

**SECTION 00 02 00 - NOTICE TO PRE-QUALIFIED BIDDERS**

**NOTICE TO PRE-QUALIFIED TIER 1 BIDDERS**

Notice is hereby given that sealed bids will be received for a Public CMc Project under IC 5-32:

By: The Skillman Corporation

For: Indianapolis Public Schools – Joyce Kilmer 69 – Early Demolition Package

At: John Morton-Finney Center for Educational Services  
Purchasing Room, First Floor  
120 E. Walnut Street  
Indianapolis, IN 46204

Until: 11:00 AM (local time), June 13, 2024

Bid Opening: Bids will be publicly opened and read at 11:00AM (local time) at John Morton-Finney Center, 120 E. Walnut Street, Indianapolis, IN 46204 in the first floor Purchasing Room.

All work for the complete construction of the Project will be under one or more sub-contracts with the Construction Manager based on bids received from pre-qualified tier 1 bidders and on combinations awarded. Award of contracts will be in accordance with Indiana Public Bidding Laws. The Construction Manager will not self-perform any of the work on this project.

Construction shall be in full accordance with the Bidding Documents which are on file with the Owner and Construction Manager and may be examined by prospective bidders at the following locations:

Office of the Construction Manager  
The Skillman Corporation  
3834 S. Emerson Avenue, Building A  
Indianapolis, IN 46203

The Skillman Plan Room

[www.skillmanplanroom.com](http://www.skillmanplanroom.com)

Indianapolis Public Schools  
120 E. Walnut Street  
Indianapolis, IN 46204

Pre-Qualified Bidders, sub-subcontractors and material suppliers must place an order on [www.skillmanplanroom.com](http://www.skillmanplanroom.com) to be able to download documents electronically or request printed documents. There is no cost for downloading the bidding documents. Bidders desiring printed documents shall pay for the cost of printing, shipping, and handling. Reprographic Services are provided by:

**Eastern Engineering 9901 Allisonville Road, Fishers, IN 46038, Phone 317-598-0661.**

**A Pre-Bid Conference will be held on May 28, 2024 at 2:00 PM local time, via Microsoft Teams Virtual Meetings – hyperlink and dial in credentials are listed below. Site investigations can be scheduled per bidder’s request.** Attendance by bidders is recommended to clarify or answer questions concerning the Drawings and Project Manual for the Project. Site investigations available upon request.

## **Microsoft Teams** [Need help?](#)

### **[Join the meeting now](#)**

Meeting ID: 243 786 417 061

Passcode: vmGa8D

### **Dial-in by phone**

[+1 317-762-3960,,361038585#](#) United States, Indianapolis

[Find a local number](#)

Phone conference ID: 361 038 585#

Bid security in the amount of ten percent (5%) of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

The successful Bidders will be required to furnish Performance and Payment Bonds for one hundred percent (100%) of their Contract amount prior to execution of Contracts.

Subcontractors submitting bids for the performance of Work as specified in this building Project should make such Bids to **The Skillman Corporation**. Contractors shall enter into a sub-contract with The Skillman Corporation as the Construction Manager CMc for the Owner.

The Owner and the Construction Manager reserve their right to accept or reject any Bid (or combination of Bids) and to waive any irregularities in bidding. All Bids may be held for a period not to exceed **90** days before awarding contracts.

**THE SKILLMAN CORPORATION**

END OF SECTION 00 02 00

## **Notice to Sub-Contractors - Pre-Qualification**

Date: May 17, 2024

Re: Indianapolis Public Schools – Joyce Kilmer 69 – Early Demolition Package  
3421 North Keystone Avenue  
Indianapolis, IN 46218

### **The Skillman Corporation Project No. 223712**

All first tier subcontractors wishing to bid and contract for this project must be prequalified in order to participate in the bidding process and to be considered for an award of contract. The prequalification process will be administered by the Owner's Construction Manager as Constructor (CMc), The Skillman Corporation. The following are the Bid Categories under consideration for this project.

#### **01 – Site & Structure Demolition**

In order to prequalify, first tier subcontractors must submit their completed Prequalification Form conforming to the requirements set forth below no later than May 30, 2024. The CMc reserves the right to extend this deadline in its sole discretion. The Prequalification Form is available for pick up by interested first tier subcontractors at The Skillman Corporation's Office. Prequalification Form will also be available via email, requests shall be sent to Andrew Huehls at [ahuehls@skillman.com](mailto:ahuehls@skillman.com). Bid documents will be available on or after May 16, 2024.

