

VISIT | HENDRICKS COUNTY

HENDRICKS COUNTY TOURISM COMMISSION

MASONRY RESTORATION TO
4 AND 8 WEST MAIN, DANVILLE, INDIANA

REQUEST FOR PROPOSALS (RFP)

APRIL 4, 2018

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1. **INVITATION**

The Hendricks County Tourism Commission (the "Commission") invites applicants to submit bids for masonry restoration related to 4 and 8 West Main, Danville, IN, (the "Properties") real property owned by the Commission.

2. **BACKGROUND**

The Commission offices are located at the Properties with basement, first and second floors and are used by the Commission for its offices and storage. 8 West Main was purchased and improved in 2001. 4 West Main was acquired in 2014. Since that time, maintenance and further improvements have been made to the Properties. Recently, the Commission conducted a physical assessment of the Properties, as well as the inter-relationship with the adjoining properties 16 W. Main and 38 N. Washington.

3. **THE PROJECT**

The Commission is soliciting bids for exterior masonry restoration of the entire structure including tuckpointing, brick replacement and window sill replacement. This work shall be considered a Public Works Project as defined by Indiana Code 5-16-13-6. A Contract with the successful bidder will be entered into by the Commission, which is a body politic of Hendricks County. Design & Build Corporation has been hired by The Commission to serve as Construction Manager for this project. The Construction Manager will be assisting the Commission with compliance with the legal requirements of public bidding and compliance with those laws.

4. **PROPOSAL SUBMITTAL INSTRUCTIONS**

A. Bid Form

A bid form is attached hereto as Exhibit A. All items must be filled out completely on the bid form. Forms not completely filled out may be rejected as a non-responsive bid.

B. Contractor's Bid for Public Work – Form 96

Form 96 is attached hereto as Exhibit B. All items must be filled out completely

on the bid form. Forms not completely filled out may be rejected as a non-responsive bid.

C. Masonry Scope of Work and Photos

Written Scope of Work and Photos are attached as Exhibit C.

D. Timing and Contact

Proposals that are responsive to this RFP must be delivered in an opaque envelope before the date and time provided:

CONTACT NAME: Mike Nix, Construction Manager

NAME: Hendricks County Tourism Commission

ADDRESS: 8 West Main Street, Danville, IN 46122

TIME: **Noon, Local Time**

DATE: **May 2, 2018**

Bids will be open and read aloud at approximately 12:15.

5. **PRE-BID MEETING AND PROTOCOLS FOR QUESTIONS**

A. Questions

Any questions are to be directed via email to Mike Nix, Construction Manager at mnix@designandbuildcorp.com. The deadline for any such questions is **Friday April 27th**. To the extent practicable, those questions and answers will be shared with all prospective bidders.

B. Pre-Bid Meeting and Follow-up Meetings

A pre-bid meeting will be held at 8 West Main, Danville, Indiana, on **Wednesday, April 18, 2018, starting at 9:00AM**.

6. **SELECTION AND AWARD**

The Commission reserves the right to reject any and all proposals in its absolute discretion. All offers are subject to the laws of the State of Indiana.

A Commission Board Meeting is scheduled for **May 10th** to review and discuss the bids. The Commission may conduct interviews with any or all of the

applicants at its discretion. Upon selection, the Commission will authorize staff to enter into negotiations for agreements with the selected applicant. Final award will be subject to successful negotiation of all agreements.

7. COMMUNICATIONS

All communication is strictly limited to written questions submitted to the Construction Manager via email. All questions delivered on or before the deadline noted in the schedule above will be responded to in the form of addendums to this RFP and communicated to all RFP respondents.

8. CONTACT INFORMATION

Please forward questions to:

CONTACT NAME: Mike Nix, Construction Manager

EMAIL: mnix@designandbuildcorp.com

9. CONTRACT AND BOND

As part of Contract, the Owner has required Contractor to furnish a 10% Bid Bond, Performance and Labor and Materials Payment Bond. The amount of such Performance and Payment Bond shall be 100 percent of the Contract Price and shall commence on the same date as the Contract. The premium for such bonds shall be included in the bid price.

