

SECTION 001113 - ADVERTISEMENT FOR PREQUALIFIED TIER-1 BIDDERS

1.1 PROJECT INFORMATION

**A. Notice to Bidders: Prequalified Tier-1 bidders may submit bids for project as described in this Document. Prequalified Tier-1 bidders to submit bids according to the Instructions to Bidders.**

1. Regulatory Requirements: IC 5-32 shall govern submittal, opening, and award of bids.

**B. Project Identification:**

1. Project Locations:
  - a. Lillian Schmitt Elementary School
    - Address: 2675 California St., Columbus, IN 47201

**C. Owner:**

1. Bartholomew Consolidated School Corporation
  - a. Address: 1200 Central Avenue, Columbus, IN 47201

**D. Engineer:**

1. R.E. Dimond and Associates
  - a. Address: 732 N Capitol Avenue Indianapolis, IN 46204
  - b. Bill Eisler

**E. Architect:**

1. CSO Architects
  - a. Address: 8831 Keystone Crossing, Indianapolis, IN 46240
  - b. All Schools: Jim Funk/Brad Krohn

**F. Construction Manager (CMc):**

1. Maxwell Construction Company
  - a. Address: 440 Nowlin Avenue, Greendale, IN 47025
  - b. **Nate Werner**  
[nwerner@maxwellbuilds.com](mailto:nwerner@maxwellbuilds.com)  
Office: 812-537-2200  
Cell: 614-312-8810

**G. Project Description: Bid Package #1 consists of (1) one Bid Category. This package makes up the early mechanical equipment scope at Lillian Schmitt Elementary School (SES).**

**H. Construction Contract: Bids will be received for the following Bid Categories:**

1. Early Equipment Package

1.2 BID SUBMITTAL AND OPENING

- A. Owner and CM will accept sealed lump sum bids until the bid time and date at the location given below. Owner and CM will consider bids prepared in compliance with the Instructions to Bidders issued by Owner and CM, and delivered as follows:
1. Bid Date: Wednesday, February 21, 2024
  2. Bid Time: 2:00 PM local time.
  3. Location: Bartholomew Consolidated School Corporation Office (Bid Opening) - Boardroom
  4. Physical bids to be dropped off at the Bartholomew Consolidated School Corporation Office: 1200 Central Avenue, Columbus, IN 47201
  5. Bids shall be placed in a sealed envelope and clearly indicate:
    - a. Contractor's Legal Name and Address
    - b. BID for the Bartholomew Consolidated School Corporation Project.
    - c. Bid Category Number and/or Combination Bid (With included Bid Category numbers.)
  6. Mailed bids should be sent to the Bartholomew Consolidated School Corporation at the address listed above. If sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- B. Bids will be thereafter publicly opened and read aloud.
- C. The Owner and CM expressly reserves the right to reject any bids, to judge the character and sufficiency of the work offered but the bidder, and to judge the ability of any bidder to perform the work in a proper manner.
- D. The Owner and CM reserves the right to waive any minor irregularities in the bid submissions when considering an award.
- E. The Owner and CM reserve the right to reject any or all bids.

1.3 BID SECURITY/PERFORMANCE AND PAYMENT BOND

- A. All bidders shall submit with each bid a bid bond, cashier's check, or bank draft in the amount of Ten (10%) percent of the bid amount, plus all add alternates. No bids may be withdrawn for a period of Ninety (90) days after opening of bids. Owner and CM reserve the right to reject any and all bids and to waive informalities and irregularities.
- B. The successful bidder will be required to furnish a Performance and Payment Bond in the amount of one hundred percent (100%) of the contract amount 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. Performance and Payment Bond must be obtained from a company a rating A+ VII, A VII or A-VII by A.M. Best and lawfully authorized to do business in the jurisdiction in which the Project is located. The surety executing these bonds shall appear on the current list of "Companies Holding Certificates of Authority as acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (amended) by U.S. Department of Treasury and shall be licensed to conduct business in the State of Indiana.

1.4 Disclaimer: Statements made at the Prebid Meeting(if applicable) are non-binding. Special attention is called to the Instructions to Bidders, Subparagraph 3.2.3. Binding modifications to the Bidding Documents will be made by Addendum only.

1.5 DOCUMENTS

A. Planroom and Registration of Bidders:

1. Documents can be obtained by contacting:
  - a. Eastern Engineering of Fishers, IN  
(317) 598-0661  
easternengineering.com
2. Documents can be purchased by all interested bidders; only complete sets of documents and CD's will be issued.
3. **Prequalified bidders MUST register as a plan holder at EasternEngineering.com.**

B. Documents will be available for viewing at:

1. Maxwell Construction's Office  
440 Nowlin Avenue  
Greendale, IN 47025  
812-537-2200

1.6 TIME OF COMPLETION

- A. Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time.

