

CITY OF LEBANON, INDIANA ANNUAL SUPPLY BIDS

CALENDAR YEAR 2021

- 1. ASPHALT**
- 2. OIL, GREASE, & AUTOMOTIVE SUPPLY**
- 3. STONE & SAND**
- 4. CONCRETE**

**LEGAL ADVERTISEMENT
NOTICE TO BIDDERS**

Notice is hereby given that the City of Lebanon Indiana, by and through its Board of Public Works and Safety, will receive sealed bids at the Lebanon Municipal Building, 401 S. Meridian Street, Lebanon, Indiana, 46052 in the office of the Lebanon Clerk-Treasurer, Room 118 until **3:00 PM**, local time, on November 23, 2020. Bids will be publicly opened and read aloud during the Board of Public Works and Safety meeting at 5:30 local time, on November 23, 2020. Any bids received later than the above time and date will be returned unopened. No conditional bids will be considered. Separate sealed bids for the following supplies are requested:

1. ASPHALT
2. OIL, GREASE, & AUTOMOTIVE SUPPLY
3. STONE & SAND
4. CONCRETE

Specifications, Instructions to Bidders, and Bid Forms may be obtained through an online plan room at the following location: <https://www.reprographix.com/>. All addenda will be distributed through the aforementioned online service. Perspective bidders must obtain bidding documents from this service to ensure compliance with bidding requirements. Specifications, Instructions to Bidders, and Bid Forms are available for public viewing at the office of the City Engineer, Lebanon Municipal Building, 2nd floor, 401 South Meridian Street, Lebanon, IN 46052.

Each bid shall be accompanied by Form 96 Contractor's Bid for Public Works, including Non-Collusion Affidavit as prescribed by the State Board of Accounts, completely filled out, signed, and notarized as required by the statutes of the State of Indiana, Section III of Part II of Form 96 titled "Contractor's Financial Statement," and acceptable bid security. The bid security shall be a certified check made payable to the City of Lebanon or satisfactory bond by an incorporated surety company in good standing and qualified to do business in the State of Indiana in an amount equal to 10% of the bid, said deposit being for the purpose of ensuring the execution of the contract for which bid is made. Any bid not accompanied by the above required items shall be deemed to be a non-responsive bid by the City of Lebanon.

No bidder may withdraw their bid within a period of thirty (30) days following the date set for receiving bids. The City of Lebanon, Indiana reserves the right to retain the three lowest bids for a period of not more than ninety (90) days, and said bid shall remain in full force and effect during said time. The City of Lebanon, Indiana further reserves the right to waive informalities and to award the contract to the lowest responsive and responsible bidder or bidders, all to the advantage of the City of Lebanon, Indiana, or to reject any and all bids.

ATTEST: Tonya Thayer, Lebanon Clerk-Treasurer

INSTRUCTION TO BIDDERS - GENERAL CONDITIONS

1. All bids shall be submitted in writing using the Indiana State Board of Accounts Form #96. A copy of the form is attached herewith. Part II, Sections I, II, and III are for public works projects and do not apply to this material bid. Part I and Part II, Sections IV and V shall be completed.
2. Bidders shall comply with the General Conditions and the Special Conditions as stated below in the Special Conditions and Specifications. Individual items and estimated quantities are on the Itemized Bid Form.
3. Bids may be submitted for one or all listed supplies. Bids must be submitted on the Itemized Bid Form provided, within the spaces provided. No information shall be added to the Itemized Bid Form outside of the designated spaces.
4. The outside of the sealed bid shall indicate that it is a City of Lebanon, Indiana bid, with the referenced supply.
5. A 10% bid bond or certified check shall be required with the bid and shall be made payable to the City of Lebanon, Indiana. The amount of the required bid bond or certified check will be based on the anticipated expenditure for the portion of the bid that is submitted. Letters of credit are not acceptable.
6. The City of Lebanon, Indiana reserves the right to accept or reject any and all bids, and also to accept the bid or bids which the City of Lebanon, Indiana deems to be in the best interest of the community.
7. Billing from and payment to successful bidders will be made during the year in accordance with the respective Standard Payment Schedule for each governmental agency.
8. All quantities shown are estimates. The City of Lebanon, Indiana does not guarantee these quantities and reserves the right to increase or decrease these quantities significantly during the period of the contract. The bid prices provided by the selected bidder(s) will be effective for the duration of the contract, regardless of the actual quantities purchased.
9. Low bids will be determined by taking the unit price for each item times the estimated quantity for that item, and adding up the prices of all items. Where quantities are not listed, the City of Lebanon, Indiana reserves the right to evaluate the low bidder by using anticipated quantity purchases of the materials listed. Each Category or Sub-category may be awarded separately. Where the specified quantity of an item is "0" (zero), the Bidder shall provide a unit price for that item, but it will not be used in evaluating the low bid.
10. Base bids will be for items shown on the Itemized Bid Form which will be the basis for evaluation of bids.
11. All bids shall be submitted to the location specified in the Legal Advertisement by the date and time specified in the same.
12. The Itemized Bid Form provided in this bid packet shall be filled out and included as the first page of the bid packet submitted by each bidder.
13. All Mobilization, demobilization, demolition, erosion control, construction engineering, traffic control, and maintenance of traffic shall be measured and paid for in the cost of other items provided on the attached bid form.

