



## SCOPE OF WORK CITY OF SOUTH BEND

**PROJECT NAME:** Walker Field House Restoration Project

**PROJECT NO.** 120-010R

**QUOTES DUE** May 10, 2022 by 9:00 am Local Time

### **I. PROJECT DESCRIPTION**

#### A. Summary:

1. The New Deal-era Walker Field House is owned by South Bend Venues Parks and Arts. The structure is primarily constructed out of fieldstone with broad arches. The field house with its central courtyard and wading pool remains an important recreational feature for South Bend. Because of its historic importance it was listed on the National Register of Historic Places. South Bend Venues Parks and Arts has received funding through the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology to assist in improvements to the structure.

#### B. Description:

1. The project includes the furnishing of all equipment, material, insurance, and labor for **completing exterior restoration/stabilization of the park structure primarily related to masonry rehabilitation/arch stabilization** at 2198 S. Walnut Street with the field house facing Ewing Avenue within the City of South Bend, IN.

### **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 2022 INDOT Standard Specifications for the letting effective after September 1, 2021.
- 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. QUOTE REQUIREMENTS**

A. Prevailing Specifications: 2022, INDOT Standard Specifications Section 102

#### B. Additions:

1. Each Quote provider shall completely execute and submit the following documents with the Quote:
  - a. Quote Bond stating 5% of the total Quote or Certified Check of 5% of the Quote.
    - (i) An electronic copy of a Quote Bond or Certified Check in the amount of not less than five percent (5%) of the base quote plus any alternates may accompany electronic quotes. The awarded quoter will be required to send the original check or quote bond via USPS.
  - b. 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.
  - c. Questionnaire Form 96 of the State Board of Accounts.

- d. Acknowledge Receipt of Addendum(s) included with the quote.
- e. All required additional information and forms as is included with the quote.

**IV. DHPA QUALIFICATIONS**

A. Prevailing Specifications: 2022, INDOT Standard Specifications Section 102

B. Additions:

- a. Quote providers shall submit with the Quote, the number of projects completed in the last five years in accordance with the Secretary of the Interior's Standards and Guidelines for the Rehabilitation of Historic Properties.
- b. Quote providers shall submit with the Quote a maximum of three references for similar projects completed in accordance with the Secretary of the Interior's Standards and Guidelines for the Rehabilitation of Historic Properties.
  - (i) Include the following:
    - Project Name
    - City and State of Project
    - Contact Person
    - Phone Number
    - Estimated Dollar Figure of Contract
  - (ii) If the Quote provider has not completed any projects that were in accordance with the Secretary of the Interior's Standards, such shall be identified in the appropriate area on the Quote Form.
- c. To demonstrate Bidder's qualifications to perform the Work, OWNER may request Bidder to submit written evidence such as financial data, present commitments, and lawsuit data. Such additional information is not to discourage bidding or make it difficult for qualified bidders to file bids. Neither is it intended to discourage beginning contractors. It is intended to make it possible for OWNER to have more exact information on financial ability and experience in order to reduce hazards involved in awarding contracts to parties who may not be qualified to perform the Work as specified.
- d. Subcontractors
  - (i) Bidders shall submit with the bid a list of proposed subcontractors having a direct contract with the bidder and whose value of work would exceed \$10,000 should the bidder be awarded the contract.
  - (ii) The list will include subcontractor's name, address, and specialty.
- e. The Bid shall contain evidence of bidder's authority and qualification to do business in the State of Indiana or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number for Indiana, if any, shall also be shown on the Bid Form.

**IV. 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.

**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 Quote provider.

**VII. INSURANCE**

- A. Prevailing Specifications: 2022, 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. The City of South Bend shall be named as additional insured on the Certificate of Insurance.

