

**DOCUMENT 00 11 13**

Bids: November 1, 2018

Project Name: Spartan Activity Center – Connersville High School

Project Number: 218034.00

Fanning/Howey Associates, Inc.  
9025 North River Road, Suite 200  
Indianapolis, Indiana 46240  
Phone No.: 317/848-0966

The Board of Education, Fayette County School Corporation, Connersville, Indiana, will receive sealed bids for the Spartan Activity Center – Connersville High School.

Separate prime bids for the following categories will be considered:

Base Bid "A" - General Construction Work  
Base Bid "B" – Mechanical, Plumbing and Fire Protection  
Base Bid "C" - Electrical Work

The Board of Education will receive bids until **2:00 pm** on November 1, 2018 in the Board Room at the Administration Building, 1401 Spartan Drive, Connersville, IN, 47331. Bids received after this time will not be accepted. Bids will be opened and publicly read aloud immediately after specified closing time. All interested parties are invited to attend.

By submitting Bid on enclosed Bid Form, Bidder satisfies requirement for Indiana Form No. 96 (Revised 2005), as prescribed by State Board of Accounts of Indiana. This shall clearly show Bidder's financial resources, construction experience, organization, and equipment available for Work contemplated.

A bid security in the form of AIA Document A310, a certified check, Indiana General Revised Form No. 86, "Contractors Combination Bid Bond and Bond for Construction," or a form from an acceptable surety shall accompany each bid. The bid security shall be in the penal amount of 10 percent of the total bid. Bid security shall be forfeited if bid is withdrawn after closing time on date for receiving bids.

Successful bidders are required to furnish a satisfactory Performance and Payment Bond from an acceptable surety in an amount equal to 100 percent of the full contract sum.

To obtain documents Bidders will be required to register at the Eastern Engineering, 317-598-0661, website ([distribution.easternengineering.com](http://distribution.easternengineering.com)) to become a plan holder for the Project. Once registered, Bidders can download the complete set of documents in .PDF form free of charge. Registered bidders will receive electronic distribution of addendums and other electronic communications during the bidding period. Bidders can purchase hard copies of the documents from Eastern Engineering for the cost of printing as established by the Printer. No partial sets will be issued.

A prebid conference will be held on **Oct. 18, 2018 at 2:00 p.m.**, local time, in the Board Room at the Administration Building. Attendance by bidders is optional, but recommended, in order to clarify or answer questions concerning the Drawings and Project Manual for the Project.

The Owner reserves the right to reject each and every bid, and to waive informalities, irregularities, and errors in the bidding to the extent permitted by law. This includes the right to extend the date and time for receipt of bids.

Fayette County School Corporation reserves the right to assign all or a portion of the bid or bids to a Building Corporation, formed under Indiana Code Title 23, Article 17, Chapter 1.1.

No bidder may withdraw their bid within 60 days after the actual date of the bid opening thereof.

This notice and request for bids is dated October 9, 2018.

By order of the Board of Education

Fayette County School Corporation  
Connersville, Indiana

END OF DOCUMENT 00 11 13

## DOCUMENT 00 21 13 - INSTRUCTIONS TO BIDDERS

Described herein are general and specific instructions provided to assist bidders in the responsible preparations of complete bids. However, it is imperative that each bidder become familiar with all aspects of the Bidding Documents in recognition that only the detailed requirements contained therein shall serve as the basis of compliance with this project.

### PART 1 GENERAL

#### 1.1 DEFINITIONS

- A. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Notice to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the Form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, and all Addenda issued prior to the execution of the Contract.
- B. Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.
- C. Addenda are written or graphic instructions issued by the Architect/Engineer (A/E) prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- D. A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- E. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- F. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- G. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- H. A Prime Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
- I. A sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.
- J. 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 A/E's use in designing the Project. It's accuracy or completeness is not guaranteed by the Owner or A/E and in no event is to be considered as part of the Contract Documents. Bidders shall make their own investigation of existing subsurface conditions; neither Owner nor A/E 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 A/E's use.