Prequalification requirements set forth by Indianapolis Public Schools are as follows:

- Performance & Payment Bond from company with a rating of 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.
- Must be able to obtain Insurance in the amount of \$3 Million Commercial General Liability; \$3 Million Aggregate; \$5 Million Umbrella from company with a rating of 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.
- Provide an arbitration and litigation history on all construction contracts in the last 10 years.
- Provide record of safety history to include EMR, DART, TRIR and history of OSHA violations.
- Provide history of contracting with or hiring minority, women, and veteran business enterprises on prior projects and include date of projects.
- Sub-contractors must commit and be able to comply with applicable laws including but not limited to the requirements detailed in the bidding documents and found in applicable public works and contract statutes.
- First tier subcontractors may be found to be unqualified for this project if the CMc, Architect, or Owner determines that: (i) the above requirements have not been satisfied, (ii) a history of non-compliance by the first tier subcontractor that has negatively impacted the schedule, budget, safety or quality of a project, (iii) if the first tier subcontractor's experience on comparable projects is insufficient, or (iv) the first tier subcontractor's available manpower is insufficient based on its current workload.

**Indianapolis Public Schools**

## **SECTION 01 12 00 - MULTIPLE CONTRACT SUMMARY**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. Drawings and General Provisions of the Sub Contract, including amended General Conditions and other Division 1 Specification Sections, apply to Work of this Section.

#### **1.02 SUMMARY**

- A. The intent of this Section is to indicate the Work required by the Subcontractors and to provide information regarding the duties, responsibilities, and cooperation required by the Contractors, with similar requirements for the subcontractors and suppliers.
- B. Owners right to maintain current operations
- C. Occupancy requirements
- D. Work by Owner
- E. Permits, fees, and notices
- F. Labor and materials
- G. Verifications of existing dimensions
- H. Project security
- I. Coordination of work
- J. Time of commencement and completion
- K. Schedule of contract responsibilities

#### **1.03 WORK UNDER SEPARATE CONTRACTS**

- A. Sub Contracts are defined to include the following contracts described in the Schedule of Contract Responsibilities included hereinafter; and each is recognized to be a major part of the project, with Work to be performed concurrently and in close coordination with Work of other Sub Contracts.

- B. The "Contract Documents," as defined in the General Conditions, include "the Drawings." Although Drawings are grouped and identified by classification of the Work, Contractors shall be responsible for their Work as specified herein and as indicated on the Drawings. Although the majority of the Drawings are "to scale," Contractors are directed to use indicated dimensions for determining material quantities and for other reasons. No additional monies will be allowed due to Contractors using "scaling instruments" to determine material quantities or for other reasons.
- C. Separate Sub contracts will be awarded as per the "**Schedule of Contract Responsibilities**" (see Part 3 – Execution). Subcontractors shall include Work required by the Specifications and Drawings for each contract area defined in the Schedule.
- D. Work for the complete construction of the Project will be under multiple Sub contracts with the Owner. The Construction Manager will manage the construction of the Project.
- E. Each Subcontractor shall be responsible for demolition and disposal of existing items relative to his Contract.

#### **1.04 ADMINISTRATIVE RESPONSIBILITIES OF SUB CONTRACTORS AND CM**

- A. The Construction Manager shall be responsible for the maintenance of the Construction Schedule and management of every phase of the Work.
  - 1. Each Subcontractor shall read the Specifications and Drawings for other separate Contracts for fixed equipment and the like to be incorporated or attached or built in to the Work; and familiarize himself with the requirements and responsibilities of other Contracts to enable the required coordination and supervision.
  - 2. Each Subcontractor shall also familiarize himself with other items to be incorporated into the Work including equipment and Work by the Owner.
  - 1. Each Subcontractor shall cooperate with the Construction Manager in notifying him when the Work is at a stage to require the services of other Subcontractors and shall notify the Construction Manager in the event that such other Contractors do not carry out their responsibilities in connection with such notification.
- B. Subcontractors shall cooperate with and assist the Construction Manager in the preparation of construction progress and procedures, schedule of product deliveries, and their effect on the overall project progress and completion. Other Subcontractors shall cooperate in getting their Work and the Work of their subcontractors completed according to the schedule as prepared and maintained by the Construction Manager. Each Subcontractor shall immediately notify the Construction Manager of a delay in delivery of products or the scheduled date of completion that may affect the total progress of construction.

