

SECTION 00 11 00

INVITATION TO BIDDERS

Sealed bids will be received by Kokomo School Corporation (herein referred to as the "School Corporation") at the Administrative Center, Superintendent's Office, (formerly Washington Elementary), located at 1500 South Washington Street, Kokomo, Indiana 46902 until 3:00 PM, local time, May 21, 2015 for **Kokomo Maple Crest Middle School 2015 Renovations**. Bids will be publicly opened and read aloud at the above time and place. Bids received later than such hour will be returned unopened.

Complete and detailed Drawings and Specifications for this work, including but not limited to the Instructions to Bidders, General Conditions, and General Requirements are on file and may be examined at the following places:

McGraw-Hill Construction Dodge
www.dodge.construction.com

BX Indiana/Construction League
1200 South Madison Avenue, Suite LL20
Indianapolis, Indiana 46225

Construction Software Technologies (ISQFT)
9901 Allisonville Road
Fishers, Indiana 46038
www.isqft.com

CMD Group (formerly Reed Construction Data)
www.cmdgroup.com

Gibraltar Design
9102 North Meridian Street, Suite 300
Indianapolis, Indiana 46260

Kokomo School Corporation
1500 South Washington Street
Kokomo, Indiana 46902

The successful bidder shall, upon acceptance of his bid, be required to procure and pay for a Contractor's Bond for Construction (Form 86A or AIA Form A312) in an amount equal to 110 percent of his contract price. In the case of the School Corporation, such bonds shall comply with all laws of the State of Indiana governing public contracts let by governmental units. Bids should be enclosed in a sealed envelope, addressed to the School Corporation, with the name of job and name and place of business of the bidder to which the bid relates on the envelope, all as more particularly set forth in the

Instructions to Bidders. Bids submitted by mail should be addressed to Ms. Michelle Cronk, Director of Business, 1500 South Washington Street, Kokomo, Indiana 46902.

Bids should be made on the form included in the Project Manual which is based on the Indiana State Board of Accounts Form 96 (Revised 2005), and shall be accompanied by an acceptable certified check, cashier's check, or bid bond, executed by the bidder and an acceptable surety company, payable to the order of the School Corporation, in an amount not less than five percent (5%) of the total bid.

In the event any bidder withdraws his bid or fails to execute a satisfactory contract or contracts and furnish a satisfactory performance bond or bonds within ten (10) days after a contract or contracts has been awarded to such bidder by the School Corporation, said School Corporation may declare his certified check or cashier's check or bid bond forfeited to said School Corporation as liquidated damages.

The School Corporation shall have the right:

to accept any Bid within ninety (90) days after the time of opening of the Bids, during which time no Bids shall be withdrawn;

at any time to reject any and all Bids; and

to waive all formalities or irregularities in the bidding.

Pre-Bid Meeting (Question and Answer Period): Scheduled at 3:00 pm, local time, on May 13, 2015. Refer to Instructions to Bidders for more information.

Contractors will be required to complete their work within a certain specified period as provided in Section 01 11 00 of the specifications.

Dated: April 24, 2015

KOKOMO SCHOOL CORPORATION

By: Ms. Marsha Bowling, Secretary of Its Board of Trustees

END OF SECTION

SECTION 00 21 00

INSTRUCTIONS TO BIDDERS

1 General Instructions

1.1 Bids

- A. Sealed bids for **Kokomo Maple Crest Middle School 2015 Auditorium Renovation** will be received by the Kokomo School Corporation (herein referred to as the "School Corporation") at the time and place mentioned in the published legal Invitation to Bidders, at which time and place all bids will be opened and publicly read aloud. Bids received after the designated time will be returned unopened.

1.2 Drawings and Specifications

- A. The work on this project shall be performed in accordance with the Drawings and Specifications as well as all other Contract Documents prepared by Gibraltar Design, 9102 North Meridian Street, Suite 300, Indianapolis, Indiana 46260.
- B. Drawings and Specifications for said projects are on file and may be examined at the following locations:

McGraw-Hill Construction Dodge
www.dodge.construction.com

BX Indiana/Construction League
1200 South Madison Avenue, LL20
Indianapolis, Indiana 46225

Construction Software Technologies (ISQFT)
9901 Allisonville Road
Fishers, Indiana 46038
www.isqft.com

CMD Group (formerly Reed Construction Data)
www.cmdgroup.com

Gibraltar Design
9102 North Meridian Street, Suite 300
Indianapolis, Indiana 46260

Kokomo School Corporation
1500 South Washington Street
Kokomo, Indiana 46902

- C. Copies of the Drawings and Specifications may be obtained from the office of the Architect or Eastern Engineering Supply at telephone 317-598-0661 or by ordering through www.easternengineering.com.
- D. Prime Contractors may obtain up to three sets of Drawings and Specifications for bidding at no charge.