**VIII. AWARD OF CONTRACT**

- A. Prevailing Specifications: 2022, INDOT Standard Specifications Section 103
- B. Additions:

1. All Quotes will remain subject to acceptance for sixty (60) calendar days after the day of the Quote opening, but the City of South Bend may, in its sole discretion, release any Quote and return the Quote security prior to that date.
2. Successful quoter 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.
3. A fixed-fee price contract will be awarded to the bidder whose bid, conforming with all the material terms and conditions of the Bidding Documents, is lowest in price and most advantageous to the Owner, considering price, contractor's experience with historic rehabilitation, timeframe for completion of the project, and the contractor's ability to fulfill the contract. Note that there may be instances where a contractor is not the lowest quoter, but can guarantee higher quality work for a

reasonable price. Awarding of contract is subject to review/approval of Indiana Department of Natural Resources Division of Historic Preservation & Archaeology.

4. Divisions are subject to individual award of the lowest, responsive quote per division.

## **IX. BONDING REQUIREMENTS**

A. Prevailing Specifications: 2022, 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: 2022, 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.

## **XI. LEGAL RELATIONS**

C. Prevailing Specifications: 2022, INDOT Standard Specifications Section 107

D. Additions:

1. The Owner, where mentioned in these documents, is the City of South Bend. The Architect & Engineer, where mentioned in these documents, is **K.W. Garner Consulting & Design**.
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. PROSECUTION AND PROGRESS**

A. Prevailing Specifications: 2022, INDOT Standard Specifications Sec. 108

B. Additions:

1. The project will have a completion date of **June 30, 2023**. The contract time will start when the Notice to Proceed is delivered and signed.
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.

**XIII. CHANGE OF CONTRACT TIME**

A. Prevailing Specifications: 2022, 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.

**XIV. DEFAULT AND TERMINATION**

A. Prevailing Specifications: 2022, 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.

#### **XV. LIQUIDATED DAMAGES**

A. Prevailing Specifications: 2022, 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 five hundred dollars (\$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.

#### **XVI. RETAINAGE AND FINAL PAYMENT**

A. Prevailing Specifications: 2022, 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 retain a percentage of payments throughout the duration of the project.
3. Before final payment and retainage are released the Contractor must satisfy the following:
  - a. Final payment contingent upon the work being approved by the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology.
  - 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.

#### **XVII. 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

## **XVIII. OTHER UTILITIES**

- A. Prevailing Specifications: None
- B. Additions:

1. The Contractor shall verify the locations of all utilities by contacting Indiana811 by calling 811 (in Indiana) or 1-800-382-5544 (outside of Indiana), or via [www.indiana811.org](http://www.indiana811.org), at least two (2) working days, not counting Saturdays, Sundays or federal and state holidays before proceeding with construction. It shall also be the Contractor's responsibility to contact any other utility that is not contacted by Indiana811 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. Restoration of sprinkler systems damaged by the Contractor's operations shall be repaired by the Contractor at no additional cost to the City or the Owner of the system.

## **XIX. MAINTENANCE OF TRAFFIC**

- A. Prevailing Specifications: 2022, 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 "Traffic Control and Occupancy 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. The "Traffic Control and Occupancy Request" form can be found on the City of South Bend website at [southbendin.gov](http://southbendin.gov).
3. The Contractor shall arrange and prosecute the work specified for this contract in such a manner that traffic on existing streets is unrestricted throughout the Project. 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. There will be no direct payment for this work.

## **XX. DESCRIPTION OF WORK**

- A. Prevailing Specifications: None
- B. Additions

1. The project includes the furnishing of all equipment, material, insurance, and labor for **completing exterior restoration/stabilization of the park structure primarily related to masonry rehabilitation/arch stabilization** at 2198 S. Walnut Street with the field house facing Ewing Avenue within the City of South Bend, IN.
2. The Contractor shall preserve and protect all surrounding property, structures, tenants, visitors and their property from damage caused by the Contractor's operations.
3. This project is funded in part by a grant from the National Park Service's Historic Preservation Fund Program administered by the Indiana Division of Historic Preservation and Archaeology.

