

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



PHONE 574/ 235-9251
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CITY OF SOUTH BEND STEPHEN J. LUECKE, MAYOR
BOARD OF PUBLIC WORKS

Date: 2/5/08
To: All Contractors/Vendors
From: Linda M. Martin, Clerk
Subject: Addendum Number: 1
Project Name: Eddy Street Commons Phase II Parking Garage
Project Number: 108-004

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

Date Received: _____

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

Please sign below and acknowledge receipt of this Addendum by faxing this sheet to the Board of Public Works at (574) 235-9171 within 24 hours of receipt. THIS ADDENDUM MAY AFFECT YOUR BID.

Notes:

Company: _____

Authorized Signature: _____

Date: _____

ENGINEERING
CARL LITRELL, P.E.
574/ 235-9251
FAX 574/ 235-9171

ENVIRONMENTAL SERVICES
JOHN J. DILLON, PH.D.
574/ 277-8515
FAX 574/ 277-8980

CENTRAL SERVICES
MATT CHLEBOWSKI
574/ 235-9316
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STREETS
SAM HENSLEY
574/ 235-9244
FAX 574/ 235-9272

WATER WORKS
JOHN F. STANCATI
574/ 235-9322
FAX 574/ 235-9728

ADDENDUM # 1

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

City Project No. 108-004

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

**CONSTRUCTION
MANAGER:** Kite Realty Group
30 South Meridian Street, Suite 1100
Indianapolis, IN 46204

**ARCHITECT/
ENGINEERS:** Fink Roberts & Petrie, Inc.
4040 Vincennes Circle, Suite 300
Indianapolis, IN 46268

Looney Ricks Kiss
175 Toyota Plaza
Memphis, TN 38103

Circle Design Group
5510 South East Street, Suite F
Indianapolis, IN 46227

Walker Parking Consultants
6602 East 75th Street, Suite 210
Indianapolis, IN 46250

The Troyer Group
550 Union Street
Mishawaka, IN 46554

**Eddy Street Commons Parking Garage – Phase II
South Bend, Indiana
City Project No. 108-004**

**Addendum No. 1
February 4, 2008**

REVISIONS TO PROJECT MANUAL

NOTICE TO BIDDERS:

Delete the paragraph beginning Bids must be on Form 96..... In its entirety and substitute the following new paragraph:

Bids must be on CITY OF SOUTH BEND, INDIANA, CONTRACTOR’S BID FOR PUBLIC WORK as printed in the Project Manual (4 pages) and accompanied by a Certified Check or Bid Bond in the amount of not less than 5 per cent (5%) of the base bid plus add alternates.

SECTION 00200 – INFORMATION AVAILABLE TO BIDDERS:

Paragraph 1.02 C: Delete in its entirety and substitute the following new paragraph: “C. Subsurface Investigation Report is available separately from the Architect/Engineer.”

GC-1, CITY OF SOUTH BEND – CHECKLIST FOR BIDDERS, GC-4, GC-5, 6, 7:

Delete in their entirety and substitute new pages GC-1 through GC-10 attached to Addendum No. 1.

NON-DEBARMENT AFFIDAVIT AND NONDISCRIMINATION COMMITMENT FOR CONTRACTORS:

Delete this page in its entirety without substitution. This commitment is included in CITY OF SOUTH BEND, INDIANA, CONTRACTOR’S BID FOR PUBLIC WORK, page 3.

SECTION 00800 – SUPPLEMENTAL GENERAL CONDITIONS:

Paragraph 9.3.1: Delete the words “in duplicate” in the fourth (4th) sentence and substitute the words “in triplicate.”

SECTION 01010 – SUMMARY OF WORK:

Paragraph 1.12 ALTERNATES, Delete Item 2 in its entirety and substitute the following new paragraph:

“2. State the change in your base bid to furnish DCI corrosion inhibitor additive to Types of concrete indicated on Drawing S002 in CONCRETE SCHEDULE as revised in Addendum No.1.”

SECTION 01410, TESTING LABORATORY SERVICES:

Paragraphs 1.1 A and 1.1 B Delete these paragraphs in their entirety and substitute the following new paragraphs:

“A. Testing Laboratory Services required by the Contract Documents shall be arranged and paid for by the Owner and/or Construction Manager.

“B. Contractor shall cooperate with the Testing Laboratory to expedite on site work of the Testing Laboratory.”

SECTION 02010, GEOTECHNICAL INFORMATION:

Delete this Section in its entirety without substitution.

SECTION 02200, EARTHWORK

Paragraph 1.1, Add the following new sub-paragraph:

“B. Approximately 22,000 cubic yards of backfill placement is included in work of this Section as described on Grading Drawings available with Addendum No.1. See additional information on General Notes included with Addendum No. 1.”

SECTION 03300 – CAST-IN-PLACE CONCRETE:

Paragraph 3.5F – Delete in its entirety without substitution.

