

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 <i>(Identify all owners if the Company, if applicable)</i>			
Nature of Company's Business <i>(Briefly describe the type of services your company provides)</i> <i>(Provide references as needed to validate experience for specific pre-qualification)</i>			
License Information <i>(Name of holder, license type, number)</i>			

<p>Equipment On Hand <i>(Provide proof of ownership and list of equipment owned by company for use in determination of pre-qualification)</i></p>	
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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.

_____	_____	_____
<i>Signature</i>	<i>Signature</i>	<i>Signature</i>
_____	_____	_____
<i>Title</i>	<i>Title</i>	<i>Title</i>
_____	_____	_____
<i>Date</i>	<i>Date</i>	<i>Date</i>

Exhibit E

**SEWER INSURANCE
CONTRACTOR RATE SCHEDULE**

Effective through December 31, 2014

Pre-qualification category: Second opinion
Cable Augering

\$200.00 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.

Trip Charge for Excavator	<u>\$250.00</u>	<u>Job</u>
Excavator	<u>\$140.00</u>	<u>Hour</u>
Trip Charge for Other Equipment	<u>\$70.00</u>	<u>Job</u>
Rubber tire backhoe	<u>\$80.00</u>	<u>Hour</u>
Mini excavator	<u>\$80.00</u>	<u>Hour</u>
Compactor (hand)	<u>\$50.00</u>	<u>Job</u>
Dump truck (20 yd)	<u>\$80.00</u>	<u>Hour</u>
Dump truck / trailer	<u>\$65.00</u>	<u>Hour</u>
Laborer	<u>\$55.00</u>	<u>Hour</u>
Saw Cutting	<u>\$75.00</u>	<u>Job</u>
Trench box, 6ø x 6ø	<u>\$140.00</u>	<u>Job</u>
Trench box, 8ø x 10ø	<u>\$300.00</u>	<u>Job</u>
Trench box, 8ø x 16ø	<u>\$400.00</u>	<u>Job</u>
Topsoil (2ø depth)	<u>\$75.00</u>	<u>Job</u>

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 machine driven cable auger.
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	<ul style="list-style-type: none">• Slab home foundation (four to five feet deep)• Repair work performed mainly by hand or backhoe at depths up to five feet
2	<ul style="list-style-type: none">• 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	<ul style="list-style-type: none">• 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	<ul style="list-style-type: none">• 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	<ul style="list-style-type: none">• 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.

**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 Administrator.
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:
2. General Liability: Premises-Completed Operations or Products, Bodily Injury and Property Damage Combined Single Limit - \$1,000,000 or \$50,000 per person.
3. There shall be no exclusion for explosion, collapse or underground hazard.

4. Workmen's Compensation: Statutory State of Indiana Employer's Liability - \$100,000.
5. Auto Liability: Bodily Injury and Property Damage Combined Single limit - \$1,000,000
6. 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:

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

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

Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.

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.

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:

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

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.

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

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.

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, 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 contract for which the discriminatory practice or noncompliance pertains.

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 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 pre-qualification proposal 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 _____