## 1.2 BIDDERS EXAMINATION AND REPRESENTATION

- A. Before submitting a bid, each bidder should carefully examine the documents and the construction site and inform himself of the limitations and conditions related to the Work covered by his bid, and shall include in his bid a sum to cover the cost of such items. Each bidder represents and warrants for himself any are relevant, subcontractors he intends to employ on the project, that he has observed all nature of the work, that he has had opportunity to inquire about site conditions including public right-of-ways and areas adjacent to the site which might affect the Work, and that he has prepared his proposal with the requisite understanding of the project and site conditions. Contractors will not be given extra payments for conditions which could have been determined by examining the site and documents.
- B. It is the purpose and intent of the Contract Documents, that a 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 called for in the Specifications and Drawings.
- C. Each bidder by making his bid represents that he has read and understands the bidding documents. Bid is made in compliance with 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 is to be performed and has correlated the Bidder's personal observations with the requirements of the requirements of the proposed Contract Documents.
- 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) the bidder is bidding on. Bid shall be based upon the materials, equipment, and systems required by the Contract Documents without exception.
- F. No allowance shall be subsequently made in behalf of a bidder by reason of error or oversight on his part resulting from his 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.

## 1.3 QUALIFICATIONS OF BIDDERS

- A. The Owner will have the right to take such steps as he deems 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 the Owner may request. When requested, this shall clearly show the bidder's financial resources, his construction experience, his organization, and equipment available for Work contemplated.
- B. In accordance with IC, 4-13.6-4 as amended, all contractors and subcontractors performing work on this Project must hold a valid Certificate of Qualifications issued by either the Indiana Department of Administration or Indiana Department of Transportation.
- C. By submitting Bid on enclosed Bid Form, Bidder satisfies requirement for Indiana Form No. 96 (Revised 2005), as prescribed by State Board of Accounts of Indiana. This shall clearly show Bidder's financial resources, his construction experience, his organization, and equipment available for Work contemplated.

## 1.4 INTERPRETATION

- A. Questions for this Project shall be directed to:

<u>Office</u>	<u>Subject</u>	<u>Name of Contact</u>	<u>Email.</u>	<u>:</u>
F/H: Indianapolis, IN	Proj. Mgr..	Mike Schipp	<a href="mailto:mschipp@fhai.com">mschipp@fhai.com</a>	
F/H: Indianapolis, IN	Proj. Architect	Ben Donay	<a href="mailto:bdonay@fhai.com">bdonay@fhai.com</a>	

F/H: Indianapolis, IN	Interiors	Andrea Lampkins	<a href="mailto:alampkins@fhai.com">alampkins@fhai.com</a>
F/H: Indianapolis, IN	Plumbing	Scot Thomas	<a href="mailto:sathomas@fhai.com">sathomas@fhai.com</a>
F/H: Indianapolis, IN	Mechanical	Mark Hopf	<a href="mailto:mhopf@fhai.com">mhopf@fhai.com</a>
F/H: Indianapolis, IN	Electrical	Mike Sexton	<a href="mailto:msexton@fhai.com">msexton@fhai.com</a>
F/H: Indianapolis, IN	Technology	Jeff Schloffel	<a href="mailto:jschloffel@fhai.com">jschloffel@fhai.com</a>
F/H: Indianapolis, IN	Bidding Coordinator	Allen Cradler	<a href="mailto:acradler@fhai.com">acradler@fhai.com</a>
F/H: Indianapolis, IN	Site/Landscape	Steve Howick	<a href="mailto:showick@fhai.com">showick@fhai.com</a>
TLF: Indianapolis, IN	Structural	Kurt Bush	
TLF: Indianapolis, IN	Civil	Chad Kincaid	

- B. Pre-bid requests for interpretation for this project shall be directed to the Proj. Mgr. with copies to Bidding Coordinator. All request must be written and electronically transmitted.
- C. If the Bidder finds any perceived ambiguity, conflict, error, omission, or discrepancy on or between any of the Contract Documents, including without limitation the Drawings and Specifications, or between any of the Contract Documents and any applicable provision of law, including without limitation, the Building Code, the Bidder shall submit a written request to the A/E, for an interpretation or clarification.
  - 1. In order to prevent an extension of the bid opening, the Bidder shall make all requests for interpretation or clarification a minimum of 7 days before bid opening.
- D. Bidders in doubt as to the true meaning of a part of the Drawings, Specifications or other Contract Documents shall submit to the A/E, not less than 7 days before closing time for bids, a written request for interpretation and clarification. Request made after 7 days may not be addressed.
- E. 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.
- F. The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete, ambiguous, conflicting, or erroneous Contract Documents, any discrepancy on or between Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request for interpretation or clarification regarding such matter was made by the Bidder prior to the bid opening.
- G. Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

## 1.5 SUBSTITUTIONS

- A. The materials, products and equipment described in the Bidding Documents established a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. Each bid will be based on these brands, which may be referred to in the Bid Documents as Standards. The use of another brand (referred to as a substitution or proposed equal in the Bid Documents, when the bidder or the contractor seeks to have a different brand of material or apparatus than that specified and approved by the Owner for use in the Project) may be requested as provided herein.
- B. 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 should 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.

