



ON ANGELS WINGS ARCADIA STATUE INSTALLMENT PROJECT MANUAL

Project Title: On Angels Wings – Arcadia Statue Installment

Owner / Client: City of Arcadia

Project Location: Memorial Park Drive, Arcadia, WI 54612

Prepared By: Wieser Brothers General Contractor, Inc.

Date Issued: May 20, 2026

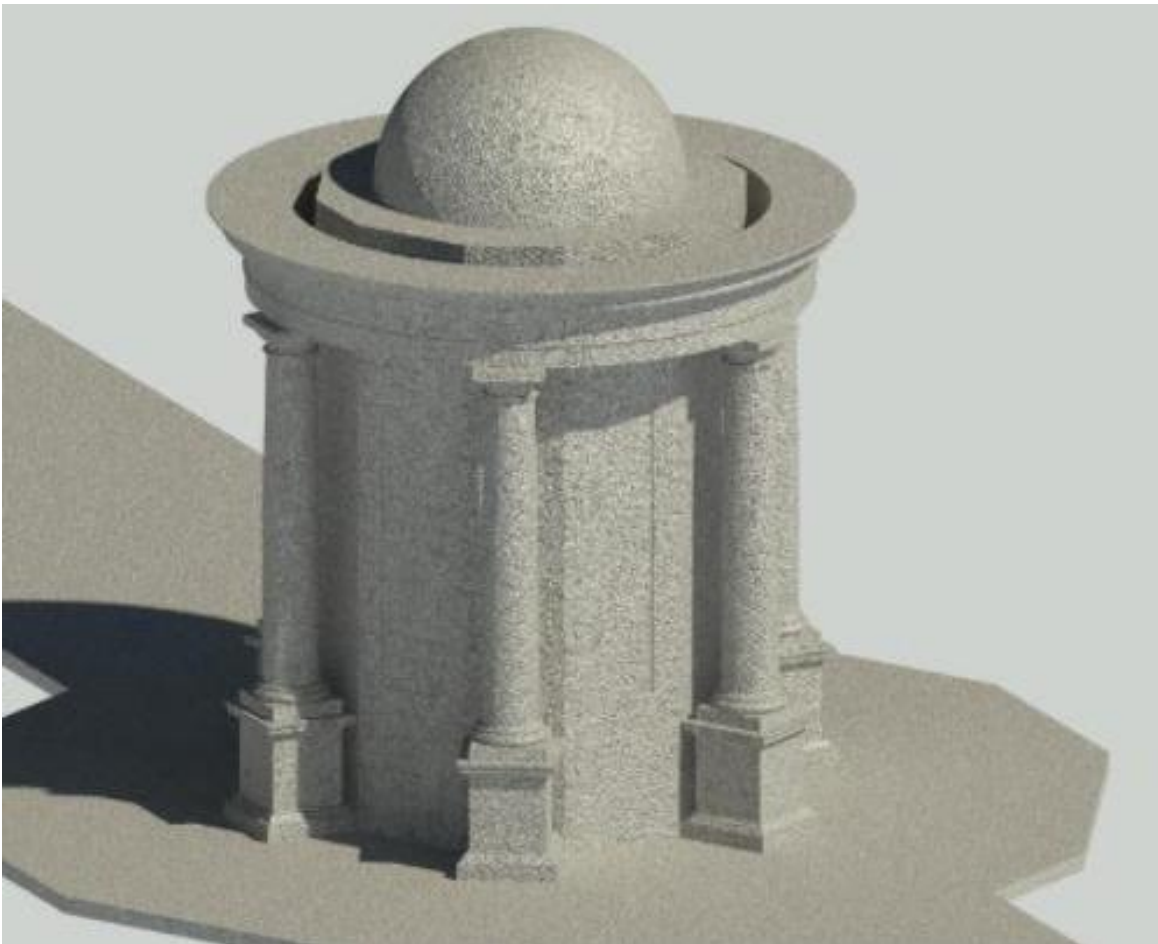


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INVITATION TO BID

Wieser Brothers General Contractor, Inc. has advertising for bids for the project described herein.

Project Title: On Angels Wings – Arcadia Statue Installment

Project Location: Memorial Park Drive, Arcadia, WI 54612

Owner / Client: City of Arcadia

Bid Due Date & Time Thursday, June 4, 2026 @ 12:00 p.m.

Anticipated Start Date: June 10, 2026

Anticipated Completion Date: August 12, 2026

Project Summary:

This project consists of earthwork, concrete foundations/flatwork, electrical and landscaping to support the installation of a 32'-0" tall monument base and sculpture.

Communication Protocols:

All project specific questions and RFIs are to be directed to Jim Hamilton, Sr. Project Manager at bids@wieserbrothers.com.

Bid Submission:

All bids are to be submitted to bids@wieserbrothers.com by the specified due date and time listed above to guarantee review.

Addendum:

Any addendum issued during the time of bidding shall become a part of the Project Contract Documents. Bidders shall acknowledge receipt of such addendum in the appropriate space provided on the Bid Form. A bid may be rejected if receipt of addendum applicable to the award of the contract has not been acknowledged on the Bid Form. Note that while acknowledging addendum is essential, it is not the only acknowledgement required. Ensure that all addendum are acknowledged on the provided lines of the attached Bid Form to avoid potential rejection.

BID FORM – REQUIRED

NAME & ADDRESS OF COMPANY SUBMITTING BIDS:

Company: _____

Street Address: _____

P.O. Box: _____

City, State, and Zip: _____

Contact Person: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

PROJECT: ON ANGELS WINGS – ARCADIA STATUE INSTALLMENT
Memorial Park Drive
Arcadia, WI 54612

SUBMIT BIDS TO: Wieser Brothers General Contractor
200 Twilite Street
La Crescent, MN 55947
bids@wieserbrothers.com
Fax: 507-895-8438

BIDS DUE: 12:00 p.m. (CST) Thursday, June 4, 2026

In strict compliance with the Bidding and Contract Documents the undersigned has become thoroughly familiar with the terms and conditions of the proposed Contract Documents, local conditions affecting the Work, and fully inspected the particulars of the site.

