



City of Elkhart
Development Services

DEPARTMENT OF PUBLIC WORKS & UTILITIES

ELKHART, INDIANA

**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR**

Woodland Crossing Roof Replacement

BID #24-15

APPROVED BY THE BOARD OF PUBLIC WORKS

THIS _____ DAY OF _____, 2024

Michael Machlan
President

C. James Arce
Vice President

Ronnie Davis

Rose Rivera

Andy Jones

BOARD OF WORKS

LEGAL NOTICE - ELKHART TRUTH – PUBLISH July 6, 2024 and July 13, 2024

NOTICE TO BIDDERS

The City of Elkhart, Indiana through its Board of Public Works will receive sealed bids for the following: BID # 24-15 Woodland Crossing Shopping Center Reroof Projects

Project Summary: Reroof four roofs at Woodland Crossing Shopping Center; Key Bank, Big Lots, vacant 138-10 W. Hively and Rent-A-Center

Bids shall be filed with:
Clerk of the Board of Public Works
City of Elkhart
229 South Second St, Third Floor
Elkhart, IN 46516.

Bids will be accepted during the hours of 8:00 A.M. to 5:00 P.M. (ET), up until 9:00 A.M. (ET) Tuesday, August 6, 2024 (the “Deadline”). All bids received by the Clerk of the Board by the Deadline will be opened and read aloud at the meeting of the Board scheduled to start at 9:00 A.M. (ET) on Tuesday, August 6, 2024. Any bid received after the Deadline, will be returned to the bidder unopened. After opening the bids, the Board will take all bids under advisement and refer them to City staff for review and tabulation.

SITE VISIT

Perspective bidders may contact Mary K. Kaczka at mary.kaczka@coei.org or (574) 322-4472 to schedule a site visit. A site visit is required prior to submission.

Bid documents may be obtained by contacting Sherry Weber sherry.weber@coei.org (574) 322-4468

A bid, proposal or quotation submitted by a trust (as defined in IC 30-4-1-1(a) must identify each Beneficiary of the trust and each Settler empowered to revoke or modify the trust.

Bids must be submitted on State Board of Accounts 2013 REVISED BID FORM 96. A certified check or bank draft drawn on a solvent bank in the State of Indiana, payable without condition to the City of Elkhart, or a satisfactory bid bond executed by bidder and surety company in an amount not less than five (5) percent of the bid, shall be submitted with each bid. Any deviation from the bid documents must be explained by bidder.

The Board will award a contract to the lowest responsive and responsible bidder. The Board reserves the right to waive informalities or irregularities, and to reject any and all bids or portions thereof.

BOARD OF PUBLIC WORKS

Michael Machlan, President

BID #:24-15 Woodland Crossing Shopping Center Reroof Projects
CONTRACT

This Contract, made as of the _____ day of _____, 2024 by and between _____, a _____ organized and existing under the laws of the State of _____, (“Contractor”), and the CITY OF ELKHART, INDIANA, by its , City of Elkhart, Department of Redevelopment (“Owner”);

The Contractor and the Owner, mutually agree as follows:

Article 1. **WORK**

Contractor shall complete all Work as specified in the Contract Documents. This project will consist of the removal of the existing concrete pavers and single ply roof system and existing EPDM roof system to expose roof deck; mechanically fasten base sheet to the tectum roof deck; adhere one layer of 2” poly-iso roof insulation to the base sheet, standard 20 psi R 11.4; install a fully adhered .060 TPO roof system with welded seams; flash all perimeter walls, and roof penetrations in strict accordance to manufacture’s specifications; fabricate and install new edge metal; add drain to relieve ponding water on Key Bank roof and address ponding water on Rent-A-Center by either adding ISO board to increase slope or reconfigure gutters. Provide a 20 year labor and material warranty.

Article 2. **CONTRACT PRICE**

\$ _____ Key Bank

\$ _____ Big Lots

\$ _____ Rent A Center /138-10 W Hively (vacant)

\$ _____ All Roofs

Bid Key Bank, Big Lots and Vacant 138 -10 W Hively/Rent A Center separately and together. Owner shall pay Contractor for performance of the work in accordance with payment requests submitted in a timely fashion.

Owner may withhold liquidated damages in accordance with Articles 4, 5 and 6 of this Contract.

