



ST. JOSEPH COUNTY

ESTABLISHED 1830

BOARD OF COMMISSIONERS



MEMBERS

ANDREW T. KOSTIELNEY

District 1

DEREK D. DIETER

District 2

DEBORAH A. FLEMING, D.M.D.

District 3

The Title VI Coordinator has made available at this meeting/hearing a voluntary Public Involvement Survey to collect demographic data to monitor and demonstrate St. Joseph County's compliance with its non-discrimination obligations under Title VI and Federal Regulation 23CFR 200.9(b)(4), and more importantly, ensure that affected communities and interested persons are provided equal access to public involvement. Compliance is voluntary. However, to demonstrate compliance with the federal regulation, the information requested must be documented when provided. It will not be used for any other purpose, except to show that those who are affected or have an interest in proceedings or the proposed project have been given an opportunity to provide input throughout the process.

AGENDA

Tuesday, May 11, 2021; 10:00 a.m. 7th Floor

Join Board of Commissioners Meeting

Audio by Phone:

1-312-626-6799 Call in number (Zoom Conference)

Meeting ID: 928 7022 3627

Password: 433092

A. REPORTS AND REQUESTS FROM:

COMMISSIONERS:

- a) Accounts Payable Docket
- b) Agreement with M&V Pro Services

INFRASTRUCTURE, PLANNING & GROWTH:

- a) Bid Request R&S92101D-1: Community Crossing Matching Grant, Maintenance Asphalt Overlay

B. PUBLIC COMMENTS (Three Minute Limit)



ST. JOSEPH COUNTY
DEPARTMENT OF HEALTH
Prevent. Promote. Protect.

St. Joseph County Department of Health

"Promoting physical and mental health and facilitating the prevention of disease, injury and disability for all St. Joseph County residents"

Robert M. Einterz, MD
Health Officer

Mark D. Fox, MD, PhD, MPH
Deputy Health Officer

Heidi Beidinger-Burnett, PhD, MPH
President, Board of Health

Jason Marker, MD
Vice President, Board of Health

May 4, 2021

Commissioners Kostielney, Fleming and Dieter
County-City Building – 7th Floor
South Bend, IN 46601

Commissioners:

The Department of Health requests your support to enter into a contract with M&V Pro Services for janitorial services at Hedwig Memorial Center located at 331 S. Scott Street. The contract is in the amount of \$1,450.20 per floor scrubbing and buffing, \$870.12 per floor scrubbing only and \$150.00 per carpet extraction of the two large mats in the main hallway. We anticipate two floor scrubbing and buffing's, two floor scrubblings only and four carpet extractions, however the numbers may be more or less depending on the condition of the floors and large mats as time goes on. Cares Act funds would be used to pay for the services.

We would like to have the floors scrubbed and buffed on Saturday, May 15th.

We request your signatures on the attached contract between M&V Pro Services and St. Joseph County.

Thank you for your consideration of our request.

Sincerely,

Robert Einterz, MD
Health Officer

RE:/jsp

Attachments



JANITORIAL AGREEMENT

This Agreement dated _____ by and between M&V Pro Services Inc., with an address of P. O. Box 11700 South Bend IN 46634 (hereinafter called the "Contractor") and St Joseph County Department of Health, with an address of 227 West Jefferson Blvd. #825, South Bend Indiana 46601 (hereinafter called the "Company").

For the consideration set out below, Contractor agrees to furnish specified interior maintenance and janitor service for the Company's building located at 331 S. Scott St South Bend In 46601 (the "Building"). For a complete list of Janitor chores and duties see Work Schedule.

Whereas the Company and the Contractor wish to enter into this Agreement for the performance of services by the Contractor upon terms and conditions set forth below.

Therefore, the parties agree as follows:

1. RELATIONSHIP BETWEEN PARTIES, The Contractor is retained only for the purposes and to the extent set forth in this agreement. As an independent contractor, the Contractor will not be entitled to any pension, stock, bonus, profit sharing, health or similar benefits which are available only to employees of the Company. The Contractor accepts full and complete responsibility for filing tax returns and paying all federal, state, social security, and any other taxes which may be required or due for payments received from the Company under this Agreement. The Contractor shall be responsible for filing all employment tax returns and paying all taxes withheld on its employees or payable because of employment of its employees. The Company is in no way responsible for any such taxes. Payment for services under this contract is based on the job performed and a sum established for the performance of that job. The Contractor agrees to perform the work in a conscientious manner. If complaints become necessary, the Company agrees to inform the Contractor and not its employees, and allow reasonable time for the errors to be corrected. Employees of the Contractor are not subject to approval by the Company. Neither the Contractor nor any of the Contractor's employees are subject to any day-to-day, direct supervision of the Company. Upon request of the Company, the Contractor will remove from its services hereunder any of its personnel who, in the opinion of the Company, are guilty of improper conduct or are not qualified to perform the work assigned to them.

