CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS
REQUEST FOR APPLICATIONS

Notice is hereby given that the City of South Bend, Indiana, will receive applications for the following:

2023 SEWER INSURANCE LATERAL REPAIR PROGRAM

SUMMARY:
The Board of Public Works of the City of South Bend ("City"), on behalf of the Sewage Works Utility is soliciting applications from qualified vendors to serve as preferred vendors for its Lateral Repair Program at the rates herein for one calendar year.

The City is authorized by Sections 17-56 through 17-54 of the City's Municipal Code to offer this Sewer Lateral Repair Program to repair sewer laterals located between the house or building and the public sewer main line which would otherwise be the sole responsibility of the property owner. It is the purpose of this request to establish a list of qualified vendors who will repair sewer lateral lines at the rates established herein.

Complete application instructions are available for download by visiting the City of South Bend's web page at southbendin.gov:

- X Click on "I'm Looking For"
- X Click on "Doing Business in South Bend"
- X Click on "City Contracts – Invitations to Bid"
- X Click on "REQUIRED: Registration Form" to register your company.
- X Select and Print or Download the specifications

You must register to receive addenda and updates to the specific bid/proposal you are interested in. Failure to do so could render your bid non-responsive to the specifications.

There is no charge for the specifications. Questions should be directed by email to Larry Parker or Kevin Dombrowski, at lparker@southbendin.gov or kjdombro@southbendin.gov.

The City reserves the right to review and audit all documents related to this application and to request additional information as determined necessary. Failure to comply with the City's request may be deemed grounds for dismissing the application.

Applications must include the Non-Collusion Affidavit, Non-Debarment Affidavit, Employment Eligibility Verification, and Non-Discrimination Commitment Form.

BOARD OF PUBLIC WORKS
Theresa Heffner, Clerk

Publish two (2) times: December 23, 2022 & December 30, 2022

Applications must meet the minimum specifications as provided herein. There is no scoring matrix as all qualified vendors whose applications meet the minimum specifications and who meet and accept the following required conditions will be accepted into the program:

- Plumber Contractor License in Indiana; and
- Worker's Compensation Insurance; and
- Performance bond in the amount of $25,000 or cash bond in the amount of $25,000; and
- Proof of Commercial General Liability Insurance per Person in the amount of $50,000; and
- Proof of Commercial General Liability Insurance per Occurrence in the amount of $1,000,000
- Three (3) year warranty on all work performed through this program.
- Must follow City of South Bend Department of Public Works Design & Construction Standards.
- Availability for on-call emergency response scheduled on a weekly rotation which includes before/after normal business hours, weekends and holidays. Emergency repairs require completion within 24 hours. Regular repairs require completion within five working days.
- Ability to work in year-round adverse weather conditions.
- Must follow IUPPS 811 compliance prior to and throughout all excavation work performed.
- Responsible for the planning, set-up and removal or subcontracting of all necessary traffic control according to INDOT requirements found in the Indiana Manual on Uniform Traffic Control Devices and the ability to work safely on heavily trafficked streets.
- Must be fully equipped to work safely in underground excavations five feet deep or greater in compliance with OSHA trenching and excavation safety requirements. Company safety manual must be followed and a minimum requirement of two qualified persons for all excavations.
- Responsible for repairing all grass/sod property damage caused by excavation work by spreading topsoil and grass seed within two calendar weeks of leak repair. A list of all repairs completed in grass during the winter season must be kept for returning to complete the topsoil and grass seed work at the start of the spring season.

CITY OF SOUTH BEND, INDIANA

SEWER INSURANCE PROGRAM POLICY

Pursuant to Ind. Code § 36-9-6-10, as amended from time-to-time, the City of South Bend, Indiana ("City") acting by and through its Board of Public Works ("Board") is empowered to contract for and maintain all public drains or sewers necessary to carry off the drainage of the City. Chapter 7, Article 7 of the South Bend Municipal Code establishes a sewer service fund ("Sewer Insurance Program") in order to address the repair of failing private sewer connections, and to address administrative and inspection costs associated with the Sewer Insurance Program. The goal of the Sewer Insurance Program is to provide City residents with an affordable insurance program that covers costs to the owners associated with the repair by a private contractor of a lateral sewer connection to a residence with the City sewer system, subject to a deductible that is the responsibility of the property owner.

The Board has determined that it is in the best interests of the health, safety, and welfare of its citizens to establish certain policies and procedures in order to ensure proper repair and operation of the City's sewers. The Board has further determined that it is in the best interests of the City to establish procedures for the operational implementation of the Sewer Insurance Program, as well as for pre-qualifying private contractors to perform repairs eligible for recovery under the Sewer Insurance Program. The operational implementation of the Sewer Insurance Program is based on the process established in Chapter 7, Article 7 of the Municipal Code. The pre-qualification of contractors for the Sewer Insurance Program is based upon contractor experience, financial strength, technical expertise, satisfactory past performance and compliance with law.

This Policy delegates certain responsibilities to various decision-makers in order to provide for efficient administration and implementation of the Sewer Insurance Program. This Policy is intended to supplement the ordinances establishing the Sewer Insurance Program as same may be amended from time-to-time.

