

## **SECTION 00 02 00 - NOTICE TO BIDDERS**

### **NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received:

By: Porter County Board of Commissioners  
155 Indiana Ave., Suite 205  
Valparaiso, IN 46383

For: Memorial Opera House – Bid Package #1 – Brick Masonry Repair  
104 Indiana Ave.  
Valparaiso, IN 46383

At: Porter County Board of Commissioners  
155 Indiana Ave., Suite 205  
Valparaiso, IN 46383

Until: 9:00AM CST, September 5, 2023

Bid Opening: Bids will be publicly opened and read aloud during a regularly scheduled board meeting at 10:00AM CST, in the Porter County Government Complex, 155 Indiana Ave., Valparaiso, IN 46383

All work for the complete construction of the Project will be under one prime contract with the Owner based on bids received. The Construction Manager will manage the construction of the Project.

Construction shall be in full accordance with the Bidding Documents which are on file with the Owner and may be examined by prospective bidders at the following locations:

Office of the Construction Manager  
The Skillman Corporation  
8006 Aetna Street  
Merrillville, IN 46410

The Skillman Plan Room

[www.skillmanplanroom.com](http://www.skillmanplanroom.com)

Prime and Non-Prime Contract Bidders must place an order on [www.skillmanplanroom.com](http://www.skillmanplanroom.com) to be able to download documents electronically or request printed documents. There is no cost for downloading the bidding documents. Bidders desiring printed documents shall pay for the cost of printing, shipping, and handling. Reprographic Services are provided by:

**Reprographic Arts, 1017 Franklin St., Michigan City, IN 46360, Phone (219) 872-9111**

A Pre-Bid Conference will be held on August 24 2023, at 10:00AM, CST, at 104 Indiana Ave. Valparaiso, IN 46383. Attendance by bidders is optional, but recommended, in order to clarify or answer questions concerning the Drawings and Project Manual for the Project.

Bid security in the amount of ten percent (10%) of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

The successful Bidders will be required to furnish Performance and Payment Bonds for one hundred percent (100%) of their Contract amount prior to execution of Contract.

Contractors submitting bids for the performance of any Work as specified in this building Project should make such Bids to **Porter County Board of Commissioners**.

The Owner reserves the right to accept or reject any Bid (or combination of Bids) and to waive any irregularities in bidding. All Bids may be held for a period not to exceed **60** days before awarding contracts.

**Porter County Board of Commissioners**

END OF SECTION 00 02 00

## **SECTION 01 12 00 - MULTIPLE CONTRACT SUMMARY**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. Drawings and General Provisions of the Prime Contract, including amended General Conditions and other Division 1 Specification Sections, apply to Work of this Section.

#### **1.02 SUMMARY**

- A. The intent of this Section is to indicate the Work required by the Contractors and to provide information regarding the duties, responsibilities, and cooperation required by the Contractors, with similar requirements for the subcontractors and suppliers.
- B. Owners right to maintain current operations
- C. Occupancy requirements
- D. Work by Owner
- E. Permits, fees, and notices
- F. Labor and materials
- G. Verifications of existing dimensions
- H. Project security
- I. Coordination of work
- J. Time of commencement and completion
- K. Schedule of contract responsibilities

#### **1.03 WORK UNDER SEPARATE CONTRACTS**

- A. Prime Contracts are defined to include the following contracts described in the Schedule of Contract Responsibilities included hereinafter; and each is recognized to be a major part of the project, with Work to be performed concurrently and in close coordination with Work of other Prime Contracts.
- B. The "Contract Documents," as defined in the General Conditions, include "the Drawings." Although Drawings are grouped and identified by classification of the Work, Contractors shall be responsible for their Work as specified herein and as

indicated on the Drawings. Although the majority of the Drawings are "to scale," Contractors are directed to use indicated dimensions for determining material quantities and for other reasons. No additional monies will be allowed due to Contractors using "scaling instruments" to determine material quantities or for other reasons.

- C. Separate prime contracts will be awarded as per the **"Schedule of Contract Responsibilities"** (see Part 3 – Execution). Contractors shall include Work required by the Specifications and Drawings for each contract area defined in the Schedule.
- D. Work for the complete construction of the Project will be under multiple prime contracts with the Owner. The Construction Manager will manage the construction of the Project.
- E. Each Contractor shall be responsible for demolition and disposal of existing items relative to his Contract.

