



PROPOSED:

NORTH DUNN STREET SIDEWALK CONNECTION

ADVERTISEMENT/RELEASE PROJECT DATE: October 4, 2024

LETTING DUE DATE: October 21, 2024, 12:00 pm

FOR:

City of Bloomington

Engineering

401 North Morton Street

Bloomington, IN 47404

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procorenow.com/portal/bloomingtonin>

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### Attachments:

A - Sample Bid Bond Form

B - Sample Performance Bond Form

C - Indiana State Form 96

D - 2024 W9, Vendor Forms

E - Escrow docs for Yellow Cardinal

F - Sample Agreement

G - Affirmative Action Plan Packet

Dunn Street Final Plans

## 04 INSTRUCTIONS TO BIDDERS

### 1.00 CONTRACT DOCUMENTS

Contract Documents that will form the Contract are:

- a. The Agreement and its Attachments
- b. The Invitation to Bidders
- c. The Instructions to Bidders
- d. The Performance Bond and the Payment Bond
- e. The Specifications
- f. The General Conditions
- g. The Supplementary Conditions
- h. The Special Conditions
- i. The Escrow Agreement
- j. Request for taxpayer identification number and certification: Substitute W-9.
- k. All Addenda to the Bid Documents
- l. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
- m. CONTRACTOR'S submittals
- n. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
- o. All plans as provided for the work that is to be completed.

### 1.01 DEFINED TERMS

**1.01.01** Bidder: The individual or entity who submits a Bid directly to the City.

**1.01.02** Successful Bidder: The lowest responsible and responsive Bidder to whom City makes an award.

### 1.02 INSPECTION OF THE SITE

Bidder shall examine each of the Contract Documents, visit the site of the work and thoroughly and fully inform themselves of the construction hazards, procedures, labor, conditions and factors, which could affect the prosecution and completion of the work. Such considerations shall include; the conditions of existing structures and facilities which may be affected by the proposed work, the

procedure necessary for maintenance of uninterrupted operation of existing facilities, the availability and cost of labor and methods for transporting, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the Bidder's Bid. There will be no subsequent financial adjustment to any contract for lack of such prior information or its effects on the cost of the work.

### 1.03 OMISSIONS AND DISCREPANCIES

Should Quoters find discrepancies in, or omissions from, the Contract Documents, or should they be in doubt as to their meaning, questions should be submitted through the procurement portal at <https://procurement.opengov.com/portal/bloomingtonin>. Interpretation of the proposed contract documents will be made only by addendum. A copy of each addendum will be posted on the procurement portal at <https://procurement.opengov.com/portal/bloomingtonin>. The City will not be responsible for any other explanations or interpretations of the proposed contract documents.

### 1.05 INTERPRETATIONS AND ADDENDA

City on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

Bidder shall submit all questions about the meaning or intent of the Quoting Documents through the procurement portal at <https://procurement.opengov.com/portal/bloomingtonin>.

Interpretations or clarifications considered necessary by the City in response to such questions will be issued through the procurement portal and by Addenda delivered to all registered plan holders. Questions received fewer than four (4) working days prior to the date for opening of Bids may not be answered.

Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

## 2.00 BIDS

Pursuant to the "Invitation to Bidders" sealed Bids for performing the work shall be submitted through the procurement portal at or before 12:00 pm local time on Monday, October 21, 2024. Bids will be publicly opened and read aloud at a work session or regular meeting of the Board of Public Works at 12:00 Noon local time on Monday, October 21, 2024, in the Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana. Any Bids received after the designated time will not be accepted. Bids will be reviewed and the award may be made at the October 22, 2024, regular meeting of the Board of Public Works which will be held in the Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana, or a subsequent meeting of the Board of Public Works. If requested by project manager, the City's Substitute IRS W-9 form shall be executed by Bidder and received by the City prior to the issuance of a Notice to Proceed to Bidder.

**2.01 BASIS OF BID:** Bidders must submit a Bid on a unit price basis for each item of work listed in the unit price section of the Bid Form. The "Bid Price" (sometimes referred to as the extended price or Bid Amount) for each unit price Bid item will be the product of the

“Approximate Quantity”, which City or its representative has set forth in the Bid Form, for the item and the corresponding “Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by City for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with CHANGE OF CONTRACT PRICE section of the General Conditions.

**2.02 BID FORM:** Each Bid shall be legibly written or printed in ink on the Bid Form with Unit Prices provided if applicable. All addenda to the Contract Documents on which a Bid is based, properly signed by the Bidder, shall accompany the Bid when submitted. No alteration in any Bid, or in the Bid Form on which it is submitted, shall be made by any person after the Bid has been submitted by the Bidder.

**2.03 BID SIGNATURES:** Each Bidder shall sign their Bid using their usual signature and giving their full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing should also be typed or printed below the signature. A Bid by a person who affixes to their signature the word “president” or “secretary”, “agent”, or other designation without disclosing their principal may be held to be the Bid of the individual signing. When requested by the City, satisfactory evidence of the authority of the person signing shall be furnished. No Bidder may submit more than one Bid. Two Bids under different names will not be accepted from one firm or association.

