

1316 COUNTY-CITY BUILDING
227 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601-1830



PHONE 574/235-9251
FAX 574/235-9171

CITY OF SOUTH BEND JAMES MUELLER, MAYOR
BOARD OF PUBLIC WORKS

September 9, 2025

Mr. Brett Bowman
Etna Supply Company
1212 S. Walnut St.
South Bend, IN 46619
bbowman@etnasupply.com

RE: Quotation Award – The Pointe at Riverwalk Utility Materials – Project No. 124-069M

Dear Mr. Bowman:

At its September 23, 2025 meeting, the Board of Public Works awarded the above referenced quotation to you in the amount of \$63,838.79.

Please forward the following documents **in one submittal by October 14, 2025** to my attention for Board of Public Works approval at hhorvath@southbendin.gov :

- 1) One (1) signed original of the Contract (enclosed); and
- 2) Certificate of Insurance naming the City of South Bend as an additional insured.

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

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk

Enclosures
HH

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

This Agreement is made and entered into this 23rd Day of September 2025, by and between Etna Supply Company, (the "Contractor"), and the Board of Public Works (the "Board").

The Contractor covenants and agrees to make the following improvement, as fully set out in the Request for Quotations, Standard Specifications, Special Provisions, Plans, and Bid Proposals, all of which are set forth as a part of this Contract, for:

<u>PROJECT NO.</u>	124-069M
<u>DESCRIPTION:</u>	<u>THE POINTE AT RIVERWALK UTILITY MATERIALS</u>
<u>COMPLETION DATE:</u>	<u>SEE SPECIFICATIONS</u>
<u>AMOUNT:</u>	\$63,838.79
<u>FUNDING:</u>	Pr-00043008

The unit prices for this improvement were those prices as received and accepted by the Board on the 23rd Day of September, 2025.

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

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

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS



Elizabeth A. Maradik, President



Gary A. Gilot, Member



Murray L. Miller, Member



Joseph R. Molnar, Vice President



Breana Micou, Member



Attest: Hillary R. Horvath, Clerk

Date: September 23, 2025

ETNA SUPPLY COMPANY

Printed Name

Signature

1316 COUNTY-CITY BUILDING
227 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601-1830



PHONE 574/235-9251
FAX 574/235-9171

CITY OF SOUTH BEND JAMES MUELLER, MAYOR
BOARD OF PUBLIC WORKS

September 23, 2025

Ms. Teresa C. Butler
BUC Construction Supply, Inc.
2304 Brothers Drive, Suite F
Lafayette, IN 47909
tc@bucconstructionsupply.com

RE: Quotation Award – The Pointe at Riverwalk Utility Materials – Project No. 124-069M

Dear Ms. Butler:

At its September 23, 2025, meeting, the Board of Public Works awarded the above referenced quotation to Etna Supply Company in the amount of \$63,838.79.

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

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

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk

Enclosures
HH

1316 COUNTY-CITY BUILDING
227 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601-1830



PHONE 574/235-9251
FAX 574/235-9171

CITY OF SOUTH BEND JAMES MUELLER, MAYOR
BOARD OF PUBLIC WORKS

September 23, 2025

Mr. Jorge Camacho
Core & Main
731 West Ireland Rd.
South Bend, IN 46614
Jorge.camacho@coreandmain.com

RE: Quotation Award – The Pointe at Riverwalk Utility Materials – Project No. 124-069M

Dear Mr. Camacho:

At its September 23, 2025 meeting, the Board of Public Works awarded the above referenced quotation to Etna Supply Company in the amount of \$63,838.79.

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

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

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk

Enclosures
HH



INTER-OFFICE MEMORANDUM

DEPARTMENT OF PUBLIC WORKS DIVISION OF ENGINEERING

TO: Hillary Horvath, Clerk
Board of Public Works

FROM: Gemma Stanton
Project Engineer, Division of Engineering

SUBJECT: 124-069M The Pointe at Riverwalk Utility

DATE: September 15, 2025

On September 9th, 2025 the Board of Public Works opened and read quotes for the above project. Six quotes were received and the totals for the base bid and alternate bids are shown below:

<u>Quoter</u>	<u>Total Quote</u>
BUC Construction Supply	\$76,962.74
Etna Supply	\$63,838.79
Core & Main	\$97,788.60

Mathematical errors were found in each quoter's provided documentation. However, it was confirmed that Etna Supply had the lowest quote regardless of any errors. Etna Supply confirmed that the unit pricing is correct and the total in the quote tabulation reflects the correct price.

