

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

Project Name 2024 Lead Service Line Replacements – Northwest Zone Rebid

Project No. 123-069CR

For Bids Due May 12, 2026 to BPWBids@southbendin.gov

PART I

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

Date: 05/11/2026 **Bidder (Firm):** KLS Underground Inc.

Address: 67297 131 Business

City/State/Zip: Constantine, MI 49042 **Telephone Number:** (269) 621-5725

Email Address: robfisher@klsunderground.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:

2024 Lead Service Line Replacements Northwest Zone Rebid

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

and dated 05/11/2026 for the sum of (enter the Total Bid as shown on the Proposal)

Two million eight hundred seventy one thousand fifty-four dollars and seventy cents

(\$ 2,871,054.70)

(Enter sum of Total Base Bid plus Alternates shown on Proposal)

(Numerical)

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids 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 bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

By _____

Robert Fisher

(Signature)

(Printed Name of Person Signing)

ACCEPTANCE

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

Subject to the following conditions: _____

BOARD OF PUBLIC WORKS

President

Members



**BID/PROPOSAL
CITY OF SOUTH BEND**

Project Name: 2024 Lead Service Line Replacements – Northwest Zone Rebid
Project Number: 123-069CR
For Bids Due: May 12, 2026 to BPWBids@southbendin.gov
Contractor Name: KLS Underground Inc.

Base Bid

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Mobilization/Demobilization	1	LS	\$50,000.00	\$50,000.00
2	Maintenance of Traffic	1	LS	\$10,000.00	\$10,000.00
3	Removals and Clearing	1	LS	\$10,000.00	\$10,000.00
4	Concrete Curb, Remove	2,880	LFT	\$2.00	\$5,760.00
5	Concrete Sidewalk, Remove	1,333	SYD	\$2.00	\$2,666.00
6	Concrete Approaches, Remove	50	SYD	\$25.00	\$1,250.00
7	Existing Water Service, Potholing	240	EA	\$1,000.00	\$240,000.00
8	Temporary Erosion and Sediment Control	1	LS	\$1,500.00	\$1,500.00
9	Compacted Aggregate, No. 53, 6"	3,991	SYD	\$10.00	\$39,910.00
10	HMA for Patching, 8"	3,941	SYD	\$12.00	\$47,292.00
11	PCCP for Approaches, 6"	50	SYD	\$25.00	\$1,250.00
12	Standard Curb	2,880	LFT	\$10.00	\$28,800.00
13	Concrete Sidewalk, 4"	1,333	SYD	\$10.00	\$13,330.00
14	Water Service, 1", Long Side	121	EA	\$6,500.00	\$786,500.00
15	Water Service, 1", Short Side	117	EA	\$6,000.00	\$702,000.00
16	Mulched Seeding, Type U	2,133	SYD	\$2.85	\$6,079.05

BASE BID TOTAL \$1,946,337.05



**BID/PROPOSAL
CITY OF SOUTH BEND**

Project Name: 2024 Lead Service Line Replacements – Northwest Zone Rebid
Project Number: 123-069CR
For Bids Due: May 12, 2026 to BPWBids@southbendin.gov
Contractor Name: KLS Underground Inc.

Add Alternate A – Kaley from Humbolt to Elwood

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Removals and Clearing	1	LS	\$10,000.00	\$10,000.00
2	Concrete Curb, Remove	408	LFT	\$2.00	\$816.00
3	Concrete Sidewalk, Remove	189	SYD	\$2.00	\$378.00
4	Concrete Approaches, Remove	17	SYD	\$25.00	\$425.00
5	Existing Water Service, Potholing	34	EA	\$1,000.00	\$34,000.00
6	Temporary Erosion and Sediment Control	1	LS	\$1,500.00	\$1,500.00
7	Compacted Aggregate, No. 53, 6"	561	SYD	\$10.00	\$5,610.00
8	HMA for Patching, 8"	544	SYD	\$12.00	\$6,528.00
9	PCCP for Approaches, 6"	17	SYD	\$25.00	\$425.00
10	Standard Curb	408	LFT	\$10.00	\$4,080.00
11	Concrete Sidewalk, 4"	189	SYD	\$10.00	\$1,890.00
12	Water Service, 1", Long Side	17	EA	\$6,500.00	\$110,500.00
13	Water Service, 1", Short Side	17	EA	\$6,000.00	\$102,000.00
14	Mulched Seeding, Type U	756	SYD	\$2.85	\$2,154.60

ADD ALTERNATE A TOTAL \$280,306.60



**BID/PROPOSAL
CITY OF SOUTH BEND**

Project Name: 2024 Lead Service Line Replacements – Northwest Zone Rebid

Project Number: 123-069CR

For Bids Due: May 12, 2026 to BPWBids@southbendin.gov

Contractor Name: KLS Underground Inc.

Add Alternate B – Huey from Humbolt to Elwood

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Removals and Clearing	1	LS	\$10,000.00	\$10,000.00
2	Concrete Curb, Remove	492	LFT	\$2.00	\$984.00
3	Concrete Sidewalk, Remove	228	SYD	\$2.00	\$456.00
4	Concrete Approaches, Remove	17	SYD	\$25.00	\$425.00
5	Existing Water Service, Potholing	41	EA	\$1,000.00	\$41,000.00
6	Temporary Erosion and Sediment Control	1	LS	\$1,500.00	\$1,500.00
7	Compacted Aggregate, No. 53, 6"	673	SYD	\$10.00	\$6,730.00
8	HMA for Patching, 8"	656	SYD	\$12.00	\$7,872.00
9	PCCP for Approaches, 6"	17	SYD	\$25.00	\$425.00
10	Standard Curb	492	LFT	\$10.00	\$4,920.00
11	Concrete Sidewalk, 4"	228	SYD	\$10.00	\$2,280.00
12	Water Service, 1", Long Side	22	EA	\$6,500.00	\$143,000.00
13	Water Service, 1", Short Side	19	EA	\$6,000.00	\$114,000.00
14	Mulched Seeding, Type U	911	SYD	\$2.85	\$2,596.35

ADD ALTERNATE B TOTAL \$326,188.35



**BID/PROPOSAL
CITY OF SOUTH BEND**

Project Name: 2024 Lead Service Line Replacements – Northwest Zone Rebid
Project Number: 123-069CR
For Bids Due: May 12, 2026 to BPWBids@southbendin.gov
Contractor Name: KLS Underground Inc.

Add Alternate C – O'Brien from Elwood to Bulla

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Removals and Clearing	1	LS	\$10,000.00	\$10,000.00
2	Concrete Curb, Remove	204	LFT	\$2.00	\$408.00
3	Concrete Sidewalk, Remove	94	SYD	\$2.00	\$188.00
4	Concrete Approaches, Remove	17	SYD	\$25.00	\$425.00
5	Existing Water Service, Potholing	17	EA	\$800.00	\$13,600.00
6	Temporary Erosion and Sediment Control	1	LS	\$1,500.00	\$1,500.00
7	Compacted Aggregate, No. 53, 6"	289	SYD	\$10.00	\$2,890.00
8	HMA for Patching, 8"	272	SYD	\$12.00	\$3,264.00
9	PCCP for Approaches, 6"	17	SYD	\$25.00	\$425.00
10	Standard Curb	204	LFT	\$10.00	\$2,040.00
11	Concrete Sidewalk, 4"	94	SYD	\$10.00	\$940.00
12	Water Service, 1", Long Side	7	EA	\$6,500.00	\$45,500.00
13	Water Service, 1", Short Side	10	EA	\$6,000.00	\$60,000.00
14	Mulched Seeding, Type U	378	SYD	\$2.85	\$1,077.30

ADD ALTERNATE C TOTAL \$142,257.30



**BID/PROPOSAL
CITY OF SOUTH BEND**

Project Name: 2024 Lead Service Line Replacements – Northwest Zone Rebid
Project Number: 123-069CR
For Bids Due: May 12, 2026 to BPWBids@southbendin.gov
Contractor Name: KLS Underground Inc.

Add Alternate D – O'Brien from Bulla to Keller

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Removals and Clearing	1	LS	\$10,000.00	\$10,000.00
2	Concrete Curb, Remove	240	LFT	\$2.00	\$408.00
3	Concrete Sidewalk, Remove	111	SYD	\$2.00	\$222.00
4	Concrete Approaches, Remove	17	SYD	\$25.00	\$425.00
5	Existing Water Service, Potholing	20	EA	\$800.00	\$16,000.00
6	Temporary Erosion and Sediment Control	1	LS	\$1,500.00	\$1,500.00
7	Compacted Aggregate, No. 53, 6"	337	SYD	\$10.00	\$3,370.00
8	HMA for Patching, 8"	320	SYD	\$12.00	\$3,840.00
9	PCCP for Approaches, 6"	17	SYD	\$25.00	\$425.00
10	Standard Curb	240	LFT	\$10.00	\$2,400.00
11	Concrete Sidewalk, 4"	111	SYD	\$10.00	\$1,110.00
12	Water Service, 1", Long Side	10	EA	\$6,500.00	\$65,000.00
13	Water Service, 1", Short Side	10	EA	\$6,000.00	\$60,000.00
14	Mulched Seeding, Type U	444	SYD	\$2.85	\$1,265.40

ADD ALTERNATE D TOTAL \$165,965.40




**BID/PROPOSAL
CITY OF SOUTH BEND**

Project Name: 2024 Lead Service Line Replacements – Northwest Zone Rebid
Project Number: 123-069CR
For Bids Due: May 12, 2026 to BPWBids@southbendin.gov
Contractor Name: KLS Underground Inc.

Base Bid	\$1,946,337.05
Add Alternate A – Kaley Street	\$280,306.60
Add Alternate B – Huey Street	\$336,188.35
Add Alternate C – O'Brien Street	\$142,257.30
Add Alternate D – O'Brien Street	\$165,965.40
Total	\$2,871,054.70

Bidder (Firm): KLS Underground Inc.
Address: 67297 131 Business
City/State/Zip: Constantine, MI 49042 **Telephone Number:** (269) 621-5725

By 
(Signature)
Robert Fisher
(Printed Name of Person Signing)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

KLS Underground, Inc.
67297 US 131
Constantine, MI 49042

SURETY:

(Name, legal status and principal place of business)

United Fire & Casualty Company
P. O. Box 73909
Cedar Rapids, IA 52407-3909

OWNER:

(Name, legal status and address)

City of South Bend Indiana Board of Public Works
215 S. Dr. Martin Luther King, Jr. Blvd., Suite 400
South Bend, IN 46601

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5% of Bid)

PROJECT:

(Name, location or address, and Project number, if any)

2024 Lead Service Line Replacements Northwest Zone Rebid, Project No. 123-069CR, South Bend, IN

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

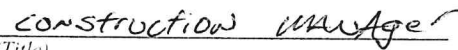
Signed and sealed this 12th day of May, 2026.




(Witness)

KLS Underground, Inc.

(Principal) (Seal)




(Title)



(Witness) Kelly Engebretson

United Fire & Casualty Company

(Surety)



(Title) Tyler Turnbull, Attorney-in-Fact



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

TYLER TURNBULL, BEVERLY B. IVEY, DELLA B. CASE, MATTHEW ROSE, SCOTT PELIN, BRETT BRANTON, MICHELE MILLER, JIMMY SOUSA, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 21st day of March, 2027 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 21st day of March, 2025

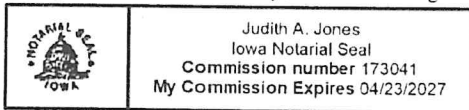


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*
 Vice President

State of Iowa, County of Linn, ss:

On 21st day of March, 2025, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 12th day of May, 2026



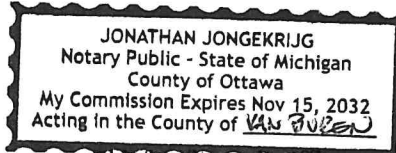
By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

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 Michigan)
Acting in the County) SS:
of Van Buren COUNTY)



The undersigned Contractor, being duly sworn upon his/her/its oath, attests 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 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.

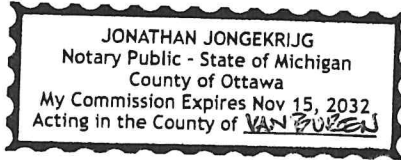
Dated this 12th day of May, 2026

KLS Underground Inc.
Contractor/Bidder (Firm)



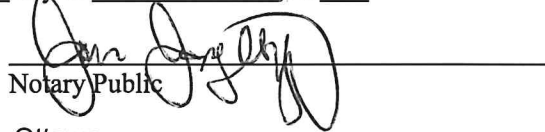
Signature of Contractor/Bidder or Its Agent

Robert Fisher
Printed Name and Title



Subscribed and sworn to before me this 11th day of May, 2026

My Commission Expires 15-Nov-2032


Notary Public

County of Residence Ottawa

PART II

(For projects of \$100,000 or more – IC 36-1-12-4)

These statements to be submitted under oath by each bidder with and as part of his/her/its bid.

Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. Attach information regarding projects your organization has completed for the period of one (1) year prior to the date of the current bid.
2. Attach a listing of public works projects currently in process of construction by your organization.
3. Attach information regarding any failure to complete any work awarded to you and the location thereof.
4. Attach references from private firms for which you have performed work.

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Attach an explanation of your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the City of South Bend to consider your bid.)
2. Attach a listing of the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.
3. If you intend to sublet any portion of the work, attach the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the City of South Bend in the event that you subsequently determine that you will use a subcontractor on the proposed project.
4. Attach a listing of equipment you have available to use for the proposed project.
5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, attach an explanation for the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the City of South Bend awarding the contract must be specific enough in detail so that said City of South Bend can make a proper determination of the bidder's capability for completing the project if awarded.

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**2024 LEAD SERVICE LINE REPLACEMENTS
NORTHWEST ZONE REBID**

Project No. 123-069CR

Prepared for

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

By

**Abonmarche Consultants, Inc.
315 West Jefferson Boulevard
South Bend, IN**



Chad A. Knip

Chad A. Knip
Registered Professional Engineer
State of Indiana No. **10300102**

FOR BIDS DUE: Tuesday, May 12, 2026

**City of South Bend, Indiana
Department of Public Works**

**2024 LEAD SERVICE LINE REPLACEMENTS
NORTHWEST ZONE REBID**

Project No. 123-069CR

Notice to Bidders	1 Page
General Conditions	6 Pages
Special Provisions	19 Pages
Appendix A: IFA Attachments	20 Pages
Appendix B: Davis-Bacon Wage Rates	24 Pages
City of South Bend Contractor's Bid for Public Work Form	12 Pages

NOTICE TO BIDDERS

Notice is hereby given that the City of South Bend, Indiana, Board of Public Works will receive sealed electronic bids at bpwbids@southbendin.gov until 9:00 a.m., Local Time, on May 12, 2026, for the following:

2024 LEAD SERVICE LINE REPLACEMENTS NORTHWEST ZONE REBID Project No. 123-069CR

The Title of the Bid and Project Number (where applicable) as described above must be included in the subject line of the email to which you have attached your bid. The name of the company/vendor, address, contact email address and phone number must be included in the body of the email. Detailed instructions and information, *including the link to the Reserved Mailbox* for electronic bid submittals, is available at southbendin.gov/bids.

Work includes replacement of existing lead services from the water main to the water meter of each house, all more particularly described in plans and specifications prepared by Abonmarche Consultants, Inc., phone 574-232-8700.

The Contract Documents are on file and available for public inspection or purchase commencing on the first advertise date during regular working hours at American Reprographics Company ("ARC", located at 1303 Northside Blvd., South Bend, Indiana, 46615), www.e-arc.com/location/south.bend/ (574) 287-2944, toll free at (800) 783-7231. There will be a non-refundable charge for reproduction as set by ARC for every set of documents for all bidders. Additionally, the Contract Documents will be available that same day for inspection at MACIAF, 212 W. Colfax Ave. South Bend, IN 46601.

Electronic bids must be on the City of South Bend Contractor's Bid for Public Work Form, accompanied by an electronic copy of a Bid Bond or Certified Check in the amount of not less than five percent (5%) of the base bid plus any alternates. The awarded bidder will be required to send the original check or bid bond via USPS.

