



SCOPE OF WORK CITY OF SOUTH BEND

PROJECT NAME: VPA Athletic Court Renovations, Phase 2
PROJECT NO. 121-033
QUOTES DUE April 27, 2021 at 9:00am Local Time – electronic bids should be submitted to bpwbids@southbendin.gov

I. PROJECT DESCRIPTION

- A. The project includes the furnishing of all equipment, material, insurance, and labor for the rehabilitation of the Boehm Park basketball courts (located at 3601 Edison Road) located within the City of South Bend, IN.

B.

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. The Engineer, where mentioned in these documents, is The City of South Bend, Department of Public Works & WBK Engineering, LLC.
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 **July 30, 2021**. The contract time will start when the Notice to Proceed is delivered and signed.
2. The City, Engineer, 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 attached "Traffic Closure Request" form is to be used for any lane restrictions or closures and required to be filled out and sent to the Department of Public Works
3. 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.
4. 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.
5. 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 rehabilitation of the Boehm Park basketball courts (located at 3601 Edison Road) located within the City of South Bend, IN.
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 Design and Construction Standards
- B. Additions:

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

IV. **M/WBE GOALS**

A. Prevailing Specifications: City of South Bend Ordinance No. 10693-19, Minority and Women Business Enterprise Inclusion Program Plan

B. Additions:

1. The M/WBE Goals for this Project are
 - a. MBE 2.6 %.
 - b. WBE 5.0 %.

2. Complete FORM MWBE-1.0 *MWBE Utilization Plan*, and submit with Bid Proposal
3. Complete FORM MWBE-2.0 *Evidence of Good Faith Efforts* and submit with Bid Proposal.
4. Complete FORM MWBE-2.1 *MWBE Contacted* and submit with Bid Proposal.

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



PROJECT NAME: VPA Athletic Court Renovations, Phase 2
PROJECT NO. 121-033
QUOTES DUE April 27, 2021 at 9:00am Local Time – electronic bids should be submitted to bpwbids@southbendin.gov

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

Date: _____ Firm: _____

Address: _____

City/State/Zip: _____ Telephone Number: ()

Agent of Bidder (if Applicable): _____

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

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

The City of South Bend, Department of Public Works & WBK Engineering, LLC

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

_____ (\$ _____)
 (Enter Sum of Total Quote 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)

 (Printed Name of Person Signing)

ACCEPTANCE

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

Subject to the following conditions: _____

BOARD OF PUBLIC WORKS

 Elizabeth A. Maradik, President

_____, Member

 Gary A. Gilot, Member

 Jordan V. Gathers, Member

 Joseph R. Molnar, Member

 Attest: Anne Fuchs, Clerk

CITY OF SOUTH BEND

EQUAL EMPLOYMENT OPPORTUNITY CONTRACTING PROVISIONS DIVERSITY UTILIZATION

It is the policy of the City of South Bend to provide equal employment and business opportunity for all persons, partnerships, companies, and corporations in accordance with the rules, regulations and guidelines of the applicable federal, state and local laws. This policy of equal employment and business opportunity shall apply to every contractor or subcontractor bidding or holding a public contract with the City of South Bend.

In furtherance of this policy, the following Equal Opportunity Clauses are hereby made a part of every construction contract entered into by the City of South Bend and all subcontractors entered into pursuant to any such contract and the bidder hereby certifies that it/he/she will abide by these provisions.

The contractor will not discriminate against any applicant or employee because of race, color, religion, sex, national origin, or handicap. The contractor will take affirmative action to ensure that all applicants or employees are treated fairly and equitably. Such action shall include but not be limited to the following: hiring, 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 it/he/she has a bargaining agreement or other contract or understanding, a notice to be provided, advising the labor union or worker's representatives of the contractor's commitment under this section, and shall post copies of the notices in conspicuous places available to applicants and employees.

The contractor will comply with all provisions of Executive Order 11246 (as amended by 11375) and of the rules, regulations and relevant orders of the Department of Labor.

Subpart B -- Contractors' Agreements

Sec. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:"

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin."

"(3) The contractor will send to each labor union or representative of workers with which it/he/she has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules and regulations, and relevant orders of the Secretary of Labor."

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders."

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, in this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked* as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law."

"(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency

may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

** Corrected to read "invoked". In the original text the word "involved" was printed in error.*

MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN

The City of South Bend, Indiana has shown its commitment to addressing Minority and Women's Business Enterprise ("MWBE") participation in public contracting through the adoption of the City of South Bend Ordinance No. 10693-19. Persons, partnerships, corporations, associations, or joint ventures 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 or disability that does not affect that person's ability to perform work.