On Angels Wings –
Arcadia Statue Installment

Bid Category Number(s) _____ **Category Title** _____

BASE BID: All Work as defined in Bid Category Number(s) noted above.

For the sum of _____
_____ Dollars (\$_____).

COMBINED BID

OFFER: Having examined the Place of the Work and all matters referred to in the Contract Documents prepared by Wieser Brothers for the above-mentioned project, we the undersigned; hereby offer to enter into a contract to perform the Work for the Sum of:

_____ Dollars (\$_____).

Work Categories being included in the combined bid:

TAX EXEMPT STATUS

Owner is exempt from state sales and use taxes on materials and equipment to be incorporated in the work. Said taxes shall not be included in the bid.

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # _____ Dated _____.
2. Addendum # _____ Dated _____.
3. Addendum # _____ Dated _____.
4. Addendum # _____ Dated _____.

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for forty-five days from the bid closing date. Bidder agrees to accept any combination, one, or all of bid categories offered above. If this bid is accepted by Wieser Brothers General Contractors, Inc. within the time stated above, Bidder will:

1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish insurance certificates, affidavits, and bonds (if required) within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed of this bid.

ACKNOWLEDGEMENT

Please acknowledge that the bidder has reviewed and is in acceptance of the following specification sections:

Architectural Plans v1.1 – On Angels Wings – Arcadia Statue Installment; 3-24-26 Initialize: _____.

Architectural Plans v2.2 – On Angels Wings – Arcadia Statue Installment; 4-29-26 Initialize: _____.

Project Manual – On Angels Wings – Arcadia Statue Installment; 5-20-26 Initialize: _____.

Subcontractor to submit a full proposal/scope of work in addition to this required bid form.

BID FORM SIGNATURE(S)

Signature: _____

Printed Name & Title: _____

Proposal Date: _____

END OF BID FORM

SCOPE OF WORK

Project: On Angels Wings – Arcadia Statue Installment
Bid Due Date & Time: Thursday, June 4, 2026 @ 12:00 p.m.

Work Category	Work Included	Exclusions
GENERAL SECTION (Relates to ALL Work Categories)	<ul style="list-style-type: none"> • All subcontractors to adhere to insurance requirements specified in Wieser Brothers’ Master Subcontractor Agreement. • Agreeance to Wieser Brothers’ Master Subcontractor Agreement. • Coordinate all construction traffic routes with Wieser Brothers Field Project Manager. • Safety will be enforced but remain the full responsibility of each contractor and supplier. • Contractor will be responsible for maintaining an alcohol and drug free work site. • Each contractor to provide penetrations, sleeves, box-outs, etc. for their work. • Fire-stopping is required to be done by each contractor that penetrates a rated wall, floor or ceiling. • Any work performed outside of the base work scope will require written approval before the work is done. • All contractors shall protect adjacent work from damage. • Each contractor is responsible for daily cleanup of their own work. Wieser Brothers will cleanup and back charge the responsible contractor if failure to do so at the rate of \$75.00/hour. • Each contractor is responsible for their own cutting and patching. • Each contractor is responsible to provide their own equipment necessary to perform the work. • Each contractor to provide their own equipment to unload materials, handle, and to install their own work. If Wieser Brothers equipment is used by a subcontractor, we will record the usage and invoice accordingly. • Include all permits required for your work. • Bi-weekly progress meetings will be held. Failure to attend when invited will result in a \$250 penalty. Penalty will be deducted from your contract total. • Owner is exempt from state sales and use taxes on materials and equipment to be incorporated in the work. Said taxes shall not be included in the bid. 	
3E – Concrete Foundations	<ul style="list-style-type: none"> • Provide layout of all foundation walls. Benchmarks and corners will be provided by CM. • Provide all reinforcements and ledges per plan. • Provide rebar shop drawings for approval. • Provide all concrete pumping as necessary. • Install six (6) each 32” x 32” piers with six (6) #5 verticals and five (5) #3 stirrups. 	

Dated: 5/20/2026

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SCOPE OF WORK

Project: On Angels Wings – Arcadia Statue Installment
Bid Due Date & Time: Thursday, June 4, 2026 @ 12:00 p.m.

Work Category	Work Included	Exclusions
	<ul style="list-style-type: none"> • 25 LF of 24" x 12" continuous footing with two (2) runs of #5 continuous rebar. • 25 LF of 8" concrete wall with #5 rebar 12" on center each way reinforcement. • Provide and install three (3) stainless steel bollards. 	
3F – Site Concrete	<ul style="list-style-type: none"> • Install 780 SF of 6" thick (4000 psi) broomed concrete walkway with #4 rebar 24" on center each way. <ul style="list-style-type: none"> ○ Install a 9" x 9" deepened edge at formed side of concrete walkways with two (2) additional #4 rebar. • Include one (1) coat of AS1 concrete sealer or approved equal. 	
3G – Soil & Concrete Testing	<ul style="list-style-type: none"> • Provide on-site soil analysis to include hand boring. • Provide report to CM should include soils proctor analysis and recommendations. • Provide compaction test [two (2) trips] and concrete cylinder testing [two (2) trips]. • Provide subgrade observations during foundation and pavement subgrade prep • Provide a standard schedule of hourly rates for all services. 	
10B – Signage	<ul style="list-style-type: none"> • Provide and install six (6) cast aluminum plaques 28" x 96" with arch top and 8" x 8" x 1" raised emblem. • Provide and install one (1) cast aluminum donor plaque 24" x 24" without emblem. • Provide and install one (1) cast stainless steel 60" diameter sidewalk medallion of US seal. 	
26A – Electrical	<ul style="list-style-type: none"> • Provide point of connection for utility at podium location. • Provide and install raceway for utility from podium to 5' away at required burial depth. • Provide and install fuse protection for lighting at podium location. • Provide and install raceway and wire from podium to monument. • Provide and install six (6) lights, raceways and wire in concrete sidewalk around monument equally spaced shining up. <ul style="list-style-type: none"> ○ Six (6) Lumark AP TCR Tracer Flood lights or approved equivalent sculpture lights • Provide and install six (6) lights, raceways and wire in raised monument platform shining down. <ul style="list-style-type: none"> ○ Six (6) Lumiere Monaco 3002 or approved equivalent in ground up lighting. • Provide and install six (6) lights, raceways and wire in raised monument platform shining down. 	

