawilhelm.com](mailto:apinvoice@fawilhelm.com).
2. All applications for payment must indicate the percentage of Work completed through the billing date, and a percentage of approved change order Work completed through the billing date.
  3. All applications for payment MUST reflect retainage of ten percent (10%) to be withheld.
  4. All extra work tickets must be signed for by Contractor's Superintendent, approved by Contractor's Project Manager, and included in a change order prior to inclusion with any billing.
  5. Subcontractor cannot include off-site storage of materials on pay applications unless approved by Architect and Owner prior to submission of the applicable pay application.
  6. Subcontractor's invoices shall not exceed the current Subcontract Sum.
  7. Subcontractor does hereby sell, transfer, assign and convey to Contractor the goods, materials, parts, supplies, equipment, and accessions required by the Subcontract Documents (collectively, the "Goods") and located at the Subcontractor's premises or the Subcontractor's suppliers' premises, manufactured or in the process of manufacture for delivery to, or for use on or in connection with the construction of the Project. In the event that any of the Goods are in the process of manufacture, Subcontractor expressly intends to sell, transfer, assign and convey the same in their completed state, as well as in the form and state the Goods possess at the time of execution of this Subcontract Agreement. It is the express intention of the parties that (i) by their identification in the Subcontract Documents, Contractor acquires a special property to and insurable interest in the Goods, (ii) title to the Goods passes to Contractor upon execution of this Subcontract Agreement, subject to rejection, refusal to receive or retain the Goods or a justified revocation of acceptance of the Goods by Contractor. Subcontractor represents, warrants and covenants to Contractor that Subcontractor (i) is the lawful owner of the Goods, (ii) has good right to sell the Goods to Contractor, and (iii) warrants and will defend the Contractor's rights to the Goods as against any and all claims and demands of Subcontractor's creditors or other third parties. The foregoing representations, warranties and covenants shall survive the execution of this Subcontract Agreement. For so long as Subcontractor maintains possession or control of the Goods, Subcontractor will provide safe and proper storage of the Goods on its own premises or such other premises as the Goods may be located from time to time. Subcontractor shall not move the Goods or Subcontractor's place of business, unless it first provides Contractor thirty (30) days advance written notice. Subcontractor will physically separate and segregate the Goods by means of ropes or other barriers, or as otherwise may be directed by Contractor, from all other items of inventory and will cause to be placed conspicuously and securely on the Goods a sign or signs in a form satisfactory to Contractor, which identifies the Goods as the property of Contractor and as intended for use on or in connection with the Project.

Notwithstanding the foregoing, and in addition to all of Contractor's other rights in connection with the Goods available to Contractor by law or contract, Subcontractor hereby grants to Contractor, to the fullest extent it is capable of doing so, a security interest in and to the Goods, now existing or hereinafter acquired, to secure Subcontractor's performance of its obligations under this Subcontract Agreement, and any other agreement entered into by the parties. Subcontractor acknowledges that this Subcontract Agreement shall constitute a Security Agreement for the security interest granted hereby in accordance with the provisions of the Uniform Commercial Code. Subcontractor hereby irrevocably nominates, constitutes, appoints and designates Contractor as its attorney-in-fact with the rights, but not the obligation, to make, execute, file and deliver any and all other documents or papers, including, without limitation, any

financing statements or security agreements deemed necessary and proper by Contractor in order to give full effect not only to the intent and meaning of the sale, transfer, conveyance and assignment contemplated herein, but also to the full protection intended to be herein given to Contractor under all other provisions of this Subcontract Agreement and the other agreements entered into between the parties and applicable law. Subcontractor hereby ratifies and confirms all acts and actions taken and done by Contractor as attorney-in-fact. This provision is in addition to any other rights and remedies, common and equitable, available to Contractor under this Subcontract Agreement.

**D. Closeout Requirements:**

1. Subcontractor shall provide manufacturer's field services, service engineering, written warranties, operation and maintenance manuals, training, orientations and demonstrations, as required in the Subcontract Documents, and as applicable for all Work contained in this Subcontract Agreement.
2. Prior to Contractor accepting a billing for Work in excess of 25% complete, Subcontractor must have completed and submitted a list of closeout documents, including the status of those documents. Prior to Contractor accepting a billing in excess of 75% complete, Subcontractor must have submitted all appropriate closeout documentation. Contractor may withhold progress billings until all closeout documents are received and approved. Prior to Contractor releasing the final retention, Subcontractor shall provide a record copy of all shop drawings and submittals fully corrected with field modifications and revisions for the Project, along with any attic stock that is required to be provided by the Subcontract Documents. Subcontractor shall provide as-built drawings on blueprints and CAD files.

5. **Change Order Administration.** Quotations for changed or revised work submitted pursuant to Paragraph No. 5 of the Terms and Conditions on the back of the Subcontract Agreement shall follow one or more of the following methods of calculation, at the option of Contractor:

- a) Cost plus a fee or time and material (may include a not to exceed amount)
- b) Lump sum
- c) Unit prices contained in this Schedule "A" (if any)

Change quotations shall set forth any addition or deduction to the Subcontract Sum and any impact to Contractor's schedule, along with all details and backup that Contractor, Owner, Prime Contractor, Architect and/or Construction Manager may deem necessary to support the quotation. The administration of any claims for additional cost or additional time shall meet the requirements of the Subcontract Documents, including the Prime Contract.

a) **Cost Plus or Time and Material.** If Work is to be performed on a cost plus or time and material basis, tickets indicating manpower, material, equipment and tools are to be submitted each day for the Contractor's Superintendent's signature. Costs associated with the change are to be summarized and submitted to the Project Manager at regular intervals not to exceed 30 days. Failure to have tickets signed or to issue cost summaries within 30 days will result in the claim for such costs being waived. Any fees or mark-ups shall be those established in the Subcontract Documents, including the Prime Contract. Provided, however, that if such fees and mark-ups are not established in the Subcontract Documents, they shall be agreed upon in writing prior to the commencement of the Work.

Costs. In case of cost plus compensation, costs shall be limited to: cost of materials, including cost of delivery and taxes; cost of labor in the field, including social security, unemployment and medical insurance, and employment benefits; bond premiums; and rental value of power tools and equipment at rates not to exceed those contained in the Associated Equipment Distributors Construction Equipment Rental Rates, Current Edition as of the date of the Subcontract Agreement.

Overhead and profit for cost plus compensation shall include: wages of superintendents, project managers, project engineers, non-working foremen, timekeepers, watchmen and clerks; hand tools; incidentals; general office expense; warranty expense; and all other expenses not included in "costs" as defined above.

The following percentages for overhead and profit, as appropriate, are to be added to approved costs:

	<u>O.H. &amp; PROFIT</u>
a) To Subcontractor on work not performed by its own forces.	<u>5%</u>
b) To Subcontractor for work performed by its own forces.	<u>10%</u>

b) Lump Sum. When a lump sum price for the addition or deletion of any Work is requested from the Subcontractor, Subcontractor shall submit a lump sum quotation with an itemized breakdown of all increases or decreases in the costs of Subcontractor and its sub-subcontractors and material suppliers, in the following detail: a) material quantity and unit cost; b) labor costs, broken down per item of Work, including man-hours, payroll taxes and insurance; c) construction equipment; d) sales tax; e) delivery charges; f) overhead; and g) profit.

d) Unit Prices. Any unit prices accepted as part of the Subcontract Agreement or incorporated into the Subcontract Agreement by change order are not to be considered or interpreted as prior approval to proceed with changes to Subcontractor's Work. All such changes shall be governed by Paragraph No. 5 on the back of the Subcontract Agreement.

**6. Insurance Requirements.** Subcontractor will provide the following minimum insurance requirements for the Project plus any additional insurance that is required of Contractor under the Prime Contract. A copy of an approved insurance certificate must be on file with the Contractor, at the main office location, prior to the commencement of work on the Project. Submit insurance certificate to [inscerts@fawilhelm.com](mailto:inscerts@fawilhelm.com).

**A. Required Insurance Coverages:**

1. Commercial General Liability
  - ✓ Occurrence Form
  - ✓ Aggregate per Project Endorsement

- ✓ Subcontractor's Products / Completed Operations coverage shall be continued for one year after completion of its work or for such period otherwise provided by the Subcontract Documents, whichever is longer.
- ✓ Contractual Liability
- ✓ No exclusion for Explosion, Collapse & Underground (XCU)
- ✓ No exclusion for liability assumed in an insured contract
- 2. Automobile Liability (Business)
  - ✓ Including Hired and Non-Owned Auto liability coverage
  - ✓ Contractual Liability
  - ✓ No exclusion for liability assumed in an insured contract
- 3. Worker's Compensation/Employer's Liability
  - ✓ Statutory as required by the State where the project is located
- 4. Excess Liability
  - ✓ Umbrella Form – follow form coverage on all liability policies

**B. Minimum Limits of Insurance Required:**

- |   |                           |
|---|---------------------------|
| 1. Commercial General Liability   |                           |
| a. General Aggregate (other than Products / Completed Operations)               | <u><b>\$2,000,000</b></u> |
| b. Products / Completed Operations Aggregate                                    | <u><b>\$2,000,000</b></u> |
| c. Bodily Injury and Property Damage (each occurrence)                          | <u><b>\$1,000,000</b></u> |
| d. Personal & Advertising Injury (any person or organization)                   | <u><b>\$1,000,000</b></u> |
| e. Fire Damage (any one fire)   | <u><b>\$ 50,000</b></u>   |
| f. Medical Expenses (any one person)  | <u><b>\$ 5,000</b></u>    |
| 2. Automobile Liability (Business)  |                           |
| a. Combined Single Limit Per Accident or Loss – Bodily Injury & Property Damage | <u><b>\$1,000,000</b></u> |
| 3. Worker's Compensation/Employer's Liability                                   |                           |
| a. Bodily Injury by Accident – Each Accident                                    | <u><b>\$ 500,000</b></u>  |
| b. Bodily Injury by Disease – Policy Limit                                      | <u><b>\$1,000,000</b></u> |
| c. Bodily Injury by Disease – Each Employee                                     | <u><b>\$ 500,000</b></u>  |
| 4. Excess Liability   |                           |
| a. Each Occurrence  | <u><b>\$5,000,000</b></u> |

**C. Additional Insured(s)** - applies to all insurance coverage, except Worker's Compensation and Employer's Liability. The following shall be named as Additional Insured(s), including coverage for ongoing and completed operations, on Subcontractor's policies:

F.A. Wilhelm Construction Co., Inc. **AND** Wilhelm Construction, Inc. and their respective affiliates, subsidiaries, officers, directors, employees and representatives.

**D.** In the event the Subcontractor has or obtains coverage in amounts in excess of those minimum limits outlined above during the period that coverage is required under the Subcontract Agreement, those organizations listed above as Additional Insureds shall also be named as Additional Insureds for such excess amounts. The amounts of insurance (including endorsements thereto) carried in compliance with these insurance requirements are not to be construed as either a limitation or satisfaction of the Subcontractor's liability.**E.** Subcontractor waives any and all claims against those organizations listed above as Additional Insureds and their respective insurers for damages caused by any occurrence or peril covered by the insurance required by the Subcontract Documents (waiver of subrogation/waiver of right of recovery).

Date: \_\_/\_\_/\_\_

SCHEDULE "A" for SA#\_\_\_\_  
Project

FAW JOB #\_\_\_\_

- F.** Subcontractor and its insurance carrier shall give Contractor at least thirty (30) days written notice prior to cancellation, non-renewal and/or any material change of any required coverage.
- G.** If any portion of the Subcontractor's Work involves project design, architectural services, engineering services or other consulting services, soil boring or reporting of results of same or site surveying or reporting of results of same, professional liability coverage (errors and omissions) with minimum limits of \$1,000,000 per claim and \$3,000,000 general aggregate and maximum deductible of \$25,000 shall be required. It shall also be required that this professional liability policy, and any replacement policy, have a retroactive date no later than the date of this subcontract and that the coverage be continued for a minimum of five years after final completion.

The insurance coverage provided by Subcontractor under this Subcontract Agreement shall be primary and non-contributory to any other insurance.

Sample Subcontract Agreement

EXHIBIT "A"

**SUBCONTRACTOR/SUPPLIER  
AFFIDAVIT & WAIVER OF LIENS & CLAIMS**

Partial ( ) Final ( )

We, the undersigned, having been employed by **F. A. Wilhelm Construction Co., Inc. ("Contractor")** to furnish labor, services, equipment and/or materials for construction work on the Project known as **Project** constructed on real estate located in the County of **County** in the State of **Project State**, hereby warrant that the Contractor, any surety bond instrument or surety, any Project owner(s), any Project funds, and the Project real estate and the improvements thereon cannot be made subject to any valid claim, lien or encumbrance by anyone who furnished labor, services, equipment or materials to the undersigned for use in the Project, and the undersigned hereby waive and release any and all claims, liens and encumbrances of whatsoever kind or nature against the Contractor, any surety bond instrument or surety, any Project owner(s), any Project funds, and the Project real estate and improvements thereon for any labor, services, equipment or materials furnished through \_\_\_\_\_, \_\_\_\_\_.

The above waiver and release are given in order to induce payment in the Amount Due of \$\_\_\_\_\_ and upon receipt by the undersigned of the Amount Due, the above waiver and release become valid, enforceable and of full effect. Upon attachment of the cancelled check and the legal description of the Project, this release may be recorded by the owner(s) or mortgage holder(s) of the Project.

Notwithstanding the foregoing, the undersigned does hereby unconditionally waive and release any and all claims, liens and encumbrance of whatsoever kind or nature against the Contractor, any surety bond instrument or surety, any Project owner(s), any Project funds, and the Project real estate and any improvements thereon with respect to monies due the undersigned for previous payment requests in the total sum of \$\_\_\_\_\_, the receipt and sufficiency of which is hereby acknowledged by the undersigned.

Sample Subcontract Agreement

Given under our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Company

By: \_\_\_\_\_  
Authorized Representative of Company

STATE OF: )  
COUNTY OF: )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public:

My Commission Expires:

County of Residence:

EXHIBIT "B"

Sub-Subcontractors and Suppliers Disclosure Affidavit											
Item # on SOV	Sub-Subcontractor/ Material Supplier Name & Address	Scope of Work or Material	Contract	Email	Phone #	Purchase Order #	Contract Amount	Amount Billed	Amount Paid	Current Amount Due	To be Billed Amount
											
Subcontractor/Supplier Name:											
Project Name:											
Application Number:											
Application Date:											
Period To:											
<p style="color: red; font-size: 2em; transform: rotate(-45deg); opacity: 0.5;">Sample Subcontract Agreement</p>											
<p>The undersigned affiant and representative of the Subcontractor/Supplier on oath deposes and says that the above disclosure is a true and complete statement of all such persons or entities, the amounts paid, the amounts due or to become due on the Project. Subcontractor/Supplier has not contracted with any other persons or entities to provide work, services, material or equipment for the Project or for any improvement on the land for which the Project is located.</p>											
Authorized Representative of Subcontractor/Supplier										Date	

EXHIBIT "C"

**SUB-SUBCONTRACTOR/SUPPLIER  
AFFIDAVIT & WAIVER OF LIENS & CLAIMS**

Partial ( ) Final ( )

We, the undersigned, having been employed by Insert FAW's 1st tier Sub that owes the money to furnish labor, services, equipment and/or materials for construction work on the Project known as Project constructed on real estate located in the County of County in the State of Project State, hereby warrant that **F.A. Wilhelm Construction Co., Inc. ("Contractor")**, any surety bond instrument or surety, any Project owner(s), any Project funds, and the Project real estate and the improvements thereon cannot be made subject to any valid claim, lien or encumbrance by anyone who furnished labor, services, equipment or materials to the undersigned for use in the Project, and the undersigned hereby waive and release any and all claims, liens and encumbrances of whatsoever kind or nature against the Contractor, any surety bond instrument or surety, any Project owner(s), any Project funds, and the Project real estate and improvements thereon for any labor, services, equipment or materials furnished through \_\_\_\_\_, \_\_\_\_\_.

The above waiver and release are given in order to induce payment in the Amount Due of \$\_\_\_\_\_ and upon receipt by the undersigned of the Amount Due, the above waiver and release become valid, enforceable and of full effect. Upon attachment of the cancelled check and the legal description of the Project, this release may be recorded by the owner(s) or mortgage holder(s) of the Project.

Notwithstanding the foregoing, the undersigned does hereby unconditionally waive and release any and all claims, liens and encumbrance of whatsoever kind or nature against the Contractor, any surety bond instrument or surety, any Project owner(s), any Project funds, and the Project real estate and any improvements thereon with respect to monies due the undersigned for previous payment requests in the total sum of \$\_\_\_\_\_ the receipt and sufficiency of which is hereby acknowledged by the undersigned.

Sample Subcontract Agreement

Given under our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Company

By: \_\_\_\_\_  
Authorized Representative of Company

STATE OF: )  
COUNTY OF: )


Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public:

My Commission Expires:

County of Residence

EXHIBIT "D"

	<b>CORPORATE SAFETY MANUAL</b>	<b>SECTION: 14</b>
		<b>REVISION NUMBER: 10</b>
		<b>REVISION DATE: 04.29.22</b>
		<b>SUBJECT: SUBCONTRACTOR GENERAL REQUIREMENTS</b>


**Section 14: Subcontractor General Requirements**

**POLICY**

The subcontractor's safety program shall, at a minimum, contain the following:

1. The subcontractor will provide Wilhelm a copy of the list of all chemicals that are specific for the jobsite. MSDS sheets are to be kept in the subcontractor's trailer.
2. Each subcontractor will prepare a Site Specific Safety Plan ("SSSP") prior to the commencement of the subcontractor's work, and shall update the SSSP as project circumstances deem necessary. The Subcontractor's SSSP shall identify the hazards with Subcontractor's work and how it plans to address the hazards. The SSSP shall be kept at the job site and made available to Contractor for review upon request. The SSSP shall include a Silica Exposure Control Plan that covers all forms of silica exposure created by Subcontractor's Work. With respect to drywall work, the plan shall provide that all drywall sanding will be performed with the use of dust collection systems and/or the wet sanding method.
3. Each subcontractor will designate an on-site safety representative.
4. The safety representative of each subcontractor will be responsible for the implementation of the subcontractor's safety program. The subcontractor's safety representative shall:
  - A. Attend every project safety meeting.
  - B. Inspect the project for safety hazards related to the subcontractor's work and for exposure to the employees of the subcontractor and its sub-subcontractors.
  - C. Follow up on correction of safety hazards.
  - D. Report any discovered safety hazards to the Wilhelm Superintendent that are left uncorrected, regardless of who is responsible for the hazard.
  - E. Monitor the subcontractor's "Tool Box" meetings.
  - F. Promote "safety awareness" in all subcontractor tradesmen and supervision and maintain communications between the two regarding safety.
  - G. Make sure that the subcontractor has adequate safety equipment on the jobsite as necessary to perform the various portions of its work.
5. Subcontractors are responsible for compliance with the applicable state and/or federal OSHA requirements and any site specific safety requirements. At a minimum, this entails indoctrinating their on-the-job representatives with a working knowledge of the state and/or federal OSHA requirements, making sure they have a copy of the safety code Part 1926 on the job and directing them to remain in full compliance with OSHA at all times. They are further responsible for their firm's representation at all project safety meetings.

EXHIBIT "D"

	<b>CORPORATE SAFETY MANUAL</b>	<b>SECTION: 14</b>
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6. All subcontractor supervisors and foremen are responsible to plan and accomplish their work with due regard for the safety of all individuals (including the public) on, or adjacent to, the jobsite. They will be expected to eliminate all foreseeable accident hazards when planning the work under their control. Supervisors and foremen will ensure that weekly "Tool Box" meetings are held to implement and further develop the subcontractor's safety program. It is expected that they will observe and correct any accident-producing practices of the crew before injuries occur. If an accident does occur, they will investigate to determine the cause and take the required corrective action to prevent similar accidents. All accidents shall be reported immediately on the "Field Report of Injury/Illness of Employee" form and copied to the Wilhelm Superintendent.
7. All subcontractor supervisors, foremen and workmen are required to observe all local, state and federal safety regulations. They shall use the safety devices provided for their own protection and should never render ineffective any safety device which is in use on the project. They shall report all discovered safety hazards to the subcontractor's on-site safety representative.
8. If an accident occurs, the subcontractor involved will take the following action:
  - A. Administer first aid and see to the immediate needs of the injured.
  - B. Notify the Wilhelm Superintendent as soon as practicable of the accident, its location, who was involved, what the injured was doing and the known extent of the injuries.
  - C. No later than 24 hours after the accident, the subcontractor will submit a copy of its accident report to the Wilhelm Superintendent.

**9. Underground Utility Locating Process**


A. Purpose:

Wilhelm has established the following procedures to prevent damaging underground utility lines. These mandatory procedures, for below grade work, are the minimum standards to be followed prior to and throughout the project by all subcontractors. These procedures are not optional, they are *mandatory*. Shortcuts to these procedures are unacceptable.

B. Procedure:

- No work shall begin until underground locate calls have been made and completed. The subcontractor needing the locate done will begin the locate process by calling 811 (the utility locate service) and requesting both a "**joint meet**" and a "**locate**". This process normally requires two (2) phone calls to 811, the first call is to setup the meeting and the second call is to schedule the


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actual locate. Prior to the joint meet and subsequent locates, mark out the boundaries where the locate is to be performed. The superintendent for the subcontractor requesting the locate will stay with the locate team throughout both the joint meet and the locate process.

- Calls to the 811 utility locate service should be initiated at least three (3) business days prior to planning to dig. The locate service will want location information such as the address and township where the below grade work will occur. The 811 utility locate service will provide a ticket or dig number at the time of the initial call. Wilhelm requires utility locates for active construction sites to be **refreshed** at least every two (2) weeks or at any time the lines are not clearly visible, until the work is completed. Each time you call in for a refresh, you will be given a new ticket number. It is important that all subcontractors obtain their own locate ticket. **Whoever puts a bucket in the ground must have their own locate ticket.**
- The subcontractor planning to dig must also engage an independent locate company such as Bloodhound, Pinpoint or another private utility locating service to come to the site to locate and mark all known private utilities. The most recent site utility drawings need to be provided to the locate company. Prior to digging, the subcontractor must meet with the Wilhelm Superintendent.
- All subcontractors on the project are to provide Wilhelm with updated as-built information daily for all site utilities being installed during the course of the project, whether it is a permanent or temporary installation. The as-built information is to include coordinates and elevation. Structures, pull or junction boxes, risers, valves etc., are to be included in this information. Piping, duct banks, direct bury cabling should be documented at intervals not to exceed 50'. The subcontractor digging shall provide the information on a daily basis to all excavation personnel, site work foremen, layout engineers, spotters and operators that are doing the work in the ground.
- All subcontractors will install color coded tracer tape (with embedded wire) on the top side of the pipe for all water, gas, chemical, electric, fiber and sanitary forced mains that do not come with tracer capability (such as steel pipe, or a line with tracer wire already embedded). All subcontractors are to install the proper color coded warning tape at 18 inches below grade at **all** utility lines installed for a project. This procedure is to be followed whether for a permanent or a temporary utility.
- The pothole method using hydro excavating equipment ("pothole method") shall be used for location of all gas, electric, water lines, sanitary lines, fiber optics and any other data communication lines. Storm lines may be located by

EXHIBIT "D"


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means of careful machine excavation and use of a probe rod until located. The same marking process as described above will be utilized. The depths will be recorded; vertical markers will be installed in the potholed location and backfilled; the bottom of these markers should be a minimum of 1' above the utility line, and approximately 2'-4' above grade. Markers will be painted or taped the color of the utility they represent and the depth below grade at that location will be marked with permanent marker. Markers are to be placed no further than **50'** apart.

