

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

FOR

**2016 Yard Lamppost Program**

**Project No. 116-003**

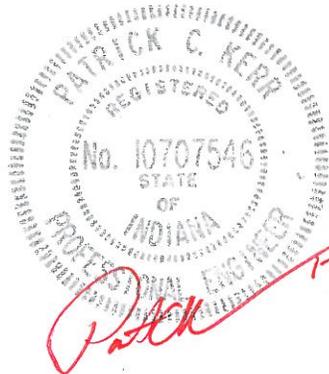
**January 2016**

Prepared for

CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS

By

**Department of Public Works  
Division of Engineering**



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State of Indiana No. 10707546

FOR BIDS DUE: February 18, 2016

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

**2016 Yard Lamppost Program  
Project No. 116-003**

Notice to Bidders	2 Pages
General Conditions	5 Pages
Special Provisions	9 Pages
City of South Bend Contractor's Bid for Public Work Form	10 Pages

## NOTICE TO BIDDERS

Notice is hereby given that the City of South Bend, Indiana, Board of Public Works will receive sealed bids at the Office of the Board of Public Works, County-City Building Room 1316, 227 West Jefferson Blvd, South Bend, Indiana, 46601 until the hour of 10:30 a.m., Local Time, on February 18, 2016 for the following:

### **2016 Yard Lamppost Program** **Project No. 116-003**

Work includes the installation of lampposts and lamps furnished by the City at various residential and small commercial locations throughout the City of South Bend.

The Contract Documents are on file and available for public inspection commencing on the first advertise date during regular working hours at the Department of Public Works (1316 County-City Building, South Bend, Indiana), and at MACIAF 3215-A Sugar Maple Court, South Bend, IN 46628. In addition, specifications are available for download by visiting the City of South Bend's web page at [www.southbendin.gov](http://www.southbendin.gov):

- X Click on "Business"
- X Select "City Bids" and scroll to "RFB, Vehicle, Equipment & Miscellaneous Bids"
- X Click on "Specification Sets & Bid Award Info"
- X Select specification to download
- X Input company information (address/phone/fax/e-mail) where indicated
- X Click on "Submit"
- X Print the specification or save it to your computer

There is no charge for the specifications. The specifications are also available for review only during regular working hours in the Department of Public Works, 1308 County-City Building, South Bend, Indiana 46601.

Bids must be on the City of South Bend Contractor's Bid for Public Work Form, accompanied by a Certified Check or Bid Bond in the amount of not less than five percent (5%) of the base bid plus any alternates, in a sealed envelope noting the project name, number and your company's information on the front.

Each bidder or contractor (hereinafter the contractor) must comply with "City of South Bend EEO Contracting Provision Diversity Utilization" included in the specifications as to each construction trade it intends to use on this construction contract and all other construction work (both federal and non-federal) in the St. Joseph County area during the performance of this contract or subcontract. The contractor commits itself to the goals for minority manpower and all other requirements, terms and conditions of these bid conditions by submitting a properly sealed bid. Woman and Minority-Owned Business Enterprises (W/MBE) are encouraged to respond to this notification.

**A Pre-Bid Conference will be held on February 8, 2016 at 10:00 a.m. Local Time** at the County-City Building Room 1316, 227 West Jefferson Blvd, South Bend, Indiana, 46601. An authorized representative from the interested Bidder must attend in person. Any questions about bidding conditions must be addressed to Hana Parkhill in writing or email at [hparkhil@southbendin.gov](mailto:hparkhil@southbendin.gov) no later than February 10, 2016.

The Board reserves the right to reject any or all bids or to accept a full or partial award of the bid or bids which, in its judgment, will be to the best interests of the City of South Bend.

**BOARD OF PUBLIC WORKS**  
Linda M. Martin, Clerk

Publish two (2) times:  
January 29, 2016  
February 5, 2016

**CITY OF SOUTH BEND**  
**STATEMENT OF POLICY**

The Board of Public Works of the City of South Bend has adopted the following policy regarding the receipt of sealed bids:

All sealed bids submitted to the Board of Public Works must be received in the Board of Public Works Office, 1316 County-City Building, South Bend, Indiana, no later than the advertised time on the advertised date of the bid opening.