- C. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the A/E at least ten (10) days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the Work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The A/E's decision of approval or disapproval of a proposed substitution shall be final.
  - 1. Request shall be accompanied by Division 00 Document "Substitution Request Form (During Procurement)".
- D. Requests for product approval shall be submitted on sample form following this Section emailed to Project Manager and Bidding Coordinator.
- E. If the A/E approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
- F. No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

#### 1.6 ADDENDA

- A. If the A/E determines that an interpretation or clarification is warranted, the A/E shall issue an Addendum. All addenda become part of the Contract.
- B. A copy of the addenda will be transmitted to each bidder of record, and to each prospective bidder requesting a copy through the printer. Bidders who request and are sent documents by the Architect are considered "Bidders of Record." Copies of addenda will be available for inspection wherever Contract Documents are on file for that purpose.
- C. The Owner reserves the right to issue addenda changing, altering, or supplementing the Contract Documents, at any time prior to the time set for receiving bids.
- D. Bidders are responsible for acquiring each issued addenda in time to incorporate them into their Bid.
- E. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.
- F. If a bidder fails to indicate receipt of each addendum through the last addendum, issued by the Architect, on its Supplemental Bid Proposal Form, the bid of such bidder will be deemed to be responsive only if:
  - 1. The bid received clearly indicates 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. The addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

#### 1.7 ALTERNATES

- A. Requested alternates are listed on the Bid Form and are described in detail under Division 1 - Alternates. NOTE: The terms "alternate" and "alternative" are used interchangeably in this Project Manual and on the Drawings.
  - 1. The price of the Bid for each alternate will be the amount to be added to or deducted from the price of the Base Bid if the Owner selects the alternate.
  - 2. The Owner may accept alternates in any order, regardless of how they are listed, and determine the lowest responsible bidder on the basis of the sum of the base bid plus any selected alternates.

- 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 Bid Form. All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change". If an applicable alternate(s) is not listed on the Bid Form, the bidder shall submit on his letterhead the cost of said alternate(s). No additional monies will be allowed after signing of contract for failure to bid applicable alternates.
- D. 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.
  - 1. If no change in the bid amount is required, indicate "No Change".
  - 2. A blank entry or an entry of "No Bid", "N/A", or similar entry on any Alternate will cause the bid to be rejected as nonresponsive only if that Alternate is selected.
  - 3. If an Alternate is not selected, an entry as listed in paragraph hereinbefore on that Alternate will not, by itself, render a bid nonresponsive.
  - 4. 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 nonresponsive only if that Alternate applies to the combined bid and that Alternate is selected.
- E. The Owner retains the right to include or exclude work required by alternates for the sums established exercisable within 60 days from and including the date of signing the Contract.
  - 1. Specific Alternates noted on the Bid Form will be required to be held for a period longer than 60 days. Refer to Bid Form.

#### 1.8 UNIT PRICES

- A. Refer to Unit Price Sheet included in the Project Manual.
- B. The bidders shall agree to submit the unit prices requested by the Architect. Unit prices required shall be submitted with Bid Form.
- C. Unit prices shall be executed on the form provided by the Architect (see Table of Contents), shall include overhead and profit, shall be negotiated between the bidder and the Architect, and when mutually agreed upon, they shall be attached to and become a part of the awarded Construction Contract (Form of Agreement).
- D. Requested unit prices will not be considered in the award and determination of the lowest responsible bid.

#### 1.9 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 bid package (scope), and the date of the bid opening on the envelope.
  - 1. Any substantial change, alteration or addition in the wording of the Bid Form may cause a bid to be rejected as not responsible for award of a Contract.
  - 2. Unless the Bidder withdraws the bid, 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.
- B. Bids shall be executed upon the Bid Form provided, and relevant blank spaces in the form shall be filled 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.