- If after potholing and taking elevations of a live utility line below a proposed excavation and the utility is determined to be less than 2' below proposed subgrade of the excavation, the subcontractor digging shall expose the entire line within the confines of the proposed excavation prior to any excavation beginning.
- If the excavation is going to cross a live utility that was originally potholed and determined to be greater than 2' below the proposed excavation but falls within the range of 2' to 4' below subgrade, potholing will need to occur at 10' intervals wherever the utility is crossed to verify consistency of the depth of the utility.
- When a live utility line is determined to be less than 2' from the side of a proposed excavation, you must pothole the utility line at 10' intervals for the entire length of the excavation to verify its location prior to any excavation beginning.
- Once excavation has begun, the subcontractor doing the work shall have a full-time spotter watching the excavation and the operator will dig with extreme caution, anticipating the possibility of a branch or tee coming off the line.
- If a subcontractor strikes an underground utility, they are to call the Wilhelm Superintendent immediately.

**10. Directional Boring.** If a subcontractor or one of its sub-subcontractors need to run a directional boring, it must first submit its written project specific boring plan and procedures to Wilhelm and go over them in detail with the Wilhelm Superintendent before mobilizing to the site and beginning the boring process. The boring plan must include set back calculations and diagrams, and a cut section diagram(s) of the bore path(s) which includes boring machine location, existing utilities (type, depth and location), and bore path with distance from existing utilities.

EXHIBIT "D"

	<p align="center"><b>CORPORATE SAFETY MANUAL</b></p>	<p><b>SECTION: 14</b></p>
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**11. WALL, FLOOR, AND CEILING MODIFICATION PROCEDURE** - Below are the steps to be taken for any wall, floor, or ceiling modifications. This includes, but is not limited to demolition, cutting, coring, and grinding:

- Subcontractor is to identify proposed wall, floor, or ceiling shown on drawings that are to be modified.
- Wall, floor, or ceiling is to be inspected by the subcontractor's superintendent.
- All interested parties must be aware of not only utilities running through the structure, but Post tension (PT) and Pre-stressed cables as well. Utility indicators are conduits protruding through the concrete in the area, and receptacle and switch boxes. Post Tension (PT) indicators are grouted cavities located on the edge of both Slab on Grade (SOG) and elevated concrete decks.
- All concrete walls, floors, and Ceilings must be scanned with a concrete scanner prior to any concrete modifications/cutting.
- When a concrete scanning company arrives onsite, the technician shall be provided with PT Drawings of the proposed area/s that are to be modified as well as any as built drawings. This includes tendon, uniform, and banded cable drawings if they are warranted for this work.
- A company representative from Wilhelm and the subcontractor need to accompany the scanning technician as they scan the area(s) that are to be modified.
- If the concrete scanning company's findings are not conclusive, then the subcontractor's quality manager and Wilhelm's quality manager are to be brought in to visit the site for a second opinion.
- If utility lines are indicated in the floor or wall, each line must be identified as such and labeled where they originate and end. This can be written on the wall and/or an as built.
- If these lines have been identified and are determined to be in conflict with the proposed modification, the responsible subcontractor shall look into changing the location of the sawcut or core
- Proper lock out tag out (LOTO) procedures are to be met when deenergizing and removing electrical circuits and/or any stored energy. Proper Lock out tag out (LOTO) procedures are to be met when removing locks from circuits/lines that were shut off during this work. All parties are to be notified prior to circuits being turned on.

EXHIBIT "E"

**E-Verify Affidavit – Subcontractors of F.A. Wilhelm Construction Co., Inc.**

Subcontractor, acting through its authorized agent, and being first duly sworn, deposes, verifies, and affirms under the penalties for perjury that:

(a) Subcontractor shall enroll in the E-Verify Program conducted through the Illegal Immigration Reform and Immigration Responsibility Act of 1996, as amended, operated by the U.S. Dept. of Homeland Security ("E-Verify Program") and shall verify the work eligibility status of its employees in compliance with the E-Verify Program and/or any applicable law, except if the E-Verify Program no longer exists;

(b) Subcontractor does not knowingly employ an unauthorized alien;

(c) Subcontractor does not either knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that the Subcontractor later learns is an unauthorized alien; and

(d) Subcontractor shall obtain written certification from any and all sub-subcontractors providing any services under the Subcontract Agreement that said sub-subcontractors do not either knowingly employ or contract with an unauthorized alien and are enrolled in the E-Verify Program, except if the E-Verify Program no longer exists.

**I (we) affirm, under the penalties for perjury, that the foregoing representations are true.**

(Subcontractor): \_\_\_\_\_

By (Written Signature): \_\_\_\_\_

(Printed Name): \_\_\_\_\_

(Title): \_\_\_\_\_

Sample Subcontract Agreement

**SUBCONTRACT  
PERFORMANCE  
BOND**

Bond No.:

KNOW ALL BY THESE PRESENTS: That [name of subcontractor], a [state] corporation, as Principal, hereinafter called Principal, and [name of surety], a [state] corporation, as Surety, hereinafter called Surety, are held and firmly bound unto F.A. Wilhelm Construction Company, Inc. with its address at 3914 Prospect Street, Indianapolis, IN 46203, as Obligee, hereinafter called Obligee, in the amount of \_\_\_\_\_ U.S. Dollars (\$) (the "Penal Sum"), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ entered into a subcontract number \_\_\_\_\_ with Obligee for the performance of subcontract work \_\_\_\_\_, including warranty obligations, in accordance with drawings and specifications for the construction of the \_\_\_\_\_ project (hereinafter "the Project"), which subcontract is by reference made a part hereof, and is hereinafter referred to as the "Subcontract".

A. NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if Principal shall promptly and faithfully perform said Subcontract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions: (i) Principal is in default under the Subcontract; and (ii) Principal has been declared by Obligee to be in default under the Subcontract; and (iii) the Obligee has performed its obligations under the Subcontract. Upon the occurrence of each of the above conditions, Surety shall have 30 days ("Investigatory Period") from the last event to occur of the following: (a) receipt of the written notice of default; (b) the date access to the Project site is provided to Surety; or (c) the date the information and documentation in Obligee's or its agent's possession and requested by Surety is received by the Surety, which information and documentation must be requested by Surety within 10 days of its receipt of Obligee's written notice of default, to:

- (1) Notify Obligee that it has elected to complete the Subcontract through independent contractor(s) retained by Surety and thereafter commence such performance with reasonable promptness. In such event, that portion of the Balance of the Subcontract Price as may be required to complete the Subcontract or remedy the default and to reimburse the Surety for its expenditures shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Subcontract; or
- (2) Notify the Obligee that it has elected to arrange for a subcontract between Obligee and a replacement subcontractor reasonably acceptable to Obligee guaranteed by subcontract performance and payment bonds provided by the replacement subcontractor in the amount of the replacement subcontract. In such event, Surety shall pay Obligee the difference between the cost of the replacement subcontractor and the amount that would have been payable to the Principal had there been no default under the Subcontract. Such payments may be in a lump sum (in the case of a lump sum subcontract) or periodically as incurred by Obligee; or
- (3) Request that Obligee complete the Subcontract. In such event, Surety shall pay Obligee the difference between the reasonable cost of a replacement subcontractor and the amount that would have been payable to the Principal had there been no default under the Subcontract; or
- (4) Arrange to provide financial and/or other assistance to the Principal ("Financing") to assist the Principal with completion of the Subcontract. In the event Obligee has formally terminated

## EXHIBIT "F"

Principal's right to proceed under the Subcontract, this option shall be subject to Obligees' concurrence, which shall not be unreasonably withheld. The Obligees shall pay the Balance of the Subcontract Price as directed by the Surety. In the event Surety provides Financing, Surety, in its sole discretion, may upon written notice to Obligees cease providing such Financing at any time, in which event Surety shall immediately make a further election without a further Investigatory Period under this paragraph A; or

- (5) Deny liability and notify the Obligees, citing the reasons therefor; or
  - (6) After investigation, determine the amount for which it may be liable to the Obligees and, as soon as practicable after the amount is determined, make payment to the Obligees.
- B. After Obligees has provided Surety with written notice of the Principal's default, and during the Investigatory Period and any subsequent period before the commencement of work under paragraph A, subparagraphs 1 or 2, Obligees may take action pursuant to its Subcontract rights to mitigate the damages caused by the Principal's default. To the extent that Obligees performs obligations under the Subcontract during this period (the "Mitigation Work") Obligees shall be entitled to deduct the Cost of the Mitigation Work from the Balance of the Subcontract Price. To the extent the Balance of the Subcontract Price is exhausted, and Surety elects to proceed under paragraph A, subparagraphs 1, 2, 3 or 4, Surety shall reimburse Obligees for the difference between the Balance of the Subcontract Price and the Cost of the Mitigation Work incurred and paid by Obligees.
- C. If Surety proceeds under paragraph A, subparagraphs 1, 2, 3, 4 or 6, Surety may additionally advise in its notice of its election to Obligees that the Obligees' claim is disputed as to liability and/or amount and Surety is proceeding under a reservation of all rights and defenses. In that event, Surety shall make all payments otherwise called for under this Bond. However, in the event it is determined that Surety is not liable, in whole or in part, under this Bond and Surety expended monies in excess of the funds paid by Obligees to Surety, then Surety shall be entitled to recover the excess from Obligees.
- D. The Surety's aggregate liability is limited to the Penal Sum of this Bond, regardless of whether the liability arises from the actions or failure to act of Principal or Surety. All amounts expended by the Surety under paragraphs A and/or B and/or C of this Bond, in excess of funds paid by Obligees to Surety, shall be credited against the Penal Sum. However, in the event it is determined that Surety expended monies in excess of the Penal Sum of this Bond, then Surety shall be entitled to recover the excess from Obligees. The Penal Sum of this Bond shall automatically be increased or decreased by the amount of any change order, provided the change order(s) do not, either singly or in the aggregate, exceed 10% of the original Subcontract amount. Should any change order singly or in the aggregate exceed 10% of the original Subcontract amount, Surety's written consent must be obtained by Obligees in order to increase the penal sum.
- E. Definitions:
- (1) The term "Balance of the Subcontract Price," as used in this Bond, shall mean the total amount payable by Obligees to Principal under the Subcontract and any amendments thereto, less the amounts heretofore properly paid by Obligees under the Subcontract.
  - (2) The term "Cost of the Mitigation Work" means the cost actually incurred by Obligees in proper performance of work under the Subcontract, including remedying defects in the work of the Principal. Such costs shall be at rates and hours not higher than the standard customarily incurred at the place of the Project except with the prior written consent of the Surety. Obligees' overhead (both field and home office) as well as profit shall be included in the Cost of the Mitigation Work at a markup of 15% to the actual labor, material,

EXHIBIT "F"

equipment, and subcontractor costs incurred and paid for by Obligee. Obligee shall not apply markup to the cost of any subcontractor that is affiliated with Obligee.

- F. Notwithstanding any provision in this Bond and any document incorporated herein to the contrary, any proceeding, legal or equitable, under this Bond must be instituted in a court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of default or within two years after the Principal ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- G. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.
- H. Any notice given or any demand made under this Bond shall be given in writing and may be provided to the following email address \_\_\_\_\_ or given by any method of delivery that provides evidence or confirmation of receipt, including personal delivery, express courier (such as Federal Express), and prepaid certified or registered mail with return receipt requested. The Surety's address for notice is \_\_\_\_\_.
- I. The Surety shall not be liable to the Obligee or others for obligations of the Principal that are unrelated to the Subcontract work, and the Balance of the Subcontract Price shall not be reduced or set off on account of any such unrelated obligations.
- J. The Surety hereby waives notice of change, including changes of time, to the Subcontract, purchase orders or other obligations.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Principal)

By: \_\_\_\_\_

(Surety)

By: \_\_\_\_\_, Attorney-in-Fact

## SUBCONTRACTOR PAYMENT BOND

Bond No.:

KNOW ALL BY THESE PRESENTS, That we, (subcontractor's name), called the Principal, and (surety's name), a (state) corporation, called the Surety, are held and firmly bound unto F.A. Wilhelm Construction Company, Inc. with its address at 3914 Prospect Street, Indianapolis, IN 46203, hereinafter called the Obligee, in the sum of U.S. Dollars (\$) (the "Penal Sum"), for the payment whereof said Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

WHEREAS, the Principal has entered into a subcontract numbered with the Obligee, dated , for project ("Subcontract").

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall promptly make payment to all Claimants as hereinafter defined for all labor and material used, consumed or incorporated in the performance of the construction work to be performed under the Subcontract, then this obligation shall be void; otherwise to remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as one other than the Obligee having a contract with the Principal or with a direct subcontractor of the Principal to supply labor and/or materials and such labor and/or materials are actually used, consumed or incorporated in the performance of the construction work under the Subcontract.

2. The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every Claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed or materials were furnished by such Claimant, may bring suit on this bond, prosecute the suit to final judgment for the amount due under Claimant's contract for the labor and/or materials supplied by the Claimant which were used, consumed or incorporated in the performance of the work, and have execution thereon; provided, however, that a Claimant having a direct contractual relationship with a direct subcontractor of the Principal shall have a right of action on this bond only if said Claimant notifies the Principal and Surety in writing of its claim within ninety (90) days from the date on which said Claimant did or performed the last labor and/or materials for which the claim is made. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the project is located, save that such service need not be made by a public officer.

3. No suit or action or arbitration shall be commenced hereunder by any Claimant:

**a. After the expiration of the earlier of: (1) one year after the day on which the Claimant last supplied the labor and/or materials for which the claim is made; or (2) the limitation period set forth in the public works bond statutes, if any, in the location where the construction work is being performed. Any limitation contained in this bond which is prohibited by any law controlling in the state where the suit is filed shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by the law of that state, and said period of limitation shall be deemed to have accrued and shall**

EXHIBIT "F"

**commence to run on the day the Claimant last supplied the labor and/or materials for which the claim is made; and**

b. Other than in a state court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

The Obligee shall not be liable for the payment of any costs or expenses of any such suit action or arbitration.

4. The Penal Sum of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder. The Surety's liability hereunder is limited, singly, or in the aggregate, to the Penal Sum of the bond set forth herein.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Principal)

By: \_\_\_\_\_

(Surety)

By: \_\_\_\_\_  
, Attorney-in-Fact

Sample Subcontract Agreement

EXHIBIT "F"

**DUAL OBLIGEE  
RIDER**

To be attached to and form a part of Performance/Payment Bond No. \_\_\_\_\_, executed concurrently with this rider, it is agreed that:

Surety, and \_\_\_\_\_

\_\_\_\_\_, Principal,

for valuable consideration, hereby agree that the Bond executed in favor of \_\_\_\_\_

\_\_\_\_\_, Obligee,

in connection with a contract for: \_\_\_\_\_

\_\_\_\_\_ which bond and contract are made a part of hereof by reference, shall now include as an additional Obligee:

\_\_\_\_\_ in its capacity as \_\_\_\_\_ for the aforementioned project.

The Surety shall not be liable under this bond to the Obligees, or either of them, unless the said Obligees, or either of them, shall make payments to the Principal or to the Surety, in case the Surety arranges for the completion of the contract upon default of the Principal, strictly in accordance with the terms of said contract as to payments, and shall perform all the other obligations to be performed under said contract at the time and in the manner therein set forth.

In no event shall the Surety be liable in the aggregate to both Obligees for more than the penal sum of its Performance Bond, nor shall it be liable except for a single payment for each single breach or default. At the Surety's election, any payment due to either Obligee may be made by its check issued jointly to both.

WITNESS the following signatures and seals this day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_, **Attorney-in-Fact**

Attest: \_\_\_\_\_ (Principal)

By: \_\_\_\_\_

# Documents Log

*Sample Subcontract Agreement*

# Project Schedule

Sample Subcontract Agreement

EXHIBIT "I"



**SCAFFOLD/EQUIPMENT AGREEMENT**  
**F.A. Wilhelm Construction Co., Inc. ("Wilhelm")**

3914 Prospect Street;  
Indianapolis, Indiana 46203  
(317) 359-5411 FAX: (317) 359-8346

**LICENSEE:**

**PROJECT:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**OWNER:**

**ARCHITECT:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

JOB #	COST CODE:	DATE:
-------	------------	-------

WHEREAS, Wilhelm has made available certain scaffolding and/or equipment (hereinafter "Scaffold/Equipment") which has been erected or furnished (and/or rented/leased) at the Project, and is described as follows:

\_\_\_\_\_  
\_\_\_\_\_

WHEREAS, Licensee wishes to use the above described scaffold/equipment in order to perform its work at the Project.

NOW, THEREFORE, Wilhelm and Licensee acknowledge and agree as follows:

1. **Use of Scaffold/Equipment.** Licensee may use the above-described scaffold/equipment on the Project for the following purposes:

\_\_\_\_\_  
\_\_\_\_\_

2. **Additional Compensation** (if applicable). In addition to the other good and valuable consideration provided by Licensee as set forth herein, Licensee shall provide the following compensation to Wilhelm:

\_\_\_\_\_  
\_\_\_\_\_

3. **Acknowledgment of Scaffold/Equipment Condition.** Licensee hereby confirms that a qualified representative of Licensee has inspected the scaffold/equipment, and warrants that the scaffold/equipment is in safe and satisfactory condition for use by Licensee's employees.

4. **Qualified Use of Scaffold/Equipment.** Licensee hereby confirms and is responsible that all users of scaffold/equipment shall have the appropriate training and/or awareness to operate and/or use said scaffold/equipment in accordance with all applicable regulations. Licensee is responsible for ensuring all users are trained and qualified as necessary prior to use.

**TERMS & CONDITIONS OF THIS SCAFFOLD/EQUIPMENT AGREEMENT ARE CONTINUED ON THE FOLLOWING PAGES.**

\_\_\_\_\_  
This Scaffold/Equipment Agreement entered into as of the date written above.

**WILHELM**

**LICENSEE**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

## EXHIBIT "I"

5. **Inspection and Repair.** Prior to each use of the scaffold/equipment by the employees of Licensee, a qualified representative of Licensee shall make a complete inspection of the scaffold/equipment. If said inspection reveals any defects or dangerous conditions, said information shall be communicated to the management of Wilhelm in writing. Licensee shall cause any defective scaffold/equipment to be repaired before it is used by any person, including Licensee's employees. Licensee shall provide the management of Wilhelm with written notice of any repairs made upon the scaffold/equipment. If Licensee cannot safely repair the scaffold/equipment or if said repairs cannot be made by a qualified worker in a proper and workmanlike manner, Licensee shall immediately cease to use the scaffold/equipment and shall immediately provide the management of Wilhelm with written notice of the condition of the scaffold/equipment.
6. **Alterations and Modifications.** Other than repairs of defects or dangerous conditions as required by Paragraph No. 5, Licensee shall not make any alterations or modifications to the scaffold/equipment without first obtaining written authorization from the management of Wilhelm. Unless otherwise directed in writing by the management of Wilhelm, Licensee, upon completing its use of the scaffold/equipment and before turning the scaffold/equipment back over to Wilhelm, shall: a) remove any alterations or modifications made pursuant to this paragraph; b) return the scaffold/equipment to the same condition and configuration that it was in as of the date this Scaffold/Equipment Agreement was entered into; and c) have a qualified representative inspect the scaffold/equipment and warrant that it is in safe and satisfactory condition for the continued use by Wilhelm.
7. **Safety.** Licensee shall take the proper precautions to protect all persons and property from being injured by Licensee's use of the scaffold/equipment or the condition of the scaffold/equipment, shall comply with any safety measures initiated by Wilhelm, and shall comply with OSHA and any other applicable Federal, State or local safety laws, rules, orders or regulations.
8. **Use of Scaffold/Equipment by Others.** Licensee shall not allow any person other than its own employees to use the scaffold/equipment without written authorization from Wilhelm's management. If Licensee is aware of people trespassing upon the scaffold/equipment, Licensee shall immediately notify Wilhelm's management of the trespassing.
9. **Insurance Coverage.** Prior to its use of the scaffold/equipment, Licensee shall procure and maintain in force the insurance that is called for by the Subcontract Agreement between Wilhelm and Licensee on the above referenced Project.
10. **Release.** Licensee does hereby UNCONDITIONALLY RELEASE AND FOREVER DISCHARGE Wilhelm, Owner, Architect, and their respective officers, directors, agents, employees, legal representatives, subsidiaries, predecessors, successors and assigns (hereinafter collectively referred to as "Released Parties") from any and all claims, causes of action or demands for damages, losses, costs, attorney fees, expenses or consequential damages of any nature whatsoever which arise out of, are related to or connected with the condition of the scaffold/equipment or the use of scaffold/equipment by Licensee.
11. **Indemnification.** To the fullest extent permitted by law, Licensee shall indemnify, hold harmless, and defend at its own expense the Released Parties from and against any and all claims, causes of action, demands, damages, losses and expenses (including litigation costs and attorney's fees) of any nature whatsoever, including but not limited to claims for or relating to injury, sickness or disease to any persons (including death), damages to property (including the lost use thereof and consequential damages therefrom) or economic loss, which arise out of, are alleged to arise out of, are related to or connected with: a) the condition or use of the scaffold/equipment during the time period when Licensee uses or has the right to use the scaffold/equipment; b) the Licensee's breach of this Scaffold/Equipment Agreement; and/or c) any act or omission of Licensee, its subcontractors or material suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; regardless of whether or not such claim, cause of action, damage, loss or expense is contributed to or caused by the negligence, breach of contract or warranty, strict liability, or any other breach of duty of any Released Party; provided, however, that Licensee shall not be obligated to indemnify a Released Party for its sole negligence or willful misconduct where such indemnification is contrary to law, but otherwise it is the intent of the parties that Licensee shall indemnify the Released Parties to the fullest extent permitted by law.
12. **Governing Law.** This Scaffold/Equipment Agreement and the rights and duties of all persons arising from or related to this Scaffold/Equipment Agreement shall be governed by the laws of the State of Indiana. Any dispute arising under or related to this Scaffold/Equipment Agreement, shall be brought only in state court in Marion County, State of Indiana, or if federal jurisdiction is available, in the U.S. District Court for the Southern District of Indiana. The parties to this Scaffold/Equipment Agreement agree to: a) participate in mediation; b) accept such venues if mediation is unsuccessful; c) waive trial by jury in all proceedings; and d) to waive, as against each other, any claim or entitlement to punitive or exemplary damages.

## EXHIBIT "1"

13. **Severability.** If any term, provision or part of a provision to this Scaffold/Equipment Agreement should be invalid or unenforceable under the governing law, the validity and enforceability of the remaining terms, provisions and parts thereof shall not be affected, with interpretation and enforcement to occur as if such invalid or unenforceable term, provision or part was never written.
14. **Entire Agreement.** This Scaffold/Equipment Agreement represents the entire integrated agreement between Licensee and Contractor, and supersedes all prior negotiations, representations or agreements relating to Licensee's use of the scaffold/equipment.

Sample Subcontract Agreement



## EXHIBIT "J"

### BIM Technical Kickoff Package

#### OVERVIEW

These guidelines are prepared to serve as a basic standard and to be used in developing a consistent plan for coordination, collision detection, and information exchange. Before setting this plan, F.A. Wilhelm has captured the collective VDC goals and uses on the project. There are many ways to use VDC through design, construction, and facility management. We have worked to define what is critical to the owner.