SECTION 22 14 29 – STORM WATER SUMP PUMPS/BASINS

1. Under 2.01, D. add item 7. as follows:

“7. Tandem seals: shall use two single mechanical seals, one inner seal in the oil filled chamber and one outer seal with a silicone carbide coated rotating face lubricated by the pumping media.”

SECTION 23 09 13 – INSTRUMENTATION AND CONTROL DEVICES

1. Under 1.03, D. 1. delete “Invensys/Ultivist” and replace with “TAC-1A”.
2. Under 1.10, E. add item 7.

“7. Havel/TAC-1A”

ATTACHED FULL SIZE DRAWINGS

SP1

S102A, S103A, S104A, S105A, S303, S309

P201

Eddy Street Commons Sitework and Demolition, December 2007, City Project Number 108-003
(For Reference Only)

ATTACHED 8 ½" x 11" SIZE SKETCHES

P-SK001, P-SK002, P-SK003, E-SK001

Eddy Street Commons Schedule – January 28, 2008 (11"x17" – 4 pages)

REVISIONS TO DRAWINGS**Drawing SP1**

1. New Drawing, Staging Plan, issued in its entirety for contractor reference.

Drawing S002

1. Add Note 16 under Foundations to read
 16. Garage contractor is responsible for backfilling around basement retaining wall to the limits indicated on the Grading Drawings. Approximately 22,000 cubic yards of backfill is anticipated.

Drawing S102A

1. Revised as indicated on attached full size drawing.

Drawing S103A

1. Revised as indicated on attached full size drawing.

Drawing S104A

1. Revised as indicated on attached full size drawing.

Drawing S105A

1. Revised as indicated on attached full size drawing.

Drawing S301

1. Delete Note 1 and replace with the following:
 1. Concrete 28 day Compressive Strength:
F'c = 5000 psi (1st through 3rd floors)
F'c = 6000 psi (4th floor)
See Concrete Schedule on S002 for Concrete Classes.

Drawing S303

1. New Drawing issued in its entirety.

Drawing S309

1. Add Beam Schedule as indicated on attached full size drawing.

Drawing P201

1. Reroute underslab and install storm water pumps, basin and oil separator. See attached Drawing P201.

Drawing P202

1. Install storm water pump discharge as shown on attached Sketch P-SK001.

Drawing P501

1. Add Detail E storm water pump as shown on attached Sketch P-SK002.
2. See revised Plumbing Equipment Schedule on P-SK003.

Drawing E101

1. Add connection to storm water pump. See attached Sketch E-SK001.

Drawing E502

1. Add one 20 amp, 3 pole circuit breaker to Panel "GDPL1" for "Storm Water Pump Control Panel" and update circuit index card.

CITY OF SOUTH BEND

STATEMENT OF POLICY AND CHECKLIST FOR BIDDERS

The Board of Public Works of the City of South Bend had adopted the following policy regarding receipt of sealed bids:

All bids submitted to the Board of Public Works must be received in the Board of Public Works Office, 1316 County-City Building, South Bend, Indiana, no later than the time of day advertised with the date of the bid opening.

It shall be the responsibility of the bidder to see that his bid is received prior to the deadline stipulated in the bid advertisement.

Bids received after the deadline may not be considered by the Board.

From time to time the South Bend Board of Public Works finds it necessary to reject a bid because it does not comply with statutory requirements. In preparing your bid, please use the following checklist to assist the preparation of your bid.

- _____ Bid prepared on the City of South Bend Contractor's Bid for Public Work form, completely executed.
- _____ Proposal Statements and other affidavits all signed by proper party with name, either printed or typed underneath signature.
- _____ Proper bid security included. The Bidder has the option of providing either a Certified Check or Bid Bond
- _____ All required additional information is included with the bid.

NOTE: Weekend or overnight mail may not reach the Board of Public Works prior to the morning deadline.

BID CONDITIONS

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

NOTICE

EACH BIDDER, CONTRACTOR OR SUBCONTRACTOR (HEREINAFTER THE CONTRACTOR) MUST FULLY COMPLY WITH EITHER PART I OR PART II, AS APPLICABLE, OF THESE BID CONDITIONS AS TO EACH CONSTRUCTION TRADE IT INTENDS TO USE ON THIS CONSTRUCTION CONTRACT AND ALL OTHER CONSTRUCTION WORK (BOTH FEDERAL AND NON-FEDERAL) IN THE ST. JOSEPH COUNTY, INDIANA, HOME TOWN PLAN AREA DURING THE PERFORMANCE OF THIS CONTRACT OR SUBCONTRACT. THE CONTRACTOR COMMITS ITSELF TO THE GOALS FOR MINORITY MANPOWER UTILIZATION IN EITHER PART I OR PART II, AS APPLICABLE, AND ALL OTHER REQUIREMENTS, TERMS AND CONDITIONS OF THESE BID CONDITIONS BY SUBMITTING A PROPERLY SIGNED BID.