Engineering recommends award of the quote to the lowest responsive and responsible quoter, Etna Supply, in the amount of \$63,838.79.

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

Please respond with any questions (EXT 9083).

Enc. Quote Tabulation




QUOTE TABULATION
The Pointe at Riverwalk Utility Materials
Proj 124-069M

ITEM NO	DESCRIPTION	UNIT	QTY	BUC Construction Supply		Etna Supply		Core and Main	
				Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	Stormceptor STC 450i	EA	1	\$16,250.00	\$16,250.00	\$13,160.00	\$13,160.00	\$15,385.00	\$15,385.00
2	12" HDPE	LFT	340	\$6.19	\$2,104.60	\$6.05	\$2,057.00	\$6.70	\$2,278.00
3	8" HDPE	LFT	380	\$3.54	\$1,345.20	\$3.54	\$1,345.20	\$2.75	\$1,045.00
4	8 X 6 WYE HDPE	EA	10	\$99.87	\$998.70	\$108.87	\$1,088.70	\$92.00	\$920.00
5	8 X 6 REDUCER HDPE	EA	3	\$23.56	\$70.68	\$26.18	\$78.54	\$30.00	\$90.00
6	6" HDPE	LFT	180	\$2.02	\$363.60	\$2.06	\$370.80	\$2.20	\$396.00
7	6" 45 HDPE	EA	16	\$25.46	\$407.36	\$28.29	\$452.64	\$28.30	\$452.80
8	6" 90 HDPE	EA	11	\$25.46	\$280.06	\$28.29	\$311.19	\$27.00	\$297.00
9	6" CLEANOUT	EA	2	\$193.21	\$386.42	\$93.34	\$186.68	\$103.75	\$207.50
10	DOWNSPOUT CONNECTION	EA	11	\$174.31	\$1,917.41	\$21.85	\$240.35	\$29.60	\$325.60
11	8" PVC SDR 35	LFT	210	\$7.90	\$1,659.00	\$7.25	\$1,522.50	\$7.90	\$1,659.00
12	8 X 6 WYE PVC	EA	11	\$84.00	\$924.00	\$70.00	\$770.00	\$79.65	\$876.15
13	6" PVC SDR 35	LFT	364	\$4.35	\$1,583.40	\$4.00	\$1,456.00	\$4.35	\$1,583.40
14	6" WYE PVC	EA	13	\$54.00	\$702.00	\$44.50	\$578.50	\$54.25	\$705.25
15	6" 45 PVC	EA	33	\$27.00	\$891.00	\$22.85	\$754.05	\$27.80	\$917.40
16	6" CLEANOUT	EA	13	\$51.00	\$663.00	\$17.67	\$229.71	\$47.80	\$621.40
17	6" CAP PVC	EA	13	\$16.50	\$214.50	\$6.85	\$89.05	\$16.55	\$215.15
18	8" DIP CL 50	LFT	234	\$35.29	\$8,257.86	\$34.92	\$8,171.28	\$35.15	\$8,225.10
19	8" 45 PVC	EA	1	\$77.00	\$77.00	\$63.94	\$63.94	\$77.85	\$77.85
20	8" PLUG	EA	1	\$36.00	\$36.00	\$29.81	\$29.81	\$36.80	\$36.80
21	8 X 6 TEE PVC	EA	1	\$74.00	\$74.00	\$61.10	\$61.10	\$74.40	\$74.40
22	1" K COPPER	LFT	565	\$11.63	\$6,570.95	\$10.87	\$6,141.55	\$12.45	\$7,034.25
23	1" CORP STOP AND BOX	EA	13	\$178.00	\$2,314.00	\$485.00	\$6,305.00	\$334.80	\$4,352.40
24	1" FITTINGS	EA	20	\$35.00	\$700.00	\$27.61	\$552.20	\$75.90	\$1,518.00
25	30" INLET	EA	1	\$770.00	\$770.00	\$650.00	\$650.00	\$498.35	\$498.35
26	48" INLET	EA	3	\$2,622.00	\$7,866.00	\$800.00	\$2,400.00	\$2,862.75	\$8,588.25
27	48" STORM MANHOLES	EA	3	\$1,580.00	\$4,740.00	\$800.00	\$2,400.00	\$4,041.40	\$12,124.20
28	48" SANITARY MANHOLES	EA	3	\$1,970.00	\$5,910.00	\$800.00	\$2,400.00	\$6,429.45	\$19,288.35
29	4" ADJUSTING RINGS	EA	10	\$46.00	\$460.00	\$89.00	\$890.00	\$42.70	\$427.00
30	6" ADJUSTING RINGS	EA	10	\$115.00	\$1,150.00	\$134.00	\$1,340.00	\$60.00	\$600.00
31	EJW 1022 M1 CASTING	EA	3	\$375.00	\$1,125.00	\$344.00	\$1,032.00	\$329.00	\$987.00
32	EJW 7010 M1 CASTING	EA	4	\$520.00	\$2,080.00	\$520.50	\$2,082.00	\$498.00	\$1,992.00
33	EJW 1040A CASTING	EA	3	\$382.00	\$1,146.00	\$608.00	\$1,824.00	\$420.00	\$1,260.00
34	EJW 1578 CASTING	EA	15	\$195.00	\$2,925.00	\$187.00	\$2,805.00	\$182.00	\$2,730.00
				\$76,962.74		\$63,838.79		\$97,788.60	

