



CITY OF SOUTH BEND

BOARD OF PUBLIC WORKS

February 24, 2026

Mr. Scott Foley
Big C Lumber
50860 Princess Way
Granger, IN 46530
christian.hurley@bigclumber.com

RE: Quotation Award – The Pointe at Riverwalk Windows – Building B – Project No. 124-069D

Dear Mr. Foley:

At its February 24, 2026 meeting, the Board of Public Works awarded the above referenced quotation to you in the amount of \$130,421.37.

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

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

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

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk

Enclosures
HH/cb

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

This Agreement is made and entered into this 24th Day of February, 2026, by and between Big C Lumber, (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>	<u>124-069D</u>
<u>DESCRIPTION:</u>	<u>THE POINTE AT RIVERWALK WINDOWS - BUILDING B</u>
<u>COMPLETION DATE:</u>	<u>SEE SPECIFICATIONS</u>
<u>AMOUNT:</u>	<u>\$130,421.37</u>
<u>FUNDING:</u>	<u>PR-00043008</u>

The unit prices for this improvement were those prices as received and accepted by the Board on the 24TH Day of February, 2026.

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



Elizabeth A. Maradik, President



Murray L. Miller, Member



Abigail E. Magas, Member



Joseph R. Molnar, Vice President



Breana N. Micou, Member



Attest: Hillary R. Horvath, Clerk

Date: February 24, 2026

BIG C LUMBER

Printed Name

Signature



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: 124-069D The Pointe at Riverwalk Windows (Building B)

DATE: February 16th, 2026

On February 10th, 2026 the Board of Public Works opened and read quotes for the above project. One quote was received from Big C Lumber for \$130,421.37. This quote was shared with the developer, Riverwalk LLC, who recommended award of the quote.

Engineering recommends award of the quote to the lowest responsive and responsible quoter, Big C Lumber, in the amount of \$130,421.37.

The Department of Community Investment has appropriated sufficient funds from the River East TIF.

Please respond with any questions (EXT 9083).

Enc. Quote

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



Project Name The Pointe at Riverwalk Building B Windows
Project No. 124-069D
For Bids Due February 10th, 2026, 9:00 a.m., Local Time

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

Date: 2/9/2026 Firm: Big C Lumber
 Address: 50860 Princess Way
 City/State/Zip: Granger, IN 46530 Telephone Number: (574) 277-4550
 Email Address: christian.hurley@bigclumber.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 City of South Bend, Indiana, in accordance with plans and specifications prepared by:

The City of South Bend, Department of Public Works

and dated 2/9/2026 for the sum of (enter the Total Quote as shown on the Proposal)
 (\$ 130,421.37)
 (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)
Scott T Foley
 Signer ID: C4KHHQDO17...
 (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


Murray L. Miller, Member


Abigail E. Magas, Member


Joseph R. Molnar, Vice President


Breana N. Micou, Member


Attest: Hillary R. Horvath, Clerk

Date: February 24, 2026



QUOTE/PROPOSAL CITY OF SOUTH BEND

Project Name The Pointe at Riverwalk Building B Windows
Project No. 124-069D
For Bids Due February 10th, 2026, 9:00 a.m., Local Time

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Unit 7 Windows	LS	1	\$34,666.74	\$34,666.74
2	Unit 8 Windows	LS	1	\$45,173.76	\$45,173.76
3	Unit 9 Windows	LS	1	\$26,095.99	\$26,095.99
4	Unit 10 Windows	LS	1	\$24,484.88	\$24,484.88

Total Quote Price: \$ 130,421.37

Firm: Big C Lumber

Address: 50860 Princess Way

City/State/Zip: Granger, IN 46530 Telephone Number: (574) 277-4550

Fax Number: ()

By 
(Signature)
Signer ID: C4KHHQDO17...
Scott T Foley
(Printed Name of Person Signing)

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 contact to which the discriminatory practice or noncompliance pertains.

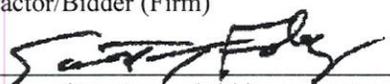
7. The undersigned Contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions.

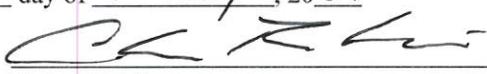
Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, gender expression, gender identity,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

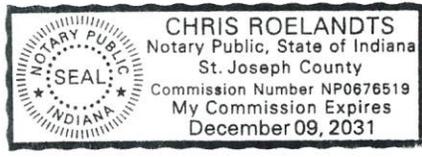
I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products 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 9th day of Feb, 2026

Big C lumber
Contractor/Bidder (Firm)

Signature of Contractor/Bidder or Its Agent
Signer ID: C4KHHQD017...
Scott Foley VP Sales
Printed Name and Title

Subscribed and sworn to before me this 9th day of February, 2026
My Commission Expires 12/9/31

Notary Public
County of Residence St. Joseph



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. 10761-21. 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 are described in the Ordinance. A list of MBEs and WBEs (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 MBEs and WBEs that will be contracted, the dollar amount of the work that will be performed by the MBEs and WBEs on the project and the percentage of the dollar amount as it relates to the total bid amount by using *Form MBE-1.0, MBE Utilization Plan*, and *Form WBE-1.0, WBE Utilization Plan*.