THE CONTRACTOR SHALL APPOINT A COMPANY EXECUTIVE TO ASSUME THE RESPONSIBILITY FOR THE IMPLEMENTATION OF THE REQUIREMENTS, TERMS AND CONDITIONS OF THESE BID CONDITIONS.

BID CONDITIONS

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

For all Non-Exempt Federal and Federally-Assisted Construction Contracts to be Awarded in St. Joseph County, Indiana.

Part I

The provisions of this Part I apply to contractors which are party to collective bargaining agreements with labor organizations which together have agreed to the St. Joseph County Area Construction Program (hereinafter the South Bend Plan) for equal opportunity and have jointly made a commitment to specific goals of minority and, where applicable, female utilization. The South Bend Plan is a tripartite voluntary agreement between the South Bend Plan, together with all implementing agreements that have been and may hereafter be developed pursuant thereto, are incorporated herein by reference.

Any contractor using one or more trades of construction employees must comply with either Part I or Part II of these Bid Conditions as to each such trade. A contractor may therefore be in compliance with Part I of these Bid Conditions by its participation with the labor organization which represent its employees in the South Bend Plan as to one trade provided there is set forth in the South Bend Plan a specific commitment by both the contractor and the labor organization to a goal of minority utilization for that trade. Contractors using trades which are not contained in Part I (See Part II, Section A) must comply with the commitments contained in Part II including goals for minorities and female utilization set forth in Part II.

If a contractor does not comply with the requirements of these Bid Conditions, it shall be subject to the provisions of Part II.

Part II

- A. Coverage. The provision of this Part II shall be applicable to those contractors who:
1. Are not or hereafter cease to be signatories to the South Bend Plan incorporated by reference in Part I hereof;
 2. Are signatories to the South Bend Plan but are not parties to collective bargaining agreements;
 3. Are signatories to the South Bend Plan but are parties to collective bargaining agreements with labor organizations which are not or hereafter cease to be signatories to the South Bend Plan;
 4. Are signatories to the South Bend Plan and are parties to collective bargaining agreements with labor organizations but the two have not jointly executed a specific commitment to goals for minority utilization and incorporated the commitment in the South Bend Plan; or
 5. Are participating in an affirmative action plan which is no longer acceptable to the Director, OFCCP, including the South Bend Plan;
 6. Are signatories to the South Bend Plan but are parties to collective bargaining agreements with labor organizations which together have failed to make a good faith effort to comply with their obligations under the South Bend Plan and, as a result, have been placed under Part II of the Bid Conditions by the Office of Federal Contract Compliance Programs.

B. Requirement - Affirmative Action Plan.

Contractors described in paragraphs 1-6 above shall be subject to the provisions and requirements of Part II of these Bid Conditions including, the goals and timetables for minority and female utilization, and specific affirmative actions steps set forth in Sections B, 1 & 2, of this Part II. The contractor's commitment to the goals for

minority and female utilizations as required by this Part II constitutes a commitment that it will make every good faith effort to meet such goals.

1. **Goals and Timetables.** The goals of minority utilization required of the contractor are applicable to each trade used by the contractor in the South Bend Plan area and which is not otherwise bound by the provisions of Part I.

For all such trades, the following goals and timetables shall be applicable:

Goals for Minority Utilization¹

Until further notice: 7.1%

Goals for Female Utilization²

4/1/78 - 3/31/79 3.1%

4/1/79 - 3/31/80 5.1%

4/1/80 - 3/31/81 6.9%

The goals of minority and female utilization above are expressed in terms of hours of training and employment as a proportion of the total number of hours to be worked by the contractor's aggregate work force, which includes all supervisory personnel, in each trade on all projects (both Federal and non-Federal) in the South Bend Plan area during the performance of its contract (i.e., the period beginning with the first day of work on the Federal or Federally-assisted construction contract and ending with the last day of work.)

The hours of minority employment and training must be substantially uniform throughout the length of the contract in each trade and minorities must be employed evenly on each of a contractor's projects. Therefore, the transfer of minority employees or trainees from contractor to contractor or from project-to-project for the purpose of meeting the contractor's goals shall be a violation of Part II of these Bid Conditions.

If the contractor counts the nonworking hours of trainees and apprentices in meeting the contractor's goals, such trainees and apprentices must be employed by the contractor during the training period; the contractor must have made a commitment to employ the trainees and apprentices at the completion of their training subject to the availability of employment opportunities; and the trainees must be trained pursuant to training programs approved by the Bureau of Apprenticeship and Training for "Federal Purposes" or approved as supplementing the South Bend Plan.