Non-Collusion Affidavit	Yes	Yes	Yes
Addendums 1 and 2	Yes	Yes	No

Numbers highlighted in Yellow were errors on original documentation. Quantities shown on bid tabulation are correct sums.

I hereby certify that the above truly and accurately represents bids received for this project on September 9th, 2025


Gemma Stanton, Project Engineer

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



Project Name The Pointe at Riverwalk Utility Materials
Project No. 124-069M
For Bids Due September 9th, 2025, 9:00 a.m., Local Time

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

Date: 9/8/25 Firm: ETNA Supply Company
Address: 1212 S. Walnut St.
City/State/Zip: South Bend IN 46619 Telephone Number: (574) 287-0132
Email Address: Bbowman@etnasupply.com
Agent of Bidder (if Applicable): Brett Bowman
Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of:

The Pointe at Riverwalk Utility Materials

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

The City of South Bend, Department of Public Works

and dated 9/8/25 for the sum of (enter the Total Quote as shown on the Proposal)

fifty nine thousand thirty eight dollars ⁷⁹/₁₀₀ (\$ 59,038.79)
(Enter Sum of Total Quote plus Alternates shown on Proposal) (Numerical)

If alternative quotes apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the City of South Bend. If the quote is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

By

Brett Bowman

(Signature)

Brett Bowman

(Printed Name of Person Signing)

ACCEPTANCE

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

Subject to the following conditions: _____

BOARD OF PUBLIC WORKS

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS

Elizabeth A. Maradik

Elizabeth A. Maradik, President

Gary A. Gilot

Gary A. Gilot, Member

Murray L. Miller

Murray L. Miller, Member

Joseph R. Molnar

Joseph R. Molnar, Vice President

Breana Micou

Breana Micou, Member

Hillary R. Horvath

Attest: Hillary R. Horvath, Clerk

Date: September 23, 2025



QUOTE/PROPOSAL CITY OF SOUTH BEND

Project Name The Pointe at Riverwalk Utility Materials
Project No. 124-069M
For Bids Due September 9th, 2025, 9:00 a.m., Local Time