All Performance and Labor & Material Payment Bonds shall be provided on the bond form approved by AIA, forms A310 & A312 2010 Edition. The Surety Company must have an "A" rating or better in Best's Key Rating Guide. It must be listed in the Federal Register, Circular 570 and must not issue a bond in excess of the underwriting limit shown in the Federal Register. The Surety Company must be licensed in the State in which it executes (signs) a bond, but need not be licensed in the state in which the principal resides or where the Contract is performed.

10. **INSURANCE**

The Contractor shall not commence the Work until it has obtained, and the Owner has approved of all insurance required in the Contract. The Owner shall be furnished with Certificates of Insurance properly evidencing and confirming that such insurance is in effect and shall not be canceled or materially altered within thirty (30) days prior written notice to the Owner. The Contractor and appropriate Subcontractors shall furnish 2 original copies of all insurance certificates prior to commencing work.

Hendricks County Tourism Commission and Design & Build Corporation, shall be listed as additional insured. True and exact copies of all policies of insurance affording the coverage shall become a part of the Contract Documents. All insurance companies shall be licensed to do business in the State of Indiana and shall be rated at least A in Best's Key Rating Guide.

11. **ADDITIONAL INFORMATION**

All submissions in response to the RFP will be open to public inspection. All materials submitted in response to this RFP shall become the property of the Commission and will not be deemed confidential.

Applicants are advised that information and material contained in a proposal are subject to the Indiana Public Records Act, IC 5-14-3 *et seq.*, and, after the contract award, may be viewed and copied by any member of the public, including news organization and competitors.

While the Commission can negotiate the scope and terms of the project, any applicant must still comply with all local, State, and Federal permitting or approval processes and requirements.

This RFP does not commit the Commission to award a contract, to pay any costs incurred in the preparation of a Proposal to this request, or to contract for any services. In its evaluation, the Commission will also consider the effectiveness of the perceived performance of each applicant as it relates to the specific requirements of the RFP.

Applicants shall be responsible for all costs incurred in preparing or responding to this RFP. All materials and documents submitted in response to this RFP become the property of the Commission and may not be returned after the proposal submission deadline.

The Commission reserves the right to reject any or all proposals received, or any part thereof; to accept any response or any part thereof; or to waive any informality when it is deemed to be in the Commission's best interest.

Each applicant submitting a Proposal in response to this RFP warrants and guarantees

that the applicant is fully capable of performing each and every task set forth in the proposal. No limitation or exception to this warranty provision will be acceptable to the Commission.

A successful applicant in performing services under any award hereunder shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, religion, gender, national origin, age or disability, nor otherwise commit an unfair employment practice.

All applicable statutes, rules, and regulations are incorporated herein and all applicants agree to comply therewith.

EXHIBIT A

DESIGN & BUILD CORPORATION
5/2/2018

HENDRICKS COUNTY TOURISM COMMISSION
MASONRY RESTORATION

BID ITEMIZATION FORM

To: Hendricks County Tourism Commission
4 and 8 West Main Street
Danville, Indiana 46122

The undersigned

_____ (Bidder's Name)

_____ (Bidder's Address)

_____ (City, State, Zip Code)

Proposes to furnish all material, labor and equipment and perform all work necessary to complete the Base Bid work for the Masonry Restoration for the **Hendricks County Tourism Commission** in accordance with the Bidding Documents prepared by Design & Build Corporation, P.O. Box 863, Fishers, IN 46038

BASE BID:

_____ Dollars (\$ _____)
(Written Amount)

Included in the Lump Sum Unit Pricing is the total cost amount of all materials, labor, equipment, delivery charges, bonds, overhead and profit to provide all materials described below.

UNIT PRICING #1: Provide SF price for additional tuckpointing work over the amount specified in the base bid.

ADD _____ \$ _____ /LF

UNIT PRICING #2: Provide price to remove and replace additional brick over the amount specified in the base bid.

ADD _____ \$ _____ /Each

I have examined the Documents and the site, and submit the following Proposal.

SUPPLEMENTAL DOCUMENTS:

Bids shall be accompanied by the following, all properly signed and notarized:

- a) Bid Itemization Form
- b) Contractor's Bid for Public work – Form 96
- c) Bid Security
- d) Copy of Bidder's Certificate of Insurance

CONTRACT TIME:

Bidder agrees to start The Work within Fourteen (14) days of the date of a fully executed Contract for the Project.