2. Specific Affirmative Action Steps. No contractor shall be found to be in noncompliance with Executive Order 11246, as amended, solely on account of its failure to meet its goals, but shall be given an opportunity to demonstrate that the contractor has instituted all the specific affirmative actions steps specified in this Part II and as made every good faith effort to make these steps work toward the attainment of its goals within the timetables, all to the purpose of expanding minority utilization in its aggregate work force in the South Bend Plan area. A contractor subject to Part I which fails to comply with its obligations under the Equal Opportunity clause of its contract including failure to meet its fair share obligation if provided in the South Bend Plan or subject to Part II which fails to achieve its commitments to the goals for minority utilization has the burden of proving that it has engaged in an affirmative action program directed at increasing minority utilization and that such efforts were at least as extensive and as specific as the following:

- a. The contractor should have notified minority organizations when employment opportunities were available and should have maintained records of the organizations' response.
- b. The contractor should have maintained a file of the names and addresses of each minority referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual

¹ "Minority" is defined as including Blacks, Spanish surnamed Americans, Orientals, and American Indians, and includes both minority men and women.

² In the event that any work which is subject to these Bid Conditions is performed in a year later than the latest year for which goals of female utilization have been established, the goals for the last year of the Bid Conditions will be applicable to such work.

was not employed by the contractor, the reasons thereof. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the contractor, the file should have documented this and the reasons therefore.

- c. The contractor should have promptly notified the contracting or administering agency and the Office of Federal Contract Compliance Programs when the union or unions with which the contractor has collective bargaining agreements did not refer to the contractor a minority sent by the contractor or when the contractor had other information that the union referral process has impeded efforts to meet its goals.
- d. The contractor should have disseminated its EEO policy within its organizations by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports, and by advertising such policy at reasonable intervals in union publications. The EEO policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority employees.
- e. The contractor should have disseminate its EEO policy externally informing and discussing with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussing it with all subcontractors.
- f. The contractor should have made both specific and reasonably recurrent written and oral recruitment efforts. Such efforts should have been directed at minority organizations, schools with substantial minority enrollment, and minority recruitment and training organizations within the contractor's recruitment area.
- g. The contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR Part 60-3.
- h. The contractor where reasonable should have developed on-the-job training opportunities and participated and assisted in all Department of Labor funded and/or approved training programs relevant to the contractor's employee needs consistent with its obligations under this Part II.
- i. The contractor should have made sure that seniority practices and job classifications do not have discriminatory effect.
- j. The contractor should have made certain that all facilities were not segregated by race.
- k. The contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.
- l. The contractor should have solicited bids or subcontracts from available minority subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority contractor associations.

Note: The Assistant Regional Administrator of the Office of Federal Contract Compliance Programs and the compliance agency staff will provide technical assistance on questions pertaining to minority recruitment sources, minority community organizations and minority news media upon receipt of a request for assistance from a contractor.

3. Subsequent Signatory to the South Bend Plan. Contractors that are subject to the requirements of Part II at the time of the submission of their bids which, together with labor organizations with which they have collective bargaining agreements subsequently become signatory to the South Bend Plan, either individually or through an association, will be deemed bound to their commitments to the South Bend Plan from their commitments to the South Bend Plan from that time until and unless they once again become subject to the requirements of Part II pursuant to Section A.1-6.

4. Non-discrimination. In no event may a contractor utilize the goals and affirmative action steps required by this Part II in such a manner as to cause or result in discrimination against any person on account of race, color, religion, sex, or national origin.

Part III

Compliance and Enforcement. In all cases, the compliance of a contractor will be determined in accordance with its obligations under the terms of these Bid Conditions. Therefore, contractors who are governed by the provisions of either Part I or Part II shall be subject to the requirements of that Part regardless of the obligations of its prime contractor or lower tier subcontractors.

All contractors performing or to perform work on projects subject to these Bid Conditions hereby agree to inform their subcontractors in writing of their respective obligations under the terms and requirements of these Bid Conditions, including the provisions relating to goals of minority employment training.

A. Contractors Subject to Part I.

1. A contractor covered by Part I of these Bid Conditions shall be in compliance with Executive Order 11246, as amended, the implementing regulations and its obligations under part I, provided the contractor together with the labor organization or organizations with which it has a collective bargaining agreement meet the goals for minority utilization to which they committed themselves in the South Bend Plan, or can demonstrate that every good faith effort has been made to meet the goal. In that event, no formal sanctions or proceedings leading toward sanctions shall be instituted unless the Office of Federal Contract Compliance Programs determines that the contractor has violated a substantial requirement in the South Bend Plan or Executive Order 11246, as amended, and its implementing regulations, including the failure of such contractor to make a good faith effort to meet its fair share obligation if provided in the South Bend Plan or has engaged in unlawful discrimination. Such violations shall be deemed to be noncompliance with the Equal Opportunity clause of the contract, and shall be grounds for imposition of the sanctions and penalties provided for in Executive Order 11246, as amended.