The collective goals and uses for this project are:

- (fill this area in with any project-specific goals, challenges, focal points, owner concerns, etc.)
- Planning
- Coordination
- Quality
- Efficiency
- Lessons Learned

It is important to understand that this is a collaborative, iterative process and that each model upload represents a snapshot of your work at the time it is uploaded. The expectation is that you will make consistent progress as required to support the project schedule and to deliver a quality coordinated installation to the owner.

#### 1. SOFTWARE

Software being used by teams for coordination is listed below. Any object enablers required to view your model files must be uploaded to the project Box site; more details regarding the Box site can be found in section 5 of this document.

COMPANY	SOFTWARE	FUNCTION	VERSION
Construction Manager <i>F.A. Wilhelm Construction</i>	Revit / AutoCAD Navisworks Manage Box	Modeling Coordination Model & File Collaboration	2020 2020 Box Drive
Mechanical / Plumbing <i>Trade Contractor</i>	Revit / AutoCAD MEP Navisworks Manage Box	Modeling Model Coordination Model & File Collaboration	20XX 20XX Box Drive
Electrical <i>Trade Contractor</i>	Revit / AutoCAD MEP Navisworks Manage Box	Modeling Model Coordination Model & File Collaboration	20XX 20XX Box Drive
Fire Protection <i>Trade Contractor</i>	Revit / AutoCAD / HydraCAD Navisworks Manage Box	Modeling Model Coordination Model & File Collaboration	20XX 20XX Box Drive
Structural Steel <i>Trade Contractor</i>	Tekla Structures / SDS/2 Navisworks Manage Box	Modeling Model Coordination Model & File Collaboration	20XX 20XX Box Drive
(Specialty / Other / Misc.) <i>Trade Contractor</i>	Revit / AutoCAD MEP Navisworks Manage Box	Modeling Model Coordination Model & File Collaboration	20XX 20XX Box Drive

# EXHIBIT "J"

## BIM Technical Kickoff Package

### 2. MODEL SCOPE OVERVIEW

Please include the following scope and level of detail in the model files. This is just a quick look at model scope and detail. As a general assumption and guideline, **"if you install it, model it"**. If it is not shown in the model and creates field coordination issues, you will be responsible for moving it in the field at no additional cost. Specific questions can be addressed later along with requirements of contracts.

All conduits/piping in runs of 2 or more need to be modeled regardless of size.

DISCIPLINE	MODEL EXAMPLES INCLUDE BUT ARE NOT LIMITED TO:		
Mechanical	Equipment Low Pressure Duct VAV Boxes Valves	Major Equipment Pads Medium Pressure Duct Mechanical Piping Valve Handles	Space Constraints Diffusers Hangers or Supports Firestop Sleeves (XYZ)
Electrical	Equipment Cable Trays Panel Boards Junction Boxes	Major Equipment Pads Hangers or Supports Duct Banks Branch & Feeder Conduit	Lighting Fixtures Bus Duct Space Constraints Firestop Sleeves (XYZ)
Plumbing	Equipment Vents Sanitary Lines	Fixtures Hangers or Supports Space Constraints	Main Lines HW and CW Line Firestop Sleeves (XYZ)
Fire Protection	Sprinkler Mains Panels/Boxes Inspector's Tests	Sprinkler Branches Sprinkler Head Drops Hangers or Supports	FP Pumps/Equipment Space Constraints Firestop Sleeves (XYZ)

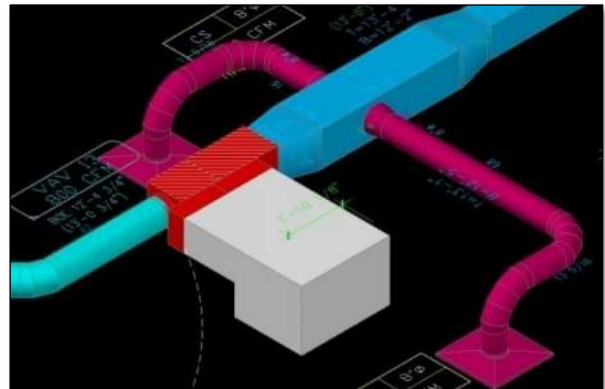
### SPACE CONSTRAINTS

Space Constraints are areas that equipment, MEP/FP systems, architecture and structural components need for **maintenance, installation, or access**. Space constraints must be modeled, where applicable, by all disciplines.

The example below shows a VAV box with a space constraint for maintenance. This is typically drawn in 2D, but for added coordination, the space is extruded into a 3D element. Place these elements on different layers (or via alternate designation) from other items for use within coordination software. Collision checks with these areas are highlighted as issues if other systems are passing through them. These items can be turned off for plotting.



2D View of a VAV and its Space Constraint



Clearance Zone for Maintenance Purposes

# EXHIBIT "J"

## BIM Technical Kickoff Package

### 3. VDC TEAM ROLES

Throughout the coordination process, various team members will act in several roles. Below are definitions of these roles and a chart showing who will be filling each of those roles.

#### BIM COORDINATION LEAD

During coordination F.A. Wilhelm or a Trade Contractor will assume the role of BIM Coordination Lead. By taking on this role this party will be responsible for:

- Running clash detection in accordance with F.A. Wilhelm's guidelines and best practices.
- Running a weekly clash review meeting with other Trade Contractors to discuss and resolve all clashes identified by the Coordination Lead.

#### TRADE BIM COORDINATORS

Trade BIM Coordinators are responsible for updating models of their scope of work throughout the coordination process and uploading those model changes at least once per week. It is expected that Trade BIM Coordinators are reaching-out to one another individually (outside of our regularly scheduled group meetings) to actively coordinate throughout each week.

#### FAW VDC SUPPORT

FAW VDC Support associates are VDC specialists who will participate in all aspects of VDC on a project. Specifically regarding coordination their responsibilities include:

- Organizing coordination startup.
- Assisting the Coordination Lead and Trade BIM Coordinators with technical issues that may impact the coordination process (e.g. model alignment issues, model conversion problems, etc.).
- Providing oversight for the BIM Coordination process and assistance to ensure that coordination proceeds according to our standards for quality and excellence.

#### FAW PROJECT ENGINEERS (PE)

FAW PEs are responsible for management of the Trade Contractors. Specifically regarding coordination, their responsibilities include:

- Review and submission of RFIs.
- Review and submission of shop drawings.

ROLE	ORGANIZATION	PERSON (CONTACT INFORMATION LOCATED IN SECTION 11)
BIM Coordination Lead	TBD	Contractor Contact
Trade BIM Coordinators	TBD TBD TBD TBD TBD	Trade Contractor Contact Trade Contractor Contact Trade Contractor Contact Trade Contractor Contact Trade Contractor Contact
FAW VDC Support	F.A. Wilhelm	Office Support Contact Name
FAW PE	F.A. Wilhelm	PE Contact (Mechanical / Plumbing)
FAW PE	F.A. Wilhelm	PE Contact (Electrical)
FAW PE	F.A. Wilhelm	PE Contact (Fire Protection)

# EXHIBIT “J”

## BIM Technical Kickoff Package

### 4. BIM COORDINATION SERVICE & QUALITY WALKS REQUIRED

Weekly coordination meetings are held to review and resolve coordination issues. Meeting time will be coordinated with the field meeting schedule.

Initial test model upload is performed by all team members prior to starting the weekly cycle. Objectives are:

1. Team members upload latest model information to Box; file formats and naming convention can be found in section 8 of this document.
2. Confirm model geometry is accurately shown in Navisworks.
3. Geometry is correctly aligned in the X, Y, and Z planes.
  - a. To verify correct alignment upfront, each model's initial upload is required to include at least 2 grid intersection references represented with both 2D and 3D geometry; these references can be deleted after alignment is verified and the respective Trade Contractor feels comfortable with their model alignment going forward.

Weekly coordination cycle includes:

#### COORDINATION LEAD

CL1. Trades merge their models for review within Box and Navisworks. The BIM Coordination Lead runs clash detection and organizes clashes into groups for review at the Clash Resolution Meeting.

#### TRADE CONTRACTORS

- TC1. Weekly (at minimum) uploading of model files to Box.  
 TC2. Trades model and continue updating and adding to their existing shop models.

#### BOTH TEAMS

BT1. Clash Resolution Meeting: the purpose of this meeting is for the BIM Coordination Lead and Trade BIM Coordinators to review and collaborate on resolutions to all clashes found in that week's clash detection. If necessary to meet the schedule, multiple Clash Resolution Meetings may be held per week.

#### EXTENDED TEAM

- ET1. BIM MEP Coordination Meeting: the purpose of this meeting is to review major issues, issues that require RFIs, the coordination schedule, and other items the trades will need to continue the coordination process. These meetings are to include an extended team of attendees, such as Superintendents, Project Managers, and the Design Team; Design Team involvement will vary week-by-week.  
 ET2. Virtual Quality Walk meetings take place after an area is considered to be coordinated/clash-free by the BIM coordination team. Superintendents, Project Managers, and the Trade BIM Coordinators are required to be in attendance for this final review of the area before moving into shop drawings and fabrication; additionally, the Design Team and Owner will be invited to attend. These meetings will commonly be held during the same scheduled time as the typical weekly BIM MEP Coordination Meeting.

WEEKLY COORDINATION CYCLE TASKS		MON.	TUES.	WED.	THURS.	FRI.
TC1.	File Upload Deadline					Noon
CL1.	Model Compilation / Clash Detection					
BT1.	Clash Resolution Meeting					
TC2.	Trade Team Modeling and Updates					
ET1.	BIM MEP Coordination Meeting					
ET2.	Virtual Quality Walk (Final Visual Review)					

*Typical Weekly Cycle Example (Project-Specific Weekly Cycle to be Set by Project Team)*

# EXHIBIT "J"

## BIM Technical Kickoff Package

### 5. BOX SITE LOCATION

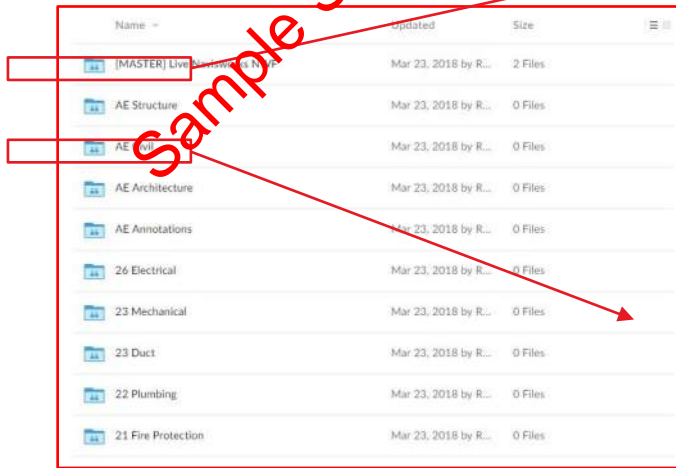
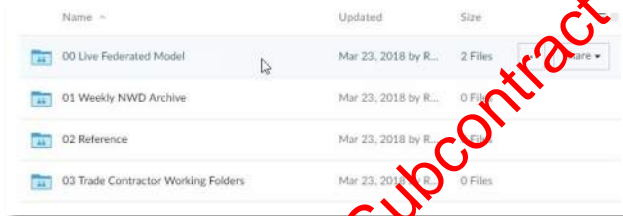
All project files are to be uploaded to the designated Box site. Access to the Box site will be provided to the active participants in the coordination process. If additional team members desire access, please contact your FAW VDC support associate to provide them with contact information and permission levels they will require.

### 6. BOX SITE FOLDER STRUCTURE & BOX DRIVE FEATURE

Individual trade models are to be uploaded to their corresponding folder(s); standard BIM coordination folder structure is shown below.

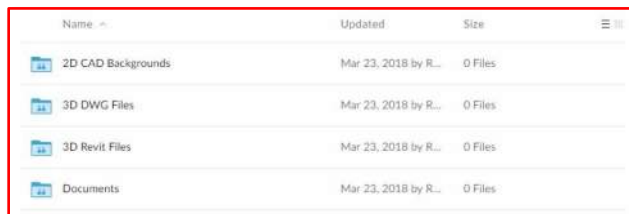
#### BOX SITE FOLDER STRUCTURE OVERVIEW

00 Live Federated Model <i>Master NWF &amp; Trade-Specific Linked NWC Folders Within</i>	storage location where our working version of our composite model file (also referred to as Federated Model) will be located as well as individual trade-specific folders that house each respective linked model file
01 Weekly NWD Archive	storage location where our published versions of our composite model file will be stored (for ease of sharing and general reference)
02 Reference	serves as a general file depository and exchange location; files located in this section should not be actively linked to the Live Federated Model
03 Trade Contractor Working Folders	serves as a storage location where each respective trade contractor may store their working files if they wish to utilize Box's platform and features



Interface of Box Site Folder Structure on Box.com

00 Live Federated Model Section of Box Site Folder Structure



02 Reference Section of Box Site Folder Structure

# EXHIBIT "J"

## BIM Technical Kickoff Package

### BOX DRIVE SETUP INSTRUCTIONS & OPTIONAL BOX FEATURES

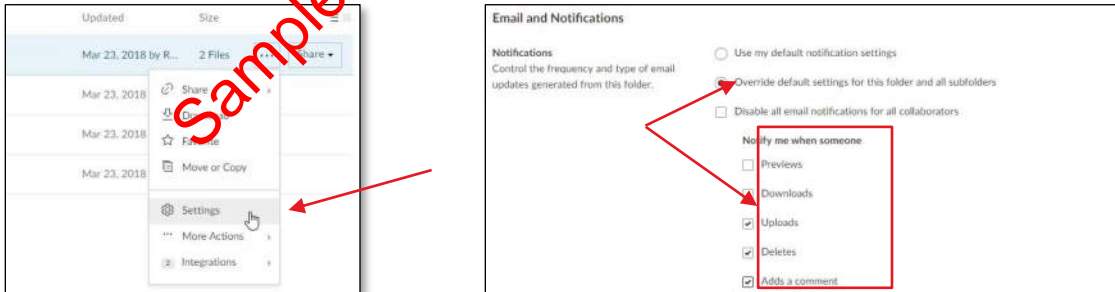
1. Download and install Box Drive: <https://www.box.com/resources/downloads/drive>
  - a. Box Drive allows users to view the Box site and all its contents in a Windows Explorer folder view.

(For current Box Sync users, [click here](#) for information on Box Drive vs. Box Sync.)

2. By default, Box Drive will not automatically download or sync any folders to your computer; as you open files or require other files as external references (such as NWCs that make up a NWF file or XREFs used/linked within a DWG file), it will download and cache them on your local hard drive.
  - a. If you would like a particular folder to always download the latest subfolders/files within that folder, you can simply right-click on the respective folder and select the option to **"Make Available Offline"**.
    - i. Once this feature has been enabled on a particular folder, you can right-click on the same folder and select **"Make Available Online Only"** if you no longer wish to have it synced.



3. Setup preferred email notification settings (default and overrides for specific Box sites can be modified):



### IMPORTANT NOTES RELATING TO THE BOX DRIVE FEATURE & FUNCTIONALITY



1. If you delete a folder from your Box Drive folder, it will assume you want to delete that entire folder and all of its contents/subfolders from the Box site without warning.
2. If you delete individual files from your Box Drive folder, it will assume you want to delete them from the Box site without warning.

# EXHIBIT "J"

## BIM Technical Kickoff Package

Name	Date modified	Type	Size
File folder (4)			
00 Live Federated Model	3/26/2018 11:16 AM	File folder	
01 Weekly NWD Archive	3/26/2018 11:16 AM	File folder	
02 Reference	3/26/2018 11:16 AM	File folder	
03 Trade Contractor Working Folders	3/26/2018 11:16 AM	File folder	

Name	Date modified	Type	Size
File folder (10)			
[MASTER] Live Navisworks NWF	3/26/2018 11:29 AM	File folder	
21 Fire Protection	3/26/2018 11:16 AM	File folder	
22 Plumbing	3/26/2018 11:16 AM	File folder	
23 Duct	3/26/2018 11:16 AM	File folder	
23 Mechanical	3/26/2018 11:16 AM	File folder	
26 Electrical	3/26/2018 11:16 AM	File folder	
AE Annotations	3/26/2018 11:16 AM	File folder	
AE Architecture	3/26/2018 11:16 AM	File folder	
AE Civil	3/26/2018 11:16 AM	File folder	
AE Structure	3/26/2018 11:16 AM	File folder	

Interface of Box Site Folder Structure When Utilizing Box Drive

00 Live Federated Model Folder of Box Site When Utilizing Box Drive

Name	Date modified	Type	Size
File folder (4)			
2D CAD Backgrounds	3/26/2018 11:16 AM	File folder	
3D DWG Files	3/26/2018 11:16 AM	File folder	
3D Revit Files	3/26/2018 11:16 AM	File folder	
Documents	3/26/2018 11:16 AM	File folder	

02 Reference Folder of Box Site When Utilizing Box Drive

Sample Subcontract Agreement

# EXHIBIT "J"

## BIM Technical Kickoff Package

### 7. DRAWING / MODELING / EXPORTING STANDARDS

A list of best practices and/or lessons learned when drawing, modeling, or exporting particular objects and files.

- NWC Exports: When Exporting Level-Based Models, **Utilize the Floor Plans' "View Range" in Conjunction With the "Orient to View" Function/Technique** in Order to Cut Each Level-Based Model Precisely at Essentially Top of Slab/Floor Elevations in the Z-Direction; If Required to Cut Each Floor into Separate Areas, **a Square Crop Box Can Be Used** in the Floor Plan Being Utilized for "Orient to View" in Order to Crop Information in the X/Y-Directions (Ask Your BIM Lead Coordinator Unaware of this Method)
- NWC Exports: **Hide "Revit Links"** in NWC Export Views or **Make Sure "Convert linked Revit files" Checkbox is Not Selected/Checked** in "Navisworks settings..." (Button Found at Bottom of NWC File Naming Dialog Box During NWC Export Process)
- NWC Exports: **Hide "Imported Categories"** in NWC Export Views or **Make Sure "Convert linked CAD formats" Checkbox is Not Selected/Checked** in "Navisworks settings..." (Button Found at Bottom of NWC File Naming Dialog Box During NWC Export Process)
- Clearance Zones: **Ensure Clearance Zones Are Assigned a Separate Material** From Their Respective Equipment (**Name Their Material "Clearance"** So All Clearances Can Be Easily Selected En Masse)
- NWC Exports: Remove/Hide Miscellaneous Items Drawn Off to the Sides of Models (aka, "Model Junk")
- NWC Exports: Unless Notified Otherwise By BIM Lead Coordinator, Export NWCs Per **Shared Coordinates** in "Navisworks settings..." (Button Found at Bottom of NWC File Naming Dialog Box During NWC Export Process)

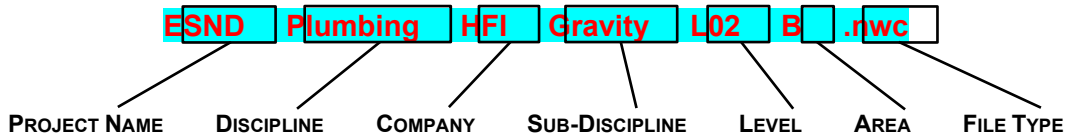
### 8. FILE NAMING AND FORMAT

Model files are to conform to the standards below before being uploaded to the designated Box site.

#### FILE FORMAT

The minimum expectation is a **2020 3D NWC / IFC and a 3D native file (RVT / DWG / etc.)** are to be provided.

#### FILE NAMING



DATE	PROJECT NAME	DISCIPLINE	COMPANY	SUB-DISCIPLINE	LEVEL	AREA
YYMMDD	ESND	Architecture	FAW	Steel	L00	A
		Structure	AE (varies)	Precast	L01	B
		Duct	TC (varies)	Power	L01M	C
		Hydronic		Lighting	L02	D
		Process		Equipment	L03	
		Electrical		Gravity	L04	
		Plumbing		Pressure	ROOF	
		Fire Protection		Gridlines	(etc.)	
		Annotations		Room Tags		
		(etc.)		(etc.)		

EXHIBIT "J"

BIM Technical Kickoff Package

*Diagram of File Naming Convention*

Sample Subcontract Agreement

## EXHIBIT "J"

### BIM Technical Kickoff Package

#### 9. FILE ORIENTATION IN THE XYZ

All models produced by Trade Contractors and F.A. Wilhelm that are uploaded to Box will need to be located to match the agreed upon alignment for this project. A 2D CAD reference file with the project grid lines located in the appropriate coordinate system is available on the Box site. The expectation is that each modeler will begin modeling by referencing this CAD file, origin to origin.

Design team models that have NWC exports into the merged model will be aligned in Navisworks via the "Units and Transform" function; these transform values will be defined for the team and posted to the Box site.

All trade contractor drawings are required to have the designated gridline intersection at the X and Y coordinates below. The designated gridline corresponds to plan north, not true north.

The XY-alignment as well as the Z-elevation to be used for this project's coordination models are defined as:

AXIS	DIMENSION	REFERENCE GRID/LEVEL
X	0'	A
Y	0'	1
Z	0' / Sea Level	L01 FFE
<b>Note:</b> Reference "Coordination Grid" File in 2D CAD Backgrounds Section of Box Site		

XYZ Drawing Location

#### 10. LAYERING

If using a DWG-based modeling software, internal format for layer names can remain the same with exception to major equipment. Please separate each major piece of equipment onto its own respective layer; the minimum expectation would be that any piece of equipment that is given a unique identifier on the contract documents is assigned to its own layer.

Please send layering list with brief layer description to the F.A. Wilhelm VDC support contact at the end of this document.

*Examples:*      *Layer Name:*                      **SA-BOH-AHU**  
*Layer Description:*                      **Supply Air - Back of House - AHU**

*Layer Name:*                                      **AHU-03**  
*Layer Description:*                              **Air Handling Unit Identified as AHU-03 on Contract Documents**

**If using Revit, use either the Comments parameter or a custom Project Parameter to label equipment per its respective unique identifier on the contract documents.**

EXHIBIT "J"

BIM Technical Kickoff Package

11. CONTACT INFORMATION

The contact information below uses all of the team members involved with the BIM / MEP coordination effort.

