

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



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

CITY OF SOUTH BEND JAMES MUELLER, MAYOR
BOARD OF PUBLIC WORKS

December 17, 2020

Ms. Jennifer Martell
Martell Electric, LLC
4601 Cleveland Rd.
South Bend, IN 46628
areeves@martellelectric.com

RE: Quotation Award – Triumph Court Lighting Addition – Project No. 120-006E

Dear Ms. Martell:

The Board of Public Works at its meeting held on December 17, 2020, awarded the above referenced quotation to you in an amount not to exceed \$37,696.80.

Please forward the following documents **in one submittal by January 7, 2021** to my attention for Board of Public Works approval to lhensley@southbendin.gov:

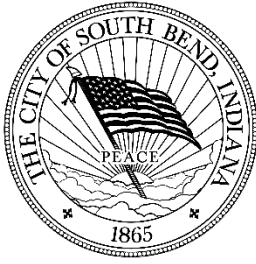
- 1) One (1) signed original of the Contract (enclosed); and
- 2) Certificate of Insurance naming the City of South Bend as an additional insured.

If you have any further questions regarding this matter, please call this office at (574) 235-9251.

Sincerely,

s/Linda M. Martin, Clerk

Enclosure



INTER-OFFICE MEMORANDUM
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

TO: Linda M. Martin, Clerk
Board of Public Works

FROM: Finnian Cavanaugh, Project Engineer

SUBJECT: Award Project No. 120-006E Triumph Court Lighting Addition

DATE: December 8, 2020

On **December 8, 2020** the Board of Public Works opened quotes for the above project. I have reviewed them and found them correct.

The quoters ranked as follows:

<u>Quoter</u>	<u>Total Quote Amount</u>
1. Martell Electric	\$37,696.80
2. Michiana Contracting, Inc.	\$38,186.00
3. Pemberton Davis Electric	\$39,996.00
4. Hawk Enterprises	\$42,840.00

I recommend award of a contract for **Triumph Court Lighting Addition** to the lowest responsive / responsible quoter, **Martell Electric** in the amount of **\$37,696.80**.

Sufficient funds have been appropriated from **Light Up South Bend, 404-06-600-500-422018-06LUSB** (PR-00003680).

Please email with your questions (fcavanau@southbendin.gov) or call (5961).

Enc. Quote Tabulation

QUOTE TABULATION
 Project Name: Triumph Court Lighting Addition
 Project No: 120-006E



Triumph Court Lighting Addition

Item No.	Line Item	Quantity	Unit	Engineer's Estimate		Martell Electric		Michiana Contracting		Pemberton Davis Electric		Hawk Enterprises	
				Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	Light Fixture Type A	4	EA	\$5,000.00	\$20,000.00	\$6,799.00	\$27,196.00	\$7,050	\$28,200.00	\$7,000.00	\$28,000.00	\$7,000	\$28,000.00
2	Lighting Foundation	4	EA	\$900.00	\$3,600.00	\$700.00	\$2,800.00	\$875.00	\$3,500.00	\$850.00	\$3,400.00	\$1,000.00	\$4,000.00
3	Handhole, Fiberglass Reinforced Polymer Concrete	4	EA	\$500.00	\$2,000.00	\$818.00	\$3,272.00	\$750.00	\$3,000.00	\$950.00	\$3,800.00	\$900.00	\$3,600.00
4	Conduit, PVC, 2" Sch 40	280	LF	\$9.00	\$2,520.00	\$11.00	\$3,080.00	\$8.50	\$2,380.00	\$12.00	\$3,360.00	\$16.00	\$4,480.00
5	Wire, No. 4	560	LF	\$4.00	\$2,240.00	\$1.51	\$845.60	\$1.45	\$812.00	\$1.90	\$1,064.00	\$3.00	\$1,680.00
6	Wire, No. 8	280	LF	\$2.00	\$560.00	\$1.30	\$364.00	\$0.75	\$210.00	\$1.20	\$336.00	\$3.00	\$840.00
7	Wire, No. 10	120	LF	\$1.00	\$120.00	\$1.16	\$139.20	\$0.70	\$84.00	\$0.30	\$36.00	\$2.00	\$240.00
	Total				\$31,040.00		\$37,696.80		\$38,186.00		\$39,996.00		\$42,840.00

Non-Collusion Affidavit		Yes	Yes	Yes	Yes
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I hereby certify that the above truly and accurately represents bids received for this project on **December 8, 2020**

 Finnian Cavanaugh, Project Engineer

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

THIS AGREEMENT, made and entered into this 17th Day of December, 2020, by and between, Martell Electric, LLC, 4601 Cleveland Rd., South Bend, IN 46628, HEREINAFTER called the Contractor, and the Board of Public Works herein called the "Board".

WITNESSETH: That the Contractor covenants and agrees to make the following improvement, as fully set out in the Request for Quotations, Standard Specifications, Special Provisions, Plans, and Bid Proposals, all of which are set forth as a part of this Contract, for:

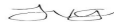
<u>PROJECT NO.</u>	<u>120-006E</u>
<u>DESCRIPTION:</u>	<u>TRIUMPH COURT LIGHTING ADDITION</u>
<u>COMPLETION DATE:</u>	<u>SEE SPECIFICATIONS</u>
<u>AMOUNT:</u>	<u>NTE \$37,696.80</u>
<u>FUNDING:</u>	<u>PR-00003680</u>

The unit prices for this improvement were those prices as received and accepted by the Board on the 8th Day of December, 2020.

