

## NOTICE TO CONTRACTORS

Notice is hereby given that the Board of School Trustees, Jennings County School Corporation; North Vernon, Indiana shall receive sealed bids from experienced and eligible contractors at the Jennings County Schools Administration Building, located at 34 West Main Street, North Vernon, Indiana 47265, until 9:00 a.m. local time, Thursday May 3rd, 2012 for:

### **2012 Roofing and Roof Related Work at Various Locations for the: Jennings County School Corporation**

Bids will be opened and read immediately following the stated submission deadline time and date of bids at the Jennings County Schools Administration Building, 34 West Main Street, North Vernon, Indiana 47265.

Each bid proposal shall include all labor, material, and services necessary to complete the project in strict accordance with the drawings and specifications as prepared and on file in the office of **MARTINRILEY architects-engineers.**

Bidders shall include with their bid, a bid deposit in the amount of 5% of the total bid in the form of a bank draft, certified check, money order or bid bond made payable to the Jennings County School Corporation.

Plans, specifications, bid forms and instructions to bidders are on file at **MARTINRILEY architects-engineers.** Contractors can obtain these documents at Eastern Engineering, 9901 Allisonville Road, Fishers, IN, 317.598.0661, [www.easternengineering.com](http://www.easternengineering.com) for a deposit of \$75.00 each set. This deposit will be refunded with the stipulation that a bid is submitted and said plans and specifications are returned in good order within (10) days of the bid date.

A Pre-Bid Conference will be held at 10:00 a.m., local time, Friday, April 20th, 2012 at the North Vernon Elementary School located at 810 West Walnut Street in North Vernon, Indiana 47265. **Attendance at this pre-bid conference by an agent of each Prime Bidder shall be a prerequisite for a responsive bid submittal.**

No Bid shall be withdrawn after opening of bids for period of thirty (30) days after schedule bid due date.

The Board of School Trustees reserves the right to accept or reject any or all bids and to waive any informality or irregularities in the bidding.

Bids shall be properly and completely executed on Revised Form. 96 as required by the Statutes of Indiana, and shall accompany the sealed Supplementary Bid Form included in the specifications.

### **Board of School Trustees Jennings County School Corporation**

To be published April 10th, 12th, 17th and April 19th, 2010, in the North Vernon "Plain Dealer" and "Sun".

**SECTION 00 2113  
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

**GENERAL****SUPPLEMENTARY INSTRUCTIONS TO BIDDERS:**

**THE FOLLOWING SUPPLEMENTS MODIFY, CHANGE, DELETE FROM OR ADD TO THE "INSTRUCTIONS TO BIDDERS - 1997 EDITION", AIA DOCUMENT A701. WHERE ANY ARTICLE OF THE "INSTRUCTIONS TO BIDDERS" IS MODIFIED OR ANY PARAGRAPH, SUBPARAGRAPH OR CLAUSE THEREOF IS MODIFIED OR DELETED BY THESE SUPPLEMENTS, THE UNALTERED PROVISIONS OF THAT ARTICLE, PARAGRAPH, SUBPARAGRAPH, OR CLAUSE SHALL REMAIN IN EFFECT. AIA DOCUMENT A701 APPLY EQUALLY TO AND ARE PART OF THE BIDDING DOCUMENTS BETWEEN THE OWNER AND EACH SEPARATE CONTRACTOR FOR WORK UNDER THIS PROJECT. COPIES OF AIA DOCUMENT A701 MAY BE OBTAINED FROM THE ARCHITECT UPON REQUEST**

**ARTICLE 1; DEFINITIONS****1.6, REVISE THE PARAGRAPH TO READ AS FOLLOWS:**

1.6 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. Alternates are identified in the Contract Documents.

