

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

Project Name 2026 Street & Sewer Material Bid

Project No. 126-015

For Bids Due April 14, 2026, 9:00 a.m., Local Time

**PART I**

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

Date: April 3, 2026 Bidder (Firm): Ozinga Ready Mix

Address: 715 W Ireland Rd

City/State/Zip: South Bend, IN 46614 Telephone Number: (574 ) 361-0522

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:

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

and dated \_\_\_\_\_ for the sum of (enter the Total Bid as shown on the Proposal)  
Per Attached (\$ N/A )  
(Enter sum of Division shown on Proposal) (Numerical)

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page. If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the City of South Bend. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

By Beth Birkholz-Oldfather  
(Signature)  
Beth Birkholz-Oldfather  
(Printed Name of Person Signing)

**ACCEPTANCE**

The above bid is accepted this 9th day of April 20 26

Subject to the following conditions: \_\_\_\_\_

**BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
Elizabeth A. Maradik, President

\_\_\_\_\_  
Joseph R. Molnar, Vice President

\_\_\_\_\_  
Murray L. Miller, Member

\_\_\_\_\_  
Breana N. Micou, Member

\_\_\_\_\_  
Abigail E. Magas, Member

\_\_\_\_\_  
Attest: Hillary R. Horvath, Clerk

## **PART II**

(For projects of \$100,000 or more – IC 36-1-12-4)

These statements to be submitted under oath by each bidder with and as part of his/her/its bid.

Attach additional pages for each section as needed.

### **SECTION I EXPERIENCE QUESTIONNAIRE**

1. Attach information regarding projects your organization has completed for the period of one (1) year prior to the date of the current bid.
2. Attach a listing of public works projects currently in process of construction by your organization.
3. Attach information regarding any failure to complete any work awarded to you and the location thereof.
4. Attach references from private firms for which you have performed work.

### **SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE**

1. Attach an explanation of your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the City of South Bend to consider your bid.)
2. Attach a listing of the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.
3. If you intend to sublet any portion of the work, attach the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the City of South Bend in the event that you subsequently determine that you will use a subcontractor on the proposed project.
4. Attach a listing of equipment you have available to use for the proposed project.
5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, attach an explanation for the rationale used which would corroborate the prices listed.

### **SECTION III CONTRACTOR'S FINANCIAL STATEMENT**

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the City of South Bend awarding the contract must be specific enough in detail so that said City of South Bend can make a proper determination of the bidder's capability for completing the project if awarded.

*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)

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

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

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

Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

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

6. Persons, 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 contract or employment, or any matter directly or indirectly related to contracting or employment because of race, sex, religion, color, national origin, ancestry, gender expression, gender identity, sexual orientation, or due to age 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. On goal-eligible contracts, Contractors are required to either meet both MBE and WBE utilization goals or demonstrate that the Contractor has made good faith efforts to obtain participation from MBE and WBE subcontractors. 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 April day of 7<sup>th</sup>, 2026

Ozinga Ready Mix  
Contractor/Bidder (Firm)

Beth Birkholz-Oldfather  
Signature of Contractor/Bidder or Its Agent

Beth Birkholz-Oldfather  
Printed Name and Title

Subscribed and sworn to before me this 7<sup>th</sup> day of April, 2026

My Commission Expires 9/27/33

Denise L Sieber  
Notary Public

County of Residence Marshall





**BID/PROPOSAL  
CITY OF SOUTH BEND**

**Project Name:** 2026 Street & Sewer Material Bid  
**Project Number:** 126-015  
**For Bids Due:** April 14, 2026, 9:00 a.m., Local Time  
**Contractor Name:** Ozinga Ready Mix

**This bid will be awarded to the lowest responsible bidder for each line item or Division, dependent on the needs of the City of South Bend. The Contractor does not need to supply unit prices for all items in each Division to be eligible for award.**