The Contractor further agrees to notify the Engineer when this improvement is completed. This notification shall be in the form of a Completion Affidavit, signed by the Contractor. Upon final acceptance of the improvement by the Engineer, the Contractors final estimate will be presented to the Board for final Payment with one (1) copy of the Completion Affidavit and one (1) copy of a Waiver of Lien.

BOARD OF PUBLIC WORKS

MARTELL ELECTRIC, LLC



Gary A. Gilot, President

Jordan V. Gathers, Member

Printed Name



Signature

Elizabeth A. Maradik, Member

Joseph R. Molnar, Member

ATTEST:



Linda M. Martin, Clerk

CERTIFICATION (To be completed if Contractor is a Corporation)

I, _____, certify that I am Secretary of the Corporation named as Contractor herein; that _____ who signed this Agreement on behalf of the Contractor was then _____ of said Corporation; that said agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

Secretary _____ Corporate Seal

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



PROJECT NAME: Triumph Court Lighting Addition
PROJECT NO. 120-006E
QUOTES DUE December 8th, 2020, 9:00 AM Local Time
Electronic quotes shall be sent to bpwbids@southbendin.gov

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

Date: December 8, 2020 Firm: Martell Electric, LLC
Address: 4601 Cleveland Rd
City/State/Zip: South Bend, IN 46628 Telephone Number: (574) 271-5000
Agent of Bidder (if Applicable): N/A

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

Project No 120-006E Triumph Court Lighting Addition

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

The City of South Bend, Department of Public Works

and dated _____ for the sum of (enter the Total Quote as shown on the Proposal)

Thirty-seven thousand six hundred ninety-six dollars 80/100 (\$ 37,696.80)
(Enter Sum of Total Quote plus Alternates shown on Proposal) (Numerical)

If alternative quotes apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

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

By 
(Signature)
Jennifer Martell- President
(Printed Name of Person Signing)


ACCEPTANCE

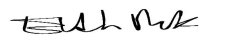
The above quote is accepted this 17th. day of December 20 20

Subject to the following conditions: _____

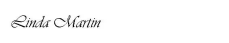
BOARD OF PUBLIC WORKS


Gary A. Gilot, President


Jordan V. Gathers, Member


Elizabeth A. Maradik, Member


Joseph R. Molnar, Member

ATTEST:

Linda M. Martin, Clerk

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

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

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

STATE OF INDIANA)
) SS:
ST JOSEPH COUNTY)

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

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

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

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

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

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

Contractors seeking the award of a City contract cannot be required to award a subcontract to an MWBE; however, they may not unlawfully discriminate against said MBE/WBE. A finding of noncompliance or a discriminatory practice shall prohibit that Contractor from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contract to which the discriminatory practice or noncompliance pertains.

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

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

I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel

products or foundry products made in the United States on this project if awarded. I understand I have an affirmative duty to notify the City in my bid that my proposal does not include the use of steel products or foundry products made in the United States. I understand it is my sole obligation and responsibility to provide a justification to the City, subject to review and approval, why the cost of United States made steel or foundry products is unreasonable. Prior to award and upon submission of bid which does not use steel products or foundry products made in the United States, the City, through its director of public works, shall make a determination if the price of United States made steel or foundry is unreasonable. I understand that violations hereunder may result in forfeiture of contractual payments.

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

Dated this 8TH day of December, 2020

Martell Electric, LLC

Contractor/Bidder (Firm)

Jennifer Martell

Signature of Contractor/Bidder or Its Agent

Jennifer Martell- President

Printed Name and Title

Subscribed and sworn to before me this 8th day of December, 2020

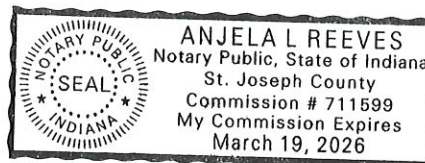
My Commission Expires March 19, 2026

Anjela L Reeves

Notary Public

County of Residence

St. Joseph





QUOTE/PROPOSAL CITY OF SOUTH BEND

PROJECT NAME Triumph Court Lighting Addition

PROJECT NO. 120-006E

December 8th, 2020, 9:00 AM Local Time

QUOTES DUE Electronic quotes shall be sent to bpwbids@southbendin.gov

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Light Fixture Type A	4	EA	6,799	27,196
2	Lighting Foundation	4	EA	700	2,800
3	Handhole, Fiberglass Reinforced Polymer Concrete	4	EA	818	3,272
4	Conduit, PVC, 2", Sch 40	280	LF	11.00	3,080
5	Wire, Copper, No. 4	560	LF	1.51	845.60
6	Wire, Copper, No. 8	280	LF	1.30	364
7	Wire, Copper, No. 10	120	LF	1.16	139.20
Total Amount of Quote					\$37,696.80

bonds of any kind have been excluded as they are not required according to the bid documents