**2.04 BID SUBMISSION:** Each Bid submitted shall be enclosed in a sealed envelope or wrapping, identified on the outside with the words “SEALED BID”, and the name of the project, and shall be received by the Department of Public Works at City Hall, 401 North Morton Street, Atrium, Bloomington, Indiana, on the date and at the time provided above in 2.00 BIDS.

**2.05 INDIANA LEGAL REQUIREMENTS:** Each bidder shall submit under oath with their Bid a statement of their experience, proposed plan for performing the work, equipment available to perform the work, and a financial statement. The statements shall be submitted on Questionnaire Form No. 96 of the Indiana State Board of Accounts. Each Bid shall be accompanied by a properly executed Non-Collusion Affidavit as required by the laws of the State of Indiana.

**2.06 BID GUARANTEE:** Each Bid shall be accompanied by a cashier’s check or a certified check drawn on an acceptable bank, or an acceptable Bidder’s bond in an amount of not less than five percent (5%) of the total Bid. No personal and/or company checks will be accepted or the Bid shall be deemed unresponsive. The Bid guarantee shall be made payable without condition to the City of Bloomington, Indiana, hereinafter referred to as “City”, and the amount of said Bid Guarantee may be retained by and forfeited to the City as liquidated damages if the Bid covered thereby is accepted and a contract based thereon is awarded and the Bidder should fail to enter into a contract in the form prescribed, with

legally responsible sureties, within fifteen (15) days after such award is made and confirmed by the City.

**2.07 RETURN OF BID GUARANTEE:** The Bid Guarantee deposit of each unsuccessful Bidder will be returned when their Bid is rejected. The Bid Guarantee deposit of the Bidder to whom the Contract is awarded will be returned when the successful Bidder executes a contract and files a satisfactory performance bond and payment bond. The Bid Guarantee deposit of the second and third lowest responsible Bidders may be retained for a period not to exceed ninety (90) days pending the execution of the Contract and bonds by the successful Bidder.

**2.08 WITHDRAWAL OF BID:** No Contractor may withdraw their Bid for a period of sixty (60) days after the date and hour set for the opening, and the Bidders submitting the three lowest Bids may not withdraw their Bid for a period of one hundred eighty (180) days after the opening date. A Bidder may withdraw their Bid at any time prior to the expiration of the Bid period during which Bids may be submitted by a written request signed in the same manner and by the same person who signed the Bid.

**2.09 ACCEPTANCE AND REJECTION OF BIDS:** The City reserves the right to accept the Bid submitted by the lowest responsible and responsive Bidder; to reject any or all Bids; and to waive irregularities or informalities in any Bid. Bids received after the specified time of closing will be returned unopened. The acceptance of a Bid shall bind the successful Bidder to execute the Contract and to be responsible for liquidated damages as provided in Section 4.00 below and in section 13.00 of the General Conditions.

### 3.00 QUALIFICATION OF BIDDERS

Bidders shall submit satisfactory evidence that they have a practical knowledge of the particular work bid upon, and that they have the necessary financial resources to complete the proposed work. Each Bidder shall execute completely and accurately 'Questionnaire Form No. 96' of the Indiana State Board of Accounts and the 'Request for taxpayer identification number and certification' form of the City of Bloomington and shall file the same with their Bid. The information contained therein shall be used by the City to determine the ability, experience, and capital resources of the Bidder. In determining the Bidder's qualifications, the following factors will be considered: whether the Bidder (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has the necessary financial resources to meet all obligations incident to the work; (d) has appropriate technical experience; and (e) can be added as an approved vendor to the City of Bloomington. Each Bidder may be required to show that previous work performed has been handled in such a manner that there are no just and proper claims pending against such work. No Bid will be accepted which is submitted by a Bidder who is engaged in any work which would impair their ability to finance the work covered by such Bid or to provide suitable equipment for its proper prosecution and completion.

#### **3.01 PRE-QUALIFICATION OF CONTRACTORS:**

- a. For bids in excess of \$300,000 on Public Works projects that are not considered the construction, alteration, or repair of a highway, street, or alley, the Contractor shall be pre-qualified with the Indiana Public Works Certification Board prior to starting work.
- b. For Bids in excess of \$300,000 on Public Works projects that are for the construction, improvement, alteration, repair, or maintenance of a road, highway, street, or alley, the Contractor must be pre-qualified with the Indiana Department of Transportation in accordance with Indiana Code 8-23-10.

#### 4.00 EXECUTION OF CONTRACT

Any Bidder whose Bid shall be accepted will be required to appear at the office of the City Engineer in person, or, if a firm or corporation, a duly authorized representative shall so appear, to execute the Contract within fifteen (15) days after notice that the Contract has been awarded to them. Failure or neglect to do so shall constitute a breach of the agreement effected by the acceptance of the Bid. The amount of the Bid Guarantee accompanying the Bid of such Bidder may be retained by the City as liquidated damages for such breach. In the event that any Bidder whose Bid shall be accepted shall fail or refuse to execute the Contract as hereinbefore provided, the Board of Public Works may at their option, determine that such Bidder has abandoned the Contract and thereupon their Bid and the acceptance thereof shall be null and void and the City shall be entitled to liquidated damages as provided herein.