Each bidder or contractor (hereinafter the contractor) must comply with "City of South Bend EEO Contracting Provision Diversity Utilization" included in the specifications as to each construction trade it intends to use on this construction contract and all other construction work (both federal and non-federal) in the St. Joseph County area during the performance of this contract or subcontract. The contractor commits itself to the goals for minority manpower and all other requirements, terms and conditions of these bid conditions by submitting a properly sealed bid. Woman and Minority-Owned Business Enterprises (W/MBE) are encouraged to respond to this notification. It is the sole responsibility of the potential bidder to comply with all submission requirements applicable to the bidder in Section 6-63 of the Responsible Bidder Ordinance no later than the date of the public bid opening. **Please note: The City reserves the right to request supplemental information provided by the bidder, and may also conduct random inquiries of the bidder's current and previous customers regardless of pre-qualified status.**

A Pre-Bid Conference will be held on Wednesday, April 29 at 1:00 pm Local at South Bend City Hall, 4th Floor Training Room. Any questions about bidding conditions must be addressed to the Owner in writing no later than 5:00 P.M., May 7, 2026.

The Board reserves the right to reject any or all bids or to accept a full or partial award of the bid or bids which, in its judgment, will be to the best interests of the City of South Bend. If the Board elects to award the base bid plus any alternate(s), the Board will look at the totality of the cost when determining the lowest, responsive and responsible bid.

BOARD OF PUBLIC WORKS
Hillary Horvath, Clerk

Publish two (2) times: April 24, 2026
May 1, 2026

CITY OF SOUTH BEND

STATEMENT OF POLICY

The Board of Public Works of the City of South Bend has adopted the following policy regarding the receipt of sealed bids:

All sealed bids submitted to the Board of Public Works must be received in the Board of Public Works Office, 215 S. Dr. Martin Luther King, Jr. Blvd., Suite 400, South Bend, Indiana, no later than the advertised time on the advertised date of the bid opening.

It shall be the responsibility of the bidder to see that his/her bid is received prior to the deadline stipulated in the bid advertisement.

Bids submitted by mail and received after the advertised time deadline will not be considered by the Board.

CITY OF SOUTH BEND
BOARD OF PUBLIC WORKS

Hillary Horvath, Clerk

NOTE: Incoming mail does not reach the Board of Public Works until after 9:00 a.m. Local Time. If you are sending your bid via Federal Express or another overnight source, please confirm that your package will arrive before the bid opening date and time.

CITY OF SOUTH BEND, INDIANA
CONTRACTOR'S BID FOR PUBLIC WORK
RESPONSIBLE BIDDER CHECKLIST

Project Name Lead Service Line Replacements, Northwest Zone Rebid
Project No. 123-069CR
For Bids Due May 12, 2026 to BPWBids@southbendin.gov
Contractor Name: KLS Underground Inc.

The City seeks to enhance its ability to identify responsive and responsible bidders on all City public works projects by institution of comprehensive submission requirements in compliance with State law. Quality workmanship, efficient operation, safety, and timely completion of projects requires that all bidders meet certain minimum requirements to be responsive and responsible bidders.
THIS FORM MUST BE SUBMITTED WITH YOUR BID.

****THIS FORM ONLY APPLIES TO BIDS GREATER THAN \$250,000. ****

INSTRUCTIONS:

If you are a pre-qualified bidder, complete Section I only.

If you are not a pre-qualified bidder, complete Section II only.

Section II acts as an application for pre-qualification. Submission of Section II will allow the bidder to be considered for pre-qualification for bids with the City of South Bend Department of Public Works. Pre-qualified bidders will then be exempt from a portion of the submission requirements outlined in Section 6-71 of The Responsible Bidding Ordinance No. 10975-23 (hereinafter, "Responsible Bidding Ordinance") for a period of twelve (12) months.

Thereafter, contractors who are pre-qualified must submit a complete application for continuation of "pre-qualified" standing, on a form provided by the City ("Responsible Bidder Checklist (1) Pre-Qualified Bidders") within twelve (12) months of obtaining pre-qualified standing. If the status of any item changes within the twelve (12) months, it is the responsibility of the contractor to notify the City. Failure by any pre-qualified contractor to submit its complete application for continuation of "pre-qualified" standing within the time prescribed above shall result in automatic removal of the designation, effective immediately following the twelve (12) months of pre-qualified standing.

However, the "removed" contractor or subcontractor shall still be permitted to bid on City public works projects, though the contractor must submit all required documents under 6-71 until "pre-qualified" status is re-established.

Please Note: The City reserves the right to request supplemental information from the bidder, additional verification of any information provided by the bidder, and may also conduct random inquiries of the bidder's current and previous customers regardless of pre-qualified standing.

It is the sole responsibility of the potential bidder to comply with all submission requirements applicable to the bidder in Section 6-71 of the Responsible Bidding Ordinance no later than the date of the public bid opening.

POST BID SUBMISSIONS:

Post-bid submissions must be submitted in accordance with Section 6-72 of the Responsible Bidding Ordinance. The post-bid submission requirements are as follows:

1. All bidders shall collect, maintain, and provide upon request, a current written list that discloses the name, address, licensing status, and type of work for any subcontractor from whom the bidder has accepted a bid and/or intends to hire on any part of the public work project, including individuals performing work as independent contractors.
2. Each subcontractor, whose portion of the project is estimated to be at least two-hundred fifty thousand dollars (\$250,000.00), shall be required to adhere to the requirements of Section I of the Responsible Bidder Ordinance as though it were bidding directly to the City, except that the subcontractor shall submit the required information (including the name, address, and type of work) to the successful bidder prior to the commencement of work.
3. Failure of a subcontractor to submit the required information shall not disqualify the successful bidder from performing work on the project and shall not constitute a contractual default and/or breach by the successful bidder. However, the City may withhold all payment otherwise due for work performed by a subcontractor, until the subcontractor submits the required information and the City approves such information.
4. The disclosure of a subcontractor list ("Disclosed Subcontractor(s)") to the City by a bidder shall not create any rights in the Disclosed Subcontractor(s). Thus, a bidder may substitute another subcontractor for a Disclosed Subcontractor by giving the City, upon request, written notice of the name, address, licensing status, and type of work of the substitute subcontractor.
5. The successful bidder for projects greater than \$250,000 and all subcontractors performing work greater than \$250,000 on a public works project are required to submit certified payroll utilizing the federal form known as WH-347 or a similar form on a bi-weekly basis, submitted within 10 days after the end of each bi-weekly payroll period. Certified payrolls shall identify the job title and craft for each employee. **Certified payrolls shall be submitted electronically.**

Please Note: Submissions deemed inadequate, incomplete, or untimely by the City may result in the automatic disqualification of the bid.

The City, after review of complete and timely submissions, shall, in its sole discretion, after taking into account all information in the submission requirements, determine whether a bidder is responsive and responsible, and provide a Pre-Qualification Verification Letter. The City specifically reserves the right to utilize all information provided in the contractor's submission and any information obtained by the City through its own independent verification of the information provided by the contractor.

I. PRE-QUALIFIED BIDDER CHECKLIST

(a) Acknowledgements:

- (i) By checking this box, I hereby acknowledge that I am a pre-qualified bidder with the City of South Bend and that I have met the pre-qualification requirements within the last twelve (12) months. **A copy of my Pre-Qualification verification letter is attached.**
- (ii) By checking this box, I hereby acknowledge that the City reserves the right to request supplemental information, additional verification of any information provided by me, and may also conduct random inquiries of my current and prior customers.
- (iii) By checking this box, I hereby acknowledge that apprenticeship and training programs that I participate in have graduated at least five (5) apprentices in each of the past five (5) years.
- (iv) By checking this box, I hereby acknowledge that all subcontractors performing work greater than \$250,000 also meet the qualifications of the Responsible Bidder Ordinance.

(b) Attachments:

- (i) Indiana Secretary of State's on-line records (ie. Business verification) dated within sixty (60) days of the submission of said document showing that business is in existence, current with the Indiana Secretary of State's Business Entity Report, and eligible for a certificate of good standing. (Not applicable to individuals, sole proprietors or partnerships).
- (ii) Statement on staffing capabilities, including labor sources. This statement indicates and ensures I have sufficient employees on staff to complete the work. It outlines how I intend to meet the staffing needs of the work.
- (iii) List of projects of similar size and scope of work performed in all areas, including the State of Indiana, within the last three (3) years.
- (iv) For every project, submit evidence of participation in apprenticeship and training programs, applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. This includes, but may not be limited to, letters from apprenticeship coordinators detailing the bidder's association with the program, and the United States Department of Labor Office of Apprenticeship Certificates of Registration of Apprenticeship Programs for each type of work to be performed on the project.

II. PRE-QUALIFICATION CHECKLIST (FOR BIDDERS THAT ARE NOT PRE-QUALIFIED)

(a) Acknowledgements:

- (i) X By checking this box, I hereby acknowledge that I am not a pre-qualified bidder with the City of South Bend.
- (ii) X By checking this box, I hereby acknowledge that the City reserves the right to request supplemental information, additional verification of any information provided, and may also conduct random inquiries of my current and prior customers. The City reserved the right to utilize all information provided in this submission and all information obtained in inquiries or requests to determine if a bidder is responsive and responsible. Additionally, I acknowledge that all information provided to the City shall be regarded as public records.
- (iii) X By checking this box, I hereby acknowledge that copies of all Applicable apprenticeship certificates or standards for training programs applicable to the work performed on the project may be requested at any time and shall be furnished upon request.
- (iv) X By checking this box, I hereby acknowledge and ensure that I and all sub-contractors, from whom I have accepted a bid and/or intend to hire to perform work on the public work project, are properly licensed. Furthermore, I acknowledge my understanding that it is my responsibility to ensure that all sub-contractors have the necessary licenses to undertake the work called for in this bid. If a sub-contractor loses their license at any point, it is the responsibility of that sub-contractor to notify the City.
- (v) X By checking this box, I hereby acknowledge that apprenticeship and training programs that I participate in have graduated at least five (5) apprentices in each of the past five (5) years.
- (vi) X By checking this box, I hereby acknowledge that all subcontractors performing work greater than \$250,000 also meet the qualifications of the Responsible Bidder Ordinance.

(b) Attachments:

- (i) X Indiana Secretary of State's on-line records (ie. Business verification) dated within sixty (60) days of the submission of said document showing that business is in existence, current with the Indiana Secretary of State's Business Entity Report, and eligible for a certificate of good standing. (Not applicable to individuals, sole proprietors or partnerships).
- (ii) X List identifying all former business names.
- (iii) N/A Any determinations by a court or governmental agency any violations of federal state, or local laws including, but not limited to, violations of contracting or antitrust laws, tax or licensing laws, environmental laws, Occupational Safety and Health Act (OSHA), or federal Davis-Bacon and related Acts, within the preceding five (5) years.
- (iv) X Statement about staffing capabilities, including labor sources. This statement indicates and ensures I have sufficient employees on staff to complete the work I am bidding on OR outlines how I intend to meet the staffing needs of the work.
- (v) X Statement that individuals who will perform work on the public work project on my behalf will be properly classified as an employee or as an independent contractor under all applicable state and federal laws and local ordinances.
- (v) X For every project, submit evidence of participation in apprenticeship and training programs, applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. This includes, but may not be limited to, letters from apprenticeship coordinators detailing the bidder's association with

the program, and the United States Department of Labor Office of Apprenticeship Certificates of Registration of Apprenticeship Programs for each type of work to be performed on the project.

- (vi) X Copy of a written plan for employee drug testing that covers all of my employees who will perform work on the public work project and meets or exceeds the requirements set forth in IC 4-13-18-5 or IC 4-13-18-6.
- (vii) X Evidence that I am utilizing a surety company which is on the Bureau of Fiscal Service "Department of Treasury's Listing of Approved Sureties" as required in the bid specifications or contract.
- (viii) N/A Written statement of any federal, state or local tax liens or tax delinquencies owed to any federal, state or local taxing body in the preceding three years.
- (ix) X List of projects of similar size and scope of work performed in all areas, including the State of Indiana, within three (3) years prior to the date on which the bid is due.

Date: 05/11/2026



(Sign Here)

Robert Fisher

(Print Name Here)

KLS Underground Inc.

(Name of Company)

67297 131 Business

(Address of Company)

Constantine

(City)

Michigan

(State)

269-621-5725

(Telephone Number)

DEPARTMENT OF PUBLIC WORKS
CITY OF SOUTH BEND, INDIANA

SPECIAL PROVISIONS

**2024 Lead Service Line Replacements
Northwest Zone Rebid
Project No. 123-069CR**

I. PROJECT DESCRIPTION

Work to be performed shall include furnishing all labor, services, materials, insurance and equipment to replace existing water main and lead water services from the water main to the water meter of each house, and add alternates to the base bid including water main and water service replacement along Kaley Street, Huey Street, and Obrien Street more particularly described in the plans and specifications.

II. PREVAILING SPECIFICATIONS AND DESIGN & CONSTRUCTION STANDARDS

The City of South Bend's **PREVAILING SPECIFICATIONS**, most recent version, and **DESIGN & CONSTRUCTION STANDARDS**, most recent version, are to be used on this project.

Each Bid provider is specifically instructed to become completely familiar with the most recent version of the **PREVAILING SPECIFICATIONS** and the **DESIGN & CONSTRUCTION STANDARDS** prior to submitting a Bid.

Wherever the **PREVAILING SPECIFICATIONS** refer to "State Specifications," it shall mean the 2026 INDOT Standard Specifications for the letting effective after September 1, 2025.

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**.

In the event of conflict between the **SPECIAL PROVISIONS** and the **PREVAILING SPECIFICATIONS**, the **SPECIAL PROVISIONS** will govern.

III. BIDDING REQUIREMENTS

A. Prevailing Specifications: 2026, INDOT Standard Specifications Section 102

B. Additions:

1. Each Bid provider shall completely execute and submit the following documents with the Bid:
 - a. City of South Bend Contractor's Bid for Public Work Form
 - b. Bid Bond stating 5% of the total Bid or Certified Check of 5% of the bid.
 - c. 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.

d. Responsible Bidder Checklist

IV. TERM "OR EQUAL"

A. Prevailing Specifications: None

B. Additions:

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

V. 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.

VI. 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 Bid provider.

VII. INSURANCE

A. Prevailing Specifications: 2026, 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. City of South Bend shall be named as additional insured on the Certificate of Insurance.
- f. Contractor and subcontractors shall provide any and all insurance policies, documents, endorsements, or certificates related to this Contract immediately upon the request of the City of South Bend.

VIII. AWARD OF CONTRACT

- A. Prevailing Specifications: 2026, INDOT Standard Specifications Section 103
- B. Additions:
 - 1. All Bids will remain subject to acceptance for sixty (60) calendar days after the day of the Bid opening, but the City of South Bend may, in its sole discretion, release any Bid and return the Bid security prior to that date.
 - 2. Successful bidder from award notice will have fourteen (14) calendar days to submit a fully executed contract, Certificated of Insurance, and other require documents from either the awarded contractor and/or the subcontractors. Failure to comply within the award period may be cause for the Board of Public Works to rescind the award.

IX. BONDING REQUIREMENTS

- A. Prevailing Specifications: 2026, INDOT Standard Specifications Section 103
- B. Additions:
 - 1. The successful Bid provider shall supply the following bonds:
 - a. Payment Bond within seven (7) days of Notification of Award for an amount equal to one hundred percent (100%) of the contract amount.
 - b. Performance Bond within seven (7) days of Notification of Award for an amount equal to one hundred twenty-five percent (125%) of the contract amount.
 - c. Maintenance bond within ten (10) days of acceptance of the project by the City of South Bend, for an amount equal to ten percent (10%) of the final contract price, guaranteeing for a period of three (3) years after the date of acceptance of the project by the City of South Bend.

X. 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 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 through the Building Commissioner.

XI. 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 Abonmarche Consultants, Inc..
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.

XII. SUBMITTALS

A. Prevailing Specifications: 2026, INDOT Standard Specifications Section 106

B. Additions:

1. Submit four (4) copies or an electronic version of the submittals for all equipment or materials used in this project to the South Bend Department of Public Works for approval. All submittals must be delivered within 7 calendar days from the notice to proceed.
2. The Department of Public Works will review and return two (2) copies or an electronic version of the submittals within five (5) working days.
3. The review of the submittal information by the Department of Public Works is to facilitate the satisfactory acceptance of the equipment. This review shall neither relieve the contractor from the responsibility for deviations from the Specifications, nor from errors and omissions in the shop drawings or literature. Parts found not meeting the requirements of these Specifications shall be removed, repaired or replaced at no cost to the OWNER.
4. Submittals shall include complete manufacturer's descriptive information and shop drawings for all the parts furnished under this contract.
5. Upon completion of project, the Contractor will supply one (1) conformed set of all submittals to the City of South Bend.

XIII. PROSECUTION AND PROGRESS

A. Prevailing Specifications: 2026, INDOT Standard Specifications Sec. 108

B. Additions:

1. The project will have a completion date of December 4, 2026 for the Base Bid. The Base Bid includes 240 water service replacements. If an Alternate is awarded and the number of service replacements exceeds 240 replacements, an additional 30 calendar days will be added to the Completion Date.
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.
4. The Contractor shall utilize the City of South Bend selected project management software for reporting of all activities related to the contracted work.

