

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

Street and Sewer Department Materials 2016

Project No. 116-015

April 2016

Prepared for

CITY OF SOUTH BEND, INDIANA
DEPARTMENT OF PUBLIC WORKS

by

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING



A handwritten signature in black ink, appearing to read "Roger T. Nawrot", with the date "3/24/16" written below it.

Roger T. Nawrot
Registered Professional Engineer
State of Indiana No. 60016991

For Bids Due: April 21, 2016

NOTICE TO BIDDERS

Notice is hereby given that the City of South Bend, Indiana, will receive sealed bids at the **Office of the Board of Public Works, 13th Floor, County-City Building, Room 1316, 227 West Jefferson, South Bend, Indiana, until the hour of 10:30 a.m., Local Time, on April 21, 2016**, for the following:

2016 Street and Sewer Department Materials

Specifications are available for download by visiting the City of South Bend's web page at www.southbendin.gov:

- X Click on "Business"
- X Click on "City Public Bids"
- X Click on "Vehicles, Equipment and Miscellaneous Bids"
- X Click on "Specification Sets & Bid Award Info"
- X Select specification to download
- X A pop up screen will appear; input company information (address/phone/fax/e-mail) where indicated
- X Click on "Submit Responses"
- X Print the specification or save it to your computer

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

Bids received after **10:30 a.m., Local Time, on April 21, 2016**, will be returned unopened.

Bids must be on the City of South Bend Bid/Proposal form provided, which includes a Non-Debarment Affidavit, Non-Discrimination Commitment form, and a Non-Collusion Affidavit Form. Certified Check or Bid Bond in the amount of not less than 10% must be submitted with the bid. A refund of the bid security will be issued upon satisfaction of Bid Award.

The Board may reject any bid that does not conform to these requirements as non-responsive.

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

BOARD OF PUBLIC WORKS
Linda M. Martin, Clerk

Publish two times:
April 1, 2016
April 8, 2016

(To be completed only by Contractors/Bidders claiming to be a "local Indiana business" pursuant to I.C. 36-1-12-22)

INDIANA LOCAL BUSINESS PREFERENCE CLAIM

A "local Indiana business" refers to any of the following:

- (1) A business whose principal place of business is located in an affected county.
- (2) A business that pays a majority of its payroll (in dollar volume) to residents of affected counties.
- (3) A business that employs residents of affected counties as a majority of its employees.
- (4) A business that makes significant capital investments in the affected counties as defined in rules adopted by the political subdivision.
- (5) A business that has a substantial positive economic impact on the affected counties as defined by criteria in rules adopted by the political subdivision.

An "affected county" refers to St. Joseph County, Indiana, or the following counties located adjacent to St. Joseph County: Elkhart County, Marshall County, Starke County and LaPorte County

There are the following price preferences for supplies purchased from a local Indiana business:

- 5% for a purchase expected by the purchasing agency to be less than \$50,000
- 3% for a purchase expected by the purchasing agency to be at least \$50,000 but less than \$100,000.
- 1% for a purchase expected by the purchasing agency to be at least \$100,000.

Date: _____

Pursuant to I.C. 36-1-12-22, _____ claims a local Indiana business preference for Project _____ (Project # _____) located within the City of South Bend, St. Joseph County, Indiana.

- The location of the principal place of business is _____ :
(Address)
- St. Joseph County, Indiana
- The following county located adjacent to St. Joseph County, Indiana: _____.
- The majority of the business's payroll for the 12 months prior to the date of this Bid is to residents of St. Joseph County, Indiana or the adjacent county noted above.
- The majority of the business's employees for the 12 months prior to the date of this Bid are residents of St. Joseph County, Indiana, or the adjacent county noted above.

If the business is deemed to be the apparent lowest, responsible, responsive bidder, then it shall provide supporting documentation for the 12 month period prior to the date of the Bid of (i) the total payroll amount paid to all employees of the business, and (ii) the total payroll amount paid to employees who are residents of St. Joseph County and the adjacent county noted above.

WHEN SUPPLYING SUPPORTING PAYROLL RECORDS, BIDDER SHALL REDACT ALL SOCIAL SECURITY NUMBERS.

Dated this _____ day of _____, 20____

Contractor/Bidder (Firm)

Signature of Contractor/Bidder or Its Agent

Printed Name and Title



SPECIFICATIONS CITY OF SOUTH BEND

PROJECT NAME	<u>2016 Street and Sewer Department Materials</u>
PROJECT NO.	<u>116-015</u>
FOR BIDS DUE	<u>April 21, 2016 at 10:30 a.m. Local Time</u>

Pursuant to notices given, the undersigned offers bid(s) to the City of South Bend in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price.

I. PROJECT DESCRIPTION

This project includes the furnishing of materials to be used by the Street Department, Sewer Department, and other City of South Bend agencies for the year 2016. **This is a divisible bid and all items will be awarded per unit price.** All items will be awarded per unit prices and the quantities shown for each item are approximate quantities only. Actual quantities purchased may be greater or less than the quantities shown on the bid tab.

The contract(s) pursuant to these specifications shall be awarded to the lowest responsible and responsive vendor.

II. PREVAILING SPECIFICATIONS AND DESIGN & CONSTRUCTION STANDARDS

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

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

Wherever the **PREVAILING SPECIFICATIONS** refer to "State Specifications," it shall mean the 2016 INDOT Standard Specifications for the letting effective after September 1, 2015.