**DIVISION A - PCC MATERIALS**

<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>
A-1	Class A Concrete	2500	CY	\$ 170.00
A-2	Class A High Early	800	CY	\$ 174.00
A-3	7 Bag Mix	600	CY	\$ 184.00
A-4	High Early Concrete w/ Integral Color - Black	650	CY	\$ 244.00
A-5	Flowable Fill, Removable	350	CY	\$ 125.00
A-6	Non-Chloride Accelerator added to concrete – 0.5%	325	EA CY	\$ 3.75
A-7	Non-Chloride Accelerator added to concrete – 1%	1000	EA CY	\$ 7.50
A-8	Non-Chloride Accelerator added to concrete – 2%	2100	EA CY	\$ 15.00



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**Contractor Name:** Ozinga Ready Mix

**DIVISION B - AGGREGATE MATERIALS**

<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>
B-1	No. 23 Sand	5000	TON	\$
B-2	No. 53 Gravel	1000	TON	\$
B-3	No. 53 Recycled Concrete	7500	TON	\$
B-4	No. 53 Slag	1000	TON	\$
B-5	Topsoil	700	TON	\$
B-6	No. 11 Slag Chip Stone	1000	TON	\$

**DIVISION C - SEWER MATERIALS - CASTINGS**

<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>
C-1	Manhole Cover and Frame: EJ 1040A, Neenah R-1642, or approved equal (Circle One)	100	EA	\$
C-2	Catch Basin Cover & Frame: EJ 1020-M1, Neenah R-1646, or approved equal (Circle One)	100	EA	\$



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CITY OF SOUTH BEND**

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**Contractor Name:** Ozinga Ready Mix

**DIVISION D - SEWER MATERIALS**

<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>
D-1	MH Riser 20 3/4" D – 1"R – 7/8"L	40	EA	\$
D-2	MH Riser 20 3/4" D – 1 1/2"R – 7/8"L	40	EA	\$
D-3	MH Riser 20 3/4" D – 2"R – 7/8"L	20	EA	\$
D-4	MH Riser 20 3/4" D – 2 1/2"R – 7/8"L	10	EA	\$
D-5	MH Riser 21 3/4" D – 1"R – 1 3/8"L	20	EA	\$
D-6	MH Riser 21 3/4" D – 1 1/2"R – 1 3/8"L	30	EA	\$
D-7	MH Riser 21 3/4" D – 2"R – 1 3/8"L	30	EA	\$
D-8	MH Riser 22 1/8" D – 2"R – 1 1/4"L	20	EA	\$
D-9	MH Riser 22 1/8" D – 3"R – 1 1/4"L	20	EA	\$
D-10	MH Riser 22 1/4" D – 1"R – 1 1/2"L	30	EA	\$
D-11	MH Riser 22 1/4" D – 1 1/2"R – 1 1/2"L	30	EA	\$



**CITY OF SOUTH BEND, INDIANA**  
**CONTRACTOR'S BID FOR PUBLIC WORK**  
**CHECKLIST FOR BIDDERS**

Project Name 2026 Street & Sewer Material Bid

Project No. 126-015

For Bids Due April 14, 2026, 9:00 a.m., Local Time

From time to time the South Bend Board of Public Works finds it necessary to reject a bid because it does not comply with statutory requirements. In preparing your bid, please use the following checklist in order to make sure that your bid is done in the proper manner.

- N/A Proper bid security included. The bidder has the option of providing either a Certified Check or Bid Bond. **NOT REQUIRED**
- Bid prepared on the City of South Bend Contractor's Bid for Public Work Form, completely executed.
- Contractor's Non-Collusion and Non-Debarment Affidavit, Certification Regarding Investments with Iran, Employment Eligibility Verification, Non-Discrimination Commitment, and Certification of use of United States Steel Products or Foundry Products.
- N/A Proof of M/WBE Utilization Plans [MBE-1.0 and WBE-1.0]. Also provide Evidence of Good Faith Efforts Forms [MBE-2.0 and WBE-2.0] and M/WBE Contacted Forms [MBE-2.1 and WBE-2.1]. **NOT REQUIRED**
- Acknowledge Receipt of   0   Addendum(s) included with the bid.
- All required additional information is included with the bid.
- Proposal statements and other affidavits all signed by the proper party with name either printed or typed underneath signature.
- This checklist submitted with the Bid.

