



Issued Date: Tues., June 19, 2018

Bid Package for: Chapin St. Apartments
305/307 S. Chapin Street
South Bend, IN 46601

Request for Proposals (RFP)

Chapin Street Apartments **305/307 S. Chapin Street** **South Bend, IN 46601**

South Bend Heritage will receive written bids for **305/307 S. Chapin Street, South Bend, IN** until **3:00 PM** local time on **Tuesday, July 10th** at **803 Lincoln Way West, South Bend, IN**. Bids may also be faxed or emailed by that time. Send to the attention of Safa Saddawi and confirm receipt via phone call or email. Fax: 574-289-4550. Email: safas@sbheritage.org

All questions about this RFP should be directed to safas@sbheritage.org

Project Description: SBH will be the general contractor for the gut-rehab and renovation of the second floor of 307 S. Chapin Street into 2 apartments. Incidental work is required in the occupied first floor commercial spaces to support new MEP systems. Existing 303 stairway to the second floor will be used to access the work area. This project will extend an existing NFPA 13R fire sprinkler system into the 2 new apartments.

Pre-bid walk through: A non-mandatory pre-bid walk through is scheduled for **1:00P Monday July 2nd**. Bidder registration and additional walk through information can be found in the bid documents. All bidders are required to visit the site before submitting a proposal.

Bidding Documents: This RFP and all associated bid documents will be available beginning 12:00P Tuesday, June 19th on the SBH website <http://sbheritage.org/projects-blog/contractors/> or upon request via email. Documents are in pdf format. At your expense, you may submit pdf drawing files to ARC (formerly South Bend Drafting) for printing at the full 24x36 size.

Thank you for your interest in this SBH project.

Cordially,

Safa Saddawi
Project Manager

Bidding and Contract Requirements

1. Bid Package Index
 - Request For Proposals letter 6-19-2018
 - Written specifications (pages 1-15) 6-19-2018
 - Drawing set dated 06-19-2018 (either pdf or printed sets available as noted)
 - Bid Form
 - SBH Minimum Insurance Requirements
 - Exhibit B for CDBG contracts
 - Addenda if issued
2. Bids will be due on **Tuesday, July 10, 2018** at the SBH offices by 3:00PM. (Received via mail, FAX, email, or dropped off by this time.) SBH offices are located at 803 Lincoln Way West, South Bend, IN 46616. Send to the attention of Safa Saddawi. Fax: 574-289-4550. Email: safas@sbheritage.org. If you choose USPS, FAX, or email you are responsible for delivery confirmation. SBH is not responsible for lost mail, undelivered or mis-delivered email, or an incomplete fax transmittal.
3. **South Bend Heritage** reserves the right to reject any or all bids, and to waive any irregularities in bidding and to make an award in the best interest of the **South Bend Heritage** and its project partners.
4. Schedule for construction: Beginning as soon as possible after award and Contractor receipt of written notice to proceed. Schedule for this project is “of the essence”.
5. **ADDITIONAL WALK THROUGHS:** Any additional walk through must be scheduled in advance and conducted between 1:00P and 5:00P M-F and on/before Monday July 2nd. No exceptions will be granted and bidder registration will close at this time. All bidders must visit the site before submitting a proposal.
6. Permits
SBH to apply for and obtain required general construction permits. All additional permits must be acquired by each subcontractor.
7. Payment & Performance Bonds
100% payment and 100% performance bond is not required from sub-contractors for this project.
8. Bids not utilizing the attached Bid Form ~~or without all Alternates completed~~ will not be accepted. Additional materials may be submitted to support your proposal.
9. Bidder registration and addenda – all bidders must affirm interest and register with SBH at a site visit or at safas@sbheritage.org to receive bidding updates and addenda. Addenda will not be issued via South Bend Drafting (ARC). All addenda will be issued via email to registered bidders only. Receipt of any addenda must be acknowledged on the bid form. All registered bidders must

tour the jobsite at least once. If you have non-registered sub-contractors bidding under your proposal you are responsible for forwarding all bidding information and addenda.

