

**RICHMOND COMMUNITY SCHOOLS
TEST INTERMEDIATE SCHOOL
ROOF REPLACEMENT PROJECT**

LWC Commission No. 24105.15

**ADDENDUM #02
July 01, 2024**

LWC, Inc.
712 EAST MAIN ST
RICHMOND, IN 47374

To Prospective Bidders:

This addendum is a modification of the Contract Documents for the above referenced project and is hereby incorporated into and becomes a part of said Contract Documents. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification. It is to be considered in the Proposals and covers additions to or changes in the Contract Documents as indicated below.

Attachments:

- Specifications:
 - o Section 000100 – Instruction to Bidders
 - o Section 000500 – Preliminary Schedule

GENERAL NOTES

- **Pre-bid Meeting**
 - **July 9, 2024, at 1:00 pm. (ADD 02)**
 - July 16, 2024, at 1:00 pm. (ADD 01)
- **Bid Date and time will be July 30, 2024, at 1:00 pm. (ADD 01)**
- The last day for Bidder questions is **July 26, 2024. (ADD 01)**
- The last Addendum will be issued **July 26, 2024. (ADD 01)**

SPECIFICATIONS

1. Section 000100 – Instruction to Bidders
 - a. Updated Pre-Bid Meeting Date
 - b. Updated Pre-Bid meeting location
2. Section 000500 – Preliminary Schedule
 - a. Updated Pre-Bid meeting Date

END OF ADDENDUM #02

SECTION 000100 - INSTRUCTIONS TO BIDDERS (ADD 02)

Sealed bids for the **Test Intermediate School Roof Replacement Project** will be received by the Richmond Community Schools (hereinafter referred to as the "Owner") at the Richmond Community School's Board Room, 300 Hub Etchison Parkway, Richmond, Indiana 47374 until 1:00 P.M. local Time, on **Tuesday, July 30, 2024, (ADD 01)** The bids shall be noted for date and time upon receipt. Bids received after said time but during the bid opening meeting shall be noted with time of receipt, opened, and publicly read aloud, and thereafter handled by the Owner as required by applicable law.

Complete and detailed bidding documents for this work are on file and may be examined by prospective bidders at the following places:

LWC, Inc.
712 East Main Street
Richmond, Indiana 47374
(765) 966-3546
Fax (765) 962-9195

On Line
LWC's FTP
Contact Greg Drennen by email:
gdrennen@lwcinspires.com

Department of Building and Grounds
Richmond Community Schools
302 North 7th Street
Richmond, Indiana 47374

1. **INTERPRETATION:**

No oral interpretation will be made to any bidder as to the meaning of the Specifications. Every request for such an interpretation shall be made in writing and addressed to LWC, Inc., 712 East Main Street, Richmond, Indiana 47374 or by email to Greg A. Drennen, (gdrennen@lwcinspires.com). No inquiry received within ten (10) days of the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an Addendum to the Specifications, which, if issued, will be emailed to all prospective bidders (at the respective addresses furnished for such purposes) not later than seventy-two (72) hours prior to the date fixed for the opening of bids. Failure of any bidder to receive any such Addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. Receipt of each Addendum must be acknowledged on the Bid Proposal Form.

2. **EXAMINATION OF SITE, SPECIFICATIONS, ETC.:**

Each bidder shall visit the site of the proposed work and fully acquaint himself with conditions as

they exist, so he may fully understand the facilities, difficulties and restrictions attending the execution of the work under this Contract. Bidders shall also thoroughly examine and be familiar with the Specifications. The failure or omission of any bidder to receive or examine any form, instrument or document, or to visit the site and acquaint himself with conditions there existing shall, in no way, relieve any bidder from any obligations with respect to his bid.

By submitting a bid, the bidder agrees that he has examined the site, the Specifications, all other bidding documents and, where the Specifications require, a given result to be produced in any part of the Work, that the Specifications are adequate and the required result can be produced under the Specifications.

