



CITY OF SOUTH BEND

BOARD OF PUBLIC WORKS

January 27, 2026

Mr. Jason LeCount
Miller's Building Supply, Inc.
1819 East Monroe St.
Goshen, IN 46528
jasonl@millersbuildingsupply.com

RE: Quotation Award – The Monreaux – Project No. 125-066

Dear Mr. LeCount:

At its January 27, 2026 meeting, the Board of Public Works awarded the above referenced quotation to you in the amount of \$303,000.

Please forward the following documents **in one submittal by February 10, 2026** to my attention for Board of Public Works approval at horvath@southbendin.gov :

1) One (1) signed original of the Contract (enclosed); and

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

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk

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

This Agreement is made and entered into this 27th Day of January, 2026, by and between Miller's Building Supply Co., Inc., (the "Contractor"), and the Board of Public Works (the "Board").

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>	PR-125-066
<u>DESCRIPTION:</u>	THE MONREUX
<u>COMPLETION DATE:</u>	<u>SEE SPECIFICATIONS</u>
<u>AMOUNT:</u>	\$303,000
<u>FUNDING:</u>	RIVER WEST

The unit prices for this improvement were those prices as received and accepted by the Board on the 27th Day of January, 2026.

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

Each of the Parties, by signing below, represents and warrants to the other Party that he/she/it has the authority to bind the named person or entity to this Agreement.

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS

MILLER'S BUILDING SUPPLY CO.



Elizabeth A. Maradik, President



Joseph R. Molnar, Vice President

Printed Name



Murray L. Miller, Member



Breana N. Micou, Member

Signature



Abigail E. Magas, Member



Attest: Hillary R. Horvath, Clerk

Date: January 27, 2026



CITY OF SOUTH BEND

BOARD OF PUBLIC WORKS

January 27, 2026

Mr. Scott T. Foley
Bid C Lumber Co.
50860 Princess Way
Granger, IN 46530
scottf@bigclumber.com

RE: Quotation Award – The Monreaux – Project No. 125-066

Dear Mr. Foley:

At its January 27, 2026 meeting, the Board of Public Works awarded the above referenced quotation to Miller's Building Supply Co. in the amount of \$303,000.

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

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

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk

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



Project Name The Monreaux Lumber
Project No. 125-066
For Bids Due November 25th, 2025, 9:00 a.m., Local Time to
 bpwbids@southbendin.gov

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

Date: 11/17/2025 Firm: Miller's Building Supply, Inc.
 Address: 1819 East Monroe St.
 City/State/Zip: Goshen, IN 46528 Telephone Number: (574) 534-3973
 Email Address: jasonl@millersbuildingsupply.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:

The Monreaux Lumber – Mandatory Pre-Quote Meeting Monday, 11/17 at 11am at this link

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 11/17/2025 for the sum of (enter the Total Quote as shown on the Proposal)

Three Hundred Three Thousand dollars 00/100 (\$ 303,000.00)
 (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)
Jason LeCount
 (Printed Name of Person Signing)

ACCEPTANCE

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

Subject to the following conditions: _____

CITY OF SOUTH BEND, INDIANA
 BOARD OF PUBLIC WORKS


 Elizabeth A. Maradik, President


 Joseph R. Molnar, Vice President


 Murray L. Miller, Member


 Breana N. Micou, Member


 Abigail E. Magas, Member


 Attest: Hillary R. Horvath, Clerk



INTER-OFFICE MEMORANDUM
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

TO: Hillary Horvath, Clerk
Board of Public Works

FROM: Gemma Stanton
Project Engineer, Division of Engineering

SUBJECT: Award Quote for The Monreaux Lumber

DATE: January 12th, 2026

On November 26th, 2025, the Board of Public Works opened and read quotes for the above project. Two quotes were received with totals detailed below.

	<u>Big C Lumber Co</u>	<u>Millers Building Supply</u>
Total Quote	\$606,866	\$303,000

The purchase of these materials shall be a contribution toward the Local Public Improvements committed in the City's development agreement with the developer. The developer's representatives have confirmed that the materials proposed by Millers Building Supply substantially meet their requirements for the project. The developer has acknowledged its sole responsibility for the proper care and installation of the Local Public Improvements purchased by the City in an agreement dated December 12th, 2025.

Engineering recommends award of the quote to the lowest responsive and responsible bidder, Miller Building Supply, in the amount of \$303,000.

The Department of Public Works has appropriated sufficient funds from the River West TIF.

Please respond with any questions (EXT 9083).

Enc. Quote



**QUOTE/PROPOSAL
CITY OF SOUTH BEND**

Project Name The Monreaux Lumber
Project No. 125-066
For Bids Due November 25th, 2025, 9:00 a.m., Local Time to
bpwbids@southbendin.gov

Pricing shall be held for 12 months following receipt of quote.
Attendance at a mandatory pre-quote meeting will be required for quoters to be considered responsive.
The meeting link is here: Meeting Link with a dial in option at +1 574-367-5480,,672394247#

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	FLOOR AND ROOF TRUSSES	LS	1	\$195,000.00	\$195,000.00
2	WALL PANELS	LS	1	\$108,000.00	\$108,000.00

Total Quote Price: \$ 303,000.00

Firm: Miller's Building Supply, Inc.

Address: 1819 East Monroe St.

City/State/Zip: Goshen, IN 46528 Telephone Number: (574) 534-3973

Fax Number: (574) 533-8604

By 
(Signature)

Jason LeCount
(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:
Elkhart 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 contract or employment, or any matter directly or indirectly related to contracting or employment because of race, sex, religion, color, national origin, ancestry, gender expression, gender identity, sexual orientation, or due to age 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. On goal-eligible contracts, Contractors are required to either meet both MBE and WBE utilization goals or demonstrate that the Contractor has made good faith efforts to obtain participation from MBE and WBE subcontractors. 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.

