

1316 COUNTY-CITY BUILDING
227 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601-1830



PHONE 574/ 235-9251
FAX 574/ 235-9171

CITY OF SOUTH BEND JAMES MUELLER, MAYOR
BOARD OF PUBLIC WORKS

April 28, 2020

Mr. Marcus Northern
Kennedy Expressline, Inc.
4324 Ashard
South Bend, IN 46628
kennedyexpressline@yahoo.com

RE: Contract for Services

Dear Mr. Northern:

The Board of Public Works, at its meeting held on April 28, 2020, approved the above referenced contract for 2020 Lawn Maintenance & Mentorship Program, Package A in the amount of \$30/Lot for 21 lots, not to exceed \$3,500.

Enclosed please find a copy of the contract for your records.

If you have any further questions regarding this matter, please call this office at (574) 235-9251.

Sincerely,

s/Linda M. Martin, Clerk

Enclosure

City of South Bend, Indiana
Contract for Services

THIS AGREEMENT, made and entered into this 28th day of April 2020, by and between Kennedy Expressline, Inc., 4324 Ashard, South Bend, IN 46628, hereinafter call the "Contactor", and the Board of Public Works in the City of South Bend.

WITNESSETH: That the Contractor agrees to perform lawn maintenance services as described in the Exhibit A below.

DESCRIPTION: Lawn Maintenance and Mentorship Mowing Program
BEGINNING DATE: June 1st, 2020
ENDING DATE August 31st, 2020
AMOUNT PER LOT: \$30 per lot mowed, not to exceed \$3,500.00 for contract period

The total bid and selection of Contractor are those as received and accepted by the Board of Public Works on March 24th, 2020.

BOARD OF PUBLIC WORKS

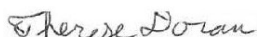
Kennedy Expressline, Inc.


Marcus Northern

Gary A. Gilot, President



Elizabeth A. Maradik, Member



Therese J. Dorau, Member

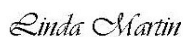


Jordan V. Gathers, Member



Joseph R. Molnar, Member

ATTEST:



Linda M. Martin, Clerk

Exhibit A:

1. Necessary Specifications

A. Prevailing Specifications: None

B. Additions:

1. Work to be performed shall include furnishing all labor, services, materials, insurance, and equipment to deliver Lawn Care Services for various properties outlined on the map attached hereto throughout the City of South Bend.
2. Project to include all geographic property groups as outlined in contract.
 - a. Properties are grouped geographically, but there are no defined boundaries for each division.
 - b. Properties listed below in this document describes anticipated properties in program. There will be 20 residential properties, more or less.
 - c. The City reserves the right to add or delete properties specified in the proposal as requirements change during the period of the contract. Prices for properties to be added from the contract will be mutually agreed upon by the Owner and Contractor.

2. Lawn Care Services

A. Prevailing Specifications: None

B. Additions:

1. Total amount of contract not to exceed \$3,500.00 for residential lots.
 - a. Cost per lawn mowed to equal \$30.00 for residential lots.
 - b. The Contractor will invoice City each month and detail work completed.
 - c. All work and timeframes within the specifications shall be covered within this amount. If the service provider cannot commit to providing all services in the specifications within the limitations of this contract, this must be

documented within the proposal and may render the proposal non-responsive.

- d. If the Contractor would like to submit a proposal to cover a portion of the properties listed and not all contained within this RFP, the contractor will submit a cost estimation for that portion. All final contract details will be determined with winning firm(s).