1. The following definitions shall apply to the Sewer Insurance Program:

   a. **"Cable Machine"** shall mean the sewer cleaning technology used to clear out obstructions to a Private Sewer that meets Second Opinion pre-qualification requirements stipulated in the Table on Page 6.

   b. **"Contractor"** shall mean only those contractors meeting the Construction Specifications approved by the City's Board of Public Works (the Board) (see Exhibit G for Construction Specifications) and who have been pre-qualified and pre-approved by the City's Board of Public Works in accordance with this Policy to perform repairs eligible for recovery under the Sewer Insurance Program and are identified on a Registry maintained by the City's Sewer Insurance Program Administrator.

   c. **"Private Sewer"** shall mean all connections from the Public Sewer to the foundation wall of the structure located on private property, including any lateral sewer lines flowing into the Public Sewer.

   d. **"Public Sewer"** shall mean a sewer which is owned and maintained by the City of South Bend for the collection of sanitary sewer effluent.

   e. **"Registry"** shall mean a listing of Contractors that have been pre-qualified and pre-approved by the City's Board of Public Works to perform repairs eligible for recovery under the Sewer Insurance Program. The Registry shall consist of three separate pre-qualification categories as follows:

      i. Second Opinion Contractor: those contractors who are able to evaluate and perform immediate sewer cleaning and repair work to a Private Sewer

      ii. Excavation Contractor: those contractors who are able to perform repair of a Private Sewer through open cut excavation

iii. Special Contractor: those contractors that are able to provide services that are beyond the requirements of typical repair by excavation (i.e. able to perform excavation at depths greater than eight feet, able to dewater, etc.)

f. **"Sewer Insurance Administrator"** shall mean the City's Manager responsible for the administration, implementation and operation of the Sewer Insurance Program.

g. **"Repair"** shall mean any work performed by the City or its designated Contractor to render a Private Sewer to full operational capacity. All work to inspect the Private Sewer shall be inclusive in the repair work as defined herein.

h. **"Homeowner"** shall mean the person or persons who is/are the title holder of the recorded property deed for the property services by the Private Sewer in question including the beneficial owner under a written, recorded land contract.

2. Program Procedures: City staff and contractors operating under the Sewer Insurance Program are required to adhere to the following procedures. Failure by a contractor to adhere to these procedures shall result in removal from the Registry.

a. A homeowner shall notify the Sewer Department through the City 311 system that their Private Sewer is not functioning correctly. The homeowner or property manager representative shall demonstrate proof that they have attempted to have their Private Sewer repaired by a professional sewer cleaner within 90 days of their 311 call. If the homeowner chooses to clean their Private Sewer with his/her own equipment or rental equipment, this does not qualify as a cleaning that would allow the homeowner to file a claim for sewer insurance.

b. Once 311 receives the notification of a sewer backup, the Sewer Department shall inspect the sewer main to determine if the sewer backup was caused by a blockage or other issue with the Public Sewer.

c. If the Sewer Department determines that the sewer backup is due to a Private Sewer malfunction, and not the Public Sector, the case shall be referred to the Sewer Insurance Administrator.

d. The Sewer Insurance Administrator shall open a Sewer Insurance case for the sewer backup location. The Sewer Insurance Administrator shall contact the City Water Works for a determination if the homeowner meets the following conditions:

i. If the homeowner reporting the sewer backup is in fact the owner of the property in question.
ii. If the homeowner is current on their Sewer Insurance payments.

If the homeowner meets the above conditions, the Sewer Insurance Administrator shall then engage the homeowner under the Sewer Insurance Program, and provide the homeowner with the Right of Entry and Release (Exhibit A), a blank Payment Agreement (Exhibit B), and the Sewer Insurance Information Sheet (Exhibit C).

Homeowners who are not considered "current" by Water Works need to work through the 311 system to address their Water Works account issues prior to receiving service through the Sewer Insurance Program.

e. The homeowner shall complete the following actions prior to action being taken under the Sewer Insurance Program to repair the Private Sewer:

   i. Sign an Agreement for right of entry to property and Release furnished by the Sewer Department authorizing right of entry onto the affected private property for purposes of making said repairs and releasing the City from any claim arising from the City's entry onto the property for such repair purposes (form of which is attached hereto and incorporated herein as *Exhibit A*);

   ii. Execute a notarized Payment Agreement (form of which is attached hereto and incorporated herein as *Exhibit B*) with the City of South Bend Water Works for the payment of the 500 deductible that the homeowner is responsible to pay under the Sewer Insurance Program.

f. The Sewer Insurance Administrator shall hire a contractor from the Registry to inspect and repair the Private Sewer. The contractor shall first attempt to clean the line by cable machine. The contractor shall only be released from their attempt to clean the Private Sewer with cable machine by the Sewer Insurance Administrator or his representative.

g. If the contractor successfully cleans the Private Sewer through cable auger, the City shall reimburse the homeowner any difference in cost actually paid by the homeowner if the contractor's fee is less than the $500 program deductible. If the Contractor's cost is greater than, $500 the City will cover the difference in cost from the sewer service fund. If the total cost of repair is less than $500, the Sewer Insurance Administrator shall readjust the total amount due from the homeowner under any Reimbursement Agreement signed by the homeowner to match the actual fee.

h. If the contractor is unsuccessful in cleaning the Private Sewer through use of a cable machine, the City may hire the next contractor from the Registry to repair the Private Sewer through excavation.

i. As conditions warrant, the Sewer Insurance Administrator may authorize a new sewer cleanout to be installed on a Private Sewer to facilitate future clean-out and repair activities on the Private Sewer at no cost to the homeowner minus the cost of the sewer insurance deductible.