Firm: Martell Electric, LLC

Address: 4601 Cleveland Rd

City/State/Zip: South Bend, IN 46628 Telephone Number: (574) 271-5000

Fax Number: (574) 271-5400

By 
(Signature)

Jennifer Martell- President

(Printed Name of Person Signing)

SCOPE OF WORK CITY OF SOUTH BEND



PROJECT NAME: Triumph Court Lighting Addition
PROJECT NO. 120-006E
QUOTES DUE December 8th, 2020, 9:00 AM Local Time
Electronic quotes shall be sent to bpwbids@southbendin.gov

I. PROJECT DESCRIPTION

- A. The project includes the furnishing of all equipment, material, insurance, and labor for **the addition of four (4) streetlights and underground wiring around the intersection of Napoleon St, Burns Ave, and Duey St.** within the City of South Bend, IN.

II. PREVAILING SPECIFICATIONS AND CONSTRUCTION STANDARDS AND SPECIFICATIONS

- A. The City of South Bend's **PREVAILING SPECIFICATIONS**, most recent version, and **CONSTRUCTION STANDARDS AND SPECIFICATIONS**, most recent version, are to be used on this project.
- B. Each Quote provider is specifically instructed to become completely familiar with the most recent version of the **PREVAILING SPECIFICATIONS** and the **CONSTRUCTION STANDARDS AND SPECIFICATIONS** prior to submitting a quote.
- C. Wherever the **PREVAILING SPECIFICATIONS** refer to "State Specifications," it shall mean the 2020 INDOT Standard Specifications for the letting effective after September 1, 2019.
- D. These **SPECIAL PROVISIONS** will list only "Additions" or "Deletions" to the **PREVAILING SPECIFICATIONS** and are to be used only in conjunction with the **PREVAILING SPECIFICATIONS**.
- E. In the event of conflict between the **SPECIAL PROVISIONS** and the **PREVAILING SPECIFICATIONS**, the **SPECIAL PROVISIONS** will govern.

III. TERM "OR EQUAL"

- A. Prevailing Specifications: None
- B. Additions

1. Where the term "or equal" is used in these specifications, the Quote provider deviating from specified item shall file with his/her/its Quote a letter fully explaining and justifying his/her/its proposed article or equal. The City of South Bend shall be the sole judge in determining if the "or equal" offered meets the specification.

IV. TAX EXEMPT

- A. Prevailing Specifications: None
- B. Additions

1. Materials and properties purchased under contract with the Owner that becomes a permanent part of the structure or facilities constructed are not subject to the Indiana Gross Retail Tax (Sales Tax). The exemption number will be furnished to the Contractor upon award.

V. INDEMNIFICATION

- A. Prevailing Specifications: None
- B. Additions

1. Contractor agrees to indemnify, defend and hold harmless the City of South Bend, its agents, officers and employees, from all costs, losses, claims and suits, including court costs, attorney fees, and other expenses, arising from or out of the negligent performance of this Contract by Contractor,

or because of arising out of any defect in the goods, materials or equipment supplied by the Quote provider.

VI. INSURANCE

- A. Prevailing Specifications: 2020, INDOT Standard Specifications Section 103
- B. Additions:

1. All Contractors and subcontractors doing business with the City of South Bend shall present a Certificate of Insurance showing coverage in the following minimum amount:
 - a. General Liability: Premises-Completed Operations or Products, Bodily Injury and Property Damage Combined Single Limit - \$5,000,000.
 - b. There shall be no exclusion for explosion, collapse or underground hazard.
 - c. Workmen's Compensation: Statutory State of Indiana Employer's Liability - \$100,000.
 - d. Auto Liability: Bodily Injury and Property Damage Combined Single limit - \$1,000,000.
 - e. The City of South Bend shall be named as additional insured on the Certificate of Insurance.

VII. CONTROL OF WORK

- A. Prevailing Specifications: 2020, INDOT Standard Specifications Section 105
- B. Additions:

1. The complete responsibility for this project lies with the Director of Public Works of the City of South Bend, Indiana acting through his authorized representatives.
2. Construction Engineering - The Contractor shall provide all the necessary, qualified personnel, equipment and supplies to perform all work required under this item. There will be no direct payment for this item.
3. The contractor is responsible to maintain the site which includes but is not limited to; dust control, site security, erosion control, and protecting adjacent properties.
4. Work hours for the Project shall be from 7:00 a.m. through 6:00 p.m., Monday through Friday. No work shall be permitted on weekends, Holidays, or after hours unless approved by the City of South Bend Department of Public Works.

VIII. LEGAL RELATIONS

- A. Prevailing Specifications: 2020, INDOT Standard Specifications Section 107
- B. Additions:

1. The Owner, where mentioned in these documents, is the City of South Bend.
2. The Contractor shall apply for and obtain any and all required permits for the work from local, state, and federal agencies and shall comply with permit requirements, including the St. Joseph County / City of South Bend Building Department.
3. If the Contractor awarded this contract is not a resident of Indiana, within thirty days, the Contractor shall provide the Owner with proof that the Contractor is duly licensed, qualified and registered with the Secretary of State of Indiana to engage in business within the State of Indiana.
4. The Contractor shall comply with all provisions of Indiana Code 5-16-13, as amended. The Owner reserves the right to immediately terminate the public work project awarded should the Contractor be found to be in violation of any provision of Indiana Code 5-16-13 and such violation shall result in the forfeiture of Contractor's performance bond to the Owner.