#### **1.04 ADMINISTRATIVE RESPONSIBILITIES OF PRIME CONTRACTORS AND CM**

- A. The Construction Manager shall be responsible for the maintenance of the Construction Schedule and management of every phase of the Work.
  - 1. Each Contractor shall read the Specifications and Drawings for other separate Contracts for fixed equipment and the like to be incorporated or attached or built into the Work; and familiarize himself with the requirements and responsibilities of other Contracts to enable the required coordination and supervision.
  - 2. Each Contractor shall also familiarize himself with other items to be incorporated into the Work including equipment and Work by the Owner.
  - 3. Each Contractor shall cooperate with the Construction Manager in notifying him when the Work is at a stage to require the services of other Contractors and shall notify the Construction Manager in the event that such other Contractors do not carry out their responsibilities in connection with such notification.
- B. Contractors shall cooperate with and assist the Construction Manager in the preparation of construction progress and procedures, schedule of product deliveries, and their effect on the overall project progress and completion. Other Contractors shall cooperate in getting their Work and the Work of their subcontractors completed according to the schedule as prepared and maintained by the Construction Manager. Each Contractor shall immediately notify the Construction Manager of a delay in delivery of products or the scheduled date of completion that may affect the total progress of construction.
- C. The Owner will furnish the topographical survey, either as a part of these Drawings or separately, giving the general topographical lines existing at the site and the property lines.

- D. Contractors required to make connections to existing utilities, especially sewerage where gravity flow occurs, shall verify grades and locations at points of such connections and shall notify the Construction Manager of circumstances which would adversely affect the proper flow or connection to such facilities.

#### **1.05 PRIME CONTRACTORS USE OF PREMISES**

- A. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
  - 1. Owner Occupancy: Allow for Owner occupancy and use by the public.
  - 2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
- B. Use of the Existing Building: Maintain the existing building in a weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

#### **1.06 OWNERS RIGHT TO MAINTAIN OPERATIONS**

- A. During the course of this Project, normal and customary functions and operations must be maintained. The Contract Documents are intended to define a strict separation between the school activities of students and staff from the activities of the construction project.
- B. The Construction Manager, Architect, and Owner will not tolerate any visible or audible actions initiated or responded to by any employees of Contractors on this Project toward any students, teachers, or staff members at the school system. Violators shall be promptly removed from the site.
- C. The Owner intends to instruct students, teachers, and staff to refrain from communications with Contractor's personnel working on this Project. All communication with Owner and staff shall be through the Construction Manager.
- D. Contractors must expend their best effort toward protection of the health, safety, and welfare of occupants on the Owner's property during the course of Work on this Project.

#### **1.07 OCCUPANCY REQUIREMENTS**

- A. Full Owner Occupancy: The Owner will occupy the site and existing building during the entire construction period. Cooperate with the Owner during

construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's operations.

- B. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
1. The Construction Manager will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner occupancy.
  2. Party which obtained general building permit shall obtain a Certificate of Occupancy from local building officials prior to Owner occupancy.
  3. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will operate and maintain mechanical and electrical systems serving occupied portions of the building.
  4. Upon occupancy, the Owner will assume responsibility for maintenance and custodial service for occupied portions of the building.

#### **1.08 WORK BY OWNER**

- A. The Owner intends to complete the following items of Work outside the provisions of these Contract Documents. Contractors shall not restrict or interfere with the Owner's right to the Project to accomplish this Work.
1. Equipment and furniture except as scheduled and specified under Divisions 11 and 12 and shown on the Drawings.
  2. Items which may be deleted from Contracts for Work as required by the Contract Documents.
  3. Existing school maintenance work.
  4. The purchase and supply of certain materials as noted in the Project Manual.
  5. The Owner, under separate contract, shall provide removal of identified asbestos containing materials from the existing structure. The asbestos report is available through the Construction Manager upon request.

#### **1.09 PERMITS, FEES, AND NOTICES**

- A. The **Bid Category No. 1 Contractor** will secure and pay for the general building permit for the Owner. Each Contractor shall secure and pay for other permits, governmental fees, and licenses necessary for the proper execution and completion of his Work, which are applicable at the time the bids are also received. Fees to relocate utilities on Owner's property shall be included in the bid of the Contractor doing the relocation.
1. State filing fees for plan approval are the responsibility of the Owner and will be paid by the Owner.