1. 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.
  2. Any alteration or erasure of items filled in on the Bid Form shall be initialed by the Bidder.
- C. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids, or prior to extension thereof issued to the bidders.
- D. Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.
- E. 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.
- F. Bids which are signed for a corporation shall have the authorized officer of the corporation manually written below the corporate name, following the word "By \_\_." If such a bid is manually signed by an official other than the president of the corporation, a certified copy of a resolution by the Board of Directors evidencing the authority of such official to sign the bid shall be attached to it. The bid shall also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.
- G. It is the bidder's responsibility to include in his bid costs necessary for a completed and finished job for items of Work bid upon.
- H. Submit bids in duplicate with Bid Security and other requested supplemental material attached; properly and completely executed.
- I. Proposals for Work shall not include the Indiana Sales Tax for materials to be incorporated into this Project. Owner will provide necessary tax exemption forms.
- J. Out-of-state Contractors which are corporations shall submit their Certificate of Authority to transact business in the State of Indiana with their bid.

#### 1.10 BID SECURITY

- A. Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Advertisement for Bids. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- B. The Bid Security of bidders, except the 3 selected best qualified in each category, may be returned within 3 days after the opening of bids, at the Owner's or Architect's option.
- C. Bid Security of the 3 selected qualified bidders may be held by the Owner, following the bid opening, for not more than the maximum number of days stipulated in the Advertisement for Bids, unless the Owner and the bidders agree otherwise; except that in the event a qualified bidder has been awarded the Contract and has failed to execute same and furnish Performance Bond, then the Bid Security of such bidder will be subject to forfeit and the next qualified bidder, if tendered the Contract, will be subject to the same provisions as hereinbefore set forth. Should the award fall to the third qualified bidder because of a default of the previous 2 qualified bidders, the same condition will apply to the third bidder as hereinbefore set forth.

- D. The Bid Security of the 3 selected bidders will be returned within 72 hours after the Form of Agreement has been executed.
- 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.

#### 1.11 IDENTIFICATION AND SUBMISSION OF BID PROPOSAL

- A. Enclose bids in opaque, sealed envelope with Bid Security and other requested exhibits. The envelope shall have clearly marked in indelible material on its face, the following:
  - 1. Name of Project
  - 2. Name of Bidder
  - 3. Base Bid(s) \_\_\_\_\_
  - 4. (Note: Classification of Work bid upon; such as, Base Bid "A").
  - 5. Date and time of closing of bids
- B. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- C. Bids shall be deposited at the designated location prior to the time and date of receipt of Bids. Bid received after the time and date for receipt of Bids will be returned unopened.
- D. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

#### 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 closing time.
- C. After pronouncement of the closing of bids, no Contractor may recall his bid.
- D. A Bid may not be modified, withdrawn, or concealed by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

#### 1.13 OPENING OF BIDS

- A. The Advertisement to Bid indicates the time and place fixed for opening bids. If stipulated in the Advertisement, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders. Bids received after advertised time will be returned unopened. Bids will be stamped showing the date and time received.
- 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.
- 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 read.
- 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 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 qualified to properly carry out the terms of the Contract Documents.
- B. Bona fide bids in a definite stated amount, without special clauses governing price of labor and material increases, shall be the only ones that will be considered. No contract shall be entered into carrying what is commonly known as an "Escalator Clause."
- C. 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 subject to disqualification.
- D. The Owner also reserves the right to reject the bid of a bidder who has previously failed to perform properly or to complete contracts of a similar nature on time, who is not in a position to perform the contract, or who has habitually, and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materialmen, or employees.
- E. The ability of the bidder to obtain or qualify for a performance bond or labor and material payment bond shall not be regarded as a sole test of such bidder's competence or responsibility.

#### 1.15 DETERMINATION OF LOWEST RESPONSIBLE 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 responsible bid. In determining which bid is the lowest responsible bid, the Owner may take into consideration not only the amount of the bid but such of the following criteria as it, in its discretion, deems appropriate and may give such weight thereto as it deems appropriate:
  - 1. The bidder's financial ability to complete the contract successfully without resort to its Surety;
  - 2. The bidder's prior experience with similar work on comparable or more complex projects;
  - 3. The bidder's prior history for the successful and timely completion of projects;
  - 4. The bidder's equipment and facilities;
  - 5. The adequacy, in numbers and experience, of the bidder's work force to complete the contract successfully and on time;
  - 6. The bidder's prior experience on other projects of the owner, including the bidder's demonstrated ability to complete its Work on these projects in accordance with the Contract Documents and on time;
  - 7. The bidder's compliance with federal, state, and local laws, rules, and regulations including, but not limited to, the prevailing wage law.
  - 8. Depending upon the type of the work, other essential factors.
- B. The failure to submit requested information on a timely basis may result in the determination that the bidder is not responsible.