1.7 NOTIFICATION

- A. This Advertisement for Bids document is issued by Maxwell Construction.

END OF SECTION 001113

## SECTION 011200 - MULTIPLE CONTRACT SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes a summary of each contract, including responsibilities for coordination and temporary facilities and controls.
- B. Specific requirements for Work of each contract are also indicated in individual Specification Sections and on Drawings.
- C. Related Requirements:
  - 1. Section 011000 "Summary of Work" for the Work covered by the Contract Documents, restrictions on use of Project site, phased construction, coordination with occupants, and work restrictions.
  - 2. Section 013100 "Project Management and Coordination" for general coordination requirements.
  - 3. Section 004323 "Alternates Form" for Alternates.

#### 1.3 DEFINITIONS

- A. Permanent Enclosure, Building Enclosure, Building Dried-In: As determined by Architect, the condition at which roofing is installed and providing protection is insulated and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures equivalent in weather protection to permanent construction.
- B. Bid Package Contractor: Prime bidding contractor to submit bid according to these specifications.

#### 1.4 COORDINATION ACTIVITIES

- A. Coordination activities between Bid Package Contractors, include, but are not limited to, the following:
  - 1. The Early Equipment Package will be assigned to the awarded contractor of future mechanical/plumbing bid package to install the equipment. The awarded mechanical/plumbing contractor will provide all required personnel and equipment to

unload the “early equipment” at the project site, assume the warranty, and install this equipment.

2. Early Equipment must be delivered to site at the earliest date possible. “Early Equipment” manufacturer must coordinate deliveries with successful “Future Tier-1 Prime Mechanical/Plumbing Contractor”.
3. Equipment that is scheduled to be delivered prior to 6/1/24 to be coordinated with successful “Future Tier-1 Prime Mechanical/Plumbing Contractor” on storage location.
4. Respondents (Early Equipment Vendors) shall include all shipping costs (FOB Jobsite) to deliver the “Early Equipment” to the project site in their quotation. Delivery shall be to 2675 California St. Columbus, IN 47201. The “Early Equipment” Vendor shall coordinate with and give a minimum 5-day notice to the successful “Future Tier-1 Prime Mechanical/Plumbing Contractor” prior to delivery. Delivery shall be completely coordinated with the successful “Future Tier-1 Prime Mechanical/Plumbing Contractor”.

#### 1.5 GENERAL REQUIREMENTS OF BID PACKAGE CONTRACTORS

- A. This project will be tax exempt. A copy of the Owners sales tax exempt information will be distributed to the successful Bid Package Contractors as part of the contract.
- B. The following is a description of Bid Packages. All work relative to the project is identified on the plans and specifications. This section describes the work in each Bid Package as designated by the Construction Manager (“CM” or “Construction Manager”). Each Bid Package Contractor shall cooperate and coordinate with all other Bid Package Contractors for proper and expedient completion of the work of this project. Each Bid Package description identifies the major portions of scope of work to be performed by the bidder in specific Bid Packages.
- C. Refer to the drawings and specifications for a detailed accounting of any work not explicitly specified or noted. Each Bid Package lists specification sections included, in whole or in part, in that Bid Package. All work activities not explicitly specified or noted but required to complete the work included in a Bid Package are a part of the work scope. If conflicts regarding assignment of work exist between the drawing notes and these descriptions, the Description of Work located in this document after the Bid Package numbers will take precedence. Should portions of the Drawings and Specifications appear to be in disagreement with each other relative to the quality or quantity of Work required, the more expensive/better quality or greater quantity shall govern, and shall be provided, unless instructions are otherwise furnished in writing to the Bid Package Contractor by the CM.
- D. The terms Prime Contractor, Trade Contractor, Bid Package Contractors, or Contractor shall be considered the same as Bid Package Contractor and is the entity that enters a contract with the CM as a successful Bid Package bidder. Each Bid Package Contractor is considered a General Contractor.

#### 1.6 ACCIDENT / INCIDENT REPORTING

- A. All accidents and incidents to property damage must be reported immediately to the Construction Manager (“CM” or “Construction Manager”).

- B. The Construction Manager is NOT responsible for safety or accidents/incidents on the project or individual Bid Package Contractor safety or accident/incident reporting.
- C. Corrective action(s) to property damage shall be documented and submitted to the CM as a follow up to any accident / incident to property damage.

