

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

September 24, 2024

Mr. Patrick Flaherty
High Star Traffic
1810 W. Pacific Ave.
Knox, IN 46534
estimating@highstartraffic.com

RE: Quotation Award – 2024 Thermoplastic Striping – Project No. 124-025

Dear Mr. Flaherty:

At its September 24, 2024 meeting, the Board of Public Works awarded the above referenced quotation to The Air Marking Company in the amount of \$12,390.

We thank you for quoting and hope you will quote with us again in the future.

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

Sincerely,

/s/ Theresa Heffner

Theresa Heffner, Clerk

Enclosures
TH/hh



INTER-OFFICE MEMORANDUM
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

TO: Theresa Heffner, Clerk
Board of Public Works

FROM: Lidya Abreha
Project Engineer, Division of Engineering

SUBJECT: Award: 124-025 2024 Thermoplastic Striping

DATE: September 24th, 2024

On September 24th, 2024, the Board of Public Works opened and read bids for the above project. Two quotes were received from Air Making Co. and High Star Traffic.

	<u>Air Marking Co.</u>	<u>High Star Traffic</u>
Total Base Quote	\$12,390.00	\$14,811.90

This project has been deemed non-goal eligible with respect to MWBE subcontracting following review by the Office of Diversity and Inclusion, the Legal Department, and Engineering. The project cannot reasonably be subdivided as required by the Minority and Women Business Enterprise Inclusion Program Plan §8.B.2:

§8.B.2 Non-Goal-Eligible Contracts

If a contract is not goal-eligible, either because it is not able to be subdivided into commercially useful functions or because it does not contain any work described in the NAICS Codes in Attachment A, the Program Administrator will not set goals for that contract.

For this project the dollar amount is less than \$50,000 and therefore not goal-eligible. Engineering recommends award of the **base quote** to the lowest responsive and responsible bidder, Air Marking Co, in the amount of \$12,390.00.

The Department of Public Works has appropriated sufficient funds from the Local Road & Street fund (Funding #251-423002 & 251-431000; PR-34249)

Please respond with any questions (EXT 5961).
Enc. Quote Tabulation



QUOTE TABULATION
124-025 2024 Thermoplastic Striping

Roundabout at the intersection of Portage Ave & Lathrop St and at the intersection of Portage Ave & Boland Dr				High Star Traffic		Airmarking Co.	
Item No.	Line Item	Quantity	Unit	Unit Price	Cost	Unit Price	Cost
1	TRAFFIC CONTROL	1	LS	\$5,500.00	\$5,500.00	\$4,500.00	\$4,500.00
2	LINE, THERMOPLASTIC, SOLID, WHITE, 4IN	500	LFT	\$1.88	\$940.00	\$2.00	\$1,000.00
3	LINE, THERMOPLASTIC, SOLID, YELLOW, 4IN	800	LFT	\$1.88	\$1,504.00	\$2.00	\$1,600.00
4	LINE, THERMOPLASTIC, DOTTED, WHITE, 8 IN	360	LFT	\$6.89	\$2,480.40	\$4.00	\$1,440.00
5	PAVEMENT MESSAGE MARKINGS, THERMOPLASTIC, LANE INDICATION ARROW	8	EACH	\$204.00	\$1,632.00	\$200.00	\$1,600.00
6	TRANSVERSE MARKINGS, THERMOPLASTIC, YIELD LINE CHEVRON	150	LFT	\$18.37	\$2,755.50	\$15.00	\$2,250.00
Total				\$14,811.90		\$12,390.00	

Non-Collusion Affidavit	Y	Y
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I hereby certify that the above truly and accurately represents quotes received for this project on September 24th, 2024

Lidya Abreha

Lidya Abreha, Project Engineer

QUOTE TABULATION
124-025 2024 Thermoplastic Striping

**CITY OF SOUTH BEND, INDIANA
CONTRACTOR'S QUOTE FOR PUBLIC WORK**



PROJECT NAME: Thermoplastic Striping
PROJECT NO. 124-025
QUOTES DUE September 24th, 2024 at 9:00am South Bend Time – submit electronic quotes to bpwbids@southbendin.gov

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

Date: 09/20/2024 Firm: Traffic Control Specialists, LLC DBA High Star Traffic
Address: 1810 W. Pacific Ave.
City/State/Zip: Knox, IN 46534 Telephone Number: (574) 772- 7001
Email Address: estimating@highstarttraffic.com

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:

Thermoplastic Striping

the City of South Bend, Indiana, in accordance with plans and specifications prepared by:

The City of South Bend, Department of Public Works

and dated 09/20/2024 for the sum of (enter the Total Quote as shown on the Proposal)

Fourteen thousand, eight hundred, eleven dollar and ninety cents (\$ 14,811.90)
(Enter Sum of Total Quote plus Alternates shown on Proposal) (Numerical)

If alternative quotes 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 City of South Bend. If the quote is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

By Patrick Flaherty _____
(Signature)
Patrick Flaherty
(Printed Name of Person Signing)

ACCEPTANCE

The above quote is accepted this _____ day of _____ 20 _____

Subject to the following conditions: _____

BOARD OF PUBLIC WORKS

President

Members



QUOTE/PROPOSAL CITY OF SOUTH BEND

PROJECT NAME Thermoplastic Striping

PROJECT NO. 124-025

QUOTES DUE September 24th, 2024 at 9:00am South Bend Time – submit electronic quotes to bpwbids@southbendin.gov

Roundabout at the intersection of Portage Ave (i) & Lathrop St and at the intersection of Portage Ave & Boland Dr (ii)

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	500	LFT	\$1.88	\$ 940.00
2	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	800	LFT	\$1.88	\$ 1,504.00
3	LINE, THERMOPLASTIC, DOTTED, WHITE, 8 IN	360	LFT	\$6.89	\$ 2,480.40
4	TRANSVERSE MARKINGS, THERMOPLASTIC, YIELD LINE CHEVRON	150	LFT	\$18.37	\$ 2,755.50
5	PAVEMENT MESSAGE MARKINGS, THERMOPLASTIC, LANE INDICATION ARROW	8	EACH	\$204.00	\$ 1,632.00
6	TRAFFIC CONTROL	1	LSUM	\$5,500.00	\$ 5,500.00
Total Amount of Quote					\$ 14,811.90

Firm: Traffic Control Specialists, LLC DBA High Star Traffic

Address: 1810 W Pacific Ave

City/State/Zip: Knox, IN 46534 Telephone Number: (574) 772-7001

Fax Number: (574) 772-7002

By *Patrick Flaherty*
(Signature)

Patrick Flaherty
(Printed Name of Person Signing)



SCOPE OF WORK CITY OF SOUTH BEND

PROJECT NAME: Thermoplastic Striping
PROJECT NO. 124-025
QUOTES DUE September 24th, 2024 at 9:00am South Bend Time – submit electronic quotes to bpwbids@southbendin.gov

I. PROJECT DESCRIPTION

1. The project includes the furnishing of all equipment, material, insurance, and labor for **thermoplastic striping of center lines, lane lines, lane indication arrows and yield lines for roundabouts located at the intersection of Portage Ave & Lathrop St (i) and at the intersection of Portage Ave & Boland Dr (ii)** within the City of South Bend, IN.

II. PREVAILING SPECIFICATIONS AND CONSTRUCTION STANDARDS AND SPECIFICATIONS

- A. The City of South Bend's **PREVAILING SPECIFICATIONS**, most recent version, and **CONSTRUCTION STANDARDS AND SPECIFICATIONS**, most recent version, are to be used on this project.
- B. Each Quote provider is specifically instructed to become completely familiar with the most recent version of the **PREVAILING SPECIFICATIONS** and the **CONSTRUCTION STANDARDS AND SPECIFICATIONS** prior to submitting a quote.
- C. Wherever the **PREVAILING SPECIFICATIONS** refer to "State Specifications," it shall mean the 2024 INDOT Standard Specifications for the letting effective after September 1, 2023.
- D. 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**.
- E. In the event of conflict between the **SPECIAL PROVISIONS** and the **PREVAILING SPECIFICATIONS**, the **SPECIAL PROVISIONS** will govern.

III. TERM "OR EQUAL"

- A. Prevailing Specifications: None
- B. Additions

1. Where the term "or equal" is used in these specifications, the Quote provider deviating from specified item shall file with his/her/its Quote a letter fully explaining and justifying his/her/its proposed article or equal. The City of South Bend shall be the sole judge in determining if the "or equal" offered meets the specification.

IV. TAX EXEMPT

- A. Prevailing Specifications: None
- B. Additions

1. Materials and properties purchased under contract with the Owner that becomes a permanent part of the structure or facilities constructed are not subject to the Indiana Gross Retail Tax (Sales Tax). The exemption number will be furnished to the Contractor upon award.