These **SPECIAL PROVISIONS** will list only "Additions" or "Deletions" to the **PREVAILING SPECIFICATIONS** and are to be used only in conjunction with the **PREVAILING SPECIFICATIONS**.

In the event of conflict between the **SPECIAL PROVISIONS** and the **PREVAILING SPECIFICATIONS**, the **SPECIAL PROVISIONS** will govern.

III. CONTROL OF WORK

A. Prevailing Specifications/INDOT Standard Specifications Section: 105

B. Additions:

1. The complete responsibility for this project lies with the Director of Public Works of the City of South Bend, Indiana acting through his authorized representatives.

IV. DEFAULT AND TERMINATION

A. Prevailing Specifications/INDOT Standard Specifications Section: 108

B. Additions:

1. The obligation to perform under the terms of this Agreement may be terminated by an official of the Department of Public Works, with approval from the Board of Public Works,

with or without cause, upon fourteen (14) calendar days written notice to the Contractor. This Agreement may be terminated by Contractor upon fourteen (14) calendar days written notice to the Department of Public Works in the event of substantial failure of Public Works employees and agents to perform in accordance with the terms hereof. If an official of the Public Works Department terminates the Contract for any cause, it shall deduct from whatever is owed the Contractor on the Contract or any other contract, any amount sufficient to compensate the City of South Bend for any damages suffered by it, including but not limited to, the cost difference in the materials between the primary and secondary bidder because of the Contractor's wrongdoing.

V. RETAINAGE AND FINAL PAYMENT

- A. Prevailing Specifications/INDOT Standard Specifications Section: 109
- B. Additions:
 - 1. Payments will be made every thirty (30) calendar days.
 - 2. There will be NO Retainage.
 - 3. Contractor shall invoice using the same nomenclature as specified in the bid proposal for all items.

VI. CORRECTIVE ACTION/DAMAGES

- A. Prevailing Specifications: None
- B. Additions:
 - 1. Failure to deliver concrete or asphalt materials within NINETY (90) minutes time of scheduled delivery will result in damages charged to the supplier in the amount of time plus expenses plus overhead charged.
 - 2. Should a supplier of concrete or asphalt become overbooked for deliveries one or more days of a week that supplier shall notify the City's representative ordering the material at least TWO (2) working days in advance.
 - 3. In the event the initial test results indicate a failure, the contractor will immediately contact the independent testing agency in order to complete the confirmation testing. The receipt of the test report indicating the failure in the mix will immediately trigger the corrective action/damages process. The Contractor will be considered placed on notice upon receipt of the testing report from the independent laboratory. If a back-up sample was not taken nor if there is not enough of the original sample to complete confirmation testing, the original test will be binding. There will be no coring of placed materials for confirmation testing. The contractor is solely responsible for making any and all corrections to the material mix in order to meet the requirements in the mix design.
 - 4. The corrective action/damages are set forth as follows:
 - a. The damages will be for all of the specific mix design/material delivered on the day the sample was taken.
 - b. Damages are progressive for each specific mix design. The material costs for the day the sample was taken will be reduced by the following percentages
 - i. First test failure – 10% reduction of actual material cost.
 - ii. Second test failure – 20% reduction of actual material cost.
 - iii. Third test failure – 30% reduction of actual material cost.
 - iv. Fourth and all successive test failures – 50% of reduction of actual material cost.
 - 5. The City of South Bend reserves the right to accelerate the corrective action/damages procedure or to require the contractor, at his expense, to remove and replace the material in the event the failure in the material delivered may cause physical or property damage to the public.
 - 6. The parties recognize that time is of the essence in regard to this Contract and that City will suffer financial loss if the equipment, supplies, services are not delivered within the times specified on the Contract.

- a. It is agreed between the parties hereto that if Contractor shall not deliver the equipment, supplies, services and/or other obligations by the date specified in the Contract, City shall use the bid bond or certified check of bidder as liquidated damages
- b. Should the Contractor fail to provide or perform the equipment, supplies, services and/or other obligations pursuant to the Contract, and should the City then elect to bid a new project that will replace the Contract, any bid for the project from Contractor will be considered only if Contractor can demonstrate the ability to deliver and perform the equipment, supplies, services and/or other obligations in a timely fashion.
- c. It is agreed between the parties hereto that if Contractor shall not deliver the equipment, supplies, services and/or other obligations by the time specified in the Contract, City shall award all or part of the material to the next lowest bidder.

VII. DELIVERY

A. Prevailing specifications/INDOT Standard Specification Section: None

B. Additions:

1. Items shown in the specifications to be delivered shall be delivered to the Bureau of Streets at 731 South Lafayette or to other sites within the City of South Bend designated by the City's representative ordering the material. Delivery dates shall include weekends and holidays as designated by the representative ordering the material.
2. Each load of loose materials must be fully tarped or covered from origin to the point of delivery to minimize loss from blowing and change of moisture content.
3. Items shown in the Specifications to be picked up by the City shall be picked up by the City at the successful bidder's plant or warehouse. **The plant or warehouse must be within the South Bend City limits or within five miles of the Public Works Service Center, and it must be within 15 minutes driving time via approved truck route(s) of the Public Works Service Center.** Loading shall be done by the supplier.
4. Duplicate weight tickets will be provided for each load. Each ticket will bear a serial number, increasing in number with each load. No ticket number shall ever repeat.
5. The vendor for items in Part A and Part B shall designate a representative and an alternate that shall be available for at least one (1) hour no later than Wednesday of each week for a coordination conference to discuss the City of South Bend's prospective order for the upcoming calendar week. The vendor shall guarantee availability of materials of each type and in such quantity for each day of the following week as agreed to in the conference. If such materials are not available at the time of delivery as agreed, the vendor shall at its option remedy the situation by one of the following means:
 - a. Arrange for the City of South Bend to pick up its order within one (1) hour of the agreed schedule at another location within five (5) miles of the South Bend City limits at no additional cost to the City of South Bend.
 - b. Within three (3) working days of the failure to deliver, with its own forces and equipment lay the materials into place at the location the Bureau of Streets has prepared and readied for paving. Such paving shall be done in a workmanlike manner, according to the Standard Specifications for the type of material being used, at no additional cost to the City.
6. The bid proposal shall specify as per unit cost of delivery for all items specified for delivery. Award may be made to a company for just delivery and not necessarily for the purchase of the material