A. MAIN MODELING CONTACTS

COMPANY	NAME	TITLE	ROLE	PHONE / EMAIL
Mechanical / Plumbing TC	Person	Title	HVAC Modeler & Coordinator	(###) ###-#### (O/M) email@company.com
Mechanical / Plumbing TC	Person	Title	Plumbing Modeler & Coordinator	(###) ###-#### (O/M) email@company.com
Electrical TC	Person	Title	Electrical Modeler & Coordinator	(###) ###-#### (O/M) email@company.com
Fire Protection TC	Person	Title	Fire Protection Modeler & Coordinator	(###) ###-#### (O/M) email@company.com
(Specialty / Other / Misc. TC)	Person	Title	Role	(###) ###-#### (O/M) email@company.com

Main Modeling Contact List

B. BIM COORDINATION CONTACTS

COMPANY	NAME	TITLE	ROLE	PHONE / EMAIL
Coordination Lead GC/TC	Person	Title	Coordination Lead	(###) ###-#### (O/M) email@company.com
F.A. Wilhelm	Person	Title	VDC Support	(###) ###-#### (O/M) email@fawilhelm.com
F.A. Wilhelm	Person	Title	PE	(###) ###-#### (O/M) email@fawilhelm.com
F.A. Wilhelm	Person	Title	Project Manager	(###) ###-#### (O/M) email@fawilhelm.com
F.A. Wilhelm	Person	Title	Superintendent	(###) ###-#### (O/M) email@fawilhelm.com
Mechanical / Plumbing TC	Person	Title	Project Manager	(###) ###-#### (O/M) email@company.com
Mechanical / Plumbing TC	Person	Title	Superintendent	(###) ###-#### (O/M) email@company.com
Electrical TC	Person	Title	Project Manager	(###) ###-#### (O/M) email@company.com
Electrical TC	Person	Title	Superintendent	(###) ###-#### (O/M) email@company.com
Fire Protection TC	Person	Title	Project Manager	(###) ###-#### (O/M) email@company.com
Fire Protection TC	Person	Title	Superintendent	(###) ###-#### (O/M) email@company.com
(Specialty / Other / Misc. TC)	Person	Title	Role	(###) ###-#### (O/M) email@company.com

BIM Coordination Contact



**SUBCONTRACT EXHIBIT 2 – SAMPLE PURCHASE ORDER**



“Date”

**RE: #20250072 IU Launch Accelerator for Biosciences**

[Insert Person’s Name from Viewpoint]

Attached for your company’s signature is Purchase Order # \_\_\_\_\_ - \_\_\_\_\_ dated \_\_\_\_\_.  
An authorized representative from your firm is to sign this Purchase Order via DocuSign.

***Please note a current - job specific - Certificate of Insurance is required to be on file prior to delivery of materials. Submit Certificate of Insurance to [inscerts@fawilhelm.com](mailto:inscerts@fawilhelm.com).***

If you have any questions, please contact this office at the listed address below.

Sincerely,

“Name”

“Title”

cc: FAW PM  
Accounting  
Insurance



PO#  
Date:

# PURCHASE ORDER

## F. A. WILHELM CONSTRUCTION CO., INC. ("Contractor")

3914 PROSPECT STREET • P.O. BOX 516 • INDIANAPOLIS, IN 46206  
TELEPHONE: (317) 359-5411 • FAX: (317) 359-8346

SUPPLIER:

PROJECT: #20250072 IU LAUNCH  
ACCELERATOR FOR BIOSCIENCES

ARCHITECT:

OWNER: INDIANA UNIVERSITY

PRIME CONTRACTOR (if applicable) :

CONSTRUCTION MANAGER (if applicable):  
F.A. Wilhelm Construction Co. Inc.

JOB: 11313	COST CODE:	
Sales and/or Use taxes for location of the Project:	<input type="checkbox"/> Included	<input type="checkbox"/> Excluded

Delivery tickets and invoices must list PO No. and cost code.

**Supplier's Work.** Supplier shall furnish all goods, materials, labor, tools, equipment, services, taxes, wages, employee benefits, insurance, freight and other items required to provide the following to the Project (F.O.B. jobsite) in strict accordance with the Purchase Order Documents:

**Purchase Order Documents.** The Purchase Order Documents consist of: (1) this Purchase Order and any attachments hereto or documents referred to herein; (2) the Prime Contract, consisting of the agreement between Contractor and [insert either - Owner, Prime Contractor or Construction Manager] and the other contract documents incorporated therein, including conditions of the contract (general, supplementary and other conditions), drawings, specifications, and any addenda thereto, which are available for review and on file in the office of Contractor located at the above address; (3) Schedule "A" to this Purchase Order and any documents referred to therein; (4) the attached Project Insurance Requirements; and (5) any other documents set forth below.

**Purchase Order Sum.** Contractor shall pay Supplier for performance of this Purchase Order the Purchase Order Sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), subject to additions and deductions as provided by written change orders. Provided, however, that if the Purchase Order Sum is to be determined on a unit price, time and material or cost of the Work plus a fee basis, such shall be established in Schedule "A".

THE ATTACHED TERMS AND CONDITIONS ARE HEREBY MADE A PART OF THIS PURCHASE ORDER. Acceptance is limited to the terms and conditions set forth in the Purchase Order Documents. Contractor objects to and rejects any additional or different terms and conditions proposed by supplier.

This Purchase Order entered into as of the date written above.

CONTRACTOR

SUPPLIER

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

**TERMS AND CONDITIONS**

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*(Printed name and title)*

---

*(Printed name and title)*

1. Supplier's written acceptance or commencement of any performance or service under this Purchase Order shall constitute Supplier's acceptance of the terms and conditions set forth in the Purchase Order Documents. Contractor objects to and rejects all terms and conditions proposed by Supplier which are different from or in addition to the terms and conditions contained in the Purchase Order Documents and such terms shall not become a part of this Purchase Order. If this Purchase Order is deemed to be an acceptance of a prior offer by Supplier, such acceptance is conditional on Supplier's assent to all additional or different terms and conditions contained in the Purchase Order Documents. The terms and conditions contained in the Purchase Order Documents cannot be changed in any manner except by a Contractor initiated change order pursuant to Paragraph No. 15 below.

2. Unless otherwise noted on the face of this Purchase Order or in Schedule 'A', payment shall be made to Supplier monthly from funds received by Contractor from Owner or Prime Contractor for Supplier's Work on the following schedule: progress payments in the amount of ninety percent (90%) of the value of goods, materials and services delivered to the job site as determined by Contractor and approved by Owner and Prime Contractor. Final payment of the balance due on the Purchase Order Sum shall be made to Supplier within ten (10) working days after receipt by Contractor of final payment from Owner or Prime Contractor for Supplier's Work. These payments are subject to receipt of such backup, delivery tickets signed by Contractor's Project Superintendent, waivers of liens and claims, affidavits, warranties and guarantees as required by the Purchase Order Documents or by Contractor. The Purchase Order Sum includes the cost of all goods, materials, labor, tools, equipment, services, insurance, freight and all other costs of any kind, and Supplier shall be solely responsible for all federal, state and local excise, sales or use taxes applicable to this Purchase Order, and for any license, privilege, income or receipts tax imposed on Supplier. Supplier shall accept any valid sales or use tax exemption certificates. At Contractor's sole discretion, Contractor may make payments to Supplier by joint check payable jointly to Supplier and its suppliers, subcontractors and/or creditors on the Project.

3. The risk of loss, damage, spoilage and deterioration, and all other risks, shall not pass to Contractor until on or after the scheduled delivery date and after Contractor, Owner, Prime Contractor, Construction Manager and Architect have actually inspected and accepted the goods and materials at the location designated for delivery by Contractor. Any rejected goods or materials may be returned at Supplier's expense, including any transportation and other charges and expenses paid by Contractor in connection therewith; no replacement of rejected goods and materials may be made without Contractor's prior written consent.

4. To the extent that the terms and conditions of the Prime Contract apply or relate to Supplier's Work, Supplier agrees to be bound to Contractor by the same terms and conditions which apply to Contractor and assumes toward Contractor all obligations and responsibilities which Contractor assumes toward Owner, Prime Contractor, Construction Manager and/or Architect under the Prime Contract, and agrees to ensure that all of its material suppliers and subcontractors are likewise bound. Where a provision, term or condition of the Prime Contract, this Purchase Order and/or the Purchase Order Documents are in conflict with one another, the provision, term or condition that imposes the greater obligation or responsibility on Supplier shall govern.

5. Supplier may not assign, delegate or subcontract any of its rights, interests or obligations in or under this Purchase Order without Contractor's prior written consent. Notwithstanding Contractor's consent to any such assignment, delegation or subcontracting, Supplier shall not be relieved of any of its obligations pursuant to this Purchase Order, except as otherwise expressly and specifically agreed to in writing by a Contractor initiated changed order pursuant to Paragraph No. 15 below.

## TERMS AND CONDITIONS

6. Supplier shall provide all goods, materials and services required by this Purchase Order on the delivery date set forth on the face of this Purchase Order, unless a separate delivery and/or work schedule is attached to this Purchase Order. Time is of the essence. The delivery and/or work schedule may be revised by Contractor as the Project progresses. Supplier shall provide Contractor with any requested scheduling information of Supplier's Work. Any goods or materials delivered in advance of the scheduled delivery date shall, at Contractor's option, be returned to Supplier or stored by Contractor, at Supplier's cost and risk.

7. To the extent Supplier has been properly paid amounts due under this Purchase Order, Supplier agrees to keep Owner's funds and property free and clear of all liens, claims or encumbrances of any kind of Supplier, its subcontractors or suppliers, or from any others claiming through Supplier.

8. Supplier shall comply with all applicable federal, state and local laws, orders, rules and regulations, and shall obtain and provide all notices to authorities, permits, fees, licenses, assessments, inspections and taxes necessary to complete its Work.

9. Supplier shall take the proper precautions in the performance of its Work to protect all persons and property from being injured by the Work or by the condition of the site, shall comply with any safety measures initiated by Contractor or set forth in the Purchase Order Documents, and shall comply with OSHA and any other applicable federal, state or local safety laws, rules, orders or regulations.

10. Supplier shall be responsible for all field measurements and layout necessary to perform its Work, and shall be responsible for the accuracy of its Work. Supplier shall submit to Contractor shop drawings and samples required by the Purchase Order Documents sufficiently in advance of the time any fabrication or shipment of materials, goods or other item for Supplier's Work is to occur. Review and/or approval by Contractor, Architect, Prime Contractor, Construction Manager or Owner of Supplier's submittals shall in no way relieve Supplier from conforming with the Purchase Order Documents.

11. Supplier warrants that neither the manufacture nor the sale nor use of the goods and materials to be sold will infringe on any United States or foreign patent, trademark, service mark, copyright, trade secret, trade name or other intellectual property right of any third party.

12. Supplier warrants that all goods and materials provided pursuant to this Purchase Order will be new, unless otherwise specified in the Purchase Order Documents, and will be of merchantable quality and fit for the purposes intended by Contractor, Architect, Prime Contractor, Construction Manager and/or Owner. Supplier also warrants the goods, materials and services provided pursuant to this Purchase Order against all deficiencies and defects in design, manufacturing, materials and/or workmanship for a period of one (1) year from the date of substantial completion of the Project or for such period otherwise provided by the Purchase Order Documents, whichever is longer, and agrees to satisfy the same without cost to Owner, Prime Contractor, Construction Manager or Contractor. These warranties shall survive inspection, acceptance and payment, shall run to Contractor, Owner, Prime Contractor and their respective successors and assigns, and shall be in addition to and not in limitation of any other warranty (including manufacturer warranties), right or remedy provided by law, the Purchase Order Documents or any other means. All manufacturer warranties shall be assigned to Owner and Contractor.

13. Prior to the start of its Work, Supplier shall procure and maintain in force, for at least the duration of its Work, insurance as is called for by the attached "Insurance Requirements," plus any additional insurance that is required of Contractor under the Prime Contract. Contractor, Owner, Prime Contractor, Construction Manager and Architect shall be named as additional insureds on each of the required policies, except for workers compensation. Supplier shall furnish insurance certificates to Contractor verifying the required insurance prior to beginning its Work, but no later than

## TERMS AND CONDITIONS

ten (10) calendar days from the date of this Purchase Order. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with Supplier's final application for payment.

14. To the fullest extent permitted by law, Supplier shall indemnify, hold harmless, and defend at its own expense Contractor, Owner, Prime Contractor, Construction Manager, Architect, and their respective agents, employees and assigns (herein collectively referred to as "indemnities") from and against any claims, causes of action, damages, losses and expenses (including litigation costs and attorney's fees) of any nature whatsoever, including but not limited to claims for or relating to injury, sickness or disease to any persons (including death), damages to property (including the lost use thereof and consequential damages therefrom), economic loss, liens, Project delays or intellectual property rights, which arise out of or are alleged to arise out of: a) the performance of Supplier's Work; b) the condition of the goods and/or materials provided pursuant to this Purchase Order; c) the Supplier's breach of this Purchase Order; and/or d) any act or omission of Supplier, its subcontractors or material suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; regardless of whether or not such claim, cause of action, damage, loss or expense is contributed to or caused by the negligence, breach of contract or warranty, strict liability, or any other breach of duty of any indemnitee; provided, however, that Supplier shall not be obligated to indemnify an indemnitee for its sole negligence or willful misconduct where such indemnification is contrary to law, but otherwise it is the intent of the parties that Supplier shall indemnify the indemnities to the fullest extent permitted by law.

15. Supplier may be ordered in writing by Contractor, without invalidating this Purchase Order, to make changes in Supplier's Work consisting of additions, deletions or other revisions, the Purchase Order Sum and Contractor's schedule being adjusted accordingly. Within seven (7) working days of receiving notice of such change, Supplier shall submit to Contractor a quotation covering any addition or deduction to the Purchase Order Sum and any impact to Contractor's schedule, along with all details and backup necessary to support the quotation. Unless otherwise directed in writing by Contractor, Supplier shall not commence such changed or revised work until after Contractor has reviewed and approved Supplier's quotation, and Contractor and Supplier have signed a written change order setting forth any adjustments to the Purchase Order Sum or Contractor's schedule.

16. Supplier agrees that in order for it to make a claim against Contractor for extensions of time or allowable damages which arise out of any event or occurrence not covered by Paragraph No. 15 above, Supplier, as a condition precedent, must give Contractor written notice of such claim within seven (7) working days of the event or occurrence giving rise to the claim or within the time which Contractor has to make such a claim against the Owner or Prime Contractor, whichever is shorter, or the claim will be waived. In no event shall Contractor be liable to Supplier for anticipated profits, business interruption or incidental or consequential damages. Contractor's liability to Supplier for any claim arising out of or relating to this Purchase Order shall be limited to the price allocable to the goods or services or unit thereof which gives rise to the claim.

17. Supplier acknowledges that the Purchase Order Sum includes any and all material and/or labor cost escalation for the duration of the Project and that Supplier shall not be entitled to a change order or adjustment to the Purchase Order Sum for any such material and/or labor cost escalation.

18. To the extent there are any design services required to be performed by Supplier either incidental to Supplier's construction services or as a primary undertaking by Supplier in respect of the Project, such design services shall be procured from licensed, independent design professionals retained by the Supplier or furnished by licensed employees of the Supplier, or as permitted by the law of the place where the Project is located. Supplier shall be responsible for coordinating its design with the Project Architect, engineers and others providing design services for the Project.

## TERMS AND CONDITIONS

Supplier shall prepare, for approval by the Project Architect and engineers, Construction Documents consisting of drawings, specifications, and other appropriate instruments ("Instruments of Service") sufficient to set forth in detail the requirements for the construction of Supplier's Work. Supplier shall assist the Owner, Architect, Engineers, or Contractor in connection with the filing of documents required for the approval of government authorities having jurisdiction over the Project. All ownership of or other rights in respect of the Instruments of Service shall be transferred by Supplier to Owner upon request.

19. Should Supplier fail to satisfy deficiencies in its performance of this Purchase Order (including but not limited to failure to maintain Contractor's schedule) within two (2) working days from receipt of Contractor's written notice of such deficiency, then Contractor, without prejudice to any other right or remedy, shall have the right to:

- a. terminate this Purchase Order and reject all further deliveries of goods, materials or services;
- b. reserve or withhold payment to Supplier and retain or take possession of the goods, materials and services provided, stored, manufactured and/or fabricated until Supplier cures and completes this order; and/or
- c. take whatever steps Contractor deems necessary to correct said deficiencies and charge the cost thereof (including the cost of removing and repairing other work and improvements as necessary to correct the deficiencies) to Supplier, who shall be liable for payment of the same, including reasonable overhead, profit and attorney's fees.

Said notice is not required for Contractor to exercise the remedies under this paragraph when Supplier's deficiency in performance threatens safety.

20. Contractor may terminate, without notice, all or any part of this Purchase Order, without liability to Contractor, if Supplier becomes insolvent, makes an assignment for the benefit of creditors, is the subject of a proceeding for the appointment of a receiver or trustee, or files a voluntary petition in bankruptcy or is the subject of an involuntary petition in bankruptcy.

21. Labor disputes, fires, acts of God, public enemy, earthquakes, floods, accidents or other causes beyond Contractor's control shall constitute grounds for suspension of shipment without penalty or cost to Contractor.

**22. Supplier shall abide by all federal, state and local laws and regulations that prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and shall prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a) require that covered suppliers, contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

23. This Purchase Order and the rights and duties of all persons arising from or related to this Purchase Order shall be governed by the laws of the State of Indiana. Any dispute arising under or related to this Purchase Order, the performance of Work or provision of any materials or goods pursuant hereto, shall be brought only in state court in Marion County, State of Indiana, or if federal jurisdiction is available, in the U.S. District Court for the Southern District of Indiana. The parties to this Purchase Order agree to: a) participate in mediation; b) accept such venues if mediation is unsuccessful; c) waive trial by jury in all proceedings; and d) waive, as against each other, any claim or entitlement to punitive or exemplary damages. If Contractor is in a dispute with the Owner, Prime Contractor and/or Construction Manager that involves Supplier's Work, acts or omissions, then Contractor may elect to join Supplier as a party to such dispute and the dispute resolution and litigation provisions in the Prime Contract would govern if Contractor made such election of joinder.

## **TERMS AND CONDITIONS**

24. Supplier agrees that the subject matter of this Purchase Order is confidential in nature and that Supplier will not provide any third party with any information contained herein without the expressed written consent of Contractor. However, Supplier may disclose confidential information, after seven (7) days' notice to Contractor, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. Supplier may also disclose confidential information to its employees, consultants, sureties, sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

25. If any term, provision or part of a provision to this Purchase Order should be invalid or unenforceable under the governing law, the validity and enforceability of the remaining terms, provisions and parts thereof shall not be affected, with interpretation and enforcement to occur as if such invalid or unenforceable term, provision or part was never written.

26. The failure of Contractor to enforce at any time any provision of this Purchase Order shall in no way affect the validity of this Purchase Order or any part hereof or the right of Contractor thereafter to enforce each and every such provision. No waiver of any breach of this Purchase Order shall be held to be a waiver of any other or subsequent breach.

27. The Purchase Order Documents, including this Purchase Order, represent the entire integrated agreement between Supplier and Contractor, and supersede all prior negotiations, representations or agreements relating to Supplier's Work.

Date:

SCHEDULE "A" for PO# \_\_\_\_\_  
" Project "

FAW JOB #

SCHEDULE "A" to Purchase Order No. XXXXX-XX dated June 6, 2024, between F.A. Wilhelm Construction Company, Inc. ("Contractor") and ACME ("Supplier"). This Schedule "A" is hereby made a part of and incorporated into the Purchase Order.

1. **Supplier's Work.** In addition to the Work described on the face of the Purchase Order, Supplier's Work includes the following specific items:

A. Supplier has agreed to a total Purchase Order Sum for its Work based on the following breakdown, which is provided for accounting purposes only:

Bid Package XXX:	
XXX	\$XXX
<hr/>	
Total Purchase Order Sum	\$XXX

**Alternates:**

Payment & Performance Bond Add \$0

**B. Specification Sections:**

- Division 00 – Procurement and Contracting Requirements
- Division 01 – General Requirements
- Section XXXXXX – XXXXXX
- Section XXXXXX - XXXXXX

**C. General Scope of Work Includes:**

1. All equipment required for the work.
2. All deliveries F.O.B. to jobsite required for the work.
3. Unless specifically excluded or limited below, this Supplier is responsible for the complete specification sections listed above for their respective scope. The Supplier is also responsible for specifications not specifically listed but are required by reference in the listed specifications or as required to perform the scope of work described herein.
4. All fees, permits, inspection costs and coordination required for this scope of work.
5. Acknowledgement and representation that the Supplier has examined and fully understands the Plans, Specifications, and Reports listed in the Contract Documents.
6. Acknowledgement and representation that the Supplier has had sufficient opportunity to request changes, clarifications and interpretations of errors, ambiguities, omissions and other issues contained in the Contract Documents prior to Bid.
7. Include all coordination with drawings and equipment sizing and movability within the existing spaces. Supplier to coordinate and confirm opening sizes and weights of equipment/materials with Contractor.
8. Acknowledgement and representation that where conflicts arise between the General Notes, Project Plans, Specifications and provisions in the individual bid packages, the provision imposing the greater duty or obligation on the Supplier shall govern.
9. Review of the contract documents for ALL trades' work to determine the scope of work and necessary coordination for their package.
10. Coordination of all design details of this work with all design details of interfacing trade work.
11. Minor items and accessories or devices reasonably inferable or necessary to provide a complete and proper installation of the system, whether or not they are specifically call for by the specifications.

Date:

SCHEDULE "A" for PO# \_\_\_\_\_  
" Project "

FAW JOB #

12. Maintenance of a record set of approved shop drawings, which shall be continuously marked up to clearly reflect final equipment furnished.
13. Coordination of field sequencing with other trades as required. This Supplier may be required to attend and participate in preparation of "Contractors Coordination drawings" and weekly coordination meetings with other trades where requirements, conflicts and coordination issues will be discussed and resolved. Attendance when requested is mandatory. This includes providing 3D models (Revit) of material/equipment supplied for Contractor input into BIM model.
14. Tolerances not to exceed those listed in the drawings or specifications.
15. Supplier shall provide Construction Manager with a minimum of two-week advance notice of any scheduled inspections or site visits.
16. Provide one month and subsequent two week notice of any factory acceptance testing if applicable.
17. Scheduling of all deliveries based on agreed upon job progress dates. Contractor is to be advised of all deliveries for equipment and materials two weeks in advance.
18. The jobsite will be open during normal working hours 7AM to 4:30PM, Monday-Friday. The CM reserves the right to change work hours as necessary.
19. Escalation costs as required for the completion of your work.
20. Compliance with Contractor Corporate Safety Manual and/or a written and approved OSHA compliant Site-Specific Safety Plan.
21. The Construction Manager shall provide temporary, onsite toilet facilities.
22. Supplier shall be prohibited from blocking traffic on any public streets or sidewalks. If blocking of public areas are required, Supplier is to coordinate and comply with all local requirements, permits, traffic controls, etc.
23. The worksite is a tobacco free site. All employees of Suppliers will be required to comply with this requirement.

**D. Specific Scope of Work Includes:**

1. Scope of Work per Specific Bid Package.
2. Include Scope Review Meeting Notes and Agreements. Meeting held XXXX.

**E. Specific Scope of Work Excludes:**

1. Sales Tax

**2. Purchase Order Documents.** The Purchase Order Documents also include the following:

- A. This Schedule "A".
- B. The Prime Contract, consisting of the agreement between Construction Manager and Owner which is entitled Standard Form of Agreement Between Owner and Construction Manager as Constructor and dated August 15, 2023 and the other contract documents incorporated therein, including conditions of the contract (general, supplementary and other conditions), drawings, specifications, and any addenda thereto.
- C. The following addenda to the Prime Contract: Amendment #1 signed TBD if Applicable
- D. The following attached Exhibits:
  - Exhibit "A" - Subcontractor/Supplier Affidavit & Waiver of Liens & Claims. Supplier shall submit this document with each application for payment.

Date:

SCHEDULE "A" for PO# \_\_\_\_\_  
" Project "

FAW JOB #

- Exhibit "B" - Sub-subcontractors and Suppliers Disclosure Affidavit. Supplier shall submit this document within 10 days of receiving this Purchase Order and shall update the information on the document with each application for payment.
- Exhibit "C" - Sub-Subcontractor/Supplier Affidavit and Waiver of Liens & Claims. With each application for payment, Supplier shall submit this document for each person or entity listed on the Sub-subcontractors and Suppliers Disclosure Affidavit.
- Exhibit "D" – Performance and Payment Bond forms that are acceptable to Contractor if Supplier is required to provide bond(s) on the Project.
- Exhibit "E" - Documents Log. The documents listed in Exhibit "E" are also incorporated into the Purchase Order by reference as Purchase Order Documents.