No claim for any extra will be allowed because of alleged impossibilities in the production of the results specified or because of inadequate or improper Drawings and Specifications.

Pre-bid Meeting will be held prior to the bid due date. A meeting will be held on Tuesday, July 9, 2024 at 1:00pm and July, Local Time at Test Intermediate School, 33 S. 22nd Street, 47374. Meet at the parking lot on the west side of the building. Tours of the building will follow. (ADD 02)

3. TIME FOR RECEIVING THE BIDS:

Bids received prior to the time of opening will be securely kept unopened. Bids submitted by mail should be addressed to Richmond Community Schools (hereinafter referred to as the "Owner"), 300 Hub Etchison Parkway, Richmond, Indiana 47374, ATTN: Karen Scalf. The person whose duty it is to open them will decide when the specified time has arrived. Bids received after said time but during bid opening meeting shall be noted with time of receipt, opened, and publicly read aloud, and thereafter handled by the Owner as required by applicable law. No responsibility will be attached to the office for the premature opening of a bid not properly addressed and identified. Telegraphic modification of bids already submitted will not be considered.

4. SUBSTITUTIONS:

Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.

Whenever a particular brand, product name or named manufacturer is listed in the Contract Documents, the intent is to establish a level of quality, performance or product characteristic and is not intended to limit competition or prevent a Bidder from proposing the use of a different but functionally comparable brand, product or manufacturer. The Bidder is advised to follow the procedures for submittal of such a proposed alternate or substitution that are contained in the immediately following paragraph.

No substitution will be considered unless written request has been submitted to the A/E for approval at least ten (10) days prior to the date for receipt of bids for single items and fourteen (14)

days for multiple items. Each such request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performances and test data, written statement to indicate where any differences occur, and any other data or information necessary for complete evaluation. A/E will make no determination unless all of the above information is provided. The A/E is not obligated to contact the provider of such request to gain any of the above information not supplied and furthermore will not act upon any request where all of the above information and data is not supplied with request.

5. VOLUNTARY ALTERNATE BIDS:

Voluntary alternate bids will not be considered unless called for or approved by the A/E.

6. CORRECTIONS:

Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

7. UNIT PRICES:

The Contractor shall submit unit prices for any items requested. These unit prices will be used in determining additions to or deductions from the contract amount, when authorized changes in the Work, as shown on the Drawings and/or Specifications, are directed. Any bidder not complying with this request will put his bid in jeopardy of being accepted.

Unit prices shall include the furnishing of all labor and materials, overhead and profit, complete in place unless otherwise noted.

8. CONTRACTOR'S DIRECT PARTICIPATION IN WORK:

Per Indiana Public Works statute IC 5-16-13-9 the General Contractor will be required to complete at least fifteen (15%) percent of the labor portion of the contract work with his own organization. Acceptable forms of self-performance which may be included in calculating the total cost of labor performed to meet this requirement include the following:

- a. Actual work performed on the project by its own employees.
- b. The costs/value of materials supplied directly by the contractor to the project
- c. The value of services provided directly by the contractor's employees that total at least 15% of the General Contractor's total contract price

All other Contractors and Subcontractors will be required to complete at least fifteen (15%) percent of the labor portion of the Contract Work with his own organization, based on similar calculations to those noted above. This percentage shall be exclusive of the Contractor or Subcontractors' supervision.

9. TAXES, PERMITS, INSPECTIONS, ETC.:

All bid amounts are to include the cost of all state and local taxes, cost of all required permits and inspections as required by governing agencies other than local inspections and permits. This project being a school project, all fees have been waived by the City of Richmond. State sales tax is not to be included in the bid price. The Owner is sales tax exempt. The exemption number shall be furnished by the Owner to the Contractor for his use.

10. PREPARATION AND SUBMISSION OF BIDS:

Proposals shall be submitted on General Form No. 96 (Revised 2010), prescribed by the Indiana State Board of Accounts (Bid Form) and on the Bid Proposal Form provided in this manual, Section 000400.