SCOPE OF WORK

Project: On Angels Wings – Arcadia Statue Installment
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Work Category	Work Included	Exclusions
	<ul style="list-style-type: none"> ○ Six (6) Recessed LED (Specifications) or approved equivalent downlights. ● Provide and install dusk to dawn lighting control at podium location. ● Obtain approval of final light fixture with CM. 	
31A – Earthwork	<ul style="list-style-type: none"> ● Provide demolition of existing approximately 650 SF of hard surfaces as represented, haul all demolition material to appropriate landfills. ● Provide layout for all earthwork operations. Structure corners will be provided by CM. ● Provide and maintain all erosion control measures, obtain and maintain all necessary permits. ● Provide tracking mats as required to limit damage to existing landscaped areas and finishes. ● Strip and stockpile existing topsoil for later use, import or export as necessary. ● Excavate and backfill for proposed foundations. Refer to foundation plan. ● Install black salvaged black dirt. ● Provide traffic control/barricades for all earthwork operations as necessary. 	
32C – Landscaping	<ul style="list-style-type: none"> ● Provide seeding as represented (approximately 1,150 SF). ● Provide a one (1) year warranty on all plantings. ● Maintain all turf areas until they are established. ● Provide E-Mat at all seeded areas. 	
32D – Sculpture Fabrication	<ul style="list-style-type: none"> ● Supply 8’ x 8’ x 17’ cast 316L stainless steel angel. ● High polish/mirror finish. ● Include internal support structure/mounting locations. ● <i>Reference attached images (page 4).</i> 	

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Work Category	Work Included	Exclusions
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Image #1

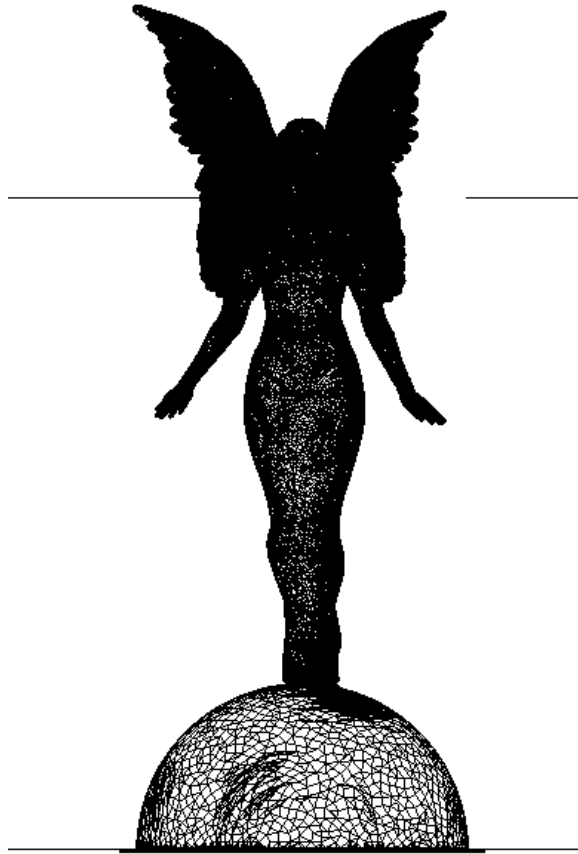


Image #2

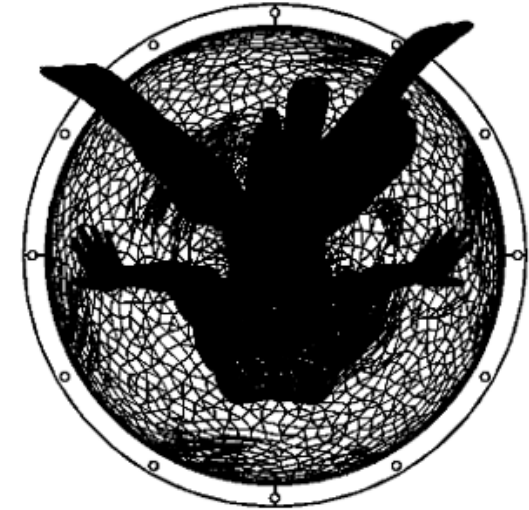


Image #3

MASTER SUBCONTRACTOR AGREEMENT

THIS MASTER SUBCONTRACTOR AGREEMENT, made on 5/18/2020 between Wieser Brothers General Contractor, Inc. hereinafter called the Contractor, and «FirmName» hereinafter called the Subcontractor.

CONTRACTOR: Wieser Brothers General Contractor, Inc., 200 Twilite St., La Crescent, MN 55947

SUBCONTRACTOR: «FirmName», «FirmAddress», «FirmCity», «FirmState» «FirmZip»

The Contractor and the Subcontractor agree as set forth below:

1. **CONTRACT DOCUMENTS:** This Master Subcontractor Agreement ("Subcontract") shall apply to and govern all Work Orders issued by Contractor to Subcontractor on or after the date of this Contract. Contractor may from time to time issue amendments to this Subcontract. All such amendments shall be available through a link provided in Contractor's online planroom available at planroom.wieserbrothers.com, and each such amendment shall apply to this Subcontract. Subcontractor shall be deemed to have accepted all such amendments to the Subcontract through acceptance of a Work Order after the date of the posted Subcontract amendment, acceptance of payment for work on a Project after the date of the posted Subcontract amendment, commencement of work on a Work Order after the date of the posted Subcontract amendment, or submitting a proposal for a Work Order after the date of the posted Subcontract Amendment. Nothing in this Subcontract shall require the Contractor to issue a Work Order to Subcontractor for any Project or establish an exclusive relationship between Subcontractor and Contractor. Contractor reserves the right to solicit bids, proposals, or enter into contracts with other subcontractors performing the same kinds or types of work as Subcontractor. For each Project, the Contract Documents shall consist of the Contractor's prime contract with the Owner, the general, supplemental, special and other terms and conditions to the prime contract, the plans, drawings, specifications, and other documents or exhibits referenced in the Work Order, this Subcontract, all amendments to this Subcontract, and exhibits to this Subcontract. The terms of this Subcontract shall take precedence over any inconsistent terms in the other Contract Documents.
2. **PAYMENT:** The Contractor agrees to pay Subcontractor for satisfactory performance of Subcontractor's work the lump sum price set forth in the Work Order subject to the following terms.
 - A. **PROGRESS PAYMENTS,** less retainage as set forth in the applicable Work Order, shall be made to Subcontractor from valid and undisputed submitted pay requests; within thirty (30) days of receipt; for properly completed work of all labor and material which has been placed in position by said Subcontractor. Retainage will be released within ten (10) days after retainage payment is received by Contractor. Only acceptable invoice submissions will be considered for inclusion in Contractor's pay requests to Owner, and Subcontractor must submit all submissions via mail or email to: invoices@wieserbrothers.com.
 - B. **FINAL PAYMENT,** constituting the entire unpaid balance of the Subcontract Sum without interest, shall be made to Subcontractor within thirty (30) days after the Subcontractor has billed in full and completed its work to the full satisfaction of Architect or Owner and final payment is made by Owner and received by Contractor.
 - C. The payments are subject to and conditioned upon receipt of such lien waivers, affidavits, prevailing wage reports (if applicable), as-built, owners' manual, warranties and guarantees required by the Contract Documents and Contractor.
 - D. Subcontractor expressly agrees that it retains the risk of the Owner's insolvency or inability to pay for Subcontractor's work, and such risk is not transferred to Contractor under the Subcontract. Irrespective of any term or inference to the contrary in this Subcontract, payment by Owner to Contractor is a condition precedent to any obligation of the Contractor to make payment to the Subcontractor.
3. **SCOPE OF WORK:** The Subcontractor agrees to perform the scope of work set forth in the Work Order issued to Subcontractor for the Project. All of Subcontractor's work set forth in the Work Order and the Contract Documents shall be performed in strict accordance with the Project's Contract Documents.
4. **SCHEDULE OF WORK:** The Subcontractor agrees to promptly begin said work as soon as the Project is ready for such work or within three (3) calendar days after being notified by the Contractor, and to complete the work as required by job progress or within the time limits of the project schedule. Prior to beginning work, the Subcontractor is responsible for obtaining its own utility locates. Subcontractor recognizes that changes may be made in the Project Schedule and agrees to comply with such changes without additional compensation.
5. **SUBCONTRACTOR'S PAYMENTS:** The Subcontractor shall pay for all materials, labor, and equipment used in or connection with the performance of the Subcontract and to defend, indemnify, and save harmless and protect the Project, the Owner, and the Contractor from any and all costs, liabilities, damages, expenses, and fees (including attorneys' fees) arising out of or relating to claims or mechanics' liens on account thereof, and to furnish satisfactory evidence of compliance with these requirements.

Upon delivery of written notice from Contractor, Subcontractor shall promptly commence to discharge such claims of lien either by payment or by lien discharge bond at no cost to Owner or Contractor. This provision shall not be construed as a waiver of the right of the Subcontractor to file and enforce a lien claim against the Owner in the event of the Contractor's failure to pay the Subcontractor. Subcontractor shall be liable to Contractor for attorneys' fees incurred by Contractor to enforce this provision.

6. **SUBMITTALS:** The Subcontractor shall submit all shop drawings, plans/blueprints, submittals, samples, manufacturer warranties, and/or specifications within fifteen (15) calendar days of the contract date if applicable. Payments will be withheld until shop drawings, plans/blueprints, submittals, samples, and/or specifications are received. At the end/completion of the project all As-Builts, manufacturer warranties, Subcontractor warranties required by the Contract Documents, and Owners Manuals need to be delivered to the Contractor's office as a condition precedent that must be satisfied before final payment will be made.
7. **ASSIGNMENT:** This Contract, any Work Order issued hereunder, or any portion thereof, including any right to payment, shall not be assigned by the Subcontractor without the express written consent of Contractor, and any such assignment shall be void and of no force and effect.
8. **CHANGES:** Contractor, without invalidating this Subcontract or Work Order, may direct Subcontractor in writing to make changes to Subcontractor's work. No extra work or changes under this Contract will be recognized or paid for, unless agreed to in writing by Contractor before the work is done or the changes made. Contractor shall not be liable for any labor, materials, expenses, services or other items which Subcontractor provides or agrees to provide Owner or Architect without Contractor's prior written consent. Subcontractor shall provide all written notices applicable to the submission of claims or changes set forth in the Contract Documents at least three days in advance of the deadline set forth in the Contract Documents for the submission of such claims, and if no such time is set forth in the Contract Documents, Subcontractor shall provide written notice to Contractor of such claim or change within three days after the circumstance giving rise to such change or claim commences. Subcontractor's failure to provide timely notice shall be deemed a waiver and release of Subcontractor's right to claim additional compensation and time because of such claims or changes, it being understood that Contractor will be prejudiced in its ability to seek compensation from the Owner in the event Subcontractor fails to provide such written notice.
9. **TIME EXTENSION:** No extension of time for performance is recognized without the written consent of Contractor. If, however, Subcontractor is delayed in the performance or completions of the Subcontract work for reasons beyond its control, then with timely notice, not exceeding three (3) days after the Subcontractor first experience such delay, the time of the performance or completion of said work shall be extended accordingly, provided the cause of the delay is the type set forth in the General Contract which justifies an extension of time completion of the General Contract, and further provided that the Owner shall have first approve such time extension. Contractor shall have the right to direct Subcontractor to accelerate Subcontractor's work to recover time, and where Subcontractor is delayed for reasons that are not the fault of Contractor, Subcontractor's acceleration shall be at no cost Contractor. Subcontractor shall be responsible for all liquidated damages and all other direct, incidental, indirect, and consequential damages caused delays attributable to Subcontractor's failure to timely perform its work or failure to perform its work in comp.
10. **PERFORMANCE:** Subcontractor shall perform all of its work in strict compliance with the Contract documents. All materials shall be subject to Owner or Owner's representative approval. All work shall be performed per the Project Schedule in full with cooperation with Contractor, including but not limited to site superintendent. If Subcontractor at any time refuses to or, for any reason, does not supply sufficient properly skilled labor, equipment and/or materials and competent supervision, as and when required by Contractor of proper quality and quantity, or goods and/or services, or fails for any reason, including any labor disputes, to prosecute the work with promptness and diligence, or breaches or violates any of the terms of this Contract, Contractor, upon twenty-four (24) hours written notice to Subcontractor, shall have the right to declare Subcontractor in default of this contract and take such steps as are necessary to complete the uncompleted portion of this contract. In such event, Contractor shall have the right to take possession of all of Subcontractor's materials, tools, and equipment intended for use in performance of this contract. The cost of completion, and any and all other direct, incidental, indirect, and consequential damages, liquidated damages, liabilities, costs, fees, legal expense and fees, or other expenses incurred by Contractor or associated such default by Subcontractor shall be charged against the Subcontractor's remaining interest in the contract price. If Subcontractor's remaining interest in the contract price exceeds the cost of completion and other damages as set forth herein, the Subcontractor shall be entitled to the difference. Default of one Work Order by Subcontractor shall be considered a default of each other Work Order by Subcontractor. Contractor shall have the right to offset amounts owed by Subcontractor to Contractor on one Work Order against amounts due or to become due to Subcontractor on other Work Orders. If, however, the cost of completion and other amounts due Contractor exceed Subcontractor's remaining interest in the contract price of the Work Order and any other pending Work Orders, then Subcontractor agrees to pay Contractor such excess within the thirty (30) calendar days after written demand has been made upon it by Contractor. Contractor's cost of completion shall be established as the cost of completion plus 15% additional for profit. Without limitation on other remedies afforded Contractor herein by law, the Subcontractor agrees to pay all direct,

