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NOTICE OF REQUEST FOR QUOTES FOR WALKER STREET PLAYGROUND RENOVATION PROJECT

1. Notice of Request for Quotes
2. Quote Form
3. Instructions and Specifications
4. Specifications
5. State Form No. 96 with Non-Collusion Affidavit
6. Local Hiring/Equal Employment Opportunity Program
7. Community Development Block Grant Required Contract Provisions
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NOTICE OF REQUEST FOR QUOTES

Notice is hereby given that sealed quotes will be received by Michigan City Park and Recreation Department for the **WALKER STREET RENOVATION PROJECT**, in accordance with the project scope and technical specifications contained in the Instructions and Specifications, which may be obtained at the office of the Secretary of the Parks Department, 100 E. Michigan Blvd., Michigan City, Indiana 46360. Quotes can be mailed or personally delivered to the Secretary of the Parks Department, at the stated address. Faxed quotes will not be accepted.

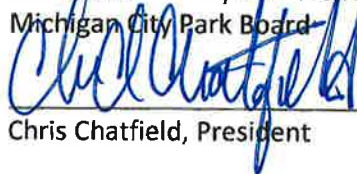
All sealed quotes should be delivered to the Secretary of the Parks Department, 100 E. Michigan Boulevard, Michigan City, Indiana on or before **April 5, 2017 at 5:00 p.m. local time** or to the Board during its regular meeting scheduled to begin on **Wednesday, April 5, 2017 at 5:00 p.m. local time** in Michigan City/City Hall (Council Chamber-lower level), 100 E. Michigan Boulevard, Michigan City, Indiana when the Board's presiding official calls the agenda item for opening of quotes. Any quote received after the presiding official declares the time for submitting quotes closed will not be considered. Quotes will be opened and read out loud and the award(s), if any, may be made at that or a subsequent meeting of the Park Department Board.

The successful quoter will be required to execute a contract with the Park Board and provide a certificate of insurance as defined by the Instructions and Specifications. In addition, the successful quoter will be required to submit invoices after each calendar month of the Project the Park Superintendent for review and payment recommendation. All approved invoices will be paid within 30 days of receipt by the Park Superintendent. Successful quoter must comply with all applicable Equal Employment Opportunity laws and regulations.

The Park Board reserves the right to reject any and all quotes and to waive any informalities and to accept any quote from responsive and responsible quoters and further reserves the right to terminate the contract after award or withhold payment because of default or non-performance on the part of the selected quoter. All quotes must be submitted on the Quote Form and State Board of Accounts Form No. 96 or will be deemed non-responsive.

The only contact person for this procurement is Park Superintendent Jeremy Kientz (219) 873-1506. All verbal and written communication must be directed to this contact person only and any addendum to the quote documents he deems appropriate will be disseminated to all entities to whom this Request for Quote was provided. Quoters may make arrangements with the Park Superintendent to view the project site.

Dated this 15th day of March 2017
Michigan City Park Board


Chris Chatfield, President

QUOTE FORM

WALKER STREET PLAYGROUND RENOVATION PROJECT

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____

PERSON EXECUTING CONTRACT: _____

TITLE: _____

BASE QUOTE: \$ _____

ALTERNATE 1 QUOTE: \$ _____

ALTERNATE 2 QUOTE \$ _____

NUMBER OF DAYS TO COMPLETE _____ days to complete
After Notice to Proceed is issued

