

SECTION 00 02 00 - NOTICE TO BIDDERS

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received:

By: Duneland School Corporation
601 W. Morgan Ave.
Chesterton, IN 46304

For: Bailly Elementary School Gymnastics Renovation
800 S. 5th Street
Chesterton, IN 46304

At: Duneland School Corporation - Administration Center
601 W. Morgan Ave.
Chesterton, IN 46304

Until: 11:00 AM (CST), on April 30, 2024

Bid Opening: Bids will be publicly opened and read aloud at **11:00 AM (CST), on April 30, 2024**, in the Administrative Center.

All work for the complete construction of the Project will be under one or more prime contracts with the Owner based on bids received and on combinations awarded. 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

Prime and Non-Prime Contract Bidders must place an order on 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, 2824 E. Michigan Blvd., Michigan City, IN 46360, Phone (219) 872-9111

A Pre-Bid Conference will be held on **April 16, 2024 at 11:00 AM (CST), at Bailly Elementary School. A picture ID will be required.** 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 Contracts.

Contractors submitting bids for the performance of any Work as specified in this building Project should make such Bids to **Duneland School Corporation**. Contractors are advised that the Contract as finally entered into with any successful Bidder may be entered into with either the School Corporation or the Building Corporation or certain portions of the Contract may be entered into by both the School Corporation and the Building Corporation.

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.

Duneland School Corporation
By: Dr. Chip Pettit, Superintendent

END OF SECTION 00 02 00

SECTION 00 10 00 - INSTRUCTIONS TO BIDDERS

To be considered, bids must be submitted in accordance with these Instructions to Bidders.

PART 1 - GENERAL

General Information Notes

- A. Definitions set forth in the amended General Conditions of the Contract for Construction, In Section 00 70 00, are applicable to these Instructions to Bidders.
- B. Communications for the administration of the Contract shall be as set forth in the amended General Conditions and, in general, shall be through the Construction Manager.

1.01 DOCUMENTS

- A. Prime Bidders shall obtain complete sets of Bidding Documents at www.skillmanplanroom.com.
- B. Non-Prime Bidders may select individual sheets. Non-Prime Bidders shall identify sheets requested. The Construction Manager/Architect shall not be responsible for choosing correct sheets for Non-Prime Bidders.
- C. Failure to Execute Contract Documents: In the event the Bidder withdraws the bid or fails to execute a satisfactory Contract and furnish a satisfactory Contract Performance Bond and Payment Bond with a surety company in accordance with Article 1.16 of these Instructions to Bidders within 10 days after a contract has been awarded to the Bidder may forfeit their bid security required herein.
- D. Test Boring Data concerning subsurface materials or conditions which are based upon test pits or test borings has been obtained by the Owner for the Architect's use in designing Project. A copy of this report is included in this Project Manual as Section 00 20 00. Its accuracy or completeness is not guaranteed by the Owner, Architect or Construction Manager and in no event is it to be considered as part of the Contract Drawings and Specifications. The Contractor must assume all responsibility in excavating for this Project and shall not rely on subsurface information obtained from Architect, Construction Manager, or Owner. Bidders shall make their own investigation of existing subsurface conditions; neither Owner, Construction Manager, nor Architect will be responsible in any way for additional compensation for excavation work performed under the Contract due to Contractor's assumptions based on Test Boring Data prepared solely for Architect's use.