V. INDEMNIFICATION

- A. Prevailing Specifications: None
- B. Additions

1. 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 Contractor, or because of arising out of any defect in the goods, materials or equipment supplied by the Quote provider.

VI. INSURANCE

- A. Prevailing Specifications: 2024, INDOT Standard Specifications Section 103
- B. Additions:

1. All Contractors and subcontractors doing business with the City of South Bend shall present a Certificate of Insurance showing coverage in the following minimum amount:
 - a. General Liability: Premises-Completed Operations or Products, Bodily Injury and Property Damage Combined Single Limit - \$5,000,000.
 - b. There shall be no exclusion for explosion, collapse or underground hazard.
 - c. Workmen's Compensation: Statutory State of Indiana Employer's Liability - \$100,000.
 - d. Auto Liability: Bodily Injury and Property Damage Combined Single limit - \$1,000,000.
 - e. The City of South Bend shall be named as additional insured on the Certificate of Insurance.

VII. AWARD OF CONTRACT

- A. Prevailing Specifications: 2024, INDOT Standard Specifications Section 103

VIII. CONTROL OF WORK

- A. Prevailing Specifications: 2024, 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.
2. Construction Engineering - The Contractor shall provide all the necessary, qualified personnel, equipment and supplies to perform all work required under this item. There will be no direct payment for this item.
3. The contractor is responsible for maintaining the site which includes but is not limited to; dust control, site security, erosion control, and protecting adjacent properties.
4. Work hours for the Project shall be from 7:00 a.m. through 6:00 p.m., Monday through Friday. No work shall be permitted on weekends, Holidays, or after hours unless approved by the City of South Bend Department of Public Works.

IX. LEGAL RELATIONS

- A. Prevailing Specifications: 2024, INDOT Standard Specifications Section 107
- B. Additions:

1. The Owner, where mentioned in these documents, is the City of South Bend. The Engineer, where mentioned in these documents, is **City of South Bend Department of Public Works Division of Engineering**.
2. The Contractor shall apply for and obtain any and all required permits for the work from local, state, and federal agencies and shall comply with permit requirements, including the St. Joseph County / City of South Bend Building Department.
3. If the Contractor awarded this contract is not a resident of Indiana, within thirty days, the Contractor shall provide the Owner with proof that the Contractor is duly licensed, qualified and registered with the Secretary of State of Indiana to engage in business within the State of Indiana.
4. The Contractor shall comply with all provisions of Indiana Code 5-16-13, as amended. The Owner reserves the right to immediately terminate the public work project awarded should the Contractor be found to be in violation of any provision of Indiana Code 5-16-13 and such violation shall result in the forfeiture of Contractor's performance bond to the Owner.

X. PROSECUTION AND PROGRESS

- A. Prevailing Specifications: 2024, INDOT Standard Specifications Sec. 108
- B. Additions:

1. The project will have a completion date of **45 days after Notice to Proceed**. The contract time will start when the Notice to Proceed is delivered and signed.
2. The City, Engineer, and Contractor will hold a pre-construction meeting following award of the contract. The date of the Notice to Proceed will be agreed at that meeting.
3. Contractor shall provide a schedule to the Owner prior to beginning any work on the site.
4. The Contractor shall utilize the City of South Bend selected project management software for reporting of all activities related to the contracted work.

XI. CHANGE OF CONTRACT TIME

- A. Prevailing Specifications: 2024, INDOT Standard Specifications Section 108
- B. Additions

1. The Contract Time may only be changed by Change Order. Any Claim for an extension in the Contract Time shall be based on written notice delivered to the Department of Public Works within seven (7) calendar days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within fourteen (14) calendar days after such occurrence unless an official of the Public Works Department allows an additional period of time to ascertain more accurate data. The Contract Time will be extended in an amount equal to time lost to delays beyond the control of the Contractor if a claim is made in accordance with this provision. Such delays shall include acts of neglect by the Public Works employees, or to fires, flood, labor disputes, epidemics, abnormal weather conditions, governmental procedures, or acts of God.
2. Unless otherwise provided, the Contract time is based upon normal weather conditions. An extension is granted for weather conditions significantly more severe than normal if the Contractor demonstrates to the satisfaction of the City that the delay in the progress of the work was due to such weather. The basis to define normal weather will be the data compiled by the United States Department of Commerce, National Oceanic and Atmospheric Administration (NOAA).
3. No extension of time will be granted if the Contractor, by his/her/its own action or inaction, including fault or negligence of Contractor's subcontractors, caused the delay, or for which any remedies are provided under any other provision of this agreement.
4. The grant of an extension of time under this Section in no way constitutes a waiver by the City of any rights or remedies existing under this contract at law or in equity.