**This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.**

Bidder: Ozinga Ready Mix

Date: April 3, 2026

By Authorized Representative:

Signature: Beth Birkholz-Oldfather

Print Name & Title: Beth Birkholz-Oldfather

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

FOR

**2026 Street and Sewer Material Bid**

**Project No. 126-015**

March 2026

Prepared for

CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS

By

**Department of Public Works  
Division of Engineering**



**Leslie N. Biek**  
Registered Professional Engineer  
State of Indiana No. **11600392**

FOR BIDS DUE: 9:00 a.m., April 14, 2026

**City of South Bend, Indiana  
Department of Public Works**

**2026 Street and Sewer Material Bid  
Project No. 126-015**

Notice to Bidders	1 Page
General Conditions	4 Pages
Special Provisions	12 Pages
City of South Bend Contractor's Bid for Public Work Form	12 Pages

## NOTICE TO BIDDERS

Notice is hereby given that the City of South Bend, Indiana, Board of Public Works will receive sealed electronic bids at [bpwbids@southbendin.gov](mailto:bpwbids@southbendin.gov) until 9:00 a.m., Local Time, on April 14, 2025, for the following:

2026 Street and Sewer Material Bid  
**Project No. 126-015**

The Title of the Bid and Project Number (where applicable) as described above must be included in the subject line of the email to which you have attached your bid. The name of the company/vendor, address, contact email address and phone number must be included in the body of the email. Detailed instructions and information, **including the link to the Reserved Mailbox** for electronic bid submittals, is available at [southbendin.gov/bids](http://southbendin.gov/bids).

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 2026 and the first part of the year 2027.

The Contract Documents are on file and available for public inspection or purchase commencing on the first advertise date during regular working hours at American Reprographics Company ("ARC", located at 1303 Northside Blvd., South Bend, Indiana, 46615), [www.e-arc.com/location/south.bend/](http://www.e-arc.com/location/south.bend/) (574) 287-2944, toll free at (800) 783-7231. There will be a non-refundable charge for reproduction as set by ARC for every set of documents for all bidders. Additionally, the Contract Documents will be available that same day for inspection at MACIAF, 212 W. Colfax Ave. South Bend, IN 46601.

Electronic bids must be on the City of South Bend Contractor's Bid for Public Work Form

Each bidder or contractor (hereinafter the contractor) must comply with "City of South Bend EEO Contracting Provision Diversity Utilization" included in the specifications as to each construction trade it intends to use on this construction contract and all other construction work (both federal and non-federal) in the St. Joseph County area during the performance of this contract or subcontract. The contractor commits itself to the goals for minority manpower and all other requirements, terms and conditions of these bid conditions by submitting a properly sealed bid. Woman and Minority-Owned Business Enterprises (W/MBE) are encouraged to respond to this notification. It is the sole responsibility of the potential bidder to comply with all submission requirements applicable to the bidder in Section 6-63 of the Responsible Bidder Ordinance no later than the date of the public bid opening. **Please note: The City reserves the right to request supplemental information provided by the bidder, and may also conduct random inquiries of the bidder's current and previous customers regardless of pre-qualified status.**

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 interests of the City of South Bend. If the Board elects to award the base bid plus any alternate(s), the Board will look at the totality of the cost when determining the lowest, responsive and responsible bid.

**BOARD OF PUBLIC WORKS**  
Hillary Horvath, Clerk

Publish two (2) times:  
March 13, 2026  
March 20, 2026

**CITY OF SOUTH BEND**  
**STATEMENT OF POLICY**

The Board of Public Works of the City of South Bend has adopted the following policy regarding the receipt of sealed bids:

All sealed bids submitted to the Board of Public Works must be received in the Board of Public Works Office, 215 S. Dr. Martin Luther King Jr. Blvd, STE 400, South Bend, Indiana, no later than the advertised time on the advertised date of the bid opening.

