

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



PROJECT NAME: Riverside & Joyce Dr Shoulder Repair
PROJECT NO. 124-059
QUOTES DUE September 10, 2024, 9:00 a.m., Local Time. Sealed electronic bids are to be submitted by email to bpwbids@southbendin.gov.

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

Date: September 9, 2024 Firm: Acorn Landscaping, LLC
Address: 3680 West Sample Street
City/State/Zip: South Bend, IN 46619 Telephone Number: (574) 288-6950
Email Address: jeffritschar@gmail.com; info@acornlandscapers.com

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:
Riverside and Joyce Drive Shoulder Repair

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

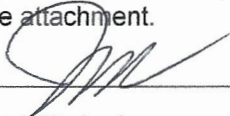
The City of South Bend, Department of Public Works

and dated September 9, 2024 for the sum of (enter the Total Quote as shown on the Proposal)

Seventeen thousand five hundred sixty nine dollars and zero cents (\$ 17,569.00)
(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)
Jeff Ritschard (Printed Name of Person Signing)

ACCEPTANCE

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

Subject to the following conditions: _____

BOARD OF PUBLIC WORKS

President

Members

QUOTE/PROPOSAL CITY OF SOUTH BEND




PROJECT NAME Riverside & Joyce Dr Shoulder Repair
PROJECT NO. 124-059
QUOTES DUE September 10, 2024, 9:00 a.m., Local Time. Sealed electronic bids are to be submitted by email to bpwbids@southbendin.gov.

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Removal of existing 8" of asphalt. Replacement with topsoil and seed. Sign Relocation	1	LS	\$12,824	\$ 12,824.00
2	Concrete Sidewalk and Curb Ramp	10	SYS	\$ 382	\$ 3,820.00
3	Concrete Curb	5	LFT	\$ 185	\$ 925.00
Total Amount of Quote					\$ 17,569.00

Firm: Acorn Landscaping, LLC
Address: 3680 West Sample Street
City/State/Zip: South Bend, IN 46619 **Telephone Number:** (574) 288-6950

Fax Number: ()

By 
(Signature)

Jeff Ritschard
(Printed Name of Person Signing)

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, 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 9th day of Sept, 2024

Acorn Landscaping, LLC

Contractor/Bidder (Firm)

Andrea Ritschard

Signature of Contractor/Bidder or Its Agent

Andrea Ritschard, Member

Printed Name and Title

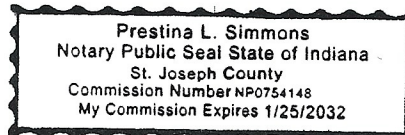
Subscribed and sworn to before me this 9 day of Sept 9, 2024

My Commission Expires 1-25-2024

Prestina L. Simmons

Notary Public

County of Residence St. Joseph



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

Date	<u>8/29/2024</u>	Department	Public Works
Name	Scott Kreeger	Phone Extension	9245
BPW Date	<u>9/10/24</u>		

Required Prior to Submittal to Board

BPW Attorney	<input checked="" type="checkbox"/>	Attorney Name	<u>Michael Schmidt</u>
Dept. Attorney	<input type="checkbox"/>	Attorney Name	_____
Purchasing	<input type="checkbox"/>	<u>Mickey Lovy</u>	

Check the Appropriate Item Type – Required for All Submissions

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

Required Information

Company or Vendor Name	_____		
New Vendor	<input type="checkbox"/> Yes	<input type="checkbox"/> If Yes, Approved by Purchasing	
MBE/WBE Contractor	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	Completed E-Verify Form Attached <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name	<u>Riverside & Joyce Dr. Shoulder Repair</u>		
Project Number	<u>124-059 (PR-35803)</u>		
Funding Source	<u>Local Roads & Bridge</u>		
Account No.	<u>265-436008</u>		
Amount	_____		
Terms of Contract	_____		
Purpose/Description	_____		

For Change Orders Only

Amount of	<input type="checkbox"/>	Increase	\$	
	<input type="checkbox"/>	Decrease	(\$ _____)	
Previous Amount			\$	
		Increase		%
Current Percent of Change:		Decrease		(%)
New Amount			\$	
		Increase		%
Total Percent of Change:		Decrease		(%)
Time Extension Amount:				
New Completion Date:				