   The homeowner shall ensure that their Private Sewer has an accessible 4-inch minimum clean-out to allow access by the City and its contractor. Toilets, floor drains, gutter downspouts, or roof vents are not considered acceptable access points.

j. The Sewer Insurance Administrator may, as situation warrants, and as recommended by the Health Department, direct work to be performed under the Sewer Insurance Program where conditions in a residence threaten the health of the homeowner, tenants or neighboring residents. In such cases, work may proceed as directed with only a signed Right of Entry and Release form, with payment form to be signed after the work is complete.

3. Program Management

   a. The Board designates the Sewer Insurance Administrator as the decision-maker and manager charged with daily oversight and administration of the Sewer Insurance Program. The Sewer Insurance Administrator may prescribe and make recommendations concerning the work performed by Contractors listed on the Registry in order to ensure that the work performed is cost effective for the City and the property owner, with minimal disruption of City services and operations

   b. Pre-Qualification Process:

i. The Sewer Insurance Administrator shall accept proposals from contractors who wish to be pre-qualified as a contractor approved to perform repairs eligible for recovery under the City's Sewer Insurance Program. The pre-qualification process shall include the following:

(1). Submission of a fully-completed Application for Pre-Qualification for the City of South Bend, Indiana Sewer Insurance Program (form of which is attached hereto and incorporated herein as *Exhibit D*); and
(2). Submission of a financial statement or other evidence of financial responsibility; and
(3). Submission of non-collusion affidavit (form of which is attached hereto and incorporated herein as *Exhibit H*); and
(4). Any other documentation or criteria which the Sewer Insurance Administrator, in its sole discretion, requests in order to permit the Sewer Insurance Administrator to evaluate a contractor's experience, financial strength, technical expertise, satisfactory past performance and compliance with law.

Applications shall be accepted by the Board on a rolling basis.

The Sewer Insurance Administrator reserves the right to request additional information from perspective contractors in order to fully evaluate a contractor's pre-qualification application.

The Sewer Insurance Administrator, upon receipt of an application, shall present to the Board for approval to the Registry. The Board shall use its best efforts to approval the vendor's application in a timely fashion.

ii. Upon submission of the following, Contractors who are accepted by the Board through the pre-qualification process described in Paragraph 3a, shall be listed on the City's Registry for a period up to one year commencing annually on January 1st:

(1). Performance bond in the amount of $25,000 or cash bond in the amount of $25,000; and
(2). Proof of Liability Insurance Per Person in the amount of $50,000; and
(3). Proof of Liability Insurance Per Occurrence in the amount of $1,000,000; and
(4). Worker's Compensation Insurance.

iii. The City reserves the right to reject any and all Applications for Pre-Qualification, and refuse to include a contractor on the Registry if the City determines in its sole discretion that the Contractor lacks sufficient experience, financial strength, technical expertise, or equipment to perform work under the City's Sewer Insurance Program, or has failed to comply with applicable statutes, ordinances, rules and regulation, or has failed to completely perform their work satisfactorily. The City may also limit the number of pre-qualified Contractors to be listed on the Registry.

iv. In order for a Contractor to renew its listing on the Registry, the Contractor shall submit an updated Application for Pre-Qualification not later than December 15th of the year prior to the renewal term.

v. The Registry shall be continuously updated pursuant to rolling applications.

vi. In order for a Contractor to be approved for listing on the Registry, Contractor must not be under investigation for any criminal behavior by any State or Federal agency. A failure to disclose such investigation may impact a Contractor's determination of "responsible" under I.C. 36-1-2-15.5 on future City Public Work projects.

c. Registry Management

i. The Registry shall be maintained at the office of the Sewer Insurance Administrator, with a copy held by the Clerk for the City's Board of Public Works.

ii. The Registry shall consist of three separate pre-qualification categories. The categories and pre-qualification requirements are as follows:

Pre-Qualification Category	Definition	Pre-qualification Requirements
Second Opinion	Those contractors who are able to evaluate and perform immediate repair work to a Private Sewer	Equipment: • CCTV system (optional) • Cable machine; o Industrial gear driven device or equivalent; o ¾ HP motor o ¾" cable minimum size; ability to clean a minimum of 180' o Four blade cutter (2", 4") o Sharktooth cutter (2", 4" & 6") o Expanding cutter(s) (up to 6" expansion) o Blow bag (optional) o Retrievers (big & small) Experience: Demonstrate experience through reference covering use of required equipment on sewer line repair with a cable machine for lines up to 6"
Excavation	Those contractors who are able to perform repair work to a Private Sewer through open cut excavation to a maximum depth of nine feet. *NOTE: benching a trench excavation shall only be authorized as an approved method of trench excavation by the Sewer Insurance Administrator on a case by case basis and will not be assumed as an authorized practice or technique for pre-qualification.*	Equipment: • Trench box system to provide trench safety per OSHA at a trench width of four feet (outside width) • Excavation equipment sufficient for a trench width of no more than three feet wide and eight feet deep. Experience: Demonstrate experience through reference regarding sewer line repair trough open cut excavation and appropriate post-construction property restoration. Safety: OSHA confined space training certification

Pre-Qualification Category	Definition	Pre-qualification Requirements
		OSHA competent person training certification
Special	Those contractors who are able to perform repair work under the following conditions: • Dewatering (any depth) • Open cut excavation greater than nine feet deep	Equipment: • Trench box system to provide trench safety per OSHA for depths greater than eight feet at a trench width of four feet (outside width) • Excavator able to support excavation depths deeper than eight feet with a trench width no greater than four feet. Experience: Demonstrate experience through reference for any special considerations or conditions Safety: OSHA confined space training certification OSHA competent person training certification

iii. A contractor may be pre-qualified for any combination of the categories within the Registry.

iv. The Director of Public Works, or its designee, reserves the right to utilize a contractor not pre-qualified on the Registry on a conditional basis for emergency purposes only. Such emergency purposes shall be the sole discretion of the Director of Public Works. If such an emergency occurs, the Director of Public Works, or its designee, shall be required to follow Indiana law with respect to the use of an emergency purchase order.

v. A contractor shall have one of the two following pre-qualified conditions assigned by the Sewer Insurance Administrator:

(1). Fully pre-qualified: This condition indicates that the Sewer Insurance Administrator has determined that a contractor has demonstrated through actual work, technical skill, equipment on hand, or references that they have the capability to perform the work required for the pre-qualification category in question.