- B. Utility Tie-Ins: Shall be arranged with local utility company and other involved parties for minimum interruption of service.
- C. Shutdowns of existing systems shall be limited to the minimum time required and scheduled with other involved parties. Provide 2 days written notice of shutdown to Construction Manager and Owner.
- D. Inspections of installed work shall be performed by the governing authority as arranged for by the Contractor. Work shall not be covered until approved.
- E. Each Contractor shall give notices and comply with laws, ordinances, rules, regulations, and orders of public authorities bearing on the performance of his Work. If a Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Construction Manager in writing, and necessary changes shall be adjusted by appropriate notification. If a Contractor performs Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Construction Manager, he shall assume full responsibility therefore and shall bear the costs attributable thereto.

#### **1.10 LABOR AND MATERIALS**

- A. Unless otherwise specifically noted, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of his Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- B. Each Contractor shall enforce strict discipline and good order among his employees or other persons carrying out Work of his Contract and shall not permit employment of unfit person or persons or anyone not skilled in the task assigned to them.
- C. Contractors and Subcontractors shall be subject to such rules and regulations for the conduct of the Work as the Owner may establish. Employees shall be properly and completely clothed while working. Bare torsos, legs and feet will not be allowed. Possession or consumption of alcoholic beverages or drugs, tobacco or other noxious behavior on the site is strictly prohibited. Violators shall be promptly removed from the site. Smoking is not permitted on school property or within school buildings.
- D. Contractors will conduct criminal background checks (extent of and/or service to be used will be established by the Owner) on every employee assigned to work on the Project and clear them through the National Sex Offender Registry prior to their assignment to Project. Contractors will require the same as subcontractors.

- E. ID Badges will be issued by The Skillman Corporation upon receipt of verification from the Contractor that the employee/subcontractor employee or independent contractor has a satisfactory record to work on the Project.
- F. E-Verify Compliance: Pursuant to I.C. 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program (Program). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Also pursuant to I.C. 22-5-1.7, Contractor must execute an affidavit affirming that the Contractor does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with the Owner prior to the execution of this contract. This contract shall not be deemed fully executed until such affidavit is delivered to the Owner.

Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this provision the Owner shall require Contractor to remedy the violation not later than thirty (30) days after the Owner notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, the Owner shall terminate the contract for breach of contract. If the Owner terminates the contract, Contractor shall be liable to the Owner for actual damages in addition to any other contractual remedies. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

Prior to performing any work, Contractor shall require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of this contract or project which is the subject of this contract. If Contractor determines that a subcontractor is in violation of this provision, Contractor may terminate its contract with the subcontractor for such violation. In Accordance with I.C. 5-16-13 Contractor must provide the E-Verify Case Number of every employee that works on the project. This requirement includes the contractor's subs and suppliers to the fourth (4<sup>th</sup>) tier.



- G. The Owner is requiring that all contractors' personnel and their onsite employees (trade employees) and subcontractors submit an expanded criminal history check through SafeVendor, a product of Safe Hiring Solutions. Please visit [www.safevisitorsolutions.com/safevendor-app-agreement](http://www.safevisitorsolutions.com/safevendor-app-agreement) to create your account with SafeVendor. Contractor is responsible for the cost of this background check). This should meet with the Owner's approval prior to the employee starting work on the project. All contractors' personnel and employees once cleared for work will be issued a project identification badge that must be worn at all times while on site. All contractors will be expected to provide the required name, address, picture state driver's license or picture state identification card information to The Skillman Corporation Site Manager no later than 24 hours in advance of the employee coming to work at the project site.
- H. Pursuant to Indiana Code 5-16-13 Requirements for Contractors on Public Works Projects enacted by the Indiana Legislator requires, in addition to requirements already in effect, contractors to comply with the following:
1. Tier 1 –General/Prime Contractors to self-perform 15% of their total Contract.
  2. Qualification through the Department of Administration or INDOT requirement in accordance with IC 4-13.6-4.
    - a. **Bids shall not be considered unless (1) the Prime Bidder and (2) all lower tiered subcontractors whose subcontract value is estimated to be \$300,000 or more are qualified at the time of the bid in accordance with IC 4 – 13.6 – 4.**
  3. Include Written Drug Testing Plan that covers all employees of the bidder who will perform work on the public work project and meets or exceeds the requirements set in IC 4-13-18-5 or IC 4-13-18-6 with Bid.
  4. Minimum Insurance Requirements \$1M/occurrence \$2M/aggregate. However, check your bidding requirements as the Owners may have higher limit requirements.
  5. Mandatory enrollment in E-Verify by all contractors down to the 4th Tier Sub Contracts and must provide the case verification number of all employees working on the project.
  6. Prohibits contractors down to the 4th Tier Sub Contract from paying employees in cash.
  7. Requirement to retain payroll records for 3 years
  8. All contractors down to the 4th Tier Sub Contract must comply with Fair Labor Act, Indiana's Workers Compensation and Unemployment Compensation Insurance.
  9. Mandatory Training Requirements based upon number of employees.
  10. Failure to comply may result in debarment from public works projects for up to 4 years.