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

Failure to either meet the MBE and WBE goals or to provide evidence of good faith efforts for 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 *Forms MBE-2.0, Evidence of Good Faith Efforts and WBE-2.0, Evidence of Good Faith Efforts and Forms MBE-2.1, MBE Contacted and WBE-2.1, WBE Contacted*. Such documentation shall include, but is not limited to, the following items:

- a. A listing of all M/WBEs contacted including: (1) the name and address of the M/WBE; (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, quotes or other responses from M/WBEs or other documentation of efforts to encourage and secure competitive responses from M/WBE 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.
- d. From time to time, projects will undergo a scope change prior to completion. This scope change will inevitably impact the Contractor's usage of MWBE's and the originally submitted Utilization Plan. It is the request of the City that when a project scope change occurs, the applicable Contractor shall utilize its best efforts to contract with M and W Subcontractors in a proportional manner as required by the scope change.

All bidders are actively encouraged to reach out to the M/WBEs in St. Joseph County, Indiana, other 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.

If a goal exists, the winning respondent is contractually obligated to utilize the M/WBE's firms in a manner consistent with what was represented in its quote submission to the City. Deviations to the utilization plan must be requested in writing and approved by the City. The City reserves the right to initiate a change order in the amount equal to the difference in any subcontractor utilization if the utilization plan change is not approved.

CITY OF SOUTH BEND'S GUIDELINES FOR GOOD FAITH EFFORTS BY CONTRACTORS IN MEETING MWBE CONTRACT GOALS

Under the City of South Bend's Minority and Women's Business Enterprise (MWBE) Inclusion Program Plan (COSB Inclusion Plan), the City of South Bend (the City) is authorized to set "contract specific" goals to increase MWBE participation in City contracts and procurements.

MWBE participation goals are set based on availability of MWBE contractors within the City's geographic market area identified in the City's Disparity Study.

For contractors bidding on a construction, services, supplies or equipment contract where goals have been set for all or parts of the project, below is information relevant to "good faith efforts" to meet the contract goal.

When the City sets a contract goal, that means MWBE's are in fact available to perform work on the contract. **Project bidders must try diligently to meet the goal. Failure to make a good faith effort may result in rejection of your bid as non-responsive to the contract.**

Good faith efforts means actions undertaken by a contractor to achieve a contract goal which, by their scope, intensity, and appropriateness to the objective, can be reasonably expected to fulfill the Program's goals (City's Inclusion Plan, Section 4.B., No. 21).

A good faith effort is fully reviewable by the City. **Where a contract goal is not met, contractors must provide as much information as possible to help the City assess the contractor's good faith efforts to achieve the goal. Inadequate proof of good faith efforts may result in a finding that the contractor was non-responsive, causing its bid to be rejected even if it is the lowest.**

Good faith efforts require **active, aggressive efforts** by the prime contractor to obtain the contract MWBE participation goal. Mere pro forma efforts are not good faith efforts. To satisfy the good faith efforts test:

- A prime contractor may not reject a MWBE's bid solely because it is not the lowest bid received from subcontractors. If the MWBE's costs are reasonable and not excessive, the MWBE's quote or bid presumptively should be accepted on a contract requiring goals even if the MWBE's bid is not the lowest one received. However, if an MWBE's bid or quote is unreasonable or excessive, the prime contractor may reject the bid on that basis. The contractor has the burden of demonstrating the excessiveness or unreasonableness of the MWBE's bid or quote. Because the City must determine whether a MWBE quote was unreasonable or excessive, **Contractors must provide the City with copies of each MWBE and non MWBE quote submitted to the bidder when a non-MWBE was selected over an MWBE.**
- A contractor may not reject a MWBE as being unqualified without sound reasons based on a thorough investigation of the MWBE's capabilities. If a prime contractor rejects a MWBE as unqualified, the Contractor must provide the City with good reasons for this. The MWBE's industry standing or membership in a specific group, organization, political or social affiliation (example: union v. non-union) is not a basis to reject the MWBE for lack of qualification.

- The ability or desire of a prime contractor to perform the work of the contract with its own organization team does not relieve the prime contractor of the need to make good faith efforts to use MWBE sub contractors to meet the contract goal.