IX. PROSECUTION AND PROGRESS

- A. Prevailing Specifications: 2020, INDOT Standard Specifications Sec. 108
- B. Additions:

1. The project will have a completion date of **April 30, 2020**. The contract time will start when the Notice to Proceed is delivered and signed.

2. The City and Contractor will hold a pre-construction meeting following award of the contract. The date of the Notice to Proceed will be agreed at that meeting.
3. Contractor shall provide a schedule to the Owner prior to beginning any work on the site.

X. CHANGE OF CONTRACT TIME

- A. Prevailing Specifications: 2020, INDOT Standard Specifications Section 108
- B. Additions

1. The Contract Time may only be changed by Change Order. Any Claim for an extension in the Contract Time shall be based on written notice delivered to the Department of Public Works within seven (7) calendar days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within fourteen (14) calendar days after such occurrence unless an official of the Public Works Department allows an additional period of time to ascertain more accurate data. The Contract Time will be extended in an amount equal to time lost to delays beyond the control of the Contractor if a claim is made in accordance with this provision. Such delays shall include acts of neglect by the Public Works employees, or to fires, flood, labor disputes, epidemics, abnormal weather conditions, governmental procedures, or acts of God.
2. Unless otherwise provided, the Contract time is based upon normal weather conditions. An extension is granted for weather conditions significantly more severe than normal if the Contractor demonstrates to the satisfaction of the City that the delay in the progress of the work was due to such weather. The basis to define normal weather will be the data compiled by the United States Department of Commerce, National Oceanic and Atmospheric Administration (NOAA).
3. No extension of time will be granted if the Contractor, by his/her/its own action or inaction, including fault or negligence of Contractor's subcontractors, caused the delay, or for which any remedies are provided under any other provision of this agreement.
4. The grant of an extension of time under this Section in no way constitutes a waiver by the City of any rights or remedies existing under this contract at law or in equity.

XI. DEFAULT AND TERMINATION

- A. Prevailing Specifications: 2020, INDOT Standard Specifications Section 108
- B. Additions:

1. Events of Default shall include Contractor's failure to perform any of its obligations under this contract including failure to commence work at the time specified, failure to perform the work in accordance with these specifications, unauthorized discontinuation of the work, failure to carry out the work in a manner acceptable to the City, failure to observe Federal, State, or local laws or regulations, and failure to comply with any other term of this contract.
2. If an Event of Default occurs, the City shall provide Contractor written notice and may permit Contractor ten (10) calendar days after the date of the notice to cure the default. If the default is not cured within the ten (10) day cure period, the City may at any time thereafter terminate this contract in which case the termination shall be final and effective.
3. Upon an Event of Default, the City may invoke the following remedies in addition to those remedies provided under separate provisions of this contract, the right of set-off against any payments due or to become due to the Contractor against the retainage, the right to take over and complete the Work. If the City notifies Contractor that City is invoking its right to complete the Work, all rights that the Contractor has in order under Contractor's subcontracts are assigned to the City, subject to the City's right to take assignment of all or only selected subcontracts at the City's discretion. The sole obligation accepted by the City under such subcontracts is to pay for Work satisfactorily performed after the date of the assignment. In the event a conditional assignment has not been executed, the Contractor shall execute or cause to be executed any assignment, agreement, or other document that may be necessary in the sole opinion of legal counsel to the City's Board of Public Works to evidence compliance with this provision. The Contractor shall promptly deliver such documents upon the City's request. In the case of such assignment, unless otherwise agreed in writing, The Contractor remains liability to subcontractors for any payment already involved, and for any claim, suit or cause of action based upon or resulting from any error, omission, negligence or other breach of contract by the Contractor, its officers, employees, or agents arising prior to the date of assignment to the City.

XII. LIQUIDATED DAMAGES

- A. Prevailing Specifications: 2020, INDOT Standard Specifications Section 108
- B. Additions:

1. The contractor shall proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work, and excludes the time for unavoidable delays which were beyond the control and without the fault of the Contractor.
2. If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages a sum of five hundred dollars (\$500.00) for each calendar day that the Contractor shall remain in default after the time of completion stipulated in the Contract Documents.
3. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner and Engineer/Architect.
 - a. To any preference, priority, or allocation order duly issued by the Owner.
 - b. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of public enemy, acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

XIII. RETAINAGE AND FINAL PAYMENT

- A. Prevailing Specifications: 2020, INDOT Standard Specifications Section 109
- B. Additions:

1. Payments will be made every thirty (30) calendar days
2. Consistent with provisions of IC 36-1-12-14, the Board of Public Works shall retain a percentage of payments throughout the duration of the project.
3. Before final payment and retainage are released the Contractor must satisfy the following:
 - a. All parts and labor meet requirements stated in the specifications.
 - b. Provide copies of test reports or cut sheets on all materials supplied.
 - c. Provide As-Built drawings in accordance with the City of South Bend Prevailing Specifications for Public Works.
 - d. One (1) copy of the City of South Bend Completion Affidavit and one (1) copy of a Final Waiver of Lien.