SIGNATURE OF QUOTER: _____

PRINTED SIGNATURE OF QUOTER: _____

TITLE: _____

DATE: _____

INSTRUCTIONS AND SPECIFICATIONS

1. A quote must be submitted in a **SEALED ENVELOPE** addressed to the Michigan City Park and Recreation Board (hereinafter referred to as "Board") with the return address of the QUOTE shown. QUOTE must be clearly marked "**WALKER STREET PLAYGROUND RENOVATION PROJECT**" on outside of envelope.
2. All sealed quotes should be delivered to the Secretary of the Park Department, 100 E. Michigan Blvd., Suite 2, Michigan City, Indiana 46360 on or before **April 5, 2017 at 5 p.m. local time** or to the Board during its regular meeting scheduled to begin on **Wednesday, April 5, 2017 at 5 p.m. local time** in the Council Chambers of City Hall (lower level), 100 E. Michigan Boulevard, Michigan City, Indiana when the Board's presiding official calls the agenda item for opening of quotes. Any quote received after the presiding official declares the time for submitting quotes closed will not be considered.
3. The Park Department is exempt from Indiana Sales Tax.
4. Each QUOTER must sign, fully execute, and return the following in your sealed PROPOSAL:
 - QUOTE Form
 - State Form No. 96
 - The following documents from EEO Packet from Human Rights Director entitled "Local Hiring/Equal Employment Opportunity Program and Certification of Applicable Laws:"
 1. Equal Employment Opportunity Clause to be Included in Public Contract
 2. Notice of Non-Discrimination in Employment
 3. Certification of Non-Segregated Facilities
 4. Certification of Compliance with Applicable Laws
 5. E-Verify Affidavit
 6. Non-Investment in Iran Certification
 7. Non-Collusion Affidavit
 8. Affirmative Action and Equal Employment Opportunity Policy Statement
 - Community Development Block Grant Required Contract Provisions
5. Please read and follow the Request for Quotes, as well as all specifications and all Quote documents, including the contract, when completing the Quote. Should you have any questions regarding specifications, please contact Park Superintendent Jeremy Kienitz:

Phone: (219) 873-1506

Email: jkienitz@emichigancity.com

Mail: Michigan City Park Department, 100 East Michigan Blvd., Suite 2, Michigan City, IN 46360

6. The issuance of this REQUEST FOR QUOTES does not create any obligation on the part of the Park Department to enter into any contract or undertake any financial obligations with respect to the project described herein.
7. No Quote may be withdrawn within a period of forty-five (45) days following the date set for receiving quotes. The Michigan City Park Board reserves the right to hold any or all quotes for a period of not more than forty-five (45) days and said quotes shall remain in full force and effect during said period. The Michigan City Park Board reserves the right to reject and/or cancel any and all quotes, solicitations and/or offers in whole or in part as specified in the quote documents, and to waive any nonconformity, whenever such actions are in the best interest, as determined solely by the Board.
9. The successful QUOTER shall secure and/or execute the following within seven (7) days from the date of Notice of Award of said contract:
 - a. **Proof of Insurance:** Proof of Insurance as further defined in these Instructions and Specifications and in the exact amounts listed herein;
 - i. The City of Michigan City must be named as an additional insured regarding Commercial General Liability and Automobile Liability
 - ii. Failure to comply with the exact insurance limits and terms associated with said insurance, within the time limits set forth herein will result in the termination of any award of said contract.
 - b. **Agreement for Construction of the Walker Street Renovation Project**

If the successful quoter fails to timely submit said agreement and said proof of insurance or fails to otherwise comply with the terms contained herein, the Board may cancel contract, and award contract to the next lowest responsible and responsive Quoter.

Work shall not commence under this contract until the Park Board Attorney has reviewed and approved the document required to be submitted herein.

10. The Quote will be for all work as shown in Project Scope & Specifications outlined herein.
11. All quoters must examine the scope, drawings and specifications and visit the site of this project to fully investigate the nature and extent of the work required. Quoters are responsible for becoming familiar with the location and access to the site, availability of all utilities, condition of the site and any permit processes.

12. Non-Negotiable Terms in Awarded Contract:

- a. **Indemnification:** Quoter agrees to indemnify and hold harmless the Park Department (including the Park Board) and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgements and liens arising out of any negligent act or omission by the quoter or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to the Park Department of has used in connection with the Contract and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.
- b. **Default/Non-Performance:** If the Quoter breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default and subject to termination by the Park Board.
- c. **No Assignment:** No portion of the Contract shall be sublet, assigned, transferred or otherwise disposed of by the Quoter except with written consent of the Park Board being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve the Quoter of any responsibility of the fulfillment of this Agreement.
- d. **Insurance:** The Quoter shall, as a prerequisite to the Contract, purchase and thereafter maintain such insurance that will protect him from the claims set forth below which may arise out of or result from the Quoter's operations under the Contract, whether such operations be by the Quoter or by anyone directly or indirectly employed by the Quoter, or by anyone whose acts may be liable:

COVERAGE	LIMITS
Worker's Compensation & Disability Statutory Requirements	
1. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
2. Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
3. Commercial General Liability	\$1,000,000 per occurrence
(Occurrence Basis) Bodily Injury, Personal Injury, Property Damage, Contractual Liability	\$2,000,000 aggregate
Products-Completed Operations.	