- C. The Owner will furnish the topographical survey, either as a part of these Drawings or separately, giving the general topographical lines existing at the site and the property lines.
- D. Subcontractors required to make connections to existing utilities, especially sewerage where gravity flow occurs, shall verify grades and locations at points of such connections and shall notify the Construction Manager of circumstances which would adversely affect the proper flow or connection to such facilities.

#### **1.05 SUB CONTRACTORS USE OF PREMISES**

- A. Subcontractors must expend their best effort toward protection of the health, safety, and welfare of occupants on the Owner's property during the course of Work on this Project.

#### **1.06 OWNERS RIGHT TO MAINTAIN OPERATIONS**

- A. Subcontractors must expend their best effort toward protection of the health, safety, and welfare of occupants on the Owner's property during the course of Work on this Project.
- B. Subcontractors shall be subject to such rules and regulations for the conduct of the Work as the Owner may establish. Employees shall be properly and completely clothed while working. Bare torsos, legs and feet will not be allowed. Possession or consumption of alcoholic beverages or drugs, tobacco, and other noxious behavior on the site is strictly prohibited. Violators shall be promptly removed from the site. Smoking is not permitted on the project site.

#### **1.07 OCCUPANCY REQUIREMENTS**

- A. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
  - 1. The Construction Manager will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner occupancy.
  - 2. The Construction Manager will obtain a Certificate of Occupancy from local building officials prior to Owner occupancy.
  - 3. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will operate and maintain mechanical and electrical systems serving occupied portions of the building.
  - 4. Upon occupancy, the Owner will assume responsibility for maintenance and custodial service for occupied portions of the building.

## **1.08 WORK BY OWNER**

- A. The Owner intends to complete the following items of Work outside the provisions of these Contract Documents. Subcontractors shall not restrict or interfere with the Owner's right to the Project to accomplish this Work.
  - 1. Equipment and furniture except as scheduled and specified under Divisions 6, 11 and 12 and shown on the Drawings.
  - 2. Items which may be deleted from Contracts for Work as required by the Contract Documents.
  - 3. The purchase and supplying of certain materials as noted in the Project Manual.

## **1.09 PERMITS, FEES, AND NOTICES**

- A. The Construction Manager will secure the general building permit for the Owner. Each Subcontractor shall secure and pay for other permits, governmental fees, and licenses necessary for the proper execution and completion of his Work, which are applicable at the time the bids are also received. Fees to relocate utilities on Owner's property shall be included in the bid of the Subcontractor doing the relocation.
  - 1. State filing fees for plan approval are the responsibility of the Owner and will be paid by the Owner.
- B. Utility Tie-Ins: Shall be arranged with local utility company and other involved parties for minimum interruption of service.
- C. Shutdowns of existing systems shall be limited to minimum time required and scheduled with other involved parties. Provide 2 days written notice of shutdown to Construction Manager and Owner.
- D. Inspections of installed work shall be performed by the governing authority as arranged for by the Contractor. Work shall not be covered until approved.
- E. Each Subcontractor shall give notices and comply with laws, ordinances, rules, regulations, and orders of public authorities bearing on the performance of his Work. If a Subcontractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Construction Manager in writing, and necessary changes shall be adjusted by appropriate notification. If a Subcontractor performs Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Construction Manager, he shall assume full responsibility therefore and shall bear the costs attributable thereto.

## 1.10 LABOR AND MATERIALS

- a. Unless otherwise specifically noted, the Subcontractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of his Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- b. Each Subcontractor shall enforce strict discipline and good order among his employees or other persons carrying out Work of his Contract and shall not permit employment of unfit person or persons or anyone not skilled in the task assigned to them.
- c. E-Verify Compliance: Pursuant to I.C. 22-5-1.7, Subcontractor shall enroll in and verify the work eligibility status of all newly hired employees of Subcontractor through the E-Verify Program (Program). Subcontractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Also pursuant to I.C. 22-5-1.7, Subcontractor must execute an affidavit affirming that the Subcontractor does not knowingly employ an unauthorized alien and confirming Subcontractor's enrollment in the Program, unless the Program no longer exists, shall be filed with the Owner prior to the execution of this contract. This contract shall not be deemed fully executed until such affidavit is delivered to the Construction Manager.
- d. The Owner is requiring that all contractors' personnel and their onsite employees (trade employees) and subcontractors submit an expanded criminal history check through SafeVendor, a product of Safe Hiring Solutions. Please visit [www.safevisitorsolutions.com/safevendor-app-agreement](http://www.safevisitorsolutions.com/safevendor-app-agreement) to create your account with SafeVendor. (Contractor is responsible for the cost of this background check). This should meet with the Owner's approval prior to the employee starting work on the project. All contractors' personnel and employees once cleared for work will be issued a project identification badge that must be worn at all times while on site. All contractors will be expected to provide the required name, address, picture state driver's license or picture state identification card information to The Skillman Corporation Site Manager no later than 24 hours in advance of the employee coming to work at the project site.