1.02 BIDDERS' EXAMINATION AND REPRESENTATION

- A. Before submitting a bid, each Bidder should carefully examine the Documents and the construction site and fully inform himself with the limitations and conditions related to the Work included in his bid and shall include in his Bid a sum to cover the cost of such items. Contractors will not be given extra payments for conditions, which could have been determined by examining the site and the documents.
- B. It is the purpose and intent of the Contract Documents that a fully complete job be accomplished. It shall be each Bidder's responsibility to include the costs necessary to provide labor and materials for that portion of the Work bid upon, including incidentals, whether or not specifically required in the Specifications and Drawings.
- C. Each Bidder by making his bid represents that he has read and understands the bidding documents.
- D. Each Bidder by making his Bid represents that he has visited the site and familiarized himself with the local conditions under which the Work shall be performed.
- E. Each Bidder shall be responsible for being completely familiar with the work of other bid package(s), which require interface of Work with the bid package(s) on which the Bidder is bidding.
- F. No allowance shall be subsequently made on behalf of a Bidder by reason of an error or oversight on its part resulting from its failure to so examine the Construction Documents for the other trades.
- G. Each Bidder understands that past acceptance of products does not assure acceptance on this Project. Products not specifically specified require requests for approval prior to bid due date.
- H. This is a construction management project. **There is no General Contractor.** All Contractors on this Project are considered Prime Contractors. The Owner will award separate Contracts for all Bid Categories involved in the Project. The Project will be managed and coordinated by the Construction Manager, as a representative of the Owner.
- I. Safety Program. Each Contractor and subcontractor is responsible for the safety and security of employees and Work areas under their control and will, therefore, provide a written safety and HAZCOM program to The Skillman Corporation for jobsite file.

1.03 QUALIFICATIONS OF BIDDERS

- A. The Owner shall have the right to take such other steps deemed necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish the Owner such data for this purpose as requested.
- B. Each Bid and each exact copy thereof must be accompanied by a financial statement on the format of Indiana Form No. 96 (revised 2013), as prescribed by the State Board of Accounts of Indiana. This shall clearly show the Bidder's financial resources, his construction experience, his organization, and equipment available for Work contemplated.

1.04 CLARIFICATION OF BIDDERS' QUESTIONS

- A. Questions for this Project shall be directed to the Construction Manager and the Architect.
- B. Each Bidder is responsible for calling to the attention of the Construction Manager and the Architect ambiguities, inconsistencies, discrepancies, errors, or omissions, which occur in the Contract Documents for his part of the Work. Failing to request clarification, the Bidder will be expected to overcome such conditions without additions to his bid prices.
- C. Prospective Bidders in doubt as to the true meaning of a part of the Drawings, Specifications, or other Contract Documents shall submit to the Construction Manager and the Architect, not less than ten (10) days before the date of the bid, a written request for interpretation and clarification.
- D. Bidders are instructed to request interpretations and the issuing of Addenda if the Contract Documents call for materials, equipment, or methods which adversely affect the cost or quality of the Project or are unavailable.

1.05 APPROVAL BEFORE BIDDING

- A. If a contractor preparing bids for submission on the Work is in doubt as to the acceptability of a manufacturer's material or equipment, under the requirements as set forth in the Specifications, he shall require that representatives of the proposed manufacturer or supplier contact the Architect and request a ruling on the acceptability of the material or equipment in question. The contact should be made within the time herein required before the date scheduled for the closing of bids, so that an Addendum can be issued to clarify the situation.
- B. It is not possible to set the time allowance for the resolution of every problem; however, the time allowed shall not be less than 10 days before bid date. Each party requesting a ruling under this Article shall be responsible for the proper evaluation of the time involved and shall submit his request in ample time, as determined by the Architect, to process it.

- C. Prior to receipt of bids, the Architect will consider proposals for substitution of materials, equipment, and methods only when such proposals are submitted in writing within the time period stated before the date and time set for receipt of bids and are accompanied by full and complete technical data and other information required by the Architect to evaluate the proposed substitution.
- D. Requests for product approval shall be submitted on sample form following this Section and sent to: **Gibraltar Design, 9102 North Meridian Street Suite 300, Indianapolis, IN 46260, Joe Briggs, jbriggs@gibraltardesign.com.**