XIV. CHANGE OF CONTRACT TIME

A. Prevailing Specifications: 2026, 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.

XV. 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.

XVI. LIQUIDATED DAMAGES

A. Prevailing Specifications: 2026, 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 one thousand-five hundred dollars (\$1,500.00) 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.

XVII. 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. Contractor is required to submit the completed "AIA Document G702™ - 1992" form to the City of South Bend Board of Public Works along with electronic certified payrolls for the billed time period.
2. Consistent with provisions of IC 36-1-12-14, the Board of Public Works shall withhold three percent (3%) of the dollar value of all work satisfactorily completed until the public work is substantially completed and the Project Completion Affidavit is approved by the Board of Public Works.
3. Before final payment and retainage are released the Contractor must satisfy the following:
 - a. Provide proof that all subcontractors have been paid promptly, including fully documenting payments in the City's Minority and Women Owned Business utilization tracking software B2G Now. See www.southbend.diversitycompliance.com.
 - b. All parts and labor meet requirements stated in the specifications.
 - c. Provide copies of test reports or cut sheets on all materials supplied.
 - d. Provide As-Built drawings in accordance with the City of South Bend Prevailing Specifications for Public Works.
 - e. One (1) copy of the City of South Bend Completion Affidavit and one (1) copy of a Final Waiver of Lien.

XVIII. WARRANTY

A. Prevailing Specifications: None

B. Additions:

1. All parts shall include the following:
 - (i) Performance specifications;
 - (ii) Bill of materials
 - (iii) Warranties on all parts; and
 - (iv) Installation and safety requirements.

XIX. OTHER UTILITIES

A. Prevailing Specifications: None

B. Additions:

1. The Contractor shall verify the locations of all utilities by contacting Holey Moley at 1-800-382-5544 at least two (2) working days, not counting Saturdays, Sundays or federal and state holidays before proceeding with construction. It shall also be the Contractors responsibility to contact any other utility that is not contacted by Holey Moley 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. Unless an allowance is specified in the bid tab, the restoration of sprinkler systems damaged by the Contractor's operations shall be repaired at no cost to the City and Owner of the system. If an allowance is provided in the bid tab, the City will reimburse the Contractor up to the allowance amount for sprinkler repairs. Restoration of sprinkler systems damaged by the Contractor's operations exceeding the allowance will be considered incidental to the contract.

XX. MAINTENANCE OF TRAFFIC

- A. Prevailing Specifications: 2026, 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 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. Contractor shall submit a maintenance of traffic plan for City review that complies with City of South Bend and MUTCD standards and these specifications. Contractor shall sign the following detour route during lane closure:
 6. Contractor will be required to request the City to approve No Parking at designated times and locations. Contractor will be responsible for posting signage as restrictions are approved by the City.
 7. Maintenance of Traffic will be paid for on a Lump Sum basis under the bid item as set forth in the proposal.

XXI. DESCRIPTION OF WORK

A. Prevailing Specifications: None

B. Additions:

1. Work to be performed shall include furnishing all labor, services, materials, insurance and equipment to replace existing water main and lead line water services from the water main to inside the house according to the intent of the plans and specifications.
2. The **Base Bid** includes water service line replacements within several blocks.
3. Add Alternates are included in the bid proposal to include additional blocks of water service line replacement as funding allows.
4. The Contractor shall preserve and protect all surrounding property, structures, tenants, visitors and their property from damage caused by the Contractor's operations.

XXII. MUNICIPAL OPERATIONS

A. Prevailing Specifications: None

B. Additions:

1. The Contractor shall be responsible for trash, yard waste, and recycling collection within the project limits. The Contractor shall coordinate with the City of South Bend Solid Waste, Waste Management, and other pickup services as requested to ensure collection services are maintained. The Contractor shall be required to collect bins, place them in a common point for easy access by automated truck services, and redistribution after pickup as requested.
2. The Contractor shall be responsible for snow removal within the project limits and shall coordinate with City of South Bend Public Works. The Contractor is responsible for protecting his/her/its project site from excessive wear and tear during snow removal.

XXIII. PLANS

A. Prevailing Specifications: City of South Bend Design and Construction Standards

B. Additions:

1. The plans consist of **35** Sheets.
2. The work shall conform to the plans.
3. The drawings are schematic in nature.
4. The CONTRACTOR is responsible for estimating dimensions and quantities of materials.
5. In the event that the Special Provisions and the Plans conflict, the Special Provisions shall govern.

XXIV. DAVIS BACON WAGE RATES

- A. Prevailing Specification: 2026, INDOT Standard Specifications Sections 103
- B. Additions:
 - 1. This project is Federally funded, and Davis Bacon Act wage rates will apply.
 - 2. Weekly payroll reports will be required on this project and worker interviews will be conducted by the City's representative.

XXV. MOBILIZATION AND DEMOBILIZATION

- A. Prevailing Specification: 2026, INDOT Standard Specifications Sections 110
- B. Additions:
 - 1. The payment for mobilization and demobilization will be limited to 5% of the total contract cost. The payment for mobilization will be 75% of the lump sum cost of the contract item for mobilization and demobilization. The remainder of the payment for the item will be considered for demobilization and paid at the completion of the project.
 - 2. Prior to starting work at each service replacement location, the Contractor will video the conditions within the right of way, the exterior of the lot where the work is to be performed and the building where the service connection is being made. The Contractor will also take pictures of the foundation and connection before and after. The Contractor will provide a copy of the video and pictures to the City. The payment for the video and pictures will not be paid for directly.
 - 3. The Contractor is responsible for protecting all trees, shrubs, lawns, etc. in the work area. The Contractor shall inform the City's representative and the resident of any potential and/or landscaping issues in advance of proceeding with any work.
 - 4. Mobilization and Demobilization will be paid for under the lump sum item and price as set forth in the proposal.

XXVI. CONSTRUCTION ENGINEERING AND OWNER COORDINATION

- A. Prevailing Specification: 2026, INDOT Standard Specifications Sections 105
- B. Additions:
 - 1. The Contractor shall provide for any necessary layout and staking. The Contractor shall be responsible for positive drainage in all the infrastructure repairs.
 - 2. The Contractor shall coordinate the construction schedule and operations with the property owner a minimum of one week prior to commencing the lead service replacement. The Contractor, Owner and City's Representative will convene at the location where the lead service line is to be replaced to discuss the work plan.
 - 3. The Contractor shall attend scheduled community and property owner meeting(s) regarding the lead service replacement.
 - 4. The Contractor will document both pre-and post-construction conditions of the lead service replacement of both the right of way and the owners property including the

connection and the main tap. The Contractor shall provide photographs to the City using ArcGIS Field Maps.

5. The Contractor shall submit to the City As-Built information in PDF format showing street address, right of way, location of the main, location of the curbing, distance from the new main tap to the curb stop, length of pipe from the curb stop to the house, where and what type of material was in the house at the connection point.
6. Construction Engineering and Owner Coordination will not be paid for directly and shall be included in the cost of other items.

XXVII. PROJECT SCHEDULE

A. Prevailing Specification: 2026, INDOT Standard Specifications Sections 110

B. Additions:

1. The Contractor shall submit to the City the proposed project schedule at the preconstruction meeting. The schedule shall be a network diagram PERT or GANTT chart schedule utilizing the Critical Path Method of determining a project duration which indicates how the Contractor will complete the project within the specified time. At a minimum the schedule shall have all project milestones, phasing and the general work activities required to construct the project showing in a logical sequence with estimated start dates, finish dates, durations, and the critical path of the project.
2. The schedule will be updated monthly and submitted with partial payment estimate.
3. There will be no direct payment for the development of the schedule and the schedule updates.

XXVIII. CONCRETE CURB AND CONCRETE SIDEWALK REMOVAL

A. Prevailing Specification: 2026, INDOT Standard Specifications Sections 202

B. Additions:

1. All concrete curbing and concrete sidewalk will be saw cut prior to removal. Saw cutting will not be paid for directly.
2. Disposal of debris resulting from the curbing and sidewalk removal shall be disposed of offsite in an approved manor. No concrete removal debris will be left on site overnight.
3. The curbing and sidewalk removal limits shall be marked by the Contractor for review by the City representative. The City will not pay for any removal outside the approved marked area without prior authorization by the City's representative.
4. Any curbing or sidewalk outside the removal area damaged by the Contractor shall be removed and replaced to existing or better conditions at the Contractor's expense.
5. Concrete curb removal will be paid for by the lineal foot and concrete sidewalk removal will be paid for by the square yard. Both will be paid for at the unit price set forth in the proposal. Concrete curb and gutter removal will be paid for as concrete curb removal. Concrete approach removal will be paid for as sidewalk removal.

XXIX. REMOVALS AND CLEARING

A. Prevailing Specification: 2026, INDOT Standard Specifications Sections 201, 202

B. Additions:

1. Work shall include all clearing and removal of all items necessary to complete the intent of the work as shown in the plans that is not otherwise included in other items. Work includes, but is not limited to, removal of concrete curb sidewalks, and approaches, pipe removal, earthwork, removal of trees and signs.
2. All concrete curbing, sidewalk, and approaches shall be saw cut prior to removal. Saw cutting will not be paid for directly.
3. Disposal of debris resulting from the curbing, sidewalk, and approach removal shall be disposed of offsite in an approved manor. No concrete removal debris will be left on site overnight.
4. The curbing, sidewalk, and approach removal limits shall be marked by the Contractor for review by the City representative. The City will not pay for any removal outside the approved marked area without prior authorization by the City's representative.
5. Any curbing or sidewalk outside the removal area damaged by the Contractor shall be removed and replaced to existing or better conditions at the Contractor's expense.
6. No stockpiling of removed material that is intended to be removed from the site shall be allowed to remain in right-of-way overnight.
7. Removals and Clearing will be paid at the lump sum cost at the price as set forth in the bid proposal.

XXX. EXISTING WATER SERVICE, POTHOLING

A. Prevailing Specification: 2026, INDOT Standard Specifications Sections 203

B. Additions:

1. Prior to starting any work the Contractor will pothole the existing water service line on both sides of the curb stop at the assigned address to determine the material of the existing water service lines.
2. Potholing will be done by vacuum excavation methods on both sides of the existing curb stop box within the tree lawn area and beyond the back of sidewalk. Once the Contractor has excavated down to the water service line and has determined the material of the existing service line the pothole will be backfilled up to current surface elevations. Excess material will be removed from the site and disposed of in an approved manner by the Contractor.
3. The Contractor will provide documentation of findings to the City.
4. If necessary, potholing done in the street pavement that is to remain will be patched in accordance with City Standard Detail 2-50.
5. Potholing will be measured by each street address location no matter the number holes excavated and paid at the unit price set forth in the proposal.

XXXI. TEMPORARY EROSION AND SEDIMENT CONTROL

A. Prevailing Specification: 2026, INDOT Standard Specifications Sections 205

B. Additions:

1. The Contractor shall be responsible for adhering to the City of South Bend specifications and requirements regarding erosion and sedimentation control. Sediment and Erosion Control shall include the cost implementation of the plan and maintenance of the erosion control elements. Should the Contractor fail to comply with the requirements of the Erosion Control Plan or fail to adequately implement or maintain the elements of the plan, the Contractor shall be solely responsible for fines, imprisonment or any other penalties lawfully imposed.
2. The Contractor shall be responsible for erosion control measures and keeping the sediment at the immediate work area. Measures include inlet protection, installing silt fence and keeping the street clean of sediment adjacent to the work area.
3. The Contractor shall vegetate all areas that lay bare for no more than 14 days with temporary seeding.
4. The Temporary Erosion and Sediment Control will be measured by the Lump Sum and paid for at the unit price set forth in the proposal.

XXXII. HMA FOR PATCHING, FULL DEPTH

A. Prevailing Specification: 2026, INDOT Standard Specifications Sections 301,304 and 402

B. Additions:

1. All patches will be saw cut squared prior to placing the HMA. No jagged edges will be allowed.
2. Only limestone coarse aggregate will be used in the HMA Surface layer.
3. All streets must be patched and open to traffic within 10 calendar days after the initial excavation for the new water service.
4. The cost of the subbase will be included in the item Compacted Aggregate Base No. 53 as included in the bid proposal.
5. HMA for Patching shall include:
 - a. HMA Surface, 9.5 mm, Type B, PG 58S-28
 - b. HMA Base, 25.0 mm, Type B, PG 58S-28
6. Measurement of Full Depth patch will be limited to the area of the full depth patching. Additional milling and HMA surface extended beyond the limits of the full depth patch will not be paid for separately and shall be incidental to the HMA for Patching, Full Depth Patch.
7. HMA for Patching, Full Depth will be measured by the square yard and paid at the unit price set forth in the proposal.

XXXIII. COMPACTED AGGREGATE BASE, NO. 53

- A. Prevailing Specifications: 2026, INDOT Standard Specifications Section 301
- B. Additions:
 - 1. Compacted Aggregate No. 53 shall be Class D or higher. Crushed concrete will be allowed for Compacted Aggregate for Base No. 53 provided it is in accordance with the gradation requirements of Compacted Aggregate for Base, No. 53. Crushed concrete shall be tested for gradation a minimum of once for every 1,000 tons used on the project.
 - 2. Compacted Aggregate Base No. 53 and Compacted Aggregate Base, No. 53, Undistributed will be paid for at the unit price as set forth in the Proposal.

XXXIV. CONCRETE CURB

- A. Prevailing Specification: 2026, INDOT Standard Specifications Sections 605
- B. Additions:
 - 1. The Contractor will replace the existing curb removed for the installation of the new water service line.
 - 2. Curb replacement at patching shall match the existing curb on either side of the patch.
 - 3. New curb adjacent to full lane replacement shall be installed at a height to provide positive drainage from the sidewalk to the roadway. Curb height exposure is 6" preferable, but will be adjusted to allow for positive drainage if necessary.
 - 4. Contraction joints will be cut 10 feet on center with ½" expansion material at the connection point to the existing curb.
 - 5. Class A concrete with limestone aggregate shall be used.
 - 6. Concrete Curb Replacement shall include both standard curb and curb and gutter.
 - 7. Concrete Curb Replacement will be measured by the lineal foot installed and paid at the unit price set forth in the proposal.

XXXV. CONCRETE SIDEWALK

- A. Prevailing Specification: 2026, INDOT Standard Specifications Sections 604
- B. Additions:
 - 1. The Contractor will replace the existing sidewalk removed for the installation of the new water service line.
 - 2. Contraction joints shall be cut at a spacing that is no greater than the width of the new sidewalk with ½" expansion material at the connection point to the existing sidewalk.
 - 3. Class A concrete with limestone aggregate shall be used.
 - 4. The proposed back of sidewalk (house side) elevation shall match the existing elevation. The sidewalk shall be sloped at 1.5% toward the road.
 - 5. Concrete Sidewalk will be measured by the square yard and paid at the unit price set forth in the proposal.

XXXVI. MULCHED SEEDING, TYPE U

- A. Prevailing Specifications: 2026, INDOT Standard Specifications Section 621
- B. Additions:
 - 1. All disturbed areas in the tree lawns and grassed areas outside the right of way shall be seeded and restored to existing or better condition.
 - 2. All lawn areas shall receive four (4") inches of topsoil and be graded prior to sodding. Existing topsoil may be reused if deemed suitable by the engineer.
 - 3. Prior to placing any topsoil, the Contractor shall provide pH test results of the topsoil showing a pH between 6.5 and 7.2.
 - 4. Seeding shall be in accordance with INDOT specifications.
 - 5. The cost of topsoil, fertilizer, watering and mobilization and demobilization will not be paid for directly but shall be included in the cost of the seeding.
 - 6. Payment for the Mulched Seeding, Type U will be made at the unit price set forth in the proposal for the square yards of installed.

XXXVII. WATER SERVICE LINE REPLACEMENT

- A. Prevailing Specification: 2026, INDOT Standard Specifications Sections 203, 715 and 716, AWWA C 810-17
- B. Additions:
 - 1. The summary of work under this section includes:
 - a. Replacement of the existing lead service line with a new copper service line using trenchless technique from the main to the curb stop and box along with the replacement of said curb stop and shall use trenchless technique whenever possible. Any open cut installation must be approved by the City's Representative prior to the Contractor starting the work.
 - b. The existing water service line may be removed or abandoned in place. If abandoned, the existing service shall be capped with a soil tight fernco and plug
 - c. Replacement of the existing lead service line from the curb stop in the right of way to the customers shutoff valve using trenchless technique. If the existing service line is galvanized steel that is downstream of a lead service line that is replaced, the galvanized steel line is to be replaced, also. Any open cut installation must be approved by the City's Representative prior to the Contractor starting the work.
 - d. Where both service lines on either side of the curb stop are to be replaced all work shall be done on the same day.
 - e. This work includes the furnishing of all labor, equipment and materials required for dewatering, excavation, installation, testing, backfilling, providing installation

documentation, and all labor and related work necessary to complete the private water service installation.