Estimated Completion in Calendar Days: _____

TAX EXEMPTION:

Bidder acknowledges that the Owner is exempt from taxation under the Indiana Gross Retail Tax Act, and he has not included (nor have his prospective subcontractors and suppliers) these taxes in this Bid.

PROPOSAL TIME:

Bidder agrees that this Bid shall remain in force for a period of thirty (30) days from the Bid due date, and may be accepted or rejected at any time during stated period.

GENERAL AGREEMENTS:

The Bidder acknowledges that he has had an opportunity to examine the site of the Work and has examined the Contract Documents and that he has carefully prepared his Proposal upon the basis thereof and that he has carefully examined and checked this Proposal and the materials, equipment and labor required there under, the cost there of, and his figures therefore and hereby states that the amount or amounts set forth in this Proposal is, or are, correct and that no mistakes or errors have occurred in this Proposal or in the Bidder's computations upon which this Proposal is based, and the Bidder agrees that he will make no claim for information, modification, or correction of this Proposal after that scheduled closing time for the receipt of Proposals.

The Bidder understands that the Owner will not be liable for any amount in excess of the lump sum bid, except as expressly stated in written Change Orders duly executed and delivered by the Owner.

The Bidder declares that in proposing this bid he has reasonably assured himself of the availability of all labor, materials and equipment to perform the Work.

ADDENDA:

The undersigned acknowledges receipt of the following Addenda and all costs resulting from those Addenda have been included in this Proposal price:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Pursuant to I.C. 22-9-1-10, the Contractor and his subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his 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 covenant may be regarded as a material breach of the Contract.

IN TESTIMONY WHEREOF, the Bidder has hereunto set his hand this _____ day of, 2018

Bidder Name

Signature



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): _____

1. Governmental Unit (Owner): _____

2. County : _____

3. Bidder (Firm): _____

Address: _____

City/State/ZIPcode: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____

(Governmental Unit) in accordance with plans and specifications prepared by _____

_____ and dated _____ for the sum of

_____ \$ _____

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date (month, day, year): _____

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

4. List references from private firms for which you have performed work.

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at _____ this _____ day of _____, _____

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named _____ and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

County of Residence: _____

BID OF

_____ (Contractor)

_____ (Address)

FOR

PUBLIC WORKS PROJECTS

OF

Filed _____, _____

Action taken _____

Exhibit C

HENDRICKS COUNTY VISITORS COMMISSION

MASONRY RESTORATION SCOPE OF WORK

1. FRONT OF BUILDINGS (SOUTH SIDE)

- a) TUCKPOINT ALL BRICK FROM THE SIDEWALK TO 6' ABOVE THE SIDEWALK. ASSUME THAT 50 BRICK WILL NEED TO BE REPLACED IN THIS AREA.
- b) TUCKPOINT THE JOINT BETWEEN THE 2 BUILDINGS AND CAULK. CAULK NEEDS TO BE TREMCO DYMONIC FC URETHANE SEALANT OR APPROVED EQUAL.
- c) 4 WEST MAIN BUILDING: ASSUME THAT THE ENTIRE SURFACE FROM THE GRAY PAINT TO THE TOP OF THE WALL WILL NEED TUCKPOINTING.
- d) 8 WEST MAIN STREET: TUCKPOINT THE BRICK FROM THE TOP OF THE AWNING TO THE BOTTOM OF THE 2ND FLOOR WINDOWS.
- e) 8 WEST MAIN STREET: REPAIR CRACK THAT RUNS FROM THE TOP OF THE CENTER WINDOW TO THE TOP OF THE WALL.
- f) REPLACE 2 LIMESTONE SILLS THAT ARE CRACKED ON THE 2ND FLOOR.