Compliance with all applicable federal, state, and local laws, rules, and regulations is required, including: federal and state audit requirements, prohibition on lobbying activities, the Copeland Anti-Kickback Act, the Energy Policy and Conservation Act, the National Occupational Safety and Health Act, the Lead-Based Paint Poisoning Prevention Act, the Architectural Barriers Act, and Executive Orders and Department of Labor regulations regarding Equal Employment Opportunity.

## **XXI. PLANS**

- A. Prevailing Specifications: City of South Bend Design and Construction Standards
- B. Additions:
  - 1. The plans consist of **18** Sheets.
  - 2. Attachments:
    - a. FHWA 1273 Required Contract Provisions, Federal Aid Construction Contracts
  - 3. The work shall conform to the plans.
  - 4. The drawings are schematic in nature.
  - 5. The CONTRACTOR is responsible for estimating dimensions and quantities of materials.
  - 6. In the event that the Special Provisions and the Plans conflict, the Special Provisions shall govern.

## **V. 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 M/WBE Goals for Division A are:
    - a. MBE 0.6 %.
    - b. WBE 3.6 %.
  - 2. Division B M/WBE goals are:
    - a. MBE 0 %.
    - b. WBE 0 %.
  - 3. Alternate 1 M/WBE goals are:
    - a. MBE 0.8 %.
    - b. WBE 3.1 %.
  - 4. Complete *FORMS MBE-1.0 MBE Utilization Plan* and *WBE-1.0 WBE Utilization Plan*, and submit with Bid Proposal
  - 5. Complete *FORMS MBE-2.0 Evidence of Good Faith Efforts* and *WBE-2.0 Evidence of Good Faith Efforts* and submit with Bid Proposal.
  - 6. Complete *FORMS MBE-2.1 MBE Contacted* and *WBE-2.1 WBE Contacted* and submit with Bid Proposal.

## **VI. DHPA REQUIREMENTS**

- A. Prevailing Specifications: Secretary of the Interior's Standards and Guidelines for the Rehabilitation of Historic Properties
- B. Additions:
  - 1. Required federal language. The bid documents (and subsequently the contract documents) must include the following language verbatim:
    - a. This project is funded in part by a grant from the U.S. Department of the Interior, National Park Service's Historic Preservation Fund Program and is being administered by the Indiana



Department of Natural Resources, Division of Historic Preservation and Archaeology. Compliance with all applicable federal, state, and local laws, rules, and regulations is required.

- b. Compliance with the applicable Secretary of the Interior's Standards and Guidelines is required.
- c. The Indiana Department of Natural Resources, the Indiana State Auditor, the U.S. Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representatives, will have access to any books, documents, papers, and records of the contractor that are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcription. Such records must be maintained for three (3) years after closeout of the contract.
- d. No part of the money appropriated by any enactment of Congress will, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of the U.S. Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this will not prevent officers or employees of the United States or its Departments or Agencies or employees of the State of Indiana from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations that they deem necessary for the efficient conduct of public business.
- e. The project must be carried out in compliance with the Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor regulations. This act provides that each contractor will be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation of which he or she is otherwise entitled.
- f. The project must be carried out in compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR 60).
- g. The project must be carried out in compliance with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- h. All contractors participating in projects receiving federal assistance must take the necessary steps to insure themselves and their personnel, and to comply with the applicable local, state, or federal safety standards including those issued pursuant to the National Occupational Safety and Health Act of 1970.
- i. Minimum standards for facilities to be used by the disabled are to be included in the project specifications to the maximum extent possible for any historic preservation construction grant (consistent with the Secretary of the Interior's Standards for Rehabilitation), as required by the Architectural Barriers Act of 1968, as amended (Public Law 90-480, 42 USC 4151 et. seq.), and Section 502 of the Rehabilitation Act of 1973 (Public Law 93-112, as amended, 29 USC 792).
- j. The project must be carried out in compliance with Section 401 of the Lead-Based Paint Poisoning Prevention Act (Public Law 91-695, 84 Stat. 2078, as amended by Public Law 93-151, 48 USC 4801 et. seq.), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance.