Sealed Bids and Number Required:

- a. All bids must be submitted in duplicate.
- b. The Bid, bid security, and other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party indicated below and shall be identified with the Project name, division of work and the Bidder's name and address. 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.

Karen Scalf
Chief Operations Officer
Richmond Community Schools
RCS Test Intermediate School - Roof Replacement Project (ADD 02)
300 Hub Etchison Parkway
Richmond, Indiana 47374

- c. The Owner may consider, as informal, any bid on which there is an alteration of or departure from the bid procedure stated herein.

The bidder is required to submit proposals for all alternates and unit prices. In the event the bidder does not desire to make a change from the base bid, he shall so indicate by using the words "no change".

Indication of Amounts:

- a. Each proposal shall have the amount written with ink or typewritten in words and figures. Should there be any discrepancies between the words and figures indicating any amount in the proposal, the amount written in words shall be taken as the correct amount.

- b. Any bid may be rejected if it contains any alterations or erasures.

Requirements for Signing Bids:

- a. Any bid not signed by the individual marking same shall have attached to it a Power of Attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
- b. A bid signed for a partnership shall be signed by one of the partners, or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be a Power of Attorney attached to the bid evidencing authority to sign the bid, executed by the partners.
- c. Bids which are submitted by a corporation shall have the correct name thereof and the signature of the president or other authorized officer of the corporation and secretary or an assistant secretary manually written below the corporate name following the word "by _____".

Bid Guarantee:

- a. Each bid must be accompanied by a bid guarantee, which shall be not less than five percent (5%) of the amount of the bid. Bidders may, at their option, submit bid guarantee in the form of a certified check, bank draft, U. S. Government Bond (as par value) or a Bid Bond A.I.A. Form A-310. Certified check or bank draft must be made payable to the order of Richmond Community Schools. Cash deposits will not be accepted. The bid guarantee shall insure the execution of the Contract and the furnishing of Performance & Labor and Material Payment Bonds by the successful bidder, as specified in the Contract Documents.
- b. Contractor is authorized to use the bonding company's standard bid bond, in lieu of the A.I.A. form specified in paragraph above, provided the form is substantially the same.
- c. Revised bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent of the original bid, must have the bid guarantee adjusted accordingly, otherwise, the revision of the bid will not be considered, and the original bid shall remain in force.
- d. In case bid guarantee is in the form of a certified check, bank draft, or U. S. Government Bond, the Owner may make such disposition of the same as will accomplish the purpose for which it was submitted. Certified checks or bank drafts, or the amount thereof, and U. S. Government Bonds of unsuccessful bidders will be returned as soon as practical after the opening of the bids.
- e. Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for ninety (90) days after the time designated for the receipt of bids without the consent of the Owner.

Questionnaire:

- a. Each set of bids shall be accompanied by a fully executed copy of General Form No. 96 (Revised 2010) prescribed by the Indiana State Board of Accounts (Standard Questionnaire and Financial Statement for Bidders).

Non-Collusion Affidavit:

- a. Each bidder shall furnish, with his bid, an affidavit that such bidder has not directly or indirectly entered into a combination, undertaking, collusion, or agreement with any other bidder or prospective bidder, or with any officer or member of the Board of Education which tends to or does lessen or destroy free competition in the letting of contracts sought for these Instructions to Bidders.

11. AWARD OF CONTRACT:

When Award is Effectual:

- a. The Contract shall be deemed to have been awarded when notice of award shall have been duly served upon the awardee (i.e., the bidder or bidders to whom the Owner contemplates awarding the Contract or Contracts) by some officer or agent of the Owner duly authorized to give such notice.

Award of Contract, Rejection of Bids:

- a. The Contract will be awarded to the lowest responsible bidder complying with the conditions of the Bidding Documents, provided his bid is reasonable, and it is in the interest of the Owner to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all bids, and waive any informality in bids received whenever such rejection or waiver is in the interest of the Owner.