**1.6.1, ADD THE FOLLOWING NEW SUBPARAGRAPH:**

1.6.1 A Voluntary Alternate Bid (or Voluntary Alternate) is an amount proposed by the Bidder as alternative materials, products, or equipment not described in the Bidding Documents or otherwise approved as a substitution as identified under paragraph 3.3 Substitutions. Bids proposed in this manner are to be clearly identified as amounts to be added to, deducted from, or in lieu of the Base Bid or Alternate Bids described in the Bidding Documents. Voluntary Alternates shall be subject to the criteria of paragraph 3.3. Substitutions, before it will be considered or accepted. The Architect's decision of acceptance or non-acceptance of a proposed Voluntary Alternate shall be final.

**1.10, ADD THE FOLLOWING PARAGRAPH:****1.10 The Owner Is:**

Jennings County Schools  
34 West Main Street  
North Vernon, Indiana 47265

**1.11, ADD THE FOLLOWING PARAGRAPH:****1.11 The Architect is:**

Martin Riley architects/engineers  
221 West Baker Street; Fort Wayne, Indiana 46802  
Ph: 260-422-7994 Fx: 260-426-2067

**1.12, ADD THE FOLLOWING PARAGRAPH:**

1.12. The Contractor is the Bidder whose proposal is accepted by the Owner and as defined in AIA 201, Article 3.1.1.

**1.13, ADD THE FOLLOWING PARAGRAPH:**

1.13. The work is as defined in AIA 201, Article 1.1.3.

**1.15, ADD THE FOLLOWING PARAGRAPH:**

1.15. The site is the construction area shown on the Drawings.

**1.16, ADD THE FOLLOWING PARAGRAPH:**

1.16. The Project shall be bid under one prime contract for construction.

**ARTICLE 2, BIDDER'S REPRESENTATIONS****2.1 BIDDERS REPRESENTATIONS**

Add the following paragraphs:

2.1.5 The successful bidder shall not be allowed extra compensation for reason of his failure to inform himself fully, prior to his bidding, of all requirements of the contract documents, drawings, specifications and the circumstances of the building site.

2.1.6 Bidders represent that at the time Bids are submitted for consideration, they have no questions regarding ambiguity and are submitting Bids that will result in a project completed as per the intent of the plans and specifications.

**2.1.5, ADD THE FOLLOWING PARAGRAPH:**

2.1.5 No Bidder, after the award of the Contract, shall be allowed any extra compensation for reasons of their failure to inform themselves fully, prior to their bidding, of all requirements of the Contract Documents, drawings, specifications and circumstances of the building site.

**2.1.6, ADD THE FOLLOWING PARAGRAPH:**

2.1.6 Bidders represent that at the time Bids are submitted for consideration, they have no questions regarding ambiguity or omissions and are submitting Bids that will result in a complete project.

**ARTICLE 3; BIDDING DOCUMENTS****3.1.1, ADD THE FOLLOWING SUBPARAGRAPH:**

3.1.1.1 Bidding Documents are on file and are available at the office of Eastern Engineering, 9901 Allisonville Road, Fishers, IN. (317) 589.0661. [www.easternengineering.com](http://www.easternengineering.com) upon receipt of a deposit of: \$75 per set.

This deposit will be refunded provided a bid is submitted and said plans and specifications are returned in good order within ten (10) days of the bid date.

**3.1.1, ADD THE FOLLOWING SUBPARAGRAPH:**

3.1.1.2 The following will be used to determine the condition of the Bidding Documents sets returned, including addenda, for deposit to be returned:

- Sets to be returned as originally bound;
- No missing sheets;
- All printed information being clearly readable;
- No dark colored markings or dark written lines;
- No excessive multi-colored lines or markings.

**3.2.1, ADD THE FOLLOWING SUBPARAGRAPH:**

3.2.1.1 In the event of an inconsistency between the Drawings and the Specifications or within either Document that is not clarified by addenda, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

**3.2.4, ADD THE FOLLOWING NEW SUBPARAGRAPH:**

3.2.4 Bidders requesting drawing or specification interpretation from the Architect during the bidding period should contact the persons named below for the appropriate category. Replies will be issued to all bidders in the form of written Addenda to the drawings and specifications and will become part of the Contract. Questions received less than three (3) days before the bid opening will not be answered.