**4.01 INSURANCE:** The Contractor will be required to carry insurance throughout the lifetime of the Contract, as provided in the General Conditions, the amount of insurance of the various types being not less than the amounts specified therein.

**4.02 PAYMENTS:** Payment for all work performed under the proposed contract will be made in cash, or its equivalent, by the City within sixty (60) days after completion and final acceptance of the work covered by the contract. Partial estimates will be issued and paid as provided in the General Conditions.

**4.03 TIME FOR BEGINNING AND COMPLETING THE WORK:** The Contractor shall start active and continuous work on the contract within fifteen (15) calendar days after the date of the notice to proceed. All work shall be completed within forty-five (45) calendar days after the date of the notice to proceed. Calendar and work days shall be as defined in the General Conditions of these documents.

**4.04 TAXES AND PERMITS:** Attention is directed to the requirements of the General Conditions regarding payments of taxes and obtaining permits. The Contractor shall be responsible for obtaining all necessary permits.

**4.05 WORKER'S COMPENSATION:** Before any work is started, the Contractor shall obtain from the Indiana State Industrial Board and file with the City, a certificate as evidence of compliance with the provisions of the Indiana Worker's Compensation Act and the Indiana Worker's Occupational Diseases Act.

**4.06 PERFORMANCE BOND:** For all contracts in the amount of \$100,000.00 or more, the Bidder to whom a contract is awarded will be required to furnish a Performance Bond to

the City in an amount equal to one hundred percent (100%) of the contract price. The bond shall be executed on the form included in the Contract Documents by a surety company authorized to do business in the State of Indiana and acceptable as surety to the City. Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond. The surety on the Performance Bond cannot be released for one year, and the bond must require that the surety will not be discharged for:

modifications, omissions, or additions;

defects in the contract; or

defects in the Bidding or awarding process.

**4.07 PAYMENT BOND:** For all contracts in the amount of \$100,000.00 or more, the Bidder to whom a contract is awarded will be required to furnish a Payment Bond to the City in an amount equal to one hundred percent (100%) of the contract price. The bond shall be executed on the form included in the Contract Documents by a surety company authorized to do business in the State of Indiana and acceptable as surety to the City. Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond. The surety on the Payment Bond cannot be released until one year after the Board's final settlement with the Contractor, and the bond is required to insure payment of subcontractors, laborers, material suppliers, and persons furnishing services. The bond must provide the same assurances as does the Performance Bond against conditions discharging the surety.

**4.08 LOCAL MATERIALS:** Preference will be given to materials, products, supplies, and all other articles produced, manufactured, made, or grown in the State of Indiana.

**4.09 NON-DISCRIMINATION IN EMPLOYMENT:** Each Bidder for Bids over \$10,000.00 shall submit and have approved by the City of Bloomington Contract Compliance Officer, Audrey Brittingham, their written Affirmative Action Plan at least twenty-four (24) hours prior to the deadline for submission of Bids. Bidders who fail to submit acceptable plans by the deadline are subject to disqualification. Each Bidder must insure that all employees and applicants for employment are not discriminated against because of race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. All the protected classes must be included in your Affirmative Action Plan for it to be acceptable. In addition to other requirements, your plan MUST include a workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementation of the Plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your method of communicating the operations of your affirmative action plan to employees and prospective applicants. Audrey Brittingham, Contract Compliance Officer, may be contacted at (812) 349-3429, 8:00 a.m. to 5:00 p.m. Monday through Friday. The successful Bidder must comply with each section of its affirmative action plan and be prepared to comply in all respects with the contract provisions regarding non-discrimination which are included in the

Employment Requirement and Wage Rate section. For contracts paid in whole or in part with federal funds, the Bidder must submit a signed statement as to whether he or she has previously performed work subject to Executive Order 11246. For contracts paid in whole or in part with federal funds, the successful Bidder must, if requested, submit a list of all subcontractors who will perform work on the project, and written and signed statements from authorized agents of the labor pools with which he/she will or may deal for employees on the work, together with supporting information to the effect that said labor pools' practices and policies are in conformity with Executive Order 11246, and that said labor pools will affirmatively cooperate in, or offer no hindrance to, recruitment, employment, and equal treatment of employees seeking employment, and performing work under the Contract, or a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same, prior to the award of the Contract.

**4.10 HARASSMENT POLICY:** Each Bidder required to submit an affirmative action plan now must also submit a harassment plan. The harassment plan must, at minimum, include a definition of harassment, the name or title of the individual designated to receive and investigate complaints and a statement that the contractor will not retaliate against an employee for complaining about harassment. A model harassment policy is included for your convenience in Section IV of this bidding packet, which you may amend and adapt as your own. Please note that this harassment policy requirement is new, adopted by the Bloomington Common Council in June, 2019.

**4.11 PERMITS:** Contractor is responsible for obtaining all permits.