EXAMPLE: Total Project Estimate is \$500,000. An MWBE goal of 10% is set for a specific part of the project, i.e., \$50,000. Only one MWBE submits a quote to the prime contractor, and it is \$50,000. A non MWBE submits a quote of \$45,000. Rejecting the MWBE bid may not meet the requirement of making a good faith effort to meet the contract goal because: 1) the MWBE quote is within the goal percentage and dollar amount set for MWBE participation on the project; 2) selection of the MWBE quote guarantees that the contractor meets the set goal and that its bid will be deemed responsive; and 3) the difference between the MWBE and non MWBE quotes is not significant in terms of the overall contract amount (i.e., 1% of total contract).

If the MWBE's quote is \$53,000 and the non-MWBE bid is \$50,000, it may yet not be demonstrative of a good faith effort to reject the MWBE solely because the MWBE's quote is not the lowest. The excess is not greatly significant to the total contract cost, and it could reasonably be expected to be made up elsewhere in the contract while guaranteeing full goal compliance.

The above examples are illustrative only. The City will make a fair and reasonable judgment as to good faith efforts based on all information and documentation provided by bidders and taking into account the Quality, Quantity, and Intensity of the efforts made by a contractor to meet the contract goal.

GOOD FAITH EFFORTS MATERIALS TO BE INCLUDED WITH BID

If a contractor's bid does not meet the goal set for the contract, **the contractor must submit evidence of good faith efforts with its bid** so the City can determine whether the contractor is a responsive bidder. If the contractor's bid meets the MWBE goal, evidence of good faith effort is not required, but it would be prudent to include some evidence in case an error was made.

The information required of a contractor who has not achieved the contract goal to show good faith efforts can be found in the South Bend Inclusion Program Plan at Section 8.B.3.d. as follows:

(b) Where the bidder cannot achieve the contract goal, the bidder must provide proof of having made good faith efforts to meet the goal. In making this determination of whether to issue a goal waiver, the City will consider, at a minimum, the bidder's efforts to:

(1) Solicit through all reasonable and available means (*e.g.*, attendance at pre-bid meetings, advertising and written notices) the interest of all MWBEs in the scopes of work of the contract. The contractor shall provide interested MWBEs with timely, adequate information about the plans, specifications, and requirements of the contract to allow such firms to respond to the solicitation. The bidder must follow up initial solicitations with interested MWBEs.

(2) Select portions of the work to be performed by MWBEs in order to increase the likelihood that the contract goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate participation, even when the bidder would otherwise prefer to perform these work items with its own forces. It is the bidder's responsibility to make a portion of the work available to MWBEs and to select those portions of the work or material needs consistent with the availability of such firms to facilitate their participation.

(3) Negotiate in good faith with interested MWBEs. Evidence of such negotiation includes the names, addresses, and telephone numbers of firms that were contacted; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and why agreements could not be reached. The bidder may not reject MWBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. That there may be some additional costs involved in finding and using MWBEs is not in itself sufficient reason for a bidder's failure to meet the contract goal, as long as such costs are reasonable. The ability or desire of a bidder to perform the work of a Contract with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work within which subcontracting opportunities are available.

(4) Make efforts to assist interested MWBEs in obtaining bonding, lines of credit, or insurance as required by the City or the bidder, where appropriate.

(5) Make efforts to assist interested MWBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, where appropriate.

Materials that should be submitted to support a contractor's good faith efforts include:

- Copies of advertisements, notices, or solicitations from contractor to MWBE's-- to include date and time of issuance;
- A list of all locations where advertisements or notices to MWBE's were placed or solicitations sent;
- Copies of communication between contractor and MWBE's in response to contractor's advertisements, notices, or solicitations;
- Proof of contractor's break-out of contract items into units feasible for performance by WMBE's;
- Proof of communications between the contractor and MWBE regarding negotiations for agreements, and why agreement could not be reached, as stated more specifically in above Subsection (b) (3);
- Proof of bids or quotes from MWBE's and those from non MWBE's when non MWBE's bid or quote is used;
- Proof of efforts made by contractor to assist MWBE to participate in contract, where appropriate; and

- Any other information tending to show that Contractor made active, aggressive efforts to meet the MWBE participation goal but despite good faith efforts was unable to do so.

Date: 2/16/2026
 Name: Gemma Stanton Department of Public Works – Engineering Division
 BPW Date: 2/24/2026 Phone Extension: 9083

Required Prior to Submittal to Board

BPW Attorney Attorney Name _____
 Dept. Attorney Attorney Name _____
 Purchasing _____

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 type="checkbox"/> Quote Opening	<input checked="" 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 Big C Lumber
 New Vendor Yes If Yes, Approved by Purchasing
 No
 MBE/WBE Contractor MBE Completed E-Verify Form Attached Yes
 WBE No
 Project Name The Pointe at Riverwalk TIF Purchase Agreement
 Project Number 124-069D
 Funding Source River East TIF
 Account No. PR-00043008
 Amount \$130,421.37
 Terms of Contract Unit price
 Special Contract Provisions N/A
 Purpose/Description Request to award quote for the Pointe at Riverwalk Windows for Building B

For Change Orders Only

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