4. Comprehensive Auto Liability (single Limit, owned, hired, non-owned) \$1,000,000 each accident

- e. Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with the Park Department prior to commencement of work and shall be in full force and effect throughout the contract. These certificates shall not be canceled or non-renewed until at least sixty (60) days prior written notice has been received by the Park Department.
- f. Quoter agrees to comply with all federal, state, and local laws, rules and regulations applicable to Quoter in performing work pursuant to the Contract, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest; public notice, accounting record and requirements. The Contract shall be governed by the laws of the United States and the State of Indiana and by all Municipal Ordinances and Codes of the City of Michigan City, Indiana. Venue of any disputes arising under the Contract shall be in LaPorte County, Indiana.
- g. The Quoter shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to hire, tenure, terms, training, conditions or privileges of employment because of race, sex, color, religion, national origin, ancestry, or disability.
- h. Other Information: All expenses incurred in the preparation of a response to the Invitation to quote shall be borne by the Quoter.
- i. All submitted Quotes shall become the property of the Michigan City Park Department.

CDBG Required Contract Provisions

1. All labors and mechanics employed by the contractor or subcontractors in performance of the construction work shall be paid wages at rates as may be required by the federal Davis Bacon prevailing wage and reporting requirements. The contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.
2. **Pre-construction Conference**
After the contract has been awarded, but before the start of construction, a conference will be held for the purpose of discussion requirements on such matters as project supervision, coordination with city officials, on-site inspections, progress schedules and reports, payrolls, payments to contractors, contract change orders, insurance, safety and other items pertinent to the project. The contractor shall arrange to have all

supervisory personnel connected with the project on hand to meet with representatives of the city and owner to discuss any problems anticipated.

3. Reports and Information

The contractor, at such times and in such forms as the owner may require, shall furnish the owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

4. Access to Records

The owner, the Inspector General of the United States, the U.S. Department of Housing and Urban Development, the U. S. Department of Labor, the General Accounting Office, and the City of Michigan City shall be permitted by the contractor to have full access to, and right to examine any pertinent books, documents, papers and records of the contractor involving transactions related to this contract, during the period of the project and for three (3) years from the date of final payment or until all findings have been resolved to the satisfaction of the City of Michigan City.

5. Contract Pricing

The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.

6. Federal Labor Standards Provisions

The 4010 form summarizes the federal provisions which are required to be contained in the contract including minimum wage, withholding for wages, payroll and basic records, apprentices and trainees, sub-contracts, debarment, labor standards disputes, overtime, liability for unpaid wages, liquidated damages, health and safety, and other issues.

7. Equal Opportunity Provisions

(a) Equal Employment Opportunity (Executive Order 11246). 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 during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Department's contracting officer advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 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 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - (5) The contractor will furnish all information and reports required by Executive Order 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 its books, records and accounts by the Department 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 non-discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, 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 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
 - (7) The contractor will include 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 each provision will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
- (b) Title VII of the Civil Rights Act of 1964, provides that no person shall, on the grounds 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 assistance.

- (c) Section 109 of the Housing and Community Development Act of 1974. "no person in the United States shall on the grounds of race, color, 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 available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity."
- (d) Section 3 of the Housing and Community Development Act of 1968. The contractor will ensure that to the greatest extent feasible opportunities for training and employment arising in connection with this CDBG-assisted project will be extended to project area residents. Further, the contractor will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area, in the award of contracts and purchase of services and supplies.
- (e) The Contractor certifies that all hiring will be on the basis of merit and qualifications and there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

8. Uniform Federal Accessibility Standards

All design specifications for the construction of any building shall provide access to the physically handicapped in accordance with the Uniform Federal Accessibility Standards and HUD regulations 24 CFR Part 8, "Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of HUD".

9. Workers' Compensation Insurance

The Contractor certifies that workers' compensation insurance will be maintained as required by the City of Michigan City. The Contractor further certifies that the Contractor will comply at all times with occupational disease and health and safety laws and regulations to the full extent applicable.

I understand and agree to these entire contract provisions.