Article 3. **CONTRACT DOCUMENTS**

This Contract includes the 2019 Standard Specifications for Construction for the City of Elkhart, Indiana, Public Works and Utilities Department; Indiana Building Code, 2014 Edition; Indiana Residential Code, 2020 Edition, and the following attached and incorporated documents:

1. Legal Notice
2. This Contract
3. Supplemental Specifications
4. Special Notes & Requirements
5. Project Specifications
6. Employment Verification Affidavit
7. Itemized Proposal
8. Certified Bid Summary Form
9. Bid form 96 (Revised 2013)
10. Acknowledgement of any/all Addenda
11. Project Plans
12. Performance and Labor and Materials Bond and Maintenance Bond (to be submitted by Contractor and made a part of this Contract)
13. Certificate of Liability Insurance by Contractor

Article 4. CONSTRUCTION SCHEDULE

4.1 Each proposal shall be accompanied by a Construction Schedule detailing the time frame and order of work. Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if Contractor does not adhere to the Construction Schedule stated below. Failure to complete each activity within the allotted time constitutes a material breach of this Contract, and it is hereby agreed to by the parties that such a material breach may result in the actions stated in Paragraph 5.2 below. The schedule shall include, at a minimum, the activities required to perform the following:

- A. Mobilization Start Date
- B. Sequence of Work and Project Duration
- C. Completion Date

4.2 If applicable, the Contractor shall submit to the City for acceptance any proposed adjustments in the construction schedule that will not change the Contract Times. Such adjustments will conform generally to the construction schedule then in effect and shall comply with any applicable provisions of the General Requirements.

Article 5. CONTRACT TIME

5.1 The Contractor hereby agrees to complete the work **within 60 calendar days following the Notice to Proceed. The Notice to Proceed shall be issued no later than 30 days after the date of award. The date of award is anticipated to be August 6, 2024. Completion shall include all restoration and punch list items.**

5.2 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the times specified above. It is agreed between the parties hereto that if the Contractor does not complete the work by the date specified, the City may:

- A. Withhold from such sums as may be payable to the Contractor under the terms of this Contract, an amount equal to **\$200.00 Dollars per day** for each day elapsing between the day so fixed for the completion of said Work and the date upon which said work was completed and accepted by the Board of Public Works. This penalty shall apply separately to the previously mentioned deadlines from Section 5.2 in this document.
- B. Re-let said work after giving the notice required by law. The Contractor shall, on demand, pay to the Owner the cost of re-letting and the difference between the cost of completing the project under the new contract, and the cost of completing the project under this Contract. This amount is in addition to any other liquidated damages assessed under any other Article or Paragraph of this Contract.

Article 6 OTHER LIQUIDATED DAMAGES

Article 7. MISCELLANEOUS

- 7.1 No assignment by a party of any rights or interests in the Contract Documents will be binding on another party without written consent; moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated in any written consent to an assignment; and no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.2 Contractor, its successors, assigns, and legal representatives shall perform and comply with all covenants, agreements, and obligations contained in the Contract Documents.
- 7.3 Owner shall comply with the covenants and agreements contained in the Contract Documents.
- 7.4 If, at any point in time during this Contract, Contractor is in violation of certain City Ordinances in the manner described at subsections 2A (1) through (5) of Elkhart City Ordinance No. 4101, such violation shall be a material breach of this Contract.
- 7.5 The Contractor shall not pay cash to any individual employed by the Contractor for work done by the individual on the Project.
- 7.6 Non-Discrimination: Pursuant to Indiana Code § 22-9-1-10, neither Elkhart nor any of its contractors or subcontractors shall discriminate against any employee or applicant for employment with respect to hire, tenure, or conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, nation origin, or ancestry.

Article 8. E-VERIFY REQUIREMENT

- 8.1. All terms defined in I.C. § 22-5-1.7 et seq. are adopted and incorporated into this section.
- 8.2 Pursuant to I.C. § 22-5-1.7 et seq., Contractor shall enroll in and verify the work-eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. Contractor is further required to execute an affidavit affirming that: (i) it is enrolled and participating in the E-verify program; and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Contractor shall provide the City with documentation that it is enrolled and participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by Contractor and delivered to the City's authorized representative.
- 8.3 Should Contractor subcontract for the performance of any work under this Agreement, the Contractor shall require any subcontractor to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens; and (ii) the subcontractor is enrolled and participating in the E-verify program. Contractor shall maintain a copy of such certification for the duration of the term of any subcontract. Contractor shall also deliver a copy of the certification to the City within seven days of the effective date of the subcontract.
- 8.4 Before an individual who is required to be verified begins work on the public works project, the E-Verify case verification number for that individual must be submitted to the Owner.
- 8.5 If Contractor, or any subcontractor of Contractor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien, Contractor shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Contractor or any subcontractor of Contractor fail to cure within the Cure Period, the City has the right to terminate this Agreement without consequence.
- 8.6 The E-Verify requirements of this Agreement will not apply should the E-Verify program cease to exist.

Article 9 CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN

On behalf of Contractor, I certify that pursuant to Indiana Code 5-22-16.5 *et seq.*, Contractor is not now engaged in investment activities in Iran. I understand that providing a false certification could result in the fines, penalties, and civil action listed in Indiana Code 5-22-16.5-14.