10. Material allowance(s) and Owner provided items (if any) are called out on a following page. You may assume that any overhead and profit you may have is included in the allowance. This markup is disclosed on the Bid Form.
11. Full and complete contractor markup on any positive value change orders to be disclosed on the Bid Form.
12. The project work described in this document does not fall under Federal Davis Bacon prevailing wage guidelines. Certified payrolls are not required.
13. Bid the work according to the drawings and specifications. If you or your subs have questions about elements of the work, the G.C. should call the Architect. If information is lacking the Architect will issue new guidelines (Addendums) to all Bidders. If you propose Alternates not required in the Bid Form, these should be numbered and added to the Form.
14. All drawings and this specification make up the bid set. Do not break the set or distribute individual sets to sub-contractors or vendors. All contractors are responsible for coordination of their trade with the all other portions of the project. You are responsible for understanding all abbreviations used in the bid documents. An abbreviation index is available on the drawing set cover sheet. If you can't find an abbreviation or have any other question you are responsible for contacting the Architect.
15. All materials, labor, markup, and any other elements required to complete the work described in this bid package and not specifically excluded as alternates or allowances are to be included in the Base Bid amount.
16. Certificates of insurance will be required prior to start of work. Refer to attached minimum limits of liability. South Bend Heritage Foundation, Inc. shall be named as additional insured under the Contractors' Comprehensive General Liability Policy.
17. Builder's Risk will be carried by SBH.
18. Copies of the winning bid form will be available from SBH after the contract is awarded and construction has commenced.

GENERAL

- Sub-Contractors will advise the Owner of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time.
- The Architect may issue a Proposal Request which includes a detailed description of a

proposed change with supplementary or revised Drawings and specifications and a change in Contract Time for executing the change. The Contractor will prepare and submit an estimated schedule of construction within 10 days of contract award.

- The Contractor may propose a change by submitting a request for change to the Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation.
- Billing
Sub-Contractors will submit monthly billing to SBH on the 25th of each month. Additional application for payment may be made if mutually agreed upon by both the Owner and the Contractor. All applications for payment are to be notarized and submitted on an AIA G702/G703 or Architect approved equivalent form and accompanied by a partial lien waiver for an amount matching the amount on the application. Contractor should assume that payment from the Owner to the Contractor will occur within 45 days of Owners receipt of a correct and error free application for payment and any required supporting documents. Applications for payment with errors will be returned for correction and payment may be delayed.
- Retainage
5% retainage will be held on all sub-contractor applications for payment on this project.
- Staging
Coordinate all staging with SBH and CC Super.
- Hours of construction activity
7:00A to 7:00P Monday through Friday unless otherwise arranged in writing with SBH.
- Cutting and boring
Unless specifically noted otherwise, items noted on this bid package are to be provided and installed by the contractor. Unless noted otherwise or specifically assigned to another contractor, all incidental materials, tools, shims, blocking, cutting, and boring required to complete that work are to be assumed to be provided by the installing contractor. Responsibility for repair or sealing of cut, drilled, or bored materials to be by the installing contractor unless specifically noted or arranged otherwise. See specification for fire caulking and rated assemblies. All holes drilled or cut into any structural members to be per code.
- Environmental
Lead – Follow applicable Lead Safe Work Practices.
Asbestos – If asbestos is found during renovation notify SBH immediately.
Mold – If mold is found during renovation notify SBH immediately.
- Parking

Parking is available in the lot behind the building. However, priority must be given to existing first floor tenants and their clients. If conflicts arise you will be asked to park on the adjacent city streets. Street parking along Chapin may be barricaded as required for scheduled deliveries and dumpsters per city BOPW guidelines.

- Final “wet” Cleaning
By SBH.
CC is responsible for a broom clean finish at end of job. CC is responsible for policing all other subcontractors to remove their construction waste to dumpsters.
- Access to building toilet facilities by contractors is not permitted. Port-a-John will be provided by SBH.

SCOPE OF WORK

The following scope descriptions break the project down into bid packages. These descriptions refer to the bid documents and are not complete specifications. Nor are they intended to provide a comprehensive description of general items of your work, means and methods, or coordination of work with other trades. You are responsible for reviewing the entire set of drawings to understand how your work fits into the overall project. If you have any questions or find discrepancies between the following bid scope descriptions and the drawings/specifications please notify SBH.

In general, this document assigns elements of work to the following primary sub-contractors:

CC Carpentry sub-contractor
MB Masonry sub-contractor
EC Electrical sub-contractor – power/ lighting and data
MC HVAC sub-contractor
PC Plumbing sub-contractor
CM Construction Manager to be South Bend Heritage (SBH)
SP Fire suppression sprinkler sub-contractor
FA Fire alarm and signaling sub-contractor

All other sub-contractors are referred to without abbreviation.

BID PACKAGE - A1

Demolition scope of work

Demolition contractor is responsible for general demolition excluding any special provisions required for mold or asbestos. Demolition is to follow lead safe work practices for demolition as required.