2. The OFCCP shall review Part I contractors' employment practices during the performance of the contract. Further, OFCCP shall be solely responsible for any final determination that the South Bend Plan is no longer an acceptable affirmative action program and the consequences thereof. The OFCCP may, upon review and notice to the contractor and any affected labor organization, determine that the South Bend Plan no longer represents effective affirmative action. In that event, it shall be solely responsible for any final determination of that question and the consequences thereof.

3. Where OFCCP finds that a contractor has failed to comply with the requirements of the South Bend Plan and its obligation under Part I of these Bid Conditions, it shall take such action and/or impose such sanctions as may be appropriate under the Executive Order and its regulations, when the contractor has not met the requirements of these Bid Conditions. The failure of the contractor to comply with its obligations under the Equal Opportunity clause shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions by instituting at least the specific affirmative actions steps listed in Part II, Section 2. The contractor must also provide evidence of its steps toward the attainment of its trade's goals within the timetables set forth in the South Bend Plan. The pendency of such formal proceedings shall be taken into consideration by Federal agencies in determining whether such contractor can comply with the requirements of Executive Order 11246, as amended, and is therefore a "responsible prospective contractor" within the meaning of basic principles of Federal procurement law.

B. Contractors Subject to Part II. In regard to Part II of these Bid Conditions, if the contractor meets the goals set forth therein or can demonstrate that it has made every good faith effort to meet these goals, the contractor shall be presumed to be in compliance with Executive Order 11246, as amended, the implementing regulations and its obligations under Part II of these Bid Conditions. In that event, no formal sanctions or proceedings leading toward sanctions shall be instituted unless the contracting or administering agency otherwise determines that the contractor is violating the Equal Opportunity clause.

Where the agency finds that the contractor failed to comply with the requirements of Executive Order 11246, as amended, the implementing regulations and the obligations under Part II of these Bid Conditions, the agency shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Executive Order and its regulations. When the agency proceeds with such formal action it has the burden of proving that the contractor has not met the goals contained in Part II of these Bid Conditions. The contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions by instituting at least the specific affirmative action steps listed in Part II, Section 2. The pendency of such proceedings shall be taken into consideration by Federal agencies in determining whether such contractor can comply with the requirements of Executive Order 11246, as amended, and is therefore a "responsible prospective contractor" within the meaning of the basic principles of Federal procurement law.

C. Obligations Applicable to Contractors Subject to Either Part I or Part II. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees. Discrimination in referral for employment, even if pursuant to provisions of a collective bargaining agreement providing for exclusive referral failed to refer minority employees. Discrimination in referral for employment, even if pursuant to provisions of a collective bargaining agreement, is prohibited by the National Labor Relations Act, as amended, and Title VII of the Civil Rights Act of 1964, as amended. It is the policy of the Office of Federal Contract Compliance Programs that contractors have a responsibility to provide equal employment opportunity if they wish to participate in federally involved contracts. To the extent they have delegated the responsibility for some of the employment practices to a labor organization and , as a result, are prevented from meeting their obligations pursuant to Executive Order 11246, as amended, such contractors cannot be considered to be in compliance with Executive Order 11246, as amended, its implementing rules and regulations.

Part IV

General Requirements.

1. Contractors are responsible for informing their subcontractors in writing, regardless of tier, as to their respective obligations under Part I and II hereof, as applicable. Whenever a contractor sub-contracts a portion of the work in any trade covered by these Bid Conditions, it shall include these Bid Conditions in such subcontracts and each subcontractor shall be bound by these Bid Conditions to the full extent as if it were the prime contractor. The contractor shall not, however, be held accountable for the failure of its subcontractors to fulfill their obligations under these Bid Conditions. However, the prime contractor shall give notice to the Assistant Regional Administrator of the Office of Federal Contract Compliance Programs of the Department of Labor and to the contracting or administering agency of any refusal of failure of any subcontractor to fulfill its obligations under these Bid Conditions. A subcontractor's failure to comply will be treated in the same manner as such failure by a prime contractor.

2. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Executive Order 11246, as amended, with a contractor debarred from, or who is determined not to be a "responsible" bidder for Government contracts and Federally-assisted construction contracts pursuant to the Executive Order.

3. The contractor shall carry out such sanctions and penalties for violation of these Bid Conditions and the Equal Opportunity clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the contracting or administering agency and the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall also be deemed to be in noncompliance with these Bid Conditions and Executive Order 11246, as amended.

4. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Executive Order 11246, as amended, and the Equal Opportunity clause of its contract with respect to matters not covered in the South Bend Plan or in Part II of these Bid Conditions.

5. The procedures set forth in these Bid Conditions shall not apply to any contract which the head of the contracting or administering agency determines is essential to the national security and its award without following such procedures is necessary to the national security. Upon making such determination, the agency head will notify, in writing, the Director of the Office of Federal Contract Compliance Programs within thirty days.

6. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Director, Office of Federal Contract Compliance Programs, U.S. Department of Labor, Washington, D.C. 20210, and shall be forwarded through and with the endorsement of the head of the contracting or administering agency.

