

June 14, 2024

M.S.D of Washington Township Northview Middle School EIFS Repairs & Warehouse Building Re-Roof 8401 Westfield Blvd. Indianapolis, IN 46240

TO: ALL BIDDERS OF RECORD

This Addendum forms a part of and modifies the Bidding Requirements, Contract Forms, Contract Conditions, the Specifications and the Drawings dated May 17, 2024, by Schmidt Associates. Acknowledge receipt of the Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

This Addendum consists of ADD 1-1, Specification Section 00 10 00 - Indiana Instructions to Bidders, and Schmidt Associates Addendum No. 2 dated June 13, 2024, consisting of 1 Addendum page Addendum 2 Drawing Sheet A-210.A, and Sheet A-214.A.

A. GENERAL INFORMATION:

1. Virtual Bid Opening Link:

Microsoft Teams <u>Need help?</u> Join the meeting now Meeting ID: 294 671 515 627 Passcode: beh7vE Dial-in by phone +1 317-762-3960,,964649600# United States, Indianapolis Find a local number Phone conference ID: 964 649 600#

2. Pre-Award Meeting date and time for apparent low bidder is below. A Microsoft TEAMS link will be issued prior to the meeting.

June 21, 2024 at 10:30AM

B. <u>SPECIFICATION SECTION 00 10 00 – INDIANA INSTRUCTIONS TO BIDDERS</u>

- 1. Add the following Specification Section:
 - 00 10 00 Indiana Instructions to Bidders.

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 <u>www.skillmanplanroom.com</u>.
- 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 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 in 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 at Risk project. All Prime Bidders on this Project shall be Subcontractors to The Skillman Corporation. The Skillman Corporation may award separate or combined Contracts for Bid Categories involved in the Project.
- 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: The Skillman Corporation, attention Andrew Huehls, ahuehls@skillman.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 <u>www.skillmanplanroom.com</u> 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 <u>www.skillmanplanroom</u> 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 ALTERNATIVES

- A. Requested alternatives 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 one hundred twenty (120) days from and including the date of signing 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, prior to the date and time established in the Invitation to Bidders for the receipt of Bids.
- B. 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.
- C. 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.
- D. Each Bidder shall enumerate in his bid the addenda he has incorporated into his proposal.
- E. It is the Bidder's responsibility to include in his bid costs necessary for a completed and finished project for items of Work bid upon.
- F. Bidders are to indicate alternate pricing on their Bid Form.
- G. This Project is Tax Exempt.

1.11 BID SECURITY

- A. The amount of bid security required, and the type acceptable, is defined in the Invitation to Bidders. The Surety for bid security shall be one complying with the requirements of paragraph 1.16 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 Invitation to Bidders, unless agreed 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 forfeit, 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 two (2) apparent low Bidders for each category may be returned within ten (10) days after the opening of bids, at the Owner's or Construction Manager's option.
- D. The bid security of the two (2) apparent Bidders will be returned within ten (10) Days 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) apparent 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. Bids may be modified prior to bid opening time.

1.13 OPENING OF BIDS

- A. The Invitation 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 and the Construction Manager 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 Skillman Corporation 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 or the Construction Manager 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 nonresponsive.
- 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 each 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 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 in 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 Dual Obligee 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 of final payment. Premiums shall be included and paid-for by the Contractor.
- B. Bonds shall be submitted on AIA Doc. A312.
- C. The Bidder shall deliver the required bonds to The Skillman Corporation 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 Skillman Corporation, in such number of counterparts as The Skillman Corporation may require.

1.18 TIME OF COMMENCEMENT AND COMPLETION

- A. The Subcontractor 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 <u>45</u> calendar days after receipt of bids.
 - 2. Construction shall be complete within <u>98</u> consecutive calendar days, or earlier, after Notice to Proceed.
 - 3. See Section 01 32 00 Schedules and Reports, for Guideline Project Schedule.

1.19 COMBINED BIDS

- A. Bids shall be submitted for each individual bid category. Bids may also be submitted for a combination of two or more bid categories but may not be accepted unless individual bids have been submitted for each bid in the combination.
- B. Separate bids and combination bids may be enclosed in a single envelope.

1.20 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.

1.21 OUT-OF-STATE CONTRACTORS

- A. Out-of-state Subcontractor, 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

ADDENDUM NO. 2 JUNE 13, 2024

PREPARED BY SCHMIDT ASSOCIATES FOR: NORTHVIEW EIFS REPAIRS AND WAREHOUSE BUILDING RE-ROOF – PHASE 6A WASHINGTON TOWNSHIP, M.S.D. OF

This Addendum consists of 1 Addendum page and 2 attachment pages totaling 3 pages.

Acknowledge receipt of this Addendum by inserting its number on the Bid Form. Failure to do so may subject the Bid to disqualification. This Addendum is part of the Contract Documents.

Bidder is encouraged to verify with reprographer of record all Addenda issued (do not rely exclusively on third party plan room services).

PART 1 - CHANGES TO PRIOR ADDENDA (NOT APPLICABLE)

PART 2 - CHANGES TO THE PROJECT MANUAL (NOT APPLICABLE)

PART 3 - CHANGES TO THE DRAWINGS

Modifications described herein shall be incorporated in the Drawings. All other Work shall remain unchanged.

3.1 DRAWING SHEETS: ADDITIONS, DELETIONS AND REPLACEMENTS

DRAWING NO.	INDICATE ACTION: ADD (A), DELETE (D), DELETE & REPLACE (R),
A-SERIES DRAWINGS	
A-210.A	DELETE AND REPLACE
A-214.A	DELETE AND REPLACE

END OF ADDENDUM 2