## 2. Site and Other Areas

- a. All construction activities and equipment use will take place in the area boundaries as described

in the plans.

- b. All staging, stockpiling, and temporary land use activities must remain on the site.
- c. If during any phase of the construction any buried human remains are disturbed, the OWNER'S REPRESENTATIVE must be contacted immediately and work stopped. The OWNER'S REPRESENTATIVE is required to contact the Department of Natural Resources within two (2) business days, per IC 14-21-1-27 upon discovery. If human remains or burials are discovered, the relevant state statutes, including IC 23-14 and IC 14-21-1, will be adhered to.
- d. If during any phase of the project activities any artifacts or burial objects are discovered, ground disturbing activities shall cease, and the OWNER'S REPRESENTATIVE shall be contacted immediately. The OWNER'S REPRESENTATIVE shall contact the Department of Natural Resources within two (2) business days, per IC 14-21-1-29 upon discovery. Adherence to Indiana Code 14-21-1-27 and 29 does not obviate the need to adhere to applicable federal statutes and regulations.
- e. Any changes or modifications to the proposed project plans will require the OWNER'S REPRESENTATIVE to submit said changes to the DHPA for review and comment prior to implementation.

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



**PROJECT NAME:** Walker Field House Restoration Project

**PROJECT NO.** 120-010R

**QUOTES DUE** May 10, 2022 by 9:00 am Local Time

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

Date: \_\_\_\_\_ Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Telephone Number: (\_\_\_\_) \_\_\_\_\_

Agent of Bidder (if Applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of:

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

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

and dated \_\_\_\_\_ for the sum of (enter the Total Quote as shown on the Proposal)

\_\_\_\_\_ (\$ \_\_\_\_\_ )  
(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)

\_\_\_\_\_  
(Printed Name of Person Signing)

**ACCEPTANCE**

The above quote is accepted this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Subject to the following conditions: \_\_\_\_\_

**BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
Elizabeth A. Maradik, President

\_\_\_\_\_  
Joseph R. Molnar, Vice President

\_\_\_\_\_  
Gary A. Gilot, Member

\_\_\_\_\_  
Jordan V. Gathers, Member

\_\_\_\_\_  
Murray L. Miller, Member

\_\_\_\_\_  
Attest: Theresa Heffner, Clerk

## 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.

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.

# 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.**

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*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).

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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.

*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)

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STATE OF \_\_\_\_\_ )  
 ) SS:  
\_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Contractor/Bidder (Firm)

\_\_\_\_\_  
Signature of Contractor/Bidder or Its Agent

\_\_\_\_\_  
Printed Name and Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

County of Residence \_\_\_\_\_



## QUOTE/PROPOSAL CITY OF SOUTH BEND

**PROJECT NAME** Walker Field House Restoration Project  
**PROJECT NO.** 120-010R  
**QUOTES DUE** May 10, 2022 by 9:00 am Local Time

### Division A – Base Scope of Work

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
A-1	Helical piers – rear wall	14	EA		
A-2	Install concrete piers & prep for steel archways	15	EA		
A-3	Tuck-pointing required for archway stabilization	15	EA		
A-4	Paint removal on masonry	1	LS		
A-5	East/west pavilion wall lintels replacement & tuck-pointing	2	EA		
A-6	North/south pavilion wall existing lintels clean/repaint	4	EA		
A-7	West side concrete sidewalk removal/ fill, grade, and seed	1	LS		
<b>Total Amount of Division A</b>					

### Division B – Steel Fabrication/Security Enclosures

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
B-1	Courtyard steel archways	10	EA		
B-2	Pavilion steel archways/gates	5	EA		
<b>Total Amount of Division B</b>					

### Alternate 1

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Helical piers – courtyard wall	28	EA		
<b>Total Amount of Alternate 1</b>					

**Total Amount of Divisions** \_\_\_\_\_

**Total Amount of Divisions and Alternates** \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Telephone Number: (    ) \_\_\_\_\_

Fax Number: (    ) \_\_\_\_\_

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name of Person Signing)