2. WORK, MATERIALS AND EQUIPMENT Contractor agrees to furnish all supervision and labor to provide janitorial service. The Contractor will supply any equipment and all cleaning chemicals needed to perform work properly, with the exception of paper towels, toilet paper, garbage bags, hand soap, women sanitary supplies. In the event that the Company deems it necessary to use some of the Contractor's supplies, then the Company agrees to reimburse, at full retail price, such items to the Contractor. The Company agrees to provide a secure location for any equipment and supplies owned by the contractor if necessary. Scheduling of the work is the responsibility of the Contractor, but should be done during a time harmonious with the operating hours of the facility being served.

3. COMPENSATION. For services rendered under this Agreement, the Company will pay the Contractor as follows: for scrub and buff service of the Building, **the per time charge will be: One thousand four hundred fifty dollars and twenty cents (\$1450.20).** For floor scrubbing only the per time charge will be: **Eight hundred seventy dollars and twelve cents (\$870.12).** The price for the carpet extraction of the two large mats in the main hallway will be: **One hundred and fifty dollars (\$150.00).** If more than one floor scrub and buffing service is provided Contractor will give Company a 10% discount off this service. The first floor service will include the removal of tape on floor. If tape removal is needed again Company will have a surcharge of one hundred dollars (\$100.00). Contractor will invoice the company monthly. Invoices will be sent at the beginning of the service month, usually no later than the 5th of every month, with net payment terms of 25 days. For payments received after thirty (30) days past due, a late charge fee of 2% will be added to the next billing cycle. Rates charged are based on the current labor rates in the area, frequency of service, amount of work involved and cost of supplies. If any of these change, adjustments in rates may be requested. Any agreed upon changes must be put in writing and signed by both Parties as an amendment to this agreement.

4. ADDITIONAL SERVICES AND COMPENSATION. From time to time, as the Contractor and the Company shall agree in writing, the Contractor may perform other services for the Company, at the Building, which services are outside the Work Schedule. The Contractor shall be compensated for such additional services, pursuant to the written changes to this Agreement.

5. TERMS AND RENEWAL. If the terms of this agreement are satisfactory by both parties, the service should commence upon Company request and shall terminate upon notice from the Company. The Parties understand that the Building is temporary space being rented by the Company as a result of the Covid-19 pandemic and the Company can terminate service at anytime.

6. TIME FOR PERFORMANCE. The Contractor shall perform the obligations set forth under the Work Schedule in a regular and timely fashion; provided, however, such performance may be delayed or altered for matters beyond the control of the Contractor, to include strike, lockout, act of God, accident, or failure of the Company to provide the Contractor with clear and unencumbered access to the Building, which shall be an ongoing commitment and obligation of the Company hereunder.

7. INSURANCE The Contractor will have in force any and all necessary insurance. The Contractor agrees to be responsible to the Company for any damages to the Company's property arising out of the misconduct and/or negligence of Contractor's employees.

8. MODIFICATIONS Any changes or modification to this agreement must be in writing, signed by both parties and attached hereto.

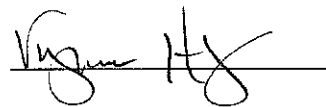
9. SUBROGATION. The Contractor and The Company and all persons claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard or incident covered by the Contractor's insurance.

10. AUTHORITY. The undersigned person or persons executing this Agreement for and on behalf of the Contractor or the Company hereby certifies that he/she is duly authorized and empowered by the governing body of such party to execute this Agreement for and on behalf thereof.

11. COMPLETE AGREEMENT, APPLICABLE LAW, BINDING EFFECT
This Agreement contains the entire understanding between the parties and any and all prior agreements and understandings between the parties are hereby terminated. All provisions, or any parts of this agreement, shall be governed and construed according to the laws of the State of Indiana and the Parties agree that any action under this Agreement shall be brought in St. Joseph County, Indiana. Except as herein otherwise provided. This Agreement shall inure to the benefit of and shall be binding upon, the parties hereto and their permitted assigns, successors, designees and personal representatives.