It shall be the responsibility of the bidder to see that his/her bid is received prior to the deadline stipulated in the bid advertisement.

Bids submitted by mail and received after the advertised time deadline will not be considered by the Board.

CITY OF SOUTH BEND  
BOARD OF PUBLIC WORKS

Linda M. Martin, Clerk

**NOTE: Incoming mail does not reach the Board of Public Works until after 10:30 a.m. Local Time. If you are sending your bid via Federal Express or another overnight source, please confirm that your package will arrive before the bid opening date and time.**

## 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, upgrading, 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 he 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 he 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 DIVERSITY DEVELOPMENT PROGRAM

The City of South Bend, Indiana has shown its commitment to addressing Minority Business (“MBE”) and Women’s Business Enterprise (“WBE”) participation in public contracting through the adoption of the City of South Bend Ordinance No. 10081-11. 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.

The goal for MBE/WBE participation for the purchase of work, labor, services, supplies, equipment, materials, or any combination in this project is **7.1%** of the total bid amount, whether it be base bid or base bid plus alternate(s). Minority and Women’s Businesses are described on the Indiana Department of Administration website: <http://www.in.gov/idoa/>. It is the bidder’s sole responsibility to verify whether any listed minority or woman business meets the qualifications of a Minority or Women’s owned business. Documentation shall be provided with the bid that states the MBE/WBE that will be contracted, the dollar amount of the work that will be performed on the project and the percentage of the dollar amount as it relates to the total bid amount by using Form MWBE-1.0, Proof of MBE/WBE Participation Goal Form.

In the event the bidder cannot meet the MBE/WBE participation goal set for this project, the award of the contract under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions requires the Contractor’s good faith efforts to obtain participation by those Contractors classified as a Minority Business (“MBE”) or as a Women’s Business Enterprise (“WBE”).

**Failure to either meet the MBE/WBE participation goal set forth in this project or provide ALL the required evidence of good faith efforts with the bid will be grounds for rejecting a bid as non-responsive.**

The requirements that bidders shall supply as good faith efforts to have active participation from MBEs and/or WBEs on this Project is written documentation evidencing the efforts by using Form MWBE-2.0, Evidence of Good Faith Efforts and Form MWBE-2.1, MBE/WBE Contacted. Such documentation shall include but is not limited to the following items:

- a. A listing of all MBE/WBEs contacted including: (1) the name and address of the MBE/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 quotes or other responses from MBE/WBE businesses or other documentations of efforts to encourage and secure competitive quotes from MBE/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 MBE/WBE businesses in St. Joseph County, Indiana and other local Indiana counties 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.

DEPARTMENT OF PUBLIC WORKS  
CITY OF SOUTH BEND, INDIANA

**SPECIAL PROVISIONS**

**2016 Yard Lamppost Program  
Project No. 116-003**

**I. PROJECT DESCRIPTION**

The project involves installing lampposts and lamps furnished by the City at various residential and small commercial locations throughout the City of South Bend. Work includes installation of the lampposts and lamps, up to 50 feet of underground U/F cable, light switch, terminations inside or outside the residence and necessary electrical permits from the Building Department to provide a fully functional yard light. The lampposts and lamps will be picked up by the contractor at a location within the City to be specified by the City and stored by the contractor. The contractor will submit a monthly report showing locations of yard lamps completed.

**II. PREVAILING SPECIFICATIONS AND DESIGN & CONSTRUCTION STANDARDS**

The City of South Bend's **PREVAILING SPECIFICATIONS**, most recent version, and **DESIGN & CONSTRUCTION STANDARDS**, most recent version, are to be used on this project.

Each Bid provider is specifically instructed to become completely familiar with the most recent version of the **PREVAILING SPECIFICATIONS** and the **DESIGN & CONSTRUCTION STANDARDS** prior to submitting a Bid.