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Stormceptor STC 450i	EA	1	13,160	13,160
2	12" HDPE	LFT	340	6.05	2057.00
3	8" HDPE	LFT	380	3.54	1345.20
4	8 X 6 WYE HDPE	EA	10	108.87	1088.70
5	8 X 6 REDUCER HDPE	EA	3	26.18	78.54
6	6" HDPE	LFT	180	2.06	370.80
7	6" 45 HDPE	EA	16	28.29	452.64
8	6" 90 HDPE	EA	11	28.29	311.19
9	6" CLEANOUT	EA	2	93.34	186.68
10	DOWNSPOUT CONNECTION	EA	11	21.85	240.35
11	8" PVC SDR 35	LFT	210	7.25	1522.50
12	8 X 6 WYE PVC	EA	11	70	770.00
13	6" PVC SDR 35	LFT	364	4.00	1456.00
14	6" WYE PVC	EA	13	44.50	578.50
15	6" 45 PVC	EA	33	22.85	754.05
16	6" CLEANOUT	EA	13	17.67	229.71
17	6" CAP PVC	EA	13	6.85	89.05
18	8" DIP CL 50	LFT	234	34.92	8,171.28
19	8" 45 PVC	EA	1	63.94	63.94
20	8" PLUG	EA	1	29.81	29.81
21	8 X 6 TEE PVC	EA	1	61.10	61.10
22	1" K COPPER	LFT	565	10.87	6,141.55
23	1" CORP STOP AND BOX	EA	13	485	6,305.00
24	1" FITTINGS	EA	20	27.61	552.20
25	30" INLET	EA	1		
26	24" INLET	EA	3		
27	48" STORM MANHOLES	EA	3		
28	48" SANITARY MANHOLES	EA	3		
29	4" ADJUSTING RINGS	EA	10		
30	6" ADJUSTING RINGS	EA	40		
31	EJIW 1022 M1 CASTING	EA	3		
32	EJIW 7018 M1 CASTING	EA	4		
33	EJIW 1040A CASTING	EA	3		
34	EJIW 1578 CASTING	EA	15		

CONTINUED ON NEXT PAGE

25	30" INLET	EA	1	650.00	650.00
26	48" INLET	EA	3	800.00	800.00
27	48" STORM MANHOLES	EA	3	800.00	800.00
28	48" SANITARY MANHOLES	EA	3	800.00	800.00
29	4" ADJUSTING RINGS	EA	10	89	890.00
30	6" ADJUSTING RINGS	EA	10	134	1340.00
31	EJIW 1022 M1 CASTING	EA	3	344	1032.00
32	EJIW 7010 M1 CASTING	EA	4	520.50	2082.00
33	EJIW 1040A CASTING	EA	3	608	1824.00
34	EJIW 1578 CASTING	EA	15	187	2805.00

Total Quote Price: \$ 59,038.79

Firm: ETNA Supply Company

Address: 1212 S Walnut St.

City/State/Zip: South Bend / IN 46619 Telephone Number: (574) 287-0132

Fax Number: (574) 287-0131

By Brett Bowman
(Signature)

Brett Bowman
(Printed Name of Person Signing)

1316 COUNTY-CITY BUILDING
227 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601-1830



PHONE 574/235-9251
FAX 574/235-9171
TDD 574/235-5567

CITY OF SOUTH BEND JAMES MUELLER, MAYOR
BOARD OF PUBLIC WORKS

Date: 9/4/2025
To: All Planholders
From: Theresa Heffner, Clerk, Board of Public Works
Subject: Addendum Number: 1
Project Name: The Pointe at Riverwalk Utility Materials
Project No.: 124-069M

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

Date Received: 9/5/25

This addendum is being forwarded to you for the above referenced project.

Please sign below and acknowledge receipt of this Addendum by faxing this sheet to the Board of Public Works at (574) 235-9171 within 48 hours of receipt. A copy MUST also be included with your bid package upon submittal.

THIS ADDENDUM MAY AFFECT YOUR BID.

Notes:

The attached documents are hereby added to the Specifications and Contract Documents and become a part of herein.

Company: ETNA Supply Company

Authorized Signature:

Date: 9/8/25

When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.