XII. DEFAULT AND TERMINATION

- A. Prevailing Specifications: 2024, INDOT Standard Specifications Section 108
- B. Additions:

1. Events of Default shall include Contractor's failure to perform any of its obligations under this contract including failure to commence work at the time specified, failure to perform the work in accordance with these specifications, unauthorized discontinuation of the work, failure to carry out the work in a manner acceptable to the City, failure to observe Federal, State, or local laws or regulations, and failure to comply with any other term of this contract.
2. If an Event of Default occurs, the City shall provide Contractor written notice and may permit Contractor ten (10) calendar days after the date of the notice to cure the default. If the default is not cured within the ten (10) day cure period, the City may at any time thereafter terminate this contract in which case the termination shall be final and effective.
3. Upon an Event of Default, the City may invoke the following remedies in addition to those remedies provided under separate provisions of this contract, the right of set-off against any payments due or to become due to the Contractor against the retainage, the right to take over and complete the Work. If the City notifies Contractor that City is invoking its right to complete the Work, all rights that the Contractor has in order under Contractor's subcontracts are assigned to the City, subject to the City's right to take assignment of all or only selected subcontracts at the City's discretion. The sole obligation accepted by the City under such subcontracts is to pay for Work satisfactorily performed after the date of the assignment. In the event a conditional assignment has not been executed, the

Contractor shall execute or cause to be executed any assignment, agreement, or other document that may be necessary in the sole opinion of legal counsel to the City's Board of Public Works to evidence compliance with this provision. The Contractor shall promptly deliver such documents upon the City's request. In the case of such assignment, unless otherwise agreed in writing, The Contractor remains liability to subcontractors for any payment already involved, and for any claim, suit or cause of action based upon or resulting from any error, omission, negligence or other breach of contract by the Contractor, its officers, employees, or agents arising prior to the date of assignment to the City.

XIII. LIQUIDATED DAMAGES

- A. Prevailing Specifications: 2024, INDOT Standard Specifications Section 108
- B. Additions:

1. The contractor shall proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work, and excludes the time for unavoidable delays which were beyond the control and without the fault of the Contractor.
2. If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages a sum of five hundred dollars (\$500.00) for each calendar day that the Contractor shall remain in default after the time of completion stipulated in the Contract Documents.
3. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner and Engineer/Architect.
 - a. To any preference, priority, or allocation order duly issued by the Owner.
 - b. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of public enemy, acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

XIV. RETAINAGE AND FINAL PAYMENT

- A. Prevailing Specifications: 2024, INDOT Standard Specifications Section 109
- B. Additions:

1. Payments will be made every thirty (30) calendar days
2. Consistent with provisions of IC 36-1-12-14, the Board of Public Works shall retain a percentage of payments throughout the duration of the project.
3. Before final payment and retainage are released the Contractor must satisfy the following:
 - a. All parts and labor meet requirements stated in the specifications.
 - b. Provide copies of test reports or cut sheets on all materials supplied.
 - c. Provide As-Built drawings in accordance with the City of South Bend Prevailing Specifications for Public Works.
 - d. One (1) copy of the City of South Bend Completion Affidavit and one (1) copy of a Final Waiver of Lien.

XV. WARRANTY

- A. Prevailing Specifications: None
- B. Additions

1. All Parts shall include the following:

- a. Performance specifications
- b. Bill of Materials
- c. Warranties on all parts
- d. Installation and safety requirements

XVI. OTHER UTILITIES

- A. Prevailing Specifications: None
- B. Additions:

- 1. The Contractor shall verify the locations of all utilities by contacting Indiana811 by calling 811 (in Indiana) or 1-800-382-5544 (outside of Indiana), or via www.indiana811.org, at least two (2) working days, not counting Saturdays, Sundays or federal and state holidays before proceeding with construction. It shall also be the Contractor's responsibility to contact any other utility that is not contacted by Indiana811 and verify the utility locations.
- 2. The Contractor shall be responsible for working with the other utilities, i.e., gas electric, telephone, etc. in order to assure that all utilities that need to be replaced or relocated can be done with a minimum disturbance to service. The Contractor shall also be responsible for coordinating schedules with the various utilities such that they can proceed with their relocation work as efficiently as possible.
- 3. If the odor of natural gas is detected in a work area at any time during the course of work, the Contractor shall immediately notify NIPSCO at 1-800-634-3524. The Contractor shall also immediately notify the residents of adjacent properties. The Contractor shall advise the residents to evacuate their homes immediately if the odor is present within the dwelling.
- 4. Restoration of sprinkler systems damaged by the Contractor's operations shall be repaired by the Contractor at no additional cost to the City or the Owner of the system.