(2). Probationary pre-qualified: This condition indicates that the Sewer Insurance Administrator has determined that the contractor has met one of the following situations:

(a) The contractor has not demonstrated technical qualifications to the complete satisfaction of the Sewer Insurance Administrator, and is being placed on the Registry provisionally; or

(b) The contractor's success rate in repair of a Private Sewer over a rotating six month basis has dropped below 75%; or

(c) The contractor was fully pre-qualified, but has not demonstrated the technical competence claimed on the pre-qualification form provided.

vi. The Sewer Insurance Administrator shall develop the three categorical lists within the Registry with order of contractors based on the date which their pre-qualification application was received. If multiple applications are received on the same date, contractors for that date shall be listed in the Registry in alphabetical order.

vii. The Sewer Insurance Administrator shall call contractors from the Registry in the order each contractor appears on a rotational basis. If a contractor refuses a call, or is unable to respond by the following business day, said contractor shall forfeit until the next rotation.

viii. The Sewer Insurance Administrator shall call contractors from the Registry when repair conditions change and the nature of the repair work moves from a Second Opinion to either an Excavation or Special condition.

d. If the Sewer Insurance Administrator determines that a Contractor is not fully complying with applicable statutes, ordinances, rule and regulations or whose work has been determined to be unsatisfactory, or lacks sufficient financial strength, equipment or technical expertise to perform the work may be removed from the Registry for a period of up to three years from the date of the violation, and shall not be eligible for cost recovery under the Sewer Insurance Program.

e. If either the Board or Sewer Insurance Administrator learn of an ongoing criminal investigation of Contractor after approval to the Registry, the Board is authorized to take action to suspend Contractor from the Registry pending the outcome of such criminal investigation. Reinstatement to the Registry will be subject to the process described under Section 3(f).

f. Contractor Notification Process: If a contractor's status in the Registry changes in any way, the Sewer Insurance Administrator shall notify that Contractor of the Sewer Insurance Administrator's determination in writing within ten working days of the alleged violation, or pre-qualification status change. Contractors wishing to appeal the Sewer Insurance Administrator's determination shall file a written appeal to the Board not less than five business days following the date of the Sewer Insurance Administrator's notice to the Contractor. The Board shall hear evidence on the Contractor's appeal at its next regular Board meeting, and the Board's decision shall be final and conclusive unless an appeal is taken as in all other civil matters. The Sewer Insurance Administrator's decision shall be entitled to deference by the Board unless it is arbitrary, capricious, an abuse of discretion, or inconsistent with the rules and regulations of this Program.

g. Contractors shall perform construction activities for repair work in accordance with the construction specifications found in Exhibit G of this policy.

h. The Director of Public Works, or its designee, may, from time-to-time, make recommendations to the Board concerning the safe and efficient operation of the Sewer Insurance Program, establish certain procedures to ensure that work completed by private contractors under the Sewer Insurance Program is consistent, cost effective and professionally performed, and shall keep the Board appraised as to unsatisfactory performance of a Contractor listed on the Registry to warrant being removed from the Registry.

i. The Sewer Insurance Administrator shall select contractors from the Registry in a specific order set based on the date and time of application for pre-qualification annually. The order shall not change unless a contractor is removed from the registry. The Sewer Insurance Administrator may not deviate from the order unless there is a unique situation where the selected contractor may not have uniquely qualifying experience to address. If a contractor is skipped in selection for this reason, they will maintain their place as the next available contractor on the Registry. The contractor selected out of turn will be counted as having performed a service and will be skipped in the normal rotation through the Registry until they come back on the list as the next normally

available contractor. A contractor shall respond to the selection for work in a reasonable timeframe (max response timeframe is 24 hours or the next business day whichever is shorter). Contractors unable to respond in a reasonable timeframe shall notify the Sewer Insurance Administrator at the initial request for service. Inability to respond will count as work performed and the Sewer Insurance Administrator shall move to the next contractor on the pre-qualified list.

A contractor may be removed from the Registry by the Sewer Insurance Administrator due to a pattern of lack of responsiveness on the part of the contractor. A pattern of lack of responsiveness shall be considered if a contractor does not accept over 50% of selections by the Sewer Insurance Administrator over a period of six months.

j. The Sewer Insurance Administrator shall conduct a quarterly evaluation of contractors on the Registry to maintain a standard of quality performance. Contractors must successfully repair 75% of their cable auger repairs within a sustained six month period to maintain their fully pre-qualified.