indirect, incidental, and consequential damages of any kind, and liquidated damages, resulting from or caused by any failure of Subcontractor to adhere to any of the terms and conditions of this contract. The Subcontractor shall also reimburse Contractor for actual attorneys' fees and costs of litigation, arbitration, or other dispute resolution proceedings incurred in enforcing the terms and conditions of this Contract.

11. HOUSEKEEPING: The Subcontractor is responsible for daily project clean-up of its own work. Contractor will notify Subcontractor if clean-up is not adequate and will give one (1) calendar day to correct. If adequate steps are not taken, Contractor will charge Subcontractor labor and costs to maintain a safe and clean work environment.
12. DEFECTIVE WORK OR MATERIALS: If Subcontractor fails within three (3) calendar days after receipt of the written notice to correct or replace any faulty or defective work and/or materials furnished under the subcontractor contract, then Contractor shall have the right to correct or replace such faulty or defective materials, or to take over the subcontract and complete the same, and to charge the cost thereof to subcontractor, along with any damages caused by the delay in performance of the subcontract.
13. COMPLIANCE: Subcontractor agrees to be bound to Contractor by the terms of the Contract Documents. For its work, Subcontractor agrees to assume toward Contractor all the obligations and responsibilities that Contractor assumes toward Owner under the prime contract and the Contract Documents. Subcontractor shall comply with and pay all Federal, state and local tax laws, social security acts, unemployment compensation acts and worker's compensation acts insofar as applicable to the performance of this subcontract. Subcontractor shall give notices and comply with laws, ordinances, rules, regulations, and orders of public authorities bearing on performance of the work of the subcontract. In addition, Subcontractor shall perform all work in full compliance with OSHA Safety & Health regulations and is responsible for their own safety program and training. If the Contractor is cited and fined for a violation of the Subcontractor, the amount of the fine shall be paid by Subcontractor regardless whether or not Subcontractor was assessed an independent fine for the identical violation.
14. INSURANCE REQUIREMENTS: Prior to the start and for the duration of Subcontractor's work, Subcontractor shall obtain, maintain, and pay for such insurance as may be required by General Contract or by law, as specified below with limit in amounts at least equal the greater of those specified below or those specified in General Contract:
 - A. General Liability – ISO FORM CG 0001 (12-04 Version) or Equivalent providing coverage including, without limitation, for property damage, bodily injury, personal and advertising injury, contractual liability (including, without limitation, Subcontractor's indemnification obligations pursuant to the Subcontract and other Contract Documents).
 1. Minimum limits required for each Project in each Work Order:

a. Per Occurrence Limit:	\$1,000,000
b. General Aggregate:	\$2,000,000
c. Products Completed Operations Aggregate:	\$2,000,000
d. Personal Injury & Advertising Injury:	\$1,000,000
e. Damage to Rented Premises (Each Occurrence)	\$ 100,000
f. Medical Expense (Any One Person)	\$ 5,000
g. Per Project Aggregate Limit	Included
 2. Additional Insured Endorsement including
 - a. Primary and Non-Contributory Coverage
 - b. Coverage for the Contractor, Owner, and other parties required to be named as additional insured per the Contract Documents, and for their wholly owned subsidiaries, agents, affiliates, owner, officers, directors and employees
 - c. Coverage for both Ongoing Operations and Products/Completed Operations (ISO forms CG2010 – 10/1/01 version and CG2037 – 10/1/01 version, or equivalents)
 3. Waiver of Subrogation
 - a. In favor of the Contractor and Owner and for their wholly owned subsidiaries, agents, affiliates, owner, officers, directors and employees
 - B. Business Auto
 1. Minimum Combined Single Limit for each Project in each Work Order: \$1,000,000
 2. Additional Insured –
 - a. Primary and Non Contributory Coverage
 - b. Coverage for the Contractor, Owner, and other parties required to be named as additional insured per the Contract Documents, and for their wholly owned subsidiaries, agents, affiliates, owner, officers, directors and employees
 3. Waiver of Subrogation
 - a. In favor of the Contractor and Owner and for their wholly owned subsidiaries, agents, affiliates, owner, officers, directors and employees

