

INSTRUCTIONS TO BIDDERS

Owner **City of Shelbyville, Planning Commission**
44 W. Washington St, Shelbyville IN 46176

Project/Work: **Removal of Unsafe Structure(s) in Addison Township**
816 Elm St.
618 Elm St.
607 E. Jackson St.
621 E. Jackson St.
820 S. Noble St.

Owner's Representative: **Daniel Bird 317-392-5102**

Engineer: **N/A**

1. GENERAL

- 1.1 Submission of a Bid shall constitute an unconditional agreement and acknowledgement by the Bidder to be bound by all terms and conditions set forth herein and in any of the documents assembled or referred to in the bound Project Manual of which these Instructions to Bidders are a part.
- 1.2 By submitting a Bid the Bidder agrees the bid proposal and prices(s) contained herein shall be valid for ninety (90) days from the bid opening.
- 1.3 Instructions and requirements printed on any sample form included in the Project Manual or any form not so included but required to be completed, signed or furnished by a Bidder as part of a Bid Submission or after receipt and opening of Bids shall be deemed requirements established by these Instructions to Bidders to the same extent as if fully restated herein.
- 1.4 Bidder shall be licensed as a Building Contractor to perform demolition work in City of Shelbyville.

<http://www.cityofshelbyvillein.com/Departments/BuildingandPlanCommission/BuildingApplicationsForms.aspx>

- 1.5 The Owner reserves the right to delete structures from this contract or, when necessary, to delay demolition. In cases of deletions, the total bid price shall be reduced by the bid price for the deleted structure(s). The Owner shall incur no additional charges in instances of deletions or delay. Structures may be deleted from the Bid due to reasons related to asbestos concerns, the structure has already been demolished, or for legal reasons. If authorization for demolition is delayed for a structure, a separate notice to proceed shall be issued for that structure and the contract time for that structure shall commence upon the notice to proceed that is issued for that structure.

2. DEFINITIONS

- 2.1 Bidder - Any person or entity who submits a Bid.
- 2.2 Bid - A written proposal submitted by a Bidder as part of the form prescribed herein offering to perform and complete the Work and to fulfill all other requirements of the Contract Documents for one or more specified prices.
- 2.3 Bid Documents - All documents and completed forms required to be submitted by a Bidder with and as integral parts of a Bid Submission, whether or not included as sample forms assembled in the Project Manual of which these Instructions To Bidders are a part. Such Bid Documents are listed and more fully described in ITB Section 5.3 hereof.
- 2.4 Bid Date - The date when Bids are to be received, opened and publicly read aloud as established by the Notice To Bidders as may be modified by Addenda.
- 2.5 Bid Submission - All documents presented by a Bidder for receipt and opening on the Bid Date.
- 2.6 Contract Documents - The Agreement and any exhibits thereto, Addenda (which pertain to the Contract Documents), Instructions to Bidders, Advertisement, Notice to Bidders, CONTRACTOR's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award), Notice to Proceed, the Bonds, the General Conditions, the Additional Requirements Section, any supplemental conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement.
- 2.7 Minority Business Enterprise (MBE) - A business which is certified as a Minority Business Enterprise by the Owner. Certifications are conducted pursuant to Chapter 49 Code of Federal Regulations, as amended, and the City Utilization Plan.
- 2.8 Owner - The Owner City of Shelbyville acting by and through the Department or other agency designated above.

- 2.9 Project Manual - The bound set of documents, sample forms, and Contract Documents (excluding plans and Addenda) approved by the Owner for the Work and/or Project described in the Notice To Bidders and of which these Instructions To Bidders are a part.
- 2.10 Veteran Business Enterprise (VBE) – A business which is certified as a Veteran Business Enterprise by the Owner
- 2.11 Women's Business Enterprise (WBE) - A business which is certified as a Women's Business Enterprise by the Owner.

In all other respects, terms used herein shall have the meanings as stated in the General Conditions or other Contract Documents.

3. EXAMINATION OF SITE AND DOCUMENTS

- 3.1 Before the Bid Date, all Bidders shall carefully and thoroughly examine and inspect all sites of the proposed Work and the various means of approach and access thereto by means of a site inspection visit, and make all necessary investigations to inform themselves thoroughly as to the facilities necessary for delivering, placing and operating the necessary equipment, and for delivering, removal and handling materials at the site, and shall inform themselves thoroughly as to any and all actual or potential difficulties, hindrances, delays and constraints involved in the commencement, prosecution and completion of the proposed Work in accordance with the requirements of the Contract Documents. Reports including pictures of the subject properties are included in the bid package.
- 3.2 Bidders shall carefully and thoroughly examine the plans, specifications and other Contract and/or Project Manual Documents and shall assume the full risk of their own judgments as to the nature, quality and amount of the whole of the Work to be done, and for the price bid must assume all risk of any and all variances or errors in any computation or statement of amounts or quantities necessary to complete the Work in strict compliance with the Contract Documents.
- 3.6 The current Owner Standard General Conditions for Construction Contracts, is incorporated by reference as part of this bid.