VIII. PART A: ASPHALT MATERIALS

- A. Prevailing specifications/INDOT Standard Specification Section: 402, 403, 405, 406,407, 902, 904
- B. Additions:
 - 1. Part A includes bituminous materials to be provided to the City of South Bend for placement by the City's own forces.
 - a. The producer of the materials will be a CERTIFIED HOT MIX ASPHALT PRODUCER, certified the Hot Mix Producer Program by the Indiana Department of Transportation Materials and Tests Division. The producer also will have a certified operator, laboratory, and bituminous laboratory technician on staff.
 - b. Upon request, the successful bidder shall provide to the City copies of all material certifications, laboratory test results, and other quality control documents necessary to show compliance with Section 402, for any and all deliveries to the City. Records from other on-going projects shall be acceptable so long as those projects are concurrent with deliveries to the City. The City reserves the right to request up to 12 plate samples during the contract period to be obtained by an independent laboratory for analysis and verification to the specifications. Any plate samples requested past the 12 required by the specifications will be processed and paid for by the City of South Bend separate of this contract. Results of the testing will be delivered within 24 hours of the time the sample was taken. Large enough samples shall be taken in order to perform confirmation testing in the event of failure. All costs associated with the testing will be incurred by the supplier/contractor.
 - 2. The Supplier shall submit job mix formula for all mixes to the Bureau Manager of Streets for approval prior to delivery. The job mix formula must be submitted on Form TD-451 along with Marshall Design Work Sheet Form TD-515.
 - a. The job mix formula shall be based upon the Marshall Method of Mix Design for the aggregate source and gradation available in ample quantity to the Contractor. Any aggregate source and gradation available in ample quantity to the Contractor. Any change of aggregate source shall require a new Mix Design and approval.
 - b. Recycled materials shall not be used in any surface course mixtures. No RAS shall be used.
 - c. Binder course materials will have a maximum of 20% Recycled Materials. No RAS shall be used.
 - d. Base course materials will have a maximum of 20% Recycled Materials. No RAS shall be used.
 - 3. All HMA mixes are normally picked up by the City. Under certain circumstances, the City may request delivery of HMA mixes. Supplier will furnish a tri-axle truck with driver to deliver the HMA mixes as designated to any point in the City. The City will hire the truck with driver for a minimum of eight (8) hours per day. There will be no premium time paid for work in excess of eight (8) hours per day.
 - 4. All mixes designated with a "MAC" identifier shall be a MAC 20 (PG 64-22) base, with a minimum of 3.2% Styrene-Butadiene-Styrene (SBS) and cross-linked with B-720 where no separation will take place.
 - 5. All mixes designated with a "MAC HD" identifier shall be a MAC 20HD (PG 64-22) base, with a minimum of 4.2% Styrene-Butadiene-Styrene (SBS) and cross-linked with B-720 where no separation will take place.
 - 6. All mixes designated with an "Olexobit" identifier shall be either a PG 52-34 with a minimum of 4.5% Styrene-Butadiene-Styrene (SBS) and cross-linked with B-720 where no separation will take place or Olexobit TS as approved by the Engineer.
 - a. The PG 52-34 shall be in conformance with the Michigan Department of Transportation Standard Specifications for Construction 2012 Section 904.
 - 7. All mixes designated with "11L" shall be #11 crushed limestone.
 - 8. All mixes designated with "11S" shall be #11 crushed blast furnace slag.
 - 9. All HMA Binder mixes shall be crushed limestone or crushed blast furnace slag, either #11 or #8 or 9 as noted, with PG 64-22 asphalt binder, unless otherwise specified.

10. All HMA Base mixes shall be crushed limestone or crushed blast furnace slag, with PG 64-22 asphalt binder, unless otherwise specified.
11. MAC 20 crack seal material shall be MAC 20 (PG 64-22) base, with a minimum of 3.2% Styrene-Butadiene-Styrene (SBS) and cross-linked with B-720 where no separation will take place.
12. The requirements for HMA Surface 11 Olexobit are as follows:
 - a. Course aggregate and fine aggregate shall be crushed limestone
 - b. Any added dust shall be milled limestone.
 - c. Grading is as follows:

Composition		
Sieve Size (mm)	Target	Limits
12.5	100	100
9.5	85	80-95
4.75	40	30-50
2.36	27	20-34
.6	17	12-27
.3	15	10-20
.15	13	10-16
.075	10	8-12

13. The requirements for CMA Patch AE-300P are as follows:
 - a. Asphalt binder shall be AE-300P
 - b. Materials shall be produced with less than 1% moisture
 - c. Binder content shall be 5.2% to 6.0%
 - d. Aggregate shall be 100% crushed limestone graded as follows:

Sieve Size	Percent Passing
1/2"	100%
3/8"	75-100%
No. 4	20-80%
No. 8	0-35%
No. 30	0-4%
Loss by Decantation (#200)	0-1.5%

14. The requirements for AE-T Tack are as follows:

Saybolt-Furol Viscosity, 25°C, s	Max	100
Residue from Res. By Dist. %	Min	54
	Max	62
Portion, from Res. By Dist. ml		
Oil per 100g. Emul.,	Min	4.0
Demulsibility, %	Min	75
Sieve Test %	Max	0.10
Res. By Dist. Float Test		1200
Penetration		50-200
Solubility in Org. Solv., %	Min.	97.5
Ductility, 25°C, mm	Min	400

15. The requirements for RS-2 are as follows:

Saybolt-Furol Viscosity, 25°C, s		75-400
Residue from Res. by Dist. %	Min	68
Portion, from Res. by Dist. ml		
Oil per 100g. Emul.	Max	4.0
Settlement, 5 days %	Max	5
Demulsibility, %	Min	50
Sieve Test %	Max	0.10
Penetration		100-200
Solubility in Org. Solv., %	Min	97.5
Ductility, 25°C, mm	Min	400

IX. PART B: PCC MATERIALS

- A. Prevailing specifications/INDOT Standard Specification Section: 213, 502, 504, 506, 901, 904, 912, 913
- B. Additions:
 - 1. None

X. PART C: AGGREGATE MATERIALS

- A. Prevailing specifications/INDOT Standard Specification Section: 301, 302, 303, 621, 904, 914
- B. Additions:

- 1. The requirements for No. 23 Slag Sand Mix are as follows:

Sieve Size	Percent Passing
1/2"	
3/8"	100%
No. 4	80-100%
No. 8	60-90%
No. 16	40-65%
No. 30	25-40%
No. 50	10-30%
No. 100	5-20%
No. 200	0-10%

- 2. Topsoil must be screened and free of foreign debris.
- 3. Topsoil will be tested for PH level.

XI. PART D: SEWER MATERIALS

- A. Prevailing specifications/INDOT Standard Specification Section: 908, 907, 910,
- B. Additions:

- 1. Manhole risers shall conform to the following:
 - a. All risers shall pivoted turnbuckle adjustable riser rings
 - b. Adjustable turnbuckle must be pivoted on 304 stainless steel roll pins at both ends which eliminates binding of mechanism when expanding or contracting manhole riser.
 - c. The linkage assembly shall not contain tac-welds.
 - d. The linkage shall pivot inside a solid 3/4" thick bar. The linkage shall accommodate an adjustment to the diameter of the ring of 1/2" in either direction (larger or smaller).
 - e. The ring must be a single piece assembly, with no loose parts.
 - f. Riser must expand to obtain full circumferential engagement.
 - g. The riser shall not obstruct entrance to a manhole. There are no extensions to hinder men or equipment using the manhole.
 - h. All moving parts and mating surfaces are zinc plated with dichromate finish or stainless steel. Skirts are G90 galvanized.
 - i. Skirt must be welded 85% of the circumference of riser.
 - j. Manhole riser allows efficient application of the pivoted turnbuckle so that 60 lbs. force applied 7" from center of turnbuckle exerts 5600# tangential force in the riser ring. This enables the riser ring to be forced to fit worn out of round manhole lid seats and still exert a great force on the side walls for holding power.

k. Manhole risers shall be color coded prior to delivery based on the following:

Ring Diameter	Color
20 3/4" D	Silver
21 3/4" D	Blue
22 1/8" D	Red
22 1/4" D	Yellow
23" D	Green
23 5/8" D	Black
25 1/2" D	Fluorescent Orange
26" D	Orange
26 1/2" D	Gold

2. The manhole cover and frame shall be the following:
 - a. Cover: East Jordan Iron Works manhole cover 1020A or approved equal
 - i. Manhole covers must be labeled "City of South Bend" with "Storm" or "Sanitary"
 - b. Frame: East Jordan Iron Works manhole frame 1022Z1 or approved equal
3. The catch basin cover and frame shall be the following:
 - a. Cover: East Jordan Iron Works catch basin cover (grate) 1130M3 or approved equal
 - b. Frame: East Jordan Iron Works manhole frame 1135Z or approved equal

XII. PART E: TRAFFIC MATERIALS

A. Prevailing specifications/INDOT Standard Specification Section: 808, 909, 921

B. Additions:

1. Liquid Thermoplastic Traffic Marking paint:
 - a. Liquid Thermoplastic Traffic Marking Paint must meet and exceed the chemical composition and performance requirements of Federal Specification TT-P-1952E.
 - b. Liquid Thermoplastic Traffic Marking Paint must be environmentally friendly 100% acrylic emulsion traffic paint containing less than 100 grams per liter volatile organic content (VOC).
 - c. Liquid Thermoplastic Traffic Marking Paint must meet or exceed TT-P-1952E Type III when tested in accordance with the following ASTM test methods: D2369, D562, D2697, D3723, D2805, D711, D1210, D969, D1849, D522, D2243, D1729, D968, D2486, D1394, D1640, D2244, D3335, D3718, E1347, G154.
 - d. Coverage is to be 155-180 ft. of 4-inch line per gallon at 30-35 mils wet film thickness. Precautions: Both surface and ambient application temperatures shall be a minimum of 50°F. Temperature shall not drop below 50°F within a 24 hour period following application. The shelf life of the paint shall be a minimum of 18 months.
 - e. The paint shall dry to a no tracking condition in no more than 6 minutes. The no tracking condition shall be determined by actual application on the pavement at a wet film thickness of 30 mils (750 µm) or greater with white or yellow paint covered with glass beads at a rate of 7 lb/gal. (0.7 kg/L).
2. Standard Pavement Marking Beads shall be in accordance with INDOT Specification Section 921.
3. Material must be provided in 55 gallon drums with the exception of Blue and Green paint, which should be delivered in 5 gallon pails.