**CONTRACTOR'S NON-COLLUSION AND NON-DEBARMENT AFFIDAVIT,
CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT ELIGIBILITY
VERIFICATION, NON-DISCRIMINATION COMMITMENT AND CERTIFICATION OF USE
OF UNITED STATES STEEL PRODUCTS OR FOUNDRY PRODUCTS**

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

STATE OF Indiana)
) SS:
ST, Joseph COUNTY)

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Contractor further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale; and
2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
3. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
 - a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
 - b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
 - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
 - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.
4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized

alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of South Bend, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

6. Persons, firms, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of contract or employment, or any matter directly or indirectly related to contracting or employment because of race, sex, religion, color, national origin, ancestry, gender expression, gender identity, sexual orientation, or due to age or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions will consider the Contractor's good faith efforts to obtain participation by those subcontractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

Contractors seeking the award of a City contract cannot be required to award a subcontract to an MWBE; however, they may not unlawfully discriminate against said MBE/WBE. On goal-eligible contracts, Contractors are required to either meet both MBE and WBE utilization goals or demonstrate that the Contractor has made good faith efforts to obtain participation from MBE and WBE subcontractors. A finding of noncompliance or a discriminatory practice shall prohibit that Contractor from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contract to which the discriminatory practice or noncompliance pertains.

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

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

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

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

Dated this 8th day of Sep, 2025

ETNA Supply Company
Contractor/Bidder (Firm)

Brett Bowman
Signature of Contractor/Bidder or Its Agent

Brett Bowman Account Manager
Printed Name and Title

Subscribed and sworn to before me this 8th day of September, 2025

My Commission Expires 7-9-29 Rebecca Lobbezoo
Notary Public

County of Residence Kent

REBECCA LOBBEZOO
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KENT
MY COMMISSION EXPIRES 7/9/2029
ACTING IN THE COUNTY OF Kent

Addendum No. 1
The Pointe at Riverwalk Utility Materials
Project No. 124-069M

Date: 9/4/2025
To: All Planholders
From: Gemma Stanton, Project Engineer

You must acknowledge a receipt of this addendum by signing the first page and returning a copy with your bid.

The following clarifications to the contract documents are provided:

Page 17, Items 25-34: These items are duplicates. Do not include in bid.

Use attached revised quote documents for your proposal.

Neenah castings are an approved equal to East Jordan Iron Works castings. Either type may be provided.

1316 COUNTY-CITY BUILDING
227 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601-1830



PHONE 574/ 235-9251
FAX 574/ 235-9171
TDD 574/ 235-5567

CITY OF SOUTH BEND JAMES MUELLER, MAYOR
BOARD OF PUBLIC WORKS

Date: 9/8/2025
To: All Planholders
From: Hillary Horvath, Clerk, Board of Public Works
Subject: Addendum Number: 2
Project Name: The Pointe at Riverwalk Utility Materials
Project No.: 124-069M

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

Date Received: 9/8/25

This addendum is being forwarded to you for the above referenced project.

Please sign below and acknowledge receipt of this Addendum by faxing this sheet to the Board of Public Works at (574) 235-9171 within 48 hours of receipt. A copy MUST also be included with your bid package upon submittal.

THIS ADDENDUM MAY AFFECT YOUR BID.

Notes:

The attached documents are hereby added to the Specifications and Contract Documents and become a part of herein.

Company: ETNA Supply Company.

Authorized Signature: [Signature]

Date: 9/8/25

Addendum No. 2
The Pointe at Riverwalk Utility Materials
Project No. 124-069M

Date: 9/8/2025
To: All Planholders
From: Gemma Stanton, Project Engineer

You must acknowledge a receipt of this addendum by signing the first page and returning a copy with your bid.

The following clarifications to the contract documents are provided:

Item 24 is specifically 1" copper compression fittings.

All items must be priced for quotes to be considered responsive.