4. CLARIFICATIONS AND ADDENDA

- 4.1 If a Bidder finds conflicts, errors, discrepancies or ambiguities in the Contract Documents or any sample form, or if the Bidder is in doubt as to the intended meaning of any portion or provision therein, the Bidder shall at once give written notice thereof to the Owner's Representative, at least seven (7) consecutive calendar days prior to the Bid Date. No Bidder shall be allowed any extra compensation or time extension by reason of any conflict, error, discrepancy or ambiguity of which the Bidder had actual knowledge or reasonably should have known and which he/she failed to report within the period and in the manner required by these Instructions To Bidders. **All questions must be submitted by email to Daniel Bird dbird@cityofshelbyvillein.com no later than March 7, 2016 12 p.m.**
- 4.2 No material changes, clarifications or interpretations of the Contract Documents will be issued except by written or graphic Addenda mailed or delivered to record holders of Contract Documents not less than three (3) days prior to the Bid Date. All such Addenda must be acknowledged by the Bidder and will become a part of the Contract Documents. The Owner will not be responsible for or bound by any oral or written interpretations or clarifications of the Contract Documents which anyone presumes to make on its behalf, except by an Addendum issued in accordance with this Section.

5. BID SUBMISSION

- 5.1 All Bid Documents shall be placed within a sealed envelope which shall be plainly labeled on the outside with the name and address of the Bidder along with the RFB number, Project name and number (if applicable) and Due Date. If forwarded by mail, the sealed envelope must be enclosed in another envelope addressed to: Clerk-Treasurer's Office, 44 W. Washington St, Shelbyville IN 46176
- 5.2 All Bid Documents as herein prescribed must be submitted with and as integral parts of each Bid Submission and shall be subject to all requirements of the Contract Documents, including drawings and these Instructions To Bidders. Bid Documents must be properly filled in and completed in every material respect and without interlineations, excisions, special conditions, qualifications or exceptions. Each Bid Document requiring a signature shall be signed by an individual duly authorized to execute such document on Bidder's behalf. A bid executed by a corporation, joint venture, or other entity with an assumed name shall have the legal and correct name thereof followed by the word "by" and the signature and title of the officer or other person authorized to sign for it.
- 5.3 While each bid submitted shall include the bid amount for each individual structure listed on the Bid Part 3, the owner will accept only a total bid for all five properties. The contract for demolition of the structures will be awarded pursuant to ITB Article 7, "Bid Evaluation and Award", herein;

5.4 If a bid amount is not shown for each structure (excluding notifications of deletions) bid may be rejected.

5.5 The Bid Documents to be thus submitted by each Bidder shall consist of all of the following (5.5.1, 5.5.2, 5.5.3):

.1 Bidder's Itemized Proposal and Declarations. A sample of this form is included in the Project Manual and must be utilized by all Bidders. Such document includes and consists of the following constituent "Parts":

- “Part 1 - Bidder Information”
- “Part 2 - Proposal (Bid)”
- “Part 3 - Individual Structure Amounts”
- “Part 4 - Contract Documents and Addenda”
- “Part 5 - MBE/WBE/VBE Participation,
- “Part 6 - Additional Declarations”
- “Part 7 - Non-Collusion Affidavit”
- “Part 8 - E-Verify Affidavit”
- “Part 9 - Signatures”

.2 Bid Security in the form of a Bid Bond or Certified Check in an amount not less than five percent (5%) of the bid price. No cash or personal checks accepted. Such Bid Security shall serve as security to insure the execution of the Agreement and the furnishing of other required documents by the successful Bidder, including Performance and Payment Bonds. A sample Bid Bond form is included in the Project Manual and such form, or such other form as may be approved in advance by Owner, shall be utilized if such a bond is furnished as Bid Security. A Bid Bond shall be executed by a surety company licensed to transact such business in the State of Indiana and qualified as a surety under the underwriting limitations on the current list of "Surety Companies Acceptable on Federal Bonds," as published in the U.S. Treasury Department Circular No. 570; the Bidder shall also furnish as part of the Bid Submission a signed power of attorney establishing the authority of the person executing such Bid Bond on behalf of the surety. Bid Security shall be held until the Contract is executed with the successful Bidder. In the event that all bids are

rejected, the Bid Security of all Bidders will be returned upon request. No "Annual" bid bonds, cash deposits or cashiers' checks will be accepted.