All demolition phase waste to be removed from the suite via rubbish chute to a dumpster below. The building owner will provide space for dumpster in lot below. Barricade to provide adequate safety for workers, vehicles, and pedestrians.

First floor is occupied. Coordinate any work that may interfere with first floor tenants via SBH. Provide owner with scale drawing of any chute or similar device for written approval prior to starting demolition work.

Demo all interior walls, hardware, trim, etc. per demolition plans and as required for new construction. Demolition contractor responsible for all required shoring and temporary bracing due to wall removal. Notify SBH immediately if demolition will cause an unsafe structural condition.

See masonry section below for new opening in existing masonry wall.

See masonry section below for replacement of east steel lintel and repair to displaced east parapet wall.

Remove ALL existing plumbing, electrical, and mechanical equipment and fixtures throughout second floor work area unless specifically noted below as to remain and/or PC, EC or MC responsibility. Any interruptions to first floor MEP systems to be coordinated with SBH and scheduled at least 24 hours in advance. SBH is responsible for first floor tenant notification.

Carpentry scope of work (Division 6)

CC to remove/reinstall exterior window(s) as required for demolition and GWB delivery. Carefully inspect metal roof bar-joint bearing onto the existing masonry "lightwell" walls. These masonry walls are noted as to be removed. Shoring and alternate framed or steel support will probably be required.

SBH is responsible for providing dumpsters for the work.

New walls, framing, doors, and all related carpentry work per plans and schedules. Framing per wall type schedule.

Soffits are to be framed after main ceiling GWB is hung and finished. Some secondary MEP rough in is located in soffits. Refer to MEP drawings.

This package is to provide insulation at all new walls as noted on plans. Ceiling insulation is not included in Package A.

Remove damaged, rotted, and raised t&g oak flooring. Repair sleepers below as required. Patch with new plywood as required to provide a flush finish surface for new flooring underlayment.

Window trim: 1x jamb extensions as required. 1x4 casing. 5/4 stools. 1x4 aprons. Painted.
Door trim: 1x4 casing, painted.

New doors & door hardware per plan and schedule by CC. Coordinate master key to SBH.
Apartment interior doors to be 1 3/8" solid-core flush maple and per schedule. Pre-finished.
Apt. entry doors to be 1 3/4" solid-core flush maple and per schedule. Pre-finished.
Provide and install peep site at each apartment entry door at +60" AFF.

If needed, CC is responsible to adjust for up to 3" of difference between room 201 and 202 floor levels at new opening. Ramp to not exceed 1:20. Adjustment is made in corridor only. Any found difference in floor elevation between buildings greater than 3" will be addressed via change order. (No handrails are required for 1:20 or less slope.)

Construct 12" tall roof curb for vents per roof plan.

Construct all support blocking in walls as needed for bathroom accessories, handrails, mechanical equipment, fixtures, etc. Coordinate with other trades as required.

CC to provide and install kitchen cabinetry & tops, bathroom vanities & tops (integral sink), and accessory packages at all apartment bathrooms. Accessory package to be (1) 18" towel bar; (1) t.p. holder; (1) shower curtain rod with brackets (not tension type). Also include (1) 18" towel bar at kitchen-island.

CC to provide and install surface mounted medicine cabinets. Integral mirror.
CC to provide and install kitchen cabinetry and tops per plans in each apartment.
Cabinetry door pulls – purchased as part of cabinetry allowance. Installation of pulls in base bid. Assume one 3" wire type pull per door and one per drawer.

Include **\$10,000.00** (5,000 for each kitchen) cabinetry and tops material allowance in your base bid.

Provide and install 5 lb. ABC fire extinguishers in each apartment kitchen. Wall bracket.

This package is responsible for receiving listed appliances onsite from the appliance vendor's "tailgate", moving to on-site storage and/or moving directly to apartment unit, uncrating, setting, and adjusting each. Assume that each listed appliance will be delivered boxed or crated.
Waste to SBH dumpster.

Tailgate appliances include:

- Electric range
- Washer/dryer (stackable)
- Dishwasher
- Refrigerator

Appliance testing – CC to run all appliances for min. 1 cycle to test for operation, water tight

operation, venting, etc. Report/coordinate any issues with the appropriate EC, MC, and/or PC.

BID PACKAGE – A2

Masonry/Concrete scope of work

Cut new opening into existing brick masonry party wall per plans. Remove masonry debris from site. Install new steel lintel per plan.

New steel lintels at new interior opening between corridor 202 and 201 as required. See note on page A2.2. Install at height noted.