XVII. MAINTENANCE OF TRAFFIC

- A. Prevailing Specifications: 2024, INDOT Standard Specifications Sections 105 & 801
- B. Additions:

- 1. Maintenance of traffic during construction shall conform to the "Indiana Manual on Uniform Traffic Control Devices" and the City of South Bend Design and Construction Standards.
- 2. The attached "Traffic Closure Request" form is to be used for any lane restrictions or closures and required to be filled out and sent to the Department of Public Works
- 3. The Contractor shall arrange and prosecute the work specified for this contract in such a manner that traffic on existing streets is unrestricted throughout the Project. The Engineer shall approve the method of traffic control. No construction equipment, vehicles, materials, supplies or temporary facilities shall be left unattended in the right-of-way of any street or left parked overnight without proper marking and lighting.
- 4. After the award of the contract and before beginning the work, the Contractor shall submit his/her/its proposed schedule of operations for the review of the Engineer. The schedule of operations as reviewed by the Engineer shall be maintained at all times.

XVIII. DESCRIPTION OF WORK

- A. Prevailing Specifications: None
- B. Additions

- 1. Work to be performed shall include furnishing all labor, services, materials, insurance, and equipment to **complete the items listed below, NOT including cross walks and stop bars at the following locations** within the City of South Bend.:
 - (i) Thermoplastic striping - Roundabout at the intersection of Portage Ave & Lathrop St.
Includes center lines, lane lines, lane indication arrows and yield lines.
 - (ii) Thermoplastic striping - Roundabout at the intersection of Portage Ave & Boland Dr.
Includes center lines, lane lines, lane indication arrows and yield lines.

2. The Contractor shall preserve and protect all surrounding property, structures, tenants, visitors and their property from damage caused by the Contractor's operations.

XIX. PLANS

- A. Prevailing Specifications: City of South Bend CONSTRUCTION STANDARDS AND SPECIFICATIONS
- B. Additions:
 1. Plan consists of three (3) sheets.
 2. The work shall conform to the plans.
 3. The drawings are schematic in nature.
 4. The CONTRACTOR is responsible for estimating dimensions and quantities of materials.
 5. In the event that the Special Provisions and the Plans conflict, the Special Provisions shall govern.

XX. PAVEMENT TRAFFIC MARKINGS

- A. Prevailing Specifications: 2024 INDOT Standard Specifications Section: 808
- C. Additions:
 1. Work to be performed shall include all labor, services, materials, insurance and equipment to apply pavement markings as shown in the plans.
 2. All pavement markings on asphalt shall be thermoplastic and all markings on concrete shall be multi-component (epoxy). All pavement markings shall be in accordance with INDOT Standard Specifications Section 808.
 3. The material shall be warranted to retain its color and adherence to the pavement for 180 days from substantial completion.
 4. All pavement markings shall be in accordance with the Indiana MUTCD.
 5. Thermoplastic markings shall be applied in molten form by conventional extrusion when the pavement and ambient air temperatures are minimum of 50 degrees Fahrenheit and rising, or by ribbon type extrusion or spray when the pavement and ambient air temperatures are a minimum of 50 degrees Fahrenheit and rising. Heat bonded preformed thermoplastic may be used for transverse or message markings
 6. Measurement and Payment
 - a. Payment for all costs of installing pavement markings, including the cost of all materials, equipment, tools, labor, transportation, operations, and all other incidentals, shall be paid for on a linear foot or each basis under the pay items:

LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT
LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT
LINE, THERMOPLASTIC, DOTTED , WHITE, 8 IN	LFT
TRANSVERSE MARKINGS, THERMOPLASTIC, YIELD LINE CHEVRON	LFT
PAVEMENT MESSAGE MARKINGS, THERMOPLASTIC, LANE INDICATION ARROW.....	EACH
TRAFFIC CONTROL	LSUM

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:
Starke 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, firms, 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 will consider the Contractor's good faith efforts to obtain participation by those subcontractors 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.