Effective July 1, 2009, House Enrolled Act 1462 passed by the Indiana General Assembly requires that a current expanded criminal history check must be filed with the Board for each Contractor and Contractor employee that is likely to have direct or ongoing contact with IPS students.

An expanded criminal history Check as defined by House Enrolled Act 1462, is a criminal history background check that includes a:

1. Search of records of all counties in Indiana and all counties or other governmental units in all states in which the individual resided or a national criminal history background check as defined in Indiana Code 10-13-3-12\*, **and**
2. Check of sex offender registries in all 50 states or the national sex offender registry maintained by the United States Department of Justice.

\*10-13-3-12: National Criminal History Background Check: As used in this chapter, "national criminal history background check" means the criminal history record system maintained by the Federal Bureau of Investigation based on fingerprint identification or any other method of positive identification.

Contractors and their legal counsel shall review the requirements of House Enrolled Act 1462 (which defines an expanded criminal history check and modifies Indiana Code 2026-5-10 and file with the Board a current (no older than 90 days) expanded criminal history report meeting the requirements of House Enrolled Act 1462 for each Contractor, Contractor employee, or any person engaged by the Contractor who will have direct or on-going contact with IPS students during its course of work for the Board.

It is the full responsibility of the Contractor to obtain and file the expanded criminal history checks meeting the requirements of House Enrolled Act 1462 for every individual that will provide services and have direct or on-going contact with IPS students during the Contractor's course of work for the Board.

Contractor will pay all expenses related to obtaining the expanded criminal history check.

## **1.11 CUTTING AND PATCHING**

- A. Refer to Section 01 73 10 – Cutting and Patching, for provisions on this subject.

## **1.12 VERIFICATIONS OF EXISTING DIMENSIONS**

- A. When verification of existing dimensions is required, the Subcontractor requiring said verification for the construction or fabrication of his material shall be the Subcontractor responsible for the procurement of the field information.

## **1.13 PROJECT SECURITY**

- A. Each Sub Contractor shall take all reasonable precautions to prevent injury, damage or loss to people and property in, on and adjacent to the project. This shall include not only their own work or property but that of other contractors and the Owner.
- B. If deemed necessary by The Construction Manager a project wide security program may be developed for the purpose of preventing damage or loss at the project site or property adjacent thereto. Once accepted by the Owner, Subcontractors shall comply.

## **1.14 SCHEDULE OF CONTRACT RESPONSIBILITIES - SCOPE**

- A. Subcontractors shall submit their proposals based on the work included under each contract area as listed herein. Include Work necessary for a complete project, as shown on the Drawings and called for in the Specifications.
- B. Questions concerning the phasing or "Schedule of Contract Responsibilities" should be directed to the Construction Manager, who will be the interpreter and be responsible for this Schedule of Contract Responsibilities and Contract Breakdown, prior to submitting proposals and during construction.
- C. The requirements of Division 1 are a part of the Work of each and every contract area. The Contractor for any one contract area shall be familiar with the Work and requirements of all other contract areas.
- D. Certain Specification Sections describe Work to be performed under several contract areas. (Example: 06100 - Rough Carpentry.) Provide Work of this nature as required for each contract area whether or not enumerated in the Schedule of Contract Responsibilities.
- E. The Drawings and Specifications as furnished for each of the Contracts is for the convenience of the Contractor in preparing a proposal for this Project. However, each Contractor is responsible to review the complete set of Drawings and Specifications to assure that Work required to be installed to complete his phase of the Work is included in his proposal. This "Schedule of Contract Responsibilities" is a definition of the work as it is to be bid in separate contracts. Where a specific item of Work is not defined, but is normally inherent to a trade, or is included in the scope of the applicable technical revision, it will be the responsibility of that Contractor to include the Work in his proposal.