1.06 ADDENDA

- A. Additional information required by the Bidders, revisions in the Work, changes or additions, discrepancies in the Bidding Documents, or clarifications will be in the form of addenda written by the Architect and issued by the Construction Manager to Prime Bidders of Record as of the date of such addenda.
- B. The Owner, Architect and Construction Manager reserve the right to issue addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving bids.
- C. All addenda will be posted on www.skillmanplanroom.com and each Bidder of Record Shall be notified. Prospective Bidders requesting a copy shall be directed www.skillmanplanroom.com. Bidders who will submit a bid to the Owner with the intent of entering into a Contract with the Owner and are registered plan holders on www.skillmanplanroom.com are considered “Bidders of Record”. Copies of addenda will be available for inspection wherever Contract Documents are on file for that purpose.
- D. Bidders are responsible for acquiring each issued addendum in time to incorporate them into their proposal.
- E. In the event delivery of addenda to Bidders is delayed, for reasons not the fault of the Bidders, the Owner may be requested to allow a reasonable extension of time for the opening of bids, to permit inclusion of such addenda.
- F. Each Bidder shall enumerate in his Bid each addendum he has received.
- G. If a Bidder fails to indicate receipt of each addendum through the last addendum, issued by the Architect and Construction Manager, on its Bid Proposal Form, the bid of such Bidder shall:
 - 1. Clearly indicate that the Bidder received the addendum, such as where the addendum added another item to be bid upon and the Bidder submitted a bid on that item; or

2. Indicate the addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect, as determined by the Construction Manager on price, quantity, quality, or delivery of the item bid upon.

Failure to include either item above will be reason to deem the bid non-responsive.

1.07 ALTERNATES

- A. Requested alternates are listed on the Bid Proposal Form and are described in detail under Section 01 23 00 - Alternates, Division 1 - General Requirements. They must be bid with base bid. NOTE: The terms "alternate" and "alternative" are used interchangeably to have the same meaning in this Project Manual and on the Drawings.
- B. The cost of each alternate shall include omissions, additions, and adjustments of trades as may be necessary because of each change, substitution, addition, or omission.
- C. Each Bidder shall be responsible for bidding alternates which affect the Work of the base bid he is bidding, regardless of whether listed or not listed on the Supplemental Bid Proposal Form. If an applicable alternate(s) is not listed on the Supplemental Bid Proposal Form, the Bidder shall submit on his letterhead the cost of said alternate(s). No additional costs will be allowed after signing of Contract for failure to bid applicable alternates.
- D. The Owner retains the right to include or exclude work required by Alternates, for the sums established exercisable within sixty days (60) days from the date of the Contract.

1.08 UNIT PRICES – NOT USED

1.09 ARCHITECT'S AND CONSTRUCTION MANAGER'S COOPERATION DURING BIDDING PERIOD

- A. Each Bidder is encouraged to contact the Architect and Construction Manager in the event that problems occur, or questions arise in analyzing the Drawings and Specifications, where additional clarification or information would be helpful in the preparation of a proper bid.
- B. The Architect and Construction Manager will cooperate fully in connection with requests, and will provide information required, providing the Architect's and Construction Manager's ethical responsibilities are not encroached upon. This will include, upon request, providing information in order to clarify basic intentions of the Specifications; and other assistance as may be helpful in the preparation of a proper, competitive bid.

- C. It is the general policy of the Architect and Construction Manager to be as helpful as possible to Bidders, insofar as is consistent with fair and open competition.

1.10 BIDDING PROCEDURES

- A. Each bid shall be submitted on the Bid Form and sealed in an envelope clearly marked as containing a bid, indicating the Project Name, the Bidder's name, the bid package (scope), the date and time of the bid opening, Owner's address, and address to where bid is delivered on the envelope.
- B. Every Bidder on a Public Works Project shall comply with the Indiana Public Works Law in accordance with Indiana Code 5-16-13 to include the provisions listed herein:
 - 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.
- C. Any substantial change, alteration, or addition in the wording of the Bid Form may cause a bid to be rejected as not responsive for award of a Contract.