Printed: _____

Acceptance by Contractor

I hereby certify that I have received the City of Elkhart's "Title VI Notice" and agree to comply with the requirements and provisions of the City of Elkhart's Title VI Policy during the duration of this Agreement with the City of Elkhart.

Signed

Printed Name

Dated

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) original copies on the day and year first above-written.

By: _____
Contractor

ATTEST: _____
Witness

I, _____, certify that I am the _____
of _____ named as Contractor herein and said
Agreement was duly signed for and in behalf of said _____ by authority
of its governing body, and is within the scope of corporate powers.

Printed: _____

BOARD OF PUBLIC WORKS
CITY OF ELKHART, INDIANA

By: _____
Rod Roberson, Mayor

By: _____
Michael Machlan, President

By: _____
C. James Arce, Vice President

By: _____
Ronnie Davis, Member

By: _____
Rose Rivera, Member

By: _____
Andy Jones, Member

ATTEST:

Nancy Wilson, Clerk
Board of Public Works

SUPPLEMENTAL SPECIFICATIONS

The following specifications are for this particular project (“Project Specs”). If any Project Specs conflict with the current Standard Construction Specifications for the City of Elkhart (“Elkhart Specs”), the Project Specs are valid and any conflicting Elkhart Specs are void.

Anything not covered specifically by the Project Specs shall be referred to the Indiana Building Code, 2014 Edition.

The Contractor shall be responsible for referring to the current version of the Indiana Building Code, 2014 Edition.

1.) GENERAL DESCRIPTION OF WORK:

This project will consist of the removal of the existing concrete pavers and single ply roof system and existing EPDM roof system to expose roof deck; mechanically fasten base sheet to the tectum roof deck; adhere one layer of 2” poly-iso roof insulation to the base sheet, standard 20 psi R 11.4; install a fully adhered .060 TPO roof system with welded seams; flash all perimeter walls, and roof penetrations in strict accordance to manufacture’s specifications; fabricate and install new edge metal; add drain to relieve ponding water on Key Bank roof and address ponding water on Rent-A-Center by either adding ISO board to increase slope or reconfigure gutters. Provide a 20 year labor and material warranty.

REFERENCES:

GIS map and site plan attached.

SPECIAL NOTES & REQUIREMENTS

(1.) Bid Proposal Submittal

Bidders are required to submit their bid proposals in the following order:

- Certified Bid Summary Form
- Bid Form 96 (Revised 2013) – including Non-Collusion Affidavit
- Bid Bond
- Signed Receipt of any/all Addendum
- Financial Statement
- Schedule
- Itemized Proposal

Failure to follow bid proposal requirements may result in the bid being considered unresponsive and rejected by the Board from consideration.

(2.) Standard Specifications for Construction

Refer to the City's Standard Specifications for safety requirements, construction video, protection and location of existing utilities; special project signs; and other general requirements for all City projects.

(3.) Pre-Construction Meeting

Prior to the start of construction, a pre-construction meeting with the City of Elkhart's Development Services shall be arranged to review project issues.

(4.) Permits

Permits shall be acquired by the Contractor.

(5.) Matching Old Work

Where new work is to be fitted to old work, the Contractor shall check all leading dimension and conditions in the field and report any errors or discrepancies to Development Services or assume responsibility for their correctness and fit of new parts to the old. If such parts do not fit properly, the Contractor shall make and pay for such alterations or new parts as may be necessary to assure proper fits and connections meeting the approval of Development Services.

(6.) Bidder's Questions

Bidders are requested to submit any pre-bid questions regarding the project plans or specifications **in writing** to the City of Elkhart on or before 5 PM Elkhart time on Tuesday, July 30, 2024. Questions may or may not be addressed by addendum as deemed appropriate by the City of Elkhart. Contact information:

City of Elkhart

Name: Mary K. Kaczka
Address: 201 S. Second St.
Elkhart, Indiana 46516
Phone: 574-322-4472
Fax:
E-mail: mary.kaczka@coei.org

PROJECT SPECIFICATIONS

The Contractor shall be responsible for referring to the current version of the Standard Construction Specifications for the City of Elkhart (City Specs) and Indiana Building Code, 2014 Edition. The City Specs can be found and downloaded at www.elkhartindiana.org/publicworks or a printed copy may be purchased from Public Works. The Contractor shall be responsible for adhering to all sections of the City Specs and Indiana Building Codes. Items listed in the Specs, without a specific payment designation shall be considered incidental to the project and the costs shall be merged into applicable pay items included in the project. Quantity estimates below shall be a maximum authorized amount, not to exceed without written approval by the Development Services. The following pay items are applicable to this project:

Mobilization and Demobilization

Prevailing Elkhart Standard Specifications, Division B: 1.1

Basis of Payment

- 1.) 1 LSUM **Mobilization and Demobilization, Max 10%**

Removal of Existing Roofing Materials

Removal of existing roof system and associated components to expose completely the existing roof deck; removal of gutters, downspouts, and associated components.