Major Subcontractors (Mechanical, Electrical, Plumbing) may obtain one set of Documents for bidding at no charge.

Additional sets for Prime Contractors, or for other Subcontractors, may be purchased from the printer.

Bidders obtaining sets at no charge are requested to return them after bidding for use on the project.

1.3 Contract Document Interpretation

- A. Bidders requesting drawing or specification interpretation from the Architect during the bidding period should contact the persons named below at the Architect's office for the appropriate category.

Div 0 and 1	Dale Wagner (dwagner@gibraltardesign.com)	317-580-5777 x4259
Architectural	James Defalque (jdefalque@gibraltardesign.com)	317-580-5779 x4255
Food Service	Scott Reitano (scottr@reitanodesigngroup.com)	317-637-3204
Structural	Wes Harrison (wharrison@lhb-eng.com)	317-423-1550
Mechanical (HVAC)	Harlan Watson (hwatson@gibraltardesign.com)	317-580-5779 x4170
Mechanical (Plumbing)	Rusty Nichols (rnichols@gibraltardesign.com)	317 580-5779 x4239
Electrical	Fred Bowling (fbowling@gibraltardesign.com)	317-580-5779 x4247
FAX Number		317-580-5778

1.4 Preparation and Submission of Bids

- A. Bids shall be submitted on form included in the Project Manual which is based on the Indiana State Board of Accounts Form 96 (Revised 2005), prescribed by the Indiana State Board of Accounts (Bid Form).
1. Indication of Amounts:
 - a. Each bid shall have the amount written with ink or type-written in words and figures. Should there be any discrepancies between the words and figures indicating any amount in the bid, the amount written in words shall be taken as the correct amount.
 - b. Any bid may be rejected if it contains any alterations or erasures.
 2. Requirements for Signing Bids:
 - a. Any bid not signed by the individual making same shall have attached to it a Power of Attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
 - b. A bid signed for a partnership shall be signed by one of 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.
 - c. Bids which are submitted by a corporation shall have the correct name thereof and the signature of the president or other authorized officer of the corporation and secretary or an assistant secretary manually written below the corporate name following the word "by _____", and shall have affixed the corporate seal.
 3. Bond:
 - a. Each bid shall be accompanied by an acceptable certified check, cashier's check, or bid bond as provided in Acts 1969, Chapter 483, payable to the order of the School Corporation in an amount not less than five percent (5 percent) of the total bid.
 - b. In the event any bidder withdraws his bid or fails to execute a satisfactory contract or contracts and furnish a satisfactory performance bond or bonds within ten (10) days after a contract or contracts has been awarded to such a bidder by the School Corporation, said School Corporation may declare his certified check, cashier's check, or bid bond forfeited to said School Corporation as liquidated damages.
 4. Financial Statement:
 - a. Each bid shall be accompanied by a Financial Statement.

5. Non-Collusion Affidavit:
 - a. Each bidder shall furnish with his bid an affidavit that such bidder has not directly or indirectly entered into a combination, undertaking, collusion, or agreement with any other bidder or prospective bidder, or with any officer or members of the School Corporation which tends to or does lessen or destroy free competition in the letting of contracts sought for by these Instructions to Bidders.
 6. Each bid shall be enclosed in a sealed opaque envelope, properly marked with name of job and the name and place of business of the bidder, and the **Contract number** for which the bid is submitted.
- B. Before submitting a proposal, each Bidder shall examine and follow the requirements of all Contract Documents, together with all addenda, pertaining to the Work. Each Bidder shall also visit the site and any existing building or structures to verify conditions under which Work will be performed. Submission of bid will be considered presumptive evidence that the Bidder has made due allowances in his bid for all contingencies and has visited the site and is acquainted with: all existing conditions, the local facilities, potential or known difficulties, the requirements of the Contract Documents and of pertinent State or Local Codes, and the present state of labor and material markets. The Bidder will not be entitled to additional compensation for any difficulties which the Bidder could have discovered or reasonably anticipated prior to bidding.
- C. Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the Work will be performed, and the Contractor must employ, so far as possible, such methods and means in carrying out the Work as will not cause any interruption or interference with any other Contractors, Subcontractors, or Sub-subcontractors.
- D. If any person or entity contemplating submitting a bid for the proposed Work is in doubt as to the true meaning of any part of the plans, specifications, or other Contract Documents, the individual or entity must submit to the Architect a written statement for an interpretation thereof. The person or entity submitting the request shall be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made by Addendum duly issued by the Architect. No information furnished to a Bidder shall be binding on the Architect or Owner unless confirmed by an Addendum. A copy of any such Addendum shall be mailed or delivered (via hand delivery or facsimile transmission to a number provided by the prospective bidder or other method which would reasonably provide for the prospective bidders timely receipt of the Addendum) to each known person receiving a set of such Contract Documents, and to other prospective bidders that have requested to be furnished with a copy of such Addendum. Should Bidder's investigation of local codes or rules reveal stipulations contrary to requirements of these specifications, or should the Bidder be in doubt as to the intent of meaning of the documents, the Bidder shall so advise the Architect, in writing, without delay. This clause is intended to insure that each Bidder give notice of any violation, conflicts, discrepancies, or ambiguities in ample time for the