- D. Unless the Bidder withdraws the bid as provided in Article 1.12 hereof, the Bidder will be required to comply with all requirements of the Contract Documents, regardless of whether the Bidder had actual knowledge of requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
- E. Bids shall be executed upon the Bid Proposal Form provided, and relevant blank spaces in the form shall be written in ink and not in pencil. The signature shall be in longhand and the completed form shall be without interlineation, alteration, or erasure. Each Bidder is required to bid every item called for, including alternate and unit costs.
- F. The Bidder shall show all bid amounts in both words and figures. In case of a conflict between the words and figures, the amount shown in words shall govern, where such words are not ambiguous. When the Bidder's intention and the meaning of the words are clear, omissions or misspelling of words will not render the words ambiguous.
- G. Any alteration or erasure of items inserted on the Bid Form shall be initialed by the Bidder.
- H. A bid is non-responsive if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Notice To Bidders, or prior to extension thereof issued to the Bidders.
- I. Telecommunicated bids will not be considered.
- J. Bids which are not signed by the individuals making them shall have attached thereto a Power of Attorney evidencing authority to sign the bid in the name of the person for whom it is signed. Bids, which are signed for a partnership, shall be signed by the partners, or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a Power of Attorney evidencing authority to sign the bid, executed by the partners.
- K. Each Bidder shall enumerate in his bid the addenda he has incorporated into his proposal.
- L. It is the Bidder's responsibility to include in his bid the costs necessary for a completed and finished project for items of Work bid upon.
- M. **Submit bids in duplicate** with Bid Security and other requested supplemental material attached; properly and completely executed.
- N. When an alternate is listed on the bid Form, the Bidder shall fill in the applicable blank with an increased or decreased bid amount. The Owner reserves the right to accept or reject any or all bids on alternates, in whole or in part, and in any order.

- O. If no change in the bid amount is required, indicate “No Change”.
- P. A blank entry or an entry of “No Bid”, “N/A”, or similar entry on any alternate affecting the Contractor’s scope of work, will cause the bid to be rejected as non-responsive only if that alternate is selected.
- Q. If an alternate is not selected, an entry as listed in paragraph hereinbefore on that alternate will not, by itself, render a bid non-responsive.
- R. In a combined bid, a blank entry, or an entry of “No Bid”, “N/A”, or similar entry on an alternate will cause the bid to be rejected as non-responsive only if that alternate applies to the combined bid and that alternate is selected.
- S. Proposals for Work shall not include the Indiana Sales Tax for materials to be incorporated into this Project. The owner will provide necessary tax exemption forms.
- T. Out-of-state Bidders, which are corporations, shall submit their Certificate of Authority to transact business in the State of Indiana with their bid.

1.11 BID SECURITY

- A. The amount of bid security required, and the type acceptable, is defined in the Notice to Bidders. The Surety for bid security shall be one complying with the requirements of these Instructions to Bidders.
- B. Bid security of the two (2) Apparent Low Bidders may be held following the bid opening, for not more than the maximum number of days stipulated in the Notice to Bidders, unless the Owner and Bidders agree otherwise; except that in the event a Bidder has been awarded the Contract and has failed to execute same or furnish proper performance and payment bonds, then the bid security of such Bidder will be subject to forfeiture, and the next responsive Bidder, if tendered the Contract, will be subject to the same provisions as hereinbefore set forth. Should the award fall to the third responsive Bidder because of default of the previous two Bidders, the same condition will apply to the third Bidder as hereinbefore set forth.
- C. The bid security of Bidders, other than the three (3) apparent Low Bidders for each category, may be returned within three (3) days after the opening of bids, at the Owner's or Construction Manager's option.
- D. The bid security of the two (2) apparent Low Bidders will be returned within forty-eight (48) hours after the Form of Agreement has been executed, upon request.
- E. In the event that the Owner should decide to reject all bids, the bid securities will be returned within 72 hours following that decision.
- F. Bid security is subject to forfeiture if a bid is withdrawn during the time period bids are to be held.

- G. The two (2) low Bidders will be required to submit a complete list of subcontractors, material suppliers, and products on Section 00 43 50 – Subcontractors and Products List, to the Construction Manager within 48 hours, after being notified by the Skillman Corporation. Failure to submit this information within the required time may be considered as grounds for rejection of the bid.
- H. Manufacturers approved by addenda may be written in appropriate location.
- I. If Bidder awarded the Contract fails to indicate a specific product or manufacturer or lists multiple products and manufacturers for the same product, that Bidder (Contractor) shall provide the first listed product and manufacturer in the specification section.