Subject      Name of Contact      Telephone & FAX  
Project Manager Mike Hamilton: 260/422 7994      F: 260/426 2067  
email: [mhamilton@martin-riley.com](mailto:mhamilton@martin-riley.com)

**3.3.1, ADD THE FOLLOWING SUBPARAGRAPH:**

3.3.1.1 Where specific materials, trade names, or models of certain manufacturers are specified, it is done to establish a basis of durability, efficiency, appearance and simplification of maintenance, and not for the purpose of limiting competition. If a bidder wishes to use a

different product in the bid to be submitted, then that product must be submitted for approval following the submittal procedures defined elsewhere within this specification. The decision of the Architect and Owner shall be final.

**3.3.2, ADD THE FOLLOWING AFTER "ARCHITECT'S" IN THE LAST LINE:**

"...and Owner's..."

**ARTICLE 4 BIDDING PROCEDURES**

**4.1.1, ADD THE FOLLOWING SENTENCE TO THE END OF THIS PARAGRAPH:**

Bids shall be accompanied by "Form 96, Contractor's Bid " current edition as prescribed by the State Board of Accounts of Indiana (not included herein). The Bid Form included in the Bid Documents shall be used to submit the actual bid. All documents listed on the Bid Form in the Bid Documents must be completed and submitted in order for the Bid to be valid.

**4.1.1.1, ADD THE FOLLOWING CLAUSE:**

4.1.1.1 Bids shall also be accompanied by the following completed documents as listed on the Bid Form in order for the Bid to be valid:

Certificate of Insurance  
List of sub contractors  
5% bid bond

**4.1.2, ADD THE FOLLOWING SENTENCE TO THE END OF THE PARAGRAPH:**

Failure to bid requested alternates, unit prices or fill in any blanks will be considered justification for rejection of the bid.

**4.1.8, ADD THE FOLLOWING NEW PARAGRAPH:**

4.1.8 Proposals will be "STIPULATED SUM" for the projects as listed in Division 1, GENERAL REQUIREMENTS and in the Proposal Form Supplement.

**4.2.1, ADD THE FOLLOWING PARAGRAPH:**

4.2.1.2 The Bidder, after notification of being awarded the contract, has Sixty (60) calendar days to execute an offer of contract with the Owner.

**4.2.4, ADD THE FOLLOWING NEW PARAGRAPH:**

4.2.4 For Public Work, Bidders whose principal place of business is not in Indiana shall submit bid security in the form of a Certified Check or submit a Bid Bond drawn against a surety company whose home office is located within the State of Indiana.

**4.2.5, ADD THE FOLLOWING NEW PARAGRAPH:**

4.2.5 Should Bidder fail to execute a contract within five (5) days of notice of award, or fail to provide Performance and Labor and Material Payment Bond for 110% of the Contract, the Bid Security shall become the absolute property of the [Owner or Payee].

**4.2.6, ADD THE FOLLOWING NEW PARAGRAPH:**

4.2.6 Bid Bond, if submitted, shall be written by a surety firm acceptable to the Owner, and shall guarantee that: if the Bidder is awarded Contract with Owner within sixty (60) days from the date bids were received, he will enter into a contract with the Owner within five (5) days after receipt of notice of award, and that within ten (10) days of such notice he will provide Performance and Labor and Material Payment Bond for 110% of the amount of the Contract. Notice of award or rejection shall be given within 60 days of the receipt of bids.

**4.3.5, ADD THE FOLLOWING NEW SUBPARAGRAPH:**

4.3.5 Deliver copies of the bid and any other documents required in duplicate on or before the time and at the location specified the offices of the Owner the date and time indicated in the Legal Notice.

**4.4.1, REVISE THE FOLLOWING PARAGRAPH:**

4.4.1 A Bid may not be modified, withdrawn, or canceled by the Bidder without the written consent of the Owner during the stipulated time period following the bid due date designated for the receipt of Bids, and each Bidder so agrees in submitting a bid.