- C. Workers Compensation – Statutory Coverage
1. Employers Liability Limits
 - a. Bodily Injury by Accident \$ 500,000
 - b. Bodily Injury by Disease (Each Employee) \$ 500,000
 - c. Bodily Injury by Disease (Policy Limit) \$ 500,000
 2. Waiver of Subrogation
 - a. In favor of the Contractor and Owner and for their wholly owned subsidiaries, agents, affiliates, owner, officers, directors and employees
- D. Excess/Umbrella
1. Minimum Limits per Project and Work Order – Per Occurrence and Aggregate - Minimum \$5,000,000
 2. Coverage shall be form following.
- E. Professional Liability where Subcontractor's services include the provision of professional services including, without limitation, architecture, engineering, surveying, or any other such services. To be provided during the course of the Project and for a period not less than the period of time Contractor faces exposure to liability based on Subcontractor's professional errors and omissions. \$1,000,000
- F. Cyber Liability where required by the Contract Documents.
- G. Pollution Liability to be provided during the course of the Project and for a period not less than the period of time Contractor faces exposure to liability based on Subcontractor's errors and omissions. \$1,000,000
- H. Minimum of 30 Days Notice of Cancellation or Change
- I. Insurance Company Rating – "A" by AM Best's Insurance
- J. Surety Bond in an amount equal to Subcontract price required: Yes No
- K. Builder's Risk for Subcontractor's work in progress, and materials stored on site awaiting installation, and to cover materials in transit or stored off site. Subcontractor shall be responsible for all property insurance for its equipment, scaffolding, and tools.
- L. Third Tier Contractors – The Subcontractor is responsible to ensure that a third-tier contractor abides by all terms of this Subcontract Agreement, including the above listed insurance requirements.

Prior to beginning the work, Subcontractor shall provide insurance certificates showing compliance with these insurance requirements. Subcontractor shall provide a Project specific certificate of insurance for each Work Order referencing each Project and Owner, which shall demonstrate compliance with the requirements of this Subcontract and the Contract Documents, which shall be deemed project specific for each Work Order. No progress payments will be made until Subcontractor has issued a certificate of insurance demonstrating Subcontractor's compliance with all insurance requirements. Subcontractor shall maintain such insurance, and the additional insured endorsements required by this Subcontract for the longer of the period specified in the Contract Documents or for as long as Contractor has exposure or liability under applicable law for the acts, errors, or omissions of Subcontractor. The limits afforded to Contractor, Owner, and other additional insureds shall be the greater of the limits set forth in this Subcontract, the Contract Documents, or the declarations page of the Subcontractor's CGL and Excess/Umbrella policies. To the fullest extent permitted by law, the additional insured coverages required by this Subcontract shall be extended to the Contractor, Owner, and other additional insureds required by the Contract Documents for their vicarious liability, or liability imposed by warranty, arising out of the acts or omissions of the Subcontractor.

15. **ARBITRATION:** Contractor may, at its option only, submit any and all disputes related to this Agreement to arbitration, in accordance with the American Arbitration Association Construction Arbitration Rules, and the arbitration decision shall be binding upon all parties, with judgment to be entered upon any award. The arbitrator(s) shall apply the common law and statutory law of the state in which the work was performed in rendering a decision. The arbitration shall be held in La Crescent, Minnesota. The Contractor may, in its sole discretion, join other parties to any such arbitration. The parties shall endeavor to resolve any dispute by mediation in accordance with the Construction Mediation Rules of the American Arbitration Association before the arbitration hearing.
16. **WARRANTY:** Subcontractor warrants its work to the same extent and for the same duration that Contractor is obligated to warrant its work under the Contract Documents, but in any event to guarantee its work against all defect in material or workmanship for a period of one (1) year from the dated of acceptance of the Project by Owner. The materials and equipment furnished under this Subcontract will be of good quality and new unless otherwise required or permitted by the Subcontract Documents, that the work of this Subcontract will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements, including substitutions not properly approved and authorized, may be considered defective. Subcontractor's warranty excludes remedy for damage or defect caused by abuse modifications not executed by Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by or available under the law or required by the Contract Documents. Subcontractor warrants to Contractor and Owner that all products and materials furnished by Subcontractor shall be merchantable and fit for their specified purpose.

17. INDEMNIFICATION:

A. To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultant, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's work under this Subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Subcontractor, the Subcontractor's Sub-contractors, anyone directly or indirectly employed by them or anyone whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described this Paragraph 17.

B. In claims against any person or entity indemnified under this Paragraph 17 by an employee of the Subcontractor, the Subcontractor's Sub-contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations under Subparagraph 17. A shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's sub-contractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

18. PROFESSIONAL SERVICES: All professional services to be provided by Subcontractor shall be performed in strict accordance with the standard of care applicable to professionals providing the same or similar services in the general location of the Project and as set forth in the Contract Documents. All professional services shall be performed by duly licensed professionals in good standing in the location of the Project. Notwithstanding any term of the Subcontract to the contrary, Subcontractor shall be fully responsible for all damages, costs, or expense of any kind caused or sustained by Contractor or Owner because of the professional errors and omissions of the Subcontractor or its sub-subcontractors and sub-consultants of any tier.

19. PROGRESS MEETINGS: Progress meeting notices will be emailed or faxed. The meeting notices will be sent three (3) calendar days prior to the progress meetings unless an emergency meeting is called. It is mandatory that a competent representative from Subcontractor's company attend the progress meetings in which progress meeting notices were received. There will be a \$250.00 fine for failure to attend, which will be deducted from amounts otherwise due Subcontractor.

20. MODIFICATION: This Subcontract may not be modified except in a writing signed by Contractor and Subcontractor, or by amendment issued by Contractor as set forth in Paragraph 1 and accepted by Subcontractor as set forth in Paragraph 1. No waiver of any provision of this Subcontract shall be valid against Contractor unless in a writing signed by Contractor's authorized officer.

The Contractor and Subcontractor for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants of this agreement.

IN WITNESS WHEREOF, they have executed this agreement the day and date written above.