Contractors seeking the award of a City contract cannot be required to award a subcontract to an MWBE; however, they may not unlawfully discriminate against said MBE/WBE. A finding of noncompliance or a discriminatory practice shall prohibit that Contractor 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 to 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 20th day of Sept., 2024



Traffic Control Specialists, LLC DBA High Star Traffic
Contractor/Bidder (Firm)

Patrick Flaherty

Signature of Contractor/Bidder or Its Agent

Patrick Flaherty

Printed Name and Title

Subscribed and sworn to before me this 20th day of September, 2024

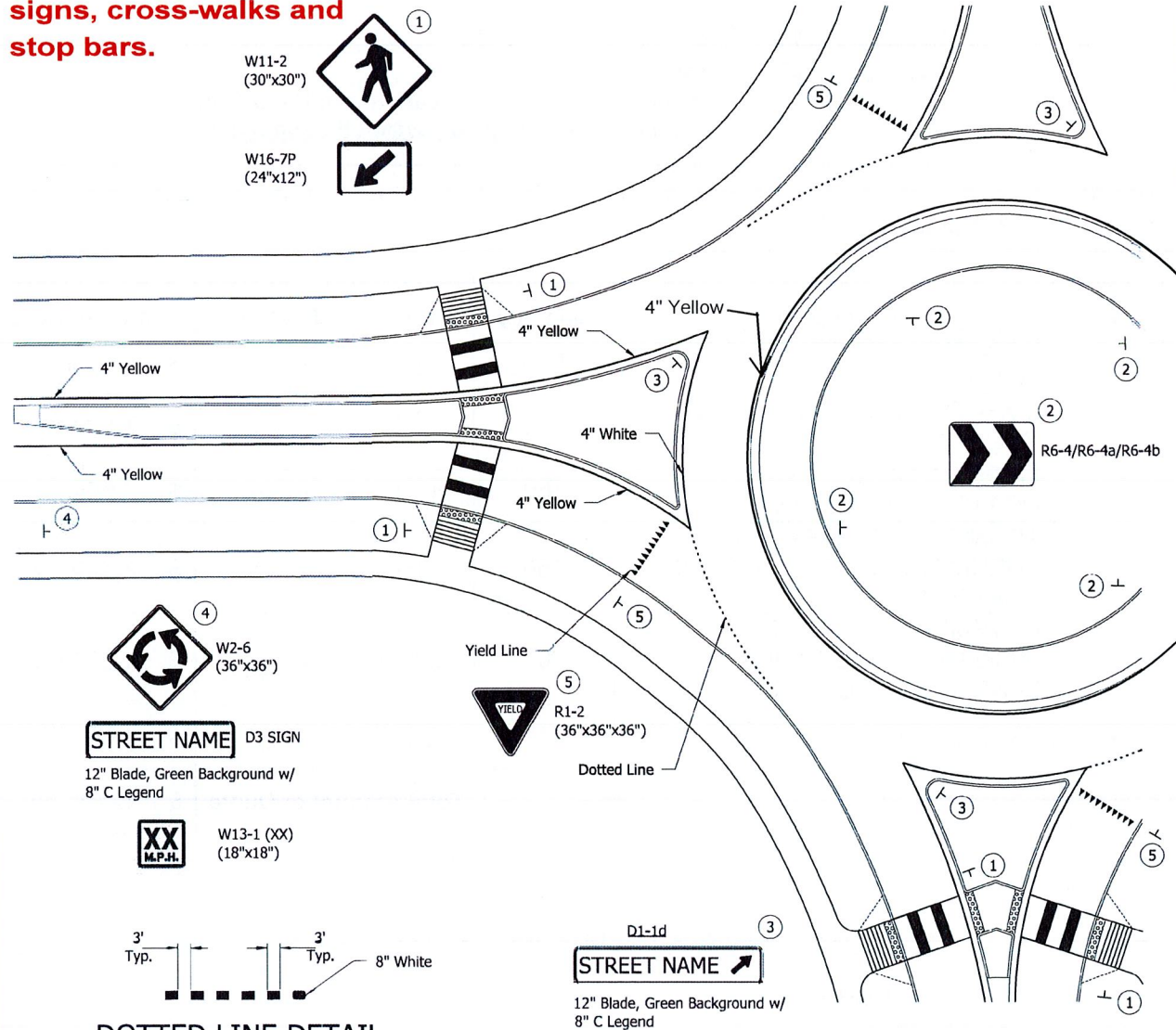
My Commission Expires 03/07/2026

Pamela McDonald
Notary Public

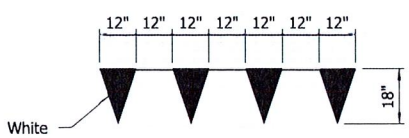
County of Residence Starke County

SECTION 6 - TRAFFIC AND LIGHTING

The quote is for striping,
it does NOT include
signs, cross-walks and
stop bars.