Minority and Women's Business Enterprises (MWBEs) are described in the Ordinance. A list of MWBEs (both certified and non-certified) can be found on the Indiana Department of Administration website: <http://www.in.gov/idoa/>. Documentation shall be provided with the bid that states the MWBEs that will be contracted, the dollar amount of the work that will be performed by the MWBEs on the project and the percentage of the dollar amount as it relates to the total bid amount by using Form MWBE-1.0, MWBE Utilization Plan.

The City, its agencies, boards, or commissions requires the Contractor's good faith efforts to obtain participation by those Contractors classified as MWBEs.

Failure to provide ALL the required evidence of good faith efforts with the bid will be grounds for rejecting a bid as non-responsive.

Bidders shall demonstrate good faith efforts to have active participation from MWBEs on this Project and supply written documentation evidencing such efforts by using Form MWBE-2.0, Evidence of Good Faith Efforts and Form MWBE-2.1, MWBEs Contacted. Such documentation shall include, but is not limited to, the following items:

- a. A listing of all MWBEs contacted including: (1) the name and address of the MWBE; (2) the date of contact; (3) the type of contact (i.e., phone call, written solicitation, etc.); (4) the nature or type services or goods requested; and (5) the result of the contact.
- b. Written evidence of outreach and copies of email exchanges inviting and receiving bids, notes or other responses from MWBEs or other documentation of efforts to encourage and secure competitive responses from MWBE and local businesses to be included in the benefits of building this Project.
- c. Written documentation of letters of introduction, invitations to forging majority/minority strategic alliances for capacity building, including but not limited to, mentoring, extensions of assistance on payroll, insurance, bonding, line of credit, technical skills or business skills.

All bidders are actively encouraged to reach out to the MWBEs in St. Joseph County, Indiana, other local Indiana counties, and Berrien County, Michigan to utilize a good faith effort to forge constructive and lasting business partnerships.

Notwithstanding the foregoing, the award and performance of all City contracts shall comply with applicable federal, state, and local laws.

The City reserves the right to request verification of goal implementation throughout the course of the project.

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, 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 may consider the Contractor's good faith efforts to obtain participation by those Contractors 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.

In no event shall persons or entities seeking the award of a City contract be required to award a subcontract to an MBE/WBE; however, it may not unlawfully discriminate against said WBE/MBE. A finding of a discriminatory practice by the City's MBE/WBE Utilization Board shall prohibit that person or entity 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 for which the discriminatory practice or noncompliance pertains.

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

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

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

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

Dated this _____ day of _____, 20__

Contractor/Bidder (Firm)

Signature of Contractor/Bidder or Its Agent

Printed Name and Title

Subscribed and sworn to before me this _____ day of _____, 20__

My Commission Expires _____

Notary Public

County of Residence _____



QUOTE/PROPOSAL CITY OF SOUTH BEND

PROJECT NAME VPA Athletic Court Renovations, Phase 2

PROJECT NO. 121-033

QUOTES DUE April 27, 2021 at 9:00am Local Time – electronic bids should be submitted to bpwbids@southbendin.gov

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Mobilization	1	LS		\$
2	SESC Inlet Protection	1	EA		\$
3	Remove and Reset Hoop	4	EA		\$
4	Crush and Shape	1150	SYD		\$
5	Subgrade Treatment, Type II, 5%	50	SYD		\$
6	Leaching Basin, 48" DIA	1	EA		\$
7	4" Perforated CPE	430	LFT		\$
8	Compacted Aggregate, No 53	64	CYS		\$
9	HMA, Type A, Base, 1.5"	100	TON		\$
10	HMA, Type A, Surface, 1.5"	100	TON		\$
11	Court Resurfacing	1150	SYD		\$
12	2" Court Striping, White	1250	LFT		\$
13	Edge Grading	178	LFT		\$
14	Turf Establishment	2094	SYD		\$
Total Amount of Quote					\$

Firm: _____

Address: _____

City/State/Zip: _____ Telephone Number: () _____

Fax Number: () _____

By _____
(Signature)

(Printed Name of Person Signing)



**CITY OF SOUTH BEND
 MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN
 FORM MWBE-1.0
 MWBE UTILIZATION PLAN**

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

Project Number: 121-033 Project Name: VPA Athletic Court Renovations, Phase 2

Bidder: _____ Total Bid Amount: _____ MBE Goal: 2.6%

Page _____ of _____

Name & Address of MBE	Primary Contact Person (Name/Telephone)	Scope of Work to be Performed (Attach scope/schedule if you need additional space)	Dollar Amount of MBE Component	Percentage of Total Bid/Proposal