Replace steel lintel at east middle window. Repair surrounding masonry and lintel support masonry as required.

Repair displaced east parapet wall.

BID PACKAGE - B

Flooring – Carpet and VCT scope of work

Refer to package A for subfloor repair.

New floor finishes per plan.

'L1' LVT finish floor over 5-ply plywood underlayment at all apartment bathrooms, kitchens, common corridor 202, and where indicated on plans. Refer to finish schedule. Include all transition strips.

BID PACKAGE - C

Wall Finish scope of work

Hang and finish 5/8" GWB throughout second floor work area. New 5/8" type-x GWB on ceilings on 1/2" RC channel OR 1x3 wood lathe 24" OC max. Any ceilings in good condition may remain.

After second floor ceiling is repaired/hung, some areas will receive soffits, bulkheads, and/or dropped ceilings to conceal mechanical equipment. Hang and finish additional GWB or ceilings at these areas after MEP rough-in is completed. Refer to RCP plans.

Refer to wall type schedule for more information. 1-hour rated assemblies per plans.

Repair first floor commercial space where demo was required to allow mechanical systems to reach second floor. Refer to plans. Paint to match surrounding wall.

GWB may be delivered to second floor through a removed window. GWB shall not be concentrated in one location!

Wall finish sub is responsible for damp wiping walls after sanding. Shop vac compound dust. Do not over sand/burnish the paper wallboard surface. If additional sanding is required after priming due to over sanding it will not be a change order.

ACT ceiling scope of work

First floor:

Alternate: replace grid and tile at retail area ceiling of 307 Chapin. Not including 307 bathroom. (305 Chapin ceiling to remain) Replace with 1 hour rated grid and tile. Coordinate new LED trough light fixtures in similar layout with new ceiling. Existing mechanical systems above ceiling to remain.

Second floor:

Where "ACT CLG" is indicated on page A6.1: install standard white T-grid aluminum system. Install 1/2" pre-painted GWB panels in grid. Match adjacent ceiling color. Maximum panel size is 24x48. (Don't use standard acoustic tiles. We are looking for a drywall look here) Coordinate with painting contractor. Overlay 1/2" GWB at 8'-8" elevation above this area and before mechanical equipment is hung.

BID PACKAGE - D

Roofing

Class B roof assembly is existing. Repair penetrations as required.

BID PACKAGE - E

Painting/finish scope of work

Prime all second floor & stair wall surfaces per schedule.

Paint walls and ceilings with two coats with latex acrylic paint. One color throughout all apartments – walls and ceiling. Eggshell finish. One accent wall in each apartment living area.

Assume an additional color for corridor walls. Third color for corridor ceilings.

Doors – doors are prefinished flush panels. Refer to door schedule.

Apartment interior trim – existing and new trim to be filled, primed, and painted.

Corridor trim – painted.

All interior caulking and trim nail filling is by painting contractor.

BID PACKAGE - F

Plumbing scope of work

Coordinate plumbing demolition with demolition contractor. Cut, cap, and/or otherwise protect existing rough plumbing that is noted to remain. Maintain proper venting, function, and drainage of any first floor plumbing.

Note that not all second floor construction is new framing and GWB. All trades are responsible for identifying where their work is within existing or new construction. All trades are responsible for determining the means and methods required to complete their work.

Provide and install new plumbing rough in and fixtures per plans. Tap water supply from meter in basement of 303 Chapin.

The following fixtures are purchased by PC from Fergusson Enterprises or approved equal:

- Kitchen sink & faucet

- Lav. sink drain & faucet (lav. sink is integral and supplied under the cabinetry allowance)

- Water heater

- Stool

- Steel tub and shower surround

- Shower; tub drain; spout; etc.

- Washer/Dryer box (none rated)

- Dryer vent (none rated recessed pan type)

- Garbage disposal installed by PC. Adj. switched plug in base cabinet by EC.

The following appliances are provided by SBH, uncrated and set in place by CC, and hooked up and tested by PC. Vent connected by MC:

- Washer and Dryer

- Dishwasher

New 3/4" PEX cold water supply from existing water meter in 303 basement to serve apartments A & B. From each 3/4" PEX supply riser install 3/4" PEX laterals as needed to 1/2" PEX fixture supply lines to copper "L" and metal brackets at each fixture. Manifold not required. Seat all shut-off valves to copper "L" stub out. All shut-off valves to be quarter turn ball valves.