- I. All contractors down to the 4<sup>th</sup> Tier Sub Contract must maintain general liability insurance in at least the following amounts: Each Occurrence Limit of \$1,000,000 and General Aggregate Limit of \$2,000,000. Other requirements and limits may apply see specification section 00 50 00 Schedule of Insurance Requirements.

#### **1.11 CUTTING AND PATCHING**

- A. Refer to Section 01 73 10 – Cutting and Patching, for provisions on this subject.

#### **1.12 VERIFICATIONS OF EXISTING DIMENSIONS**

- A. When verification of existing dimensions is required, the Contractor requiring said verification for the construction or fabrication of his material shall be the Contractor responsible for the procurement of the field information.

#### **1.13 PROJECT SECURITY**

- A. Each Prime Contractor shall take all reasonable precautions to prevent injury, damage or loss to people and property in, on and adjacent to the project. This shall include not only their own work or property but that of other contractors and the Owner.
- B. If deemed necessary by The Construction Manager a project wide security program may be developed for the purpose of preventing damage or loss at the project site or property adjacent thereto. Once accepted by the Owner, contractors shall comply.

#### **1.14 SCHEDULE OF CONTRACT RESPONSIBILITIES - SCOPE**

- A. Contractors shall submit their proposals based on the work included under each contract area as listed herein. Include Work necessary for a complete project, as shown on the Drawings and called for in the Specifications.
- B. Questions concerning the phasing, or "Schedule of Contract Responsibilities" should be directed to the Construction Manager, who will be the interpreter and be responsible for this Schedule of Contract Responsibilities and Contract Breakdown, prior to submitting proposals and during construction.
- C. The requirements of Division 1 are a part of the Work of each and every contract area. The Contractor for any one contract area shall be familiar with the Work and requirements of all other contract areas.
- D. Certain Specification Sections describe Work to be performed under several contract areas. (Example: 06 10 00 - Rough Carpentry.) Provide Work of this nature as required for each contract area whether or not enumerated in the Schedule of Contract Responsibilities.

- E. The following contract areas are broken down by Specifications Section conforming basically to the CSI format.
- F. The Drawings and Specifications furnished for each of the Contracts is for the convenience of the Contractor in preparing a proposal for this Project. However, each Contractor is responsible for reviewing the complete set of Drawings and Specifications to assure that Work required to be installed to complete his phase of the Work is included in his proposal. This "Schedule of Contract Responsibilities" is a definition of the work as it is to be bid on in separate contracts. Where a specific item of Work is not defined, but is normally inherent to a trade, or is included in the scope of the applicable technical revision, it will be the responsibility of that Contractor to include the Work in his proposal.
- G. This "Schedule of Contract Responsibilities" is to aid each Contractor in defining the Scope of Work to be included in his proposal. However, omissions from this "Schedule of Responsibilities" do not relieve the Contractor from including in his proposal that Work which will be required to complete his Contract. Each Contractor should read the "Schedule of Contract Responsibilities" completely to familiarize himself with the Work of other Contractors that may have Work in adjacent areas and to coordinate the interfacing problems that may occur as the work is assembled and constructed.
- H. Where specific Work is to be completed under a particular phase of the Project and the Work is wholly or partially completed by other trades because of the type of work involved or jurisdictional trade agreements, the Contractor will be responsible to subcontract the Work as necessary to complete the Work included in his Contract. No delay in the Work will be allowed due to the failure of the Contractor to subcontract related work required by jurisdictional trade agreements.