7. Contractors must be keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the contracting or administering agency or the Office of Federal Contract Compliance Programs.

For the information of bidders, a copy of the South Bend Plan may be obtained from the contracting officer.

A list of trades which are currently participating in the South Bend Plan may be obtained from OFCCP, or the contracting or administering agency.

CITY OF SOUTH BEND

EEO CONTRACTING PROVISIONS

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, up-grading, 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 he 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 he 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."

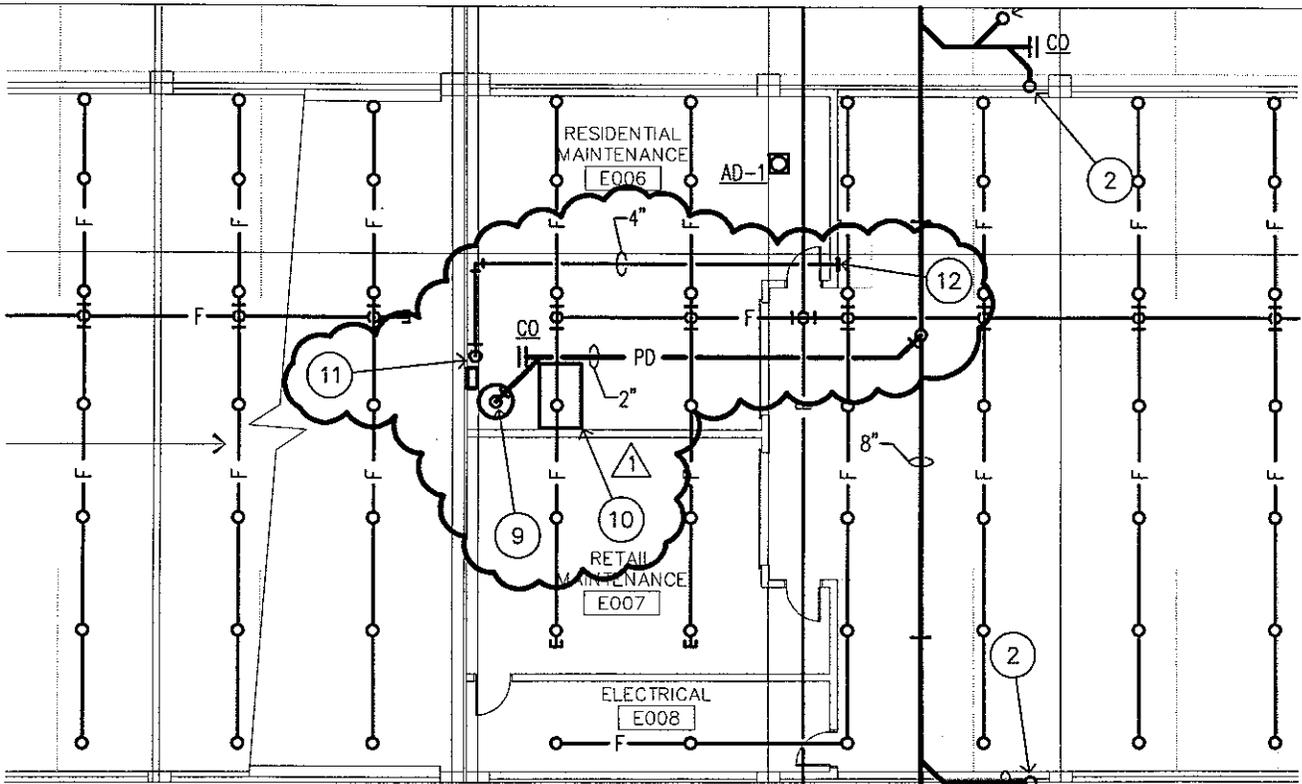
"(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive 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.

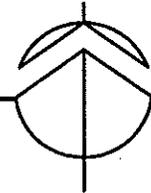
The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts 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 n



FLOOR PLAN - BASEMENT LEVEL - PLUMBING AND FIRE PROTECTION

SCALE: 1/16" = 1'-0"



PLAN NOTES:

- LOC. TO BE SHOWN DOWN AND THRU WALL WITH BASE OF RISER CLEANOUT.
- ① ⑨ 2" PUMPED DISCHARGE FROM STORM WATER PUMPS. LID OF STORM WATER PUMP BASIN FLUSH WITH FINISHED FLOOR.
 - ① ⑩ OIL SEPARATOR BELOW. LID OF OIL SEPARATOR FLUSH WITH FINISHED FLOOR.
 - ① ⑪ 4" VENT FROM BELOW.
 - ① ⑫ TERMINATE 4" VENT FLUSH WITH FACE OF MAINTENANCE ROOM WALL WITH VENT CAP SIMILAR TO ZURN #Z1471 AS HIGH AS POSSIBLE.