- f. This work may include coordination with other entities before and after the lead service line replacement.
 - g. No water meters are intended to be replaced as a part of this project.
 - h. No fees will be charged for connection of the new water services.
2. Installation materials as follows:
- a. The pipe for the new service lines shall be 1 inch Type K Copper, annealed soft temper in accordance with ASTM B-88. Ensure all brass meets National Sanitation Foundation (NSF)/ANSI 61 and Standard 372 of "lead free" alloy e-brass.
 - b. All service joints shall be flared end fittings. Where connections are made to existing service lines of differing materials, threaded or conductive compression pack joints, as applicable, may be provided. Connection between dissimilar metals should utilize dielectric unions to prevent galvanic corrosion. In all cases, ensure provisions for electrical conductivity are made at all joints and unions.
 - c. Corporation Stops must meet NSF/ANSI 61. Corporation stops shall be McDonald #4701 or Ford F-1000 or approved equal. Stops shall be of all brass construction with the type of ends as required by the conditions of the installation. Stops shall open counterclockwise.
 - d. Curb stops must meet NSF/ANSI 61. Curb stops shall be Ford B41-333 or McDonald76102-22 or approved equal. The curb stops shall be Tyler 95E or approved equal.
3. Scheduling and documentation:
- a. Coordinate construction schedule and operations with Owner a minimum of one (1) week prior to commencing the lead service line replacements. Owner, Contractor and City's Representative will convene in the field or in the office to discuss the Work Plan.
 - b. The Contractor shall review the site conditions including all surface features and landscaping. Any landscaping that has the potential to be disturbed, shall be noted prior to work commencing. Any removed landscaping shall be replaced in equal to or better than condition at no additional cost to the City. The Contractor shall document preexisting conditions by taking precondition photos and uploading them to ArcGIS Maps or software equivalent provided by the City.
 - c. The Contractor shall document both pre-and post-construction of the lead service line replacement within the right of way, the private property from the right of way to the structure and the point of connection within the structure using photographs using ArcGIS Field Maps.
 - d. The Contractor shall be responsible for scheduling appointments with tenant/property owner at each property in advance of excavation so that the service line can be replaced at the same time it is verified to be made of lead or galvanized steel. The Contractor shall provide a schedule for service replacement to the tenant and owner. The service replacement will be tracked on an excel spreadsheet and ArcGIS Field

Maps by the Contractor. The Contractor will submit weekly updates to the City's Representative in both formats.

- e. If a tenant/property owner cannot provide a time for accessing the internal connection within one (1) week, the Contractor will document the missed appointment and reschedule.
 - f. During the day of replacement, the Contractor shall notify the resident that the work is about to start and shut off water so that the customer will not use water during replacement that could contaminate interior plumbing.
 - g. The Contractor shall replace the entirety of lead line with copper service.
 - h. Existing copper services lines, regardless of size, are not intended to be replaced as a part of this project.
 - i. For existing water services to vacant lots, the curb stop shall be removed and the existing line capped on both sides of the curb stop, regardless of water service material,.
 - j. The Contractor will complete and provide the following records in the ArcGIS Field Maps and in accordance with AWWA C810-17 and provide to OWNER and City's Representative:
 - (i) Take photos of the house with address number and completed service. Along with photos of excavation pits, main tap, curb stop, meter, wall penetrations, meter and connection to existing pipe inside the house.
 - (ii) Record length and materials installed along with method of installation. Document the existing materials inside the home and meter. Document the length and location of any abandoned or removed pipe materials.
 - (iii) Complete House Plumbing Flushing and provide informational materials on flushing, filters and bottled water to the resident. Document the delivery of materials to the resident. Updated materials may be provided by the City or City's Representative during the course of the work and should be substituted for the original materials as directed.
 - (iv) The Contractor is to provide a sampling kit with instructions of sampling at least 30 days after completion of service replacement per AWWA C810 to the resident.
 - (v) The Contractor shall provide to the resident a letter stating that the lead service line has been replaced with copper and their warranty is good for one year from the current date. A form letter will be provided to the Contractor.
 - (vi) If the Contractor cannot complete the work during the workday due to conditions beyond the Contractors control and the water remains shutoff overnight the Contractor will provide bottled water to the resident.
4. Water service replacement shall occur during daytime hours and not be shut off overnight. All replacements are required to take place in one working day.
5. Lead or galvanized steel service lines sections remaining in place on the private side shall be cut and capped with a soil tight cap.

6. Installation:
 - a. The Contractor shall locate the services to be replaced prior to potholing.
 - b. Right of Entry will be obtained by the City and provided to the Contractor. Contractor will coordinate work with the homeowner or tenant.
 - c. The pavement, curbing, sidewalk removal and replacement shall be minimized to the smallest extent possible where trenchless methods of water service installation are utilized.
 - d. All lead services that are replaced shall be removed, meaning the existing corporation stop shall be turned off at the main, the lead line cut and capped, and the existing curb stop box removed. All removal items shall become the property of the of the Contractor and shall be disposed of properly.
 - e. All corporation stops shall tap into the existing water main at 45 degrees from vertical, pointing in the direction of the curb stop box and done by a Licensed Plumber in the State of Indiana or a qualified general contractor.
 - f. The public side service installations in the street right of ways shall be done by trenchless methods unless otherwise approved prior to installation. The Contractor may utilize horizontal directional drilling, impact moling (piercing/missile method), cabling/pulling or other methods of trenchless installation acceptable to the City's Representative.
 - g. The water service installation on private property shall be done by trenchless methods. The Contractor may utilized horizontal directional drilling, impact moling (piercing/missile method), cabling/pulling or other methods of trenchless installation acceptable to the City's Representative.
 - h. The new water service line shall be connected to the first shutoff valve inside the house. New penetrations, amendment of existing penetrations and house connections shall be completed in accordance with the 2012 Indiana Plumbing Code.
 - i. Contractor shall excavate to the existing main and provide all materials necessary to make connections of new water main to existing water main. The City of South Bend Water Department will make the connection to the existing water main. Contractor shall coordinate all work and backfill and properly compact the area following connection. All labor, equipment, materials, and coordination necessary to facilitate the connection will not be paid for directly but shall be included in the cost of proposal items.
 - j. Permit fees through the City of South Bend Right of Way Permit Office will be waived. Contractor shall be responsible for the cost of the Building Inspection fees.
7. Water Service shall include removal of existing service and curb stop, installation of new water service and new curb stop and box, tap to the water main, corporation stop, and connection inside the residence.
8. The water service line replacement will be measured for each service that is installed. Water Service, Long Side will include services that extend to houses that are on the opposite side of the road as the water main. Water Service, Short Side will include

services that extend to houses that are located on the same side of the road as the water main.

9. Water Services will be paid for at the unit price as set forth in the proposal.

XXXVIII. MATERIAL TESTING

A. Prevailing Specification: None

B. Additions:

1. Testing shall be completed by an independent testing agency. Material testing and all costs associated with the testing shall be the Contractor's responsibility. All of the test results must be certified by a licensed professional engineer in the State of Indiana.
2. Testing frequency and compaction of subbase, fill material, asphalt pavements, and concrete pavements shall be in accordance with City of South Bend Construction Standards and Specifications.
3. Contractor shall coordinate all testing with the Project Inspector; test location shall be approved by Engineer.
4. Contractor shall submit certified test results to the City of South Bend within seven (7) calendar days after the test.
5. Materials that fail a test will be removed and replaced at no additional cost to the Owner.
6. Material Testing will not be paid for directly but shall be included with the cost of other items.

Appendix A



**FRONT-END DOCUMENT CERTIFICATION (FEDC)
ATTACHMENTS**

- Attachment A:** Required Contract Provisions Related to Nondiscrimination
- Attachment B:** Required Contract Provisions Related to Davis-Bacon Act and Related Acts
- Attachment C:** Required Contract Provisions Related to Suspension and Debarment
- Attachment D:** Required Bid Instruction Related to GPR Components
- Attachment E:** GPR Bid Breakdown
- Attachment F:** GPR Final Summary
- Attachment G:** Required Contract Provisions Related to American Iron and Steel
- Attachment H:** Required Certification from Contract Related to American Iron and Steel
- Attachment I:** Useful Life Certification

If the financing will include direct federal funds from the SRF Loan program, known as **Equivalency**, the following will also be required:

- Attachment J:** Required Contract Provisions Related to Disadvantaged Business Enterprise (DBE) Efforts
- Attachment K:** Telecommunications Provisions
- Attachment L:** BABA Contract Provisions
- Attachment M:** BABA Certification from Contractor

Attachment A

Required Contract Provisions Related to Nondiscrimination

Below are required contract conditions that apply to all Clean Water and Drinking Water State Revolving Fund projects and contains forms that must be used in the procurement process. This must be physically included in all bidding and contract documents.

This project is being financed in whole or in part by the Indiana State Revolving Fund Loan Programs. The loan recipient is required to comply with the following federal and state laws, rules and regulations and must ensure that their contractor(s) also comply with these regulations, laws and rules.

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C.6102), Section 504 of the Rehabilitation Act of 1973, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, EPA Civil Rights regulations (40 CFR Part 7), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age, or handicap.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

2. The contractor shall comply with Section 306 of the Clean Air Act and Section 508 of the Clean Water Act.
3. 2 CFR 180 prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended. Borrowers are required to check the status of all contractors (construction and professional services) at www.sam.gov and must require contractors to check the status of subcontractors for contracts expected to equal or exceed \$35,000 (FAR 9.409)
4. All federally funded contracts will comply with the terms of 49 CFR 24, the Uniform Relocation and Real Property Acquisition Policies Act
5. Indiana Code 36-1-12-12, Requires the board to withhold final payment to a contractor until the contractor has paid the subcontractors, material suppliers, laborers, or those furnishing services
6. Indiana Code 36-1-12-13.1, requires performance and payments bonds equal to 100% of the contract price if the cost of the public work is estimated to be more than \$200,000.

Attachment B

Required Contract Provision Related to Davis-Bacon Act and Related Acts (DBRA)

The following provision shall be included in each procurement contract. The SRF Applicant shall remain responsible for compliance with DBRA. Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following provision does not relieve the SRF Applicant from its obligation to comply with DBRA and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority. The State Revolving Fund Loan Programs, the Indiana Finance Authority or the State of Indiana shall not be responsible for or limited by any SRF Applicant's use of the following provision.

By accepting this contract, the contractor acknowledges and agrees to the terms provided in the [DBRA Requirements for Contractors and Subcontractors Under EPA Grants](#).

Attachment C

Required Contract Provisions Related to Suspension and Debarment

A provision substantially like the below shall be included in each procurement contract related to the Project. The SRF Applicant shall remain responsible for compliance with applicable law (including Suspension, Debarment, and Other Responsibility Matters). Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable law (including Suspension, Debarment, and Other Responsibility Matters) and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Programs, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following provision.

Contractor shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Contractor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at www.sam.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility matters."

Attachment D

Required Bid Instruction Related to GPR Components

A provision substantially like the following shall be included with the instructions to Bidders if U.S. EPA Green Project Reserve (GPR) components are included in this Project. The SRF Applicant shall remain responsible for compliance with applicable law. Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable law and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Program, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following provision.

U.S. EPA Green Project Reserve Program

Certain portions or components of this Project, which are described in the GPR Bid Breakdown form furnished with the Bid Documents, qualify for the U.S. EPA Green Project Reserve (GPR) Program and/or the Sustainability Incentive offered by the Indiana State Revolving Fund (SRF) Loan Program. Bidder shall complete the GPR Bid Breakdown form and submit the completed form with its Bid. This information is required by the Indiana SRF Program and **Bidder's failure to fully and accurately complete the GPR Bid Breakdown form and submit it with its Bid may result in the Bid being rejected as non-responsive.**

Attachment F

GPR FINAL SUMMARY
(To be completed by Consulting Engineer)

Specific components of this project, identified below, qualify for the Green Project Reserve (GPR) Incentive Program offered by the Indiana State Revolving Fund (SRF) Loan Program.

Engineering Firm: _____

Community: _____

Project Title: _____

Section I Instructions:

Consulting Engineer shall provide a list of GPR approved project components and provide the dollar amount the successful bidder included in its bid for each GPR component. This section should be consistent with the information provided in the GPR Bid Breakdown (Attachment E).

Section II Instructions:

Consulting Engineer shall provide the engineering-related (i.e. planning, design) costs associated with the GPR approved project components.

Section III Instructions:

Consulting engineer shall total both Section I and Section II costs to provide a total project GPR amount.

Section I – Construction GPR

GPR Component Description	GPR Component Price

TOTAL CONSTRUCTION GPR COST: \$ _____

Section II – Engineering GPR

GPR Planning Cost	GPR Design Cost	Total

TOTAL ENGINEERING GPR COST: \$ _____

Section III – Total Project GPR

TOTAL PROJECT GPR COST \$ _____
(CONSTRUCTION GPR + ENGINEERING GPR)

Attachment G

Required Contract Provisions Related to American Iron and Steel

A provision substantially like the below will be included in each procurement contract when such contract involves the procurement of iron and steel to be used in the Project. The SRF Applicant shall remain responsible for compliance with applicable law (including American Iron and Steel). Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable law (including American Iron and Steel) and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Programs, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following provision.

The Contractor hereby acknowledges to and for the benefit of the City of South Bend (“Owner”) and the Indiana Finance Authority (the “Authority”) that it understands the work, goods and services under this Agreement are being funded with monies made available by the State Revolving Fund Loan Program and such appropriation contains provisions commonly known as “American Iron and Steel” (and as such is supplemented from time to time by federal rules and guidance) that requires all of the iron and steel products used in the project be produced in the United States (“American Iron and Steel Requirements”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the Authority, and agrees, that (a) the Contractor has reviewed and understands the American Iron and Steel Requirements, (b) all of the iron and steel products used in the project as provided by the Contractor under this Agreement will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements and (c) the Contractor will provide any further certification or assurance of compliance with this paragraph as may be requested by the Owner or the Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner and the Authority to recover as damages against the Contractor (and the Contractor shall indemnify and hold the Owner and the Authority harmless against) any loss, expense or cost (including without limitation attorney’s fees) incurred by the Owner or the Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Authority or any damages owed to the Authority by the Owner). While the Contractor has no direct contractual privity with the Authority, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Authority.

Attachment H

Required Certification from Contractor Related to American Iron and Steel

A certification substantially like the below will be obtained in advance of entering each procurement contract when such contract involves the procurement of iron and steel products to be used in the Project. The SRF Applicant shall remain responsible for compliance with applicable law (including American Iron and Steel). Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable law (including American Iron and Steel) and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Programs, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following certification.

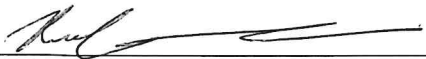
CERTIFICATION

I Robert Fisher - Construction Manager, of KLS Underground Inc.
(Name and Title of Certifying Officer) (Successful Bidder)

hereby certify and agree on behalf of the Successful Bidder as its duly authorized representative (and under penalties of perjury) that the Successful Bidder understands and agrees a material term and consideration applicable to the award and entry into a contract with the Successful Bidder by the City of South Bend related to its 2024 Lead Service Line Replacements NW Zone
(SRF Applicant) (Project Name)

involves the procurement and provision of work, goods and services under a procurement contract to be entered into with the SRF Applicant is the Successful Bidder's compliance with the provisions of Section 608 of the Clean Water Act and Section 1452(a)(4)(A) of the Safe Drinking Water Act, commonly known as "American Iron and Steel" provisions as contained therein requiring that all of the iron and steel products used in the Project be produced in the United States ("American Iron and Steel Requirements"). The Successful Bidder hereby represents and warrants to and for the benefit of the SRF Applicant and the Indiana Finance Authority, as a lender to the SRF Applicant for the funding of its Project, and agrees, that (a) the Successful Bidder has reviewed and understands the American Iron and Steel Requirements, (b) all of the iron and steel products used in the Project as provided by the Successful Bidder under its agreement related to the Project will be produced in the United States in a manner that complies with the American Iron and Steel Requirements and (c) the procurement contract will include a provision substantially like Attachment I.

I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE ABOVE STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.