2. City and contractor will agree on terms for charges within this contract for removal of excess trash or other debris.

C. Residential lot specifications

1. Contractor shall mow turf areas:
2. Every 14 calendar days AND
3. As needed according to seasonal growth or recent treatments applied so that turf areas do not grow in excess of six (inches).
4. The City reserves the right to change the frequency based on the weather conditions, length of the grass, or special need, and will be provided (48) hours advance notice in event of additional mowing required.
5. Mowing schedule will be from the first day in June, 2020 through the last day in August, 2020.
6. All areas will be finish mowed at three (3) inches in height. Areas where large riding mowers are not feasible must be mowed with push mowers. Area to be mowed include turf areas on parcel as well as turf areas between edge of road and property line.
7. Mowing shall be with a rotary mower. Mower blades will be sharp at all times to provide a quality cut.
8. Grass trimming must be performed around all poles, trees, signs, and along fence areas.
9. Edging must be performed along sidewalks and curbs. Edging can be performed with weed trimmer or edger.
10. Contractor shall mulch clippings into the lawn whenever conditions allow as long as no readily visible clumps remain on the grass surface 24 hours after mowing. Otherwise, Contractor shall distribute clumps of grass by mechanical

blowing or by collecting and removing them. Mulched clippings shall not be left on sidewalks or streets.

11. Herbicide spraying shall be done to control weed and grass growth. This task shall be done to industry standards and in accordance to labeled guidelines.
12. The Contractor is expected to remove scattered debris, litter and limbs prior to mowing, excluding material that has been illegally dumped. Contractor must notify Owner with location of illegally dumped material.
13. The Contractor is responsible for removing from each site and properly disposing of all tree limbs of six (6) inch diameter and below.
14. The Owner shall be responsible for hauling limbs larger than six (6) inches in diameter from all areas. Contractor must notify Owner with location of limbs larger than six (6) inches diameter.
15. All mulched areas, including tree rings, must not be damaged from mowing operations. Damage to mulched areas must be repaired immediately.
16. The contractor shall avoid mowing under extremely wet conditions where heavy equipment could rut the soil.
17. Contractor will ensure that all employees wear identifying shirt and hi-vis vest at all times while present on properties.

3. Mentorship Program

A. Prevailing Specifications: None

B. Additions:

1. Contractor will ensure all youth employees that require a work permit have obtained one.
2. Contractor will make “good faith” effort to create a diverse work force to include race, ethnicity, and gender and be able to document policy.
3. Provide detailed description of mentorship program in place and how members are selected and affected by the program.
4. Contractor will provide set of goals for the mentorship aspect of the program.

5. Contractor will incorporate the use of a short survey provide by the City at specified points during the contract period to include the beginning, halfway through, and the end.
6. The City reserves the right to change aspects of the mentorship program or add or remove reporting requirements.
7. Contractor must meet once a month with VPA Youth Employment Coordinator to report on progress and talk about mentorship successes and opportunities.
8. Contractor will use a minimum of \$10.10 for the wage of mentored employees to match minimum wage used by the City of South Bend.

List of Residential Addresses: subject to change.

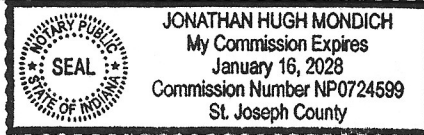
Address			VL= Vacant Lot	Notes
421	N	Harrison		
426	N	Harrison		
429	N	Harrison	VL	
519	N	Harrison		Corner Harrison & LWW
604	N	Harrison		
606	N	Harrison		
630	N	Harrison	VL	
632	N	Harrison		
701	N	Harrison	VL	
710	N	Harrison		
714	N	Harrison	VL	
717	N	Harrison	VL	
719	N	Harrison	VL	
727	N	Harrison	VL	
736	N	Harrison		
740	N	Harrison	VL	
744	N	Harrison	VL	
748	N	Harrison		
809	N	Harrison	VL	
812	N	Harrison		
816	N	Harrison	VL	

When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.

**CONTRACTOR'S NON-COLLUSION AND NON-DEBARMENT AFFIDAVIT,
CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT ELIGIBILITY
VERIFICATION, NON-DISCRIMINATION COMMITMENT AND CERTIFICATION OF USE
OF UNITED STATES STEEL PRODUCTS OR FOUNDRY PRODUCTS**

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

STATE OF Indiana)
) SS:
St. Joseph COUNTY)



The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Contractor further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale; and
2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
3. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
 - a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
 - b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
 - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
 - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in

the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.

