

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

**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received:

By: Whitley County Consolidated Schools  
107 N. Walnut Street  
Columbia City, IN 46725

For: SR 9 Turn Lane and Passing Blister  
Columbia Township, Whitley County, State of Indiana  
INDOT Permit No.: E19FDW0002

At: Ralph Bailey Administration Center  
107 N. Walnut Street  
Columbia City, IN 46725

Until: **12:00 PM (E.S.T) March 5, 2019**

Bid Opening: Bids will be publicly opened and read aloud at immediately following the bid deadline at the Ralph Bailey Administration Center.

All work for the complete construction of the Project will be under one contract with the Owner based on bids received and 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:

The Skillman Plan Room  
[www.skillmanplanroom.com](http://www.skillmanplanroom.com)

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

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

WAGE SCALE: Wage Scale does not apply to this 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 the Work as specified should make such Bids to **Whitley County Consolidated Schools**. Contractors are advised that the Contract as finally entered into with any successful Bidder may be entered into with the **Whitley County Consolidated Schools**.

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

**Whitley County Consolidated Schools**

By: Patricia O'Connor, Superintendent

END OF SECTION 00 02 00

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

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

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

#### **1.02 SUMMARY**

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

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

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

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

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

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

- A. The Construction Manager shall be responsible for the maintenance of the Construction Schedule and management of every phase of the Work.
  - 1. Each Contractor shall read the Specifications and Drawings for other separate Contracts for fixed equipment and the like to be incorporated or attached or built in to 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 has furnished the profile survey, as a part of these Drawings, giving the grades existing at the area of work.

- D. Contractors required to make connections to existing utilities, especially sewerage where gravity flow occurs, and sheet drainage transitions 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. 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.

#### **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 buildings 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.

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

1. Not applicable.

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

- A. The Contractor will secure and pay for all permits, governmental fees, and licenses for the proper execution and completion of his Work, which are applicable at the time the bids are received.
  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 minimum time required and scheduled with other involved parties. Provide 2 weeks 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 of 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 Owner terminates the contract, Contractor shall be liable to the Owner for actual damages in addition to any other contractual remedies. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

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

- G. The Owner is requiring that all contractors' personnel and their onsite employees (trade employees) and subcontractors submit an expanded history check through Safe Hiring Solutions, P.O. Box 295, Danville, IN 46122, 1-888-215-8296. (Contractor is responsible for the cost of this background check). This should meet with the Owner's approval prior to the employee starting work on the project. All contractors' personnel and employees once cleared for work will be issued a project identification badge that must be worn at all times while on site. All contractors will be expected to provide the required name, address, picture state driver's license or picture state identification card information to The Skillman Corporation Site Manager no later than 24 hours in advance of the employee coming to work at the project site.
- H. The new Public Works Law 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:
- a. Tier 1 –General/Prime Contractors to self-perform 15% of their total Contract.
  - b. Qualification thru the Department of Administration or INDOT. **For work on Local Unit Government Projects qualification is only required on contracts of \$300,000 per IC 4-13.6-4.**
  - c. **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.**
  - d. Minimum Insurance Requirements \$1M/occurrence \$2M/aggregate. However, check your bidding requirements as the Owners may have higher limit requirements.
  - e. Mandatory enrollment in E-Verify by all contractors down to the 4<sup>th</sup> Tier Sub Contracts and must provide the case verification number of all employees working on the project.
  - f. Prohibits contractors down to the 4<sup>th</sup> Tier Sub Contract from paying employees in cash.
  - g. Requirement to retain payroll records for 3 years
  - h. All contractors down to the 4<sup>th</sup> Tier Sub Contract must comply with Fair Labor Act, Indiana's Workers Compensation and Unemployment Compensation Insurance.
  - i. Mandatory Training Requirements based upon number of employees.
  - j. Failure to comply may result in debarment from public works projects for up to 4 years.

## 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 as 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 to review 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 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 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 **60** calendar days after receipt of bids.
  - 2. Construction shall be complete by **July 7, 2019**, except signal and related marking and signage work.

### 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
  - Section 01 59 10 Project Office
  
- B. All Contractors shall provide their Superintendents with radios capable of handling multiple channels and compatible with radios used by the Construction Manager.