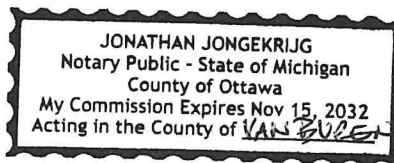


(Signature)

05/11/2026

(Date)

STATE OF Michigan)
) Acting in the County) SS:
COUNTY OF of Van Buren)



Before me, a Notary Public in and for said County and State, personally appeared Robert Fisher, the Construction Manager of KLS Underground Inc. who, being first duly sworn, acknowledged the execution of the above and foregoing instrument for and on behalf of said entity.

Dated this 11th day of May, 2025.

My commission expires:
15-Nov-2032


Jon Jongekrijg, Notary Public
(Printed)

County of Residence:
Ottawa

Attachment I
Certificate of Engineer
Estimated Useful Life of Project
Indiana Clean Water State Revolving Fund Loan Program

APPLICANT/DESIGN ENGINEER'S WORKSHEET FOR CALCULATING WEIGHTED LOAN TERMS

Applicant: _____
 Project: _____
 Design Engineer: _____
 Design Engineer Signature: _____ Date: _____

Category 1 - Treatment			
Asset	Bid Amount (dollars)	Asset Useful Life	Extension
<i>Structures</i>			\$ -
<i>Equipment</i>			\$ -
<i>Site Piping/Valves & Gates</i>			\$ -
			\$ -
Category 2 - Collection			
Asset	Bid Amount (dollars)	Asset Useful Life	Extension
<i>Piping</i>			\$ -
<i>Rehab/CIPP</i>			\$ -
<i>Manholes/Structures</i>			\$ -
<i>STEP Tanks</i>			\$ -
			\$ -
Category 3 - Conveyance			
Asset	Bid Amount (dollars)	Asset Useful Life	Extension
<i>Interceptor Line</i>			\$ -
<i>Force Main</i>			\$ -
<i>Valves</i>			\$ -
			\$ -
Category 4 - Pumps			
Asset	Bid Amount (dollars)	Asset Useful Life	Extension
<i>Pump Station</i>			\$ -
<i>Grinder Pumps</i>			\$ -
			\$ -
			\$ -
Category 5 - Other			
Asset	Bid Amount (dollars)	Asset Useful Life	Extension
<i>Meters</i>			\$ -
<i>Buildings</i>			\$ -
<i>Site Work/Restoration/Roads</i>			\$ -
<i>Vehicles</i>			\$ -
<i>Emergency Power</i>			\$ -
<i>I&C/SCADA/Electrical</i>			\$ -
			\$ -
Totals	\$ -		\$ -
Project Useful Life:		#DIV/0!	

Italicized items listed above are suggestions and not meant to be all inclusive.
 Microsoft Excel spreadsheet available on SRF website
 Revised 4/2025

Attachment I
Certificate of Engineer
Estimated Useful Life of Project
Indiana Drinking Water State Revolving Fund Loan Program

APPLICANT/DESIGN ENGINEER'S WORKSHEET FOR CALCULATING WEIGHTED LOAN TERMS

Applicant: _____
 Project: _____
 Design Engineer: _____
 Design Engineer Signature: _____ Date: _____

Category 1 - Source (intake or wells)			
Asset	Bid Amount (Dollars)	Asset Useful Life	Extension
<i>Groundwater/ surface water</i>			\$ -
<i>Purchased water</i>			\$ -
			\$ -
			\$ -
Category 2 - Treatment			
Asset	Bid Amount (Dollars)	Asset Useful Life	Extension
<i>Structures</i>			\$ -
<i>Equipment</i>			\$ -
<i>Site Piping/Valves/Gates</i>			\$ -
			\$ -
Category 3 - Storage			
Asset	Bid Amount (Dollars)	Asset Useful Life	Extension
<i>Storage Facilities</i>			\$ -
			\$ -
			\$ -
Category 4 - Distribution/Transmission			
Asset	Bid Amount (Dollars)	Asset Useful Life	Extension
<i>Piping</i>			\$ -
<i>Pumping</i>			\$ -
<i>Hydrants and Valves</i>			\$ -
			\$ -
Category 5 - Other			
Asset	Bid Amount (Dollars)	Asset Useful Life	Extension
<i>Meters</i>			\$ -
<i>Emergency Power</i>			\$ -
<i>Electrical/I&C/SCADA</i>			\$ -
<i>Site Work/Restoration/Roads</i>			\$ -
<i>Buildings</i>			\$ -
<i>Vehicles</i>			\$ -
			\$ -
Totals	\$ -		\$ -
Project Useful Life:		#DIV/0!	

Italicized items listed above are suggestions and not meant to be all inclusive.
 Microsoft Excel spreadsheet available on SRF website
 Revised 4/2025

Attachment J

**Required Contract Provisions Related to Disadvantaged Business Enterprise (DBE) Efforts
For Equivalency Recipients**

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts to ensure that Disadvantage Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

Required Contract Conditions

These conditions must be included in all procurement contracts entered into by the loan recipient for all projects:

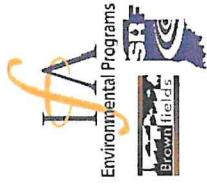
1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the loan recipient.
2. The prime contractor must notify the loan recipient in writing prior to the termination of any DBE subcontractor for convenience by the prime contractor.
3. If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts when soliciting a replacement subcontractor.
4. The prime contractor must employ the six good faith efforts even if the prime

Attachment J

contractor has achieved its fair share objectives.

5. Each procurement contract signed must include the following term and condition:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”



**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
GOOD FAITH EFFORTS**

Bidder:	KLS Underground Inc.
Community:	City of South Bend
Project Title:	2024 Lead Service Line Replacements NW Zone

List the DBEs contacted and complete the following information for each. Copies of all communications to and from each vendor should be attached to this and submitted to SRF for review with the post-bid documentation.

Company Name	Work Specialty	Type of Contact (ad, email, etc.)	Response Received?	Price/Quote
DLZ Engineering	Testing	Email	Yes	Yes
Day's Construction	Asphalt Repairs	Email	Yes	Yes
Grandson Trucking Company	Trucking	Email	Yes	Yes
Grandson Trucking Company	Asphalt Repairs	Email	No	No
Ralston Paving Corporation	Trucking	Email	No	No
Kennedy Expressline	Trucking	Email	Yes	Yes

Jon

From: Yahoo Security Team <dayswork855@yahoo.com>
Sent: Thursday, May 7, 2026 6:04 PM
To: Jon
Cc: Rob Fisher-KLS
Subject: Re: Quote Please - South Bend Project

Hi Jon,

It was great speaking with you today.

Per your request, please find our quote below:

\$7,827 per 50 (8' x 8') asphalt repair sections

Please let me know if you have any questions or need additional information. We would be happy to assist further.

Bob

Robert Day
Days Construction – Asphalt
860 Maryland St.
Gary, In 46404
219-363-4606

On Thursday, May 7, 2026 at 11:41:46 AM CDT, Jon <jonj@randsengineering.net> wrote:

Good afternoon,

We are currently bidding a lead service line replacement project to 350 homes in South Bend, IN and found your company on the DBE listing. We are looking for quotes for some road/asphalt repairs. Our estimate is approximately 200 or more locations will need an 8'x8' section of roadway/asphalt replaced(so approximately 13,000sq/ft at a minimum). The timeline is still pending but anticipate an award and project start in the next month or two and lasting the remainder of the year.

Please let me know if you have any further questions.

Jon Jongekrijg
Estimator/Construction Services
KLS Underground/R&S Engineering
jonj@klsunderground.com
jonj@randsengineering.net
C: 616.307.3237

R&S Engineering is a Division of KLS Underground

Jon

From: Jon
Sent: Thursday, May 7, 2026 12:15 PM
To: 'nancyralston@comcast.net'
Cc: Rob Fisher-KLS
Subject: Quote Please - South Bend Project

Greetings,

We are currently bidding a lead service line replacement project to 350 homes in South Bend, IN and found your company on the DBE listing. Could you please provide us with an hourly rate for trucking materials in and out of the site. Primarily it would be for hauling aggregate in and removed aggregate and concrete/asphalt out from road cuts. Timelines are still pending, but I would anticipate the work starting in a month or two and lasting the remainder of the year.

Please let me know if you have any further questions and I'll be happy to try and help.

Thanks,

Jon Jongekrijg
Estimator/Construction Services
KLS Underground/R&S Engineering
jonj@klsunderground.com
jonj@randsengineering.net
C: 616.307.3237

R&S Engineering is a Division of KLS Underground



4324 Ashard Drive • South Bend, Indiana 46628
TELEPHONE: (574) 876-8881 • FAX: (574) 272-2302
EMAIL: kennedvexpressline@yahoo.com
WEBSITE: www.kennedyexpressline.com
MBE/WBE/DBE Certified

May 8, 2026

Jon Jongekrijg
KLS Underground/R&S Engineering
10155 Blue Star Hwy
South Haven, MI 49090

Dear Mr. Jongekrijg,

Kennedy Expressline Trucking has proudly served the South Bend/Mishawaka region of Indiana since our founding in 2002. With more than twenty years of industry experience, we are pleased to submit our current MBE/WBE rates for the upcoming lead service line replacement project involving 350 homes in South Bend, Indiana.

Our 2026 MBE/WBE rates are as follows:

- **Regular Rate:** \$136/hour
- **Regular Overtime Rate:** \$151/hour
- **Quad Rate:** \$147/hour
- **Quad Overtime Rate:** \$162/hour

For job sites located more than fifteen (15) miles from South Bend, a one (1) hour travel charge will apply, which includes thirty (30) minutes to the job site and thirty (30) minutes for return travel.

Please note that these **2026 rates are negotiable** depending on the scope and requirements of the project.

Thank you for the opportunity to work with your team. Should you have any questions or require additional information, please feel free to contact me directly.

Sincerely,

Marcus Northern
Owner

Attachment K

Required Contract Provisions Related to Certain Telecommunication and Video Surveillance Services and Equipment for Equivalency Projects

A provision substantially like the below will be included in each procurement contract when such contract involves the use of direct Federal funds (identified as Equivalency). The SRF Applicant shall remain responsible for compliance with applicable condition. Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable condition and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Programs, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following provision.

The Contractor hereby acknowledges to and for the benefit of the City of South Bend ("Owner") and the Indiana Finance Authority (the "Authority") that it understands and agrees that it is required to comply with all terms of 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, which among other requirements prohibits the use of Loan proceeds by the Participant to procure (by means of entering into, extending, or renewing contracts) or obtain equipment, systems or services that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any Drinking Water or Wastewater System, or as critical technology as part of any Drinking Water or Wastewater System. Such prohibitions extend to the use of Loan proceeds by the Participant to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any Drinking Water or Wastewater System, or as critical technology as part of any Drinking Water or Wastewater System. The Participant represents and warrants that it has not procured or obtained from Loan proceeds equipment, systems or services that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any Drinking Water or Wastewater System, or as critical technology as part of any Drinking Water or Wastewater System. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner and the Authority to recover as damages against the Contractor (and the Contractor shall indemnify and hold the Owner and the Authority harmless against) any loss, expense or cost (including without limitation attorney's fees) incurred by the Owner or the Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Authority or any damages owed to the Authority by the Owner). While the Contractor has no direct contractual privity with the Authority, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Authority.

Attachment L

Required Contract Provisions Related to the Build America, Buy America Act (BABA)

A provision substantially like the below will be included in each procurement contract when such contract involves compliance with BABA requirements. The SRF Applicant shall remain responsible for compliance with applicable law (including BABA). Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable law (including BABA) and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Programs, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following provision.

The Contractor hereby acknowledges to and for the benefit of the City of South Bend ("Owner") and the Indiana Finance Authority (the "Authority") that it understands the work, goods and services under this Agreement are being funded with monies made available by the State Revolving Fund Loan Program and such appropriation contains provisions commonly known as "Build America, Buy America" that requires all of the iron and steel products, manufactured products, and construction materials, permanently incorporated in the project be produced in the United States ("Build America, Buy America Requirements") including iron and steel products, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the Authority, and agrees that (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials permanently incorporated in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner and the Authority to recover as damages against the Contractor (and the Contractor shall indemnify and hold the Owner and the Authority harmless against) any loss, expense or cost (including without limitation attorney's fees) incurred by the Owner or the Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Authority or any damages owed to the Authority by the Owner). While the Contractor has no direct contractual privity with the Authority, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Authority.

Attachment M

**Required Certification from Contractor Related to the Build America Buy America Act
(BABA)**

A certification substantially like the below will be obtained in advance of entering each procurement contract when such contract involves compliance with BABA requirements. The SRF Applicant shall remain responsible for compliance with applicable law (including BABA). Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable law (including BABA) and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Programs, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following certification.

CERTIFICATION


I Robert Fisher, of KLS Underground Inc.
(Name and Title of Certifying Officer) (Successful Bidder)

hereby certify and agree on behalf of the Successful Bidder as its duly authorized representative (and under penalties of perjury) that the Successful Bidder understands and agrees a material term and consideration applicable to the award and entry into a contract with the Successful Bidder by the

City of South Bend related to its 2024 Lead Service Line Replacements NW Zone
(SRF Applicant) (Project Name)

involves the procurement and provision of work, goods and services under a procurement contract to be entered into with the SRF Applicant is the Successful Bidder's compliance with the provisions of 2 CFR 184, commonly known as the "Build American, Buy America Act" requiring that all iron and steel products, manufactured products, and construction materials permanently incorporated in the Project be produced in the United States ("Build America, Buy America"). The Successful Bidder hereby represents and warrants to and for the benefit of the SRF Applicant and the Indiana Finance Authority, as a lender to the SRF Applicant for the funding of its Project, and agrees, that (a) the Successful Bidder has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel products, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the procurement contract will include a provision substantially like Attachment L.

I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE ABOVE STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.

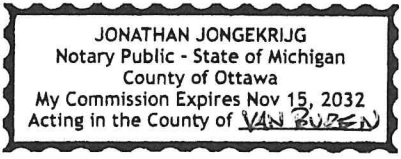


(Signature)

05/11/2026

(Date)

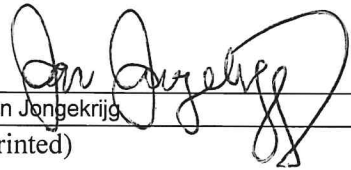
STATE OF Michigan)
) SS:
COUNTY OF Acting in the County
of Van Buren)



Before me, a Notary Public in and for said County and State, personally appeared Robert F. Siew, the Construction Manager of KLS Underground Inc. who, being first duly sworn, acknowledged the execution of the above and foregoing instrument for and on behalf of said entity.

Dated this 11th day of May.

My commission expires:
15-Nov-2032


Jon Jongekrijg, Notary Public
(Printed)

County of Residence:
Ottawa



CITY OF SOUTH BEND, INDIANA
CONTRACTOR'S BID FOR PUBLIC WORK
CHECKLIST FOR BIDDERS

Project Name 2024 Lead Service Line Replacements – Northwest Zone Rebid
Project No. 123-069CR
For Bids Due May 12, 2026 to BPWBids@southbendin.gov

From time to time the South Bend Board of Public Works finds it necessary to reject a bid because it does not comply with statutory requirements. In preparing your bid, please use the following checklist in order to make sure that your bid is done in the proper manner.

- X Proper bid security included. The bidder has the option of providing either a Certified Check or Bid Bond.

- X Bid prepared on the City of South Bend Contractor's Bid for Public Work Form, completely executed.

- X Contractor's Non-Collusion and Non-Debarment Affidavit, Certification Regarding Investments with Iran, Employment Eligibility Verification, Non-Discrimination Commitment, and Certification of use of United States Steel Products or Foundry Products.

- X Acknowledge Receipt of N/A Addendum(s) included with the bid.

- X All required additional information is included with the bid.

- X Proposal statements and other affidavits all signed by the proper party with name either printed or typed underneath signature.

- X This checklist submitted with the Bid.

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Bidder: KLS Underground Inc. Date: 05/11/2026

By Authorized Representative:

Signature: 

Print Name & Title: Robert Fisher - Construction Manager

BUSINESS INFORMATION
DIEGO MORALES
INDIANA SECRETARY OF STATE
05/11/2026 11:36 AM

Business Details

Business Name: **KLS UNDERGROUND, INC.** Business ID: **2008072300111**
Entity Type: **Domestic For-Profit Corporation** Business Status: **Active**
Creation Date: **07/23/2008** Inactive Date:
Principal Office Address: **8635 West 750 North, SHIPSHEWANA, IN,
46565, USA** Expiration Date: **Perpetual**
Jurisdiction of Formation: **Indiana** Business Entity Report Due
Date: **07/31/2026**
Years Due: **2026/2027**

Governing Person Information

Title	Name	Address
President	Kevin L Sharick	67297 US 131 Business, Constantine, MI, 49042, USA

Incorporators Information

Name	Title	Address
Tania Lemus	Incorporator	7083 Hollywood Blvd., Suite 180, Los Angeles, CA, 90028, USA

Registered Agent Information

Type: **Individual**
Name: **KEVIN L. SHARICK**
Address: **8635 West 750 North, Shipshewana, IN, 46565, USA**



**Indiana
Kentucky**

Memorandum of Understanding

5/8/2026

Please accept this as verification that KLS Underground is a training partner of Associated Builders & Contractors of Indiana/Kentucky, Inc (ABC).