2. EAST SIDE (4 WEST MAIN)

- a) TUCKPOINT THE ENTIRE WALL FROM BASEMENT SIDEWALK UP TO THE BOTTOM OF THE 1ST FLOOR WINDOWS. ASSUME THAT 400 BRICK WILL NEED TO BE REPLACED.
- b) REMOVE 2 EXISTING DOORS AND FRAMES AND INSTALL NEW HOLLOW METAL DOOR AND FRAME. EACH DOOR WILL HAVE WEATHERSTRIPPING, A CLOSER AND LOCKSET.
- c) TUCKPOINT 3,000 SF OF THE REMAINDER OF THE EAST SIDE WHICH REPRESENTS APPROX 50% OF THE REMAINDER OF THE WALL.
- d) REPLACE 3 LIMESTONE SILLS THAT ARE CRACKED ON THE 2ND FLOOR.

3. NORTH SIDE

- a) TUCKPOINT THE ENTIRE WALL ABOVE THE ROOF OF THE NEIGHBOR TO THE NORTH. SPECIAL PRECAUTIONS WILL NEED TO TAKEN TO PROTECT THE NEIGHBORS ROOF.

4. WEST SIDE LOWER AREA

- a) TUCKPOINT 25% OF THE EAST AND SOUTH WALLS IN THE VESTIBULE AREA.
- b) INSTALL ANGLE IRON SUPPORT BRACKETS FOR THE RELOCATION OF 2 AIR CONDITIONING CONDENSERS. SEE PHOTO IN BID PACKAGE TO SHOW EXAMPLE OF SUPPORT STRUCTURE.

5. WEST SIDE UPPER AT PATIO DECK.

- a) REPLACE BRICK AT THE NW NE CORNER OF THIS AREA.
- b) REPAIR BROKEN STAIR STEP BRICK ADJACENT TO NORTH NEIGHBOR'S ROOF.

MISCELLANEOUS

- 1. REMOVAL OF THE AWNINGS, STORAGE AND REINSTALLATION UPON COMPLETION OF THE WORK IS TO BE INCLUDED IN YOUR SCOPE OF WORK. THE CONTRACTOR WHO INSTALLED THE AWNING:**