XIV. WARRANTY

- A. Prevailing Specifications: None
- B. Additions

1. All Parts shall include the following:
 - a. Performance specifications
 - b. Bill of Materials
 - c. Warranties on all parts
 - d. Installation and safety requirements

XV. OTHER UTILITIES

- A. Prevailing Specifications: None

B. Additions:

1. The Contractor shall verify the locations of all utilities by contacting Indiana811 by calling 811 (in Indiana) or 1-800-382-5544 (outside of Indiana), or via www.indiana811.org, at least two (2) working days, not counting Saturdays, Sundays or federal and state holidays before proceeding with construction. It shall also be the Contractor's responsibility to contact any other utility that is not contacted by Indiana811 and verify the utility locations.
2. The Contractor shall be responsible for working with the other utilities, i.e., gas electric, telephone, etc. in order to assure that all utilities that need to be replaced or relocated can be done with a minimum disturbance to service. The Contractor shall also be responsible for coordinating schedules with the various utilities such that they can proceed with their relocation work as efficiently as possible.
3. If the odor of natural gas is detected in a work area at any time during the course of work, the Contractor shall immediately notify NIPSCO at 1-800-634-3524. The Contractor shall also immediately notify the residents of adjacent properties. The Contractor shall advise the residents to evacuate their homes immediately if the odor is present within the dwelling.
4. Restoration of sprinkler systems damaged by the Contractor's operations shall be repaired by the Contractor at no additional cost to the City or the Owner of the system.

XVI. MAINTENANCE OF TRAFFIC

A. Prevailing Specifications: 2020, INDOT Standard Specifications Sections 105 & 801

B. Additions:

1. Maintenance of traffic during construction shall conform to the "Indiana Manual on Uniform Traffic Control Devices" and the City of South Bend Design and Construction Standards.
2. The Contractor shall arrange and prosecute the work specified for this contract in such a manner that traffic on existing streets is unrestricted throughout the Project. The Engineer shall approve the method of traffic control. No construction equipment, vehicles, materials, supplies or temporary facilities shall be left unattended in the right-of-way of any street or left parked overnight without proper marking and lighting.
3. After the award of the contract and before beginning the work, the Contractor shall submit his/her/its proposed schedule of operations for the review of the Engineer. The schedule of operations as reviewed by the Engineer shall be maintained at all times.
4. There will be no direct payment for this work.

XVII. DESCRIPTION OF WORK

A. Prevailing Specifications: None

B. Additions

1. Work to be performed shall include furnishing all labor, services, materials, insurance and equipment for **the addition of four (4) streetlights and underground wiring around the intersection of Napoleon St, Burns Ave, and Duey St** within the City of South Bend.
2. The Contractor shall preserve and protect all surrounding property, structures, tenants, visitors and their property from damage caused by the Contractor's operations.

XVIII. PLANS

A. Prevailing Specifications: City of South Bend CONSTRUCTION STANDARDS AND SPECIFICATIONS

B. Additions:

1. The plans consist of **5** Sheets.
2. The work shall conform to the plans.
3. The drawings are schematic in nature.
4. The CONTRACTOR is responsible for estimating dimensions and quantities of materials.
5. In the event that the Special Provisions and the Plans conflict, the Special Provisions shall govern.

XIX. LIGHTING

- A. Prevailing Specifications: 2020, INDOT Standard Specifications Sections 807
- B. Additions:
 - 1. Luminaries and Accessories
 - A. Light Pole:
 - 1. Manufacturer: Sternberg or **approved** equal.
 - 2. Pole, Type "A" catalog number 2600RFP5(Vernon)-16AG-GFI-BK
 - 3. Material: 20" x 30" high base shall be designed with a cylindrically shaped lower section with gradually slopes to a curved upper section and shall be made of heavy wall, 356 alloy cast aluminum. It shall have a 1" thick floor cast as an integral part of the base. Straight fluted shaft shall be made of ASTM 6061 extruded aluminum and tempered to a T6 condition. The shaft shall be externally welded circumferentially to the base.
 - 4. Section Shape: Straight fluted shaft with candy cane arm. Candy cane arm shall be welded and parallel to straight fluted shaft.
 - 5. Height: Bottom of Luminaire at 16'.
 - 6. Accessories:
 - a. Handhole: Secure with tamper-proof, stainless steel hardware.
 - b. Anchor Bolts: Hot dipped galvanized "L" type.
 - c. Refer to pole detail sheet, see attached, for mounting locations of bolt on breakaway banner arms, GFI weather proof receptacle and bolt on speaker hub.
 - d. Wind load for pole to be designed at 90 mph.
 - e. Access door: A door shall be provided for wiring and anchor bolt access. It shall be secured with tamper proof, stainless steel hardware.
 - B. LED Luminaire:
 - 1. Manufacturer: Sternberg or **approved** equal.
 - 2. Luminaire type "3", catalog number 1910/5LBL-RE3GSM-Multi-RPM-CC3693150MH-BK and luminaire type "5", catalog number 1910/5LBL-RE5GSM-Multi-RPM-CC3693-150MH-BK.
 - 3. Description: Decorative roadway downlight luminaire with fitter.
 - 4. Size: 22-1/2" tall x 18-5/8" wide.
 - 5. Material: Spun aluminum full shade, fitter shall be 319 heavy wall aluminum with eight flutes. The fitter shall be welded to the arm end for safety and to ensure the fixture will be plumb. Polycarbonate acorn globe. Candy cane arm with .125 wall thickness 6061-T51 aluminum scrolls.
 - 6. Enclosure: Weatherproof seal with between housing and doorframe.
 - 7. Photometric Control: Luminaire type "3", Type III distribution and luminaire "5", Type V distribution all with rotatable and interchangeable reflectors.
 - 8. Installation: Outdoor use only.
 - 9. Light Engine Description
 - a. The luminaire shall use high output, high brightness Cree LED's
 - b. The Cree LED's shall be mounted, in arrays, to printed circuit boards designed to maximize heat transfer to the heat sink surface
 - 10. Performance
 - a. The LED luminaire shall meet requirements for "cutoff" or "full cutoff" type fixtures
 - b. The LED light engines and drivers shall operate over a -40°C (-40°F) to +41°C (104°F) ambient air temperature range
 - c. The temperature rise from ambient to the LED mounting location on the heat sink shall not exceed 35°C (63°F) under continuous operation at rated output
 - d. The high performance white LED's shall have a life expectancy of 50,000 hours to 70% of original brightness
 - e. The high brightness LED's shall be 4500K (6000K, 3500K options) color temperature with a minimum of 75 CRI
 - f. The LED luminaire shall have a minimum 5200 delivered lumen output when operated at steady state with an average 25°C ambient air temperature
 - g. The luminaire shall have an IESNA Type V (III option) classification