ABC's Program is certified by the Federal Department of Labor, Office of Apprenticeship and Training and by the National Center for Construction Education and Research (NCCER). ABC uses the NCCER curriculum.

KLS Underground is enrolling 3 (three) students in the Plumbing Apprenticeship training program beginning in August, 2026.

Feel free to contact me with any questions regarding our apprenticeship program.

Regards,

Brianne Feeks

Elkhart Apprenticeship Coordinator

NCCER

Certificate of Accreditation

This document represents that

ABC of Indiana Apprenticeship Trust

*having met all the requirements of the Standardized Craft Training process as set forth by NCCER,
and upon recommendation of the Board of Trustees, is hereby declared an*

Accredited Training Sponsor

*with accreditation granted on this
eleventh day of September, 2014.*



Donald E. Whyte

Donald E. Whyte
President, NCCER



United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

ASSOCIATED BUILDERS & CONTRACTORS OF INDIANA
INDIANAPOLIS, INDIANA

FOR THE OCCUPATIONS OF: BRICKLAYER (0052), CARPENTER (0067), CEMENT MASON (0075), ELECTRICIAN (0159), OPERATING ENGINEER (0365), PAINTER (0379), PIPE FITTER (0414), PIPE FITTER-SPRINKLER SYSTEMS (0404A), PLUMBER (0432), ROOFER (0480), SHEET METAL WORKER (0510), HVAC (0637), CONSTRUCTION CRAFT LABORER (0661), ASSEMBLER-METAL BUILDING (0377), INSULATION WORKER (0909), GLAZIER (0221)

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

REGISTERED MARCH 2, 1982
REVISED JANUARY 6, 2006

Date

IN030060001

Registration No.



S. C. Chao

Secretary of Labor

Anthony Swartz

Administrator, Apprenticeship Training, Employer and Labor Services

CERTIFICATE OF QUALIFICATION
to provide
CONSTRUCTION SERVICES
for
PUBLIC WORKS PROJECTS
to the
STATE OF INDIANA

This Certification Board, having duly considered application for qualification in terms of apparent experience and financial resources; and under the applicable Indiana Code 4-13.6-4 and adopted rules of this Board, hereby issues a Certificate of Qualification to provide construction services to the State of Indiana for Public Works Projects to:

HTK LEASING INC.	
KLS UNDERGROUND	
8635 W 750 N	
SHIPSHEWANA, IN 46565	
Phone	(269) 621-5725
Fax	
Company Official	KEVIN SHARICK, OWNER

for the twenty-seven month period stated herein, unless revoked by this Board for cause, and in the classifications of services stated below. This certificate supercedes any previous certificate.
1794.02 EXCAVATION - NO RESTRICTIONS

Bidder # 0000070065

CERTIFICATION DATE **10-09-2025**

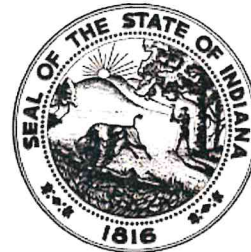
EXPIRATION DATE 2028-01-09 12:00:00 AM

THIS CERTIFICATE ISSUED BY THE STATE OF INDIANA, PUBLIC WORKS DIVISION CERTIFICATION BOARD,
402 WEST WASHINGTON STREET, ROOM W467, INDIANAPOLIS, INDIANA 46204,
ALSO ACTS AS THE OFFICIAL NOTICE OF EXPIRATION.



Tracy L. Cross, Executive Secretary
Certification Board

DAPW PQ2 State Form 3983R Rev. 07/06



KLS Incorporated Available Equipment

Contractors Manufacturer 80x120 Drill

Vermeer Trencher Flextrac

Case Mini Excavator

Vermeer D20x2211 Drill

Vermeer MX240 Drill

John Deere Mini Excavator JD27D

Vermeer D24x4011 Drill

Vermeer Series 3 2440 Drill

Ditch Witch Mud mixer

(2) Falcon F2 Digitrak Locators

Vermeer D24x4011

Ditch Witch FM13V

(2) Yanmar VI017 Excavator

JT3020 Mach 1 Ditch Witch Rock Drill

(2) Vermeer 36x50 Drill

Vermeer 40x55 Drill

Vermeer 7x11 Drill

1250 Plow

(3) Digitrak F2 Falcon Locators

Vermeer D24x4011 Drill

(2) Case CX33c Mini Excavators

Vermeer D10x15s3 Drill

Roddie D-4 Mini Directional Drill Machine

Substance Abuse Policy
For
Commercial Motor Vehicle Drivers

The person(s) designated to monitor, facilitate, and answer questions pertaining to the policy for the Company are as follows:

Name: Alan Albarran Phone: 269-503-4844 1. PURPOSE AND SCOPE

OF POLICY:

- 1.1 KLS Underground, INC is committed to ensure a safe, healthy, productive, and efficient work environment for our employees, customers, and the general public. The Company has a vital interest in ensuring a safe, healthy, and efficient working environment and the prevention of accidents and injuries which can result from the misuse of alcohol or controlled substances by drivers of commercial motor vehicles. For these reasons, and as required by the alcohol and drug testing regulations of the Federal Motor Carrier Safety Administration (FMCSA), the Company has established this Substance Abuse Policy for the drivers of its commercial vehicles. Compliance with this policy is required by applicants as a condition of employment and by drivers as a condition of continued employment.
- 1.2 This policy applies to any driver of a commercial motor vehicle requiring a CDL license. The policy also applies to all applicants who seek employment for such positions. Additionally, this policy applies to any Company supervisor and/or managerial personnel who drive or may be required to drive a commercial motor vehicle for the Company.
- 1.3 This policy explains the FMCSA's drug and alcohol regulations and the Company's own policies with respect to the misuse of alcohol or controlled substances.
- 1.4 This policy is not a contract of employment. All Company employees are employees at will. This means that employment can be terminated at any time either by the employee or the Company with or without cause and with or without notice. If an employee fails to comply with this policy, the employee will be subject to discipline, up to and including termination. In the case of an applicant, non-compliance will result in an applicant being ineligible for employment with the Company.
- 1.5 The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist recovering addicts or alcoholics and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before drug and alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others.
- 1.6 Any questions regarding the meaning or application of this policy should be directed to the Program Administrator.

2.0 DEFINITIONS

- 2.1 "Actual Knowledge" means actual knowledge by an employer that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use,

except as provided in §382.121 of the FMCSA Regulations. Direct observation as used in this definition means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing under § 382.307 of the FMCSA Regulations.

2.2 "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol.

2.3 "Alcohol Concentration (or content)" means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.

2.4 "Alcohol Use" means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

2.5 "Commerce" means:

a. Any trade, traffic or transportation within the jurisdiction of the United States between a place in a State and a place outside of such State, including a place outside of the United States; and

b. Trade, traffic, and transportation in the United States which affects any trade, traffic, and transportation described in paragraph (1) of this definition.

2.6 For purposes of this policy, "Commercial Motor Vehicle" means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

a. Has a gross combination weight rating of 11,794 or more kilograms (26,001 or more pounds) including a towed unit with a gross vehicle weight of more than 4,536 kilograms (10,000 pounds); or

b. Has a gross vehicle weight rating of 11,794 or more kilograms (26,001 or more pounds).

2.7 "Confirmation (or confirmatory) Drug Test" means a second analytical procedure performed on a urine specimen to identify and quantify the presence of a specific drug or drug metabolite.

2.8 "Confirmation (or confirmatory) Validity Test" means a second test performed on a urine specimen to further support a validity test result.

2.9 "Confirmed Drug Test" means a confirmation test result received by an MRO from a laboratory.

2.10 "Consortium/Third Party Administrator (C/TPA)" means a service agent that provides or coordinates one or more drug and/or alcohol testing services to DOT regulated employers. C/TPAs typically provide or coordinate the provision of a number of such services and perform administrative tasks concerning the operation of the employers' drug and alcohol testing programs. This term includes, but is not limited to, groups of employers who join together to administer, as a single entity, the DOT drug and alcohol testing programs of its members (e.g., having a combined random testing pool). C/TPAs are not "employers" for purposes of this part.

2.11 "Controlled Substances" and "Drugs" are used interchangeably in this policy and

mean marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP), or their metabolites, and any other substance included in Schedules I through V, as defined by the Controlled Substances Act, 21 U.S.C. part 812, as they may be revised from time to time. The terms "controlled substances" and "drugs" include legal substances obtained illegally or used in an unauthorized manner, but do not refer to the proper use of controlled substances authorized by law which do not affect job safety or performance.

2.12 "Designated Employer Representative (DER)" is an individual identified by the employer as able to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes. The individual must be an employee of the company. Service agents cannot serve as DERs.

2.13 "Disabling Damage" means damage which prevents a motor vehicle from being driven from the scene of the accident in its usual manner in daylight after simple repairs, including damage to motor vehicles that could have been driven, but would have been further damaged if driven. This term does not include damage which can be remedied temporarily at the scene of the accident without special tools or parts; tire disablement without other damage even if no spare tire is available; headlight or taillight damage; or damage to turn signals, horn or windshield wipers which make them inoperative.

2.14 "DOT Agency" means an agency (or "operating administration") of the United States Department of Transportation administering regulations requiring alcohol and/or drug testing (14 CFR parts 61, 63, 65, 121, and 135; 49 CFR parts 199, 219, 382, and 655), in accordance with part 40 of the FMCSA Regulations.

2.15 "Driver" means any person who operates a "commercial motor vehicle" (as defined in Section 2.3.). Under FMCSA regulations, this includes, but is not limited to: full time, regularly employed drivers; casual, intermittent or occasional drivers.

2.16 "Employer" means a person or entity employing one or more employees (including an individual who is self-employed) that is subject to DOT agency regulations requiring compliance with this part. The term, as used in this part, means the entity responsible for overall implementation of DOT drug and alcohol program requirements, including individuals employed by the entity who take personnel actions resulting from violations of this part and any applicable DOT agency regulations. Service agents are not employers for the purposes of this part.

2.17 "Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

2.18 "Performing A Safety-Sensitive Function" means any period in which a driver is performing, ready to perform, or immediately available to perform any safety sensitive functions.

2.19 "Positive Rate for Random Drug Testing" means the number of verified positive results for random drug tests conducted under this part plus the number of refusals of random drug tests required by this part, divided by the total number of random drug tests results (i.e., positives, negatives, and refusals) under this part.

2.20 "Refuse to Submit (to an alcohol or controlled substances test)" means that a driver:

a. Fails to appear for any test (except a pre-employment test) within a

reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer. This includes the failure of an employee (including an owner-operator) to appear for a test when called by a C/TPA (see § 40.61(a) of the FMCSA Regulations).

- b. Fails to remain at the testing site until the testing process is complete. Provided, that an employee who leaves the testing site before the testing process commences (see § 40.63(c) of the FMCSA Regulations) a pre-employment test is not deemed to have refused to test.
- c. Fails to provide a urine specimen, or breath or saliva specimen for any drug test required by this part or DOT agency regulations. Provided, that an employee who does not provide a urine specimen because he or she has left the testing site before the testing process commences (see § 40.63(c) of FMCSA Regulations) for a pre-employment test is not deemed to have refused to test.
- d. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the driver's provision of a specimen (see §§ 40.67(l) and 40.69(g) of the FMCSA Regulations);
- e. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure (see § 40.193(d)(2) of the FMCSA Regulations);
- f. Fails or declines to take a second test the employer or collector has directed the driver to take.
- g. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER under § 40.193(d) of the FMCSA Regulations. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.
- h. Fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process); or
- i. Is reported by the MRO as having a verified or attempted adulterated or substituted test result.
- j. Refuses to complete the chain-of-custody form or any other required drug or alcohol testing form(s).
- k. Fails to promptly notify the Company that the driver was in an accident or not being readily available for testing after an accident (except as necessary to obtain assistance or medical care).
- l. Delaying or otherwise engaging in conduct that clearly obstructs the collection, testing or verification process.

2.21 "Safety-Sensitive Function" means the following activities and includes the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work:

- a. All time at a Company or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the Company.

- b. All time inspecting equipment as required by the FMCSA's Regulations 49 C.F.R. part 393.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- c. All time spent at the driving controls of a CMV in operation.
- d. All time, other than driving time, in or upon any commercial motor vehicle, except time spent resting in a sleeper berth (a berth conforming to the requirements of the FMCSA's regulation 49 C.F.R. part 393.76).
- e. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- f. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

2.22 "Screening Test (or Initial Test)" means:

- a. In drug testing, a test to eliminate "negative" urine specimens from further analysis or to identify a specimen that requires additional testing for the presence of drugs.
- b. In alcohol testing, an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath or saliva specimen.

2.23 "Stand-down" means the practice of temporarily removing an employee from the performance of safety-sensitive functions based only on a report from a laboratory to the MRO

2.24 "Substance Abuse Professional" (SAP) means a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or an addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselor Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse). All SAP's must have knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

2.25 "Violation Rate for Random Alcohol Testing" means the number of 0.04 and above random alcohol confirmation test results conducted under this part plus the number of refusals of random alcohol tests required by this part, divided by the total number of random alcohol screening tests (including refusals) conducted under this part.

3.0 PROHIBITED CONDUCT

3.1 Prohibited Conduct Concerning Driver's Use of Drugs and Alcohol:

- a. Drivers are prohibited from reporting for duty or remaining on duty when using any drugs (as defined in Section 2.11), except when the use is pursuant to the instructions of a medical doctor who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle. (For details concerning the lawful use of prescription drugs, refer to Section 3.4.)
- b. Drivers are prohibited from reporting for duty or remaining on duty with an alcohol concentration of 0.04 or greater. Drivers found to have an alcohol

concentration of 0.02 or greater, but less than 0.04, are prohibited from performing any safety-sensitive functions for at least 24 hours from the test.

- c. Drivers are prohibited from using alcohol in any form (including medication containing alcohol) while performing safety-sensitive functions (refer to Section 2.18 of this policy for the definition of performing safety-sensitive functions).
- d. Drivers are prohibited from performing safety-sensitive functions within four (4) hours after using alcohol. On-Call employees who are not at work but could be called to drive or perform other safety-sensitive functions, are subject to this pre duty alcohol prohibition. This means a driver who is on-call must decline a call to work if his or her acceptance would require the employee to drive or perform other safety-sensitive functions within four (4) hours after consuming alcohol.
- e. Drivers are prohibited from using alcohol for eight (8) hours following an accident or until the driver takes a post-accident alcohol test (and tests negative), whichever occurs first.
- f. Drivers may not "refuse to submit" to any drug or alcohol test required under the FMCSA's drug and alcohol rules and/or this policy. (For further details concerning what actions will be considered as a "refusal," refer to section 2.20 of the policy.)
- g. Drivers are prohibited from performing or continuing to perform a safety sensitive function if they have tested positive for controlled substances or alcohol.
- h. Drivers may not refuse to submit to any inspection required under Section 11.0 of this policy.
- i. During a driver's workday, a driver is prohibited from engaging in the unlawful or unauthorized manufacture, distribution, dispensation, sale, purchase, solicitation, transfer, possession, use or transport of controlled substances or alcohol. This prohibition does not include the authorized distribution, dispensation, sale, purchase, solicitation, transfer, possession, use or transport of alcoholic beverages in connection with Company-sponsored functions or events.
- j. Drivers are prohibited from failing to stay in contact with the Company or its medical review officer while awaiting the results of a drug test.

3.2 Consumption of Food or Food-Products Containing Hemp: The consumption of food and food-products containing hemp (for example, "Seedy Sweeties" and hemp oil) may cause a driver to test positive for marijuana. A test result that is positive as a result of a driver's consumption of food or food-products containing hemp will be reported as a positive test. (Refer to Section 7.3 regarding the consequences of a positive test result.)

3.3 Prohibition on Supervisor or Manager Permitting a Driver to Work: No supervisor or manager who has actual knowledge that an employee has engaged in or is engaging in conduct prohibited under this policy shall permit the employee to work or continue working under such circumstances. Any employee who has been directed not to work or directed to stop working under such circumstances must immediately comply.