Install all PEX supply lines per mfr. specifications and with a minimum of joints. Intermediate joint in straight runs are explicitly not permitted. Radius bends are preferred over brass joint fittings. Unless otherwise noted, it is contractor's option for braided SS or 3/8" PEX connections at stool, lav., and kit sink.

Protect tubs during const. w/ cardboard or tub liner.

Provide and install 40 gallon, 240v electric water heaters per plans. Electric connections by EC.

Fire-caulk, fire putty, or mineral wool at all plumbing penetrations of rated assemblies per code. Fire caulk to be 3M Fire Barrier Sealant system or approved equal.

Condensate drains for each apartment HVAC unit. Condensate drains must be trapped. Connect to standpipe, indri standpipe, or tub overflow per code. HVAC contractor is responsible for running the condensate line from each unit for a distance of up to 5 feet horizontally and 5 feet vertically to reach Plumbing contractor's trapped standpipe or equivalent connection point. Carefully coordinate this connection with HVAC to ensure that it is to code and does not leak.

Testing: All plumbing supply lines from backflow preventer to all fixture terminations to be hydrostatically tested to 100psi for a continuous 24 hour interval. Confirm pass or failure of test(s) and any corrective actions taken. This confirmation to be in writing and submitted to owner for review and approval. Owner or site super to witness test.

BID PACKAGE - G

HVAC scope of work

All HVAC equipment, ductwork, filters, grilles, etc. for a complete job. Control wiring. Mitsubishi equipment per plan.

Ductwork does not need to be insulated. No flex duct allowed. All duct to be metal rigid. Tape all duct joints with aluminum duct tape or fluid applied duct sealant.

Wall mounted hardwired thermostat/controller.

Not all second floor construction is new framing and GWB. However, all trades are responsible for identifying where they must work with existing construction and the means and methods required.

HVAC contractor is responsible for running the condensate line from each unit for a distance of up to 5 feet horizontally and 5 feet vertically to reach Plumbing contractor's trapped standpipe or equivalent connection point. Refer to Plumbing drawings for suggested routes. Carefully coordinate this connection with Plumbing contractor to confirm it is to code and does not leak. Include wired controllers for all HVAC units in apartments.

Fire-caulk, fire putty, or mineral wool at all mechanical penetrations of rated assemblies per code. Fire caulk to be 3M Fire Barrier Sealant system or approved equal.

The following appliances are purchased by MC, uncrated and installed by MC, and wired by EC:

Range hood – vented to exterior per plans.

Bathroom exhaust fans

MC to provide and install all dryer vent ducts, exterior wall vent caps, recessed wall boxes behind dryers. Where ducts penetrate a 1-hour wall or ceiling assembly seal per code. Seal all venting ductwork joints and connections with alum. Tape or fluid applied sealant.

Provide and install ducts and wall caps at all kitchen and bathroom exhaust fans. Where ducts penetrate a 1-hour wall or ceiling assembly seal per code.

Roof mechanical penetrations & boots. Coordinate with roofing contractor.

HVAC contractor to provide written heating and cooling calculations to verify equipment and ductwork sizes. Manual J. Provide these calculations after contract award and before start of work. Coordinate any required adjustments or changes with SBH.

Include condenser pan heaters to each Mitsubishi rooftop unit.

MC to cut CN-33 to activate the crankcase heater for all mini-split rooftop systems.

MC to provide and rough in low and line voltage wire for HVAC equipment. MC to connect low voltage portion. EC to connect line voltage per coordination with MC. Wire type by MC.

MC to coordinate rough-in with EC to confirm route, termination points, j-boxes, etc.

EC to provide wall box and HVAC disconnect switch per plans.

Fire caulk all mechanical penetrations of rated assemblies per code. Fire caulk to be 3M Fire Barrier Sealant system or approved equal.

BID PACKAGE - H

Electrical scope of work

Inspect existing meter bases and power supply. Determine route and methods required to bring service to breaker panel as indicated on plans.

Demo – refer to 1/E2.0 for new, abandoned, and removed service equipment.

Demo of interior second floor branch circuits by demolition contractor. EC to isolate prior to demolition if required.

New MC SE cable to all panel locations for apartments A & B. Provide new breaker panels for apt B & C and house panel E. Loop cables at location of panels A & B for future use.

All new branch circuit wiring to be NM Romex type.

Provide and install all devices for apts. A, B, corridor per plans.

Install all light fixtures per plans and schedule.

All light fixtures and lamps provided and installed by EC.

Provide, install, and maintain temporary construction lighting until finished light fixtures are installed.