It shall be the responsibility of the bidder to see that his/her bid is received prior to the deadline stipulated in the bid advertisement.

Bids submitted by mail and received after the advertised time deadline will not be considered by the Board.

CITY OF SOUTH BEND  
BOARD OF PUBLIC WORKS

Hillary Horvath, Clerk

**NOTE: Incoming mail does not reach the Board of Public Works until after 9:00 a.m. Local Time. If you are sending your bid via Federal Express or another overnight source, please confirm that your package will arrive before the bid opening date and time.**

## CITY OF SOUTH BEND

### EQUAL EMPLOYMENT OPPORTUNITY CONTRACTING PROVISIONS DIVERSITY UTILIZATION

It is the policy of the City of South Bend to provide equal employment and business opportunity for all persons, partnerships, companies, and corporations in accordance with the rules, regulations and guidelines of the applicable federal, state and local laws. This policy of equal employment and business opportunity shall apply to every contractor or subcontractor bidding or holding a public contract with the City of South Bend.

In furtherance of this policy, the following Equal Opportunity Clauses are hereby made a part of every construction contract entered into by the City of South Bend and all subcontractors entered into pursuant to any such contract and the bidder hereby certifies that it/he/she will abide by these provisions.

The contractor will not discriminate against any applicant or employee because of race, color, religion, sex, national origin, or handicap. The contractor will take affirmative action to ensure that all applicants or employees are treated fairly and equitably. Such action shall include but not be limited to the following: hiring, upgrading, demotion or transfer, recruitment, advertising, lay-offs or termination, rates of pay or other forms of compensation and selection for training including apprenticeship programs.

The contractor shall agree to post in conspicuous places available to employees and applicants, notices to be provided setting forth the provisions of the Non-Discrimination Clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The contractor will send to each labor union or representative of workers with which it/he/she has a bargaining agreement or other contract or understanding, a notice to be provided, advising the labor union or worker's representatives of the contractor's commitment under this section, and shall post copies of the notices in conspicuous places available to applicants and employees.

The contractor will comply with all provisions of Executive Order 11246 (as amended by 11375) and of the rules, regulations and relevant orders of the Department of Labor.

#### **Subpart B -- Contractors' Agreements**

Sec. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:"

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin."

"(3) The contractor will send to each labor union or representative of workers with which it/he/she has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules and regulations, and relevant orders of the Secretary of Labor."

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders."

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, in this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked\* as provided in Executive Order No 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law."

"(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate

in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

*\* Corrected to read "invoked". In the original text the word "involved" was printed in error.*

DEPARTMENT OF PUBLIC WORKS  
CITY OF SOUTH BEND, INDIANA

**SPECIAL PROVISIONS**

**2026 Street and Sewer Material Bid  
Project No. 126-015**

**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 2026 and the first part of the year 2027. All prices will remain in effect until April 27, 2027. **This bid will be awarded to the lowest responsible bidder for each line item or Division, dependent on the needs of the City of South Bend. The Contractor does not need to supply unit prices for all items in each Division to be eligible for award.** 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 for each line item or division.

**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 2026 INDOT Standard Specifications for the letting effective after September 1, 2025.

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. BIDDING REQUIREMENTS**

A. Prevailing Specifications: 2026, INDOT Standard Specifications Section 102

B. Additions:

1. Each Bid provider shall completely execute and submit the following documents with the Bid:

a. City of South Bend Contractor's Bid for Public Work Form

b. 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.

c. Responsible Bidder Checklist

**IV. TERM "OR EQUAL"**

A. Prevailing Specifications: None

B. Additions:

1. Where the term "or equal" is used in these specifications, the Bid provider 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 specification.