If a contractor fails to maintain a 75% success rate, they shall be reduced to a probationary pre-qualified status for the next quarter. Should a contractor's performance not improve during the first probationary quarter, the Sewer Insurance Administrator may elect to either remove the contractor for the remainder of the calendar year or grant an additional probationary quarter. A contractor may not have more than two consecutive probationary quarters in a calendar year. If a contractor improves their success rate to 75% or above, they shall be re-instated to a fully pre-qualified status on the Registry.

k. The rate schedule for contractor costs incurred while performing work as directed by the Sewer Insurance Administrator as attached hereto under Exhibit E. These rates will be reviewed by the Sewer Insurance Administrator annually and any revisions requested through the Board prior to the beginning of a new calendar year.

Contractors may petition the Sewer Insurance Administrator to add or adjust rates within the rate schedule. If petitioned, the Sewer Insurance Administrator shall contact all pre-qualified contractors to determine if additional rate categories are needed. The Sewer Insurance Administrator shall report contractor petitions and response to the Board with recommendation regarding adding additional rates or re-setting the rate amounts.

l. The Sewer Insurance Administrator shall provide a quarterly report to the Board with recommendations and analysis of the program. The quarterly report shall contain the following information:
   i. Contractor performance: include recommendations as to which jobs/cleanings cannot or should not be held against a contractor for determination of continued competency (provide proof of extreme conditions of the specific situation)
   ii. Contractor billings per job type. Use Exhibit F for definition of job types and levels of excavation.

m. Contractors shall be directly and solely liable to a Homeowner for any damage to any Homeowner's person or property caused by the Contractor's acts, conduct or omissions arising from or within the scope of this Program. Contractor shall release and fully indemnify the City from any claim or cause of action of any kind which Homeowner may make against the City for any act, conduct or omission by the Contractor under this Program. Indemnification includes but is not limited to Contractor's payment of any legal fees or legal expense incurred by the City in defending such Homeowner claim.

Exhibit A

AGREEMENT FOR THE PURPOSE OF TEMPORARY RIGHT OF ENTRY RELEASE AND INDEMNIFICATION

WE, THE UNDERSIGNED, being the Owner(s) and/or Tenant(s) of the real estate described below, give the right, privilege and authority for the purpose of Temporary Right of Entry onto and/or across said real estate for the following purpose:

Purpose of Entry:

a. For inspection of the private sewer to determine if the line is broken and requires repair and replacement; and
b. For making repairs to or replacement of said private sewer line by the City of South Bend, Indiana.

Property Location: _____, South Bend, Indiana.
(property address)

Dates: Beginning on _____ and ending after _____

The undersigned does/do hereby agree to jointly and severally, release, indemnify and hold the City of South Bend (the City), and its agents, employees, contractors, successors and assigns harmless from all suits, claims or proceedings of any kind, as a result of the City's entry on the above property under this Agreement. This does not include release from damage caused by a Program Contractor performing repair work. The undersigned further acknowledge(s) that this release includes but is not limited to any damage to the foundation, the foundation walls and/or the building line and exterior brick wall resulting from excavation necessary to make repair, and that South Bend Municipal Code Sec. 17-61 expressly requires a property owner to be fully responsible for any repair of the lateral sewer line from inside the basement to the outside exterior brick wall of the above property. This means that any sewer line break or malfunction which exists under the building foundation is the owner's sole responsibility and is not covered under the City insurance program. Nor does the Sewer Insurance Program cover any costs relating to removal or replacement of trees, shrubbery, plants, lawns, sprinkler systems, or other landscaping features or hard surface improvements such as driveways, patios, and sidewalks, gas grills, and similar items per South Bend Municipal Code Sec. 17-58.

This Agreement shall be interpreted and enforced according to the laws of the State of Indiana.

The undersigned persons executing and delivering this Agreement represent and certify that they are the owners or tenants of the said property and have the authority to execute and deliver this Agreement and that all necessary action has been taken and done.

DATE: _____

OWNER(S) / TENANT(S):

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

Witness: _____
(City employee requesting access to property)

_____
(printed name)

Exhibit B

SEWER REPAIR REIMBURSEMENT AGREEMENT
City of South Bend, Indiana

Billing Address:

_____
_____
_____

Date: _____
Borrower's SSN: -

I, _ , (Borrower) of __ , South
_____ _____
Bend, Indiana promise to pay to the order of the Sewer Repair Fund, South Bend Water Works, 125 West Colfax Avenue, P.O. Box 1714, South Bend, Indiana 46634, the sum of $500 as follows:

One hundred dollars ($100) at the time of the execution of this note, followed by 11 monthly payments of $33.34, and one final payment of $33.26 (total 12), all added to my South Bend water bill at the address listed above which I agree to pay.

I understand that there will be no interest charged on the amount due pursuant to this note as long as my payments are current, but that during any period of delinquency, I will be charged interest at the rate of eight percent per annum. I hereby waive presentment for payment, protest, notice of protest, and nonpayment of this note, and agree that upon default in payment of this note, or any part when due, the whole amount remaining unpaid shall, without notice or nonpayment or demand of payment, immediately become due and payable, with attorney's fees and without relief whatsoever from valuation of appraisement laws.

I understand that if the total cost of repair is less than $500, that Water Works shall amend my payment schedule to match the actual cost of the repairs.

Contact Person for Borrower (excluding spouse):

_____
Name & relationship to Borrower (Please print)

BORROWER: _____
(Signature)

Telephone No: _____

Telephone No:

State of Indiana)
) SS:
St. Joseph County)

Subscribed and sworn to before me, a Notary Public in and for said County and State this_____day of _____, 20 .

_____
Notary Public

_____
Commission Expiration Date

Exhibit C

PROPERTY OWNER FACT SHEET
CITY OF SOUTH BEND SEWER INSURANCE PROGRAM

What is the Sewer Insurance Program?