3. **Schedule.** Supplier agrees to the following specific scheduling requirements and milestone dates:

1. Reference the attached Bid Schedule.
2. Initial Submittal Received XXX, 2024.
3. Release into fabrication by XXX, 2024.
4. Delivery by XXX, 2025.

A. Supplier shall, within ten (10) days after the date of this Purchase Order, prepare and submit to Contractor for review a detailed schedule, showing the order in which Supplier proposes to carry out all major activities and indicating the dates on which the several activities representing the complete performance of the Purchase Order (including submittals, procurement of materials and equipment) will be started and finished. This schedule shall list the sequence of activities anticipated by Supplier and the anticipated duration of each activity. Supplier acknowledges that Supplier has scheduled and sequenced its Work on the basis of the Contractor's schedule and any milestone and performance requirements established above and by the Purchase Order Documents.

Supplier acknowledges and understands that in development and updating of Contractor's schedule, Supplier's proposed activity sequence and durations may need to be amended by the Contractor to allow Contractor's schedule to meet the performance requirements established by the Purchase Order Documents. Should any aspect of Contractor's schedule be at variance with the desired sequencing or duration of Supplier's activities, Supplier shall notify Contractor in writing of such variation within five (5) days of its receipt of Contractor's schedule. Supplier's failure to submit its proposed schedule when required or to notify Contractor in writing of any variation or conflict between Supplier's proposed schedule and Contractor's schedule shall preclude Supplier from receiving an extension of time to the extent allowed under the Purchase Order. Contractor may require Supplier to prosecute its Work in such sequence as Contractor may reasonably require in order to maintain the progress of other subcontractors and the Contractor's schedule.

4. **Project Requirements.** The Supplier's Work shall be performed in accordance with the following Project Requirements:

A. **General Requirements:**

Date:

SCHEDULE "A" for PO# \_\_\_\_\_  
" Project "

FAW JOB #

1. Supplier warrants that it has visited and examined the Project site, and further warrants that it shall make no claims for additional sums on account of existing site conditions.
2. Supplier shall formalize all questions to Contractor in writing by use of a Request for Information ("RFI") form that is set up in the web based construction management software that is to be used by Subcontractor on the Project as determined by Contractor.
3. Supplier's access and deliveries to the site must be coordinated 48 hours in advance of arrival with Contractor's Superintendent. Failure to do so may result in the access and/or delivery being prohibited by Contractor's Superintendent, at their discretion.
4. Supplier's use of lifts, hoists, and other similar equipment (in connection with Work to be performed inside buildings and/or facilities) shall be subject to Contractor's Superintendent's approval.
5. The use of tobacco and the use of electronic cigarettes a/k/a vape are not permitted in any existing building or building under construction.
6. Supplier is responsible for the timely location and placement of all sleeves, box-outs and embeds associated with its Work. Failure to provide placement information in a timely manner for items supplied by Supplier, but specifically identified as being installed by others, shall result in Supplier being responsible for any corrective measurements required. It is the Supplier's responsibility to monitor the progress of the work and communicate requirements with the Contractor's Superintendent and Project Manager.
7. If and when ordered in writing by Contractor, Supplier shall furnish to Contractor a payment and performance bond for 100% of the Purchase Order Sum. The bond shall be in a form consistent with Exhibit "D" and from a surety acceptable to Contractor and shall have a dual-obligee rider naming any parties requested by the Contractor to be a dual-obligee on the bond. The cost of the bond shall be added to the Purchase Order Sum, unless the bond is otherwise required by the Purchase Order Documents

**B. Submittal Requirements:**

1. Within 10 days of receipt of this Purchase Order, Supplier will provide a listing of all material suppliers, vendors and sub-suppliers that are required to furnish submittals on the Project, indicating a scope of work or materials to be supplied and the specification section that submittals will be furnished under. This list must be satisfactory to the Contractor. Supplier must notify the Contractor in writing with any proposed changes once the list has been submitted.
2. All submittals must have an approved submittal stamp signed and dated by the Supplier and will identify the specification section and other specific identification information.
3. Supplier is responsible to confirm and coordinate all dimensions at the job site. If Supplier submittals are returned and require additional work or material beyond what is required by the Purchase Order Documents, Supplier shall submit a quotation to Contractor for these scope revisions in accordance with the Purchase Order Documents.
4. A comprehensive submittal schedule, listing proposed submittal dates, manufacturer lead times, and anticipated critical components, shall be sent to Contractor within 15 days of this Purchase Order or a Notice to Proceed, whichever occurs first. Upon review and acceptance of the submittal schedule, Supplier shall furnish a detailed delivery schedule for all materials used on the Project.
5. Supplier shall use the web based construction management software that is to be used by Supplier for submittals on this Project. Supplier shall provide samples as required by the Purchase Order Documents.
6. Shop drawings and product data that are incomplete or are not in compliance with the Purchase Order Documents shall not be submitted.

Date:

SCHEDULE "A" for PO# \_\_\_\_\_  
" Project "

FAW JOB #

7. Supplier shall not be relieved of responsibility for any deviation from the requirements of the Purchase Order Documents by Architect, Owner or Contractor's acceptance of shop drawings, product data, samples, and submittals as required by Purchase Order Documents, unless Supplier has specifically informed Contractor in writing of such deviation at the time of submission and the Owner and Contractor have given written approvals to the specific deviation.
8. Any deviations from the Purchase Order Documents must be proposed as a change to the Purchase Order and approved as a change order before procurement. All changes and proposed changes to the Purchase Order Documents are to be noted on the cover letter of the shop drawings and or product data during the submittal process.
9. Data sheets, brochures and/or transmittals being submitted must include the specification section and a reference number.
10. When general catalog or data sheets are submitted, they must be specifically marked with items only relevant to this Project. Details not relevant to the Project shall be deleted or marked out. If these are submitted without clearly indicating which materials or details are applicable, they will be returned without review.

**C. Billing Requirements:**

1. Supplier's monthly billing shall be submitted on the AIA form G702 by the 20th day of each month, along with its completed Subcontractor/Supplier Affidavit and Waiver of Liens and Claims, its completed Sub-Subcontractors and Suppliers Disclosure Affidavit and a Sub-Subcontractor/Supplier Affidavit and Waiver of Liens & Claims for each person or entity listed on the Sub-subcontractors and Suppliers Disclosure Affidavit. A pencil copy must be submitted five (5) days prior for review by Contractor's Project Manager. Upon approval of the pencil copy by Contractor's Project Manager, subcontractor shall submit final copies to [apinvoice@fawilhelm.com](mailto:apinvoice@fawilhelm.com).
2. All applications for payment must indicate the percentage of Work completed through the billing date, and a percentage of approved change order Work completed through the billing date.
3. All applications for payment MUST reflect retainage of ten percent (5%) to be withheld.
4. All extra work tickets must be signed for by Contractor's Superintendent and approved by Contractor's Project Manager, and included in a change order prior to inclusion with any billing.
5. Supplier cannot include off-site storage of materials on pay applications unless approved by Architect and Owner prior to the submission of the applicable pay application.
6. Supplier's invoices shall not exceed the current Purchase Order Sum.
7. Supplier does hereby sell, transfer, assign and convey to Contractor the goods, materials, parts, supplies, equipment, and accessions required by the Purchase Order Documents (collectively, the "Goods") and located at the Supplier's premises or the Supplier's suppliers' premises, manufactured or in the process of manufacture for delivery to, or for use on or in connection with the construction of the Project. In the event that any of the Goods are in the process of manufacture, Supplier expressly intends to sell, transfer, assign and convey the same in their completed state, as well as in the form and state the Goods possess at the time of execution of this Purchase Order. It is the express intention of the parties that (i) by their identification in the Purchase Order Documents, Contractor acquires a special property to and insurable interest in the Goods, (ii) title to the Goods passes to Contractor upon execution of this Purchase Order, subject to rejection, refusal to receive or retain the Goods or a justified revocation of acceptance of the Goods by Contractor. Supplier represents, warrants and covenants to Contractor that Supplier (i) is the lawful owner of the Goods, (ii) has good right to sell

the Goods to Contractor, and (iii) warrants and will defend the Contractor's rights to the Goods as against any and all claims and demands of Supplier's creditors or other third parties. The foregoing representations, warranties and covenants shall survive the execution of this Purchase Order. For so long as Supplier maintains possession or control of the Goods, Supplier will provide safe and proper storage of the Goods on its own premises or such other premises as the Goods may be located from time to time. Supplier shall not move the Goods or Supplier's place of business, unless it first provides Contractor thirty (30) days advance written notice. Supplier will physically separate and segregate the Goods by means of ropes or other barriers, or as otherwise may be directed by Contractor, from all other items of inventory and will cause to be placed conspicuously and securely on the Goods a sign or signs in a form satisfactory to Contractor, which identifies the Goods as the property of Contractor and as intended for use on or in connection with the Project.

Notwithstanding the foregoing, and in addition to all of Contractor's other rights in connection with the Goods available to Contractor by law or contract, Supplier hereby grants to Contractor, to the fullest extent it is capable of doing so, a security interest in and to the Goods, now existing or hereinafter acquired, to secure Supplier's performance of its obligations under this Purchase Order, and any other agreement entered into by the parties. Supplier acknowledges that this Purchase Order shall constitute a Security Agreement for the security interest granted hereby in accordance with the provisions of the Uniform Commercial Code. Supplier hereby irrevocably nominates, constitutes, appoints and designates Contractor as its attorney-in-fact with the rights, but not the obligation to make, execute, file and deliver any and all other documents or papers, including, without limitation, any financing statements or security agreements deemed necessary and proper by Contractor in order to give full effect not only to the intent and meaning of the sale, transfer, conveyance and assignment contemplated herein but also to the full protection intended to be herein given to Contractor under all other provisions of this Purchase Order and the other agreements entered into between the parties and applicable law. Supplier hereby ratifies and confirms all acts and actions taken and done by Contractor as attorney-in-fact. This provision is in addition to any other rights and remedies, common and equitable, available to Contractor under this Purchase Order.

**D. Closeout Requirements:**

1. Supplier shall provide manufacturer's field services, service engineering, written warranties, operation and maintenance manuals, training, orientations and demonstrations, as required in the Purchase Order Documents, and as applicable for all Work contained in this Purchase Order.
2. Prior to Contractor accepting a billing for Work in excess of 25% complete, Supplier must have completed and submitted a list of closeout documents, including the status of those documents. Prior to Contractor accepting a billing in excess of 75% complete, Supplier must have submitted all appropriate closeout documentation. Contractor may withhold progress billings until all closeout documents are received and approved. Prior to Contractor releasing the final retention, Supplier shall provide a record copy of all shop drawings and submittals fully corrected with field modifications and revisions for the Project, along with any attic stock that is required to be provided by the Purchase Order Documents. Supplier shall provide as-built drawings on blueines and CAD files.

Date:

SCHEDULE "A" for PO# \_\_\_\_\_  
" Project "

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5. **Insurance Requirements.** Supplier will provide the following minimum insurance requirements for the Project plus any additional insurance that is required of Contractor under the Prime Contract. A copy of an approved insurance certificate must be on file with the Contractor, at the main office location, prior to the commencement of work on the Project. Submit insurance certificate to [inscerts@fawilhelm.com](mailto:inscerts@fawilhelm.com).

**A. Required Insurance Coverages:**

1. Commercial General Liability
  - ✓ Occurrence Form
  - ✓ Aggregate per Project Endorsement
  - ✓ Supplier's Products / Completed Operations coverage shall be continued for one year after completion of its work or for such period otherwise provided by the Purchase Order Documents, whichever is longer.
  - ✓ Contractual Liability
  - ✓ No exclusion for Explosion, Collapse, & Underground (XCU)
  - ✓ No exclusion for liability assumed in an insured contract.
2. Automobile Liability (Business)
  - ✓ Including Hired and Non-Owned Auto liability coverage
  - ✓ Contractual Liability
  - ✓ No exclusion for liability assumed in an insured contract.
3. Worker's Compensation/Employer's Liability
  - ✓ Statutory as required by the State where the project is located
4. Excess Liability
  - ✓ Umbrella Form – follow form coverage on all liability policies

**B. Minimum Limits of Insurance Required:**

- |   |                           |
|---|---------------------------|
| 1. Commercial General Liability   |                           |
| a. General Aggregate (other than Products / Completed Operations)               | <u><b>\$2,000,000</b></u> |
| b. Products / Completed Operations Aggregate                                    | <u><b>\$2,000,000</b></u> |
| c. Bodily Injury and Property Damage (each occurrence)                          | <u><b>\$1,000,000</b></u> |
| d. Personal & Advertising Injury (any person or organization)                   | <u><b>\$1,000,000</b></u> |
| e. Fire Damage (any one fire)   | <u><b>\$ 50,000</b></u>   |
| f. Medical Expenses (any one person)  | <u><b>\$ 5,000</b></u>    |
| 2. Automobile Liability (Business)  |                           |
| a. Combined Single Limit Per Accident or Loss – Bodily Injury & Property Damage | <u><b>\$1,000,000</b></u> |
| 3. Worker's Compensation/Employer's Liability                                   |                           |
| a. Bodily Injury by Accident – Each Accident                                    | <u><b>\$ 500,000</b></u>  |
| b. Bodily Injury by Disease – Policy Limit                                      | <u><b>\$1,000,000</b></u> |
| c. Bodily Injury by Disease – Each Employee                                     | <u><b>\$ 500,000</b></u>  |
| 4. Excess Liability   |                           |
| a. Each Occurrence  | <u><b>\$5,000,000</b></u> |

**C. Additional Insured(s)** - applies to all insurance coverage, except Worker's Compensation and Employer's Liability. The following shall be named as Additional Insured(s), including coverage for ongoing and completed operations, on Supplier's policies:

Ball State University **AND** F.A. Wilhelm Construction Co., Inc. **AND** Wilhelm Construction, Inc. and their respective affiliates, subsidiaries, officers, directors, employees and representatives **AND** all others required by contract.

Date:

SCHEDULE "A" for PO# \_\_\_\_\_  
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- D.** In the event the Supplier has or obtains coverage in amounts in excess of those minimum limits outlined above during the period that coverage is required under the Purchase Order, those organizations listed above as Additional Insureds shall also be named as Additional Insureds for such excess amounts. The amounts of insurance (including endorsements thereto) carried in compliance with these insurance requirements are not to be construed as either a limitation or satisfaction of the Supplier's liability.
- E.** Supplier waives any and all claims against those organizations listed above as Additional Insureds and their respective insurers for damages caused by any occurrence or peril covered by the insurance required by the Purchase Order Documents (waiver of subrogation/waiver of right of recovery).
- F.** Supplier and its insurance carrier shall give Contractor at least thirty (30) days written notice prior to cancellation, non-renewal and/or any material change of any required coverage.
- G.** If any portion of the Supplier's Work involves project design, architectural services, engineering services or other consulting services, soil boring or reporting of results of same or site surveying or reporting of results of same, professional liability coverage (errors and omissions) with minimum limits of \$2,000,000 per claim and \$3,000,000 general aggregate and maximum deductible of \$25,000 shall be required. It shall also be required that the Excess Liability policy outlined above provide coverage in excess of this professional liability policy. This total coverage shall be continued for Ten (10) years after completion of Supplier's Work.
- H.** Subcontractors and sub-subcontractors performing work involving asbestos abatement and transportation operations shall provide insurance coverage for liability arising from asbestos, including claims for bodily injury, including wrongful death, property damage and environmental cleanup. Said insurance shall not exclude asbestos abatement, asbestos disease or transportation. The policy or policies shall be written by insurance companies with an A.M. Best rating of not less than A- V. The insurance shall have a per occurrence limit of not less than \$5,000,000, and all deductibles shall be borne by Subcontractor and shall not exceed \$500,000 without written consent of Contractor. If Subcontractor becomes aware of claims or potential claims that would erode 25% or more of the aggregate limit of the policy, Subcontractor shall notify Contractor immediately and provide such information as Contractor shall request to assess the risk of a future claim being uninsured or underinsured. If the policy is "claims-made", it shall include an Extended Claims Discovery Period of not less than 2 years. Said insurance shall cover the Subcontractor's contractual liability for asbestos claims.
- I.** Subcontractors and sub-subcontractors performing environmental remediation work shall maintain Pollution Liability covering the contractor's liability for bodily injury, property damage, remediation and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the Subcontractor's Work or services to be performed under this Agreement. Coverage shall be provided for both Subcontractor's Work performed on site, as well as during the transport of hazardous materials. Limits of not less than \$5,000,000 shall be provided. The policy shall name the Additional Insureds and any parents, subsidiaries, and related entities, but only insofar as the operations under the Agreement are concerned.

Date:

SCHEDULE "A" for PO# \_\_\_\_\_  
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The insurance coverage provided by Supplier under this Purchase Order shall be primary and non-contributory to any other insurance.

Sample Purchase Order

EXHIBIT "A"

**SUBCONTRACTOR/SUPPLIER  
AFFIDAVIT & WAIVER OF LIENS & CLAIMS**

Partial ( ) Final ( )

We, the undersigned, having been employed by **F. A. Wilhelm Construction Co., Inc. ("Contractor")** to furnish labor, services, equipment and/or materials for construction work on the Project known as **Ball State University – AC/TH/MU Renovations** constructed on real estate located in the County of **Delaware** in the State of **Indiana**, hereby warrant that the Contractor, any surety bond instrument or surety, any Project owner(s), any Project funds, and the Project real estate and the improvements thereon cannot be made subject to any valid claim, lien or encumbrance by anyone who furnished labor, services, equipment or materials to the undersigned for use in the Project, and the undersigned hereby waive and release any and all claims, liens and encumbrances of whatsoever kind or nature against the Contractor, any surety bond instrument or surety, any Project owner(s), any Project funds, and the Project real estate and improvements thereon for any labor, services, equipment or materials furnished through \_\_\_\_\_, \_\_\_\_\_.

The above waiver and release are given in order to induce payment in the Amount Due of \$\_\_\_\_\_ and upon receipt by the undersigned of the Amount Due, the above waiver and release become valid, enforceable and of full effect. Upon attachment of the cancelled check and the legal description of the Project, this release may be recorded by the owner(s) or mortgage holder(s) of the Project.

Notwithstanding the foregoing, the undersigned does hereby unconditionally waive and release any and all claims, liens and encumbrance of whatsoever kind or nature against the Contractor, any surety bond instrument or surety, any Project owner(s), any Project funds, and the Project real estate and any improvements thereon with respect to monies due the undersigned for previous payment requests in the total sum of \$\_\_\_\_\_, the receipt and sufficiency of which is hereby acknowledged by the undersigned.

Sample Purchase Order

Given under our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Company

By: \_\_\_\_\_  
Authorized Representative of Company

STATE OF: )  
COUNTY OF: )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

County of Residence





## SUBCONTRACT PERFORMANCE BOND

Bond No.:

KNOW ALL BY THESE PRESENTS: That [name of subcontractor], a [state] corporation, as Principal, hereinafter called Principal, and [name of surety], a [state] corporation, as Surety, hereinafter called Surety, are held and firmly bound unto F.A. Wilhelm Construction Company, Inc. with its address at 3914 Prospect Street, Indianapolis, IN 46203, as Obligee, hereinafter called Obligee, in the amount of \_\_\_\_\_ U.S. Dollars (\$) (the "Penal Sum"), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ entered into a subcontract number \_\_\_\_\_ with Obligee for the performance of subcontract work \_\_\_\_\_, including warranty obligations, in accordance with drawings and specifications for the construction of the \_\_\_\_\_ project (hereinafter "the Project"), which subcontract is by reference made a part hereof, and is hereinafter referred to as the "Subcontract".

A. NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if Principal shall promptly and faithfully perform said Subcontract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions: (i) Principal is in default under the Subcontract; and (ii) Principal has been declared by Obligee to be in default under the Subcontract; and (iii) the Obligee has performed its obligations under the Subcontract. Upon the occurrence of each of the above conditions, Surety shall have 30 days ("Investigatory Period") from the last event to occur of the following: (a) receipt of the written notice of default; (b) the date access to the Project site is provided to Surety; or (c) the date the information and documentation in Obligee's or its agent's possession and requested by Surety is received by the Surety, which information and documentation must be requested by Surety within 10 days of its receipt of Obligee's written notice of default, to:

- (1) Notify Obligee that it has elected to complete the Subcontract through independent contractor(s) retained by Surety and thereafter commence such performance with reasonable promptness. In such event, that portion of the Balance of the Subcontract Price as may be required to complete the Subcontract or remedy the default and to reimburse the Surety for its expenditures shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Subcontract; or
- (2) Notify the Obligee that it has elected to arrange for a subcontract between Obligee and a replacement subcontractor reasonably acceptable to Obligee guaranteed by subcontract performance and payment bonds provided by the replacement subcontractor in the amount of the replacement subcontract. In such event, Surety shall pay Obligee the difference between the cost of the replacement subcontractor and the amount that would have been payable to the Principal had there been no default under the Subcontract. Such payments may be in a lump sum (in the case of a lump sum subcontract) or periodically as incurred by Obligee; or
- (3) Request that Obligee complete the Subcontract. In such event, Surety shall pay Obligee the difference between the reasonable cost of a replacement subcontractor and the amount that would have been payable to the Principal had there been no default under the Subcontract; or

## EXHIBIT "F"

- (4) Arrange to provide financial and/or other assistance to the Principal ("Financing") to assist the Principal with completion of the Subcontract. In the event Obligees has formally terminated Principal's right to proceed under the Subcontract, this option shall be subject to Obligees's concurrence, which shall not be unreasonably withheld. The Obligees shall pay the Balance of the Subcontract Price as directed by the Surety. In the event Surety provides Financing, Surety, in its sole discretion, may upon written notice to Obligees cease providing such Financing at any time, in which event Surety shall immediately make a further election without a further Investigatory Period under this paragraph A; or
  - (5) Deny liability and notify the Obligees, citing the reasons therefor; or
  - (6) After investigation, determine the amount for which it may be liable to the Obligees and, as soon as practicable after the amount is determined, make payment to the Obligees.
- B. After Obligees has provided Surety with written notice of the Principal's default, and during the Investigatory Period and any subsequent period before the commencement of work under paragraph A, subparagraphs 1 or 2, Obligees may take action pursuant to its Subcontract rights to mitigate the damages caused by the Principal's default. To the extent that Obligees performs obligations under the Subcontract during this period (the "Mitigation Work") Obligees shall be entitled to deduct the Cost of the Mitigation Work from the Balance of the Subcontract Price. To the extent the Balance of the Subcontract Price is exhausted, and Surety elects to proceed under paragraph A, subparagraphs 1, 2, 3 or 4, Surety shall reimburse Obligees for the difference between the Balance of the Subcontract Price and the Cost of the Mitigation Work incurred and paid by Obligees.
- C. If Surety proceeds under paragraph A, subparagraphs 1, 2, 3, 4 or 6, Surety may additionally advise in its notice of its election to Obligees that the Obligees's claim is disputed as to liability and/or amount and Surety is proceeding under a reservation of all rights and defenses. In that event, Surety shall make all payments otherwise called for under this Bond. However, in the event it is determined that Surety is not liable, in whole or in part, under this Bond and Surety expended monies in excess of the funds paid by Obligees to Surety, then Surety shall be entitled to recover the excess from Obligees.
- D. The Surety's aggregate liability is limited to the Penal Sum of this Bond, regardless of whether the liability arises from the actions or failure to act of Principal or Surety. All amounts expended by the Surety under paragraphs A and/or B and/or C of this Bond, in excess of funds paid by Obligees to Surety, shall be credited against the Penal Sum. However, in the event it is determined that Surety expended monies in excess of the Penal Sum of this Bond, then Surety shall be entitled to recover the excess from Obligees. The Penal Sum of this Bond shall automatically be increased or decreased by the amount of any change order, provided the change order(s) do not, either singly or in the aggregate, exceed 10% of the original Subcontract amount. Should any change order singly or in the aggregate exceed 10% of the original Subcontract amount, Surety's written consent must be obtained by Obligees in order to increase the penal sum.
- E. Definitions:
- (1) The term "Balance of the Subcontract Price," as used in this Bond, shall mean the total amount payable by Obligees to Principal under the Subcontract and any amendments thereto, less the amounts heretofore properly paid by Obligees under the Subcontract.
  - (2) The term "Cost of the Mitigation Work" means the cost actually incurred by Obligees in proper performance of work under the Subcontract, including remedying defects in the work of the Principal. Such costs shall be at rates and hours not higher than the standard customarily incurred at the place of the Project except with the prior written consent of the Surety. Obligees's overhead (both field and home office) as well as profit shall be included

EXHIBIT "F"

in the Cost of the Mitigation Work at a markup of 15% to the actual labor, material, equipment, and subcontractor costs incurred and paid for by Obligee. Obligee shall not apply markup to the cost of any subcontractor that is affiliated with Obligee.