SCOPE OF WORK **CITY OF SOUTH BEND**



Project Name The Pointe at Riverwalk Utility Materials
Project No. 124-069M
For Bids Due September 9th, 2025, 9:00 a.m., Local Time

I. PROJECT DESCRIPTION

This project includes the furnishing of materials to be used by Century Custom Builders for the Pointe at Riverwalk townhome development at Northside & St. Peter Street in South Bend. **This quote will be awarded to the lowest responsive vendor based upon the Total Estimated Price.** All items will be awarded per unit prices and the quantities shown for each item are approximate quantities only. Actual quantities purchased may be greater or less than the quantities shown on the bid tab.

II. PREVAILING SPECIFICATIONS AND CONSTRUCTION STANDARDS AND SPECIFICATIONS

- A. The City of South Bend's **PREVAILING SPECIFICATIONS**, most recent version, and **CONSTRUCTION STANDARDS AND SPECIFICATIONS**, most recent version, are to be used on this project.
- B. Each Quote provider is specifically instructed to become completely familiar with the most recent version of the **PREVAILING SPECIFICATIONS** and the **CONSTRUCTION STANDARDS AND SPECIFICATIONS** prior to submitting a quote.
- C. Wherever the **PREVAILING SPECIFICATIONS** refer to "State Specifications," it shall mean the 2026 INDOT Standard Specifications for the letting effective after September 1, 2025.
- D. These **SPECIAL PROVISIONS** will list only "Additions" or "Deletions" to the **PREVAILING SPECIFICATIONS** and are to be used only in conjunction with the **PREVAILING SPECIFICATIONS**.
- E. In the event of conflict between the **SPECIAL PROVISIONS** and the **PREVAILING SPECIFICATIONS**, the **SPECIAL PROVISIONS** will govern.

III. TERM "OR EQUAL"

- A. Prevailing Specifications: None
- B. Additions

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

IV. TAX EXEMPT

- A. Prevailing Specifications: None
- B. Additions

1. Materials and properties purchased under contract with the Owner that become a permanent part of the structure or facilities constructed are not subject to the Indiana Gross Retail Tax (Sales Tax). The exemption number will be furnished to the Contractor upon award.

V. INDEMNIFICATION

- A. Prevailing Specifications: None
- B. Additions

1. Contractor agrees to indemnify, defend and hold harmless the City of South Bend, its agents, officers and employees, from all costs, losses, claims and suits, including court costs, attorney fees, and other expenses, arising from or out of the negligent performance of this Contract by Contractor, or because of arising out of any defect in the goods, materials or equipment supplied by the Quote provider.

VI. CONTROL OF WORK

- A. Prevailing Specifications: 2026, INDOT Standard Specifications Section 105
- B. Additions:

1. The complete responsibility for this project lies with the Director of Public Works of the City of South Bend, Indiana acting through his authorized representatives.
2. ~~Construction Engineering - The Contractor shall provide all the necessary, qualified personnel, equipment and supplies to perform all work required under this item. There will be no direct payment for this item.~~
3. ~~The contractor is responsible for maintaining the site, which includes, but is not limited to, dust control, site security, erosion control, and protecting adjacent properties.~~
4. ~~Work hours for the Project shall be from 7:00 a.m. through 6:00 p.m., Monday through Friday. No work shall be permitted on weekends, Holidays, or after hours unless approved by the City of South Bend Department of Public Works.~~

VII. LEGAL RELATIONS

- A. Prevailing Specifications: 2026, INDOT Standard Specifications Section 107
- B. Additions:

1. The Owner, where mentioned in these documents, is the City of South Bend. The Engineer, where mentioned in these documents, is **Century Custom Builders**.
2. The Contractor shall apply for and obtain any and all required permits for the work from local, state, and federal agencies and shall comply with permit requirements, including the St. Joseph County / City of South Bend Building Department.
3. If the Contractor awarded this contract is not a resident of Indiana, within thirty days, the Contractor shall provide the Owner with proof that the Contractor is duly licensed, qualified and registered with the Secretary of State of Indiana to engage in business within the State of Indiana.
4. The Contractor shall comply with all provisions of Indiana Code 5-16-13, as amended. The Owner reserves the right to immediately terminate the public work project awarded should the Contractor be found to be in violation of any provision of Indiana Code 5-16-13 and such violation shall result in the forfeiture of Contractor's performance bond to the Owner.

