

**SECTION 00040
INSTRUCTION TO BIDDERS**

NOTICE

NOTICE is hereby given, Hagerman, Inc., hereinafter “Construction Manager” on behalf of the Hamilton North Public Library hereinafter “Owner,” will receive sealed bids for site improvement work at the Cicero Library.

The Construction Manager’s main point of contact shall be:

Steve Meier
Senior Estimator
Hagerman, Inc.
10315 Allisonville Road
Fishers, IN 46038
Phone: 317-577-6836
Fax: 317-577-6841
Email: smeier@hagermangc.com

SCOPE OF WORK

The scope of work to be performed at the Cicero Public Library, located at 209 W Brinton Street, Cicero, Indiana 46034, includes, but is not limited to, site demolition, earthwork, concrete, asphalt paving and landscaping. The work includes furnishing all labor, material, tools, equipment, layout, and supervision incidental to and required to complete the following bid packages:

1. Bid Package #1 – Earthwork
 - a. Erosion and sediment control measures in accordance with the contract documents. Maintenance functions will be performed during this subcontractor’s duration on site.
 - b. Tree protection fencing if applicable.
 - c. Clearing and grubbing within the limits of disturbance
 - d. Selective demolition as noted
 - e. Backfilling and compacting of disturbed areas
 - f. All earthwork including excavating, backfill, compacting, grading, and proof roll site to proposed subgrades
 - g. All excess excavations and spoils to be hauled off-site
 - h. All final contours and subgrades will be left to design elevations plus or minus one tenth of a foot (+/- 0.10 ft.) unless a more strict tolerance is required by the contract documents.
 - i. All utility work as noted
 - j. All tap or tie in fees required by utility companies
 - k. Future underground conduits
 - l. Seeding of disturbed areas
 - m. Layout and surveying from established benchmarks
 - n. Layout and striping
 - o. This package is not responsible to relocate light poles or power feeds
 - p. This package is not responsible for any work with the proposed geothermal well field

2. Bid Package #2 – Asphalt Paving
 - a. Concrete work including paving, sidewalks, curbs, and ramps
 - b. Joint sealants as indicated for this scope
 - c. Stone sub-base and final grading
 - d. Asphalt paving as specified and detailed
 - e. Detectable warning surfaces
 - f. Wheel stops, striping, and signage as indicated
 - g. Excavation and backfill as required for your work
 - h. Hauling of spoils generated from your work

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PRE-BID CONFERENCE

A pre-bid meeting for the work being performed at the Cicero Public Library will be held at 3:00 P.M. local time on May 23, 2018 at Hagerman's office located at 10315 Allisonville Road, Fishers IN 46038

All subcontractors, suppliers, small, minority or women owned enterprises and other interested parties are invited to attend.

BID DOCUMENTS

Bid Documents will be available on or after May 15, 2018.

Bid Documents may be examined for free at the following locations:

Hagerman, Inc.
Plan Room
10315 Allisonville Road
Fishers, IN 46038

Paper copies of the Bid Documents may be obtained at Bidder's cost from:

Eastern Engineering Supply
9901 Allisonville Road
Fishers, IN 46038
Phone: 317-598-0661
Web: www.easternengineering.com

Digital/Electronic copies of the Bid Documents may be obtained through Hagermans bid solicitation software by making a written email request to:

Steve Meier
Senior Estimator
Hagerman, Inc.
Email: smeier@hagermangc.com

EXAMINATION OF SITE AND DOCUMENTS

The Bidder shall carefully study and compare the Bid Documents with each other and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Contractor errors, inconsistencies or ambiguities discovered.

Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Construction Manager's main point of contact no less than five (5) calendar days prior to the date for receipt of Bids.

Interpretations, corrections, and changes to the Bid Documents will be made by Addendum. Interpretations, corrections and changes to the Bid Documents made in any other manner will not be binding and Bidders shall not rely upon them.

PRE-BID QUESTIONS

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No pre-bid questions will be considered prior to receipt of Bids unless written request has been received by the Construction Manager's main point of contact at least five (5) calendar days prior to the date for receipt of Bids.

If the Owner and or Architect respond to pre-bid questions prior to the receipt of Bids, such responses will be set for in an Addendum. Bidders shall not rely upon responses to questions made in any other manner.

REQUESTS FOR SUBSTITUTION

The materials, products and equipment described in the Bid Documents establish a reference standard of required design, function, dimension, appearance, quality, strength, durability, usefulness, serviceability, spare parts availability, operating cost, convenience and for purpose intended and must be met by any proposed substitutions.