ASPHALT - SPECIAL CONDITIONS AND SPECIFICATIONS

- **Liquid Bituminous Material. (2500 gallons more or less)**

Bituminous material in place, Grades MC-1, RC-3, RS-2 Meeting Indiana Department of Transportation Specifications for all grades of AR liquids.

- **Asphalt Surface Milling and Patching – block and strip type patching, per ton placed by bidder. (100 tons more or less)**

Hot Mix Asphalt (HMA) No. 11 HMA Surface in place, including applicable milling to a depth of 2”, removal, disposal, and Binder preparation, meeting Indiana Department of Transportation Specifications for HMA type B surface course (medium texture) D303.3B.

- **Asphalt Binder Removal and Patching – block and strip type patching, per ton placed by bidder. (100 tons more or less)**

Hot Mix Asphalt (HMA) No. 8 and or No. 9 HMA Binder in place, including applicable milling to a depth of 4”, removal, disposal, and base preparation, meeting Indiana Department of Transportation Specifications for HMA Binder course.

- **Surface Patching materials, per ton obtained at bidder’s facility. (200 tons more or less)**

Hot Mix Asphalt (HMA) No. 11 HMA Surface patching materials meeting Indiana Department of Transportation Specifications. All patching materials will be obtained at the bidder’s plant using City of Lebanon trucks, and therefore the City of Lebanon will only accept bids from bidders whose supply plant is located within a twenty-five (25) mile radius from the City of Lebanon Street Department building.

- **Binder Patching materials, per ton obtained at bidder’s facility. (200 tons more or less)**

Hot Mix Asphalt (HMA) No. 8 and or No. 9 HMA Binder patching materials meeting Indiana Department of Transportation Specifications for HMA Binder course. All patching materials will be obtained at the bidder’s plant using City of Lebanon trucks, and therefore the City of Lebanon will only accept bids from bidders whose supply plant is located within a twenty-five (25) mile radius from the City of Lebanon Street Department building.

- **M.W.S. winter mix, per ton. (100 tons more or less)**

M.W.S. winter mix may be delivered to the City of Lebanon or picked up at the bidders supply plant. As a result, the City of Lebanon will only accept bids from bidders, for picked up material, whose supply plant is located within a twenty-five (25) mile radius from the City of Lebanon Street Department building. Further, the bidder shall also include a price for delivery of M.W.S. winter mix. This delivery price will not be used to determine lowest bid.

CONCRETE - SPECIAL CONDITIONS AND SPECIFICATIONS

- **Concrete Sidewalk (ADA compliant) Removal and Replacement. (18,000 square feet more or less)**

Remove and dispose of existing sidewalk material and any deleterious base material providing a mechanically compacted subbase, and 4" of prepared, graded, and compacted granular base material. Provide Portland cement-based concrete in compliance with ACI 301 as it pertains to mix design, placement, and jointing, utilizing ASTM C 33, Class 4S aggregates. Concrete to be placed at a 4" minimum thickness, with a broom finish, meeting 4,000 psi, 28-day compressive strength specifications. Apply curing compound to finished sidewalk concrete uniformly according to manufacturer's written instructions. Concrete sidewalks shall be paid for on a square feet basis, included all associated excavation, removal, disposal, subbase compaction, base material, base preparation, formwork, finishing, curing compounds, form removal, new pulverized topsoil backfill, and grass seeding to restore adjacent areas disturbed by sidewalk construction. All materials and workmanship shall meet Americans with Disabilities Act (ADA) guidelines, Manual of Uniform Traffic Control Devices (MUTCD), Public Rights of Way Accessibility Guidelines (PROWAG), and Indiana Department of Transportation Specifications where applicable.