**CITY OF SOUTH BEND  
 MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN  
 FORM MBE-1.0  
 MBE UTILIZATION PLAN**

**This completed form should be supplied with Bids that pertain to City of South Bend Public Works Projects involving MBE participation. It is the bidder's sole responsibility to verify whether any listed minority-owned business meets the MBE qualifications.**

Project Number: 120-010R Project Name: Walker Field House Restoration Project

Bidder: \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_

**DIVISION A MBE GOAL: 0.6%**

Name & Address of MBE	Primary Contact Person (Name/Telephone)	Scope of Work to be Performed (Attach scope/schedule if you need additional space)	Dollar Amount of MBE Component	Percentage of Total Base Bid
<b>DIVISION A MBE TOTALS</b>				

**DIVISION B MBE GOAL: 0.0%**

Name & Address of MBE	Primary Contact Person (Name/Telephone)	Scope of Work to be Performed (Attach scope/schedule if you need additional space)	Dollar Amount of MBE Component	Percentage of Total Alternate #1 Bid
<b>DIVISION B MBE TOTALS</b>				



**CITY OF SOUTH BEND  
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN**



**FORM WBE-1.0  
WBE UTILIZATION PLAN**

**This completed form should be supplied with Bids that pertain to City of South Bend Public Works Projects involving WBE participation. It is the bidder's sole responsibility to verify whether any listed woman-owned business meets the WBE qualifications.**

Project Number: 120-010R Project Name: Walker Field House Restoration Project

Bidder: \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_

**DIVISION A WBE GOAL: 3.6%**

Name & Address of WBE	Primary Contact Person (Name/Telephone)	Scope of Work to be Performed (Attach scope/schedule if you need additional space)	Dollar Amount of WBE Component	Percentage of Total Base Bid
<b>DIVISION A WBE TOTALS</b>				

**DIVISION B WBE GOAL: 0.0%**

Name & Address of WBE	Primary Contact Person (Name/Telephone)	Scope of Work to be Performed (Attach scope/schedule if you need additional space)	Dollar Amount of WBE Component	Percentage of Total Alternate #1 Bid
<b>DIVISION B WBE TOTALS</b>				



**CITY OF SOUTH BEND  
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN**

**FORM MBE-2.0  
EVIDENCE OF GOOD FAITH EFFORTS**

**This completed form should be included as part of the Bids documents related to City of South Bend Public Works Projects requiring Good Faith Efforts to obtain MBE participation.**

Project Number: 120-010R Date: \_\_\_\_\_

Project Name: Walker Field House Restoration Project

Bidder: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

To determine whether a bidder has demonstrated good faith efforts to reach the MBE utilization goal set forth in the City of South Bend Public Works Project Specifications, the City and its agencies, boards, or commissions, **REQUIRE ALL** of the following Good Faith Efforts as listed in the table below\*:

EVIDENCE OF GOOD FAITH EFFORTS	
<p><b>MBE LIST(S):</b> The bidder reviewed 1) the City of South Bend's Minority and Women Business Enterprise Inclusion Program Plan; 2) the list of certified MWBEs provided by the City; and 3) the Indiana Department of Administration list of Minority and Women Owned Businesses (both certified and non-certified) found at: <a href="http://www.in.gov/idoa/">http://www.in.gov/idoa/</a>.</p>	
<b>GOOD FAITH EFFORTS TO OBTAIN MBE PARTICIPATION</b>	
The bidder shall initial each item below, as evidence of its good faith efforts to obtain MBE participation in the awarded contract.	
	I <b>affirm</b> that I reviewed the City of South Bend's Minority and Women Business Enterprise Inclusion Program Plan and the Indiana Department of Administration's certified list of Indiana Minority and Women Business Enterprises, found on their website ( <a href="http://www.in.gov/idoa/">http://www.in.gov/idoa/</a> ).
	I <b>affirm</b> that I have made good faith efforts to select portions of the contract work to be performed by MBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE participation.
	I <b>affirm</b> that I have made good faith efforts to solicit through all reasonable and available means the interest of all MBEs in the scopes of work of the contract.
	I <b>affirm</b> that I attended all pre-bid meetings scheduled by the City of South Bend to inform MBEs of contracting and subcontracting opportunities.
	I <b>affirm</b> that I advertised in general circulation and/or trade association publications concerning subcontract opportunities and allowed MBEs reasonable time to respond to such advertisements.
	I <b>affirm</b> that I performed any and all necessary steps to provide written notices in a manner reasonably calculated to inform MBEs of subcontracting opportunities and allowed sufficient time for MBEs to participate effectively.
	I <b>affirm</b> that I followed up on initial solicitations with interested MBEs.
	I <b>affirm</b> that I negotiated with interested MBEs in good faith, including providing such MBEs with adequate information about the plans, specifications and other requirements of the subcontract.
	I <b>affirm</b> that I have made good faith efforts to assist interested MBEs in obtaining bonding, lines of credit, or insurance as required by the City or the bidder, where appropriate.