The Owner also reserves the right to reject the bid or any bidder who has previously failed to perform properly or complete on time, Contracts of a similar nature; 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.

In determining the lowest responsible bidder, the following elements, in addition to those above mentioned, will be considered:

- a. Whether the bidder involved:

- 1) maintains a permanent place of business,
 - 2) has adequate plant equipment and personnel to do the work properly and expeditiously,
 - 3) has a suitable financial status to meet the obligations incidental to the work,
 - 4) and has appropriate technical experience.
- b. If required, the bidder shall submit to the A/E, a properly executed Contractor's Qualifications Statement, A.I.A. Document A305.
- c. The Owner reserves the right to accept any, or all, or any combination of the requested alternates, and accept them in any order as he may deem it to be in his best interest in determining the lowest responsible bidder.

Performance Bond, Payment Bond, Execution of Contract:

- a. The successful bidder will be required to furnish to the Owner Performance & Labor and Material Payment Bonds in a penal sum of one hundred percent (100%) of the total amount payable by the terms of the contract.

Bonds shall be executed by a surety company or letter of credit issuer bank, as applicable, in a form approved by the Owner, Contractor and surety or letter of credit issuer bank, as applicable. Such bond, among other conditions, shall be conditioned for payment for all material used in the work and for all labor performed in the work, whether by subcontractor or otherwise.

- 1) Said bond shall remain in full force and effect, during the life of the contract and during the term of any guarantee or warranty required by the specifications.
- 2) Contractor shall keep his Bonding Company informed of any and all changes in amount of his contract with the Owner.

It is understood and agreed that the Surety expressly waives whatever right it may have to be notified on any alterations, modifications, and additions which may be directed by Owner or A/E under the terms hereof. And it expressly agrees that no change, modifications, omission or addition in and to the terms or conditions of this contract, said plans, specifications, or profiles, or any irregularity or defect in this contract or in the proceedings preliminary to the letting and awarding thereof, shall in no way affect or operate to relieve, release or discharge said Surety.

- b. The successful bidder will be required to execute a contract with the Owner, in the

Standard A.I.A. Form A101 (latest edition), in such manner of counterpart as the Owner may request.

- c. Such Performance & Labor and Material Payment Bonds will be furnished, and such Contract shall be executed and delivered, by the successful bidder within ten days after notice of award of contract by the Owner.

Liquidated Damages for Failure to Enter Into Contract:

- a. The successful bidder, upon his failure or refusal to execute and deliver the Contract and bond required within ten (10) days after he has received notice of the award of work, shall forfeit to the Owner as liquidated damage for such failure or refusal, the security deposited with his bid.

12. NONDISCRIMINATION PROVISIONS

- a. General:

The Contractor shall perform, observe and comply with all applicable state, municipal and federal laws, rules, regulations and Executive Orders pertaining to nondiscrimination against employees or applicants for employment because of race, color, religion, national origin or ancestry. When required by such laws, rules, regulations and Executive Orders, the Contractor shall include nondiscrimination provisions in all contracts and purchase orders.

- b. State of Indiana Requirements:

Pursuant to Indiana Code 22-9-1-10 and the Civil Rights Act of 1964, the parties and any contractors or subcontractors thereof, shall not discriminate against any employee or applicant for employment in the performance of this contract. Parties shall not discriminate with respect to the hire, tenure, terms conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this provision may be regarded as a material breach of this contract.

13. INDIANA PUBLIC WORKS LAW CERTIFICATE

Contractor will be expected to execute the following Public Works Law Certificate.