VIII. DEFAULT AND TERMINATION

- A. Prevailing Specifications: 2026, INDOT Standard Specifications Section 108
- B. Additions:

1. Events of Default shall include Contractor's failure to perform any of its obligations under this contract including failure to commence work at the time specified, failure to perform the work in accordance with these specifications, unauthorized discontinuation of the work, failure to carry out the work in a manner acceptable to the City, failure to observe Federal, State, or local laws or regulations, and failure to comply with any other term of this contract.
2. If an Event of Default occurs, the City shall provide Contractor written notice and may permit Contractor ten (10) calendar days after the date of the notice to cure the default. If the default is not cured within the ten (10) day cure period, the City may at any time thereafter terminate this contract in which case the termination shall be final and effective.
3. Upon an Event of Default, the City may invoke the following remedies in addition to those remedies provided under separate provisions of this contract, the right of set-off against any payments due or to become due to the Contractor against the retainage, the right to take over and complete the

Work. If the City notifies Contractor that City is invoking its right to complete the Work, all rights that the Contractor has in order under Contractor's subcontracts are assigned to the City, subject to the City's right to take assignment of all or only selected subcontracts at the City's discretion. The sole obligation accepted by the City under such subcontracts is to pay for Work satisfactorily performed after the date of the assignment. In the event a conditional assignment has not been executed, the Contractor shall execute or cause to be executed any assignment, agreement, or other document that may be necessary in the sole opinion of legal counsel to the City's Board of Public Works to evidence compliance with this provision. The Contractor shall promptly deliver such documents upon the City's request. In the case of such assignment, unless otherwise agreed in writing, The Contractor remains liability to subcontractors for any payment already involved, and for any claim, suit or cause of action based upon or resulting from any error, omission, negligence or other breach of contract by the Contractor, its officers, employees, or agents arising prior to the date of assignment to the City.

IX. CORRECTIVE ACTION/DAMAGES

A. Prevailing Specifications: None

B. Additions:

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

X. DELIVERY

A. Prevailing specifications/INDOT Standard Specification Section: None

B. Additions:

1. Items shown in the specifications shall be delivered to **703 Northside Blvd in South Bend, Indiana**. Delivery dates shall include weekends and holidays as designated by the representative ordering the material.
2. All materials shall be delivered according to best industry practices and prevailing specifications. Any materials not received in good condition will be rejected.
3. All items rejected must be removed immediately by the Contractor at the expense of the Contractor.
4. In some cases, at the discretion of the City, inspection of the commodities or equipment will be made at the factory, plant, or other establishment where they are produced before shipment.

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

XI. RETAINAGE AND FINAL PAYMENT

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

XII. WARRANTY

- A. Prevailing Specifications: None
- B. Additions
 1. All Parts shall include the following:
 - a. Performance specifications
 - b. Bill of Materials
 - c. Warranties on all parts
 - d. Installation and safety requirements

XIV. UTILITY MATERIALS

- A. Prevailing specifications: 2026 INDOT Standard Specifications; City of South Bend Construction Standards & Specifications; American Water Works Association
- B. Additions:
 1. For each item, a specification sheet shall be submitted for the proposed product. Century Custom Builders will review and determine that products submitted meet the requirements of the project.
 3. Delivery cost shall be included in the unit cost for each line item.
 4. Any owner-requested modifications to the quantity or type of item shall be subject to a change order.
 5. Pricing shall apply for 12 months following award of quote.

XV. M/WBE GOALS

- A. Prevailing Specifications: City of South Bend Ordinance No. 10761-21, Minority and Women Business Enterprise Inclusion Program Plan
- B. Additions:
 1. The quote does not have required M/WBE goals. The use of M/WBEs is encouraged and inclusion may be noted on the attached M/WBE Utilization Plan pages.
 2. ***M/WBE PAPERWORK IS OPTIONAL FOR THIS QUOTE***

CITY OF SOUTH BEND

EQUAL EMPLOYMENT OPPORTUNITY CONTRACTING PROVISIONS DIVERSITY UTILIZATION

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

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

The contractor will not discriminate against any applicant or employee because of race, color, religion, sex, national origin, or handicap. The contractor will take affirmative action to ensure that all applicants or employees are treated fairly and equitably. Such action shall include but not be limited to the following: hiring, up-grading, demotion or transfer, recruitment, advertising, lay-offs or termination, rates of pay or other forms of compensation and selection for training including apprenticeship programs.