Not all second floor construction is new framing and GWB. However, all trades are responsible for identifying where they must work with existing construction and the means and methods required.

Include all smoke detectors per plan at second floor work area and corridor. Dual detection type. Hardwired with battery backup. Interconnected within each apartment unit.

Provide and install all exit signage and emergency lighting in work area and 202.

Electrician to wire all exhaust fans and fan/lights. (HVAC contractor to provide fan units, ductwork, caps, and any penetrations for exhaust fan ducts at exterior per plan)

Provide all conduit, conduit risers per plan.

Provide additional 2" PVC conduit to roof for dish TV vendor per plan.

Provide cat-6 cable and coaxial cable per plan. Route each to building 303 basement panel and terminate on punch down block mounted to CC provided plywood panel. Label each cat-6 and coaxial cable with apartment number. No daisy-chain configuration – each cable and coaxial wire is separate.

Coordinate power to mechanical, plumbing, and emergency systems. Power from rooftop HVAC unit to interior unit by HVAC contractor. Provide power to roof top HVAC units from apartment electrical panel.

The following appliances are provided by SBH, uncrated and set in place by CC, and hooked up and tested by EC:

Range. Whip provided by appliance vendor and attached by EC.

The following appliances are provided by MC, uncrated and installed by MC, and wired by EC:

Range hoods

Lav. exhaust fans

The following appliances are provided by SBH, uncrated and set by CC, installed by PC, and wired by EC:

Dishwasher (Dishwasher plug-in whip will be provided by appliance vendor)

(Garbage disposal is plug in type. Switch per plans)

Fire-caulk, fire putty, or mineral wool at all electrical penetrations of rated assemblies per code. Fire caulk to be 3M Fire Barrier Sealant system or approved equal.

~~EC to provide recessed boxes for new FA pulls and horn strobes where indicated. Refer to plans and coordinate with data/communications sub-contractor to obtain quantity and final locations.~~

BID PACKAGE - J

Fire Sprinkler scope of work

This phase to extend an existing NFPA 13R sprinkler system to new second floor apartments A, B, and corridor 202.

The roof deck is insulated to R39.

No exposed (visible) sprinkler pipe at first or second floor without CM and Architect prior consultation.

Some of the apartment HVAC and plumbing equipment is located below the ceiling but above an ACT lay in tile ceiling. Refer to plans.

Provide accessories and hangers for all sprinkler pipe as required.

Core-drill wood joists as required and to code.

Fire caulk all penetrations per code.

Fire bell – existing.

BID PACKAGE – K

Fire panel and intercom

Existing Linear AE-100 with accessory postal switch to remain.

Monitor extended sprinkler system to existing.

BID FORM

SBH – 305/307 Chapin St Apts.

Due date: 3:00P Tuesday July 10, 2018

Having thoroughly examined both the Contract Documents and the site conditions, I hereby propose to furnish all labor and material to accomplish the specified work for the following prices:

Please select the relevant bid section(s) as described above. I agree to perform the identified work for the lump sum of:

Pkg. #	Indicate choice	Description	Lump sum price:
A1	•	Demolition / Carpentry with cabinetry allowance.	\$
A2		Masonry	\$
B	•	Carpet and LVT	\$
C	•	Gypsum wall board (hang and finish) & ACT grid and ceiling tile	\$
D	•	Roofing	\$
E	•	Painting	\$
F	•	Plumbing	\$
G	•	HVAC	\$
H	•	Power and Lighting	\$
I	•	Insulation	\$
J	•	Fire Sprinkler	\$
K	•	Fire panel and intercom	

- My full and complete markup on any positive value change orders will be _____ %
I acknowledge receipt of the following Addenda:

Addendum #:	_____	Addendum #:	_____
Addendum #:	_____	Addendum #:	_____

Signed: _____ Title: _____ Date: _____

Print: _____ Best contact (ph or email): _____

Company: _____

1.1.13

South Bend Heritage Foundation, Inc.

803 Lincolnway West
South Bend, IN 46616

Requirements for Certificates of Insurance

- **Commercial General Liability Requirements:** \$1,000,000
- **Commercial Auto Policy Requirements:**
Minimum Combined Single Limit per Accident: \$500,000

NOTE: If using a personal vehicle you must carry non-owned/hired auto liability

- **Workers Compensation and Employers Liability***
Minimum Employers Liability Limits:
\$100,000/\$500,000/\$100,000
- **Umbrella Liability Requirements:**
Minimum Limits \$2,000,000

South Bend Heritage Foundation, its subsidiaries and agents must be listed as an additional insured. Any contractor doing work for the Northeast Neighborhood Revitalization Organization must also list that organization (NNRO). Any contractor doing rehab work should also list South Bend Heritage Properties LLC.