Alliance Awnings and Signs

15 Gill Drive

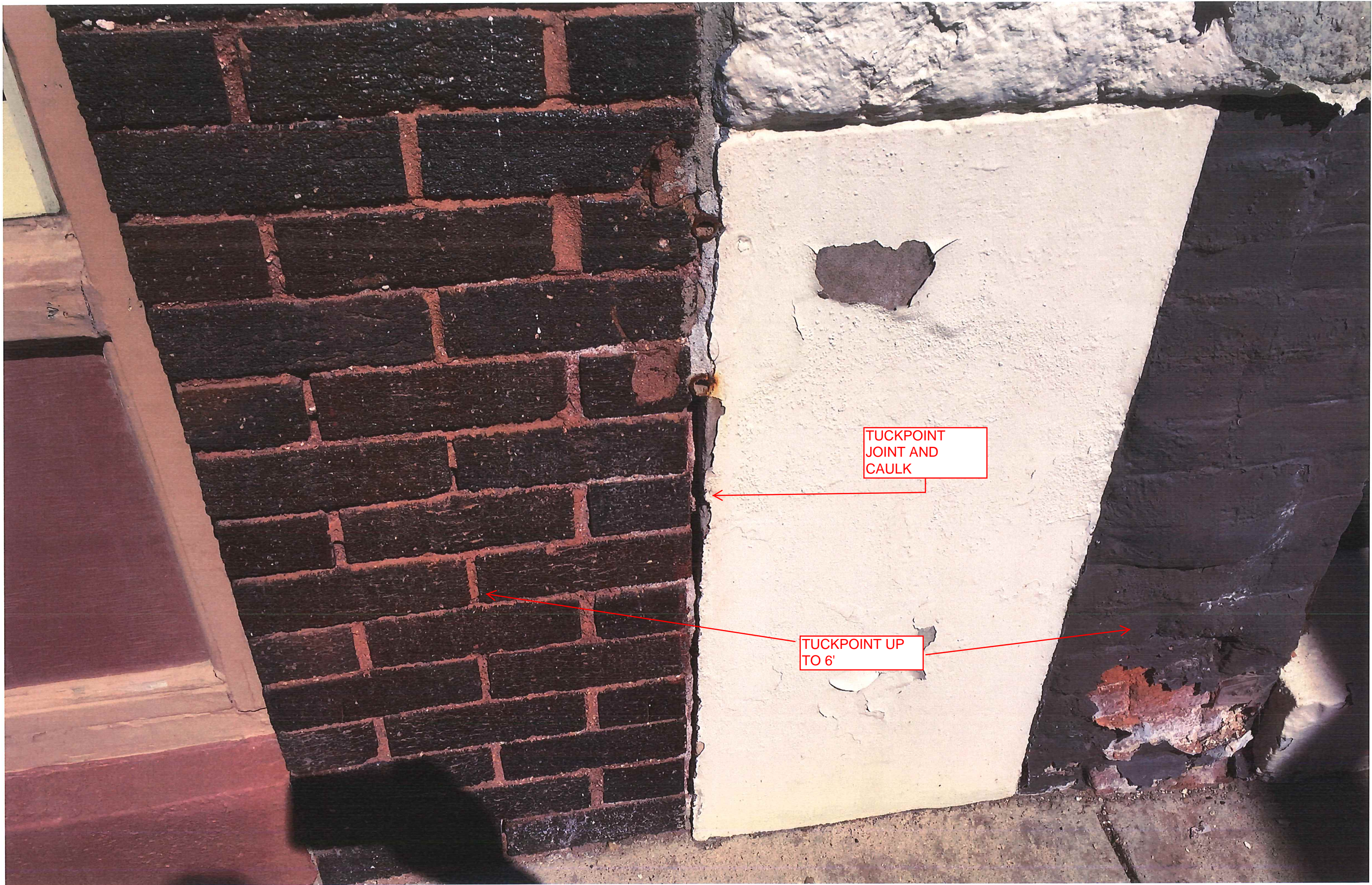
Danville, IN 46122

317.506.9717

THERE IS NO OBLIGATION TO USE THIS COMPANY FOR THIS WORK BUT WE DO RECOMMEND THAT YOU CONTACT THEM FOR A PRICE. ANY DAMAGE TO THE AWNINGS DURING REMOVAL, STORAGE OR REINSTALLATION WILL BE THE RESPONSIBILITY OF THE BIDDER.

- 2. BARRICADES TO SEPARATE THE WORK AREA FROM THE GENERAL PUBLIC WILL BE THE RESPONSIBILITY OF THE BIDDER.**
- 3. ASSUME THAT ANY PERMITS REQUIRED TO CLOSE SIDEWALKS AND PARKING SPACES WILL BE OBTAINED BY THE OWNER.**

- 4. ALL WORK ABOVE 6' SHOULD BE PERFORMED FROM A MOTORIZED MANLIFT.**
- 5. ALL EFFORTS SHOULD BE MADE TO MINIMIZE AIRBORN DUST DURING THE PROJECT. THE SUCCESSFUL CONTRACTOR WILL PRESENT A WRITTEN PLAN TO THE CONSTRUCTION MANAGER ON HOW THIS WILL BE ACHIEVED.**
- 6. DUMPSTER FOR TRASH OR DAILY HAUL OFF OF DEBRIS WILL BE THE RESPONSIBILITY OF THE BIDDER.**



TUCKPOINT
JOINT AND
CAULK

TUCKPOINT UP
TO 6'



TUCKPOINT ENTIRE
WALL FROM GRAY
TO TO ROOF LINE

4 West Main

TUCKPOINT FROM
TOP OF AWNING TO
BOTTOM OF
WINDOWS

REMOVE AWNINGS, STORE AND REINSTALL
UPON COMPLETION



REPAIR CRACK FROM TOP OF WINDOW
TO ROOF LINE

REPLACE BROKEN LIMESTONE
SILLS

TUCKPOINT 3,000 SF ON THIS SIDE OF THE BUILDING IN ADDITION TO THE LOWER BASEMENT AREA

TUCKPOINT ENTIRE WALL FROM BASEMENT SIDEWALK TO BOTTOM OF 1ST FLOOR WINDOWS





REPLACE BROKEN
LIMESTONE SILLS

TUCKPOINT
ENTIRE WALL
ABOVE
NEIGHBOR'S
ROOF

REPLACE BRICKS

REPAIR BROKEN STAIR
STEP BRICK