DOTTED LINE DETAIL



YIELD LINE DETAIL

- NOTES:**
1. See Standard Drawing 2-37, 2-38, 2-39, 2-40, 2-41 for Curb Ramp details.
 2. See Standard Drawing 6-11 for Crosswalk Markings details.

REF STD SPEC SEC 6-5

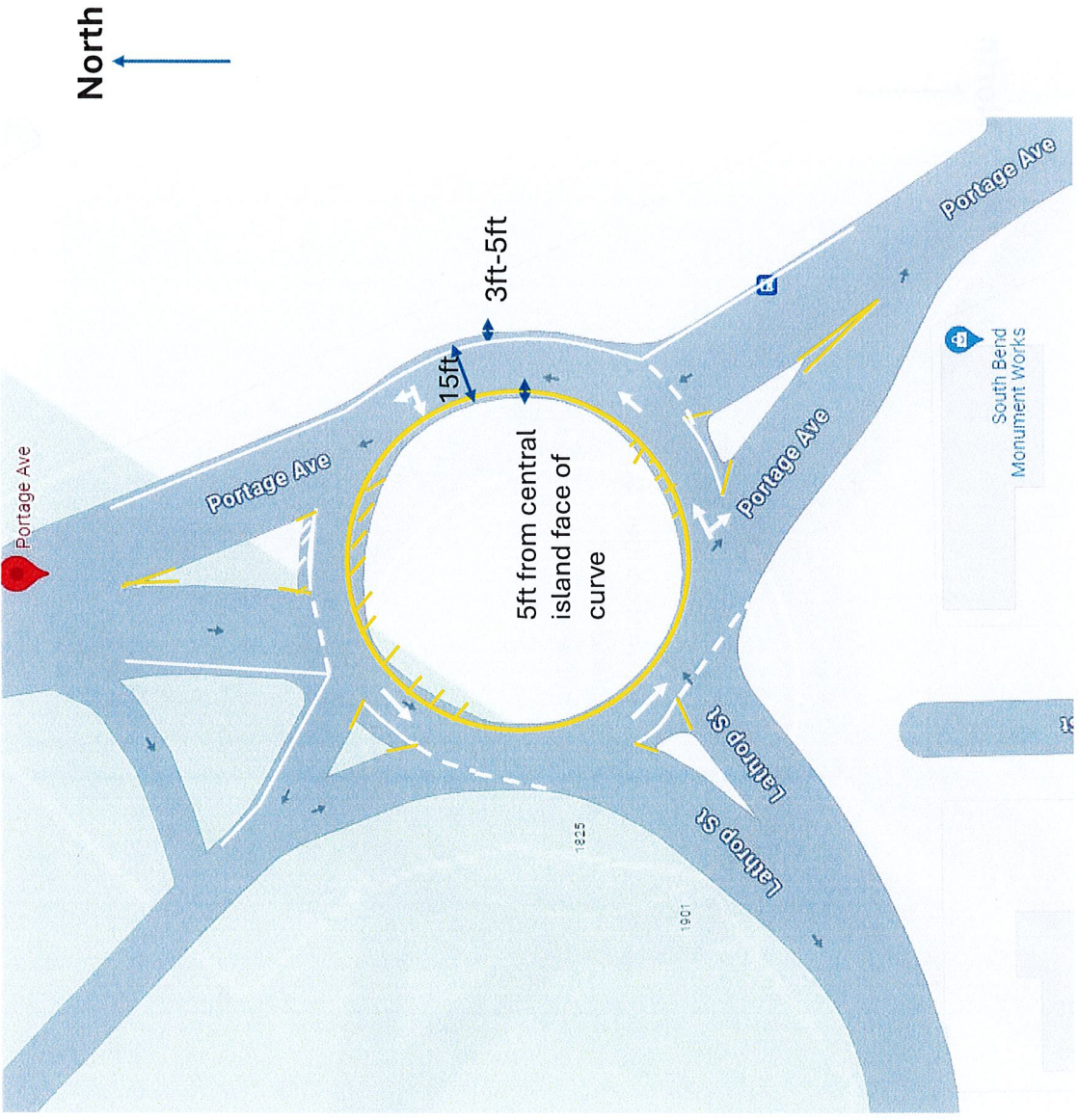
KARA M. BOYLES
REGISTERED
No. PE10809510
STATE OF INDIANA
PROFESSIONAL ENGINEER

Kara M. Boyles 6/26/18
Kara M. Boyles, Ph.D., P.E. Date

APPROVED/REVISED BY THE BOARD OF PUBLIC WORKS EFFECTIVE DATE: June 26, 2018		
Item	Revision	Approved Date