Submitted by: _____
 Print Name Signature Date



**CITY OF SOUTH BEND
 MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN
 FORM MWBE-1.0
 MWBE UTILIZATION PLAN**

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

Project Number: 121-033 Project Name: VPA Athletic Court Renovations, Phase 2

Bidder: _____ Total Bid Amount: _____ WBE Goal: 5.0%

Page _____ of _____

Name & Address of WBE	Primary Contact Person (Name/Telephone)	Scope of Work to be Performed (Attach scope/schedule if you need additional space)	Dollar Amount of WBE Component	Percentage of Total Bid/Proposal

Submitted by: _____
 Print Name Signature Date

**CITY OF SOUTH BEND
 MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN
 FORM MWBE-2.0
 EVIDENCE OF GOOD FAITH EFFORTS**

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

Project Number: 121-033 Date: _____

Project Name: VPA Athletic Court Renovations, Phase 2

Bidder: _____

Contact Person: _____ Telephone: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

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

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

**CITY OF SOUTH BEND
 MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN
 FORM MWBE-2.0
 EVIDENCE OF GOOD FAITH EFFORTS**

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

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



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

**FORM MWBE-2.1
MWBE CONTACTED**

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

PAGE _____ OF _____

Project Number: 121-033 MBE Participation Goal 2.6%

Project Name: VPA Athletic Court Renovations, Phase 2

Bidder: _____

By: _____
(Signature) (Title) (Date)

MBE Firm _____

Owner or Contact at MBE Firm _____

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE MBE FIRM:

MBE Firm _____

Owner or Contact at MBE Firm _____

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE MBE FIRM:



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

**FORM MWBE-2.1
MWBE CONTACTED**

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

PAGE _____ OF _____

Project Number: 121-033 WBE Participation Goal 5.0%

Project Name: VPA Athletic Court Renovations, Phase 2

Bidder: _____

By: _____
(Signature) (Title) (Date)

WBE Firm _____

Owner or Contact at WBE Firm _____

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE WBE FIRM:

WBE Firm _____

Owner or Contact at WBE Firm _____

Telephone: _____ Fax: _____ Email: _____

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE WBE FIRM:

SPECIAL PROVISIOIN PAY ITEMS

All pay items in the bid sheet/pay item list reference Indiana Department of Transportation standard pay items including item number. For all of these items the Contractor is to perform the work in accordance with INDOT 2020 Standard Specifications. These specification shall govern unless a Special Provision is included in this bid package. For all non-standard INDOT pay items a Special Provision has been developed and is included in the bid package. The following Special Provisions will be part of the Work:

Special Provision, *Leaching basin*

- a. Description. The work consists of furnishing all equipment and labor required to place leaching basins as shown and detailed in the plans and described in this special provision.
 - a. This pay item includes furnishing and installing the structure, the structure base, the structure frame lid and casting, all stone fill, geotextile fabric, ladder rungs, pipe connections, etc. required to complete the work.
 - b. Clearing and excavating in preparation of the leaching basin placement in accordance with 2020 INDOT Standard Specifications section 200.
 - c. Install leaching basin in accordance with 2020 INDOT Standard Specification section 720.
 - d. At the completion of the setting of the leaching basin, the interior of the leaching basin shall be cleaned out so that it is free of debris, stones, material, etc.
- b. Measure of Payment. The completed work as described will be measured and paid for at the contract unit price for Each leaching basin successfully installed.

Special Provision, *Perforated Pipe*

- a. Description. The work consists of furnishing all equipment and labor required to install 4" dual-wall corrugated polyethylene pipe (CPE) as shown in the plans and described in this special provision.
 - a. Place 4" perforated pipe in accordance with 2020 INDOT Standard Specifications section 907.
 - b. This pay item includes furnishing and installing all crosses, bends, reducers, tees, fittings, connection to drainage structures, and all other attachments required to complete this work.
 - c. This pay item also includes furnishing and installing stone fill and geotextile cloth required to complete this work.
- b. Measure of Payment. The completed work as described will be measured and paid for at the contract unit price for each Linear Foot of pipe furnished and installed including all fittings.
 - a. Pavement removal and patching for are not included in this pay item and are included in separate pay items.

Special Provision, *Court Resurfacing*

- a. Description. The work consists of furnishing all equipment and labor required resurface existing athletic courts as shown in the plans and described in this special provision.
 - a. Prepare existing surface to be free of debris in accordance with 2020 INDOT Standard Specifications section 401.
 - b. Resurface athletic courts in accordance to the manufacturing recommendations.
- b. Measure of Payment. The completed work as described will be measured and paid for at the contract unit price for each Square Yard of court resurfaced.