#### 1.16 PERFORMANCE BOND AND PAYMENT BOND

- A. The successful Contractor, awarded the Contract on this Project and prior to the execution of the Form of Agreement, shall be required to 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 guarantee period. Premiums shall be included and paid for by the Contractor.
  - 1. Bonds shall be submitted on AIA Doc. A312; or adequate and proper Surety Company form acceptable to Project Owner.
  - 2. Surety Company shall meet the requirements of C. following.

3. The bidder shall deliver the required bonds to the Owner not later than the date of execution of the Contract.
- B. The bidder shall require the attorney-in-fact who 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.
- C. It is required that the Surety Company 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 XII, and policy holder surplus of not less than \$25,000,000.00, all as shown on Best's Key Rating guide, latest edition; provided, however, that the bond furnished 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.
- D. Bonds shall be executed and be in force on the date of the execution of the Contract.
- E. The bonds shall be made out for not less than 100 percent of 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 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 SUBMITTALS

- A. The two apparent lowest responsible bidders shall, within 24 hours, after bid opening shall furnish to the Owner through the Architect in writing:
  1. Names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work.
    - a. If bidder fails to indicate a specific product or manufacturer, the awardee shall be held to provide the first listed product and manufacturer within the specifications.
  2. Names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
  3. A designation of the Work to be performed with the Bidders' own forces;
  4. In absence of form within the Project Manual, provide on bidders letterhead a listing of the Specifications Sections applicable to the Work of the Contract with the subcontractor and products to be utilized for each Specification Section indicated.
  5. Utilize Subcontractor and Manufacturer List of Materials, Section 01 33 00.02 for Divisions 2 – 14.
  6. Utilize Manufacturer List and Materials included elsewhere in the Project Manual also.
- B. Division 27 and 28 Submittals: All bids for Work with Divisions 27 and 28 including but not limited to structured cabling, audio, video, security, network electronics, or telephone shall include the following information with the bidding documentation.
  1. Material List as described in Specification Section 27 05 00.
  2. Unit Pricing: Apparent lowest responsible bidder, within 24 hours after bid receipt shall provide unit pricing list as described in Section 27 05 00.
- C. The Bidder will be required to establish to the satisfaction of the A/E and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

- D. Prior to the execution of the Contract, the A/E will notify the Bidder in writing if either the Owner or A/E, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or A/E has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, 1) withdraw the Bid or 2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited, if information is submitted within required time.
- E. Persons and entities proposed by the Bidder and to whom the Owner and A/E have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and A/E.

#### 1.18 EXECUTION OF THE CONTRACT

- A. Subsequent to the award, and within 10 days after the prescribed Form of Agreement is presented for his signature, the Awardee shall execute and deliver it to the Owner through the Architect, in such number of counterparts as the Owner may require.
- B. The failure of the Awardee to execute the 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 readvertise for bids. In the event of a 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.
- C. The Contractor shall deliver the required bonds with the executed Contracts to the Construction Manager no later than 3 days before the cutoff date established by the Owner for the execution of the Contract. If Work is to be commenced, in response to a letter of intent, prior to execution of Contract, the Contractor shall, prior to commencement of Work, submit evidence satisfactory to the Owner that such bonds will be issued.
- D. A Contract shall be considered as awarded when the bidder receives a letter of intent to enter into a Contract or when Contract is received by the Contractor for execution.
- E. A Contractor receiving an award will be required to furnish and execute the following within 10 days after the form of the Contract is presented for signature.
  - 1. Performance Bond and Payment Bond (refer to Article 1.17).
  - 2. Insurance requirements specified in Article 11 of the "Supplementary General Conditions," shall be properly executed on Acord 25-S, Certificate of Insurance or other acceptable form, in duplicate.
  - 3. Within 10 days after execution of the Contract, the awarding Contractor shall provide Schedule of Values to the A/E for application of progress payment on forms provided by Architect for approval. The prices indicated shall be total erected and installed prices with overhead and profit prorated on each item.
  - 4. Valid Certificate of Qualifications issued by either the Indiana Department of Administration (IC-8-23-10) or Indiana Department of Transportation (IC 4-13.6-4).
  - 5. Indiana Public Works Law, Indiana Code 5-16-13 submittals:
    - a. Drug Testing requirements and plan in accordance with Indiana Code 4-13-18-5 or 4-13-18-6.
    - b. E-Verify compliance in compliance with Indiana Code 22-5-1.7.
      - 1) Execute affidavit affirming the Contractor does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the E-Verify program.
    - c. Insurance certificates for Contractor and subcontractors down to Fourth Tier.
    - d. Training Program documents dependent on Contractor and subcontractor size.