Wherever the **PREVAILING SPECIFICATIONS** refer to "State Specifications," it shall mean the 2014 INDOT Standard Specifications for the letting effective after September 1, 2013.

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.

**III. BIDDING REQUIREMENTS**

A. Prevailing Specifications: 2014, INDOT Standard Specifications Section 102

B. Additions:

1. Each Bid provider shall completely execute and submit the following documents with the Bid:
  - a. City of South Bend Contractor's Bid for Public Work Form.
  - b. Bid Bond stating 5% of the total Bid or Certified Check 5% of the bid. Consistent with Indiana Statute 36-1-12-4.5, if the bid price is less than \$200,000, a bid bond is not required.

- d. 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.

**IV. TERM "OR EQUAL"**

A. Prevailing Specifications: None

B. Additions:

- 1. Where the term "or equal" is used in these specifications, the Bid provider deviating from specified item shall file with his/her Bid a letter fully explaining and justifying his/her 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 Bid provider.

**VII. INSURANCE**

A. Prevailing Specifications: 2014, 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. City of South Bend shall be named as additional insured on the Certificate of Insurance.

**VIII. AWARD OF CONTRACT**

- A. Prevailing Specifications: 2014, INDOT Standard Specifications Section 103
- B. Additions:
  - 1. All Bids will remain subject to acceptance for sixty (60) calendar days after the day of the Bid opening, but the City of South Bend may, in its sole discretion, release any Bid and return the Bid security prior to that date.
  - 2. Successful bidder 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 contactor and/or the subcontractors. Failure to comply within the award period may be cause for the Board of Public Works to rescind the award.

**IX. BONDING REQUIREMENTS**

- A. Prevailing Specifications: 2014, INDOT Standard Specifications Section 103
  - 1. Additions:
    - a. The successful Bid provider shall supply the following bonds:
      - (i) 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.
      - (ii) Bid Bond stating 5% of the total Bid or Certified Check 5% of the bid. Consistent with Indiana Statue 36-1-12-4.5, if the bid price is less than \$200,000, a bid bond is not required.

**X. CONTROL OF WORK**

- A. Prevailing Specifications: 2014, 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**

- A. Prevailing Specifications: 2014, INDOT Standard Specifications Section 107w
- 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 City Engineer.
  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.

**XII. SUBMITTALS**

- A. Prevailing Specifications: 2014, INDOT Standard Specifications Section 106
- B. Additions:
  1. Submit four (4) copies or an electronic version of the submittals for all equipment or materials used in this project to the South Bend Department of Public Works for approval. All submittals must be delivered within 7 calendar days from the notice to proceed.
  2. The Department of Public Works will review and return two (2) copies or an electronic version of the submittals within five (5) working days.
  3. The review of the submittal information by the Department of Public Works is to facilitate the satisfactory acceptance of the equipment. This review shall neither relieve the contractor from the responsibility for deviations from the Specifications, nor from errors and omissions in the shop drawings or literature. Parts found not meeting the requirements of these Specifications shall be removed, repaired or replaced at no cost to the OWNER.
  4. Submittals shall include complete manufacturer's descriptive information and shop drawings for all the parts furnished under this contract.
  5. Upon completion of project, the Contractor will supply one (1) conformed set of all submittals to the City of South Bend.

**XIII. PROSECUTION AND PROGRESS**

- A. Prevailing Specifications: 2014, INDOT Standard Specifications Sec. 108
- B. Additions:

1. The project will have a completion date of November 15, 2016. 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.

**XIV. CHANGE OF CONTRACT TIME**

A. Prevailing Specifications: 2014, 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.

**XV. DEFAULT AND TERMINATION**

A. Prevailing Specifications: 2014, 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.

**XVI. LIQUIDATED DAMAGES**

A. Prevailing Specifications: 2014, 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 two hundred dollars (\$200.00) 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.