11. Light Engine Construction
 - a. The LED light engine shall consist of a circuit board comprised of FR4 with thermal vias or an insulated aluminum substrate. LED attachment adhesive shall be no less than 90% pure silver to insure optimal electrical and thermal conductivity
 - b. The complete face of the LED light engine panel shall be conformal coated with acrylic to a minimum thickness of 0.002 inch (dry) to adequately protect the light engine from moisture and corrosion
 - c. The LED light engines shall be environmentally friendly and 100% recyclable. They shall be certified by the manufacturer as conforming to the Restriction of Hazardous Substances Directive (RoHS) adopted in February 2003 by the European Union. The manufactured product will not contain lead, mercury or hazardous substances.
 12. Electronic Driver
 - a. The driver shall be a DC voltage, current limiting design with a universal 120 thru 277 AC input range
 - b. The driver shall be UL Listed
 - c. The driver shall have a minimum efficiency of 90%
 - d. Driver performance shall meet the following electrical characteristics
 - i. THD: Less than 20%
 - ii. PF: Greater than 0.90
 - iii. Self-limiting short circuit protection
 - e. Driver shall contain over-heat protection which reduces output to less than half rating if case temperature reaches 85°C
 - f. Must pass the U.L. lightning surge test and isolate the LED light engine from power line transients
 13. Warranty
 - a. The Light Engines shall be free from all defects in materials and workmanship for a period of five (5) years from date of manufacture
 - b. The driver manufacturer shall guarantee the power supply be moisture proof and capable of performing for a minimum period of five (5) years
- C. Shop Drawings: Provide detailed dimensions and components of luminaire and pole.
2. Conduit and Wiring
 - A. See City of South Bend Standards and Specifications, §6-6
 - B. Conduit shall be two (2) inch Schedule 40 HDPE and installed with tracer wire for future locates. The HDPE shall be suitable for direct burial applications and shall not be installed when either the temperature or ambient temperature is below negative ten (-10) degrees Fahrenheit.
 - C. Conduit shall be installed by directional drilling with minimal disturbance to existing sidewalk and tree lawn.
 - D. Connections between lights, including circuit wiring and ground, shall be 2x No. 4 gauge copper wire with 1x No. 8 ground. No. 4 wire shall be 4-1/C, No. #4, THWH, Colored, Stranded Copper in Cable-Duct to be placed in a conduit.
 - E. No. 10 gauge copper wire shall be installed from base of pole to luminaire.
 3. Handholes
 - A. See INDOT §807.09
 - B. Handholes shall be heavy weave fiberglass reinforced polymer concrete service boxes.



All dimensions are estimated and approximate. Contractor is responsible for estimating dimensions and quantities of materials.

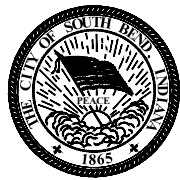
Contractor is responsible for performing utility locates prior to work.

- (E1) Existing Light Pole
- (E2) Existing Light Bollard
- (E3) Existing Handhole
- (E4) Existing Buried Conduit

- (P1) Proposed Light Pole (4 total)
Base Type 4
See attached pole detail and base details.
- (P3) Proposed Handhole
See attached detail.
- (P4) Proposed Buried Conduit and Lighting Circuit.
2" PVC Conduit.
See attached detail.