- F. Notwithstanding any provision in this Bond and any document incorporated herein to the contrary, any proceeding, legal or equitable, under this Bond must be instituted in a court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of default or within two years after the Principal ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- G. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.
- H. Any notice given or any demand made under this Bond shall be given in writing and may be provided to the following email address \_\_\_\_\_ or given by any method of delivery that provides evidence or confirmation of receipt, including personal delivery, express courier (such as Federal Express), and prepaid certified or registered mail with return receipt requested. The Surety's address for notice is \_\_\_\_\_.
- I. The Surety shall not be liable to the Obligee or others for obligations of the Principal that are unrelated to the Subcontract work, and the Balance of the Subcontract Price shall not be reduced or set off on account of any such unrelated obligations.
- J. The Surety hereby waives notice of change, including changes of time, to the Subcontract, purchase orders or other obligations.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Principal)

By: \_\_\_\_\_

(Surety)

By: \_\_\_\_\_, Attorney-in-Fact

EXHIBIT "F"

**SUBCONTRACTOR  
PAYMENT BOND**

Bond No.:

KNOW ALL BY THESE PRESENTS, That we, (subcontractor's name), called the Principal, and (surety's name), a (state) corporation, called the Surety, are held and firmly bound unto F.A. Wilhelm Construction Company, Inc. with its address at 3914 Prospect Street, Indianapolis, IN 46203, hereinafter called the Obligee, in the sum of U.S. Dollars (\$) (the "Penal Sum"), for the payment whereof said Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

WHEREAS, the Principal has entered into a subcontract numbered with the Obligee, dated , for project ("Subcontract").

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall promptly make payment to all Claimants as hereinafter defined for all labor and material used, consumed or incorporated in the performance of the construction work to be performed under the Subcontract, then this obligation shall be void; otherwise to remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as one other than the Obligee having a contract with the Principal or with a direct subcontractor of the Principal to supply labor and/or materials and such labor and/or materials are actually used, consumed or incorporated in the performance of the construction work under the Subcontract.

2. The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every Claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed or materials were furnished by such Claimant, may bring suit on this bond, prosecute the suit to final judgment for the amount due under Claimant's contract for the labor and/or materials supplied by the Claimant which were used, consumed or incorporated in the performance of the work, and have execution thereon provided, however, that a Claimant having a direct contractual relationship with a direct subcontractor of the Principal shall have a right of action on this bond only if said Claimant notifies the Principal and Surety in writing of its claim within ninety (90) days from the date on which said Claimant did or performed the last labor and/or materials for which the claim is made. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the project is located, save that such service need not be made by a public officer.

3. No suit or action or arbitration shall be commenced hereunder by any Claimant:

a. **After the expiration of the earlier of: (1) one year after the day on which the Claimant last supplied the labor and/or materials for which the claim is made; or (2) the limitation period set forth in the public works bond statutes, if any, in the location where the construction work is being performed. Any limitation contained in this bond which is prohibited by any law controlling in the state where the suit is filed shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by the**

EXHIBIT "F"

**law of that state, and said period of limitation shall be deemed to have accrued and shall commence to run on the day the Claimant last supplied the labor and/or materials for which the claim is made; and**

b. Other than in a state court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

The Obligee shall not be liable for the payment of any costs or expenses of any such suit action or arbitration.

4. The Penal Sum of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder. The Surety's liability hereunder is limited, singly, or in the aggregate, to the Penal Sum of the bond set forth herein.

Signed this        day of        , 20        .

(Principal)

By: \_\_\_\_\_

(Surety)

By: \_\_\_\_\_

, Attorney-in-Fact

Sample Purchase Order

EXHIBIT "F"

DUAL OBLIGEE RIDER

To be attached to and form a part of Performance/Payment Bond No. \_\_\_\_\_, executed concurrently with this rider, it is agreed that:

Surety, and \_\_\_\_\_

\_\_\_\_\_, Principal,

for valuable consideration, hereby agree that the Bond executed in favor of \_\_\_\_\_

\_\_\_\_\_, Obligee,

in connection with a contract for: \_\_\_\_\_

which bond and contract are made a part of hereof by reference, shall now include as an additional Obligee:

\_\_\_\_\_

\_\_\_\_\_

in its capacity as \_\_\_\_\_ for the aforementioned project.

The Surety shall not be liable under this bond to the Obligees, or either of them, unless the said Obligees, or either of them, shall make payments to the Principal or to the Surety, in case the Surety arranges for the completion of the contract upon default of the Principal, strictly in accordance with the terms of said contract as to payments, and shall perform all the other obligations to be performed under said contract at the time and in the manner therein set forth.

In no event shall the Surety be liable in the aggregate to both Obligees for more than the penal sum of its Performance Bond, nor shall it be liable except for a single payment for each single breach or default. At the Surety's election, any payment due to either Obligee may be made by its check issued jointly to both.

WITNESS the following signatures and seals thisday of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_, Attorney-in-Fact

Attest: \_\_\_\_\_ (Principal)

By: \_\_\_\_\_

*(Printed name and title)*

*(Printed name and title)*

1. Supplier's written acceptance or commencement of any performance or service under this Purchase Order shall constitute Supplier's acceptance of the terms and conditions set forth in the Purchase Order Documents. Contractor objects to and rejects all terms and conditions proposed by Supplier which are different from or in addition to the terms and conditions contained in the Purchase Order Documents and such terms shall not become a part of this Purchase Order. If this Purchase Order is deemed to be an acceptance of a prior offer by Supplier, such acceptance is conditional on Supplier's assent to all additional or different terms and conditions contained in the Purchase Order Documents. The terms and conditions contained in the Purchase Order Documents cannot be changed in any manner except by a Contractor initiated change order pursuant to Paragraph No. 15 below.

2. Unless otherwise noted on the face of this Purchase Order or in Schedule 'A', payment shall be made to Supplier monthly from funds received by Contractor from Owner or Prime Contractor for Supplier's Work on the following schedule: progress payments in the amount of ninety percent (90%) of the value of goods, materials and services delivered to the job site as determined by Contractor and approved by Owner and Prime Contractor. Final payment of the balance due on the Purchase Order Sum shall be made to Supplier within ten (10) working days after receipt by Contractor of final payment from Owner or Prime Contractor for Supplier's Work. These payments are subject to receipt of such backup, delivery tickets signed by Contractor's Project Superintendent, waivers of liens and claims, affidavits, warranties and guarantees as required by the Purchase Order Documents or by Contractor. The Purchase Order Sum includes the cost of all goods, materials, labor, tools, equipment, services, insurance, freight and all other costs of any kind, and Supplier shall be solely responsible for all federal, state and local excise, sales or use taxes applicable to this Purchase Order, and for any license, privilege, income or receipts tax imposed on Supplier. Supplier shall accept any valid sales or use tax exemption certificates. At Contractor's sole discretion, Contractor may make payments to Supplier by joint check payable jointly to Supplier and its suppliers, subcontractors and/or creditors on the Project.

3. The risk of loss, damage, spoilage and deterioration, and all other risks, shall not pass to Contractor until on or after the scheduled delivery date and after Contractor, Owner, Prime Contractor, Construction Manager and Architect have actually inspected and accepted the goods and materials at the location designated for delivery by Contractor. Any rejected goods or materials may be returned at Supplier's expense, including any transportation and other charges and expenses paid by Contractor in connection therewith; no replacement of rejected goods and materials may be made without Contractor's prior written consent.

4. To the extent that the terms and conditions of the Prime Contract apply or relate to Supplier's Work, Supplier agrees to be bound to Contractor by the same terms and conditions which apply to Contractor and assumes toward Contractor all obligations and responsibilities which Contractor assumes toward Owner, Prime Contractor, Construction Manager and/or Architect under the Prime Contract, and agrees to ensure that all of its material suppliers and subcontractors are likewise bound. Where a provision, term or condition of the Prime Contract, this Purchase Order and/or the Purchase Order Documents are in conflict with one another, the provision, term or condition that imposes the greater obligation or responsibility on Supplier shall govern.

5. Supplier may not assign, delegate or subcontract any of its rights, interests or obligations in or under this Purchase Order without Contractor's prior written consent. Notwithstanding Contractor's consent to any such assignment, delegation or subcontracting, Supplier shall not be relieved of any of its obligations pursuant to this Purchase Order, except as otherwise expressly and specifically agreed to in writing by a Contractor initiated changed order pursuant to Paragraph No. 15 below.

6. Supplier shall provide all goods, materials and services required by this Purchase Order on the delivery date set forth on the face of this Purchase Order, unless a separate delivery and/or work schedule is attached to this Purchase Order. Time is of the essence. The delivery and/or work schedule may be revised by Contractor as the Project progresses. Supplier shall provide Contractor with any requested scheduling information of Supplier's Work. Any goods or materials delivered in advance of the scheduled delivery date shall, at Contractor's option, be returned to Supplier or stored by Contractor, at Supplier's cost and risk.

7. To the extent Supplier has been properly paid amounts due under this Purchase Order, Supplier agrees to keep Owner's funds and property free and clear of all liens, claims or encumbrances of any kind of Supplier, its subcontractors or suppliers, or from any others claiming through Supplier.

8. Supplier shall comply with all applicable federal, state and local laws, orders, rules and regulations, and shall obtain and provide all notices to authorities, permits, fees, licenses, assessments, inspections and taxes necessary to complete its Work.

9. Supplier shall take the proper precautions in the performance of its Work to protect all persons and property from being injured by the Work or by the condition of the site, shall comply with any safety measures initiated by Contractor or set forth in the Purchase Order Documents, and shall comply with OSHA and any other applicable federal, state or local safety laws, rules, orders or regulations.

10. Supplier shall be responsible for all field measurements and layout necessary to perform its Work, and shall be responsible for the accuracy of its Work. Supplier shall submit to Contractor shop drawings and samples required by the Purchase Order Documents sufficiently in advance of the time any fabrication or shipment of materials, goods or other item for Supplier's Work is to occur. Review and/or approval by Contractor, Architect, Prime Contractor, Construction Manager or Owner of Supplier's submittals shall in no way relieve Supplier from conforming with the Purchase Order Documents.

11. Supplier warrants that neither the manufacture nor the sale nor use of the goods and materials to be sold will infringe on any United States or foreign patent, trademark, service mark, copyright, trade secret, trade name or other intellectual property right of any third party.

12. Supplier warrants that all goods and materials provided pursuant to this Purchase Order will be new, unless otherwise specified in the Purchase Order Documents, and will be of merchantable quality and fit for the purposes intended by Contractor, Architect, Prime Contractor, Construction Manager and/or Owner. Supplier also warrants the goods, materials and services provided pursuant to this Purchase Order against all deficiencies and defects in design, manufacturing, materials and/or workmanship for a period of one (1) year from the date of substantial completion of the Project or for such period otherwise provided by the Purchase Order Documents, whichever is longer, and agrees to satisfy the same without cost to Owner, Prime Contractor, Construction Manager or Contractor. These warranties shall survive inspection, acceptance and payment, shall run to Contractor, Owner, Prime Contractor and their respective successors and assigns, and shall be in addition to and not in limitation of any other warranty (including manufacturer warranties), right or remedy provided by law, the Purchase Order Documents or any other means. All manufacturer warranties shall be assigned to Owner and Contractor.

13. Prior to the start of its Work, Supplier shall procure and maintain in force, for at least the duration of its Work, insurance as is called for by the attached "Insurance Requirements," plus any additional insurance that is required of Contractor under the Prime Contract. Contractor, Owner, Prime Contractor, Construction Manager and Architect shall be named as additional insureds on each of the required policies, except for workers compensation. Supplier shall furnish insurance certificates to Contractor verifying the required insurance prior to beginning its Work, but no later than ten (10) calendar days from the date of this Purchase Order. If any of the foregoing insurance coverages are required

to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with Supplier's final application for payment.

14. To the fullest extent permitted by law, Supplier shall indemnify, hold harmless, and defend at its own expense Contractor, Owner, Prime Contractor, Construction Manager, Architect, and their respective agents, employees and assigns (herein collectively referred to as "indemnities") from and against any claims, causes of action, damages, losses and expenses (including litigation costs and attorney's fees) of any nature whatsoever, including but not limited to claims for or relating to injury, sickness or disease to any persons (including death), damages to property (including the lost use thereof and consequential damages therefrom), economic loss, liens, Project delays or intellectual property rights, which arise out of or are alleged to arise out of: a) the performance of Supplier's Work; b) the condition of the goods and/or materials provided pursuant to this Purchase Order; c) the Supplier's breach of this Purchase Order; and/or d) any act or omission of Supplier, its subcontractors or material suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; regardless of whether or not such claim, cause of action, damage, loss or expense is contributed to or caused by the negligence, breach of contract or warranty, strict liability, or any other breach of duty of any indemnitee; provided, however, that Supplier shall not be obligated to indemnify an indemnitee for its sole negligence or willful misconduct where such indemnification is contrary to law, but otherwise it is the intent of the parties that Supplier shall indemnify the indemnities to the fullest extent permitted by law.

15. Supplier may be ordered in writing by Contractor, without invalidating this Purchase Order, to make changes in Supplier's Work consisting of additions, deletions or other revisions, the Purchase Order Sum and Contractor's schedule being adjusted accordingly. Within seven (7) working days of receiving notice of such change, Supplier shall submit to Contractor a quotation covering any addition or deduction to the Purchase Order Sum and any impact to Contractor's schedule, along with all details and backup necessary to support the quotation. Unless otherwise directed in writing by Contractor, Supplier shall not commence such changed or revised work until after Contractor has reviewed and approved Supplier's quotation, and Contractor and Supplier have signed a written change order setting forth any adjustments to the Purchase Order Sum or Contractor's schedule.

16. Supplier agrees that in order for it to make a claim against Contractor for extensions of time or allowable damages which arise out of any event or occurrence not covered by Paragraph No. 15 above, Supplier, as a condition precedent, must give Contractor written notice of such claim within seven (7) working days of the event or occurrence giving rise to the claim or within the time which Contractor has to make such a claim against the Owner or Prime Contractor, whichever is shorter, or the claim will be waived. In no event shall Contractor be liable to Supplier for anticipated profits, business interruption or incidental or consequential damages. Contractor's liability to Supplier for any claim arising out of or relating to this Purchase Order shall be limited to the price allocable to the goods or services or unit thereof which gives rise to the claim.

17. Supplier acknowledges that the Purchase Order Sum includes any and all material and/or labor cost escalation for the duration of the Project and that Supplier shall not be entitled to a change order or adjustment to the Purchase Order Sum for any such material and/or labor cost escalation.

18. To the extent there are any design services required to be performed by Supplier either incidental to Supplier's construction services or as a primary undertaking by Supplier in respect of the Project, such design services shall be procured from licensed, independent design professionals retained by the Supplier or furnished by licensed employees of the Supplier, or as permitted by the law of the place where the Project is located. Supplier shall be responsible for coordinating its design with the Project Architect, engineers and others providing design services for the Project. Supplier shall prepare, for approval by the Project Architect and engineers, Construction Documents consisting of drawings, specifications, and other appropriate instruments ("Instruments of Service") sufficient to set forth in detail the

requirements for the construction of Supplier's Work. Supplier shall assist the Owner, Architect, Engineers, or Contractor in connection with the filing of documents required for the approval of government authorities having jurisdiction over the Project. All ownership of or other rights in respect of the Instruments of Service shall be transferred by Supplier to Owner upon request.

19. Should Supplier fail to satisfy deficiencies in its performance of this Purchase Order (including but not limited to failure to maintain Contractor's schedule) within two (2) working days from receipt of Contractor's written notice of such deficiency, then Contractor, without prejudice to any other right or remedy, shall have the right to:

- a. terminate this Purchase Order and reject all further deliveries of goods, materials or services;
- b. reserve or withhold payment to Supplier and retain or take possession of the goods, materials and services provided, stored, manufactured and/or fabricated until Supplier cures and completes this order; and/or
- c. take whatever steps Contractor deems necessary to correct said deficiencies and charge the cost thereof (including the cost of removing and repairing other work and improvements as necessary to correct the deficiencies) to Supplier, who shall be liable for payment of the same, including reasonable overhead, profit and attorney's fees.

Said notice is not required for Contractor to exercise the remedies under this paragraph when Supplier's deficiency in performance threatens safety.

20. Contractor may terminate, without notice, all or any part of this Purchase Order, without liability to Contractor, if Supplier becomes insolvent, makes an assignment for the benefit of creditors, is the subject of a proceeding for the appointment of a receiver or trustee, or files a voluntary petition in bankruptcy or is the subject of an involuntary petition in bankruptcy.

21. Labor disputes, fires, acts of God, public enemy, earthquakes, floods, accidents or other causes beyond Contractor's control shall constitute grounds for suspension of shipment without penalty or cost to Contractor.

**22. Supplier shall abide by all federal, state and local laws and regulations that prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and shall prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a) require that covered suppliers, contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

23. This Purchase Order and the rights and duties of all persons arising from or related to this Purchase Order shall be governed by the laws of the State of Indiana. Any dispute arising under or related to this Purchase Order, the performance of Work or provision of any materials or goods pursuant hereto, shall be brought only in state court in Marion County, State of Indiana, or if federal jurisdiction is available, in the U.S. District Court for the Southern District of Indiana. The parties to this Purchase Order agree to: a) participate in mediation; b) accept such venues if mediation is unsuccessful; c) waive trial by jury in all proceedings; and d) waive, as against each other, any claim or entitlement to punitive or exemplary damages. If Contractor is in a dispute with the Owner, Prime Contractor and/or Construction Manager that involves Supplier's Work, acts or omissions, then Contractor may elect to join Supplier as a party to such dispute and the dispute resolution and litigation provisions in the Prime Contract would govern if Contractor made such election of joinder.

24. Supplier agrees that the subject matter of this Purchase Order is confidential in nature and that Supplier will not provide any third party with any information contained herein without the expressed written consent of Contractor. However, Supplier may disclose confidential information, after seven (7) days' notice to Contractor, where disclosure is

required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. Supplier may also disclose confidential information to its employees, consultants, sureties, sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

25. If any term, provision or part of a provision to this Purchase Order should be invalid or unenforceable under the governing law, the validity and enforceability of the remaining terms, provisions and parts thereof shall not be affected, with interpretation and enforcement to occur as if such invalid or unenforceable term, provision or part was never written.

26. The failure of Contractor to enforce at any time any provision of this Purchase Order shall in no way affect the validity of this Purchase Order or any part hereof or the right of Contractor thereafter to enforce each and every such provision. No waiver of any breach of this Purchase Order shall be held to be a waiver of any other or subsequent breach.

27. The Purchase Order Documents, including this Purchase Order, represent the entire integrated agreement between Supplier and Contractor, and supersede all prior negotiations, representations or agreements relating to Supplier's Work.

Sample Purchase Order

## SUBCONTRACT EXHIBIT 3 – INSURANCE REQUIREMENTS



## INSURANCE REQUIREMENTS

- Subcontract Agreement No.
- Purchase Order No.

SUBCONTRACTOR or  SUPPLIER:

PROJECT: **Madison Lifestyle District –  
Parking Garage**

DATE: \_\_\_\_\_

JOB NUMBER: **11303**

**SEND CERTIFICATE TO: [INSCERTS@FAWILHELM.COM](mailto:INSCERTS@FAWILHELM.COM)**

REQUIRED COVERAGES	MINIMUM LIMITS OF INSURANCE REQUIRED
<b>COMMERCIAL GENERAL LIABILITY</b> - Occurrence Form - Aggregate per Project Endorsement - Subcontractor's or Supplier's Products / Completed Operations coverage shall be continued for one year after completion of its Work or for such period otherwise provided by the Subcontract or Purchase Order Documents, whichever is longer. - Contractual Liability - No exclusion for Explosion, Collapse & Underground (XCU) - No exclusion for liability assumed in an insured contract	\$ <u>2,000,000</u> <b>General Aggregate</b> (other than Products /Completed operations) \$ <u>2,000,000</u> <b>Products/Completed Operations Aggregate</b> \$ <u>1,000,000</u> <b>Bodily Injury and Property Damage</b> (each occurrence) \$ <u>1,000,000</u> <b>Personal &amp; Advertising Injury</b> (any one person or organization) \$ <u>50,000</u> <b>Fire Damage</b> (any one fire) \$ <u>5,000</u> <b>Medical Expenses</b> (any one person)
<b>AUTOMOBILE LIABILITY (Business)</b> - Including Hired and Non-Owned Auto liability coverage - Contractual Liability - No exclusion for liability assumed in an insured contract.	\$ <u>1,000,000</u> <b>Combined Single Limit per accident or loss- Bodily Injury &amp; Property Damage</b>
<b>WORKER'S COMPENSATION</b>  <b>EMPLOYER'S LIABILITY</b>	Statutory as required by the State where the Project is located.  \$ <u>500,000</u> <b>Bodily Injury by Accident - each accident</b> \$ <u>1,000,000</u> <b>Bodily Injury by Disease-policy Limit</b> \$ <u>500,000</u> <b>Bodily Injury by Disease – each employee</b>
<b>EXCESS LIABILITY</b> - Umbrella Form (follow form coverage on all liability policies)	\$ <u>5,000,000</u> <b>Each occurrence</b>





**ADDITIONAL INSURED(S) applies to all insurance coverage except Worker's Compensation/Employer's Liability. The following shall be named Additional Insured(s), including coverage for ongoing and completed operations, on Subcontractor's policies:**

Indiana University **AND** [additional entities TBD] **AND** F.A. Wilhelm Construction Co., Inc. and their respective affiliates, subsidiaries, officers, directors, employees and representatives.