Special Provision, *2" Court Striping, white or blue*

- a. Description. The work consists of furnishing all equipment and labor required stripe athletic courts with 2" wide paint as shown in the plans and described in this special provision.
 - a. Prepare existing surface to be free of debris in accordance with 2020 INDOT Standard Specifications section 401.
 - b. Lines must be taped using a line tape machine prior to painting.
 - c. Line paint shall be 2" wide textured paint that is 100% acrylic emulsion fortified with sand.
 - d. Comply with all manufacturing specifications for this task.
- b. Measure of Payment. The completed work as described will be measured and paid for at the contract unit price for each Linear Foot of court striping.

Special Provision, *Turf Establishment*

- a. Description. The work consists of furnishing all equipment and labor required to establish turf as shown in the plans and described in this special provision.
 - a. Contractor shall establish a durable, permanent, weed-free, perennial turf. The work is including, but not limited to, topsoil, seeding, mulching, erosion control blanket, maintenance, watering, and repair of turf.
 - b. Furnished or salvaged topsoils shall be blended with compost that will support vigorous growth.
 - c. Topsoil shall be humus bearing and placed at least 4 inches deep.
 - d. Topsoil must be free of stones greater than ½ inches diameter.
 - e. Seeding mixture that is composed of four or more species of perennial grass. Use only species and their cultivars or varieties which are guaranteed hardy for the state of Indiana.
 - f. Seed source shall be an INDOT approved certified vender.
 - g. Mulch all seeded areas to promote germination and growth of seed and to mitigate soil erosion and sedimentation.
 - h. Comply with all federal, state, and local laws while using herbicides.
 - i. The contractor is responsible for all inspection of turf establishment work.

- j. Once all work is completed that included placing turf establishment materials acceptable to the performance bond, the contractor can suggest a supplemental performance bond for the duration of vegetative growth.
- k. The contractor shall inspect the site for damaged turf establishment areas and make necessary repairs within 24 hours of a storm event resulting in more than 3 inches of rainfall in a 24 hour period.
- b. Measure of Payment. The completed work as described will be measured and paid for at the contract unit price for each Square Yard of Turf Establishment. Contractor will receive 50 percent payment upon placement of topsoil, seed, mulching, etc and the remaining 50 percent payment when vegetation has been established.

Special Provision, *Crush and Shape*

- a. Description. The work consists of furnishing all equipment and labor required to pulverize existing pavements and grade and compact leftover millings as shown in the plans and described in this special provision.
 - a. Contractor shall crush existing pavements to pass as a #53 aggregate base.
 - b. Any damages to areas scheduled to remain shall be replaced in-kind at no cost to the Owner.
 - c. Grading shall be done in accordance with 2020 INDOT Standard Specifications section 203.
 - d. Compacting shall be done in accordance with 2020 INDOT Standard Specifications section 238.
- b. Measure of Payment. The completed work as described will be measured and paid for at the contract unit price for each Square Yard of area crushed and re-graded.

Special Provision, *Remove and Reset Hoop*

- a. Description. The work consists of furnishing all equipment and labor required to remove and replace existing basketball hoops as shown in the plans and described in this special provision.
 - a. Contractor shall carefully excavate around existing hoops, remove them from their location, break apart from any existing footing, and store.
 - b. Stored hoops must be kept in a location safe from being damaged.
 - c. Any damaged hoops caused by the contractor's negligence must be replaced in-kind at no additional cost to the owner.
 - d. Prepare subgrade and subbase in accordance with 2020 INDOT Standard Specifications section 105.
 - e. Pour footings and place hoop posts in accordance with 2020 INDOT Standard Specifications section 900.
 - f. This pay item includes furnishing and installing all concrete materials and hoop attachments.
- b. Measure of Payment. The completed work as described will be measured and paid for at the contract unit price for Each hoop successfully removed and replaced.

Special Provision, *Edge Grading*

- a. Description. The work consists of furnishing all equipment and labor required to grade turf adjacent to pavement edges as shown in the plans and described in this special provision.
 - a. Contractor shall grade edge of pavements to safely allow for positive drainage away from the courts without any abrupt grade changes at the pavement edge.
 - b. Some areas, especially those being crushed and shaped, are being raised. Topsoil will need to be added to allow for a smooth transition.
 - c. Other areas have topsoil growing over the court edges that need to be cut down the turf to allow for positive drainage.
 - d. Contractor shall use caution not to damage existing pavement edges during this work. Any damages to existing pavement edges by the contractor shall be replaced in-kind at no additional cost to the owner.
- b. Measure of Payment. The completed work as described will be measured and paid for at the contract unit price for each Liner Foot of turf adjacent to pavement edges graded. Added topsoil and seeding are not included in this pay item and will be paid for under a separate pay item.