DATE	08/03/2020
DRAWN	FPC
CHECKED	--
APRVD	--
SCALE	1" = 30'

PROJECT TITLE
Triumph Court
Lighting Addition
#120-006E



DEPARTMENT OF PUBLIC WORKS
CITY OF SOUTH BEND, INDIANA

DIVISION	
<input type="checkbox"/>	CIVIL
<input type="checkbox"/>	TRAFFIC
<input type="checkbox"/>	WATER
<input type="checkbox"/>	WASTE WATER
<input checked="" type="checkbox"/>	OTHER

SHEET TITLE
Lighting Overview
Burns & Duey

SHEET NO. 01



All dimensions are estimated and approximate. Contractor is responsible for estimating dimensions and quantities of materials. Refer to attached details for required dimensions.

Contractor is responsible for performing utility locates prior to work.

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PROJECT TITLE
 Triumph Court
 Lighting Addition
 #120-006E



DEPARTMENT OF PUBLIC WORKS
 CITY OF SOUTH BEND, INDIANA

DIVISION	
<input type="checkbox"/>	CIVIL
<input type="checkbox"/>	TRAFFIC
<input type="checkbox"/>	WATER
<input type="checkbox"/>	WASTE WATER
<input checked="" type="checkbox"/>	OTHER

SHEET TITLE
 Lighting Detail
 Burns Ave.

SHEET NO.
 02



All dimensions are estimated and approximate. Contractor is responsible for estimating dimensions and quantities of materials. Refer to attached details for required dimensions.

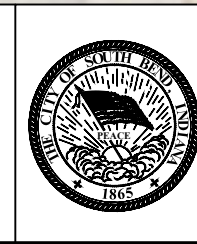
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DATE	08/03/2020
DRAWN	FPC
CHECKED	--
APRVD	--
SCALE	1" = 30'

PROJECT TITLE
 Triumph Court
 Lighting Addition
 #120-006E



DEPARTMENT OF PUBLIC WORKS
 CITY OF SOUTH BEND, INDIANA

DIVISION	
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<input type="checkbox"/>	TRAFFIC
<input type="checkbox"/>	WATER
<input type="checkbox"/>	WASTE WATER
<input checked="" type="checkbox"/>	OTHER

SHEET TITLE
 Lighting Detail
 Duey St.

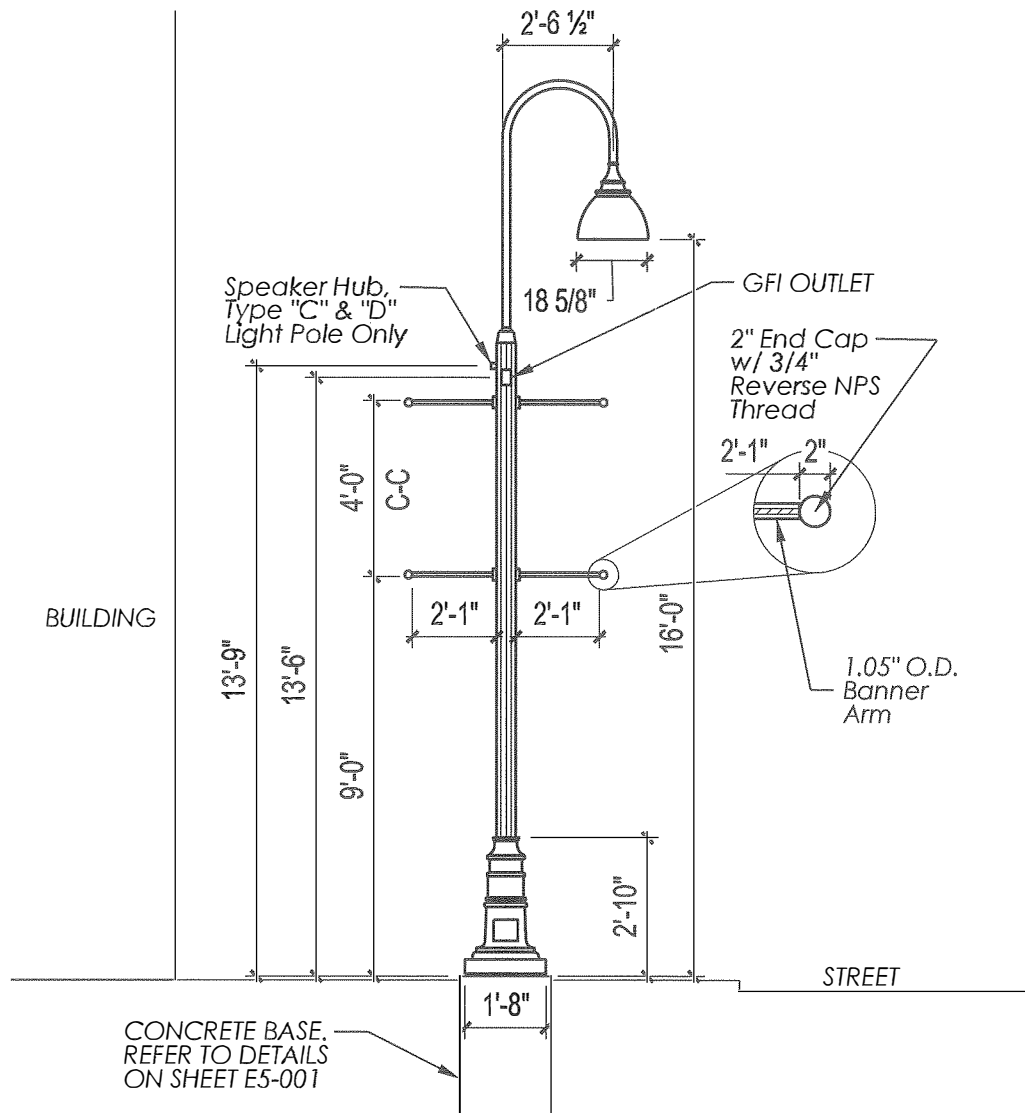
SHEET NO.
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LIGHT POLE DETAIL