1.12 MODIFICATION OR WITHDRAWAL OF BID PROPOSAL

- A. A Bidder may withdraw his bid prior to the scheduled time for the receipt of bids, without forfeiture of bid security. If a postponement of the time for receiving bids is made, the new time established therein shall be the time within the meaning of this Article.
- B. Bids may be modified prior to bid opening time.
- C. After commencement of the opening of bids, no Bidder may recall his bid.

1.13 OPENING OF BIDS

- A. The Notice to Bidders indicates the time and place fixed for opening of bids.
- B. Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered responsive.
- C. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed and identified.
- D. The amounts involved in alternates requested will be read or disclosed as part of the requirements of this Article. Voluntary alternates will not be considered.
- E. The Owner reserves the right to delay the time for opening of bids when, in his judgment, it is desirable or necessary.

1.14 DISQUALIFICATION

- A. The Owner reserves the right to reject each and every Bid, to waive formalities or informalities in bidding, to accept or reject alternates regardless of their order or sequence.

- B. The right is reserved to reject a Bid where an investigation of the available evidence of information does not satisfy the Owner that the Bidder is responsible to perform the terms of the Contract Documents.
- C. Only “bona fide” bids in a definite stated amount, without special clauses governing price of labor and material increases, will be considered. The Contract shall not include what is commonly known as an “Escalator Clause”.
- D. Bids which contain qualifications or conditions that are contrary to the text or intent of the Contract Documents, and which are inserted in the bid for the purpose of limiting or otherwise qualifying the responsibility of the Bidder, outside of the text or intent of the Contract Documents, will be determined to be non-responsive.
- E. Failure to submit the requested information with the bid shall be grounds for rejecting the bid.
- F. The ability of the Bidder to obtain or qualify for a performance bond or payment bond shall not be regarded as a sole test of such Bidder's competence or responsibility.
- G. The Bidder acknowledges the right of the Owner to reject bids and to waive informalities or irregularities in bids received. In addition, the Bidder recognizes the right of the Owner to reject a bid if the Bidder failed to furnish the required bid security or to submit the data required by the bidding Documents or if the bid is incomplete or irregular.

1.15 DETERMINATION OF LOWEST RESPONSIBLE AND RESPONSIVE BID

- A. Subject to the right of the Owner to reject each and every bid, the Owner will award the Contract for the Work to the Bidder submitting the lowest responsive and responsible bid. In making their determination the Owner may take into consideration not only the amount of the bid but also:
 - 1. Whether the Bidder has submitted a bid or quote that conforms in all material respects to the specifications.
 - 2. Whether the Bidder has submitted a bid that complies specifically with the Invitation to Bid and the Instructions to Bidders.
 - 3. Whether the Bidder has complied with all applicable statutes.
 - 4. The ability and capacity of the Bidder to perform the Work.
 - 5. The integrity, character, and reputation of the Bidder.
 - 6. The competence and experience of the Bidder.
- B. The failure to submit the requested information on a timely basis may result in the determination that the Bidder is not responsible.

- C. In addition to the above items, the Owner will consider awarding Work if the intent of the Guideline Schedule and completion of Work can be met within the specified number of consecutive calendar days.