The Sewer Insurance Program (the Program) assists South Bend homeowners in the repair of their sewer connection lines from the outside of their building to the City main line usually located under the adjacent street. ***The repairs covered by the Program are those which do not result from failure to perform regular maintenance and line cleaning. After a sewer line is repaired under the Program, the owner is responsible for removal or replacement of any trees, shrubbery, plants, lawns, sprinkler systems, or other landscaping features, and for replacing hard surface improvements such as asphalt, concrete, or brick driveways, patios, sprinkler systems, gas grills, utility lines, foundations, and any other surface or subsurface improvements found on public or private property.***

Who qualifies for the Program?

If you are a residential water utility customer living in a dwelling with no more than two units or a commercial water utility customer, paying for sewer and water service within the City of South Bend, you may have the option of filing a sewer insurance claim with the City of South Bend.

If I have a sewer back-up in my home, what is the procedure?

1. If you are experiencing a back-up in your home, please call the City's 311 service center.
2. The City's Sewer Department will determine if the blockage is a result of the City's sewer main or the residential sewer lateral to your home.
3. If the back-up is due to a blockage in your sewer lateral, you will be advised to first hire a private sewer cleaning contractor to attempt to open up your private lateral line.
4. If this attempt to open up the private lateral fails, the Sewer Insurance Administrator will work with the homeowner to sign up for the City's program, and will arrange for the owner's payment of the required $500 deductible.
5. The repair will be completed by one of the City's approved contractors with the repair and costs monitored by the Sewer Insurance Administrator.

Please explain the cost of the Program:

Sewer line repairs often cost several thousand dollars. Under the Program, the homeowner is responsible only for payment of the $500 insurance deductible. Before a Program qualified contractor will repair your sewer connection, you must complete forms and pay the $500 deductible or at least $100. You can arrange to pay the balance in 12 equal installments as part of your water bill by signing a payment agreement. You must also sign a separate form authorizing the City to enter your property to make repairs. Return the signed forms along with your deductible payment to:

South Bend Water Works
125 West Colfax Avenue
P.O. Box 1714
South Bend, Indiana 46634

The Water Works also can notarize your payment agreement if you return it to them in person.

Exhibit D

APPLICATION
PRE-QUALIFICATION FOR THE CITY OF SOUTH BEND, INDIANA
SEWER INSURANCE PROGRAM

Name of Company:

Pre-Qualification Category

Second Opinion	Excavation	Special
☐	☐	☐

Attach copies of the following documents:

1. License Number
2. Bond letter stating limits for single project and aggregate program
3. (Corp. or LLC Only) Corporate authority and/or proof of registry with the Secretary of State to do business in Indiana

Principal Place of Business:			
Mailing Address:			
Telephone: ( )	Cell: ( )	Fax: ( )	E-Mail:
Ownership Information *(Identify all owners if the Company, if applicable)*			
Nature of Company's Business *(Briefly describe the type of services your company provides)* *(Provide references as needed to validate experience for specific pre-qualification)*			
OSHA Competent Person Certification *(Name of holder, expiration date)*			

OSHA Confined Space Training Certification *(Name of holder, expiration date)*	
License Information *(Name of holder, license type, number)*	
Equipment On Hand *(Provide proof of ownership and list of equipment owned by company for use in determination of pre-qualification)*	

By signing and submitting this application, I/we agree to follow all City of South Bend Prevailing Specifications and Special Provisions (enclosed in the Sewer Insurance Program Policy as Exhibit G)

By signing and submitting this application for pre-qualification, I/we understand that as a Contractor under the City Sewer Insurance Program, I/we shall be directly and solely liable to a Homeowner for any damage to any Homeowner's person or property caused by the Contractor's acts, conduct or omissions arising from or within the scope of this Program. I/we shall release and fully indemnify the City from any claim or cause of action of any kind which Homeowner may make against the City for any act, conduct or omission by the Contractor under this Program. Indemnification includes but is not limited to Contractor's payment of any legal fees or legal expense incurred by the City in defending such Homeowner claim.

Signature	*Signature*	*Signature*
Title	*Title*	*Title*
Date	*Date*	*Date*

Exhibit E

SEWER INSURANCE
CONTRACTOR RATE SCHEDULE

December 20, 2022

Pre-qualification category: Second opinion

Cable Augering	$216.00	Hour

Pre-qualification category: Excavation

Notes:

1. Total crew size shall be a maximum of two persons unless otherwise approved by the Sewer Insurance Administrator or representative thereof.
2. Equipment costs shall include operator for same.
3. Contractor shall invoice all other material used on an itemized basis.
4. No rate adjustments shall be made for overtime hours nor fees associated with travel time.
5. There will be no fees associated with use of pick-up trucks and trailers.

Trip Charge for Excavator	$324.00	Job
Excavator	$162.00	Hour
Trip Charge for Other Equipment	$135.00	Job
Rubber tire backhoe	$130.00	Hour
Mini Excavator	$130.00	Hour
Air Compressor	$119.00	Job
Combination Cleaner Truck	$324.00	Hour
Compactor (hand)	$54.00	Job
Dump Truck (20 yd)	$97.00	Hour
F350 Dump Truck or Similar / Trailer	$76.00	Hour
Laborer	$75.00	Hour
Saw Cutting	$81.00	Job
Trench box, 6' x 6 ' *	$151.00	Job
Trench box, 8' x 6' *	$324.00	Job
Trench box, 10' x 16' *	$432.00	Job

*When needed, steel sheeting included in cost of trench box.