- **Concrete ADA compliant ramps with truncated domes Removal and Replacement. (50 ramps more or less)**

Remove and dispose of existing sidewalk and ramp material and any deleterious base material providing a mechanically compacted subbase, and 4" of prepared, graded, and compacted granular base material. Provide Portland cement-based concrete in compliance with ACI 301 as it pertains to mix design, placement, and jointing, utilizing ASTM C 33, Class 4S aggregates. Concrete to be placed at a 4" minimum thickness, with a broom finish, meeting 4,000 psi, 28-day compressive strength specifications. Placement of composite fiberglass premanufactured Truncated dome material, or approved equal, assuming 12 square feet of truncated dome material per each 72 square foot (assumed) concrete ramp, shall be set and finished within wet concrete material per ACI 301 in compliance with Americans with Disabilities Act (ADA) guidelines and Public Rights of Way Accessibility Guidelines (PROWAG). Apply curing compound to finished concrete uniformly according to manufacturer's written instructions. Concrete ramps shall be paid for on a per each basis, included all associated excavation, removal, disposal, subbase compaction, base material, base preparation, formwork, finishing, curing compounds, form removal, new pulverized topsoil backfill, and grass seeding to restore adjacent areas disturbed by sidewalk construction. All materials and workmanship shall meet Americans with Disabilities Act (ADA) guidelines, Manual of Uniform Traffic Control Devices (MUTCD), Public Rights of Way Accessibility Guidelines (PROWAG), and Indiana Department of Transportation Specifications where applicable.

OIL, GREASE, & AUTOMOTIVE SUPPLY - SPECIAL CONDITIONS AND SPECIFICATIONS

- **AW 46 Hydraulic Fluid per gallon. (250 gallons, more or less in quarts)**

Hydraulic Fluid must be delivered to the City of Lebanon Street Department building at 1301 Lafayette Ave. Lebanon, IN 46052. The City of Lebanon anticipates one delivery per month, for a maximum of 12 deliveries for the 2020 calendar year on an as needed basis and as confirmed by the City of Lebanon Street Department representative monthly.

- **15W40 Motor Oil, per gallon. (250 gallons, more or less in quarts)**

Oil must be delivered to the City of Lebanon Street Department building at 1301 Lafayette Ave. Lebanon, IN 46052. The City of Lebanon anticipates one delivery per month, for a maximum of 12 deliveries for the 2020 calendar year on an as needed basis and as confirmed by the City of Lebanon Street Department representative monthly.

- **10W30 Motor Oil, per gallon. (250 gallons, more or less in quarts)**

Oil must be delivered to the City of Lebanon Street Department building at 1301 Lafayette Ave. Lebanon, IN 46052. The City of Lebanon anticipates one delivery per month, for a maximum of 12 deliveries for the 2020 calendar year on an as needed basis and as confirmed by the City of Lebanon Street Department representative monthly.

- **No. 2 Grease, per tube. (200 tubes, more or less of grease)**

Grease must be delivered to the City of Lebanon Street Department building at 1301 Lafayette Ave. Lebanon, IN 46052. The City of Lebanon anticipates one delivery per month, for a maximum of 12 deliveries for the 2020 calendar year on an as needed basis and as confirmed by the City of Lebanon Street Department representative monthly.

- **Multi-Purpose Grease, per tube. (200 tubes, more or less of grease)**

Grease must be delivered to the City of Lebanon Street Department building at 1301 Lafayette Ave. Lebanon, IN 46052. The City of Lebanon anticipates one delivery per month, for a maximum of 12 deliveries for the 2020 calendar year on an as needed basis and as confirmed by the City of Lebanon Street Department representative monthly.

- **Anti-freeze (50% pre-diluted), per gal. (250 gallons, more or less in gallons)**

Anti-freeze must be delivered to the City of Lebanon Street Department building at 1301 Lafayette Ave. Lebanon, IN 46052. The City of Lebanon anticipates one delivery per month, for a maximum of 12 deliveries for the 2020 calendar year on an as needed basis and as confirmed by the City of Lebanon Street Department representative monthly.

STONE AND SAND - SPECIAL CONDITIONS AND SPECIFICATIONS

- **Stone, per ton. (200 tons, more or less #53, #11, and #8 (washed) stone)**

Stone may be delivered to the City of Lebanon or picked up at the bidders supply plant. As a result, the City of Lebanon will only accept bids from bidders, for picked up material, whose supply plant is located within a twenty-five (25) mile radius from the City of Lebanon Street Department building. Further, the bidder shall also include a price for delivery of Stone. This delivery price will not be used to determine lowest bid. All material shall comply with Indiana Department of Transportation Specifications.

- **Sand, per ton. (200 tons, more or less, #24 sand)**

Sand may be delivered to the City of Lebanon or picked up at the bidders supply plant. As a result, the City of Lebanon will only accept bids from bidders, for picked up material, whose supply plant is located within a twenty-five (25) mile radius from the City of Lebanon Street Department building. Further, the bidder shall also include a price for delivery of Sand. This delivery price will not be used to determine lowest bid. All material shall comply with Indiana Department of Transportation Specifications.

ITEMIZED BID FORM

Date: _____

- 1. Governmental Unit: CITY OF LEBANON, INDIANA
- 2. County: BOONE
- 3. Bidder (Firm): _____
 Address: _____
 City/State: _____
 Telephone: _____
- 4. Agent of Bidder (if applicable) _____

Pursuant to notices given, the undersigned offers bid(s) to the CITY OF LEBANON, INDIANA, in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or cashier's check shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the certified check or cashier's check or both as the case may be.