Basis of Payment

- 2.) 1 LSUM **Removal of Existing Roofing Materials**

Repair and Replacement of Components

Fabricate and install new edge metal; add drain to relieve ponding water on Key Bank roof and address ponding water on Rent-A-Center by either adding ISO board to increase slope or reconfigure gutters

Basis of Payment

- 3.) 1 LSUM **Repair and Replacement of Components**

Installation of TPO Roof System

Install a fully adhered .060 TPO roof system with welded seams; flash all perimeter walls, and roof penetrations in strict accordance to manufacture's specifications.

Basis of Payment

- 4.) 1 LSUM **Installation of TPO Roof System**

Installation of Downspouts

Installation of, downspouts, and associated components.

Basis of Payment

- 5.) 1 LSUM **Installation of Gutters and Downspouts**

EMPLOYMENT VERIFICATION AFFIDAVIT

I, _____, being first duly sworn, deposes and says that I am familiar with and have personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by _____ (the "Employer")
in the position of _____.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached as Exhibit "A" and incorporated herein.
5. The Employer does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Employer does not currently employ any unauthorized aliens.
7. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the _____ day of _____, 20__.

Printed: _____

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Printed: _____

Copy this page and provide one each for three roof.

Roof: _____

CITY OF ELKHART
Woodland Crossing Shopping Center Reroof Project
ITEMIZED PROPOSAL

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT COST	TOTAL COST
1	Mobilization and Demobilization	1	LSUM		
2	Removal of Existing Roofing Materials	1	LSUM		
3	Repair and Replacement of Components	1	LSUM		
4	Installation of .060 TPO Roof Systems	1	LSUM		
5	Installation of Gutters and Downspouts	1	LSUM		

TOTAL = _____

CERTIFIED BID SUMMARY FORM
Woodland Crossing Reroof Projects – Bid #24-15

This form is to be placed on the first page of the bid packet.

This Certified Bid Summary Form is to ensure that all required components of the bid have been included. Please initial each appropriate line, fill in the bid and alternate amounts, and place this sheet as the first page of your submittal. **The completed form must be submitted with your bid packet.**

_____ I have included the **Bid Form 96 (revised 2013)**.

_____ I have included the **Bid Bond**.

_____ I have included the **Financial Statement**.

_____ I have included the **Schedule**.

_____ I have included the **Itemized Proposal**.

Base Bid \$ _____

I hereby certify the following: 1) that all of the required documentation is contained within the following bid packet; 2) that the information provided in this proposal is accurate and complete; 3) that I have read and understand the instructions, terms, conditions and specifications of this solicitation; 4) that I agree to fulfill the requirements of any awarded contract at the prices proposed; and 5) that this proposal includes all costs necessary to provide all supervision, labor, services, materials, tools, equipment, supplies, insurance, permits, bonds, and other incidental items, whether or not specifically called for in the specifications and contract documents, to perform and complete in a workmanlike manner all work as specifically described under each item in the specifications and contract documents, and other work necessary to complete the project in accordance with the obvious or expressed intent of the specifications of the contract documents.

Signature: _____ Date: _____

Name: _____ Title: _____

Contractor's Name and Address: _____

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KEY BANK

BIG LOTS

RENTAL CENTER

WOODLAND CROSSING

154 W Hively Ave, Elkhart, IN 46517

SUITE	TENANT	SF
15428 B	Available	109,126
290	Available	3,450
2426	Bill's BBQ	7,315
2541	Available	1,823
2545	Take Smokes	2,068
2549	Hewitt Dental Care	3,260
2510A	SABO Training	6,600
2510B	Leo's Restaurant	1,365
2510C	Los 3 Mangos Ice Cream	1,300
13801	Available	3,812
13802	Available	1,779
13803	Cricke'r Wireless	1,400
13804	Available	1,088
13805	Call Nailz	1,088
13806	Chivas Sports	1,088
13807	Thrft at Woodland Crossing	13,298
13808	First Acceptance Insurance	1,250
13809	Rem-A-Center	3,455
13810	Available	1,500
13811	Big Lats	20,448
13812	Key Bank	4,260
14001	Smi Eyebrows	1,363
14002	Jackson Hewitt	1,132
14003	Available	1,126
14005	Elkhart Beauty Supplu	2,262
14006	Available	1,362
14801	Heert City Health Center	4,698
14805	Available	1,178
14806	Available	1,178
14807	Elkhart Nutrition	1,178
14808	Available	1,178
14809	Available	1,184
14810	Available	1,181
14811	Available	1,178
14812	Available	1,178
14813	Available	1,178
14814	Available	1,188
Total GLA		214,515

SITE LEGEND

- Available
- Leased (Not Occupied)
- Site Boundary
- Occupied
- Not A Part