1.16 PERFORMANCE BOND AND PAYMENT BOND

- A. The successful Bidder, awarded the Contract on this Project and prior to the execution of the Form of Agreement, shall provide a Performance Bond and Payment Bond, covering the faithful performance of the Contract and the payment of obligations arising thereunder in a penal sum equal to 100 percent of the amount of the Contract sum. Said bonds shall remain in effect for 12 months after date established as start of one-year correction period. Premiums shall be included and paid-for by the Contractor.
- B. Bonds shall be submitted on an AIA Doc. A312.
- C. The Bidder shall deliver the required bonds to the Owner not later than the date of execution of the Contract.
- D. The Bidder shall require the attorney-in-fact that executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney indicating the monetary limit of such power.
- E. Surety Company shall comply with the following:
 - 1. Insurance and Surety Companies shall be deemed qualified and acceptable to the Owner in connection with Contractor bonding and insurance requirements under said Contracts only if such companies have a policy holders rating of “A+”, “A”, or “A-“, a financial category not less than Class VII as shown on Best’s Key Rating Guide, latest edition; provided, however, that the bond is furnished by one of the aforesaid qualified Sureties who is also listed in the Department of the Treasury Circular 570, Volume 41, No. 132 Part V (Federal Register) and is licensed in the State of Indiana and the penal sum of the bond does not extend the underwriting limitation set forth in the subject Circular, unless the excess, if any, is reinsured with the approval of the Owner.
 - 2. Bonds shall be executed and be in force on the date of the execution of the Contract.
 - 3. The bonds shall be made out for not less than 100 percent of the entire amounts due under the Contract and shall make provisions to cover additional amounts which may be authorized as provided for under changes in the work; and authorized as provided for under changes in the work; and authorized extensions of time by either making provisions for such additional items in the text of the bond or by the issuance of an amendment or rider to provide for such additional coverage.

1.17 EXECUTION OF THE CONTRACT

- A. Subsequent to the award, and within ten (10) days after the prescribed Form of Agreement is presented for his signature, the Awardee shall execute and deliver them to the Owner through the Construction Manager, in such number of counterparts as the Owner may require.
- B. The failure of the Awardee to execute such Contract and to supply the required bonds when the Agreement is presented for signature or within such extended period as the Owner may grant, based upon reasons determined adequate by the Owner, shall constitute a default; and the Owner may either award the Contract to the next responsible Bidder or re-advertise for bids. In the event of default, the Owner shall have the right to declare the amount of the bid security forfeited. It shall be a further condition that the Owner shall not collect more on a defaulted Bid than the difference between the defaulted bid amount and the bid of the firm to which the award is made, after giving due weight and consideration to alternates accepted.

1.18 TIME OF COMMENCEMENT AND COMPLETION

- A. The Contractor shall commence work within ten (10) days after the effective date of the Contract, or when notified in writing to proceed, and shall complete the Work within the time limitations established in the Form of Agreement, these instructions to Bidders, and in Section 01 12 00 – Multiple Contract Summary.
 - 1. It is anticipated that construction will start within **30** calendar days after receipt of bids.
 - 2. Construction shall be complete within **103** consecutive calendar days, or earlier, after Notice to Proceed.
 - 3. See Section 01 32 00 – Schedules and Reports, for Guideline Project Schedule.

1.19 WAGE RATES – NOT APPLICABLE

1.20 COMBINED BIDS – NOT APPLICABLE

1.21 LIST OF MAJOR SUBCONTRACTORS, SUPPLIERS, AND MANUFACTURERS

- A. The two low responsive Bidders shall submit a listing of major subcontractors and manufacturers within two (2) working days (48 hrs.) of notification.
- B. After submission of this list by the Bidder, and after approval by the Owner, Construction Manager, and Architect, it shall not be changed unless written approval of change is authorized by the Owner, Construction Manager, and Architect.

1.22 OUT-OF-STATE CONTRACTORS

- A. Out-of-state Contractor, which is a corporation, shall obtain a Certificate of Authority from the Secretary of State, State of Indiana, Indianapolis, Indiana prior to transacting business in the State of Indiana in accordance with Indiana Code 23-1-49-1.
- B. Proof of payment of Indiana Gross Income Tax, as provided in Chapter 370, Section 2, Subsection E, Acts of 1947, shall be submitted by out-of-state Contractor before final payment will be approved.
- C. If the out-of-state Contractor is not a corporation or is a corporation but does not obtain authorization to do business in the State of Indiana, taxes will be withheld by the Owner.

END OF SECTION 00 10 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. The party which obtained the 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 supplying 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 Construction Manager will secure 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 sub-contractors.

- 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, the 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 (4th) tier.

- G. The Owner is requiring that all contractors' personnel and their onsite employees and subcontractors submit to expanded history and child protection index check. Contractors shall enroll in the Safe Vendor Program through Safe Hiring Solutions www.safehiringsolutions.com. Enrollment in Safe Vendor will ensure contractors employees are vetted in accordance with I.C. 20-26-5-10 for expanded criminal history and expanded child protection index check. Contractor is responsible for the cost of enrollment and employee background check. 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/subcontractors

employees shall provide name, address, picture state driver's license or picture identification card and/or Safe Vendor Card to The Skillman Corporation Site Manager upon request.