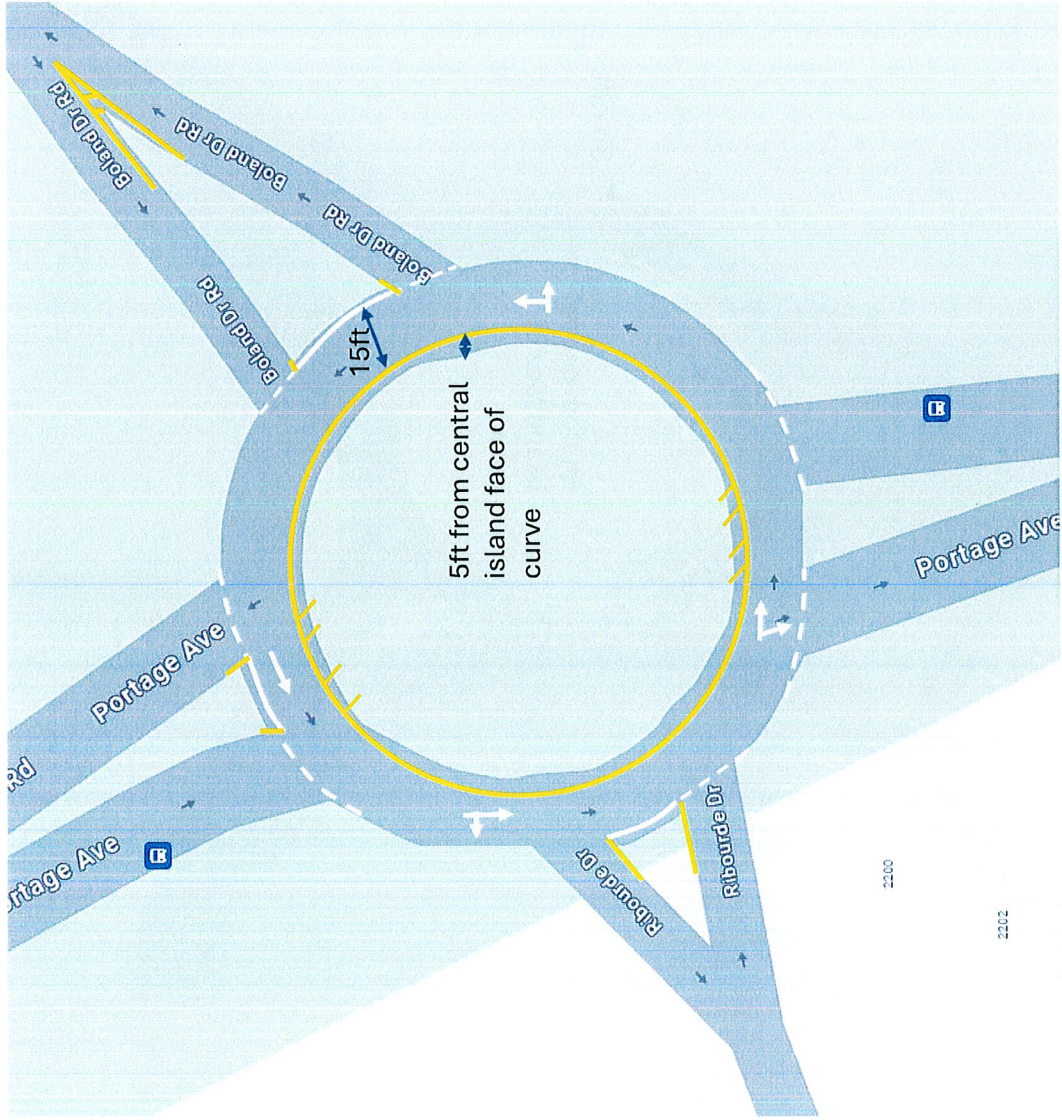
CITY OF SOUTH BEND
STANDARDS FOR DESIGN
AND CONSTRUCTION



North

! NOT to scale

North



! NOT to scale