**XVII. RETAINAGE AND FINAL PAYMENT**

- A. Prevailing Specifications: 2014, INDOT Standard Specifications Section 109
- B. Additions:
  - 1. Payments will be made every thirty (30) calendar days.
  - 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. All parts and labor meet requirements stated in the specifications.
    - b. Provide copies of test reports or cut sheets on all materials supplied.
    - c. Provide As-Built drawings in accordance with the City of South Bend Prevailing Specifications for Public Works.
    - d. One (1) copy of the City of South Bend Completion Affidavit and one (1) copy of a Final Waiver of Lien.

**XVIII. WARRANTY**

- A. Prevailing Specifications: None
- B. Additions:
  - 1. All parts shall include the following:
    - (i) Performance specifications;
    - (ii) Bill of materials
    - (iii) Warranties on all parts; and
    - (iv) Installation and safety requirements.

**XIX. OTHER UTILITIES**

- A. Prevailing Specifications: None
- B. Additions:
  - 1. The Contractor shall verify the locations of all utilities by contacting Holey Moley at 1-800-382-5544 at least two (2) working days, not counting Saturdays, Sundays or federal and state holidays before proceeding with construction. It shall also be the Contractors responsibility to contact any other utility that is not contacted by Holey Moley 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. Unless an allowance is specified in the bid tab, the restoration of sprinkler systems damaged by the Contractor's operations shall be repaired at no cost to the City and Owner of the system. If an allowance is provided in the bid tab, the City will reimburse the Contractor up to the allowance amount for sprinkler repairs. Restoration of sprinkler systems damaged by the Contractor's operations exceeding the allowance will be considered incidental to the contract.

**XX. MAINTENANCE OF TRAFFIC**

- A. Prevailing Specifications: 2014, 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 attached "Traffic Closure 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.
  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 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.

**XXI. DESCRIPTION OF WORK**

- A. Prevailing Specifications: None
- B. Additions:
  1. The installation of up to 150 lampposts and lamps furnished by the City at various residential and small commercial locations throughout the City of South Bend. The City reserves the right to decrease the number of lampposts and lamps.
  2. A notice to proceed shall be given to the contractor prior to April 1<sup>st</sup>. The City shall provide to the contractor a list of all contact information for all lamppost applicants included in this

project. The City reserves the right to provide that list to the contractor incrementally. The contractor shall receive the complete applicant list by July 1<sup>st</sup>.

3. All installation work shall be performed in a neat and professional manner. All methods of construction that are not specifically described or indicated shall be subject to the control of the South Bend Department of Public Works.

## **XXII. INSTALLATION OF LAMPPOSTS, LAMPS, AND CABLE**

A. Prevailing Specifications: None

B. Additions

1. The lampposts and lamps will be picked up by the contractor at a location to be determined by the City and stored at their respective business when notified by the City.
2. The contractor shall submit a monthly report showing locations where the yard lamps have been completed.
3. Includes the installation of lamppost, lamp, and up to 50 feet of underground U/F cable, light switch, terminations inside or outside the residence provided by the City.
  - a. Payment shall be made at the unit price as specified in the proposal as follows:  
Installation of lampposts, lamps, and up to 50 LFT of U/F cable... EA.
4. If the wiring exceeds 50 feet, the contractor shall notify the City. The extra footage shall be utilized only if approved by the city representative. There will be no payment for wiring placed without prior approval.
  - a. Payment shall be made at the unit price as specified in the proposal as follows:  
Additional U/F Cable ... LFT.
5. Contractor must obtain the necessary electrical permits from the City of South Bend building department.



**CITY OF SOUTH BEND, INDIANA  
CONTRACTOR'S BID FOR PUBLIC WORK  
CHECKLIST FOR BIDDERS**

**Project Name** 2016 Yard Lamppost Program  
**Project No.** 116-003  
**For Bids Due** February 18, 2016

From time to time the South Bend Board of Public Works finds it necessary to reject a bid because it does not comply with statutory requirements. In preparing your bid, please use the following checklist in order to make sure that your bid is done in the proper manner.

\_\_\_ Proper bid security included. The bidder has the option of providing either a Certified Check or Bid Bond.

\_\_\_ Bid prepared on the City of South Bend Contractor's Bid for Public Work Form, completely executed.