Eddy Street Commons
Phase II
Parking Garage
Project Number 108-004

City of South Bend, Indiana

Construction Manager
Kite Realty Group

Structural Engineer
Fink, Roberts & Petrie, Inc.

Architect
Looney Ricks Kiss

Mechanical, Electrical & Plumbing Engineer
Circle Design Group

Parking Consultant
Walker Parking Consultants

Civil Engineer/Landscape Architect
The Troyer Group

Addendum No. 1
02-04-08

Reference Drawing: P202

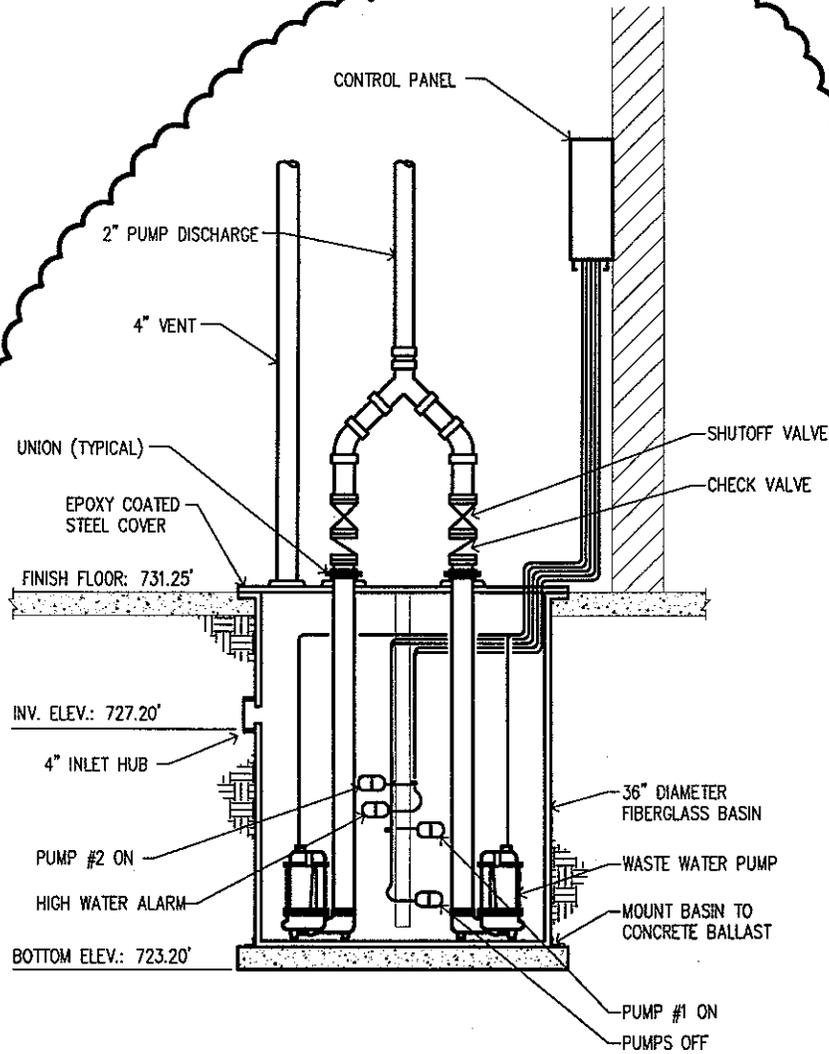
Revision Number: ①

Drawn by: REM Checked by: GAC

Project No.: 108-004 Scale: 1/16" = 1'-0"

Drawing No.:

P-SK001



**STORM WATER PUMP
DETAIL E**

NO SCALE



**Eddy Street Commons
Phase II
Parking Garage**
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Circle Design Group

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Addendum No. 1
02-04-08

Reference Drawing: P501

Revision Number: **1**
Drawn by: REM Checked by: GAC
Project No.: 108-004 Scale: NTS
Drawing No.:

P-SK002

△ PLUMBING EQUIPMENT SCHEDULE

ITEM	MAKE & MODEL NUMBER (OR APPROVED EQUAL)	DESCRIPTION	CAPACITY	ELECTRICAL CHARACTERISTICS	NOTES
OIL SEPARATOR OS-1	ROCKFORD OST5636	EPOXY COATED 1/4" STEEL SEPARATOR	100 GALLON INTERMITTENT FLOW W/ 150 GALLON STATIC HOLDING CAP. 100 GALLON INTERNAL OIL STORAGE	- -	WITH 41" INTEGRAL EXTENSION
STORM WATER PUMP (SWP-1 AND SWP-2)	WEL #1418-2"	DUPLEX STORM WATER PUMP, 2" DISCHARGE, CONTROL PANEL, FLOAT ASSEMBLY AND QUICK REMOVAL RAIL SYSTEM	60 GPM AT 30' TDH (EACH)	1 HP, 1750 RPM 208 V, THREE PHASE	CONTROL PANEL LOCATED IN RESIDENTIAL MAINTENANCE E006