**CITY OF SOUTH BEND  
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN**

**FORM MBE-2.0  
EVIDENCE OF GOOD FAITH EFFORTS**

		I <b>affirm</b> that I have made good faith efforts to assist interested MBEs in obtaining necessary equipment, supplies, materials, or related assistances or services, where appropriate.
		I <b>affirm</b> that I did not reject any MBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.
	<p><b>CONTRACT RECORDS:</b> The bidder has maintained the following records for each MBE that has bid on the subcontracting opportunity:</p> <ol style="list-style-type: none"> <li>1. Name, address, and telephone number;</li> <li>2. A description of information provided by the bidder or subcontractor; and</li> <li>3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the MBE was unqualified to perform the job.</li> </ol>	

**\*Proper demonstration of Good Faith Efforts requires your initials next to all of the above boxes. Any omissions shall be considered grounds for rejection of the bid by the Board of Public Works. The City of South Bend reserves the right to request additional information.**

**CITY OF SOUTH BEND  
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN**



**FORM WBE-2.0  
EVIDENCE OF GOOD FAITH EFFORTS**

**This completed form should be included as part of the Bids documents related to City of South Bend Public Works Projects requiring Good Faith Efforts to obtain WBE participation.**

Project Number: 120-010R Date: \_\_\_\_\_

Project Name: Walker Field House Restoration Project

Bidder: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

To determine whether a bidder has demonstrated good faith efforts to reach the WBE utilization goals set forth in the City of South Bend Public Works Project Specifications, the City and its agencies, boards, or commissions, **REQUIRE ALL** of the following Good Faith Efforts as listed in the table below\*:

	<b>EVIDENCE OF GOOD FAITH EFFORTS</b>
	<b>WBE LIST(S):</b> The bidder reviewed 1) the City of South Bend's Minority and Women Business Enterprise Inclusion Program Plan; 2) the list of certified MWBEs provided by the City; and 3) the Indiana Department of Administration list of Minority and Women Owned Businesses (both certified and non-certified) found at: <a href="http://www.in.gov/idoa/">http://www.in.gov/idoa/</a> .
	<b>GOOD FAITH EFFORTS TO OBTAIN WBE PARTICIPATION</b>
	The bidder shall initial each item below, as evidence of its good faith efforts to obtain WBE participation in the awarded contract.
	I <b>affirm</b> that I reviewed the City of South Bend's Minority and Women Business Enterprise Inclusion Program Plan and the Indiana Department of Administration's certified list of Indiana Minority and Women Business Enterprises, found on their website ( <a href="http://www.in.gov/idoa/">http://www.in.gov/idoa/</a> ).
	I <b>affirm</b> that I have made good faith efforts to select portions of the contract work to be performed by WBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate MWBE participation.
	I <b>affirm</b> that I have made good faith efforts to solicit through all reasonable and available means the interest of all WBEs in the scopes of work of the contract.
	I <b>affirm</b> that I attended all pre-bid meetings scheduled by the City of South Bend to inform WBEs of contracting and subcontracting opportunities.
	I <b>affirm</b> that I advertised in general circulation and/or trade association publications concerning subcontract opportunities and allowed WBEs reasonable time to respond to such advertisements.
	I <b>affirm</b> that I performed any and all necessary steps to provide written notices in a manner reasonably calculated to inform WBEs of subcontracting opportunities and allowed sufficient time for WBEs to participate effectively.
	I <b>affirm</b> that I followed up on initial solicitations with interested WBEs.
	I <b>affirm</b> that I negotiated with interested WBEs in good faith, including providing such WBEs with adequate information about the plans, specifications and other requirements of the subcontract.
	I <b>affirm</b> that I have made good faith efforts to assist interested WBEs in obtaining bonding, lines of credit, or insurance as required by the City or the bidder, where appropriate.