*SBHF will accept a valid Indiana Department of Revenue Workers' Compensation Clearance Certificate for Independent Contractors in lieu of Workmans Comp coverage. Sole proprietors and/or partnerships meeting certain criteria are eligible for apply. Information and applications are available on line at the Dept. of Revenue's website at www.state.in.us/dor.

EXHIBIT B TO CONSTRUCTION AND REHABILITATION CONTRACT
[funded in part by CDBG funds]

In its performance of the Work and of the terms and conditions of the Contract of which this Exhibit is a part, Contractor shall comply with the applicable provisions and requirements of the following:

1. EQUAL OPPORTUNITY AND NONDISCRIMINATION- The Contractor agrees to comply with equal opportunity requirements applicable to federally funded activities and in particular with such requirements applicable to work funded in whole or in part by the United States Department of Housing and Urban Development ("HUD"), to the end that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination on the grounds of race, color, national origin, religion, or sex under any program or activity receiving federal financial assistance. Specifically, the Contractor agrees to comply with the requirements of:

- a. TITLE VI, CIVIL RIGHTS ACT OF 1964, as amended (42 USC 2000d) and implementing regulations at 24 CFR part 1, which provides that no person in the United States shall on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- b. TITLE VIII, CIVIL RIGHTS ACT OF 1968, (42 USC 3601-20) and implementing regulations at 24 CFR 100, which provide for fair housing throughout the United States and require that no person in the United States be excluded from participation in, be denied the benefits of, or be subjected to discrimination on the grounds of race, color, national origin, religion, familial status or sex under any housing program or activity receiving federal financial assistance.
- c. SECTION 109, HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1977, as amended, which provides that no person in the United States shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under that title.
- d. AGE DISCRIMINATION ACT OF 1975 (42 USC 6101-6107), as amended, and implementing regulations at 24 CFR 146, to the end that no person shall on the basis of age be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.
- e. SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 USC 794), as amended, and implementing regulations at 24 CFR 8, to the end that no otherwise qualified handicapped individual in the United States shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- f. EXECUTIVE ORDER 11063, as amended by Executive Order 12259, which requires equal opportunity in housing and related facilities provided with federal financial assistance.
- g. EXECUTIVE ORDER 11246, as amended by Executive Orders 11375 and 12086, which prohibits discrimination on the ground of race, creed, color, sex, or national origin in employment under federally assisted construction contracts.
- h. SECTION 3 OF THE HOUSING & URBAN DEVELOPMENT ACT OF 1968 (12 USC 1701(u)) and implementing regulations at 24 CFR:

(1) The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1707(u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

(2) In connection with its compliance with Section 3, the Contractor shall insert in full in all contracts and subcontracts for work on the project related to this Contract the Section 3 Clause which follows:

"The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1707(u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project."

(3) The parties will comply with the provisions of Section 3 and the implementing regulations at 24 CFR and all applicable rules and orders of HUD issued thereunder prior to the execution of this contract. The parties certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(4) The Contractor will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor organization or workers' representative of its commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(5) The Contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations under 24 CFR. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(6) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, and all applicable rules and orders of HUD issued thereunder prior to execution of this Contract shall be a condition of the federal financial assistance provided to the project, binding upon any applicant or recipient of such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the Contractor, its subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal financial assistance is provided and to such sanctions as are specified in 24 CFR.

i. EXECUTIVE ORDER 11625, the National Program for Minority Business Enterprise.

2. LEAD-BASED PAINT POTSONING PREVENTION ACT (42 USC 4821, et seq.) and implementing regulations at 24 CFR 570.608 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards. Every contract or subcontract including Painting Pursuant to which such federally assisted construction or rehabilitation is Performed shall include appropriate provisions prohibiting the use of lead-based paint.

3. THE CLEAN AIR ACT, (42 USC 1857, et seq.), THE FEDERAL WATER POLLUTION CONTROL ACT (33 USC 1251, et seq.), and THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (NEPA) (42 USC 4321, et seq.) and implementing regulations at 24 CFR 58, when applicable, including any requirements which may be imposed on the Owners by governmental agencies as a result of action under NEPA.

4. FLOOD DISASTER ACT OF 1973 (42 USC 4001-4128) and implementing regulations at 24 CFR 92.358, which impose prohibitions upon rehabilitation of a federally assisted project located in an area identified as having special flood hazards.