Pre-qualification category: Special

Special conditions shall be address by the Sewer Insurance Administrator through City of South Bend emergency contracting procedures.

Exhibit F

SEWER INSURANCE
REPORTABLE JOB CATEGORIES BY PRE-QUALIFICATION CATEGORY

Pre-qualification category: Second opinion

Cable Augering	Repair of a Private Sewer through cleanout of the line by cable machine.
Clean-out	Install of a clean-out by the Sewer Insurance Program as determined by the Sewer Insurance Administrator

Pre-qualification category: Excavation

Dig Level	Definition
1	• Slab home foundation (four to five feet deep) • Repair work performed mainly by hand or backhoe at depths up to five feet
2	• Home has a basement with floor drain • Repair work performed mainly by backhoe at depth from five to eight feet • Trench box may be required
3	• Home has a basement with floor drain • Repair work may require sidewalk removal and replacement • Repair work requires working around water lines • Repair work performed mainly by backhoe at depth from six to eight feet • Trench box required
4	• Home has a basement with floor drain; basement wall may be between sidewalk and curb line • Repair work may require sidewalk removal and replacement • Repair work requires working around water lines, tree removal required • Repair work performed mainly by backhoe at depth from seven to ten feet • Trench box required

Pre-qualification category: Special

Dig Level	Definition
5	• Home has a basement with floor drain; basement wall may be between sidewalk and curb line; repair work involves work under the street pavement • Repair work may require sidewalk and curb removal and replacement • Repair work requires working around large diameter water lines (24" diameter), large gas mains (six-inch diameter), tree removal required • Repair work performed mainly by backhoe at depth from nine to 15 feet • Trench box required
6	Replacing long sections of Private Sewer with new pipe or using liner to fix sections of pipe.

Exhibit G

SEWER INSURANCE
PROGRAM SPECIAL PROVISIONS

I. PREVAILING SPECIFICATIONS AND DESIGN & CONSTRUCTION STANDARDS

The City of South Bend's **PREVAILING SPECIFICATIONS**, most recent version, and **DESIGN & CONSTRUCTION STANDARDS**, most recent version, and the INDOT Standard Specifications, current edition with all Supplemental Specifications to date, are to be used in this program.

Each contractor is specifically instructed to become completely familiar with the **PREVAILING SPECIFICATIONS** and the **DESIGN & CONSTRUCTION STANDARDS** prior to submitting a pre-qualification application.

These **SPECIAL PROVISIONS** will list only "Additions" or "Deletions" to the **PREVAILING SPECIFICATIONS** and are to be used only in conjunction with the **PREVAILING SPECIFICATIONS.**

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

II. TERM "OR EQUAL"

A. Prevailing Specifications/INDOT Standard Specifications Section: None

B. Additions:

1. Where the term "or equal" is used in these specifications, the contractor deviating from specified item shall file with his/her bid a letter fully explaining and justifying his/her proposed article or equal with the Sewer Insurance Administrator. The Sewer Insurance Administrator shall be the sole judge in determining if the "or equal" offered meets the specification.

III. TAX EXEMPT

A. Prevailing Specifications/INDOT Standard Specifications Section: 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).

IV. CONTROL OF WORK

A. Prevailing Specifications/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 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.

V. LEGAL RELATIONS

A. Prevailing Specifications/INDOT Standard Specifications Section: 107

B. Additions:

1. The Owner, where mentioned in these documents, is the City of South Bend. The Engineer, where mentioned in these documents, is the South Bend Department of Public Works, acting through its Bureau of Construction.

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 Engineer 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.

VI. PROSECUTION AND PROGRESS

A. Prevailing Specifications/INDOT Standard Specifications Section: 108

B. Additions:

1. In the event that excessive inclement weather causes a delay in work, the Contractor may apply in writing for an extension of work schedule. The Director of Public Works through his authorized representative will establish all time extensions.

2. Liquidated damages will be assessed at the cost of the day's work on the given day that the work is not completed as assigned or agreed upon.

3. All work will be done between 7:00 a.m. and 6:00 p.m. unless authorized otherwise by the Sewer Insurance Administration. The contractor shall not be paid for travel time and shall not bill for overtime hours.

4. The Contractor shall plan his work and provide signs, barricades, personal notifications, watchmen or any other necessary means to prevent damage to work site by vandals and passers-by. This effort is considered incidental to the work. No direct payment will be made.

VII. INSURANCE

A. Prevailing Specifications/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 - $1,000,000 or $50,000 per person.

b. There shall be no exclusion for explosion, collapse or underground hazard.

c. Workmen's Compensation: Statutory State of Indiana Employer's Liability - $100,000.

d. Auto Liability: Bodily Injury and Property Damage Combined Single limit - $1,000,000.

e. City of South Bend shall be named as additional insured on the Certificate.

VIII. DEWATERING AND PROTECTION OF EXISTING STRUCTURES

A. Prevailing Specifications/INDOT Standard Specifications Section: None

B. Additions:

1. The Contractor shall be responsible for providing all materials necessary for the dewatering and protection of existing structures to perform the work included on this project.