XIII. PART F: SNOW REMOVAL MATERIALS

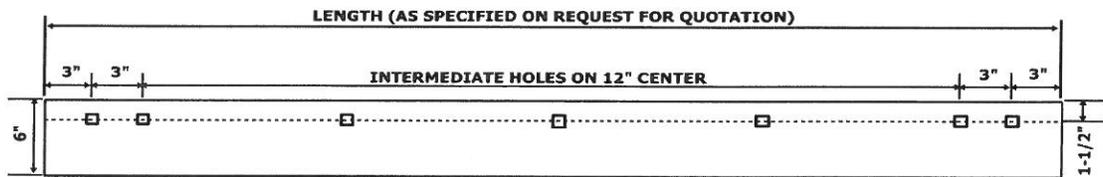
A. Prevailing specifications/INDOT Standard Specification Section: None

B. Additions:

1. This specification covers requirements for replaceable cutting edge blades for motor graders and underbody truck scrapers
2. Material:
 - a. The cutting edges shall be formed from high carbon steel made by the open hearth, basic oxygen, or electric furnace process and shall have the following composition.
 - b. The composition of steel shall be as follows:

High Carbon			Heat Treated		
Composition	Min (%)	Max (%)	Composition	Min (%)	Max (%)
Carbon	0.80	1.00	Carbon	0.25	0.35
Manganese	0.50	0.90	Manganese	0.75	1.20
Phosphorous	---	0.05	Phosphorous	---	0.05
Sulfur	---	0.05	Sulfur	---	0.05
Silicon	---	0.35	Silicon	0.10	0.40
			Boron	0.0005	0.0085

- c. The finished cutting edge shall have a Brinell hardness number, under a 3000 kilogram load, of not less than 250 nor more than 350 for high carbon blades, and not less than 400 nor more than 520 for heat treated blades. The Brinell hardness number will be determined by the current Method Test for Brinell Hardness of Metallic Materials, ASTM Designation E10.
 - d. A chemical analysis of each melt of steel shall be made available by the manufacturer to determine the percentages of the elements specified.
3. The cutting edges shall be of the length specified on the request for quotation form and shall be double bevel, curved, 5/8 inch or 3/4 inch thick, and 6 inch or 8 inch wide after forming. The bevel shall be 1 inch in length and the cutting edge shall have a radius curvature of 7 1/2 inch to 10 inch. The finished blade section will be given a coat of rust resistant paint and shall be free of warpage and longitudinal deviation. The cutting edges for 5/8 inch blades and 3/4 inch blades shall be punched with 11/16 inch square holes with countersink to receive 5/8 inch diameter #3 plow bolt. Hole punching to be "standard highway punch" (end 2 holes on each end of the blade on 3 inch centers, and the remaining holes 12 inch spaced center to center across the middle of the blade) as per the diagram below.





**BID/PROPOSAL
CITY OF SOUTH BEND**

PROJECT NAME 2016 Street and Sewer Department Materials
PROJECT NO. 116-015
FOR BIDS DUE April 21, 2016 at 10:30 a.m. Local Time

Item No.	Item	Est. Qty.	Unit	Unit Price	Total
PART A- ASPHALT MATERIALS					
A-1	HMA Surface 11L	5,000	Ton		\$
A-2	HMA Surface 11L MAC	2,000	Ton		\$
A-3	HMA Surface 11L MAC HD	2,000	Ton		\$
A-4	HMA Surface 11S	1,000	Ton		\$
A-5	HMA Surface 11 Olexobit	1,200	Ton		\$
A-6	HMA Binder 8/9	500	Ton		\$
A-7	HMA Binder 11	3,500	Ton		\$
A-8	HMA Binder 11 MAC	2,500	Ton		\$
A-9	HMA Base 5D	1,000	Ton		\$
A-10	AE-T Tack	75,000	Gal		\$
A-11	RS-2	15,000	Gal		\$
A-13	MAC 20 Crack Seal	2,500	Gal		\$
A-14	CMA Patch AE-300 HP	500	Ton		\$
PART B – PCC MATERIALS					
B-1	Class A Concrete	700	CY		\$
B-2	Class A High Early	1,500	CY		\$
B-3	High Early Concrete w/Integral Color – Black	100	CY		\$
B-4	Flowable Fill, Removable	200	CY		\$
B-5	Class A Concrete with Non-Chloride Accelerator - 1%	1100	CY		\$
B-6	Class A Concrete with Non-Chloride Accelerator – 2%	500	CY		\$
B-7	Concrete Dye – Black w/Hardener	100	Bags		\$