Architect to issue clarifications or corrections by means of a duly issued addendum.

- E. Each Bidder shall include in his bid all costs of labor, materials, equipment, allowances, fees, permits (except as otherwise specified), applicable taxes, insurance, and contingencies with overhead and profit necessary to produce a complete building, structure, or project, or to complete those portions of the Work covered by the bid proposal made without further cost to the Owner.

1.5 Award of Contract

- A. When Award is Effectual: The contract shall be deemed to have been awarded when notice of award shall have been duly served upon the awardee (i.e., the bidder or bidders to whom the School Corporation contemplates awarding the contract or contracts) by some officer or agent of the School Corporation duly authorized to give such notice.
- B. Withdrawal of Bids:
 - 1. Any bidder may withdraw his bid at any time prior to the scheduled time for receipt and opening of bids.
 - 2. No bid shall be withdrawn after the opening of bids without the consent of the School Corporation for a period of ninety (90) days after said opening.

1.6 Rejection of Bids

- A. The School Corporation reserves the right to reject any and all bids and to waive any formalities in the bidding.

1.7 Subcontractors and Materials

- A. A complete list of all proposed subcontractors, material suppliers, and material manufacturers for each and every item to be used to fulfill the contract requirements is to be submitted to the Architect for approval after receipt of construction bids from each low bidder so notified. Said list, upon approval, will be filed with the School Corporation and shall not be changed except by an approved Change Order.
- B. The Architect will receive the complete subcontractor and materials list proposed by the Contractor by FAX or e-mail no later than 10:00 a.m. on the day following the bidding. Said list shall be confirmed in writing within forty-eight (48) hours thereafter. If low bidders do not comply with same, Architect and School Corporation will consider the bid incomplete and may take any action required to obtain a complete and responsible bid.

1.8 Question and Answer Period (Pre-Bid Meeting)

- A. A question and answer period will be held at the **Maple Crest Middle School Cafeteria, 2727 South Washington, Kokomo, Indiana at 3:00 PM, local time, on May 13, 2015**. All bidders, both prime contractors and subcontractors, are urged to attend for the purpose of clarifying the meaning and intent of the Drawings and Specifications.

- B. Minutes of the question and answer period and instructions and interpretations by the Architect and School Corporation will be distributed to all known bidders by mail or delivered (via hand delivery or facsimile transmission to a number provided by the prospective bidder or other method which would reasonably provide for the prospective bidders timely receipt of the minutes). Said minutes, instructions, and interpretations shall be a part of the Contract Documents and shall have the same force as if they were incorporated therein.

1.9 Site Visit

- A. **A walk-thru of the existing building and site will be held immediately following the question and answer period.**
- B. **In any case, prior to bidding, all Contractors bidding on this work shall be required to make a personal inspection of the existing building and area to verify the existing dimensions, conditions, materials, and that the bidder has included all of the requirements in his bid proposal to properly complete the work.**
- C. **All bidders visiting the site MUST sign in at the reception desk at the school site to obtain proper identification to allow access to the building after 3:15 PM.**

1.10 Indiana State Gross Retail and Use Tax

- A. This statement shall apply to all Contractors bidding any division of work in anticipation of a direct contract with the School Corporation.
 - 1. All bids shall be submitted without inclusion in the bid price for the amounts, if any, of Gross Retail and Use Tax as set forth in Indiana Code Title 6 (Taxation) Article 2.5 (State Gross Retail and Use Taxes), and due the State of Indiana for services performed or material furnished in connection with the work contemplated by the Bidding. This provision shall apply both to transactions between the School Corporation and the Contractor and to transactions between the Contractor and any subcontractor or supplier furnishing service or material to the Contractor. However, any tax on rented equipment and on material not incorporated in the work shall be paid by the Contractor if assessed by the State of Indiana and shall not be paid by the School Corporation.
 - 2. The School Corporation shall pay the amount of such tax, if any, with the exceptions noted in Paragraph 1 above, in addition to the contract price. Such amounts of tax shall be separately itemized in all statements. The School Corporation shall have the right to contest the tax with the State of Indiana. The Contractor shall provide any exemption certificates permitted or required by such statute.