The contractor shall agree to post in conspicuous places available to employees and applicants, notices to be provided setting forth the provisions of the Non-Discrimination Clause.

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

The contractor will send to each labor union or representative of workers with which it/he/she has a bargaining agreement or other contract or understanding, a notice to be provided, advising the labor union or worker's representatives of the contractor's commitment under this section, and shall post copies of the notices in conspicuous places available to applicants and employees.

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

Subpart B -- Contractors' Agreements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN

The City of South Bend, Indiana has shown its commitment to addressing Minority and Women's Business Enterprise ("MWBE") participation in public contracting through the adoption of the City of South Bend Ordinance No. 10761-21. Persons, partnerships, corporations, associations, or joint ventures awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age or disability that does not affect that person's ability to perform work.

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

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

Failure to either meet the MBE and WBE goals or to provide evidence of good faith efforts for the bid will be grounds for rejecting a bid as non-responsive.

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

- a. A listing of all M/WBEs contacted including: (1) the name and address of the M/WBE; (2) the date of contact; (3) the type of contact (i.e., phone call, written solicitation, etc.); (4) the nature or type services or goods requested; and (5) the result of the contact.
- b. Written evidence of outreach and copies of email exchanges inviting and receiving bids, quotes or other responses from M/WBEs or other documentation of efforts to encourage and secure competitive responses from M/WBE and local businesses to be included in the benefits of building this Project.
- c. Written documentation of letters of introduction, invitations to forging majority/minority strategic alliances for capacity building, including but not limited to, mentoring, extensions of assistance on payroll, insurance, bonding, line of credit, technical skills or business skills.
- d. From time to time, projects will undergo a scope change prior to completion. This scope change will inevitably impact the Contractor's usage of MWBE's and the originally submitted Utilization Plan. It is the request of the City that when a project scope change occurs, the applicable Contractor shall utilize its best efforts to contract with M and W Subcontractors in a proportional manner as required by the scope change.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GOOD FAITH EFFORTS MATERIALS TO BE INCLUDED WITH BID

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

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

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

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

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

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

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

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

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

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

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

Date: 9/15/2025
Name: Gemma Stanton Department of Public Works – Engineering Division
BPW Date: 9/23/2025 Phone Extension: 9083

Required Prior to Submittal to Board

BPW Attorney X Attorney Name
Dept. Attorney ☐ Attorney Name
Purchasing ☐

Check the Appropriate Item Type – Required for All Submissions

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

Required Information

Company or Vendor Name Etna Supply
New Vendor ☐ Yes ☐ If Yes, Approved by Purchasing
☐ No
MBE/WBE Contractor ☐ MBE ☐ WBE Completed E-Verify Form Attached ☐ Yes ☐ No
Project Name The Pointe at Riverwalk TIF Purchase Agreement
Project Number 124-069M
Funding Source River East TIF
Account No. PR-00043008
Amount \$63,838.79
Terms of Contract Unit price
Special Contract Provisions N/A
Purpose/Description Request to award quote for the Pointe at Riverwalk Utility Materials

For Change Orders Only

Amount of <input type="checkbox"/> Increase	CITY OF SOUTH BEND, INDIANA
<input type="checkbox"/> Decrease	BOARD OF PUBLIC WORKS
Previous Amount \$ _____	Elizabeth A. Maradik, President
	Incr _____
Current Percent of Change: Dec _____	Joseph R. Molnar, Vice President
New Amount \$ _____	Breana Micou, Member
	Gary A. Gilot, Member
Total Percent of Change: Dec _____	Murray L. Miller, Member
Time Extension Amount: _____	Attest: Hillary R. Horvath, Clerk
New Completion Date: _____	

Date: September 23, 2025