**CITY OF SOUTH BEND  
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN**



**FORM WBE-2.0  
EVIDENCE OF GOOD FAITH EFFORTS**

		I <b>affirm</b> that I have made good faith efforts to assist interested WBEs in obtaining necessary equipment, supplies, materials, or related assistances or services, where appropriate.
		I <b>affirm</b> that I did not reject any WBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.
	<p><b>CONTRACT RECORDS:</b> The bidder has maintained the following records for each WBE that has bid on the subcontracting opportunity:</p> <ol style="list-style-type: none"> <li>1. Name, address, and telephone number;</li> <li>2. A description of information provided by the bidder or subcontractor; and</li> <li>3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the WBE was unqualified to perform the job.</li> </ol>	

**\*Proper demonstration of Good Faith Efforts requires your initials next to all of the above boxes. Any omissions shall be considered grounds for rejection of the bid by the Board of Public Works. The City of South Bend reserves the right to request additional information.**



CITY OF SOUTH BEND  
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



FORM MBE-2.1  
MBE CONTACTED (DIVISION A)

This completed form should be supplied with Bids that pertain to City of South Bend Public Works Projects requiring Good Faith Efforts to contact MBEs. It is the bidder's sole responsibility to verify whether any listed minority or woman business meets the MBE qualifications. Attach additional pages if necessary.

PAGE \_\_\_\_\_ OF \_\_\_\_\_

Project Number: 120-010R MBE Participation Goal 0.6% (DIVISION A)

Project Name: Walker Field House Restoration Project

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature) (Title) (Date)

MBE Firm \_\_\_\_\_

Owner or Contact at MBE Firm \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE MBE FIRM:

MBE Firm \_\_\_\_\_

Owner or Contact at MBE Firm \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE MBE FIRM:

CITY OF SOUTH BEND  
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



FORM WBE-2.1  
WBE CONTACTED (DIVISION A)

This completed form should be supplied with Bids that pertain to City of South Bend Public Works Projects requiring Good Faith Efforts to contact WBEs. It is the bidder's sole responsibility to verify whether any listed minority or woman business meets the WBE qualifications. Attach additional pages if necessary.

PAGE \_\_\_\_\_ OF \_\_\_\_\_

Project Number: 120-010R WBE Participation Goal 3.6% (DIVISION A)

Project Name: Walker Field House Restoration Project

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature) (Title) (Date)

WBE Firm \_\_\_\_\_

Owner or Contact at WBE Firm \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

TYPE OF WORK SOLICITED FOR THIS PROJECT:

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RESULTS OF CONTACT WITH THE WBE FIRM:

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WBE Firm \_\_\_\_\_

Owner or Contact at WBE Firm \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

TYPE OF WORK SOLICITED FOR THIS PROJECT:

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RESULTS OF CONTACT WITH THE WBE FIRM:

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CITY OF SOUTH BEND  
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



FORM MBE-2.1  
MBE CONTACTED (DIVISION B)

This completed form should be supplied with Bids that pertain to City of South Bend Public Works Projects requiring Good Faith Efforts to contact MBEs. It is the bidder's sole responsibility to verify whether any listed minority-owned business meets the MBE qualifications. Attach additional pages if necessary.