- 5.6 Bids may be withdrawn in person by a Bidder during normal hours of business prior to the time fixed for opening of Bids. In the event of a valid withdrawal of a Bid, the Bid Security of the withdrawing Bidder will be returned promptly. No Bid may be withdrawn after opening of Bids has commenced except after expiration of such period following the Bid Date as specifically provided by law, plus any extension thereof as provided elsewhere in these Instructions To Bidders. **Bidder's failure to provide all completed documentation as required in ITB Section 5.5 may result in Bid being deemed non-responsive.**
- 5.7 Foreign corporations transacting business in the State of Indiana shall comply with the requirements established by I.C. 23-1-49.

6. POST-BID REQUIREMENTS

Within three (3) business days of notification by Owner, the apparent lowest responsive Bidder will be required to submit additional documents and satisfy additional requirements as conditions to such Bidder being found by the Owner to be a responsible Bidder, as follows:

- 6.1 Affirmative Action Plan. The Bidder shall provide its Affirmative Action Plan and a properly completed and executed "Owner- EQUAL OPPORTUNITY COMPLIANCE" for approval by the Owner. If a Bidder has fifteen (15) or fewer employees he shall submit an Affirmative Action Policy statement. Otherwise, he shall submit the Indiana Plan/Affirmative Action Certification. A Bidder must submit these items unless they have previously been submitted, accepted and found to be satisfactory by DMWBD during the current calendar year (year of bid opening). If the Bidder has received a letter of compliance from DMWBD for the current calendar year, he/she should submit a copy of such letter.
- 6.2 Proof of Insurability. Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain property damage insurance coverage in the minimum amounts of \$1,000,000 per occurrence and \$1,000,000 aggregate. Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain public liability insurance for bodily injury insurance coverage in the minimum amounts of \$500,000 per occurrence and \$500,000 aggregate. Furthermore Contractor shall provide workers'

compensation insurance as required by Indiana law. Public liability and workers' compensation insurance policies shall be on file with Owner with at least thirty (30) days written notice of any and all cancellation or change in the Owner's Division of Compliance. Contractor shall also furnish the terms of such policies. The Bidder shall furnish proof of insurance showing existing coverage in accordance with the terms and amounts stated herein. Such proof of insurance shall be issued by a financially responsible insurance company authorized to do business in the State of Indiana.

- 6.3 Surety Letter of Intent. The Bidder shall furnish a written statement or letter from a Surety company licensed to transact such business in the State of Indiana and qualified as a surety under the underwriting limitations on the current list of "Surety Companies Acceptable on Federal Bonds", as published in U.S. Treasury Department Circular No. 570 which assures the Owner that, in the event the Bid is accepted and a Contract is awarded by Owner, said Surety will execute and deliver both a Performance Bond and Payment Bond as required by the Contract Documents.
- 6.4 Joint Venture Agreement. If the Bidder is a joint venture, partnership or other combination of two or more persons or entities, the Bidder shall submit a copy of the joint venture or other agreement by which such joint venture, partnership or other association has been formed, executed by all such participating persons or entities. If the Bid is signed by less than all parties that comprise the Bidder, suitable written evidence of the authority of such signing party to bind all such parties must also be furnished.
- 6.5 6.6 Subcontractor/Supplier List. The Bidder shall submit all documentation required under Section 9.4, including all MBE/WBE/VBE requirements (POST-BID-4).
- 6.7 Manufacturers List. The Bidder shall submit a complete list of all equipment and supplies that are listed in the Manufacturer's List (POST-BID-5).
- 6.8 Local Preference Documentation. If the Bidder is claiming local preference as defined by Indiana Code 36-1-12-22, it shall include such claim with its Bid. In addition the Bidder shall submit, as a Post-Bid submittal, all documentation required by the Local Indiana Preference form (POST-BID-6).

If the Bidder is a Joint Venture and is claiming local preference pursuant to Indiana Code 36-1-12-22, the Bidder shall submit all post bid documentation as required by the Post-Bid submittals. In determining whether the Joint Venture qualifies as a Local Indiana Business,

as defined by Indiana Code 36-1-12-22, the Owner will evaluate the Joint Venture by combining each business's total payroll, payroll paid to residents of affected counties, total number of employees, and total number of employees who are residents of Affected Counties. Further, each part of the Joint Venture shall submit the location of its principal place of business. Length of time at location considered principal place of business will be a consideration in whether the Joint Venture qualifies as a local Indiana business. The Owner will determine whether the Joint Venture qualifies as a Local Indiana Business, as defined herein, by viewing the Joint Venture as one business, not as separate businesses. The total overall Joint Venture must qualify as a Local Indiana Business to receive the local preference as defined in Indiana Code 36-1-12-22.

- 6.9 E-Verify Documentation. - The Bidder shall submit verification that it is enrolled in and participating in the E-Verify program (POST-BID-7).

