

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



PROJECT NAME: 2026 Brick Pavement Spot Repairs
PROJECT NO. 126-029
QUOTES DUE July 14th, by 9:00am Local Time. Sealed electronic quotes are to be submitted by email to bpwbids@southbendin.gov

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

Date: 7/13/2026 Firm: Acorn Landscaping, LLC
Address: 3680 W Sample Street
City/State/Zip: South Bend, IN 46619 Telephone Number: (574) 288-6950
Email Address: info@acornlandscapers.com

Agent of Bidder (if Applicable): _____
Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of:

2026 Brick Pavement Spot Repairs

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 7/13/2026 for the sum of (enter the Total Quote as shown on the Proposal)

One hundred forty nine thousand two hundred sixty five dollars (\$ 149,265)
(Enter Sum of Total Quote plus Alternates shown on Proposal) (Numerical)

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

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

By  (Signature)
Jeff Ritschard
(Printed Name of Person Signing)

ACCEPTANCE

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

Subject to the following conditions: _____

BOARD OF PUBLIC WORKS

President

Members

**QUOTE/PROPOSAL
CITY OF SOUTH BEND**



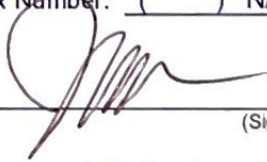
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Base-Quote

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	MAINTENANCE OF TRAFFIC	1	LS	\$ 23,790	\$ 23,790
2	BRICK PAVEMENT, REMOVE AND REPLACE	300	SYD	\$ 396.00	\$ 118,800
3	MANHOLE, ADJUST TO GRADE	6	EA	\$ 900.00	\$ 5,400
4	CONCRETE, REMOVE	3	SY	\$ 425.00	\$ 1,275
Base Quote Total					\$ 149,265

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

Fax Number: () N/A

By 
(Signature)
Jeff Ritschard
(Printed Name of Person Signing)

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

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

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

STATE OF Indiana)
) SS:
St. Joseph COUNTY)

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

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

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

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

6. Persons, 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.

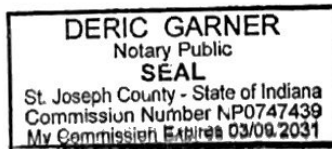
7. The undersigned Contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions.

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 13th day of July, 2026



Acorn Landscaping LLC.
Contractor/Bidder (Firm)

[Signature]
Signature of Contractor/Bidder or Its Agent

Jeff Ritschard
Printed Name and Title

Subscribed and sworn to before me this 13th day of July, 2026

My Commission Expires 03/09/2031

[Signature]
Notary Public

County of Residence St Joseph

215 S. DR. MARTIN LUTHER
KING JR., BLVD, SUITE 400
SOUTH BEND, INDIANA 46601



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

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

Date: July 9, 2026
To: All Planholders
From: Hillary Horvath, Clerk, Board of Public Works
Subject: Addendum Number: 1
Project Name: 2026 Brick Spot Repair
Project No.: 126-026

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

Date Received: 7/9/2026

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: Acorn Landscaping, LLC

Authorized Signature: 

Date: 7/13/2026

215 S. DR. MARTIN LUTHER
KING JR., BLVD, SUITE 400
SOUTH BEND, INDIANA 46601



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

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

Date: July 13, 2026
To: All Planholders
From: Lidya Abreha, Project Engineer
Subject: Addendum Number: 2
Project Name: 2026 Brick Spot Repair
Project No.: 126-026

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

Date Received: 7/13/2026

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: Acorn Landscaping, LLC

Authorized Signature: 

Date: 7/13/2026

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.*

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

Date	<u>7/07/2026</u>	Department	Public Works
Name	Lidya Abreha		
BPW Date	<u>7/14/2026</u>	Phone Extension	5961

Required Prior to Submittal to Board

BPW Attorney	☒	Attorney Name	<u>Michael Schmidt</u>
Dept. Attorney	☐	Attorney Name	_____
Purchasing	☐	<u>Mickey Lovy</u>	

Check the Appropriate Item Type – Required for All Submissions

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

Required Information

Company or Vendor Name			
New Vendor	☐ Yes ☐ If Yes, Approved by Purchasing		
	☐ No		
MBE/WBE Contractor	☐ MBE ☐ WBE	Completed E-Verify Form Attached	☐ Yes ☐ No
Project Name	<u>2026 Brick Spot Repair</u>		
Project Number	<u>126-029 (PR-48993)</u>		
Funding Source	<u>Local Road & Street</u>		
Account No.	<u>251-06-600-506-431000</u>		
Amount	_____		
Terms of Contract	_____		
Purpose/Description	_____		

For Change Orders Only

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