**3.03 BID CATEGORIES**

- A. **BID CATEGORY NO. 01 - SR 9 Turn Lane and Passing Blister**  
General Requirements in Paragraph 3.02.B above.
  - Section 01 12 00 Multiple Contract Summary
  - Section 01 25 00 Contract Modification Procedures
  - Section 01 28 00 Schedule of Values
  - Section 01 29 00 Applications for Payment
  - Section 01 31 00 Project Meetings
  - Section 01 32 00 Schedules and Reports
  - Section 01 33 00 Submittal Procedures
  - Section 01 40 00 Quality Requirements
  - Section 01 45 10 Testing Laboratory Services (Paragraph 1.05)
  - Section 01 53 20 Tree and Plant Protection
  - Section 01 54 60 Environment Protection
  - Section 01 54 80 Utility Protection
  - Section 01 56 20 Dust Control
  - Section 01 56 30 Water Control
  - Section 01 56 80 Erosion Control
  - Section 01 56 90 Housekeeping and Safety
  - Section 01 59 20 Offices and Sheds
  - Section 01 60 00 Product Requirements
  - Section 01 71 50 Final Cleaning
  - Section 01 72 50 Work Layout
  - Section 01 73 10 Cutting and Patching
  - Section 01 77 00 Contract Closeout

Clarification No. 1:

All work is to be performed per the Road Plans SR 9 Turn Lane and Passing Blister drawings dated 12/01/2018 prepared by A&F Engineering, INDOT Standard Specifications dated 2018, all documents attached under Appendix A including INDOT Permit No.: E19FDW0002 and Traffic Signal Agreement EDS No. A249-18-S180001.

Clarification No. 2:

All contractors shall subscribe to PlanGrid for use on this project. The number of users is up to the contractor. PlanGrid will be used for the current construction documentation to include, current set, addenda, SI's, RFI's, As-Built Conditions, QA/QC, and Punch Lists. Visit [www.PlanGrid.com](http://www.PlanGrid.com) to determine subscription pricing. At a minimum, onsite personnel will be required to use this product to facilitate communication. It is recommended that an office administrator assist field personnel. PlanGrid is a tool for the construction phase and will not be used for bidding.

Clarification No. 3:

The **Bid Category No. 1 Contractor** shall schedule and attend a preconstruction conference with INDOT's Fort Wayne District office for the coordination of all work. Provide a schedule of activities with dates and durations for this meeting.

Clarification No. 4:

Private utility locates may be required. The **Bid Category No. 1 Contractor** is to include in their bid, any costs associated with having a private utility company identify all utilities outside the public utility boundaries.

Clarification No. 5:

The **Bid Category No. 1 Contractor** shall provide all temporary facilities and services, including but not limited to temporary sanitary facilities, water, fire protection, dewatering, rubbish containers, fencing, tree and plant protection, and electric as required to perform the work without causing delays to the overall schedule.

Clarification No. 6:

The **Bid Category No. 1 Contractor** shall provide all survey and layout work required.

Clarification No. 7:

The **Bid Category No. 1 Contractor** shall provide all erosion control facilities and maintenance.

Clarification No. 8:

The **Bid Category No. 1 Contractor** shall provide all earth moving required for their work. Provide gradual transition between proposed and existing grades of adjacent properties. Contractor shall remove all spoil from site.

Clarification No. 9:

Concrete equipment pads and foundations shown or required are the responsibility of the **Bid Category No. 1 Contractor**.

Clarification No. 10:

The **Bid Category No. 1 Contractor** shall not impede traffic flow until June 3, 2019.

Clarification No. 11:

The **Bid Category No. 1 Contractor** is **not** to provide the surface course or pavement markings, except as defined in the subsequent clarification. INDOT has contracted this work to occur beginning July 8, 2019. The **Bid Category No. 1 Contractor** shall manage the transition of existing surface and elevation of the proposed intermediate course via the contractor maintenance of traffic plan. The shoulder aggregate and topsoil grades are to be set to proposed heights. As necessary, allow for water to flow off intermediate course and restore grades and seeding after surface course installed.

Clarification No. 12:

The **Bid Category No. 1 Contractor** shall perform underground signal work prior to providing the proposed intermediate course. The signal work cannot occur until after the overhead electric is relocated by Owner. Provide signal work per the signal agreement in coordination with the INDOT contractors milling and resurface work. Signal loops are to be installed after the resurfacing work is complete. Stop line markings and related signage are not to be installed by the **Bid Category No. 1 Contractor** until just prior to the time of signal activation in late July 2020. At that time, the **Bid Category No. 1 Contractor** shall repaint all pavement markings shown in the drawings.

Clarification No. 13:

The **Bid Category No. 1 Contractor** is to maintain the temporary new high school construction access road throughout their work. This access road may be closed for no more than 10 days total for the duration of the project. Coordinate closure no less than 48 hours in advance with the construction manager.

Clarification No. 14:

The **Bid Category No. 1 Contractor** shall remove house driveway entrances, including removal of culverts and re-shaping and seeding of drainage ditches within the project limits.

END OF SECTION 01 12 00