INDIANA PUBLIC WORKS LAW CERTIFICATION

_____ (Name), _____ (Position) at _____ (Entity) ("**Company**"), hereby certify that:

1. I have personal knowledge of the facts recited herein. I am over the age of eighteen (18) and am mentally competent to make this certification.+
2. As a _____ (Position) at Company, I am competent, authorized, and capable to execute this certification on Company's behalf.
3. This certification is made pursuant to Ind. Code § 5-16-13. I understand the terms and conditions of Ind. Code Sec. 5-16-13 are expressly incorporated by reference into the Contract for the work at _____ ("Project").
4. Company shall maintain general liability insurance in at least the following amounts:
1)for each occurrence limit, One Million Dollars (\$1,000,000.00) and 2) for the general aggregate limit, Two Million Dollars(\$2,000,000.00).
5. Company must be qualified under either Ind. Code§ 4-13.6-4 or Ind. Code§ 8-23-10.
6. Company must comply with the City and State's E-Verify requirements and submit the _____'s E-Verify affidavit.
7. Company and all of its subcontractors will not pay cash to any individual employed by Company for any work that may be done by the individual on the Project.
8. Company and all of its subcontractors pays all of their employees, including any employees that may work on Project, in accordance with the Fair Labor Standards Act, Title 29, United States Code, Chapter 8. Company and its subcontractors have not been found responsible for any violation of the Fair Labor Standards Act or the Indiana Minimum Wage Law in the past three (3) years.
9. Company and all of its subcontractors pay all of their employees, including any employees that may work on Project, in accordance with the minimum wage provisions found in the Indiana Minimum Wage Law, Ind. Code§§ 22-2-2-1 through 22-2-2-8.
- 10.Company and all of its subcontractors are in compliance with the Indiana Workers Compensation

requirements contained in Ind. Code §§ 22-3-5-1 and 22-3-7-34.

11. Company and all of its subcontractors are in compliance with Indiana Unemployment Compensation requirements contained in Ind. Code §§ 22-4-1 through 22-4-39.5.
 12. Company and all of its subcontractors must be in compliance with Indiana's Drug Testing requirements for employees in Ind. Code §§ 4-13-18-1 through 4-13-18-7.
 13. Company must comply with the training requirements provided Ind. Code § 5-16-13-12.
 14. Company certifies that it shall self-perform at least 15% of the total Project.
 15. Company shall preserve payroll and related records for a period of three (3) years after the completion of the project work and open them to inspection by the Department of Workforce Development.
 16. During the term of this Agreement, Company shall enroll in and verify the work eligibility status of all newly hired employees of the company through the E-Verify program of the federal government if, and only if, such E-Verify program continues to exist.
- I affirm under penalties for perjury that Company does not knowingly hire an illegal alien.
17. I further affirm under penalties for perjury that neither the Company nor any principals of or employees of the Company engage in investment activities with the nation state of Iran, as said activities are defined at IC 5-22-16.5-8.

Signature

END OF SECTION 000100

SECTION 000500 – PRELIMINARY SCHEDULE (ADD 02)

1.1 SCHEDULE OUTLINE

- A. Documents Available for Bid: June 20, 2024
- B. First Advertisement by June 28, 2024
- C. Pre-bid Meeting:
 - 1. **Pre-bid Meeting: July 9, 2024, at 1:00 pm. (ADD 02)**
 - 2. **Pre-bid Meeting: July 16, 2024, at 1:00 pm. (ADD 01)**
- D. Second Advertisement by July 5, 2024
- E. Last Day for Bidder Questions: **July 26, 2024** (ADD 01)
- F. Date of Last Addendum: **July 26, 2024** (ADD 01)
- G. **Bids Due: July 30, 2024, at 1:00 pm.** (ADD 01)
- H. Contractor Post-Bid Interviews – **July 31- Aug 02** (ADD 01)
- I. Anticipated Contract Award: August 14, 2024
- J. Issue Notice to Proceed: August 15, 2024
- K. Construction Work:
 - 1. Phase 1 - September 1, 2024 – December 1, 2024
 - 2. Phase 2 – April 1, 2025 – July 1, 2025
- L. Substantial Completion Work:
 - 1. Phase 1: December 1, 2024
 - 2. Phase 2: July 1, 2025

END OF SCHEDULE