**V. 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.

**VI. 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 Bid provider.

**VII. AWARD OF CONTRACT**

A. Prevailing Specifications: 2026, INDOT Standard Specifications Section 103

B. Additions:

1. All Bids will remain subject to acceptance for sixty (60) calendar days after the day of the Bid opening, but the City of South Bend may, in its sole discretion, release any Bid and return the Bid security prior to that date.
2. Successful bidder from award notice will have fourteen (14) calendar days to submit a fully executed contract, Certificated of Insurance, and other require documents from either the awarded contactor and/or the subcontractors. Failure to comply within the award period may be cause for the Board of Public Works to rescind the award.

**VIII. CONTROL OF WORK**

A. Prevailing Specifications: 2026, 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.

**IX. LEGAL RELATIONS**

A. Prevailing Specifications: 2026, 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 the 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. DEFAULT AND TERMINATION**

A. Prevailing Specifications: 2026, 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.

## **XI. 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.

## **XII. DELIVERY**

A. Prevailing specifications: 2026, 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 Division A shall designate a representative and an alternate that shall be available for at least one (1) hour no later than Thursday 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. Quantities shall may be less than or greater than 5% of the agreed upon amounts. 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. Provide a substitute material equal to or greater than the prevailing specifications at a cost identical to the cost of original unit price. All substitute materials shall be approved by Engineering prior to delivery.
  - c. 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. 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.
  7. 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.
  8. 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.
  9. The City 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 defects.
  10. 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.

**XIII. RETAINAGE AND FINAL PAYMENT**

- A. Prevailing Specifications: 2026, 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.

**XIV. DIVISION A: PCC MATERIALS**

- A. Prevailing specifications: 2026, INDOT Standard Specification Section: 213, 502, 504, 506, 901, 904, 912, 913
- B. Additions:

1. Non-chloride accelerator shall be added to Class A Concrete or Class A High Early Concrete at the City's request.
  - a. Each unit of non-chloride accelerator shall correspond to the quantity of additive required to obtain the specified composition (0.5%, 1%, or 2%) per cubic yard of concrete.
  - b. The payment for adding the non-chloride accelerator will be made for each cubic yard of concrete with the additive ordered.
2. The requirements for 7 Bag PCC Material are as follows:
  - a. The fine aggregate shall be at least 35% but not more than 45% of the total weight of the aggregate in each cubic yard. Proportions will be based upon SSD aggregates.
  - b. The CMD shall produce workable concrete mixtures, with the minimum amount of water, having the following properties:

Minimum Portland cement content	658lbs/cu yd
Maximum water/cement ratio	0.45
Minimum Slump	2 in.
Air Content	6.5% +/- 1.5%
Minimum Flexural Strength, third point loading	300PSI @ 24hr
Minimum Flexural Strength, third point loading	500PSI @ 3 days

3. Delivery cost shall be included in the unit cost for each of the following line items within this Division: A-1, A-2, A-3, A-4, and A-5.

**XVI. DIVISION B: AGGREGATE MATERIALS**

- A. Prevailing specifications: 2026, 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. The Contractor shall submit for the Engineer's review a lab test certifying the pH of Topsoil prior to delivery. Topsoil shall have a pH range of 6.2 to 7.4. Testing for pH value shall be performed in accordance with AASHTO T 289. Agricultural limestone may be added to topsoil in order to raise the pH to meet specification requirements.
3. Topsoil furnished by the Contractor shall consist of a natural friable surface soil without admixtures of undesirable subsoil, refuse, or foreign materials. It shall be shredded and free from roots, hard clay, rocks larger than one inch (1") in any dimension, noxious weeds, tall grass, brush, sticks, stubble, or other litter, and shall have indicated by a healthy growth of grasses, trees, or other vegetation that is free-draining and non-toxic.
4. Topsoil shall not contain more than ten percent (10%) gravel by dry weight of total sample. For the purposes of this specification, gravel is defined per ASTM D422 modified to include only material passing one inch (1") and retained on the No. 4 sieve.
5. Delivery cost shall be included in the unit cost for each of the following line items within this Division: B-1, B-2, B-3, B-4, and B-6.