#### 1.19 TIME OF COMMENCEMENT AND COMPLETION

- A. The Contractor shall commence Work within 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 Division 1, Multiple Contract Summary.

#### 1.20 COMBINED BIDS

- A. Bidders desiring to submit a Combined Bid for two or more Base Bid areas of work shall so indicate in the appropriate location on the Bid Form.
- B. Bids must be submitted for each individual bid category using a single Bid Form in addition to the combined bid. Combination bids shall be indicated in the appropriate location on the Bid Form with the combined bid category designations clearly indicated.
  - 1. Separate bids and combination bids may be enclosed in a single envelope with each bid category identified on the outside of the envelope and combination bid also noted.
- C. Combination bids for two or more bid categories may not be accepted unless individual bids have been submitted for each bid in the combination.
- D. A single bid bond is acceptable if the amount of the bond is for the maximum amount of any individual bid or combination bid to include any alternates.

#### 1.21 OUT-OF-STATE CONTRACTOR REQUIREMENTS

- A. Out-of-state Contractors which are corporations 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 by out-of-state Contractors of Indiana Gross Income Tax, as provided in Chapter 370, Section 2, Subsection E, Acts of 1947, shall be submitted 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.

#### 1.22 NON-DISCRIMINATION

- A. The Contractor hereby assures that it will comply with all Federal and Indiana Civil Rights laws including, but not limited to, I.C. 22-9-1-10. The Contractor by submitting a bid certifies and agrees that if he is the successful bidder and is awarded and executes a Contract, he and his subcontractor or subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect said employee's or applicant's hire, tenure, terms, conditions, or privileges employment or any matter directly or indirectly related to employment because said employee's or applicant's race, color, religion, sex, age, handicap, national origin, or ancestry. Also, in this regard and pursuant to I.C. 36-1-12-15(b), the Contractor agrees that the provisions of I.C. 5-16-6-1 are hereby incorporated by reference into these Contract Documents as if they were fully set forth herein, and shall be binding upon the Contractor. Breach of this covenant may be regarded as a material breach of the Contract.

1.23 NO-LIEN CONTRACTS

- A. The Owner and Contractors shall agree that no lien shall attach to the real estate by the Contractor, subcontractor, mechanics, journeymen, laborers, or persons performing labor upon or furnishing materials or machinery for the Work provided for under the terms of this Contract, and for the purpose of complying with the provisions of Chapter 116 of the Acts of the Indiana General Assembly for the year 1909; Chapter 41 of said Acts of 1911; Chapter 50 of said Acts 1915; Chapter 56 of said Acts 1921; Chapter 187 of said Acts 1943; Chapter 76 of said Acts of 1963; Section 1, P.L. 424 of said Acts 1971; the parties agree that this Contract may be recorded with the Recorder of County where project is located.

1.24 INDIANA BIDDER REQUIREMENTS

- A. Each Bidder and subcontractors included in submitted bid shall have mandatory drug testing requirements and testing plan covering all employees of the bidder and subcontractors who will perform work on the public work project. Plan shall meet or exceed the requirements set forth in IC 4-13-18-5 or IC 4-13-18-6.
- B. Bidder shall enroll and verify work eligibility status of all employees through the E-Verify Program pursuant to IC 22-54-1.7. Separate reporting requirements for all contractors and subcontractors is required.
- C. Comply with Indiana Public Works Law pursuant to Indiana Code 5-16-13.
  - 1. Refer to Division 01, Section "Summary" for additional detailed requirements.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF DOCUMENT 00 21 13