7. BID EVALUATION AND AWARD

- 7.1 Award of the Contract will be made to the lowest, responsive and responsible Bidder, where the Bid is reasonable and does not exceed the funds available for the project. The Owner reserves the right to reject all Bids and may waive or allow a Bidder to correct errors, omissions or other irregularities in Bid Documents that are found not to have afforded the Bidder a substantial competitive advantage over other Bidders.
- 7.2 Evaluation of Bids shall be based on conditions at the time of the Bid opening. Bids for structures deleted from the invitation to bid prior to the Bid opening, for structures already demolished, or due to asbestos concerns, shall not be considered in determining the lowest, responsive and responsible Bidder.
- 7.3 The Owner shall have the right to reject any Bid if investigation of the Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations and complete the Work. Any or all Bids will be rejected if there is reason to believe that collusion exists among Bidders.
- 7.4 Patent math errors in statements of Bid prices or totals may be corrected by the Owner, in which case the corrected amounts will be used for the purpose of Bid evaluation, comparison and other award considerations. However, the Owner shall not be required to discover or correct any error or omission in a Bid and the Bidder shall assume the risk of and be bound to the consequences of any such error or omission.

7.5 The Owner may, at its sole option, award the Contract to a Bidder on a conditional basis to afford the Bidder additional time and opportunity to submit required documents or to fulfill other requirements. In such case, the Owner will furnish to the Bidder a notice of conditional award which will establish (i) the additional conditions to be fulfilled for the award to become effective, and (ii) the time limit within which such conditions shall be satisfied. If the Bidder fails to satisfy the conditions in the manner and within the time specified in such notice, the Owner may declare such Bidder to be non-responsible and award the Contract, conditionally or unconditionally, to another Bidder. Time limitations governing the Owner's award of the Contract shall be extended for such additional period as may be required to effectuate the conditional award procedure set forth in this sub-section, and no Bid may be withdrawn during such period of extension.

8. CONTRACT EXECUTION; SUBMITTALS

8.1 Within three (3) business days after the award notice, the successful Bidder shall sign and deliver at least three (3) counterparts of the Agreement, utilizing the form thereof included in the Project Manual and make delivery thereof to the Owner, along with other documents as prescribed by the Contract Documents. After execution and delivery of the Agreement and other required documents, and acceptance thereof by the Owner, the Bid Security furnished by each Bidder will be returned to the respective Bidders upon request.

8.2 If the Bidder fails or neglects to execute and deliver the Agreement and other required documents as prescribed by the preceding sub-section, the Bidder shall be deemed to have repudiated the Contract and thereupon the award shall be null and void; and the Bid Security provided by the Bidder shall be forfeited to and retained by the Owner as liquidated damages for such failure of the Bidder to execute the Contract, it being understood and agreed that the character and amount of actual damages sustained by the Owner cannot reliably be ascertained and measured and that the amount of the Bid Security is intended as a reasonable prospective estimate of such actual damages.

8.3 Concurrently with the execution and delivery of the Agreement to the Owner, or within such other period as the Owner may prescribe, the successful Bidder (Contractor) shall submit the following as conditions to the Bidder's right to proceed with and receive payment for any Work:

- .1 Proof of all required insurance coverage, a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Payment Bond as prescribed by the General Conditions or other Contract Documents. Such bonds shall be

executed utilizing the sample forms included in the Project Manual or alternative forms approved in advance by the Owner. Indemnification clauses between successful Bidder and the Surety shall not be binding upon the Owner;

.2 Documentation as prescribed by Section 9 of these Instructions To Bidders in respect of MBE/WBE/VBE participation;

.3 Other post-bid submittals required by the Contract Documents.

9. MBE/WBE/VBE PARTICIPATION REQUIREMENTS (If Required)

10. LIQUIDATED DAMAGES

10.1 The Contract Documents provide for the payment of liquidated damages in the event of unexcused failure by the Contractor to complete the Work within sixty (60) days from Notice to Proceed (Contract Completion Date). Such liquidated damages are to be assessed and recovered at the rate of **\$100** per day for each structure that remains undemolished and/or cleared, beyond the Contract Completion Date.

10.2 The per diem rate(s) of liquidated damages established by the preceding sub-section have been determined and are intended as reasonable prospective estimate(s) of the type and amount of actual damages which the Owner may sustain in the event of such delay(s). Submission of a Bid shall constitute an unconditional acknowledgment and agreement by the Bidder that such liquidated damages are fair and reasonable and do not and will not constitute a penalty, and that such liquidated damages may be assessed and recovered by the Owner as against the successful Bidder/Contractor and its Surety in lieu of actual damages for delayed completion.

11. CHANGE ORDERS

- 11.1 During the course of the Work, should the Owner or Bidder determine that additional work which was foreseeable is required; such work shall not be automatically awarded through change orders. However, the Owner reserves the right to award additional work which was foreseeable to the original Bidder where doing so is in the best interest of the Owner. All such awards are and will remain subject to necessary approvals.

END OF INSTRUCTIONS TO BIDDERS