Bidder Name: _____

Item No.	Item	Est. Qty.	Unit	Unit Price	Total
PART C – AGGREGATE MATERIALS					
C-1	No. 23 Sand	5,000	Ton		\$
C-2	No. 53 Gravel	1,000	Ton		\$
C-3	No. 53 Recycled Concrete	4,000	Ton		\$
C-4	No. 53 Slag	1,000	Ton		\$
C-5	Topsoil	100	CY		\$
C-7	No. 11 Slag Chip Stone	800	Ton		\$
PART D – SEWER MATERIALS					
D-1	Manhole Cover & Frame	300	Each		\$
D-2	Catch Basin Cover & Frame	300	Each		\$
D-3	MH Riser 20 3/4" D – 1"R – 7/8"L	40	Each		\$
D-4	MH Riser 20 3/4" D – 1 1/2"R – 7/8"L	40	Each		\$
D-5	MH Riser 20 3/4" D – 2"R – 7/8"L	20	Each		\$
D-6	MH Riser 20 3/4" D – 2 1/2"R – 7/8"L	10	Each		\$
D-10	MH Riser 21 3/4" D – 1"R – 1 3/8"L	20	Each		\$
D-11	MH Riser 21 3/4" D – 1 1/2"R – 1 3/8"L	30	Each		\$
D-12	MH Riser 21 3/4" D – 2"R – 1 3/8"L	30	Each		\$
D-19	MH Riser 22 1/8" D – 2"R – 1 1/4"L	20	Each		\$
D-21	MH Riser 22 1/8" D – 3"R – 1 1/4"L	5	Each		\$
D-24	MH Riser 22 1/4" D – 1"R – 1 1/2"L	30	Each		\$
D-25	MH Riser 22 1/4" D – 1 1/2"R – 1 1/2"L	30	Each		\$
D-31	MH Riser 23" D – 1"R – 1 3/4"L	30	Each		\$
D-32	MH Riser 23" D – 1 1/2"R – 1 3/4"L	20	Each		\$
D-33	MH Riser 23" D – 2"R – 1 3/4"L	40	Each		\$
D-39	MH Riser 23 5/8" D – 1 1/2"R – 1 1/8"L	10	Each		\$
D-40	MH Riser 23 5/8" D – 2"R – 1 1/8"L	10	Each		\$
D-45	MH Riser 23 5/8" D – 1"R – 1 1/2"L	20	Each		\$
D-46	MH Riser 23 5/8" D – 1 1/2"R – 1 1/2"L	25	Each		\$

Bidder Name: _____

Item No.	Item	Est. Qty.	Unit	Unit Price	Total
D-47	MH Riser 23 5/8" D – 2"R – 1 1/2"L	20	Each		\$
D-48	MH Riser 23 5/8" D – 2 1/2"R – 1 1/2"L	20	Each		\$
PART E – TRAFFIC MATERIALS					
E-1	Liquid Thermoplastic Traffic Marking Paint – White	2200	Gal		\$
E-2	Liquid Thermoplastic Traffic Marking Paint – Yellow	1100	Gal		\$
E-3	Liquid Thermoplastic Traffic Marking Paint – Blue	50	Gal		\$
E-4	Liquid Thermoplastic Traffic Marking Paint – Green	50	Gal		\$
E-5	Pavement Marking Beads, Standard	15000	Lbs		\$
PART F – SNOW REMOVAL MATERIALS					
F-1	Curved Double Bevel Carbon Steel Underbody Blade 5'L x 6"Th x 5/8"Th	500	Each		\$
F-2	Curved Single Bevel Carbon Steel Underbody Blade 5'L x 6"Th x 3/4"Th Heat Treated – Hardened	100	Each		\$
F-3	Curved Single Bevel Carbon Steel Underbody Blade 6'L x 6"Th x 3/4"Th Heat Treated – Hardened	50	Each		\$
PART G – DELIVERY OF HMA MATERIALS BY TRI-AXLE TRUCK					
G-1	Driver and Truck	576	Hours		\$

Bidder (Firm): _____

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

By _____
(Signature)

(Printed Name)

(Title)

BOARD OF PUBLIC WORKS

Gary A. Gilot, President

David P. Relos, Member

Elizabeth A. Maradik, Member

Therese J. Dorau, Member

James A. Mueller, Member

Attest: Linda M. Martin, Clerk

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 on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

Dated this _____ day of _____, 20__

Contractor/Bidder (Firm)