Subcontractor or Supplier will provide the minimum insurance requirements for the Project, plus any additional insurance that is required of Contractor under the Prime Contract. A copy of an approved insurance certificate must be on file with the Contractor, at the main office location, prior to the commencement of work on the Project. Send certificate to [inscerts@fawilhelm.com](mailto:inscerts@fawilhelm.com).

In the event the Subcontractor or Supplier has or obtains coverage in amounts in excess of those minimum limits outlined above during the period that coverage is required under the Subcontract Agreement or Purchase Order, those organizations listed above as Additional Insureds shall also be named as Additional Insureds for such excess amounts. The amount of insurance (including endorsements thereto) carried in compliance with these requirements are not to be construed as either a limitation or satisfaction of the Subcontractor's or Supplier's liability.

Subcontractor or Supplier waives any and all claims against those organizations listed above as Additional Insureds and their respective insurers for damages caused by any occurrence or peril covered by the insurance required by the Subcontract Documents (waiver of subrogation/waiver of right of recovery).

The insurance coverage provided by Subcontractor or Supplier under this agreement shall be primary and non-contributory to any other insurance.

Subcontractor or Supplier and its insurance carrier shall give F.A. Wilhelm Construction Co., Inc. at least thirty (30) days written notice prior to cancellation, non-renewal and/or any material change of any required coverage.

If any portion of the Subcontractor's Work involves project design, architectural services, engineering services or other consulting services, soil boring or reporting of results of same or site surveying or reporting of results of same, professional liability coverage (errors and omissions) with minimum limits of \$1,000,000 per claim and \$3,000,000 general aggregate and maximum deductible of \$25,000 shall be required. It shall also be required that this professional liability policy, and any replacement policy, have a retroactive date no later than the date of the contract and that the coverage be continued for a minimum of five years after final completion.



**SUBCONTRACT EXHIBIT 4 – F.A. WILHELM’S EXCAVATION POLICY**

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<b>SUBJECT:</b>		<b>EXCAVATION &amp; TRENCHING</b>

## **Section 23: Excavation & Trenching**

### **POLICY**

Each contractor or subcontractor performing trenching or excavating shall employ a Competent Person to oversee the work. The Competent Person must have specific training in and be knowledgeable about soil analysis Wilhelm and the use of protective systems and the requirements of OSHA Subpart P standards. management will verify experience, knowledge and training of the Competent Person. In addition, the Competent Person must have the authority to take immediate corrective action if a hazard exists.

1. Surface Encumbrances
  - A. All surface encumbrances that are located so as to create a hazard to employees shall be removed or supported, as necessary, to safeguard employees.
  
2. Underground Installations
  - A. The estimated location of utility installations, such as sewer, telephone, fuel, electric, water lines, or any other underground installations that reasonably may be expected to be encountered during excavation work, shall be determined prior to opening an excavation.
  - B. When excavation operations approach the estimated location of underground installations, the exact location of the installations shall be determined by safe and acceptable means.
  - C. While the excavation is open, underground installations shall be protected, supported or removed as necessary to safeguard employees.
  
3. Access and Egress
  - A. Structural ramps that are used solely by employees as a means of access or egress from excavations shall be designed by a competent person. Structural ramps used for access or egress of equipment shall be designed by a competent person qualified in structural design, and shall be constructed in accordance with the design.
  - B. Ramps and runways constructed of two or more structural members shall have the structural members connected together to prevent displacement.
  - C. Structural members used for ramps and runways shall be of uniform thickness.
  - D. Cleats or other appropriate means used to connect runway structural members shall be attached to the bottom of the runway or shall be attached in a manner to prevent tripping.

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E. Structural ramps used in lieu of steps shall be provided with cleats or other surface treatments to the top surface to prevent slipping.

4. Means of Egress from Trench Excavations

A. A stairway, ladder, ramp or other safe means of egress shall be located in trench excavations that are 4 feet or more in depth so as to require no more than 25 feet of lateral travel for employees.

5. Exposure to Vehicular Traffic

A. Employees exposed to public vehicular traffic shall be provided with, and shall wear warning vests or other suitable garments marked with or made of reflectorized or high-visibility material.

6. Exposure to Falling Loads

A. No employee shall be permitted underneath loads handled by lifting or digging equipment. Employees shall be required to stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials. Operators may remain in the cabs of vehicles being loaded or unloaded when the vehicles are equipped, in accordance with 1926.601(b)(6), to provide adequate protection for the operator during loading and unloading operations.

7. Warning System for Mobile Equipment

A. When mobile equipment is operated adjacent to an excavation, or when such equipment is required to approach the edge of an excavation, and the operator does not have a clear and direct view of the edge of the excavation, a warning system shall be utilized such as barricades, hand or mechanical signals, or stop logs. If possible, the grade should be away from the excavation.

**HAZARDOUS ATMOSPHERES**

1. Testing and Controls - To prevent exposure to harmful levels of atmospheric contaminants and to assure acceptable atmospheric conditions, the following requirements shall apply:

A. Where oxygen deficiency (atmospheres containing less than 19.5 percent oxygen) or a hazardous atmosphere exists or could reasonably be expected to exist, such as in excavations in landfill areas or excavations in areas where hazardous substances are stored nearby, the atmospheres in the excavation

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shall be tested before employees enter excavations greater than 4 feet in depth.

- B. Adequate precautions shall be taken to prevent employee exposure to atmospheres containing less than 19.5 percent oxygen and other hazardous atmospheres. These precautions include providing proper respiratory protection or ventilation in accordance with subparts D and E of this part respectively.
- C. Adequate precaution shall be taken such as providing ventilation, to prevent employee exposure to an atmosphere containing a concentration of a flammable gas in excess of 20 percent of the lower flammable limit of the gas.
- D. When controls are used that is intended to reduce the level of atmospheric contaminants to acceptable levels, testing shall be conducted as often as necessary to ensure that the atmosphere remains safe.

## 2. Emergency Rescue Equipment

- A. Emergency rescue equipment, such as breathing apparatus, a safety harness and line, or a basket stretcher, shall be readily available where hazardous atmospheric conditions exist or may reasonably be expected to develop during work in an excavation. This equipment shall be attended when in use.
- B. Employees entering bell-bottom pier holes, or other similar deep and confined footing excavations, shall wear a harness with a lifeline securely attached to it. The lifeline shall be separate from any line used to handle materials, and shall be individually attended at all times while the employee wearing the lifeline is in the excavation.

## 3. Protection from Hazards Associated With Water Accumulation

- A. Employees shall not work in excavations in which there is accumulated water, or in excavations in which water is accumulating, unless adequate precautions have been taken to protect employees against the hazards posed by water accumulation. The precautions necessary to protect employees adequately vary with each situation, but could include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of a safety harness and lifeline.
- B. If water is controlled or prevented from accumulating by the use of water removal equipment, the water removal equipment and operations shall be monitored by a competent person to ensure proper operation.
- C. If excavation work interrupts the natural drainage of surface water (such as streams), diversion ditches, dikes, or other suitable means shall be used to prevent surface water from entering the excavation and to provide adequate drainage of the area adjacent to the excavation. Excavations subject to runoff from heavy rains will require an inspection by a competent person.

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#### 4. Stability of Adjacent Structures

- A. Where the stability of adjoining buildings, walls, or other structures is endangered by excavation operations, support systems such as shoring, bracing, or underpinning shall be provided to ensure the stability of such structures for the protection of employees.
- B. Excavation below the level of the base or footing of any foundation or retaining wall that could be reasonably expected to pose a hazard to employees shall not be permitted except when:
  - 1) A support system, such as underpinning, is provided to ensure the safety of employees and the stability of the structure; or
  - 2) The excavation is in stable rock; or
  - 3) A registered professional engineer has approved the determination that the structure is sufficiently removed from the excavation so as to be unaffected by the excavation activity; or
  - 4) A registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees.
- C. Sidewalks, pavements and appurtenant structures shall not be undermined unless a support system or another method of protection is provided to protect employees from the possible collapse of such structures.

#### 5. Protection of Employees from Loose Rock or Soil

- A. Adequate protection shall be provided to protect employees from loose rock or soil that could pose a hazard by falling or rolling from an excavation face. Such protection shall consist of scaling to remove loose material; installation of protective barricades at intervals as necessary on the face to stop and contain falling material; or other means that provide equivalent protection.
- B. Employees shall be protected from excavated or other materials or equipment that could pose a hazard by falling or rolling into excavations. Protection shall be provided by placing and keeping such materials or equipment at least two feet from the edge of excavations, or by the use of retaining devices that are sufficient to prevent materials or equipment from falling or rolling into excavations, or by a combination of both if necessary.

#### 6. Inspections

- A. Daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions. An inspection shall be conducted by the competent person prior to the start of work and as needed throughout the shift. Inspections shall also be made after every rainstorm or other hazard increasing occurrence.

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- B. These inspections are only required when employee exposure can be reasonably anticipated.
- C. Where the competent person finds evidence of a situation that could result in a possible cave-in, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions, exposed employees shall be removed from the hazardous area until the necessary precautions have been taken to ensure their safety.

#### 7. Fall Protection

- A. Walkways shall be provided where employees or equipment are required or permitted to cross over excavations. Guardrails which comply with 1926.502(b) shall be provided where walkways are 6 feet or more above lower levels.

#### 8. Barricades

- A. Excavations left unattended at the end of the work shift shall have barriers established surrounding the excavation. The barriers can be created from:
  - 1) Spoil Piles
  - 2) Machinery
  - 3) Caution Tape
  - 4) Fencing or Guardrails

#### 9. Protection of Employees in Excavations

- A. Each employee in an excavation shall be protected from cave-ins by an adequate protective system designed in accordance with this section except when:
  - 1) Excavations are made entirely in stable rock; or
  - 2) Excavations are less than 5 feet in depth and examination of the ground by a competent person provides no indication of a potential cave-in.
  - 3) Protective systems shall have the capacity to resist without failure all loads that are intended or could reasonably be expected to be applied or transmitted to the system.

#### 10. Design of Sloping and Benching Systems

- A. The slopes and configurations of sloping and benching systems shall be selected and constructed by the employer or his designee and shall be in accordance with the requirements of the following paragraph as follows:
  - 1) Allowable configurations and slopes.

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- 2) Excavations shall be sloped at an angle not steeper than one and one-half horizontal to one vertical (34° measured from the horizontal), unless the employer uses one of the other options listed below.
  - 3) Maximum allowable slopes and allowable configurations for sloping and benching systems shall be determined in accordance with the conditions and requirements set forth in Appendixes A and B of the OSHA subpart.
  - 4) Designs using other tabulated data.
- B. Designs of sloping or benching systems shall be selected from and in accordance with tabulated data, such as tables and charts.
- C. The tabulated data shall be in written form and shall include all of the following:
- 1) Identification of the parameters that affect the selection of a sloping or benching system drawn from such data;
  - 2) Identification of the limits of use of the data to include the magnitude and configuration of slopes determined to be safe;
  - 3) Explanatory information as may be necessary to aid the user in making a correct selection of a protective system from the data;
  - 4) At least one copy of the tabulated data which identifies the registered professional engineer who approved the data shall be maintained at the jobsite during construction of the protective system. After that time, the data may be stored off the jobsite, but a copy of the data shall be made available to the Secretary upon request.

#### 11. Design by a Registered Professional Engineer

- A. Sloping and benching systems not utilizing the above options shall be approved by a registered professional engineer.
- B. Designs shall be in written form and shall include at least the following:
  - 1) The magnitude of the slopes that were determined to be safe for the particular project;
  - 2) The configurations that were determined to be safe for the particular project;
  - 3) The identity of the registered professional engineer approving the design.
- C. At least one copy of the design shall be maintained at the jobsite while the slope is being constructed. After that time the design need not be at the jobsite, but a copy shall be made available to the Secretary upon request.

- #### 12. Design of Support Systems, Shield Systems, and Other Protective Systems -
- Designs of support systems, shield systems, and other protective systems shall be selected and constructed by the employer or his designee and shall be in accordance with the following requirements as follows:

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- A. Option (1) - Designs for timber shoring in trenches shall be determined in accordance with the conditions and requirements set forth in Appendices A and C of the OSHA Standards.
- B. Option (2) - Designs using manufacturer's tabulated data:
  - 1) Design of support systems, shield systems, or other protective systems that are drawn from manufacturer's tabulated data shall be in accordance with all specifications, recommendations, and limitations issued or made by the manufacturer.
  - 2) Deviation from the specifications, recommendations, and limitations issued or made by the manufacturer shall only be allowed after the manufacturer issues specific written approval.
  - 3) Manufacturer's specifications, recommendations, and limitations, and manufacturer's approval to deviate from the specifications, recommendations, and limitations shall be in written form at the jobsite during construction of the protective system. After that time this data may be stored off the jobsite, but a copy shall be made available to the Secretary upon request.
- C. Option (3) – Designs using other tabulated data.
  - 1) Designs of support systems, shield systems, or other protective systems shall be selected from and be in accordance with tabulated data, such as tables and charts.
  - 2) The tabulated data shall be in written form and include all of the following:
    - a) Identification of the parameters that affect the selection of a protective system drawn from such data.
    - b) Identification of the limits of use of the data.
    - c) Explanatory information as may be necessary to aid the user in making a correct selection of a protective system from the data.
    - d) At least one copy of the tabulated data, which identifies the registered professional engineer who approved the data, shall be maintained at the jobsite during construction of the protective system.
    - e) After that time the data may be stored off the jobsite, but a copy of the data shall be made available to the Secretary upon request.
- D. Option (4) – Design by a registered professional engineer. Support systems, shield systems, and other protective systems not utilizing Option 1, Option 2 or Option 3 above shall be approved by a registered professional engineer.
- E. Designs shall be in written form and shall include the following:
  - 1) A plan indicating the sizes, types, and configurations of the materials to be used in the protective system; and
  - 2) The identity of the registered professional engineer approving the design.

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- F. At least one copy of the design shall be maintained at the jobsite during construction of the protective system. After that time, the design may be stored off the jobsite, but a copy of the design shall be made available to the Secretary upon request.

### 13. Materials and Equipment

- A. Materials and equipment used for protective systems shall be free from damage or defects that might impair their proper function.
- B. Manufactured materials and equipment used for protective systems shall be used and maintained in a manner that is consistent with the recommendations of the manufacturer and in a manner that will prevent employee exposure to hazards.
- C. When material or equipment that is used for protective systems is damaged, a competent person shall examine the material or equipment and evaluate its suitability for continued use. If the competent person cannot assure the material or equipment is able to support the intended loads or is otherwise suitable for safe use, then such material or equipment shall be removed from service and shall be evaluated and approved by a registered professional engineer before being returned to service.

## **INSTALLATION AND REMOVAL OF SUPPORT**

### 1. General

- A. Members of support systems shall be securely connected together to prevent sliding, falling, kick outs, or other predictable failure.
- B. Support systems shall be installed and removed in a manner that protects employees from cave-ins, structural collapses, or from being struck by members of the support system.
- C. Individual members of support systems shall not be subjected to loads exceeding those which those members were designed to withstand.
- D. Before temporary removal of individual members begins, additional precautions shall be taken to ensure the safety of employees, such as installing other structural members to carry the loads imposed on the support system.
- E. Removal shall begin at and progress from the bottom of the excavation. Members shall be released slowly so as to note any indication of possible failure of the remaining members of the structure or possible cave-in of the sides of the excavation.
- F. Backfilling shall progress together with the removal of support systems from excavations.

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## 2. Additional Requirements for Support Systems for Trench Excavations

- A. Excavation of material to a level no greater than 2 feet below the bottom of the members of a support system shall be permitted, but only if the system is designed to resist the forces calculated for the full depth of the trench, and there are no indications while the trench is open of a possible loss of soil from behind or below the bottom of the support system.
- B. Installation of a support system shall be closely coordinated with the excavation of trenches.

## 3. Sloping and Benching Systems

- A. Employees shall not be permitted to work on the faces of sloped or benched excavations at levels above other employees except when employees at the lower levels are adequately protected from the hazard of falling, rolling, or sliding material or equipment.

## **SHIELD SYSTEMS**

### 1. General

- A. Shield Systems shall not be subjected to loads exceeding those which the system was designed to withstand.
  - B. Shields shall be installed in a manner to restrict lateral or other hazardous movement of the shield in the event of the application of sudden lateral loads.
  - C. Employees shall be protected from the hazard of cave-ins when entering or exiting the areas protected by shields.
  - D. Employees shall not be allowed in shields when shields are being installed, removed, or moved vertically.
2. Additional requirement for shield systems used in trench excavations: Excavations of earth material to a level not greater than 2 feet below the bottom of a shield shall be permitted, but only if the shield is designed to resist the forces calculated for the full depth of the trench, and there are no indications while the trench is open of a possible loss of soil from behind or below the bottom of the shield.

## **BASIS OF CLASSIFICATION**

### 1. Classification of Soil and Rock Deposits

- A. Each soil and rock deposit shall be classified by a competent person as Stable Rock, Type A, Type B, or Type C.

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B. The classification of the deposits shall be made based on the results of at least one visual and at least one manual analysis. Such analyses shall be conducted by a competent person using tests described or in other recognized methods of soil classification and testing such as those adopted by the American Society for Testing Materials or the U.S. Department of Agriculture textural classification system.

## 2. Visual and Manual Analysis

A. The Visual and Manual analyses shall be designed and conducted to provide sufficient quantitative and qualitative information as may be necessary to identify properly the properties, factors, and conditions affecting the classification of the deposits.

## 3. Layered Systems

A. In a layered system, the system shall be classified in accordance with its weakest layer. However, each layer may be classified individually where a more stable layer lies under a less stable layer.

## 4. Reclassification

A. If, after classifying a deposit, the properties, factors, or conditions affecting its classification change in any way, the changes shall be evaluated by a competent person. The deposit shall be reclassified as necessary to reflect the changed circumstances.

## **ACCEPTABLE VISUAL AND MANUAL TESTS**

### 1. Visual Tests

- A. Visual analysis is conducted to determine qualitative information regarding the excavation site in general, the soil adjacent to the excavation, the soil forming the sides of the open excavation, and the soil taken as samples from excavated material.
- B. Observe samples of soil that are excavated and soil in the sides of the excavation. Estimate the range of particle sizes and the relative amounts of the particle sizes. Soil that is primarily composed of fine-grained material is cohesive material. Soil composed primarily of coarse-grained sand or gravel is granular material.
- C. Observe soil as it is excavated. Soil that remains in clumps when excavated is cohesive. Soil that breaks up easily and does not stay in clumps is granular.
- D. Observe the side of the opened excavation and the surface area adjacent to the excavation. Crack-like openings such as tension cracks could indicate

*SAFELY WORKING TODAY...  
FOR TOMORROW*

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fissured material. If chunks of soil spall off a vertical side, the soil could be fissured. Small spalls are evidence of moving ground and are indications of potentially hazardous situations.

- E. Observe the area adjacent to the excavation and the excavation itself for evidence of existing utility and other underground structures and to identify previously disturbed soil.
- F. Observe the opened side of the excavation to identify layered systems. Examine layered systems to identify if the layers slope toward the excavation. Estimate the degree of slope of the layers.
- G. Observe the area adjacent to the excavation and the sides of the opened excavation for evidence of surface water, water seeping from the sides of the excavation, or the location of the level of the water table.
- H. Observe the area adjacent to the excavation and the area within the excavation for sources of vibration that may affect the stability of the excavation face.

## 2. Manual Tests

- A. Manual analysis of soil samples is conducted to determine quantitative as well as qualitative properties of soil and to provide more information in order to classify soil properly.

## 3. Plasticity

- A. Mold a moist or wet sample of soil into a ball and attempt to roll it into threads as thin as 1/8" in diameter. Cohesive material can be successfully rolled into threads without crumbling. For example, if at least a 2 inch length of 1/8" thread can be held on one end without tearing, the soil is cohesive.

## 4. Dry Strength

- A. If the soil is dry and crumbles on its own or with moderate pressure into individual grains or fine powder, it is granular (any combination of gravel, sand, or silt). If the soil is dry and falls into clumps which break up into smaller clumps, but the smaller clumps can only be broken up with difficulty, it may be clay in any combination with gravel, sand or silt. If the dry soil breaks into clumps which do not break up into small clumps and which can only be broken with difficulty, and there is no visual indication the soil is fissured, the soil may be considered unfissured.

## 5. Thumb Penetration

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- A. The thumb penetration test can be used to estimate the unconfined compressive strength of cohesive soils. (This test is based on the thumb penetration test described in American Society for Testing and Materials (ASTM) Standard Designation D2488 – “Standard Recommended Practice for Description of Soils (Visual – Manual Procedure).”) Type A soils with an unconfined compressive strength of 1.5 tsf can be readily indented by the thumb; however, they can be penetrated by the thumb only with very great effort. Type C soils with an unconfined compressive strength of 0.5 tsf can be easily penetrated several inches by the thumb and can be molded by light finger pressure. This test should be conducted on an undisturbed soil sample, such as a large clump of spoil, as soon as practicable after excavation to keep to a minimum the effects of exposure to drying influences. If the excavation is later exposed to setting influences (rain, flooding), the classification of the soil must be changed accordingly.

#### 6. Other Strength Tests

- A. Estimates of unconfined compressive strength of soils can also be obtained by use of a pocket penetrometer or by using a hand-operated shear vane.

#### 7. Drying Test

- A. The basic purpose of the drying test is to differentiate between cohesive material with fissures, un-fissured cohesive material, and granular material. The procedure for the drying test involves drying a sample of soil that is approximately 1” thick and 6” in diameter until it is thoroughly dry.
- B. If the sample develops cracks as it dries, significant fissures are indicated.
- C. Samples that dry without cracking are to be broken by hand. If considerable force is necessary to break a sample, the soil has significant cohesive material content. The soil can be classified as an un-fissured cohesive material and the unconfined compressive strength should be determined.
- D. If a sample breaks easily by hand, it is either a fissured cohesive material or a granular material. To distinguish between the two, pulverize the dried clumps of the sample by hand or by stepping on them. If the clumps do not pulverize easily, the material is cohesive with fissures. If they pulverize easily into very small fragments, the material is granular.

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## TRAINING

### 1. Competent Person(s) Identification

- A. Must be trained in and knowledgeable of excavation and trenching standards and other programs that may apply (Hazard Communication, Confined Space, and Respiratory Protection).
- B. Must be capable of recognizing hazardous conditions and must have authority to stop work and ensure that hazards are corrected.
- C. Performs "Daily Excavation Inspection" and "Daily Excavation Logs" are available and knows when inspections should be performed.
- D. Must be capable in assuring the proper locations of underground installations or utilities.
- E. Can determine adequate protective system and ensure employees have proper PPE.