PAGE \_\_\_\_\_ OF \_\_\_\_\_

Project Number: 120-010R MBE Participation Goal 0.0% (DIVISION B)

Project Name: Walker Field House Restoration Project

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature) (Title) (Date)

MBE Firm \_\_\_\_\_

Owner or Contact at MBE Firm \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

TYPE OF WORK SOLICITED FOR THIS PROJECT:

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RESULTS OF CONTACT WITH THE MBE FIRM:

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MBE Firm \_\_\_\_\_

Owner or Contact at MBE Firm \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

TYPE OF WORK SOLICITED FOR THIS PROJECT:

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RESULTS OF CONTACT WITH THE MBE FIRM:

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CITY OF SOUTH BEND  
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



FORM WBE-2.1  
WBE CONTACTED (DIVISION B)

This completed form should be supplied with Bids that pertain to City of South Bend Public Works Projects requiring Good Faith Efforts to contact WBEs. It is the bidder's sole responsibility to verify whether any listed minority-owned business meets the WBE qualifications. Attach additional pages if necessary.

PAGE \_\_\_\_\_ OF \_\_\_\_\_

Project Number: 120-010R WBE Participation Goal 0.0% (DIVISION B)

Project Name: Walker Field House Restoration Project

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature) (Title) (Date)

WBE Firm \_\_\_\_\_

Owner or Contact at WBE Firm \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

TYPE OF WORK SOLICITED FOR THIS PROJECT:

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RESULTS OF CONTACT WITH THE WBE FIRM:

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WBE Firm \_\_\_\_\_

Owner or Contact at WBE Firm \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

TYPE OF WORK SOLICITED FOR THIS PROJECT:

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RESULTS OF CONTACT WITH THE WBE FIRM:

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CITY OF SOUTH BEND  
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



FORM MBE-2.1  
MBE CONTACTED (ALTERNATE 1)

This completed form should be supplied with Bids that pertain to City of South Bend Public Works Projects requiring Good Faith Efforts to contact MBEs. It is the bidder's sole responsibility to verify whether any listed minority or woman business meets the MBE qualifications. Attach additional pages if necessary.

PAGE \_\_\_\_\_ OF \_\_\_\_\_

Project Number: 120-010R MBE Participation Goal 0.8% (Alternate 1)

Project Name: Walker Field House Restoration Project

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature) (Title) (Date)

MBE Firm \_\_\_\_\_

Owner or Contact at MBE Firm \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE MBE FIRM:

MBE Firm \_\_\_\_\_

Owner or Contact at MBE Firm \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

TYPE OF WORK SOLICITED FOR THIS PROJECT:

RESULTS OF CONTACT WITH THE MBE FIRM:

CITY OF SOUTH BEND  
MINORITY AND WOMEN BUSINESS ENTERPRISE INCLUSION PROGRAM PLAN



FORM WBE-2.1  
WBE CONTACTED (ALTERNATE 1)

This completed form should be supplied with Bids that pertain to City of South Bend Public Works Projects requiring Good Faith Efforts to contact WBEs. It is the bidder's sole responsibility to verify whether any listed minority-owned business meets the WBE qualifications. Attach additional pages if necessary.

PAGE \_\_\_\_\_ OF \_\_\_\_\_

Project Number: 120-010R WBE Participation Goal 3.1% (Alternate 1)

Project Name: Walker Field House Restoration Project

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature) (Title) (Date)

WBE Firm \_\_\_\_\_

Owner or Contact at WBE Firm \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

TYPE OF WORK SOLICITED FOR THIS PROJECT: \_\_\_\_\_

RESULTS OF CONTACT WITH THE WBE FIRM: \_\_\_\_\_

WBE Firm \_\_\_\_\_

Owner or Contact at WBE Firm \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

TYPE OF WORK SOLICITED FOR THIS PROJECT: \_\_\_\_\_

RESULTS OF CONTACT WITH THE WBE FIRM: \_\_\_\_\_