Signature of Contractor/Bidder or Its Agent

Printed Name and Title

Subscribed and sworn to before me this _____ day of _____, 20__

My Commission Expires _____

Notary Public

County of Residence _____



CITY OF SOUTH BEND INSTRUCTIONS TO BIDDERS

1. BID FORMS AND EXECUTION
 - A. Bidders are expected to examine the Drawings, Specifications, Proposal and all Instructions. Failure to do so will be at the Bidder's risk.
 - B. Each Bidder shall furnish all information required by the Notice, Instructions to Bidders and Specifications. Bids must be made on the form provided. The Bidder shall sign the Proposal and Non-Collusion Affidavit, which is a part of the provided form, where indicated, provide a notary signature and provide all other information required.
 - C. The Bidder shall sign the Proposal in the following manner: If the Proposal is made by an individual, his/her name and post office address must be shown. If made by a partnership or joint venture, the name and post office address of each member of the partnership or joint venture must be shown. If made by a corporation, the Proposal must be signed by an officer of the corporation or by a representative duly authorized by the corporation to execute the Proposal in its behalf.
2. SEALED BIDS ONLY
 - A. Bids, Proposals, Guaranty, and other required documents must be submitted in a sealed envelope marked on the outside with the general classification of material bids, i.e. "Bid for Computer Equipment," "Bid for Front End Loader," or "Bid for Office Supplies."
 - B. When samples are required, such samples shall be delivered or shipped at the bidder's expense to the address specified in the Invitation to Bid. Samples must be shipped separately from bid documents and labeled clearly with the Bidder's name, address and the commodity or equipment classifications and documents, the item (and item number, if any), and Material Safety Data Sheets (if applicable). All samples must be representative of the commodities or equipment which will be supplied by the successful Bidder. All samples will become the property of the City of South Bend and none will be returned, unless otherwise stated in the Specifications.
 - C. In the event of an inconsistency between provisions of the contract documents, the inconsistency shall be resolved by giving precedence in the following order:
3. ORDER OF PRECEDENCE
 - A. Bid Form attached Proposal
 - B. Amendments to Specifications
 - C. Specifications
 - D. Special Provision
 - E. Instructions to Bidders
 - F. Notice to Bidders
4. DELIVERY OF BIDS
 - A. Bids must be delivered to the Office of the Board of Public Works, 13th Floor, County-City Building, Room 1316, 227 West Jefferson Boulevard, South Bend, Indiana 46601 (574) 235-9251, by the time specified (local time) in the Notice to Bidders. If not delivered personally, the sealed envelope containing the Bid must be mailed to the following address:

City of South Bend
Clerk of the Board of Public Works
1316 County-City Building
227 West Jefferson Boulevard
South Bend, Indiana 46601

- B. The Post Office Department will be considered agent of the Bidder in delivering the bid. The City will not be responsible for deliveries. **Any Bids received after the time specified will be returned unopened.**
 - C. Bids will be opened and read publicly at the time and place designated in the Notice to Bidders. Bidders, their authorized agents, and the public are invited to be present.
 - D. Bidders may bid on one (1) or more item, provided however, that the bid submitted for each is delivered in a **separate, sealed envelope**, with the **envelope clearly labeled** on the outside as to the specific item for which the bid is being submitted. Bidders may submit separate bid bonds for each item being bid upon OR may submit one (1) bid bond equal to 10% of the combined total of all bids submitted.
 - E. **The Board may reject any bid that does not conform to these requirements as non-responsive.**
5. ADDENDA – NO VERBAL INTERPRETATIONS
- A. No inquiries by Bidders relative to interpretation of Plans, Specifications, Special Provisions, or other Bidding Documents will be answered verbally. If any prospective Bidder is unable or unwilling to comply with one or more requirements of the bidding document, such Bidder should so inform the Board of Public Works in writing. Upon receipt of such information, consideration will be given to the advisability of issuing an Addendum which would thereupon become applicable to all Bidders. Any such inquiry must be submitted at least seven (7) days prior to the bid opening date in order to give the Board sufficient time to consider any necessary Addendum. All answers to such inquiries, in the form of Addenda, will be furnished to all prospective Bidders who have registered with the City. All Bidders are required to acknowledge receipt of any Addenda by inserting the Addendum number and the issuing date on executed Proposals.
6. REJECTION OF PROPOSALS CONTAINING ALTERATION, ERASURES, INCOMPLETE BIDS AND ETC.
- A. Proposals shall be rejected if they show any alteration of form, additions not called for, conditional or alternate bids (except when and insofar as are invited), incomplete bids, erasures or irregularities of any kinds.
 - B. All blank spaces for bid prices must be filled in, in ink, with the unit price and total price for each item (This does not apply to divisible bids). In case of incorrect totaling of amounts and where the unit price and the extension thereof do not agree, the unit price for each item shall govern, and the City is authorized to correct all erroneous extension and totals for the purpose of comparing bids.
7. TRADE DISCOUNTS
- A. Trade discounts shall not be shown separately, but shall be incorporated in the Bidder's unit price, unless otherwise specified.
8. VEHICLE BIDS
- A. Bidders may bid on one (1) or more vehicles, provided however, that the bid submitted for each vehicle is delivered in a separate, sealed envelope, by vehicle, with the envelope clearly labeled on Bidders may bid on one (1) or more vehicles, provided however, that the bid submitted for each vehicle is delivered in a separate, sealed envelope, by vehicle, with the envelope clearly labeled on the outside as to the specific vehicle for which the bid is being submitted. Bidders may submit separate bid bonds for each vehicle being bid upon OR may submit one (1) bid bond equal to 10% of the combined total of all vehicle bids submitted.
 - B. The Board may reject any bid that does not conform to these requirements as non-responsive.
9. TAX EXEMPTIONS
- A. The City of South Bend is exempt from the payment of federal excise and transportation taxes levied under the provision of the Internal Revenue Code. It is also exempt from the Indiana

State Gross Retail Tax (sales tax). The City will furnish the successful Bidder with any certificate of exemption required.