Scale: NOT TO SCALE



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Mishawaka, IN 46544

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Fax (574) 259-9982

PROJECT
CONSTRUCTION DOCUMENTS FOR

EDDY STREET COMMONS
SOUTH BEND, INDIANA

ISSUE
DATE

PROJECT NUMBER 07052.00

SHEET
E5-002

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**BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM**

Date: December 8, 2020
 Name: Finnian Cavanaugh Department of Public Works – Engineering Division
 Phone Extension: 5961 or
 BPW Date: December 17, 2020 fcavanau@southbendin.gov

Required Prior to Submittal to Board

BPW Attorney Attorney Name Clara McDaniels
 Dept. Attorney Attorney Name _____
 Purchasing _____

Check the Appropriate Item Type – Required for All Submissions

Professional Services Agreement Contract Proposal
 Open Market Contract Amendment/Addendum Special Purchase, QPA
 Bid Opening Bid Award Req. to Advertise Title Sheet
 Quote Opening Quote Award Reject Bids/Quotes
 Proposal Opening C/O & PCA No. _____ PCA
 Chg. Order, No. _____ Traffic Control Resolution
 Other: _____ Ease./Encroach

Required Information

Company or Vendor Name Martell Electric
 New Vendor Yes If Yes, Approved by Purchasing
 No
 MBE/WBE Contractor MBE Completed E-Verify Form Attached Yes
 WBE No
 Project Name Triumph Court Lighting Addition
 Project Number 120-006E
 Funding Source Light Up South Bend
 Account No. 404-06-600-500-422018-06LUSB-
 Amount \$37,696.80
 Terms of Contract NTE
 Purpose/Description Award quote for an addition of four (4) new street lights with underground wiring at Burns Ave. and Duey St. near Napoleon

For Change Orders Only

Amount of Increase \$ _____
 Decrease (\$ _____)
 Previous Amount \$ _____
 Increase _____ %
 Current Percent of Change: Decrease (_____ %)
 New Amount \$ _____
 Increase _____ %
 Total Percent of Change: Decrease (_____ %)
 Time Extension Amount: _____
 New Completion Date: _____

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



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

CITY OF SOUTH BEND JAMES MUELLER, MAYOR
BOARD OF PUBLIC WORKS

December 17, 2020

Mr. Scott Kirkpatrick
Michiana Contracting Inc.
7843 Lilac Rd., PO Box 929
Plymouth, IN 46563
skirkpatrick@michianacontracting.com

RE: Quotation Award – Triumph Court Lighting Addition – Project No. 120-006E

Dear Mr. Kirkpatrick:

The Board of Public Works, at its meeting held on December 17, 2020, awarded the above referenced quotation to Martell Electric, LLC, in an amount not to exceed \$37,696.80.

We thank you for quoting and hope you will quote with us again in the future.

If you have any further questions regarding this matter, please call this office at (574) 235-9251.

Sincerely,

s/Linda M. Martin, Clerk

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



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

CITY OF SOUTH BEND JAMES MUELLER, MAYOR
BOARD OF PUBLIC WORKS

December 17, 2020

Ms. Johanna Plank
Hawk Enterprises, Inc.
1850 E. North St.
Crown Point, IN 46307
caylee@hawk-inc.com

RE: Quotation Award – Triumph Court Lighting Addition – Project No. 120-006E

Dear Ms. Plank:

The Board of Public Works, at its meeting held on December 17, 2020, awarded the above referenced quotation to Martell Electric, LLC, in an amount not to exceed \$37,696.80.

We thank you for quoting and hope you will quote with us again in the future.

If you have any further questions regarding this matter, please call this office at (574) 235-9251.

Sincerely,

s/Linda M. Martin, Clerk

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



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

CITY OF SOUTH BEND JAMES MUELLER, MAYOR
BOARD OF PUBLIC WORKS

December 17, 2020

Mr. John A. Ferro
Pemberton Davis Electric
916 E. McKinley Ave.
Mishawaka, IN 46545
tleibovitz@pembertondavis.com

RE: Quotation Award – Triumph Court Lighting Addition – Project No. 120-006E

Dear Mr. Ferro:

The Board of Public Works, at its meeting held on December 17, 2020, awarded the above referenced quotation to Martell Electric, LLC, in an amount not to exceed \$37,696.80.

We thank you for quoting and hope you will quote with us again in the future.

If you have any further questions regarding this matter, please call this office at (574) 235-9251.

Sincerely,

s/Linda M. Martin, Clerk