3.4 Prohibition Against Working While Using Any Drug Medications Which Can Affect Safety or Performance:

- a. Except as otherwise provided in this section, the lawful use of any medication (therapeutic drugs) while performing a safety-sensitive function is prohibited to the extent such use may affect the driver's ability to perform his/her job duties safely.
- b. A driver who will use, or who is using, any medication that contains a controlled substance has an obligation to inquire and determine whether the medication the driver is using, or may use, could affect the driver's ability to perform his/her job duties safely.
- c. If the driver is or will be using any such drug medication, the driver is required to obtain from the driver's licensed medical practitioner a written statement which provides that the medication will not interfere with the driver's ability to perform the driver's job duties safely and efficiently or provides the work restrictions, if any, which the driver is subject to for the period of time the driver is taking the medication. The Company's "Certification of Driver's Authorized Use of Prescription and/or Non-prescription Medication" form is to be used for this purpose.
- d. In the event a driver is using, or will be using, drug medications which will interfere with or adversely affect the driver's ability to do his or her job duties, such information must be reported to the driver's immediate supervisor prior to commencing any safety-sensitive function, without disclosing the identity of the substance. The driver must also have the medication available for review by the Company's MRO in its original container, which must identify the medication dosage and other pertinent information about the medication.
- e. A driver may continue to work, if the Company's MRO and the licensed medical practitioner have determined that the medication will not adversely affect the driver's ability to perform the driver's safety-sensitive functions safely and efficiently, or they have determined that a reasonable accommodation can be made concerning the driver's medication. A driver will not be permitted to perform his or her safety-sensitive functions unless such a determination or reasonable accommodation has been made.

4.0 REQUIRED TESTS AND PAST TEST RESULTS INFORMATION

As required by the FMCSA's regulations, the Company will conduct drug and alcohol tests under the conditions and circumstances described below.

4.1 Pre-employment Drug Testing and Past Test Results Information:

- a. All applicants who have received a conditional offer of employment in a CMV driver position, and all existing employees who transfer to a CMV position have been conditionally approved, are required to submit to a pre-employment drug test and must receive a negative test result as a condition of employment. Such tests will be conducted prior to the time the applicant is hired or transferred.
- b. In addition to a pre-employment drug test, FMCSA's regulations require the Company to obtain the following specific information concerning an applicant's past drug and alcohol tests from the applicant's former motor carrier employers

during the previous two years: (i) alcohol tests with results of 0.04 or greater; (ii) drug tests whose results were verified positive; and (iii) all instances in which the applicant refused to be drug or alcohol tested. All such information will be obtained in a confidential manner and the Company will maintain a written confidential record with respect to each former carrier contacted. The information obtained from a previous carrier may contain alcohol and drug information which that carrier obtained on or after January 1, 1995, from another previous motor carrier employer.

1. Although FMCSA regulations only require the Company to go back three years, FMCSA requires information regarding positive test results to be maintained for 5 years. Therefore, the Company has elected to request past test results for the previous 5 years. As a condition of employment with the Company, applicants for CMV driver positions are required to complete and sign the Company's "Applicant's Authorization to Obtain Past Drug and Alcohol Test Results" form, which authorizes the applicant's former motor carriers for who the applicant drove during the preceding five years (from the date of application) to release to the Company information concerning the applicant's: (i) alcohol tests with results of 0.04 or greater; (ii) drug tests whose results were verified positive; and (iii) all instances in which the applicant refused to be drug or alcohol tested.

c. If the Company learns from the driver's previous carriers that the driver had an alcohol test result of 0.04 or greater, a verified positive drug test, or refused to be tested, the driver either will be ineligible to drive for the Company, or if hired, the driver will be terminated, unless the Company obtains evidence that the driver has complied with the referral and rehabilitation requirements set forth in part 382.605 of FMCSA's regulations.

4.2 Post-Accident Drug and Alcohol Testing:

A driver who is performing safety-sensitive functions (as defined in Section 2.18 of this policy) involving a commercial motor vehicle is required to submit to a post-accident drug and/or alcohol test as soon as practicable following the accident, under the following circumstances:

- a. Fatal Accidents: A driver who is involved in an accident which results in a death to another human being must always submit to a drug and alcohol test.
- b. Non-fatal Accidents: A driver who is involved in a non-fatal accident, must submit to a post-accident drug and alcohol test if:
 1. the driver was given a citation for a moving traffic violation involving the accident and
 2. the accident also results in one of the following:
 - (a) bodily injury to the driver or another individual, requiring immediate medical treatment away from the scene of the accident; or
 - (b) one or more of the vehicles involved in the accident incurs disabling damage (as defined in Section 2.5 of the policy), requiring the vehicle(s) to be transported away from the scene by a tow truck or other vehicle.

- (1) Drivers involved in any accident involving their vehicle must notify the Program Administrator as soon as possible to obtain information on how to proceed with the required testing. Drivers are obligated to follow the Program Administrator's instructions and, if directed to submit to post-accident drug and alcohol tests, must do so as soon as possible.
- (2) A driver who is subject to post-accident testing must remain readily available for such testing or else will be deemed to have refused to submit to such testing. However, this "readily available" requirement does not require the delay of necessary medical attention for injured people, or prohibit a driver from leaving the scene of the accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.
- (3) A driver who is required to submit to a post-accident test will be suspended after completion of the drug and/or alcohol tests. The Company also reserves the right to evaluate the conduct of the driver which may have caused or contributed to the accident, to determine if this conduct in and of itself should warrant discipline up to and including termination.

4.3 Random Drug and Alcohol Testing:

- a. Each year the Company will administer random alcohol and drug tests. Random drug tests may be conducted at any time. Random alcohol tests will only be conducted while a driver is performing safety-sensitive functions, just before the driver performs safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.
- b. The Company shall select drivers for testing using a random number table or a computer-based random number generator that is matched with the drivers' social security numbers, or other comparable identification numbers which will ensure that each driver has an equal chance of being tested each time selections are made.
- c. All random tests will be unannounced and the dates for administering the tests will be spread reasonably throughout the calendar year. The dates of random testing, locations and names of those to be tested are kept in the strictest confidence by the Program Administrator and the specimen collector.
- d. Each driver who is notified of selection for random drug or alcohol testing must proceed to the test site immediately. If the driver is performing a safety-sensitive function (refer to section 2.18) at the time of notification, the driver must cease performing the safety-sensitive function and proceed to the test site as soon as possible, but not longer than two hours from the time of notification. Drivers who do not proceed to the test site immediately upon notification of the test may be considered to have refused to submit to the test.

4.4 Reasonable Suspicion Drug and/or Alcohol Testing:

- a. A driver must submit to a reasonable suspicion drug and/or alcohol test whenever a manager or supervisor has reasonable suspicion to believe that the driver has violated the drug or alcohol prohibitions contained in this policy. Reasonable suspicion drug tests may be conducted at any time. Reasonable suspicion alcohol tests may be conducted only while

the driver is performing safety-sensitive functions, just before the driver performs safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

- b. Reasonable suspicion determinations will be based on specific, contemporaneous, and particular observations concerning the driver, including but not limited to, the driver's appearance, behavior, speech, or body odors. For drug testing, the observations may also include indications of the chronic and withdrawal effects of drugs.
- c. Documentation of the observations leading to a reasonable suspicion test will be prepared and signed by the supervisor or manager who made the observations. The supervisors and managers who will make reasonable suspicion determinations have received training on alcohol misuse and controlled substances use in accordance with the FMCSA's Regulations. The particular supervisor or manager who makes a reasonable suspicion determination will not conduct the drug or alcohol test.
- d. A driver who is directed to take a reasonable suspicion drug and/or alcohol test must submit to the test as directed. The Company shall transport or ensure transport of the driver both to and from the collection site.
- e. A driver who is requested to submit to a reasonable suspicion drug and/or alcohol test will be suspended after the completion of the tests. The Company also reserves the right to evaluate the conduct of the driver which warranted the reasonable suspicion drug or alcohol tests to determine if the conduct in and of itself should warrant discipline, up to and including termination.

5.0 SELF-IDENTIFICATION OF SUBSTANCE ABUSE PROBLEM

5.1 Consistent with and subject to the Company's policies concerning medical and personal leaves and vacations, a driver who voluntarily self-identifies himself or herself as having a drug or alcohol problem and requests assistance for such a problem will be referred to a substance abuse professional for an evaluation and, if recommended, an appropriate counseling, treatment, or rehabilitation program. The cost of counseling, treatment or rehabilitation is the driver's responsibility. (For further details concerning the employee's payment obligations, employees should refer to their medical insurance plan.)

5.2 This request must be made before the driver is directed or otherwise required to submit to a drug or alcohol test required by DOT or this policy.

5.3 Once leave commences, periodic certification that the employee is actively continuing to participate in the program, together with progress reports, shall also be required. As a further condition of taking such leave, the employee will be required to authorize the attending substance abuse professional to communicate directly with the Company, including to release the employee's relevant treatment records to the Company, except as federal or state law may otherwise require. All such oral and written communications between the substance abuse professional and the Company shall be treated as confidential.

5.4 Except where federal or state law prohibits, all leave time taken for the

evaluation, counseling, treatment, or rehabilitation will be counted against the leave to which the employee may be entitled under the federal or state Family and Medical Leave Laws.

5.5 Prior to the time such leave begins, the driver will be required to execute the Company's "Agreement for Treatment and Conditions for Continued Employment." This agreement provides, among other things, that before a driver will be permitted to return to his/her driving duties or perform other safety-sensitive functions for the Company, the driver will be required to submit to post-voluntary rehabilitation return-to-duty drug test and/or post-voluntary rehabilitation return-to-duty alcohol test and must receive a negative result. The agreement also provides that the driver may be required to submit to post voluntary rehabilitation follow-up drug tests and/or post-voluntary rehabilitation follow up alcohol tests after returning to work, if directed by the treating substance abuse professional. Any return-to-duty and follow-up drug and/or alcohol tests performed under this section of the policy will be conducted as permitted by and in accordance with the applicable state or local law, if any. Where there is no applicable state or local law, or where such laws do not provide specific detailed procedures governing such testing, the Company will follow the Federal Procedures for Transportation Workplace Drug and Alcohol Testing Programs, 49 C.F.R. Part 40, as amended.

6.0 DRUG AND ALCOHOL TESTING PROCEDURES

As required by the FMCSA's rules, the Company's drug and alcohol testing procedures comply with the Federal Procedures for Transportation Workplace Drug and Alcohol Testing Programs, 49 C.F.R. Part 40, as amended. (A copy may be obtained from the Program Administrator.) These procedures ensure the integrity, confidentiality, and reliability of the testing processes, safeguard the validity of the test results and ensure that these results are attributed to the correct driver. Further, these procedures minimize the impact upon the privacy and dignity of persons undergoing such tests. The following provides a summary of the federal procedures.

6.1 Drug Testing Procedures:

- a. **Drugs Being Tested For:** The drugs specifically being tested for include: marijuana, opiates, amphetamines, cocaine, and phencyclidine (PCP) and their metabolites.
- b. **Chain-of-custody and Laboratory:** For purposes of conducting drug tests, the Company has established a chain-of-custody procedure for the collection and analysis of urine samples that will verify the identity of each sample and test result. All drug tests conducted pursuant to this policy shall be performed by laboratories which are certified by the Department of Health and Human Services (DHHS).
- c. **Confirmation and Review of Drug Test Results:**
 1. All positive drug test results will be confirmed by gas, chromatography, and mass spectrometry (GC/MS). All confirmed positive drug test results will be reviewed by a medical review officer ("MRO") to determine whether there is any legitimate explanation for the positive test result. This review may include a medical interview, review of the applicant's

or driver's medical history, or review of any other relevant biomedical factors and all medical records made available by the tested individuals.

2. Individuals testing positive will be given the opportunity to discuss with the MRO any legitimate explanation for the positive test result. If, after speaking with the driver, the MRO determines that there is a legitimate medical explanation for the confirmed positive test result, the MRO will report the test result as "negative" to the Program Administrator or a designated representative. If the MRO determines that there is no legitimate explanation for the confirmed positive test result, the result will be verified as a confirmed "positive" test result by the MRO.
3. Under the circumstances set forth in 49 C.F.R. Part 40, the MRO is permitted to verify a test result as a confirmed "positive" without first communicating directly with the driver. In the event that serious illness, injury or other unavoidable circumstances prevented the driver from being contacted by the MRO or a designated Company representative, however, the MRO may reopen the verification process to permit the driver to provide information concerning a legitimate explanation for the "positive" test (Refer to Section 3.1.j. of the policy concerning the driver's duty to remain in contact with the Company and MRO).

- d. Right to Have Split-sample Analyzed: All applicants and drivers whose primary urine sample is verified "positive" have the right to request that their split-sample be analyzed in a different DHHS certified laboratory, selected by the Company, for the presence of the drug(s) for which a "positive" result was obtained. The request must be made to the MRO within 72 hours of being notified by the MRO of a verified "positive" test result. If the split-sample fails to reconfirm the presence of the drug(s) found in the primary sample, or if the split sample is unavailable, inadequate for testing or un-testable, the MRO shall cancel the test and report the cancellation and the reasons for it to the Program Administrator or a designated representative and the tested individual. However, if the split-sample reconfirms the presence of the drug(s) or drug metabolite(s), the MRO will notify the Program Administrator or a designated representative and the tested individual of the test results.
- e. Inability to Provide Adequate Amount of Urine Sample: Applicants and drivers must provide a urine sample of at least 45 milliliters of urine for a drug test. If the tested individual is unable to provide such a quantity of urine, then the tested individual will be instructed to drink a set amount of fluids and after a set period of time, again attempt to provide a complete sample. If an applicant refuses to drink the fluids as directed, or to provide a new urine sample, this will constitute a refusal to submit to a test and the applicant will be ineligible for employment with the Company. If a driver refuses to drink the fluids as directed or to provide a new urine sample, this will constitute a refusal to submit to testing and the driver will be terminated. If a driver has not provided a sufficient sample within a certain time period after the first unsuccessful attempt to provide the sample, the Company will direct the driver to obtain, as soon as possible, a medical evaluation from a physician selected by the Company. If the physician determines that there is no legitimate medical explanation for the driver's failure to provide an adequate amount of urine, this will constitute a refusal to submit to a test and the driver will be terminated.

- f. Altered or Substituted Urine Samples: Procedures for collecting urine samples allow an individual privacy unless there is a reason to believe that a particular individual has altered or substituted, or attempted to alter or substitute, the sample, as defined in the Federal Procedures For Transportation Workplace Drug Testing Programs, 49 C.F.R. Part 40. In such cases, a sample may be obtained under the direct observation of a specimen collector of the same gender as the individual being tested.

6.2 Alcohol Testing Procedures:

- a. How Tests Will be Performed: Alcohol screening tests will be performed by a screening test technician ("STT") using a non-evidential screening device, or by a breath alcohol technician ("BAT") using an evidential breath testing device ("EBT"). The Company ensures that the STTs are proficient in the operation of non-evidential screening devices and that the BATs are proficient in the operation of EBTs. In addition, the Company uses only non-evidential alcohol screening devices and EBTs which are listed on the conforming products list issued by the National Highway Traffic Safety Administration.
- b. Confirmation of Alcohol Test Results: If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test will be performed using an EBT. The confirmation test will be conducted within 30 minutes from the end of the screening test. The confirmation test result is the final result upon which any discipline or other action taken under the Company's policy shall be based.
- c. Inability to Provide Adequate Amount of Specimen for Alcohol Testing:
 - 1. If a driver fails to provide or claims that he or she is unable to provide a sufficient amount of breath to permit a valid breath test because of a medical condition, the Company will require the driver to be evaluated by a physician selected by the Company. If the physician determines that the driver's alleged medical condition could not preclude the driver from providing an adequate amount of breath, this will constitute a refusal to test, and the driver will be terminated.
 - 2. If the driver is unable to provide sufficient saliva to complete a test on a saliva screening device, the STT shall conduct a new test, using a new device. If the driver refuses to complete the new test, this will constitute a refusal to submit to a test and the driver will be terminated. If the new test is completed, but there is an insufficient amount of saliva to activate the device, the driver shall immediately take an alcohol test using an EBT. If the driver refuses to submit to the test using an EBT, the driver will be terminated.

7.0 CONSEQUENCES FOR POLICY VIOLATIONS

The consequences discussed below apply to applicants and drivers who are found to have violated this policy. Regardless of the discipline imposed, however, FMCSA's regulations require drivers who engage in any prohibited conduct under this policy to be advised of available resources for evaluating and resolving problems associated with

drug use and alcohol misuse, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs. This information will be provided through the Company's Human Resource Department.