Acknowledgement of the Addenda per numbering established by Owner: _____

Date: _____

SIGNATURE OF BIDDER OR AGENT: _____

NAME OF BIDDER: _____

BID FORM - Unit Price					
Asphalt					
Liquid Bituminous	INDOT #11 Surface (including milling and placement within City of Lebanon)	INDOT #11 Surface (Material picked up by City of Lebanon at Bidder's facility)		INDOT #8 Binder (including removal and placement within City of Lebanon)	INDOT #8 Binder (Material picked up by City of Lebanon at Bidder's facility)
\$/Gal	\$/Ton	\$/Ton		\$/Ton	\$/Ton

Asphalt					
INDOT #9 Binder (including removal and placement within City of Lebanon)	INDOT #9 Binder (Material picked up by City of Lebanon at Bidder's facility)		MWS Winter mix (Material picked up by City of Lebanon at Bidder's facility)	MWS Winter Mix (Material delivered to the City of Lebanon)	2" Asphalt Milling, removal, Disposal of Material (2" depth)
\$/Ton	\$/Ton		\$/Ton	\$/Ton	\$/SYD

Oil and Grease					
AW46 Hydraulic Fluid (Material delivered to the City of Lebanon)	15W40 Oil (Material delivered to the City of Lebanon)	10W30 Oil (Material delivered to the City of Lebanon)	No. 2 Grease (Material delivered to the City of Lebanon)	Multi Purpose Grease (Material delivered to the City of Lebanon)	Antifreeze (Material delivered to the City of Lebanon)
\$/Gal	\$/Gal	\$/Gal	\$/Tube	\$/Tube	\$/Gal

Stone and Sand					
INDOT #53 (Material picked up by City of Lebanon at Bidder's facility)	INDOT #53 (Material delivered to the City of Lebanon)			INDOT #11 (Material picked up by City of Lebanon at Bidder's facility)	INDOT #11 (Material delivered to the City of Lebanon)
\$/Ton	\$/Ton			\$/Ton	\$/Ton

Stone and Sand				Concrete	
INDOT #8 Washed (Material picked up by City of Lebanon at Bidder's facility)	INDOT #8 Washed (Material delivered to the City of Lebanon)	INDOT #24 Sand (Material picked up by City of Lebanon at Bidder's facility)	INDOT #24 Sand (Material delivered to the City of Lebanon)	Concrete Sidewalk (Removal and Replacement)	Concrete ADA Ramps (Removal and Replacement)
\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/SF	\$/EA

CERTIFICATION CONCERNING INVESTMENT IN IRAN

_____ (company), by and through its _____ (title), affirms under the penalties of perjury that it has not in the past and is not presently engaged in investing activities in Iran.

Said company has not been placed on the list of persons or entities that are engaged in investing in Iran developed under I.C. 5-22-16.5-9. Said company certifies that it has not engaged in investment activities in Iran as defined by I.C. 5-22-16.5-1, et seq. Said Company further agrees to maintain this certification throughout the duration of the term of the contract. The City of Lebanon, Indiana shall provide ninety (90) days notice to said company pursuant to I.C. 5-22-16.5-14 if the City of Lebanon, Indiana has information indicating said company has engaged in investing in Iran, and may terminate the attached contract and further seek all other available penalties and remedies under I.C. 5-22-16.5-14.

Dated this _____ day of _____, _____.

Certified by:

_____ (company)

By: _____ (signature)

_____ (print name)

Acknowledged by:

Lebanon Board of Public Works and Safety

By: _____

Matthew T. Gentry, Mayor

Rebecca McClure, Member

Bill Stoner, Member

Allen Milburn, Member

Dick Robertson, Member

Attest: _____

Tonya Thayer, Clerk-Treasurer

NON-COLLUSION AFFIDAVIT

State of Indiana)
) ss:
County of Boone)

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative or agent of the firm, company, corporation or partnership represented by him/her, 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.

He/she further says that no one person or persons, firms, or corporations has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Bidder (Firm)

Signature of Bidder or Agent

Subscribed and sworn to before me this _____ day of _____, _____.

My Commission Expires: _____

NOTARY PUBLIC- _____ COUNTY

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of the CITY OF LEBANON, hereby accepts the terms of the attached bid for classes or items number _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Dated this _____ day of _____, _____.

Contracting Authority Members:

LEBANON BOARD OF PUBLIC WORKS AND SAFETY

- _____ Matthew T. Gentry, Mayor
- _____ Rebecca McClure –Member
- _____ Bill Stoner –Member
- _____ Allen Milburn –Member
- _____ Dick Robertson –Member