1.7 AIA 133/201 Provisions

- A. § 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance and in writing by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.
- B. § 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to work.
- C. § 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor

1.8 General Notes to Bidders

- A. The Owner may elect to disqualify bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.
- B. Bidders shall submit with each bid a bid bond, cashier's check, or bank draft in the amount of Ten Percent (10%) of the bid amount, plus all add alternates. No bids may be withdrawn for a period of Ninety (90) days after opening of bids. Owner and CM reserves the right to reject any and all bids and to waive informalities and irregularities.
- C. All Blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

- D. Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

1.9 Bid Category #1 – Early Equipment Package

- A. The Scope of Work in this Contract includes all labor, material, equipment, services, and supervision necessary to complete all work specified herein, but not limited to, in accordance with the Contract Documents, and as described below:

22 40 00	Plumbing Fixtures
23 73 23	Custom Air-Handling Units
23 74 13	Packaged Rooftop Units
23 74 14	Custom Built Outdoor Central Station Air-Handling Units
23 81 33	Variable Refrigerant Volume Air Conditioning
23 82 24	Vertical Unit Ventilators

- B. Work in this Bid Category includes, but is not limited to the items indicated in the specification sections above and the items listed below:

1. All Bid Packages are responsible for the information in Division 0 and Division 1 specs.
2. Responsible for own safety.
3. Project is sales tax exempt.
4. This Bid Category is responsible for all the material as identified in the Drawings and Specs.
5. The items below are not a complete list of items to be included. Contractor/Manufacturer is responsible for furnishing all early equipment as portrayed in specifications and drawings.
6. Deliveries of “Early Equipment” are to be coordinated with CM and successful “Future Tier-1 Prime Mechanical/Plumbing Contractor” and conform to dates in bid docs.
7. Early Equipment must be delivered to site at the earliest date possible.
8. Equipment that is scheduled to be delivered prior to 6/1/24 to be coordinated with successful “Future Tier-1 Prime Mechanical/Plumbing Contractor” on storage location.
9. Manufacturer to provide preliminary shop drawings/submittals with their bids.
10. Manufacturer to produce final shop drawings/submittals within 10 days from NTP.
11. All applicable shop drawings/submittals and pricing shall be included in bid price.
12. Submit final shop drawings/submittals to successful “Future Tier-1 Prime Mechanical/Plumbing Contractor” for inclusion into Operation and Maintenance manuals.
13. The “Early Equipment Package” will be assigned to the awarded contractor of future mechanical/plumbing bid package to install the equipment. The awarded mechanical/plumbing contractor will provide all required personnel and equipment to unload the “early equipment” at the project site, assume the warranty, and install this equipment.
14. “Early Equipment” manufacturer must coordinate deliveries with Future Tier-1 Prime Mechanical/Plumbing Contractor.
15. Equipment cannot be delivered early unless approved by CM.
16. Respondents (Early Equipment Vendors) shall include all shipping costs (FOB Jobsite) to deliver the “Early Equipment” to the project site in their quotation. Delivery shall be to 2675 California St. Columbus, IN 47201. The “Early Equipment” Vendor shall coordinate

- with and give a minimum 5-day notice to the successful future, "Tier-1 Prime Mechanical/Plumbing Contractor" prior to delivery. Delivery shall be completely coordinated with the successful "Future Tier-1 Prime Mechanical/Plumbing Contractor".
17. This equipment shall be shipped from the factory to the project site via FOB Jobsite. All shipping costs and freight insurance shall be covered in this bid by the manufacturer. The equipment will be unloaded, stored, and installed by the installing contractor under separate contract. Coordinate delivery with installing contractor.
  18. Early Equipment warranty shall start at the date of substantial completion.
  19. If a supplier or contractor bills for stored materials on or off site, they are required to attach proof of insurance in the amount of the cost of the stored materials as well as photo documentation of stored materials.
  20. The Owner and/or Construction Manager is handling the initial placement of material order. Payment will be through Owner/CM. Once a "Tier-1 Prime Mechanical/Plumbing Contractor" is selected, the purchase order/responsibility for the units will be transferred to the future "Tier-1 Prime Mechanical/Plumbing Contractor". Until the future Tier-1 Prime Mechanical Contractor is selected, the Owner and/or Construction Manager will coordinate shop drawings and ordering materials.
  21. The intent of this bid package is to get shop drawings started, start the manufacturing process, and ultimately, expedite the material delivery date. Payment will be handled by the Owner/CM. The future "Tier-1 Prime Mechanical/Plumbing Contractor" will be awarded before the delivery of units.
  22. Include **Allowance** of **\$65,000** to be used as directed by the CMc for miscellaneous materials, equipment, labor, design, and/or scope changes.

END OF SECTION 011200