Witness

«FirmName»,
Subcontractor

Signature & Title

Subcontractor's Federal ID Number

Witness: «ProjectManager», Project Manager

Wieser Brothers General Contractor, Inc.
Contractor

Signature & Title

SUBCONTRACTOR/SUPPLIER QUALIFICATION/INFORMATION FORM

Legal Firm Name: _____
 Mailing Address: _____
 Billing Address: _____
 Telephone: _____ Fax: _____ Mobile: _____
 Contact & Title: _____ Email: _____
 Bid Invitations Contact: _____ Email: _____
 Federal Employer Identification Number (FEIN): _____ (A completed W-9 is also required)
 Contractor's MN State License/Registration Number: _____ Expiration Date: _____
 (REQUIRED if working in MN -Register online at no cost: <http://www.dli.mn.gov/CCLD/register.asp>)

Trades/Division of Work (Select all that apply)

- | | | |
|---|---|---|
| <input type="checkbox"/> 1A – General Requirements | <input type="checkbox"/> 7F – Insulated Metal Panels | <input type="checkbox"/> 23A – HVAC |
| <input type="checkbox"/> 1B – Final Cleaning | <input type="checkbox"/> 7G – Fireproofing & Joint Sealants | <input type="checkbox"/> 26A – Electrical |
| <input type="checkbox"/> 1C – Testing & Inspection Services | <input type="checkbox"/> 7H – Exterior Wall Panels | <input type="checkbox"/> 31A – Earthwork |
| <input type="checkbox"/> 2A – Existing Conditions | <input type="checkbox"/> 8A – Doors/Frames/Hardware | <input type="checkbox"/> 31B – Site Utilities |
| <input type="checkbox"/> 3A – Precast Columns/Beams/
Podiums | <input type="checkbox"/> 8B – Overhead Sectional Doors | <input type="checkbox"/> 31C – Soil Stabilization |
| <input type="checkbox"/> 3B – Gypcrete | <input type="checkbox"/> 8C – Specialty Doors | <input type="checkbox"/> 32A – Asphalt Paving |
| <input type="checkbox"/> 3C – Architectural Wall Panels | <input type="checkbox"/> 8D – Aluminum Framing/Glazing | <input type="checkbox"/> 32B – Curb and Gutter |
| <input type="checkbox"/> 3D – Hollow Core Plank | <input type="checkbox"/> 8E – Windows | <input type="checkbox"/> 32C – Landscaping |
| <input type="checkbox"/> 3E – Concrete Foundation &
Building Slabs | <input type="checkbox"/> 9A – Gypsum Board | <input type="checkbox"/> 32D – Fencing |
| <input type="checkbox"/> 3F – Survey and Layout Staking | <input type="checkbox"/> 9B – Paint | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> 3G – Soil and Concrete Testing | <input type="checkbox"/> 9C – Resilient/Carpet Flooring | _____ |
| <input type="checkbox"/> 4A – Concrete Masonry Units | <input type="checkbox"/> 9D – Tile | |
| <input type="checkbox"/> 4B – Brick/Split Faced/Stone Veneer | <input type="checkbox"/> 9E – Acoustical Ceilings | |
| <input type="checkbox"/> 4C – Stone Veneer | <input type="checkbox"/> 9F – Polished Concrete | |
| <input type="checkbox"/> 5A – Metal Fabrications | <input type="checkbox"/> 9G – Fluid Applied Flooring | |
| <input type="checkbox"/> 5B – Structural Steel Erection | <input type="checkbox"/> 10A – Building Specialties | |
| <input type="checkbox"/> 5C – Structural Steel Supply | <input type="checkbox"/> 10B – Signage | |
| <input type="checkbox"/> 5D – Balconies/Railings | <input type="checkbox"/> 10C – Closet Shelving | |
| <input type="checkbox"/> 6A – Rough Carpentry | <input type="checkbox"/> 10D – Operable Wall Partitions | |
| <input type="checkbox"/> 6B – Casework and Countertops | <input type="checkbox"/> 11A – Loading Dock Equipment | |
| <input type="checkbox"/> 6C – Shop Fabricated Trusses | <input type="checkbox"/> 11B – Appliances | |
| <input type="checkbox"/> 6D – Millwork | <input type="checkbox"/> 11C – Gymnasium Equipment | |
| <input type="checkbox"/> 7A – Membrane Roofing | <input type="checkbox"/> 12A – Window Blinds | |
| <input type="checkbox"/> 7B – Thermal Insulation | <input type="checkbox"/> 12B – FF&E | |
| <input type="checkbox"/> 7C – Asphalt Shingles | <input type="checkbox"/> 13A – Special Construction (PEMB) | |
| <input type="checkbox"/> 7D – Siding | <input type="checkbox"/> 14A – Elevators | |
| <input type="checkbox"/> 7E – Waterproofing | <input type="checkbox"/> 14B – Facility Chutes | |
| | <input type="checkbox"/> 21A – Fire Protection | |
| | <input type="checkbox"/> 22A – Plumbing | |

La Crescent – Headquarters Office
 200 Twilite St, La Crescent, MN 55947
 Phone: [507.895.8903](tel:507.895.8903) | www.wieserbrothers.com

Madison – Branch Office
 201 Moravian Valley Rd, Suite L, Waunakee, WI 53597
 Phone: 608.602.5287 | www.wieserbrothers.com

What geographical regions are you interested in bidding? _____

(Select all that apply)

- Anywhere
- Radius miles from mailing address zip code: _____ radius miles
- La Crosse area
- Madison area
- Rochester/Winona area
- Eau Claire/Hudson/River Falls/Lake City area
- Iowa

Does your firm have union affiliations? Yes No

Is your firm a minority-owned business? Yes No DBE WBE MBE

Owners or Major Stockholders: _____

Name of President: _____ Years in Position: _____

Name of Vice President (s): _____ Years in Position: _____

Date the firm was organized in its present form: _____

Have there been any recent changes in ownership or management? Yes No (if yes, explain on a separate sheet)

Name of Bonding Company: _____

Name of Bonding Agent: _____ Telephone: _____

Address: _____

If required, can a payment and payment bond be received? Yes No

Bond Premium Rate: _____

Maximum Bonding Capacity: \$ _____ Single Project Bonding Capacity: \$ _____

Largest Bond obtained in the last three (3) years: \$ _____

Dun & Bradstreet Rating: _____

Bank Reference: _____

Contact Name: _____ Telephone: _____

Address: _____

Is the firm now, or has it ever been involved in bankruptcy proceedings? Yes No

Is the firm now, or has it ever been involved in reorganization proceedings? Yes No

Are there any pending or outstanding judgements, claims, or suits? Yes No

Are there any outstanding tax liens? Yes No

Has your firm ever failed to complete a contract? Yes No

(if the answer is yes to any of the above questions, please explain on a separate sheet)

Annual sales and work in place volume for last three (3) years:

<u>Year</u>	<u>Work in Place</u>	<u>Sales</u>
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

Explain any limits on your firm's license: _____

Worker's Compensation Experience Modification Rate (EMR) for the past three (3) years:

Year/EMR _____/_____ Year/EMR _____/_____ Year/EMR _____/_____

If any EMR listed above is greater than 1.00, explain cause and remedial action implemented on separate sheet.