St Joseph County Commissioners

M&V PRO SERVICES INC.
Virginia Hernandez



DATE _____

DATE 4/29/21

JOHN R. MCNAMARA, P.E., L.S.
County Surveyor
SKY K. MEDORS, P.E.
County Engineer
WILLIAM S. SCHALLIOL, ESQ.
Executive Dir. of Economic Development
ABBY E. WILES, AICP
Executive Dir. of Area Plan Commission



ST. JOSEPH COUNTY
ESTABLISHED 1830

DEPARTMENT OF INFRASTRUCTURE, PLANNING & GROWTH

BOARD OF COMMISSIONERS
ANDREW T. KOSTIELNEY
District 1
DEREK D. DIETER
District 2
DEBORAH A. FLEMING, D.M.D.
District 3

May 6, 2021

Board of Commissioners
St. Joseph County, IN
227 W. Jefferson Blvd., Room 722
South Bend, IN 46601


Subject: **BID REQUEST**
R&S 92101D-1: COMMUNITY CROSSING MATCHING GRANT
MAINTENANCE ASPHALT OVERLAY

Dear Commissioners:

Enclosed is a "Notice to Bidders" for the above-mentioned project.

Please authorize the advertisement of the above mentioned project on Friday, May 14, 2021 and Friday, May 21, 2021, with a Bid Opening on Tuesday, June 8, 2021. The project will be advertised in the South Bend Tribune, Mishawaka Enterprise with Contract Documents available on the County's website.

Respectfully submitted,


Sky K. Medors, P.E.
County Engineer

APPROVED THIS ____ DAY OF MAY, 2021
BOARD OF COMMISSIONERS OF THE
COUNTY OF ST. JOSEPH, INDIANA

Andrew T. Kostielney, President

skm/krb

Deborah A. Fleming, D.M.D., Vice President

Enclosure

Derek D. Dieter, Member

ADVERTISEMENT FOR BIDS
NOTICE TO BIDDERS - REVISED

NOTICE is hereby given the Board of Commissioners of St. Joseph County, Indiana will publicly open and read aloud bids on **Tuesday, June 8, 2021**, hour of ten o'clock [10:00] a.m. [E.D.T.] in the County Commissioner's Conference Room, Seventh Floor, County-City Building, South Bend, Indiana, as per Specifications on file, beginning May 14, 2021, on the County web-site available at <http://www.sjcindiana.com/Bids.aspx> for the following Project:

R&S 92101D-1: COMMUNITY CROSSINGS MATCHING GRANT MAINTENANCE ASPHALT OVERLAY

The project entails roadway milling, salvaging roadway material for sub-base, HMA base, intermediate and surface courses, removing trees, replacing culverts, repairing drainage structures, placing shoulder, and pavement markings at various sites. Estimated Project Length = approx. 8.7 miles.

SAID bids must be accompanied with a Certified Check made payable to St. Joseph County or Bid Bond executed by the bidder and surety company in a sum of not less than ten percent [10%] of the total amount of the bid, together with a non-collusive affidavit as prescribed in Form 96, Revised 2013. Bids must be filed in the office of the County Commissioners no later than 9:45 a.m. [EDT] on **Tuesday, June 8, 2021**, Room 722, County-City Building, South Bend, Indiana. The bidder awarded the contract will be required to furnish separate Payment, Performance, and Maintenance Bonds before commencing work. The Payment and Performance Bond shall each remain in effect throughout the entire construction period in an amount equal to the awarded Contract Amount. The required Maintenance Bond shall remain in effect for a period of up to five years from the date of final acceptance in an amount of 10 percent [10%] of the awarded Contract Amount. The bidder's attention is directed to the Affirmative Action Requirements and the Insurance Provisions of the Project.

RESPONSIBLE Bidders may obtain a set of and/or sets of the Contract Documents, Special Provisions, and/or Plans, if applicable, for this Project at <http://www.sjcindiana.com/Bids.aspx>. Bidders must mail in a check for the non-refundable fee of \$35.00 to the St. Joseph County Auditor's Office, Second Floor, County-City Building, South Bend, Indiana, to be considered as a Responsible Bidder. Make any and all checks payable to the St. Joseph County Auditor's Office.

SPECIFICATIONS and/or Plans, if applicable, are only available on-line as County Offices are closed to the public for COVID-19 precautions. Bidders are to mail their bids in sealed envelopes to the County Commissioner's Office, Room 722, County-City Building, South Bend, Indiana, 46601.

THE Board of Commissioners reserves the right to reject any or all bids or to accept the one which, in its judgment will be to the best interest of St. Joseph County, Indiana. The Board of Commissioners also reserves the right to hold Bids up to 60 calendar days from the receipt of the Bid.

Dated this 11th day of May 2021.

BOARD OF COMMISSIONERS OF THE
COUNTY OF ST. JOSEPH, INDIANA

ANDREW T. KOSTIELNEY, PRESIDENT

DEBORAH A. FLEMING, D.M.D., VICE PRESIDENT

DEREK DIETER, MEMBER

PUBLISHED:

May 14, 2021
May 21, 2021
THE SOUTH BEND TRIBUNE
MISHAWAKA ENTERPRISE

ATTEST:

MICHAEL J. HAMANN, AUDITOR