It shall be the Bidder's responsibility to meet the listed requirements if it intends to utilize any of the Acceptable Manufacturers in lieu of the reference standard.

No request for substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Construction Manager at least five (5) calendar days prior to the date for receipt of Bids. The burden of proof of the merit of the proposed substitution is upon the proposer. The Owner and or Architect's approval or disapproval of a proposed substitution shall be final.

If the Owner and or Architect approve a proposed substitution prior to the receipt of Bids, such approval will be set for in an Addendum. Bidders shall not rely upon approval made in any other manner.

ADDENDA

Addenda, if any, will be made available to all Bidders who are known by the Construction Manager to have received a complete set of bidding documents.

No Addenda will be issued later than two (2) calendar days prior to the date for receipt of Bids, except an Addendum withdrawing the request for bids or one which includes postponement of the date for the receipt of Bids.

Each Bidder shall ascertain prior to submitting a bid that it has received all Addenda issued, and the Bidder shall acknowledge its receipt in the Bid.

ALLOWANCES, UNIT PRICES AND ALTERNATES

Allowances, if any, shall be used by the Bidder to pay the Cost of the Work per Construction Manager's written direction. Allowances are firm for the life of the project. Any unused Allowances shall be returned upon the final accounting of the Work.

Unit Prices, if any, shall include all labor, material, tools, equipment, applicable taxes, insurance, licenses, permits, supervision, engineering, incidentals, overhead and profit, necessary or required for the complete performance of the Work. Unit prices shall be firm for the life of the project.

Alternates, if any, shall include all labor, material, tools, equipment, applicable taxes, insurance, licenses, permits, supervision, engineering, incidentals, overhead and profit, necessary or required for the complete performance of the Work. Alternate prices shall be firm for the life of the project.

BID SUBMISSION

Sealed bids must be received by Hagerman, Inc., located at 10315 Allisonville Road, Fishers, IN 46038, no later than 2:00 P.M. local time on June 7, 2018. Bids received after such hour will be returned unopened.

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Bids shall be enclosed in a sealed opaque envelope. Each envelope must bear the title of the Project, the name, address and phone number of the Bidder, and the bid items submitted. All bids must be submitted on the bid forms as identified in the Bid Documents.

The work to be performed and the bid to be submitted shall include sufficient and proper sums for all labor, material, tools, equipment, taxes, insurance, licenses, permits, supervision and engineering incidental to and required for the complete performance of the work. All bids are to be in strict accordance with the Bid Documents. A conditional or qualified Bid will not be accepted.

Owner is committed to providing an equal opportunity for participation of Minority, Women, or Veteran Owned Business ("XBE") firms. Owner extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal opportunity to compete for business and strongly encourages voluntary utilization of disadvantaged and/or minorities to reflect both industry and community ethnic composition. Bidders shall take all necessary and reasonable steps to ensure that XBE firms have the maximum opportunity to compete for and perform work on this project.

Bidders shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, religion, gender, national origin, age, disability, or veteran status, nor otherwise commit an unfair employment practice. Bidders will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, creed, color, religion, gender, national origin, age, disability or veteran status.

Each bid shall be accompanied by a certified check or acceptable bidder's bond made payable to the Owner, in a sum of not less than five percent (5%) of the total amount of the highest aggregate bid, which check or bond will be held by the Owner as evidence that the bidder will, if awarded the contract, enter into the same with the Owner upon notification from him to do so within ten (10) days of said notification.

Approved performance and payment bonds guaranteeing faithful and proper performance of the work and materials, to be executed by an acceptable surety company, will be required of the Subcontractor at the time of contract execution. The bonds will be in the amount of one hundred percent (100%) of the Contract Price and must be in full force and effect throughout the term of the Construction Contract plus a period of twelve (12) months from the date of substantial completion.

Award will be made to the low, responsive, responsible bidder.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bid may be withdrawn after the scheduled closing time for receipt of bids for at least ninety (90) days.

The Owner reserves the right to reject any bid, or all bids, or to accept any bid or bids, or to make such combination of bids as may seem desirable, and to waive any and all informalities in bidding.

The Owner reserves the right to accept any Alternates in any order or combination, unless otherwise specifically provided in the Bid Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and any Alternates accepted.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the project throughout.

END OF SECTION