**ARTICLE 5; CONSIDERATION OF BIDS****5.1, DELETE THE PARAGRAPH AND ADD THE FOLLOWING NEW SENTENCE:**

Properly identified and submitted bids will be opened and read at time a location indicated in legal notice.

**5.2, MODIFY THE FIRST SENTENCE TO READ:**

The Owner reserves the right to waive any formalities, reject any or all Bids and is not obligated to accept the lowest or any combination of Bids.

**5.3.1, ADD THE FOLLOWING SENTENCE TO THE END OF THE PARAGRAPH:**

....Notice of acceptance or rejection of Bids by the Owner shall be given within 60 days of the receipt of Bids.

**ARTICLE 6 POST-BID INFORMATION****6.3.1.3, ADD THE FOLLOWING SENTENCE TO THE END OF THE PARAGRAPH.**

The successful Bidder, after being contacted by the Owner with the intent to establish a contract for work, must submit within twenty (24) hours a list of all subcontractors and material suppliers for review. Failure to submit this list may result in disqualification of the Bid.

**REPLACE 6.3.2 AND 6.3.3 WITH THE FOLLOWING PARAGRAPHS:**

6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons, organization or entities proposed to furnish and perform the Work described in the Bidding Documents.

6.3.3 Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner or the Architect after due investigation, has objection to a person, organization or entity proposed by the Bidder. If the Owner or Architect has objection to a proposed person, organization or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid, or (2) submit an acceptable substitute person, organization or entity with and 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.

**REPLACE 6.3.4 WITH THE FOLLOWING PARAGRAPH:**

6.3.4 Persons, organizations and entities proposed by the Bidder and to whom the Owner and Architect make no reasonable objection shall be used on the work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

**ARTICLE 7; PERFORMANCE BOND AND PAYMENT BOND****7.1.1, MODIFY THE FIRST SENTENCE TO READ:**

7.1.1 The Bidder shall furnish bonds, i.e, Performance Bond and Payment Bond covering the faithful performance of the Contract and payment of all obligations arising thereunder, in an amount equal to 110% of the Contract Sum.

**7.2.1, MODIFY THE FIRST SENTENCE TO READ:**

7.2.1 The Bidder shall deliver the required bonds to the Owner within ten (10) days after notification of award of work.

**7.2.2, ADD THE FOLLOWING SENTENCE TO THE END OF THE PARAGRAPH:**

The bonds required for this project shall meet the requirements of the State of Indiana.

**ARTICLE 8; FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR****REVISE PARAGRAPH TO READ AS FOLLOWS:**

The contract between Owner and Contractor shall be written using Owner's standard contracting procedures and forms.

**ARTICLE 9; TIME****ADD NEW PARAGRAPH AND SUBPARAGRAPH:****COMPLETION TIME**

**9.1.1 IT IS THE INTENT OF THE OWNER TO BEGIN WORK AFTER JUNE 11TH, 2012 AND HAVE WORK SUBSTANTIALLY COMPLETE AND SUITABLE FOR USE BEFORE THE AUGUST 1ST, 2012.**

**9.2, ADD THE FOLLOWING NEW PARAGRAPH****9.2 FAILURE TO COMPLETE WORK:**

9.2.1 For each calendar day that the Work remains incomplete after the above published completion dates, the sum of \$500.00 will be deducted from the Contractor's Contract as liquidated damages. Due account will be taken (if any) by both the Owner and Architect for adjustments to the specified time. Liquidated damages will not be accessed to sites that were completed prior to the specified completion dates and are waiting for final inspection. Liquidated damages will also be accessed for each calendar day beyond the specified date on the Certificate of Substantial Completion to complete any of the corrective action or clean up work as identified on the final inspection.

**ARTICLE 10; MEETINGS****10.1, ADD NEW PARAGRAPH AND SUBPARAGRAPH:****10.1 PREBID CONFERENCE:**

10.1.1 A prebid conference with the Owner, Architect, and Bidders will be held at the time and location indicated in the Legal Notice.

**END OF SECTION**