**XVII. DIVISION C: SEWER MATERIALS-CASTINGS**

- A. Prevailing specifications: 2026, INDOT Standard Specification Section: 908, 907, 910
- B. Additions:
  1. The manhole 1040A cover and frame shall be the following:
    - a. Cover: East Jordan Iron Works manhole cover 1040A, Neenah R-1642, 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 1045, Neenah R-1642, or approved equal.
  2. The catch basin cover and frame shall be the following:
    - a. Cover: East Jordan Iron Works catch basin cover (grate) 1020-M1, Neenah R-4370-17-D or approved equal
    - b. Frame: East Jordan Iron Works manhole frame 2996, Neenah R-1646 or approved equal

**XVIII. DIVISION D: SEWER MATERIALS - RISERS**

- A. Prevailing specifications: 2026, INDOT Standard Specification Section: 908, 907, 910
- B. Additions:
  1. Manhole risers shall conform to the following:
    - a. All risers shall include 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

**XIX. DIVISION E: TRAFFIC MATERIALS**

A. Prevailing specifications: 2026, INDOT Standard Specification Section: 808, 909, 921

B. Additions:

1. High Build Fast Dry Waterborne Traffic Paint:

- a. High Build Fast Dry Waterborne Traffic Paint must meet and exceed the chemical composition and performance requirements of Federal Specification TT-P-1952F Type III.

- b. High Build Fast Dry Waterborne Traffic Paint must be environmentally friendly 100% acrylic emulsion traffic paint containing less than 100 grams per liter volatile organic content (VOC).
  - c. High Build Fast Dry Waterborne Traffic Paint must meet or exceed TT-P-1952F 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 320 ft. of 4-inch line per gallon at 30 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 12 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.
  4. Paint shall be Ennis-Flint High Build Fast Dry Waterborne Traffic Paint or an approved equal. Specifications shall be submitted to both the Engineer and Manager of Traffic and Lighting for approval.

**XX. DIVISION F: SNOW REMOVAL MATERIALS**

- A. Prevailing specifications: 2026, INDOT Standard Specification Section: None
- B. Additions:
  1. Beet Juice Concentrate shall be K-Tech Specialty Coatings BEET HEET or an approved equal.
    - a. Beet Juice Concentrate shall be as follows:

Specific Gravity	1.31 +/- 0.015
Freeze Point	-23.8°F
Weight/Gallon lbs	10.75 +/- .10
Solids Content by Weight	51%
Non-Exothermic (NaCl, KCl) Chloride Content by Weight	6.4%
Exothermic (CaCl <sub>2</sub> , MgCl <sub>2</sub> ) Chloride Content by Weight	15.0%
Sugar Content by Weight	15.1%

- b. Delivery cost shall be included in the unit cost for the Beet Juice Concentrate.

**XXI. DIVISION G: STREET MATERIALS**

- A. Prevailing specifications: 2026, INDOT Standard Specification Section: 404, 406, 408
- B. Additions:

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

Saybolt-Furol Viscosity, 25°C, s	Max	100
	Min	54
Residue from Res. By Dist. %	Max	62
Portion, from Res. By Dist. ml Oil per 100g. Emul.,	Min	4
Demulsibility, %	Min	75
Sieve Test %	Max	0.1
Res. By Dist. Float Test		1200
Penetration		50-200
Solubility in Org. Solv., %	Min.	97.5
Ductility, 25°C, mm	Min	400

2. 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
Settlement, 5 days %	Max	5
Demulsibility, %	Min	50
Sieve Test %	Max	0.1
Penetration		100-200
Solubility in Org. Solv., %	Min	97.5
Ductility, 25°C, mm	Min	400

3. The requirements for Crack Sealant are as follows:

- a) Product must be a hot pour crack sealant.
- b) Product must meet ASTM D3405, ASTM D6690 (Type I, II, and III), and AASHTO M324 standards.

c) Product must in block form and be able to be placed/melted in an oil jacketed unit with agitator and temperature control device.

4. Delivery cost shall be included in the unit cost for each of the line items within this Division.