City's Signature

Date

Contractor's Signature

Date

WALKER STREET PLAYGROUND RENOVATION PROJECT SPECIFICATIONS

Design services, labor and materials to complete ADA and safety upgrades at Walker Street Playground, 900 Walker Street, Michigan City, Indiana.

THE PROJECT: Walker Street Park ADA access and safety renovation project. Walker Street Park is located at 900 Walker Street, Michigan City, Indiana. The project includes design, procurement and installation of all items listed below.

PROJECT BUDGET: \$100,000.00

ADA ACCESSIBLE ROUTES: Installation of a new 4" thick, reinforced concrete sidewalks. The sidewalks will connect the existing sidewalk on Walker Street to the play area, basketball court and picnic shelter. The sidewalks will be 5 foot wide and total approximately 153 linear feet. Must meet all ADA specifications.

Concrete must be poured with adequate slope to allow for drainage and ADA compliance. 4000 PSI with 1-2% slope over the length or width of the concrete pad falling into the direction of the existing topography. Sub base of a minimum of 2-3 inch crushed aggregate or sand (pea gravel is not recommended for this application). 4" thick reinforced with fiber mesh or rebar. Joint cuts where appropriate. Light brush finish.

CONCRETE PAD AND RUBBER SAFETY TILE SURFACING: Install concrete pad and purchase and install accessible, non-interlocking compliant rubber playground safety tiles for 4,500 square foot play area.

Concrete must be poured with adequate slope to allow for drainage and ADA compliance. 4000 PSI with 1-2% slope over the length or width of the concrete pad falling into the direction of the existing topography. Sub base of a minimum of 2-3 inch crushed aggregate or sand (pea gravel is not recommended for this application). 4" thick reinforced with fiber mesh or rebar. Joint cuts where appropriate. Medium brush finish for adhesion of rubber safety tiles.

Tile safety surfacing must meet or exceed the following American Society of Testing and Materials (ASTM) standards:

ASTM F1292-99 Specification for impact attenuation of surface systems under and around playground equipment (critical fall height requirements)

ASTM F1951-99 Determination of accessibility of surface systems under and around playground equipment

ASTM C1028 coefficient of friction

ASTM D2859 controlled burn and test data must be provided

ASTM standard F1951-99 for accessibility based on a measurement of the physical effort to maneuver a wheelchair across a surface. Accessible surfaces within the use zone (ground level area beneath and immediately adjacent to a play structure)

ASTM F1292-99 requirements of drop testing "attenuating" surface

INDEPENDENT PLAY EQUIPMENT:

NOTE: One medium sized play system exists on site and will remain.

Purchase and install at least one (1) new play event for ages 5-12 years. Approximate footprint of play area is 45' x 25'.

BENCHES: Purchase and install two (2) new hunter green park benches in proximity to play area.

TWO BAY SWING: Purchase and install one new 4 post, 2 bay swing set. Bay one will have 2 belt swings, bay two will have 1 toddler bucket swing and one ADA swing.

SHELTER: Remove shingles from existing 20' x 28' steel beam shelter. Install hunter green steel roof.

TRASH RECEPTACLES: Purchase and install two 36 gallon, commercial grade, surface mount, hunter green, trash receptacles, similar to the Rubbermaid MI36 Americana Series.

GRADING AND SEEDING: Upon completion, vendor will be required to grade and re-seed soil and land areas damaged or disturbed by site construction and two existing sand areas which total approximately 2,200 square feet.

ALTERNATE 1: Purchase and installation of 900 square foot concrete pad, purchase and install accessible, non-interlocking compliant rubber playground safety tiles for toddler area. Design, purchase and install toddler play area for children 5 years old and younger.

ALTERNATE 2: Coat basketball court with epoxy-acrylic, textured, tinted gray, asphalt coating and repaint basketball court.



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

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

Date (month, day, year): _____

1. Governmental Unit (Owner): _____

2. County : _____

3. Bidder (Firm): _____

Address: _____

City/State/ZIPcode: _____

4. Telephone Number: _____

5. 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 _____

(Governmental Unit) in accordance with plans and specifications prepared by _____

_____ and dated _____ for the sum of _____ \$ _____

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 governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date (month, day, year): _____

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. If you intend to sublet any portion of the work, state 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 governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain 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 governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

BID OF

(Contractor)

(Address)

FOR

PUBLIC WORKS PROJECTS

OF

Filed

Action taken