- 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 4th 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 **(30)** calendar days after receipt of bids.
 - 2. Construction shall be complete within **(103)** 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 CONTRACTOR

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 50 50	Temporary Facilities and Controls
Section	01 51 60	Temporary Sanitary Facilities
Section	01 51 80	Temporary Fire Protection
Section	01 52 10	Construction Aids and Temporary Enclosures
Section	01 52 60	Rubbish Container
Section	01 56 90	Housekeeping & Safety
Section	01 60 00	Product Requirements
Section	01 71 50	Final Cleaning
Section	01 72 00	Field Engineering
Section	01 72 50	Work Layout
Section	01 73 10	Cutting and Patching
Section	01 77 00	Contract Closeout
Section	23 05 93	Testing, Adjusting, and Balancing

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**.

3.03 **BID CATEGORIES**

A. **BID CATEGORY NO. 1 - GENERAL TRADES**

General Requirements in Paragraph 3.02.B above.

Section	01 21 00	Allowances
Section	01 50 50	Temporary Facilities and Controls
Section	01 51 60	Temporary Sanitary Facilities
Section	01 52 10	Temporary Enclosures
Section	01 52 60	Rubbish Container
Section	01 72 00	Field Engineering
Section	02 41 30	Minor Demolition for Remodeling
Section	03 30 00	Concrete
Section	04 20 00	Unit Masonry
Section	05 40 00	Cold Formed Metal Framing
Section	06 10 00	Rough Carpentry
Section	07 90 00	Joint Sealants
Section	08 11 13	Standard Steel Frames
Section	08 14 16	Wood Doors
Section	08 71 00	Door Hardware
Section	09 29 00	Gypsum Board
Section	09 91 00	Painting
Section	11 66 23	Athletic Equipment
Section	23 05 00	Mechanical Materials and Methods
Section	23 07 00	Mechanical Insulation
Section	23 21 13	HVAC Piping
Section	23 82 00	Space Heating Equipment
Section	26 00 00	Electrical Work General Conditions
Section	26 05 00	Work in Existing Building
Section	26 05 26	Secondary Grounding
Section	26 05 29	Supporting Devices
Section	26 05 33	Raceways
Section	26 21 00	Wires and Cables
Section	26 24 19	Motor Starters
Section	26 27 25	Boxes
Section	26 27 26	Wiring Devices
Section	26 28 16	Disconnect Switches
Section	26 29 00	Circuits and Motor Disconnects
Section	26 51 13	Lighting Fixtures

Clarification No. 1:

Private utilities locate will be required. The **Bid Category No. 1 Contractor** is to include in their bid, any costs associated to have a private utility locate company identify all utilities on the site outside the public utility boundaries.

Clarification No. 2:

The **Bid Category No. 1 Contractor** is to include in his bid, small tools, and a total of 20 man-hours at a union laborer's pay rate (including all fringe benefits and payroll expenses) for work to be performed at the direction of the Construction Manager. At the end of the project, unused hours will be converted into a dollar amount per Wage Scale (including fringe benefits) and included as a deduct Change Order.

Clarification No. 3:

The **Bid Category No. 1 Contractor** is to include \$5,000 in their bid for costs associated with the submittal website and document management subscription. Any unused amount will be credited back to the Owner as a deductive Change Order.

Clarification No. 4:

The **Bid Category No. 1 Contractor** is responsible to provide any special requirements and grading to provide equipment access for lifts and lulls. All disturbed areas shall be restored to their original state.

Clarification No. 5:

The **Bid Category No. 1 Contractor** is to provide, maintain, and relocate the emergency access/egress for the occupied building at all locations and phases during construction to maintain the Owner's ability to have emergency access/egress. This must meet the requirements/approval of the State and Local Fire Inspectors.

END OF SECTION 01 12 00