10. WITHDRAWAL OF BIDS
 - A. Withdrawal of bids will be allowed only in those cases in which a written request to withdraw a bid is received by the Board of Public Works prior to the date and hour for receiving and opening bids. In such cases, the same will be returned to Bidder unopened.
11. ESCALATOR OR CONTINGENT CLAUSES
 - A. The use of escalator clauses or other contingent clauses by the Bidder is prohibited, unless requested or permitted by the Invitation to Bid. No Proposal shall contain nor be accompanied by any writing purporting to limit or qualify the City's right to accept such Proposal or purporting to alter such Proposal or any Contract which may be executed pursuant thereto.
12. PRICES MUST BE DELIVERED PRICES
 - A. The bid price shall be a delivered price. All materials shall be shipped F.O.B. destination as specified in the Invitation to Bid. No fuel surcharges accepted.
13. AWARD – WAIVER OF TECHNICALITIES
 - A. The Award of Bid, if any award be made, will be made within sixty (60) calendar days after the opening of Proposals to the lowest responsible and responsive Bidder who's Proposal complies with all the requirements prescribed, exclusive of technicalities waived. Until the final award of the Bid, however, the right is reserved by the City to reject any and all Proposals and to waive technical errors.
14. SPLITTING OF AWARDS/DIVISIBLE BIDS
 - A. Bids will be awarded on the basis of the total dollar amount for all items in the Proposal unless the bid is described by the City as a Divisible Bid. The City may award a Divisible Bid to the lowest responsible and responsive Bidder for each item or class of items as indicated in the bid documents.
15. BIDDER QUALIFICATION
 - A. The City may require any Bidder to submit evidence of qualifications, and may consider any evidence of the financial, technical, and other qualifications and abilities of the Bidder. The City will not award a Contract to a Bidder who, in its opinion, is not fully qualified on the basis of financial resources and responsibility, possession of adequate equipment, personnel, experience, and past record of performance to perform the obligations to be undertaken competently and without delay.
16. PURCHASE ORDERS
 - A. A Purchase Order will be issued to the successful Bidder after formal acceptance of the bid is made by the City.
17. NEW MANUFACTURE
 - A. Unless otherwise specified in the Invitation to Bid, the items offered shall all be new and the latest model of manufacture.
18. SOURCE OF SUPPLY
 - A. If the Bidder is not a manufacturer, the source of supply must be shown and all sub-contractors must be identified.
19. PACKAGING
 - A. All items shall be delivered strongly packed and marked according to accepted commercial practice unless otherwise directed in the Specifications. No charge shall be made for containers and the City shall have no obligation to return containers unless otherwise provided by the Specifications or Special Provisions. Any items not received in good condition will be rejected.
20. INSPECTION OF GOODS
 - A. The City of South Bend reserves the right to inspect and have any goods tested after delivery for compliance with the specifications. Notice of latent defects, which would make the item

unfit for the purposes for which they are required, may be given at any time within one year after discovery of the defects.

- B. All items rejected must be removed immediately by the Contractor at the expense of the Contractor. If the Contractor fails or refuses to remove the rejected items, they may be sold by the City of South Bend.
- C. In some cases, at the discretion of the City, inspection of the commodities or equipment will be made at the factory, plant, or other establishment where they are produced before shipment.
- D. The above provision shall not be construed in limitations of any rights the City may have under any laws including the Uniform Commercial Code.

21. ASSIGNMENTS

- A. No person to whom a Contract has been awarded may assign his interest in the Contract without the consent, in writing, of the City.

22. CANCELLATION

- A. The City of South Bend reserves the right to cancel any Contract for failure or refusal of performance, fraud, deceit, misrepresentation, collusion, conspiracy, or any other misconduct on the part of the Contractor.

23. DEDUCTION OF DAMAGES

- A. If the City cancels the contract for any cause, it shall deduct from whatever is owed the Contractor on the Contract or any other Contract, any amount sufficient to compensate the City for any damages suffered by it because of the Contractor's wrongdoing.

24. METHOD OF INVOICING FOR PAYMENT

- A. Contractor shall bill the City of South Bend
 - 1. On regular invoice form giving a complete and detailed description of the goods delivered, including purchase order number.
 - 2. If the Contractor allows a discount, the period of time in which the City must make payment to qualify for the discounts shall be computed from the date the City received the invoice (completely filled out), or the date the goods are delivered and accepted, whichever may be later, and shall not be less than twenty (20) days.
 - 3. If more than one shipment is made under the Contract and on the same purchase order, the City will make partial payments on a basis that is agreeable to both parties.

25. OWNERSHIP OF GOODS

- A. The goods which are the subject of the Contract shall remain property of the Contractor until delivered to and accepted by the City of South Bend.

26. ESTIMATED QUANTITIES

- A. If the quantity set forth in the Notice to Bidders and Proposal is approximate and represents the estimated requirements of the City for a specified period of time, the unit price and the extended total price thereof shall be used only as a basis for the evaluation of bids. The actual quantities necessary may be more or less than the estimate, but the City shall neither be obligated nor limited to any specific amount. The City will, if at all possible, restrict increases to twenty percent (20%) of the estimated quantity and will, if at all possible, restrict decreases to twenty percent (20%) of the estimated quantity.

27. TERM "OR EQUAL"

- A. Where the term "OR EQUAL" is used in these Specifications, the Bidder deviating from specified item shall file with his/her bid a letter fully explaining and justifying his/her proposed article or equal. The City of South Bend shall be the sole judge in determining if the "OR EQUAL" offered meets the Specifications.

28. INDEMNIFICATION CLAUSE

- A. The Contractor agrees to indemnify, defend, and hold harmless the City of South Bend, its agents, officers, and employees from all costs, losses, claims and suits, including court costs, attorney fees, and other expenses, arising from or out of the negligent performance of this Contract by the Bidder or because or arising out of any defect in the goods, materials or equipment supplied by the Bidder.

NOTE: Incoming mail does not reach the Board of Public Works until after 9:30 a.m. If you are sending your bid via Federal Express or another overnight source, please confirm that your package will arrive before the bid opening time and date.