4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of South Bend, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

6. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions may consider the Contractor's good faith efforts to obtain participation by those Contractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

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

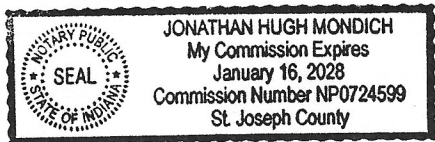
7. The undersigned contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions.

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 made in the United States on this project if awarded. I understand I have an affirmative duty to notify the City in my bid that my proposal does not include the use of steel products or foundry products made in the United States. I understand it is my sole obligation and responsibility to provide a justification to the City, subject to review and approval, why the cost of United States made steel or foundry products is unreasonable. Prior to award and upon submission of bid which does not use steel products or foundry products made in the United States, the City, through its director of public works, shall make a determination if the price of United States made steel or foundry is unreasonable. 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 17 day of April, 2020



Kennedy Expressive
Contractor/Bidder (Firm)

Marcus Northen
Signature of Contractor/Bidder or Its Agent

MARCUS NORTHEN Owner.
Printed Name and Title

Subscribed and sworn to before me this 17 day of April, 2020

My Commission Expires 01/16/2028

Jonathan Hugh Mondich
Notary Public

County of Residence St. Joseph

**BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM**

Date	<u>04/22/2020</u>	Department	<u>VPA</u>
Name	<u>Patrick Sherman</u>	Phone Extension	<u>5601</u>
BPW Date	<u>04/28/2020</u>		

Review and Approval Required Prior to Submittal to Board

Diversity Compliance and Inclusion Officer	<input checked="" type="checkbox"/>	Officer Name	<u>Michael Patton</u>
BPW Attorney	<input checked="" type="checkbox"/>	Attorney Name	<u>Clara McDaniels</u>
Dept. Attorney	<input checked="" type="checkbox"/>	Attorney Name	<u>Clara McDaniels</u>
Purchasing	<input checked="" type="checkbox"/>		<u>Michael Schmidt</u>

Check the Appropriate Item Type – Required for All Submissions

<input type="checkbox"/> Professional Services Agreement	<input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Proposal
<input type="checkbox"/> Open Market Contract	<input type="checkbox"/> Amendment/Addendum	<input type="checkbox"/> Special Purchase, QPA
<input type="checkbox"/> Bid Opening	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Req. to Advertise <input type="checkbox"/> Title Sheet
<input type="checkbox"/> Quote Opening	<input type="checkbox"/> Quote Award	<input type="checkbox"/> Reject Bids/Quotes
<input type="checkbox"/> Proposal Award	<input type="checkbox"/> C/O & PCA No. _____	<input type="checkbox"/> PCA
<input type="checkbox"/> Chg. Order, No. _____	<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Resolution
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Ease./Encroach

Required Information

Company or Vendor Name	<u>Kennedy Expressline, Inc.</u>
New Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> If Yes, Approved by Purchasing <input checked="" type="checkbox"/> No
MBE/WBE Contractor	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <u>Completed E-Verify Form Attached</u> <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name	<u>2020 Lawn Maintenance and Mentorship Program: Package A</u>
Project Number	<u>1203-2020</u>
Funding Source	<u>VPA Maintenance</u>
Account No.	<u>201-1101-452-39.89</u>
Amount	<u>\$30 per lot: not to exceed \$3,500 total for 21 lots</u>
Terms of Contract	<u>Per BPW contract</u>
Purpose/Description	<u>Program to provide life skills and mentorship through lawn maintenance employment</u>

For Change Orders Only

Amount of	<input type="checkbox"/> Increase \$ _____ <input type="checkbox"/> Decrease (\$ _____)
Previous Amount	\$ _____
Current Percent of Change:	Increase _____ % Decrease (_____ %)
New Amount	\$ _____
Total Percent of Change:	Increase _____ % Decrease (_____ %)
Time Extension Amount:	_____
New Completion Date:	_____