#### **1.15 COORDINATION OF WORK**

- A. Each Contractor is responsible to coordinate his Work with the Work of other trades and other Contractors and requirements of the school system. The Contractor must make space allowances for the Work of other Contractors; provide necessary openings where indicated or implied by the Drawings and Specifications. Each Contractor is responsible to protect his own Work.

#### **1.16 TIME OF COMMENCEMENT AND COMPLETION**

- A. The Contractor shall commence work within ten (10) days after being notified in writing to proceed and shall complete the Work within the time limitations established in the Form of Agreement.
  - 1. It is anticipated that construction will start within **(20)** calendar days after receipt of bids.
  - 2. Construction shall be complete within **(52)** consecutive calendar days, or earlier, after Notice to Proceed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

**3.01 SCHEDULE OF CONTRACT RESPONSIBILITIES**

**3.02 GENERAL REQUIREMENTS**

A. PROVIDED BY OWNER THROUGH THE CONSTRUCTION MANAGER

Section	01 32 00	Schedules and Reports
Section	01 45 10	Testing Laboratory Services

B. PROVIDED BY CONTRACTORS

Section	01 12 00	Multiple Contract Summary
Section	01 21 00	Allowances
Section	01 23 00	Alternates
Section	01 25 00	Contract Modification Procedures
Section	01 28 00	Schedule of Values
Section	01 29 00	Applications for Payment
Section	01 31 00	Project Meetings
Section	01 32 00	Schedules and Reports
Section	01 33 00	Submittal Procedures
Section	01 40 00	Quality Requirements
Section	01 45 10	Testing Laboratory Services (Paragraph 1.05)
Section	01 50 50	Temporary Facilities and Controls
Section	01 51 50	Temporary Water
Section	01 51 60	Temporary Sanitary Facilities
Section	01 51 80	Temporary Fire Protection
Section	01 52 60	Rubbish Container
Section	01 53 10	Fences (Temporary Security)
Section	01 53 20	Tree and Plant Protection
Section	01 54 60	Environment Protection
Section	01 54 80	Utility Protection
Section	01 56 20	Dust Control
Section	01 56 90	Housekeeping & Safety
Section	01 57 60	Project Signs
Section	01 59 20	Offices and Sheds
Section	01 72 50	Work Layout
Section	01 73 10	Cutting and Patching
Section	01 77 00	Contract Closeout

All Contractors shall provide their Superintendents with radios capable of handling multiple channels and compatible with radios used by the Construction Manager.

Autodesk Build is replacing PlanGrid. Autodesk Build does not require users to purchase a license. Contractors will be invited to the project and required to use this tool. Autodesk Build will be used as the Current Set and As-Built Record

Drawings. Additionally, it will be used to track Issues for Safety, QA/QC, Non-Compliance Issues, Work Completion List and Punch List. Autodesk Build along with the BIM Collaboration tool will facilitate overhead coordination and clash detection. Contractors shall participate and provide BIM Models of their work to facilitate this coordination.

**3.03    BID CATEGORIES**

- A.    BID CATEGORY NO. 1 - MASONRY  
General Requirements in Paragraph 3.02.B above.

Section	04 01 20.99	Maintenance of Unit Masonry
Section	07 92 00	Joint Sealants

Clarification No. 1:

The **Bid Category No. 1 Contractor** is responsible for removing any dirt and mud that is tracked on public roadways on a daily basis.

Clarification No. 2:

The **Bid Category No. 1 Contractor** is responsible for providing adequate dust control when performing work on the exterior or interior for grinding existing motor joint, saw cutting, and mixing mortar onsite. This can be achieved by either vacuum, water control, and or visqueen enclosures.

Clarification No. 3:

The **Bid Category No. 1 Contractor** is to include in his bid, sweeping compound and a total of 20 man-hours for general building and site clean-up (or other work) to be performed by a skilled laborer at the direction of the Construction Manager throughout the duration of the project.

Clarification No. 4:

The **Bid Category No. 1 Contractor** is to include \$4,000 in their bid for costs associated with the submittal website and document management subscription.

END OF SECTION 01 12 00