\_\_\_ Contractor's Non-Collusion and Non-Debarment Affidavit, Certification Regarding Investments with Iran, Employment Eligibility Verification, Non-Discrimination Commitment, and Certification of use of United States Steel Products or Foundry Products.

\_\_\_ Proof of MBE/WBE Participation Goal Form [MWBE-1.0]. If minimum participation goal is not met, also provide Evidence of Good Faith Efforts Form [MWBE-2.0] and MBE/WBE Contacted Form [MWBE-2.1].

\_\_\_ Acknowledge Receipt of \_\_\_ Addendum(s) included with the bid.

\_\_\_ All required additional information is included with the bid.

\_\_\_ Proposal statements and other affidavits all signed by the proper party with name either printed or typed underneath signature.

\_\_\_ This checklist submitted with the Bid.

**This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.**

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

By Authorized Representative:

Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_



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

**Project Name** 2016 Yard Lamppost Program

**Project No.** 116-003

**For Bids Due** February 18, 2016

**PART I**

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

Date: \_\_\_\_\_ Bidder (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:

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

\_\_\_\_\_ (\$ \_\_\_\_\_ )  
(Enter sum of Total Base Bid plus Alternates shown on Proposal) (Numerical)

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids 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 bid 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 bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

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

**BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
Gary A. Gilot, President

\_\_\_\_\_  
David P. Relos, Member

\_\_\_\_\_  
Elizabeth A. Maradik, Member

\_\_\_\_\_  
Therese J. Dorau, Member

\_\_\_\_\_  
James A. Mueller, Member

\_\_\_\_\_  
Attest: Linda M. Martin, Clerk

## **PART II**

(For projects of \$100,000 or more – IC 36-1-12-4)

These statements to be submitted under oath by each bidder with and as part of his bid.

Attach additional pages for each section as needed.

### **SECTION I EXPERIENCE QUESTIONNAIRE**

1. Attach information regarding projects your organization has completed for the period of one (1) year prior to the date of the current bid.
2. Attach a listing of public works projects currently in process of construction by your organization.
3. Attach information regarding any failure to complete any work awarded to you and the location thereof.
4. Attach references from private firms for which you have performed work.

### **SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE**

1. Attach an explanation of your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the City of South Bend to consider your bid.)
2. Attach a listing of the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.
3. If you intend to sublet any portion of the work, attach the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the City of South Bend in the event that you subsequently determine that you will use a subcontractor on the proposed project.
4. Attach a listing of equipment you have available to use for the proposed project.
5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, attach an explanation for the rationale used which would corroborate the prices listed.

### **SECTION III CONTRACTOR'S FINANCIAL STATEMENT**

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the City of South Bend awarding the contract must be specific enough in detail so that said City of South Bend can make a proper determination of the bidder's capability for completing the project if awarded.



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 contract 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 \_\_\_\_\_

**BID/PROPOSAL  
CITY OF SOUTH BEND**



**Project Name** 2016 Yard Lamppost Program

**Project No.** 116-003

**For Bids Due** February 18, 2016

**BASE BID**

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1.	Installation of Lampposts, Lamps and Up to 50 LFT of U/F Cable	150	Each		
2.	Additional U/F Cable (Beyond the 50 LFT)	-----	LFT		\$1,000.00

**BASE BID TOTAL** \_\_\_\_\_

Bidder (Firm): \_\_\_\_\_

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

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

By \_\_\_\_\_

(Signature)

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

**CITY OF SOUTH BEND  
MINORITY AND WOMEN BUSINESS ENTERPRISE DIVERSITY  
DEVELOPMENT PROGRAM**



**FORM MWBE-1.0  
PROOF OF MBE/WBE PARTICIPATION GOAL**

**This completed form should be supplied with Bids that pertain to City of South Bend Public Works Projects requiring proof of MBE/MBE participation goal. It is the bidder's sole responsibility to verify whether any listed minority or woman business meets the qualifications of a Minority or Women's owned business.**