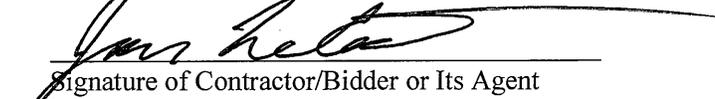
Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, gender expression, gender identity, 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 17th day of Nov, 2025

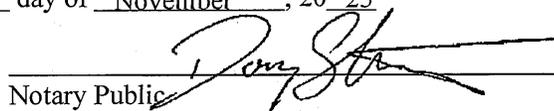
Miller's Building Supply, Inc.
Contractor/Bidder (Firm)


Signature of Contractor/Bidder or Its Agent

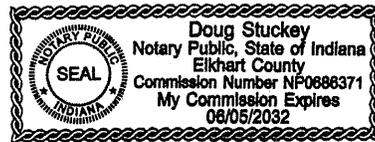
Jason LeCount-Multi Family Sales Consultant
Printed Name and Title

Subscribed and sworn to before me this 17th day of November, 2025

My Commission Expires 06/05/2032


Notary Public

County of Residence Elkhart





SCOPE OF WORK CITY OF SOUTH BEND

Project Name The Monreaux Lumber
Project No. 125-066
For Bids Due November 25th, 2025, 9:00 a.m., Local Time to
bpwbids@southbendin.gov

I. PROJECT DESCRIPTION

This project includes the furnishing of materials to be used by R. Yoder for The Monreaux development at Michigan Street & Monroe Street in South Bend. **This quote will be awarded to the lowest responsive vendor based upon the Total Estimated Price.** All items will be awarded per unit prices and the quantities shown for each item are approximate quantities only. Actual quantities purchased may be greater or less than the quantities shown on the bid tab.

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 2026 INDOT Standard Specifications for the letting effective after September 1, 2025.
- 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 become 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. CONTROL OF WORK

- A. Prevailing Specifications: 2026, 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 for maintaining 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.~~

VII. LEGAL RELATIONS

- A. Prevailing Specifications: 2026, 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 **R. Yoder**.
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.

VIII. DEFAULT AND TERMINATION

- A. Prevailing Specifications: 2026, 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.

IX. CORRECTIVE ACTION/DAMAGES

A. Prevailing Specifications: None

B. Additions:

1. The parties recognize that time is of the essence in regard to this Contract and that City and R. Yoder will suffer financial loss if the equipment, supplies, services are not delivered within the times specified on the Contract.
 - a. It is agreed between the parties hereto that if Contractor shall not deliver the equipment, supplies, services and/or other obligations by the date specified in the Contract, City shall use the bid bond or certified check of bidder as liquidated damages
 - b. Should the Contractor fail to provide or perform the equipment, supplies, services and/or other obligations pursuant to the Contract, and should the City then elect to bid a new project that will replace the Contract, any bid for the project from Contractor will be considered only if Contractor can demonstrate the ability to deliver and perform the equipment, supplies, services and/or other obligations in a timely fashion.
 - c. It is agreed between the parties hereto that if Contractor shall not deliver the equipment, supplies, services and/or other obligations by the time specified in the Contract, City shall award all or part of the material to the next lowest bidder.

X. DELIVERY

A. Prevailing specifications/INDOT Standard Specification Section: None

B. Additions:

1. Items shown in the specifications shall be delivered to **100 W Monroe Street in South Bend, Indiana**. Delivery dates shall include weekends and holidays as designated by the representative ordering the material.
2. All materials shall be delivered according to best industry practices and prevailing specifications. Any materials not received in good condition will be rejected.
3. All items rejected must be removed immediately by the Contractor at the expense of the Contractor.
4. In some cases, at the discretion of the City, inspection of the commodities or equipment will be made at the factory, plant, or other establishment where they are produced before shipment.

5. The City reserves the right to inspect and have any goods tested after delivery for compliance with the Specifications. Notice of latent defects, which would make the item unfit for the purposes for which they are required, may be given at any time within one year after discovery of defects.
6. The quote shall include the cost of delivery in the unit price for each item.

XI. RETAINAGE AND FINAL PAYMENT

- A. Prevailing Specifications: 2026, INDOT Standard Specifications Section 109
- B. Additions:
 1. Payments will be made every thirty (30) calendar days.
 2. There will be NO Retainage.
 3. Contractor shall invoice using the same nomenclature as specified in the bid proposal for all items.

XII. 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

XIV. LUMBER

- A. Prevailing specifications: None
- B. Additions:
 1. All items shall conform to attached specifications from R. Yoder.
 2. **For each item, a specification sheet shall be submitted for the proposed product.** R. Yoder will review and determine that products submitted meet the requirements of the project.
 3. Delivery cost shall be included in the unit cost for each line item.
 4. Any owner-requested modifications to the quantity or type of item shall be subject to a change order.
 5. Pricing shall apply for 12 months following award of quote.

XV. ATTACHMENTS

- A. Prevailing specifications: None
 1. Attachments to this quote are:
 - a. 061000 – Rough Carpentry
 - b. 061600 – Sheathing
 - c. 061613 – ZIP System R Sheathing
 - d. 061753 – Shop-Fabricated Wood Trusses
 - e. The Monreaux Building Structural Plans

XVI. M/WBE GOALS

A. Prevailing Specifications: City of South Bend Ordinance No. 10761-21, Minority and Women Business Enterprise Inclusion Program Plan

B. Additions:

1. The quote does not have required M/WBE goals. The use of M/WBEs is encouraged and inclusion may be noted on the attached M/WBE Utilization Plan pages.

2. *****M/WBE PAPERWORK IS OPTIONAL FOR THIS QUOTE*****