5. FAIR LA13OR STANDARDS ACT, and implementing regulations at 24 CFR 570.603 and related local requirements issued from time to time by the City of South Bend, and CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 USC 327, et seq.), and implementing regulations at 29 CFR Part 5. For all contracts financed in whole or in part with federal assistance for construction work in excess of \$2,500, all laborers and mechanics employed by the Contractor shall receive overtime compensation in accordance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act and its implementing regulations. The Contractor shall cause or require to be inserted in all subcontracts subject to the provision of such act a clause requiring compliance therewith. No subcontract shall be made to any subcontractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such subcontract. The Contractor shall maintain payrolls and records during the course of the Work and shall preserve them for three years after completion of the Work for all laborers and mechanics, including apprentices and trainees, working at the Job Site on the Work. Such records shall contain the name and address of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. The Contractor shall submit weekly a copy of all payrolls to the City of South Bend and the Owner and shall be responsible for submission of copies of payrolls of all subcontractors, all in the form and with the information required by the Department of Labor. The Contractor shall make all records required under this Contract available for inspection by authorized representatives of the Owner, the Department of Labor, the State of Indiana, and the City of South Bend.

6. ADDITIONAL REQUIREMENTS: In its performance under this Contract, the Contractor agrees to comply with all applicable requirements imposed by funding sources for the Work, as such requirements are communicated to Contractor by the Owner from time to time, including but not limited to the following:

a. PROHIBITIONS:

(i) Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any candidate for public office or for political activities.

(ii) Lobbying Prohibited. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to defeat or support legislation pending before Congress.

(iii) Certification regarding lobbying: The undersigned representative of the Contractor certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any participating organization in the HOME program from which funds have been allocated for the Work ("Participant"), or to influence a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned representative of the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned representative of the Contractor shall require that the language of this certification be included in the award documents for all contracts at all tiers (including subcontracts, subgrants, agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(iv) Certification regarding debarment, suspension, ineligibility and voluntary exclusion - lower tier covered transactions. A person who is debarred or suspended shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. The undersigned representative of the Contractor certifies, to the best of his or her knowledge and belief, that:

(a) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract; and

(b) It will include the following clause without modification, in all proposals, agreements, contracts, or other lower tier covered transactions:

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction: (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal."

(v) Certification regarding Conflicts of Interest: The Contractor certifies that no person who presently exercises any functions or responsibilities in connection with the Community Development Program and no one with whom they have family or business ties has any personal financial benefit, direct or indirect, in this Contract. The Contractor shall include this language in every written subcontract relating to this Contract.

(vi) Assistance for Religious Activities and/or Organizations Prohibited: None of the funds, materials, property or services provided directly or indirectly under this Contract may be used to promote religious activities or to assist religious organizations in promoting secular activities unless specifically authorized under 24 CFR 570.200(j).

7. DOCUMENTATION OF COSTS. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

8. ACCESS FOR INSPECTION AND AUDIT PURPOSES. At any time during normal business hours and as often as the Owner, the City of South Bend as agent for HUD, and/or the Comptroller General of the United States may deem necessary, there shall be made available to the Owner, the City of South Bend, HUD and/or representatives of the Comptroller General for examination all of the Contractor's records with respect to all matters covered by this Contract. Further, the Agency shall permit the Owner, the City of South Bend as agent for HUD, and/or the Comptroller General to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by his Contract.

9. TERMINATION: By giving written notice specifying the effective date, the Owner may terminate this Contract in whole or in part if the award to the Owner which is a source of the funds to be paid under this Contract is suspended or terminated, in which event unearned payments under this Contract shall be suspended or terminated; provided, however, that if the award is reduced and in the absence of any contrary funding source directive, the Contract may be amended by agreement of the parties. In addition, unearned payments under this Contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time.

10. COPELAND "ANTI-KICKBACK" ACT (18 USC 874 and 40 USC 276c) All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti Kickback" Act (18 USC 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building

or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

11. DAVIS-BACON ACT, as amended (40 USC 276a to a-7) When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

12. DRUG-FREE WORKPLACE REQUIREMENTS. The Drug-Free Workplace Act of 1988 (42 USC 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with HUD's rules at 24 CFR part 24, Subpart F.

13. CONFORMANCE WITH FEDERAL RULES AND REGULATIONS: The Contractor agrees to abide by all applicable federal rules and regulations, as amended from time to time, including but not limited to those federal rules and regulations referred to in this Contract.