Project Number: 116-003 Project Name: 2016 Yard Lamppost Program  
 Bidder: \_\_\_\_\_ Total Bid Amount: \_\_\_\_\_ MBE/WBE Goal: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_

Name & Address of MBE/WBE	Primary Contact Person (Name/Telephone)	Scope of Work to be Performed (Attach scope/schedule if you need additional space)	Dollar Amount of MBE/WBE Component	Percentage of Total Bid/Proposal

Submitted by: \_\_\_\_\_  
 Print Name Signature Date

**CITY OF SOUTH BEND  
MINORITY AND WOMEN BUSINESS ENTERPRISE DIVERSITY  
DEVELOPMENT PROGRAM**



**FORM MWBE-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/WBE participation. It is the bidder's sole responsibility to verify whether any listed minority or woman business meets the qualifications of a Minority or Women's owned business as defined by the Indiana Department of Administration ("IDOA").

Project Number: 116-003 Date: \_\_\_\_\_

Project Name: 2016 Yard Lamppost Program

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

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

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

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

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

To determine whether a bidder has demonstrated good faith efforts to reach the MBE/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\*:

	EVIDENCE OF GOOD FAITH EFFORTS
	<b>MBE/WBE LIST(S):</b> The bidder reviewed the City of South Bend's Minority and Women Business Enterprise Diversity Development Program, which uses the IDOA approved list of Minority and Women Owned Business as found on their website ( <a href="http://www.in.gov/idoa">http://www.in.gov/idoa</a> ).
	<b>ACTION (ADVERTISE/CONTACT):</b> In order for your bid to be deemed responsive, the City of South Bend requires that all perspective bidders complete <b>no less than 2</b> of the following: <ol style="list-style-type: none"> <li>1. Attend all pre-bid meetings scheduled by the City to inform MBE/WBEs of contracting and subcontracting opportunities.</li> <li>2. Advertise in general circulation and/or trade association publications concerning subcontracting opportunities, and allow MBE/WBEs reasonable time to respond.</li> <li>3. Perform any and all necessary steps to provide written notice in a manner reasonably calculated to inform MBE/WBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.</li> <li>4. Utilize pre-existing services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of MBE/WBE firms.</li> </ol> <p>**Bidder must circle or otherwise notate which of the two (2) required actions were performed.</p>
	<b>GOOD FAITH NEGOTIATIONS:</b> The bidder negotiated in good faith with interested MBE/WBEs, including providing such MBE/WBE's with adequate information about the plans, specifications and other requirements of the subcontract and did not reject MBE/WBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.
	<b>SMALL CONTRACT(S):</b> The bidder selected specific portions of the work to be performed by MBE/WBEs in order to increase the likelihood of meeting the MBE/WBE goals (including breaking down contracts into smaller units to facilitate MBE/WBE participation)
	<b>CONTRACT RECORDS:</b> The bidder has maintained the following records for each MBE/WBE that has bid on the subcontracting opportunity: <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/WBE was unqualified to perform the job.</li> </ol>

**\*Proper demonstration of Good Faith Effort 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 DIVERSITY  
DEVELOPMENT PROGRAM



FORM MWBE-2.1  
MBE/WBE CONTACTED

This completed form should be supplied with Bids that pertain to City of South Bend Public Works Projects requiring contacted MBE/WBE to obtain Good Faith Efforts. It is the bidder's sole responsibility to verify whether any listed minority or woman business meets the qualifications of a Minority or Women's owned business.

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

Project Number: 116-003 MBE/WBE Participation Goal \_\_\_\_\_

Project Name: 2016 Yard Lamppost Program

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

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

MBE/WBE Firm \_\_\_\_\_

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

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

TYPE OF WORK SOLICITED FOR THIS PROJECT:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RESULTS OF CONTACT WITH THE MBE/WBE FIRM:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MBE/WBE Firm \_\_\_\_\_

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

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

TYPE OF WORK SOLICITED FOR THIS PROJECT:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RESULTS OF CONTACT WITH THE MBE/WBE FIRM:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_