7.1 Automatic Removal from Safety-Sensitive Functions: FMCSA's Regulations require drivers who violate this policy in any way to be immediately removed from their safety sensitive functions. Such drivers are prohibited from performing, or being permitted to perform, a safety-sensitive function, including driving Company trucks and motor vehicles with gross vehicle weight ratings between 10,001 and 26,000 pounds.

7.2 Refusal to Submit: Any driver who refuses to submit to a test will be terminated. Applicants who refuse to submit to a test will be ineligible for employment with the Company. Refer to Section 2.20 concerning what actions will constitute a driver's "refusal to submit."

7.3 Positive Test Results:

a. Applicants:

1. All applicants who receive a verified confirmed positive drug test result will be ineligible for employment with the Company.

b. Drivers:

1. Temporary Suspension: Any driver who is required to submit to a reasonable suspicion or post-accident drug or alcohol test pursuant to this policy will be temporarily suspended.

2. Confirmed Positive Drug Test and Alcohol Test Results of 0.04 or Greater: If a driver receives a confirmed positive drug test or an alcohol test result of 0.04 or greater, for the first time, the driver will be terminated from employment.

3. Positive Alcohol Test Results of 0.02 or Greater but Less Than 0.04: A driver who receives a confirmed alcohol test result of 0.02 or greater, but less than 0.04, for the first time, will be suspended for at least 24 hours. A driver who receives a confirmed positive alcohol test result of 0.02 or greater for a second time will be terminated.

4. Fitness-for-duty Evaluation in the Event of Driver's Legal and Authorized Use of a Controlled Substance: Whenever an employee is required to submit to a reasonable suspicion drug test and receives a positive test result caused by the employee's legal and authorized use of a controlled substance, the Company will require the employee to submit to a fitness-for-duty evaluation. An employee who tests "negative" may also be required to submit to a fitness-for-duty evaluation. The evaluation may include a review of the employee's medical records and/or a medical examination. The purpose of the evaluation is to determine whether the employee poses a significant risk of substantial harm to the health and safety of the employee or others in the workplace, including customers and visitors. Employees will be required to provide the necessary authorizations for obtaining the medical records and conducting the examination. Depending upon the results of the

evaluation, the Company will consider whether the safety of health risk can be eliminated or sufficiently reduced by a reasonable accommodation, if applicable.

7.4 Other Policy Violations: Drivers who commit policy violations other than those addressed in Sections 7.2 and 7.3 above will be subject to discipline, up to and including, immediate termination. Applicants who violate this policy will be ineligible for employment with the Company.

8.0 NOTIFICATION OF TEST RESULTS

Applicants will be notified of the results of pre-employment drug test, if the applicant requests his/her test results within 60 days of being notified of the disposition of the employment application. Drivers will be advised of drug test results which are verified "positive" and the drug or drugs of which a "positive" result was verified. Drivers will be notified of the results of their alcohol tests immediately after the administration of the screening test and, if necessary, the Confirmatory test.

9.0 TESTING EXPENSES AND COMPENSATION FOR TESTS

The Company will pay for drug and alcohol tests related expenses as follows:

9.1 All drug and alcohol tests required to be taken by drivers or applicants under this policy, including confirmation tests will be paid for by the Company. The Company will also pay for the analysis of the driver's split-sample. Any test taken at a driver's request will be at the driver's expense, unless the result of the test is "negative". Applicants will be required to pay for split-sample tests in all locations but will be reimbursed by the Company if the result is "negative." The Company will also pay for the cost of the driver's transportation to the test site if the test is conducted at a place other than the driver's normal work site.

9.2 All time spent by drivers providing a specimen required under this policy, including travel time to and from the collection site, will be considered as on-duty time. The driver will receive his or her regular compensation, including overtime, if applicable for such time.

10.0 RECORDKEEPING, ACCESS TO RECORDS AND CONFIDENTIALITY OF TEST RESULTS

10.1 The Company will maintain records related to its drug and alcohol testing program as required by the FMCSA's Regulations. These records will be maintained in a secure location with controlled access and will not be released to any person except as required by law or expressly authorized by the driver.

10.2 The laboratory may disclose drug test results only to the MRO. The MRO, STT and BAT may disclose test results only to the individual tested, designated Company representatives, a treatment program, or a court of law or administrative tribunal to the extent required by law. Beyond that, a driver's test results shall not be released to any person without the individual's written consent.

11.0 INSPECTIONS

11.1 Inspections of Company Property: The Company may conduct unannounced random inspections for drugs and alcohol on Company facilities and property such as, but not limited to, Company vehicles, desks, file cabinets, and Company-issued employee lockers. Drivers are expected to cooperate in the conduct of such inspections. Inspections of Company facilities and property may be conducted at any time and need not be based on reasonable suspicion.

11.2 Inspections of Driver Property: Inspections of drivers and their personal property such as, but not limited to, vehicles, clothing, packages, purses, briefcases, lunch boxes, or other containers brought onto or being taken from company premises may be conducted when there is reasonable suspicion to believe that the driver may have or has violated the drug or alcohol prohibitions contained in this policy.

12.0 EMPLOYEE ASSISTANCE PROGRAM (EAP)

As part of the Company's commitment to provide a safe, healthy, and efficient working environment for our employees, the Company maintains an Employee Assistance Program (EAP). The EAP provides information concerning the effects and consequences of alcohol and drug use on an individual's health, work, and personal life and signs and symptoms of an alcohol or drug problem. In addition, the EAP provides referral services to drivers and their families seeking help with problems resulting from alcohol misuse and drug use. Participation in this program is voluntary and confidential. The EAP may discuss available counseling, treatment and rehabilitation programs, fiscal responsibilities, and can help the employee decide what program might be best for his or her situation. For further information, call the Human Resources Department.

13.0 EFFECTS OF ALCOHOL AND DRUGS

Introduction: As professionals in transportation, we all have a responsibility to ourselves and to our co-workers to do our job safely. If one link is compromised because of a fellow driver on drugs, we are all in serious danger. You are in an important position, one with a lot of responsibility. Do not jeopardize your career by using alcohol at work or taking drugs. Do not allow another driver to fall victim to alcohol and drugs.

13.1 Health

a. Alcohol: A depressant drug that dulls the brain so that it does not function properly. To your body, it is much like an anesthetic. These are examples of what alcohol does to your body:

1. Dulls decision making ability
2. Hinders coordination
3. Blurs and distorts vision
4. Causes drowsiness
5. Slows reaction time
6. Impairs ability to judge distance
7. Gives an exaggerated sense of competence

The last impairment listed is probably the worst. Instead of realizing that you are an impaired driver, you may have the sense that you are doing fine. Alcohol is particularly dangerous because it is absorbed directly into the blood stream without being digested.

b. Drugs: Drugs interfere with driving skills. Specified effects depend on the type of drug consumed.

c. Marijuana: This drug impairs muscle coordination, reasoning, vision and tracking ability. Perhaps the most dangerous effect is that the person

using the drug thinks he or she is in perfect control. When a person uses marijuana, the heart beats somewhat faster, the mouth and eyes may become dry and the whites may be red. Long-term regular use of marijuana can irritate the respiratory tract and produce lung and bronchial disease. A single marijuana cigarette affects normal driver performance for up to six hours, slowing reflexes and response to highway events. Marijuana is stored in the fatty tissues of the body for up to thirty days. If a drug like marijuana has this kind of effect on the driving capabilities of a user, imagine the effects of stronger drugs.

- d. Opiates: The class of drugs derived from morphine and other opium compounds. There are many of these depressant compounds. Their physical effects include relief of pain, suppression of the brain's cough center and stimulation of the vomiting center, relaxation, and drowsiness. They may actually induce sleep. Opiates cause the pupils of the eyes to contract, sometimes to tiny pinpoint. Larger doses cause nausea, vomiting and depression of breathing resulting in death.
- e. Amphetamines: Synthetic stimulants, the chemical structure of which resembles those of adrenaline and noradrenaline, the body's own stimulants. The physical effects of amphetamines include stimulation. People take them to stay awake or keep alert, but they do not understand that they are very harmful to the body's normal system, especially when driving.
- f. Cocaine: A stimulant derived from coca, a shrub native to South America, cocaine in powder form is snorted, shot intravenously, eaten or in its rock form ("Crack") is smoked. The stimulant's effects are very fast and very intense. Once cocaine is used, the rush lasts only about 5 to 15 minutes. Your heart rate increases rapidly, and your body's metabolism is elevated above normal levels. Sometimes this increase causes instant heart failure.
- g. Phencyclidine (PCP): Invented in a pharmaceutical laboratory in the late 1950s, PCP was discontinued for use in humans. PCP comes in pill and powder form. The powder form called "angel dust" can be sprinkled in marijuana joints or it can be dissolved and sprayed on them. It decreases sensitivity to pain, and you lose contact with reality. It also causes dizziness, nausea, flushing, sweating and abnormal movements of the eyes. It creates a drunk-like state and distortion of time and space perception. An overdose can cause convulsions, coma, and death.

13.2 Workplace

- a. Alcohol: Presents danger when drivers use it in the workplace or on the highway. Approximately 25,000 people die every year in alcohol related accidents. As a professional driver, it is your responsibility to be in top condition at all times. Anything that interferes with reflexes, coordination and reaction time should be avoided. Alcohol falls into that classification. Alcohol affects your ability to perform simple tasks. It takes very little alcohol before your driving skill is impaired.
- b. Controlled Substances: Have no place in a person's lifestyle, especially at

work. Simple tasks cannot be performed, the ability to judge time and space is diminished and safety for all workers is jeopardized when drugs are used in the workplace.

14.0 Drug and Alcohol Clearinghouse

Beginning January 4, 2020, Part 382.601(b)(12) requires that the following personal information collected and maintained under this part shall be reported to the FMCSA Drug and Alcohol Clearinghouse:

- A verified positive, adulterated, or substituted drug test result.
- An alcohol confirmation test with a concentration of 0.04 or higher.
- A refusal to submit to any test required by subpart C of this part.
- An employer's report of actual knowledge, as defined at §382.107
 - On duty alcohol use pursuant to §382.205.
 - Pre-duty alcohol use pursuant to §382.207.
- Alcohol use following an accident pursuant to §382.209; and
 - Controlled substance use pursuant to §382.213;
 - A substance abuse professional (SAP as defined in §40.3 of this title) report of the successful completion of the return-to-duty process.
 - A negative return-to-duty test; and
 - An employer's report of completion of follow-up testing.

Certificate of Receipt

I certify that I have received a copy of the KLS Underground, INC Controlled Substances and Alcohol Abuse Policy.

I understand that the management of the Company is available to discuss all aspects of this policy, should I have any questions.

I agree to comply with the Federal Motor Carrier Safety Regulations Part 382 and Part 40 dealing with the use and possession of controlled substances and alcohol, as well as Company policies listed herein.

Name:

Signature: _____

__ Date: ____/____/____

I certify that I have given the above named person, a copy of the Your Client Name Controlled Substances and Alcohol Abuse Policy.

I have discussed and/or made myself available to answer any questions regarding the policy.

Name: _____ Signature:

_____ Title:

_____ Date:

_____/_____/_____

Previous Projects

Project Name	Customer
Lead Service Line Replacement	City of Three Rivers, MI
Lead Line Replacement	City of Niles, MI
Tract 6 Lead Service and Water Main Replacements	City of Fort Wayne
Water Service Investigation	Village of Decatur
Tract 20 Lead Service and Water Main Replacements	City of Fort Wayne

List of Former Business Names


HTK Leasing, Inc.

Statement About Staffing Capabilities

At KLS Underground we currently have 75 employees on staff and are very efficient with completing projects. We have a diverse group of employees, equipment, and experience to complete the project on or before the

Statement About Employee Classification

Our staff who will perform work on this project will be properly classified as an employee, and we will fo

Signed By: 
Construction Manager

Date: 5-11-26

Description

Replace Lead Service Lines

Replace Lead Service Lines

Replace Lead Service Lines and New Water Main Installation

Investigation of Water Services, Public and Private Side

Replace Lead Service Lines and New Water Main Installation

jects on-time and to the standards our customers demand. We
projects deadlines.

llow all applicable state and federal laws and local ordinances.

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Signatory Memorandum- KLS Underground INC

This memorandum serves to formally designate Rob Fisher, Engineer/Project Estimator, as an authorized signatory exclusively for the submission and execution of bids, proposals, and related bidding documents on behalf of KLS Underground INC.

Scope of Authority

Effective immediately and until further notice or revocation in writing:

- Rob Fisher is hereby authorized to sign, execute, and submit all bids, bid proposals, quotations, tender documents, bid bonds, and any ancillary paperwork required for the bidding process on behalf of KLS Underground INC.
- This authorization is **limited solely to bidding and procurement-related submissions**. It does not extend to:
 - Obligating company funds beyond bid securities (if applicable).
 - Any other financial, legal, or operational commitments.
 - Representing the company in negotiations, awards, or post-bid activities unless separately authorized.

Revocation

This designation may be revoked or modified at any time by written notice from Kevin Sharick, President or another duly authorized executive. Upon revocation, Rob Fisher must cease all use of this authority immediately.

Effective Date


This authorization takes effect on February 12, 2026.



Kevin Sharick

On this 12 day of February, 2026, before me, Alan Albarran, the undersigned Notary Public, personally appeared Kevin Sharick, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein contained.

WITNESS my hand and official seal.



Signature of Notary Public

Alan Albarran

Notary Public, State of Michigan

County of St Joseph

My Commission Expires: 07-23-2031

ALAN ALBARRAN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF ST JOSEPH
My Commission Expires July 23, 2031
Acting In the County of St Joseph

St Joseph



Search



[LIST OF CERTIFIED COMPANIES](#)

List of Certified Companies

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2. Download a current listing of [Certified Companies Excel](#) (inclusive of supplemental changes).
3. View the current listing below.

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A

ACE American Insurance Company

(NAIC #22667)

BUSINESS ADDRESS: 436 Walnut Street P.O. Box 1000, Philadelphia, PA 19106

PHONE: (215) 640-1000

UNDERWRITING LIMITATION b/: \$519,109,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA,

United Fire & Casualty Company

(NAIC #13021)

BUSINESS ADDRESS: P.O. BOX 73909, CEDAR RAPIDS, IA 52407 -3909

PHONE: (319) 399-5700

UNDERWRITING LIMITATION b/: \$60,779,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Iowa

UNITED FIRE & INDEMNITY COMPANY

(NAIC #19496)

BUSINESS ADDRESS: P.O. BOX 73909, CEDAR RAPIDS, IA 52407 -3909

PHONE: (319) 399-5700

UNDERWRITING LIMITATION b/: \$2,158,000

SURETY LICENSES c,f/: AL, CO, IN, KY, LA, MS, MO, NM, TX

INCORPORATED IN: Texas

United States Fidelity and Guaranty Company

(NAIC #25887)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183

PHONE: (860) 277-0111

UNDERWRITING LIMITATION b/: \$96,403,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY

INCORPORATED IN: Connecticut

United States Fire Insurance Company

(NAIC #21113)

BUSINESS ADDRESS: 305 MADISON AVENUE, MORRISTOWN, NJ 07960

PHONE: (973) 490-6600

UNDERWRITING LIMITATION b/: \$251,791,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI,

SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY
INCORPORATED IN: Delaware

United States Surety Company

(NAIC #10656)

BUSINESS ADDRESS: 225 Schilling Circle, Suite 265-270, Hunt Valley, MD 21031

PHONE: (410) 453-9522

UNDERWRITING LIMITATION b/: \$5,837,000

SURETY LICENSES c,f/: CT, DE, DC, FL, GA, ME, MD, MA, NH, NJ, NY, NC, OH, PA, RI, SC, TN, VT,
VA, WV

INCORPORATED IN: Maryland

UNITED SURETY AND INDEMNITY COMPANY

(NAIC #44423)

BUSINESS ADDRESS: PO Box 2111, San Juan, PR 00922 -2111

PHONE: (787) 273-1818

UNDERWRITING LIMITATION b/: \$7,760,000

SURETY LICENSES c,f/: PR

INCORPORATED IN: Puerto Rico

Universal Fire & Casualty Insurance Company

(NAIC #32867)

BUSINESS ADDRESS: 2850 DIXIE HWY, SUITE 100, WATERFORD, MI 48328

PHONE: (616) 662-3900

UNDERWRITING LIMITATION b/: \$6,918,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA,
MD, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, PA, RI, SC, SD, TN, TX, UT, VT,
VA, WA, WV, WI, WY

INCORPORATED IN: Indiana

UNIVERSAL INSURANCE COMPANY

(NAIC #31704)

BUSINESS ADDRESS: GPO BOX 71338, SAN JUAN, PR 00936

PHONE: (787) 706-7155

UNDERWRITING LIMITATION b/: \$40,823,000