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Addendum No. 1
02-04-08

Reference Drawing: P501

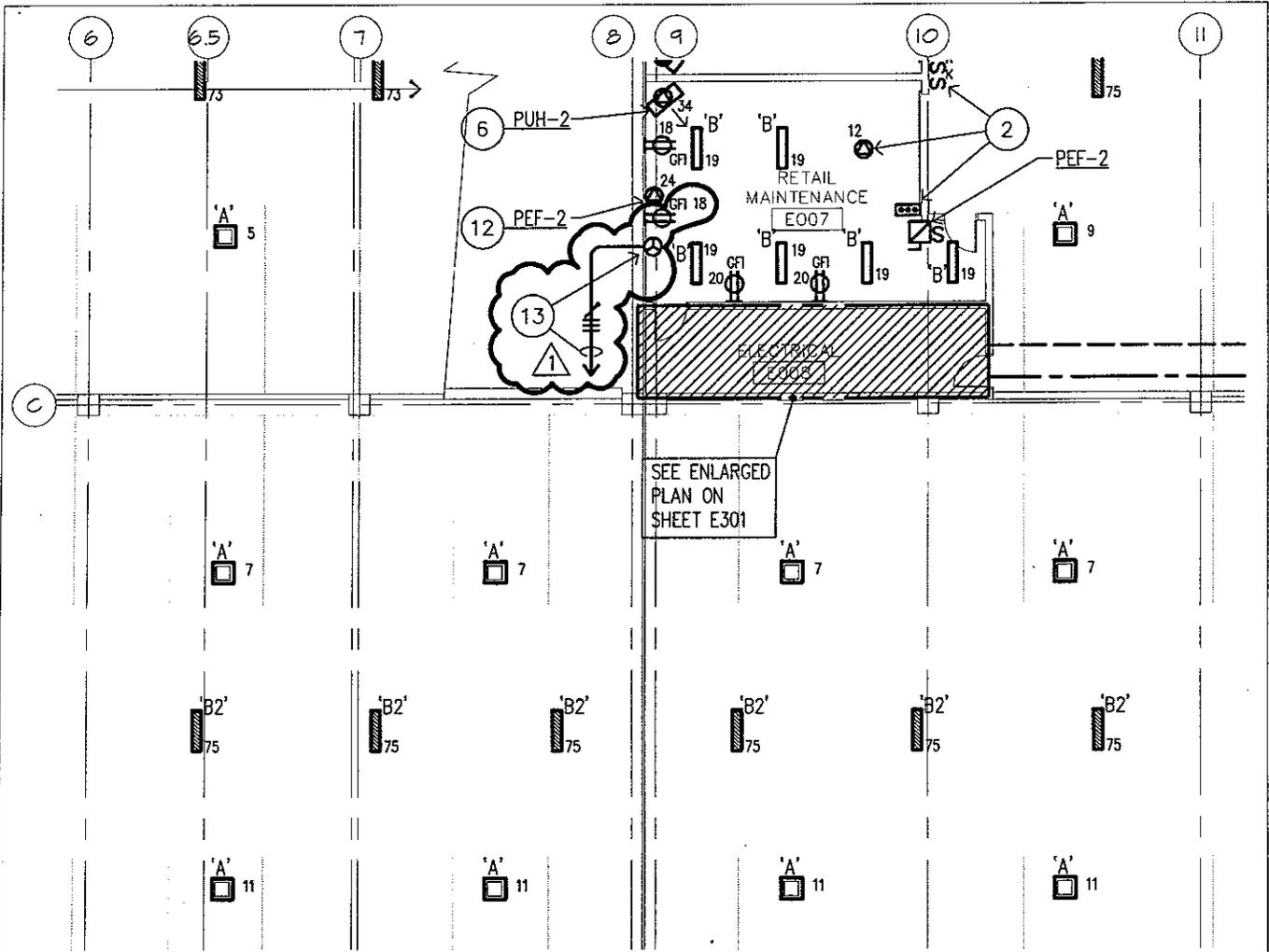
Revision Number: 1

Drawn by: REM Checked by: GAC

Project No.: 108-004 Scale: NTS

Drawing No.:

P-SK003

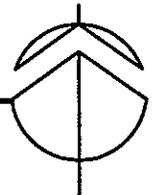


PLAN NOTES:

1 13 CONNECT STORM WATER PUMP CONTROL PANEL AND EXTEND CONDUIT AND WIRING TO PANEL "GDPL".

**FLOOR PLAN -
BASEMENT LEVEL - ELECTRICAL**

SCALE: 1/16" = 1'-0"



Eddy Street Commons
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Addendum No. 1
02-04-08
Reference Drawing: E101
Revision Number: 1
Drawn by: APO Checked by: JLW
Project No.: 108-004 Scale: 1/16" = 1'-0"
Drawing No.:

E-SK001