Any OSHA (Federal or State) Serious, Willful, and/or Repeat violations within the last three years? Yes No

If yes, explain: _____

Total Recordable Incident Rate & Days Away From Work Rate _____

Current Number of Employees on Payroll (total): _____

_____ Office Employees _____ Field Superintendents _____ Field Craftsmen

INSURANCE REQUIREMENTS: Prior to the start and for the duration of Subcontractor's work, Subcontractor shall obtain, maintain, and pay for such insurance as may be required by General Contract or by law, as specified below with limit in amounts at least equal the greater of those specified below or those specified in General Contract:

A. General Liability – ISO FORM CG 0001 (12-04 Version) or Equivalent providing coverage including, without limitation, for property damage, bodily injury, personal and advertising injury, contractual liability (including, without limitation, Subcontractor's indemnification obligations pursuant to the Subcontract and other Contract Documents).

1. Minimum limits required for each Project in each Work Order:

- a. Per Occurrence Limit: \$1,000,000
- b. General Aggregate: \$2,000,000
- c. Products Completed Operations Aggregate: \$2,000,000
- d. Personal Injury & Advertising Injury: \$1,000,000
- e. Damage to Rented Premises (Each Occurrence) \$ 100,000
- f. Medical Expense (Any One Person) \$ 5,000
- g. Per Project Aggregate Limit Included

2. Additional Insured Endorsement including

- a. Primary and Non-Contributory Coverage
- b. Coverage for the Contractor, Owner, and other parties required to be named as additional insured per the Contract Documents, and for their wholly owned subsidiaries, agents, affiliates, owner, officers, directors and employees
- c. Coverage for both Ongoing Operations and Products/Completed Operations (ISO forms CG2010 – 10/1/01 version and CG2037 – 10/1/01 version, or equivalents)

3. Waiver of Subrogation

- a. In favor of the Contractor and Owner and for their wholly owned subsidiaries, agents, affiliates, owner, officers, directors and employees

B. Business Auto

1. Minimum Combined Single Limit for each Project in each Work Order: \$1,000,000

2. Additional Insured –

- a. Primary and Non Contributory Coverage
- b. Coverage for the Contractor, Owner, and other parties required to be named as additional insured per the Contract Documents, and for their wholly owned subsidiaries, agents, affiliates, owner, officers, directors and employees

3. Waiver of Subrogation

- a. In favor of the Contractor and Owner and for their wholly owned subsidiaries, agents, affiliates, owner, officers, directors and employees

C. Workers Compensation – Statutory Coverage

1. Employers Liability Limits

- a. Bodily Injury by Accident \$ 500,000
- b. Bodily Injury by Disease (Each Employee) \$ 500,000
- c. Bodily Injury by Disease (Policy Limit) \$ 500,000

2. Waiver of Subrogation

- a. In favor of the Contractor and Owner and for their wholly owned subsidiaries, agents, affiliates, owner, officers, directors and employees

D. Excess/Umbrella

1. Minimum Limits per Project and Work Order – Per Occurrence and Aggregate - Minimum \$5,000,000

2. Coverage shall be form following.

- E. Professional Liability where Subcontractor's services include the provision of professional services including, without limitation, architecture, engineering, surveying, or any other such services. To be provided during the course of the Project and for a period not less than the period of time Contractor faces exposure to liability based on Subcontractor's professional errors and omissions. \$1,000,000
- F. Cyber Liability where required by the Contract Documents.
- G. Pollution Liability to be provided during the course of the Project and for a period not less than the period of time Contractor faces exposure to liability based on Subcontractor's errors and omissions. \$1,000,000
- H. Minimum of 30 Days Notice of Cancellation or Change
- I. Insurance Company Rating – "A" by AM Best's Insurance
- J. Surety Bond in an amount equal to Subcontract price required: Yes No
- K. Builder's Risk for Subcontractor's work in progress, and materials stored on site awaiting installation, and to cover materials in transit or stored off site. Subcontractor shall be responsible for all property insurance for its equipment, scaffolding, and tools.
- L. Third Tier Contractors – The Subcontractor is responsible to ensure that a third-tier contractor abides by all terms of this Subcontract Agreement, including the above listed insurance requirements.

PLEASE REMEMBER TO CONTACT YOUR INSURANCE AGENT AND HAVE THEM ISSUE A **CERTIFICATE OF INSURANCE** TO:
WIESER BROTHERS GENERAL CONTRACTOR, INC. VIA FAX: 507-895-8438 OR E-MAIL: AUBREYB@WIESERBROTHERS.COM

Describe recent project experience (past 3 years) including contacts, addresses, and telephone numbers:

Project Name/Location: _____
Description of Work: _____
Your Contract Amount: \$ _____
General Contractor: _____
Contact: _____ Telephone: _____
Address: _____

Project Name/Location: _____
Description of Work: _____
Your Contract Amount: \$ _____
General Contractor: _____
Contact: _____ Telephone: _____
Address: _____

Project Name/Location: _____
Description of Work: _____
Your Contract Amount: \$ _____
General Contractor: _____
Contact: _____ Telephone: _____
Address: _____

By signing this statement, I, _____, duly authorized as _____
(Name) (Title)
of _____, affirm and certify that the information
(Company)

contained herein is accurate, and also entitles Wieser Brothers General Contractor, Inc. to contact references and names contained in this questionnaire.

Date Signature

***NOTE: Issuance and completion of this qualification form does not award any project being bid.**