### 2. Hazard Recognition

- A. Types of Hazards:
  - 1) Definition of excavation or trench
  - 2) Cave-ins
  - 3) Hazardous atmosphere
  - 4) Undermining, surcharge loads, vibrations
  - 5) Fall hazards
  - 6) Ladders, stairways, ramps
  - 7) Placement of spoil
  - 8) Utility locations
  - 9) Water accumulation
  - 10) Rescue procedures and equipment
- B. Project Specific Excavation Hazards
- C. Daily Excavation Inspection Process
- D. Excavation Procedures
- E. Soil Classification Definitions
  - 1) Type A Soil
  - 2) Type B Soil
  - 3) Type C Soil
  - 4) Methods of Testing Soils
- F. Types of Protective Systems
  - 1) Sloping
  - 2) Benching
  - 3) Shoring
  - 4) Shields
    - a) Personal Protective Equipment
    - b) Employee Roles in Excavation Safety Systems

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3. Training Verification

- A. Written Training Records
  - 1) Name
  - 2) Date
  - 3) Signature of Trainer

4. Retraining

- A. Changes in excavation protective systems
- B. Changes in workplace or environment
- C. Lack of understanding and skill after initial training



**SUBCONTRACT EXHIBIT 5 – F.A. WILHELM’S EEO STATEMENT**

# **F.A. Wilhelm Construction Co., Inc.**

## **EQUAL EMPLOYMENT OPPORTUNITY POLICY AND AFFIRMATIVE ACTION PROGRAM**

**Effective June 19, 2025**

***Note: Upon request, a copy of this document will be provided to an employee or an employment applicant. The copy will be made available during normal work hours at either the project office or the corporate office.***

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## 1. STATEMENT OF EQUAL EMPLOYMENT OPPORTUNITY POLICY AND AFFIRMATIVE ACTION PROGRAM

It is the Equal Employment Opportunity Policy of F.A Wilhelm Construction Co., Inc. (the "Company") that employment actions taken with respect to qualified employment applicants and Company's employees will be taken in compliance with all applicable executive orders, federal and state statutes, local governmental ordinances and implementing regulations; based only on valid job requirements; and taken without regard to: race, color, religion, sex, sexual orientation, gender identity, age, disability, genetic information, national origin, ancestry, disabled veteran, recently separated veterans, and other protected veterans ("Protected Classes"). Employment actions shall include employment, upgrading, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training.

Moreover, the Company is committed to maintaining a work environment free of discrimination, harassment, intimidation, threats and coercion based on any Protected Class applicant or employee exercising his/her rights under the law. Employees are encouraged to report any discrimination, harassment, intimidation or coercion without fear of retaliation. ("EEO Policy")

### **Affirmative Action Program**

It is the policy of the Company that equal employment opportunity be provided in the employment and advancement for all qualified individuals. To achieve this goal, the Company is committed to taking affirmative action to employ and advance in employment qualified protected veteran employees and individuals with disabilities.

All personnel actions, including recruitment, hiring, training, and promotion of persons in all job titles, are administered without regard to disability or protected veteran status, and all employment decisions are based solely on valid job requirements. Employees and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in or may engage in any of the following activities:

- a. Filing a complaint;
- b. Assisting or participating in an investigation, compliance evaluation, hearing, or any other activity related to the administration of the affirmative action provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA) or any other Federal, state or local law requiring equal opportunity for disabled veterans, recently separated veterans, active wartime or campaign badge veterans, or Armed Forces service medal veterans or Section 503 of the Rehabilitation Act of 1973, as amended (Section 503) or any other federal, state or local law requiring equal opportunity for disabled persons;
- c. Opposing any act or practice made unlawful by VEVRAA or its implementing regulations or any other federal, state or local law requiring equal opportunity for disabled veterans, recently separated veterans, active wartime or campaign badge veterans, or Armed Forces service medal veterans or section 503 or its implementing regulations or any other federal, state or local law requiring equal opportunity for disabled persons; or
- d. Exercising any other right protected by VEVRAA or Section 503 or their implementing regulations.

The Company's EEO policy statement and affirmative action obligations include the full support of Pat Kenney, President, who has assigned responsibilities for implementation to Jill Viotor, Human Resources Manager.

The Company will also continually design and implement audit and reporting systems that will measure the effectiveness and the compliance of the AAP, identify the need for remedial actions, and determine if objectives were attained.

A copy of the EEO statement is posted in a form that is accessible and understandable to an individual with a disability.

## **2. RESPONSIBILITY FOR IMPLEMENTATION**

EEO Officer Responsibilities. The Company's president will appoint an Equal Employment Opportunity Officer ("EEO Officer") who will have full authority to carry out this EEO Policy and Affirmative Action Program and who will have the following responsibilities:

- a. Develop policy statements, personnel policies and procedures, internal and external communication procedures, necessary updates as to any changes in the law and shall monitor the effectiveness of these actions in fulfilling the Company's EEO and affirmative action obligations.
- b. Design, implement and monitor the collection of employment data and internal audit and reporting systems to measure program effectiveness and to determine where progress has been made and where further action may be needed.
- c. Advise the Company's President quarterly on the progress or problems the Company is experiencing in relation to its implementation of its EEO Policy and Affirmative Action Program.
- d. Serve as liaison between the Company and government regulatory agencies, and private organizations that promote equal employment opportunity and training for qualified individuals with disabilities and protected veterans.
- e. Review, at least annually, the Company's EEO Policy and Affirmative Action Program with managers and supervisors to ensure that they are aware of the policy and understand their obligation to comply with it in all employment actions.
- f. Monitor management and supervisors handling of employees' performance to ensure that non-discrimination and affirmative action are adhered to in employment activities.
- g. Encourage all employees to participate in the Company-sponsored recreational activities, training and education regardless of protected veteran or disability status.
- h. Provide training for office and field managers and supervisors to ensure that the Company's facilities and project sites are free from harassment, intimidation and coercion of all employees who exercise their rights under the law and the Company's EEO Policy and Affirmative Action Program.  
Work with management to facilitate, when applicable, a reasonable accommodation for a qualified applicant or employee.
- j. No less than annually, review the Company's EEO Policy, Affirmative Action Program, internal implementation procedures and policies, including audit and reporting, in order to evaluate the effectiveness of the Company's efforts and to make appropriate changes warranted as a result of the review.

## **3. INTERNAL DISSEMINATION OF THE EEO POLICY STATEMENT**

The Company has developed the following internal procedures to communicate its obligation to engage in affirmative action efforts to employ and advance in employment qualified individuals with disabilities and protected veterans.

- 3.1. The Company employees who are authorized to hire, supervise, promote or discharge employees or who recommend such action will be made fully cognizant of and *will*

implement Company's EEO Policy and Affirmative Action Program. To ensure compliance, the following actions will be taken as a minimum:

a. Periodic meetings with management and supervisory employees, whose job description includes a responsibility to implement the EEO Policy and Affirmative Action Program, will be conducted at which time their implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable Company official.

b. Within 30 day of their hire date, all new management and supervisory employees, whose job description includes a responsibility to implement the EEO Policy and Affirmative Action Program, will be provided appropriate training by the EEO Officer or other knowledgeable Company official with respect to Company's EEO Policy and Affirmative Action Program.

c. The EEO Officer or appropriate Company official will provide all personnel engaged in the direct recruitment of employees relative to the methods followed by the Company in employing and advancing in employment qualified individuals with a disability or protected veterans.

3.2. In order to make Company's EEO Policy and Affirmative Action Program known to all employees, prospective employees and potential sources of employees, i.e. schools, employment agencies, labor unions, college placement offices, etc., the following actions will be taken:

a. Notices and posters setting forth the EEO Policy and Affirmative Action Program will be placed in areas readily accessible to employees, applicants for employment and potential employees such as office and project site bulletin boards.

b. The Company's procedures to implement said policy will be brought to the attention of employees by means of meetings, employee handbooks or other appropriate means.

c. The Company will provide a copy of its EEO Policy and Affirmative Action Program to: each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding; to any training programs; and to any recruiting sources and community organizations that promote training and hiring of qualified individuals with a disability or protected veterans.

#### **4. EXTERNAL DISSEMINATION OF THE EEO POLICY STATEMENT, RECRUITMENT AND OUYREACH**

The Company undertakes appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit individuals with disabilities and protected veterans such as the following:

a. When advertising for employees, the Company will include in all advertisements for employment the notation "An Equal Opportunity Employer Including Protected Veterans and Individuals with Disabilities". The Company will insert all such advertisements in newspapers or other publications believed to have circulation among disabled and protected veteran individuals in the area from which the Company's work force would normally be derived.

b. The Company will conduct recruitment through public and private employee referral sources likely to yield a qualified disabled and/or protected veteran applicants including, but not limited to: local veterans' employment representative, Department of Veterans Affairs, Regional Office, veterans' counselors and coordinators on college campuses, service officers of national veterans' groups and local veterans' groups and veterans' service centers, state employment agencies, schools, colleges and public and private organizations that train and facilitate

employment of these individuals. To meet these requirements, the Company will, through the

EEO Officer, identify and meet with representatives of recruiting sources of potential, qualified disabled and/or protected veteran applicants and establish with such identified sources procedures whereby applicants may be referred to the Company for employment consideration.

c. The Company will encourage its present employees to refer qualified disabled and/or protected veteran applicants by posting appropriate notices or bulletins in an area accessible to all such employees. In addition, information and procedures with regard to referring qualified disabled and/or protected veteran applicants will be discussed with employees.

d. The Company incorporates the Equal Opportunity Clause regarding individuals with disabilities and protected veterans in its purchase orders, leases, and contracts as required by law, executive order, and regulation. Written notification of the Equal Opportunity Policy is sent to all subcontractors, vendors, and suppliers requesting appropriate action on their part.

## **5. REVIEW OF PERSONNEL PROCESSES**

The Company reviews its employment procedures to ensure careful, thorough, and systematic consideration of the job qualifications of protected veterans and applicants with disabilities for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available. This review ensures that personnel procedures do not stereotype protected veterans and individuals with disabilities in a manner that limits their access to all jobs for which they are qualified. Applicants and employees with disabilities have equal access to personnel processes, including those implemented through information and communication technologies. The Company periodically reviews its processes, and makes any necessary modifications to ensure its affirmative action obligations are carried

The following are some procedures that may be used to facilitate the review and evaluative process:

5.1. With respect to qualified applicants or employees known to be disabled, a disabled veteran or other protected veteran, the Company will consider the job qualifications of the applicant or employee, and with respect to veterans will rely only on the portion of the individual's military record, including discharge papers, which are relevant to the requirements of the employment opportunity.

5.2. Wages, working conditions and employee benefits shall be established and administered and employment actions of every type, including, but not limited to, hiring, upgrading, promotion, transfer, demotion, layoff and termination, will be taken without regard to disabled or protected veteran status. The following procedures will be followed:

a. Periodic inspections of project sites will be conducted to ensure that working conditions and employee facilities do not allow discriminatory treatment of project site personnel.

b. Except for job classifications covered by a collective bargaining agreement, the spread of wages paid within each classification will be periodically evaluated to identify potential indicators of salary disparities.

## **6. PHYSICAL AND MENTAL QUALIFICATIONS**

a. Physical and mental job qualification requirements and employment standards are examined and reviewed in December each year to ensure that they are consistently applied, and reflect actual job duties and responsibilities; and that, to the extent the requirements and standards tend to screen out a qualified disabled or protected veteran, they are job related and consistent with business necessity and the safe performance of the job.

b. Whenever the Company applies physical or mental qualifications standards in the selection of applicants or employees for employment or other change in employment status such as promotion, demotion, or training, to the extent that qualification standards tend to screen out a qualified disabled or protected veteran, the standards will be related to the specific job or jobs for which the individual is being considered and consistent with business necessity and the safe performance of the job.

## **7. REASONABLE ACCOMMODATION**

The Company makes reasonable accommodations to the physical and mental limitations of employees or applicants to the extent that such accommodations do not impose an undue hardship on the conduct of its business. When an employee with a known disability or known to be a disabled veteran has significant difficulty performing his or her job, and it is reasonable to conclude that the performance problem may be related to the known disability, the employee is confidentially notified of the performance problem, and asked if the problem is related to the disability. If the employee indicates that the performance problem is related to his or her disability, the employee is asked if reasonable accommodation is needed.

## **8. TRAINING AND PROMOTION**

The Company will assist in locating, qualifying and increasing the skills of qualified disabled or protected veteran employees and applicants for employment.

a. Consistent with Company's manpower requirements, and as permitted by federal and state regulations, the Company will make full use of training programs, i.e. pre-apprenticeship, apprenticeship and/or on-the-job training, including hometown plans, e.g. the Indiana Plan, for the geographical area of contract performance.

b. The Company will advise employees and applicants for employment of available training programs and entrance requirements for each to the extent that Company is aware of such training programs and entrance requirements.

The Company will periodically review the training and promotion potential of protected veterans and individuals with disabilities employees and will encourage eligible employees to apply for such training and promotion.

## **9. HARASSMENT**

The Company develops and maintains procedures to ensure that its employees are not harassed because of their status as an individual with a disability or a protected veteran.

## **10. AUDIT AND REPORTING SYSTEM**

The Company has designed, implemented, and documented an audit and reporting system that:

a. Measures the effectiveness of the affirmative action program.

- b. Indicates any need for remedial action.
- c. Determines the degree to which the objectives have been attained.
- d. Determines whether protected veterans and individuals with known disabilities have the opportunity to participate in all company sponsored educational, training, recreational, and social activities.
- e. Measures compliance with the affirmative action program's specific obligations.

Where the affirmative action program is found to be deficient, corrective action is taken to bring the program into compliance.

## **11. TRAINING**

All personnel involved in recruitment, screening, selection, promotion, discipline, and related processes are trained to ensure the implementation of the Company's commitments made in this Affirmative Action Program.

## **12. DATA COLLECTION ANALYSTS**

The Company documents the following computations or comparisons pertaining to applicants and hires on an annual basis, and maintains them for a period of three (3) years:

- a. The number of applicants who self-identified as individuals with disabilities pursuant to § 60-741.42(a), or who are otherwise known to be individuals with disabilities;
- b. The number of applicants who self-identified as protected veterans pursuant to § 60-300.42(a), or who are otherwise known as protected veterans;
- c. The total number of job openings and total number of jobs filled;
- d. The total number of applicants for all jobs;
- e. The number of protected veterans and individuals with disabilities applicants hired; and
- f. The total number of applicants hired.

## **13. COMPLAINT PROCEDURES**

If an employee feels he or she has been discriminated against, harassed, intimidated, or coerced on the basis of their status as an individual with a disability, protected veteran, or any other recognized status under the law, he or she may bring a complaint to his or her immediate supervisor. If the complaint involves the supervisor, the employee has a right to discuss the matter with the department manager or the EEO Officer. The EEO Officer will immediately investigate and take all appropriate corrective actions. Complaints will be treated confidentially as much as possible. Retaliation for use of the complaint procedure will not be tolerated and any retaliation should be reported. This complaint process does not preclude the employee from contacting any local, state or federal civil rights agencies.

The Company will not retaliate against an employee or applicant for filing a complaint

with the appropriate governmental office.



**SUBCONTRACT EXHIBIT 6 – CITY OF SOUTH BEND’S EEO STATEMENT**

## CITY OF SOUTH BEND

### EQUAL EMPLOYMENT OPPORTUNITY CONTRACTING PROVISIONS DIVERSITY UTILIZATION

It is the policy of the City of South Bend to provide equal employment and business opportunity for all persons, partnerships, companies, and corporations in accordance with the rules, regulations and guidelines of the applicable federal, state and local laws. This policy of equal employment and business opportunity shall apply to every contractor or subcontractor bidding or holding a public contract with the City of South Bend.

In furtherance of this policy, the following Equal Opportunity Clauses are hereby made a part of every construction contract entered into by the City of South Bend and all subcontractors entered into pursuant to any such contract and the bidder hereby certifies that it/he/she will abide by these provisions.

The contractor will not discriminate against any applicant or employee because of race, color, religion, sex, national origin, or handicap. The contractor will take affirmative action to ensure that all applicants or employees are treated fairly and equitably. Such action shall include but not be limited to the following: hiring, upgrading, demotion or transfer, recruitment, advertising, lay-offs or termination, rates of pay or other forms of compensation and selection for training including apprenticeship programs.

The contractor shall agree to post in conspicuous places available to employees and applicants, notices to be provided setting forth the provisions of the Non-Discrimination Clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The contractor will send to each labor union or representative of workers with which it/he/she has a bargaining agreement or other contract or understanding, a notice to be provided, advising the labor union or worker's representatives of the contractor's commitment under this section, and shall post copies of the notices in conspicuous places available to applicants and employees.

The contractor will comply with all provisions of Executive Order 11246 (as amended by 11375) and of the rules, regulations and relevant orders of the Department of Labor.

#### **Subpart B -- Contractors' Agreements**

Sec. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:"

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin."

"(3) The contractor will send to each labor union or representative of workers with which it/he/she has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules and regulations, and relevant orders of the Secretary of Labor."

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders."

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, in this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked\* as provided in Executive Order No 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law."

"(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate

in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

*\* Corrected to read "invoked". In the original text the word "involved" was printed in error.*



**SUBCONTRACT EXHIBIT 7 – CITY OF SOUTH BEND’S GUIDELINES FOR GOOD FAITH  
EFFORTS BY CONTRACTORS IN MEETING MWBE CONTRACT GOALS**

# CITY OF SOUTH BEND'S GUIDELINES FOR GOOD FAITH EFFORTS BY CONTRACTORS IN MEETING MWBE CONTRACT GOALS

Under the City of South Bend's Minority and Women's Business Enterprise (MWBE) Inclusion Program Plan (COSB Inclusion Plan), the City of South Bend (the City) is authorized to set "contract specific" goals to increase MWBE participation in City contracts and procurements.

MWBE participation goals are set based on availability of MWBE contractors within the City's geographic market area identified in the City's Disparity Study.

For contractors bidding on a construction, services, supplies or equipment contract where goals have been set for all or parts of the project, below is information relevant to "good faith efforts" to meet the contract goal.

When the City sets a contract goal, that means MWBE's are in fact available to perform work on the contract. **Project bidders must try diligently to meet the goal. Failure to make a good faith effort may result in rejection of your bid as non-responsive to the contract.**

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*Good faith efforts* means actions undertaken by a contractor to achieve a contract goal which, by their scope, intensity, and appropriateness to the objective, can be reasonably expected to fulfill the Program's goals (City's Inclusion Plan, Section 4.B., No. 21).

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A good faith effort is fully reviewable by the City. **Where a contract goal is not met, contractors must provide as much information as possible to help the City assess the contractor's good faith efforts to achieve the goal. Inadequate proof of good faith efforts may result in a finding that the contractor was non-responsive, causing its bid to be rejected even if it is the lowest.**

Good faith efforts require **active, aggressive efforts** by the prime contractor to obtain the contract MWBE participation goal. Mere pro forma efforts are not good faith efforts. To satisfy the good faith efforts test:

- A prime contractor may not reject a MWBE's bid solely because it is not the lowest bid received from subcontractors. If the MWBE's costs are reasonable and not excessive, the MWBE's quote or bid presumptively should be accepted on a contract requiring goals even if the MWBE's bid is not the lowest one received. However, if an MWBE's bid or quote is unreasonable or excessive, the prime contractor may reject the bid on that basis. The contractor has the burden of demonstrating the excessiveness or unreasonableness of the MWBE's bid or quote. Because the City must determine whether a MWBE quote was unreasonable or excessive, **Contractors must provide the City with copies of each MWBE and non MWBE quote submitted to the bidder when a non-MWBE was selected over an MWBE.**
  
- A contractor may not reject a MWBE as being unqualified without sound reasons based on a thorough investigation of the MWBE's capabilities. If a prime contractor rejects a MWBE as unqualified, the Contractor must provide the City with good reasons for this. The MWBE's industry standing or membership in a specific group, organization, political or social affiliation (example: union v. non-union) is not a basis to reject the MWBE for lack of qualification.

- The ability or desire of a prime contractor to perform the work of the contract with its own organization team does not relieve the prime contractor of the need to make good faith efforts to use MWBE sub contractors to meet the contract goal.

**EXAMPLE:** Total Project Estimate is \$500,000. An MWBE goal of 10% is set for a specific part of the project, i.e., \$50,000. Only one MWBE submits a quote to the prime contractor, and it is \$50,000. A non MWBE submits a quote of \$45,000. Rejecting the MWBE bid may not meet the requirement of making a good faith effort to meet the contract goal because: 1) the MWBE quote is within the goal percentage and dollar amount set for MWBE participation on the project; 2) selection of the MWBE quote guarantees that the contractor meets the set goal and that its bid will be deemed responsive; and 3) the difference between the MWBE and non MWBE quotes is not significant in terms of the overall contract amount (i.e., 1% of total contract).

If the MWBE's quote is \$53,000 and the non-MWBE bid is \$50,000, it may yet not be demonstrative of a good faith effort to reject the MWBE solely because the MWBE's quote is not the lowest. The excess is not greatly significant to the total contract cost, and it could reasonably be expected to be made up elsewhere in the contract while guaranteeing full goal compliance.

The above examples are illustrative only. The City will make a fair and reasonable judgment as to good faith efforts based on all information and documentation provided by bidders and taking into account the Quality, Quantity, and Intensity of the efforts made by a contractor to meet the contract goal.

## **GOOD FAITH EFFORTS MATERIALS TO BE INCLUDED WITH BID**

If a contractor's bid does not meet the goal set for the contract, **the contractor must submit evidence of good faith efforts with its bid** so the City can determine whether the contractor is a responsive bidder. If the contractor's bid meets the MWBE goal, evidence of good faith effort is not required, but it would be prudent to include some evidence in case an error was made.

The information required of a contractor who has not achieved the contract goal to show good faith efforts can be found in the South Bend Inclusion Program Plan at Section 8.B.3.d. as follows:

(b) Where the bidder cannot achieve the contract goal, the bidder must provide proof of having made good faith efforts to meet the goal. In making this determination of whether to issue a goal waiver, the City will consider, at a minimum, the bidder's efforts to:

(1) Solicit through all reasonable and available means (*e.g.*, attendance at pre-bid meetings, advertising and written notices) the interest of all MWBEs in the scopes of work of the contract. The contractor shall provide interested MWBEs with timely, adequate information about the plans, specifications, and requirements of the contract to allow such firms to respond to the solicitation. The bidder must follow up initial solicitations with interested MWBEs.

(2) Select portions of the work to be performed by MWBEs in order to increase the likelihood that the contract goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate participation, even when the bidder would otherwise prefer to perform these work items with its own forces. It is the bidder's responsibility to make a portion of the work available to MWBEs and to select those portions of the work or material needs consistent with the availability of such firms to facilitate their participation.

(3) Negotiate in good faith with interested MWBEs. Evidence of such negotiation includes the names, addresses, and telephone numbers of firms that were contacted; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and why agreements could not be reached. The bidder may not reject MWBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. That there may be some additional costs involved in finding and using MWBEs is not in itself sufficient reason for a bidder's failure to meet the contract goal, as long as such costs are reasonable. The ability or desire of a bidder to perform the work of a Contract with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work within which subcontracting opportunities are available.

(4) Make efforts to assist interested MWBEs in obtaining bonding, lines of credit, or insurance as required by the City or the bidder, where appropriate.

(5) Make efforts to assist interested MWBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, where appropriate.

### **Materials that should be submitted to support a contractor's good faith efforts include:**

- Copies of advertisements, notices, or solicitations from contractor to MWBE's-- to include date and time of issuance;
- A list of all locations where advertisements or notices to MWBE's were placed or solicitations sent;
- Copies of communication between contractor and MWBE's in response to contractor's advertisements, notices, or solicitations;
- Proof of contractor's break-out of contract items into units feasible for performance by WMBE's;

- Proof of communications between the contractor and MWBE regarding negotiations for agreements, and why agreement could not be reached, as stated more specifically in above Subsection (b) (3);
- Proof of bids or quotes from MWBE's and those from non MWBE's when non MWBE's bid or quote is used;
- Proof of efforts made by contractor to assist MWBE to participate in contract, where appropriate; and
- Any other information tending to show that Contractor made active, aggressive efforts to meet the MWBE participation goal but despite good faith efforts was unable to do so.

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