1.11 Material or Equipment Substitutions

- A. Contractors requesting the approval of proposed materials or equipment, other than those listed in the specifications, must submit their request in writing with supporting technical data to the Architect not later than ten (10) working days prior to bidding.

- B. Specific materials or products have been specified by the Architect to describe the effect or standard of quality desired. Wherever possible, and without prejudice to price, quality, or other considerations, local sources of labor, materials, and services shall be given preference. Generally, where the words "or equal" appear, a product of another manufacturer will be acceptable, but only if approved in writing by the Architect prior to bidding in accordance with the provisions stated in the Contract Documents and these Instructions to Bidders.
- C. Any request for approval of a material or item of equipment as an equal substitution to that specified in the Contract Documents shall be accompanied by data adequate to establish such equality and include a list of several situations wherein the substituted material has been successfully used. The Contractor's request shall also furnish all warranties or guarantees as to the quality of the substituted items. Any item submitted as a substitute shall comply in all respects with the specifications and/or catalog descriptions of manufacturers of items or materials specified by name or catalog number. The Architect's decision as to equality or relative merit of a substitution shall be final.
- D. As directed in these Bidding Instructions and prior to signing the Agreement between Owner and Contractor, the successful Bidder shall present a complete list of all materials, manufacturers and Subcontractors he proposes to use to the Architect for the Architect's approval.
- E. Voluntary Alternates: The Owner encourages the receipt of reasonable and valid voluntary alternates as a part of the bidding process. However, if a Bidder desires to propose a voluntary alternate, the Bidder must give prior written notice of the Bidder's intent to submit a voluntary alternate. Each proposed voluntary alternate will be evaluated as to its merits by the Architect and a recommendation will then be made to the Owner. The Owner will make the final decision as to acceptance or rejection of the voluntary alternate. The Owner may or may not read the voluntary alternates aloud at the bid opening.

1.12 Reference Standards

- A. Reference to Standards: Where materials or devices are identified or requested in the Contract Documents by reference to Government, Manufacturer's Association or Professional Society Standards, the pertinent sections of the latest edition of such standards shall have the same force and effect as if set forth in full in the Contract Documents.

1.13 Non-Discrimination

- A. Each Contractor, Subcontractor, and Sub-subcontractor is prohibited from discrimination in hiring or on any matter of employment. Submission of a bid on this Project is implied acceptance of the non-discrimination terms provided in the A201 General Conditions of the Contract for Construction (1997 Edition) and any supplements thereto.

1.14 Method of Bidding

- A. Each Contractor bidding on this work shall also include and incorporate within said bid all of the requirements and instructions set forth in the INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS, and GENERAL REQUIREMENTS, and further including all addenda to the bidding documents that are published prior to the hour on the date set forth for submitting bids.
- B. Each bidder shall set forth a separate amount for each Contract bid upon.
- C. A bidder may bid upon any one or more of the listed contracts. Said bidder may also present a combination bid for two of the listed contracts. Each contract contained in a combination bid shall also be bid separately.
- D. If there are any alternates that exist in this Project Manual or the Contract Documents with respect to the scope of work covered by the specific contract or contracts bid upon by a Bidder, the Bidder **MUST** specifically identify each such alternate on Bid Form page 3 and state whether each applicable alternate increases, decreases, or results in no change (N/C) to the Bidder's base bid for the contract bid upon. If a Bidder identifies all applicable alternates for the contract bid upon by the Bidder on the Bid Form 3, but the Bidder fails to indicate whether a particular alternate increases, decreases, or results in no change to the Bidder's base bid, such alternate shall be deemed part of the Bidders' base bid at no charge. Similarly, if the Bidder fails to identify any applicable alternate on Bid Form 3, then each applicable alternate that is not identified shall be deemed part of the Bidder's base bid at no charge.
- E. The work to be bid upon is as described below:

Contract		SPECIFICATION SECTION
No.	Name	
1	Maple Crest MS - Unified Bid	All Drawings, Division 0, Division 1, and All Technical Sections of the Specifications Contained in the Project Manual

- F. Schedule of Alternates: See Section 01 23 00 - Alternates, for additional information.

END OF SECTION