2. The Contractor shall submit a Dewatering and Protection of Existing Structures Plan to the Owner and Engineer for review prior to beginning any work affected by the control of ground water and protection of existing structures. The plan shall include drawings, calculations and descriptions, as necessary, to clearly describe the nature of the methods to be used by the Contractor. The plan must be prepared, signed and sealed by a Professional Engineer registered in the State of Indiana, who is experienced in dewatering techniques and support of structures and hydraulic loadings. The plan must be submitted, reviewed and comments addressed adequately before the start of construction. The responsible Professional Engineer shall supervise and monitor the installation and operation of the dewatering/protection of existing structures elements. The Contractor shall have full responsibility for the adequacy of the dewatering methods of the diversion/retention systems used, and for protection of all existing structures.
3. Foundations and all other parts of the construction site shall be dewatered and kept free of standing water and muddy conditions, as necessary, for the proper execution of the work. The Contractor shall install, maintain, and operate all cofferdams, sumps, and other temporary diversion and protective works needed to control ground water and surface water at the site. Since the work will be performed in a residential/commercial area, all continuously operating equipment such as pumps and generators must be muffled and enclosed in noise dampening structures so as not to cause a nuisance to nearby residences and commercial establishments.

4. Control of surface and groundwater shall be continuous during the period of construction so that damage to the work shall not occur. Removal of water from the construction site shall be performed so that erosion and the transporting of sediment and other pollutants are minimized. When temporary works used for dewatering are no longer needed, the Contractor shall remove them and return the area to a condition similar to that which existed prior to construction.

IX. SANITARY SEWER AND LATERALS

A. Prevailing Specifications/INDOT Standard Specifications Section: 2001, 2100, 715 and City Standard Drawings WW-2, WW-3, WW-6, WW-7 and WW-8.

B. Additions:

1. This work shall entail the removal of conflicting portions of existing sanitary laterals and the reinstatement of said laterals encountered in the progress and prosecution of the work and the installation of new sanitary sewer pipe and laterals and connection to the existing system.

2. Where proposed work conflicts with existing private building sewer laterals, a segment of the existing sewer lateral, in conflict, shall be removed and replaced/reinstated. Removal of existing sanitary laterals shall be limited to the first joint upstream and downstream of the portion of work in conflict with the proposed improvements, or as required to tie into existing lateral locations. This work will be measured on a per instance basis for conflicting laterals encountered during the course of the Work and shall include all labor, equipment and materials (including pipe, fittings and couplings).

3. Replacement work materials shall be PVC SDR 35 per ASTM D3034. New sanitary laterals and fittings shall be 6-inch diameter PVC SDR 35 per ASTM D3034 unless otherwise directed by the Owner. The pipe and fittings for the 12-inch and 8-inch Sanitary Sewer shall be PVC SDR 35 per ASTM D3034.

4. The work performed with this Pay Item shall conform to the current City Standards and IDEM's requirements

5. Watertight joints shall be provided at all connections.

6. Installation of the sanitary sewer pipe shall be in accordance with the pipe manufacturer's recommendations, ASTM D2321, the City of South Bend's requirements and IDEM's requirements. Pipe installations shall be backfilled as shown on the Plans or as directed.

7. The termination point of each sanitary sewer lateral shall be marked with a steel reinforcing bar and with a wood stake. The reinforcing bar shall be size #4, installed flush with proposed grade and shall extend to the center of the sewer lateral pipe. The reinforcing bar shall be offset from the end of the lateral pipe such that it does not touch the pipe. The wood stake shall be pressure treated and shall be 2"x2"x24" long. The top of the stake shall protrude 6"above finish grade. The sanitary sewer lateral markers are incidental to the respective pay item.

8. Leakage tests of the sanitary sewer shall be conducted by the Contractor for infiltration or exfiltration using a hydrostatic test. The hydrostatic test shall be performed with a minimum positive head of 2-feet. The rate of infiltration or exfiltration shall not exceed 100 gallons per inch diameter per mile per day for any section of the system. In lieu of the hydrostatic test, all sanitary sewer piping shall be subject to a low pressure air test per ASTM F1417. The City and Engineer shall be advised 48-hours prior to conducting all tests.

9. A five percent (5%) Mandrel Deflection Test shall be performed on all PVC sanitary sewer pipe.

10. These pipes shall be mandrelled with a rigid device sized to pass five percent (5%) or less deflection (or deformation) of the base inside diameter of the pipe. The Mandrel Test shall be conducted no earlier than thirty (30) calendar days after reaching final trench backfill grade. Each pipe material/type required to be Mandrel tested shall be tested with a Mandrel approved by the pipe manufacturer and meeting the requirements of this section. The test shall not be performed with the aid of a mechanical pulling device.

11. The mandrel shall be pulled by hand through all sewer lines in a manner acceptable to the City and any section of sewer not passing the mandrel shall be uncovered, replaced or repaired to the City's satisfaction and retested.

12. The Contractor shall provide proving rings to check the mandrel. Drawings of mandrels with complete dimensions shall be furnished by the Contractor to the City upon request for each diameter and specification of pipe.

13. Bypass pumping required to complete the work shall be discharged to the nearest existing sanitary sewer or as directed by the Owner. The sanitary sewer bypass pumping work item shall include all labor, equipment and materials as required to maintain continuous service of the existing sanitary sewer system. The bypass pumping system shall operate such that surcharging and backups of the existing system does not occur.

Exhibit H

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 _____)
) 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, 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 employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation 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 may consider the Contractor's good faith efforts to obtain participation by those Contractors 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.

In no event shall persons or entities seeking the award of a City contract be required to award a subcontract to an MBE/WBE; however, it may not unlawfully discriminate against said WBE/MBE. A finding of a discriminatory practice by the City's MBE/WBE Utilization Board shall prohibit that person or entity from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contact for 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 on this project if awarded. 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 _____