- F. This "Schedule of Contract Responsibilities" is to aid each Subcontractor in defining the Scope of Work to be included in his proposal. However, omissions from this "Schedule of Responsibilities" do not relieve the Subcontractor from including in his proposal that Work which will be required to complete his Contract. Each Subcontractor should read the "Schedule of Contract Responsibilities" completely to familiarize himself with the Work of other Subcontractors that may have Work in adjacent areas and to coordinate the interfacing problems that may occur as the work is assembled and constructed.
- G. Where specific Work is to be completed under a particular phase of the Project and the Work is wholly or partially completed by other trades because of the type of work involved or jurisdictional trade agreements, the Subcontractor will be responsible to subcontract the Work as necessary to complete the Work included in his Contract. No delay in the Work will be allowed due to the failure of the Subcontractor to subcontract related work required by jurisdictional trade agreements.

#### **1.15 COORDINATION OF WORK**

- A. Each Subcontractor is responsible to coordinate his Work with the Work of other trades and other Subcontractors and requirements of the school system. The Subcontractor must make space allowances for Work of other Contractors; provide necessary openings where indicated or implied by the Drawings and Specifications. Each Subcontractor is responsible to protect his own Work.

#### **1.16 TIME OF COMMENCEMENT AND COMPLETION**

- A. The Subcontractor shall commence work within ten (10) days after being notified in writing to proceed and shall complete the Work within the time limitations established in the Form of Agreement.
  - 1. It is anticipated that construction will start within 60 calendar days after receipt of bids.
  - 2. Construction shall be complete within 74 consecutive calendar days, or earlier, after Notice to Proceed.

#### **PART 2 - PRODUCTS (Not Used)**

## PART 3 - EXECUTION

### **3.01 SCHEDULE OF CONTRACT RESPONSIBILITIES**

### **3.02 GENERAL REQUIREMENTS**

#### **A. PROVIDED BY THE CONSTRUCTION MANAGER**

|         |          |                             |
|---------|----------|-----------------------------|
| Section | 01 32 00 | Schedules and Reports       |
| Section | 01 45 10 | Testing Laboratory Services |
| Section | 01 57 60 | Project Signs               |
| Section | 01 59 10 | Project Office              |

#### **B. PROVIDED BY ALL CONTRACTORS AS APPLICABLE**

|         |          |  |
|---------|----------|--|
| Section | 01 12 00 | Multiple Contract Summary                    |
| Section | 01 25 00 | Contract Modification Procedures             |
| Section | 01 28 00 | Schedule of Values                           |
| Section | 01 29 00 | Applications for Payment                     |
| Section | 01 31 00 | Project Meetings                             |
| Section | 01 32 00 | Schedules and Reports                        |
| Section | 01 33 00 | Submittal Procedures                         |
| Section | 01 40 00 | Quality Requirements                         |
| Section | 01 45 10 | Testing Laboratory Services (Paragraph 1.05) |
| Section | 01 50 50 | Temporary Facilities and Controls            |
| Section | 01 51 50 | Temporary Water                              |
| Section | 01 51 80 | Temporary Fire Protection                    |
| Section | 01 52 10 | Construction Aids and Temporary Enclosures   |
| Section | 01 53 20 | Tree and Plant Protection                    |
| Section | 01 53 30 | Barricades                                   |
| Section | 01 54 60 | Environment Protection                       |
| Section | 01 54 80 | Utility Protection                           |
| Section | 01 55 00 | Access Roads and Parking Areas               |
| Section | 01 56 20 | Dust Control                                 |
| Section | 01 56 80 | Erosion Control                              |
| Section | 01 56 30 | Water Control                                |
| Section | 01 56 90 | Housekeeping & Safety                        |
| Section | 01 59 20 | Offices and Sheds                            |
| Section | 01 60 00 | Product Requirements                         |
| Section | 01 72 00 | Field Engineering                            |
| Section | 01 72 50 | Work Layout                                  |
| Section | 01 73 10 | Cutting and Patching                         |
| Section | 01 77 00 | Contract Closeout                            |

All Subcontractors shall provide their Superintendents with radios capable of handling multiple channels and compatible with radios used by the Construction Manager.

**Autodesk Build** is replacing **PlanGrid**. **Autodesk Build** does not require users to purchase a license. **Contractors** will be invited to the project and required to use this tool. **Autodesk Build** will be used as the **Current Set** and **As-Built Record Drawings**. Additionally, it will be used to track **Issues** for **Safety, QA/QC, Non-Compliance Issues, Work Completion List** and **Punch List**.

C. PROVIDED BY DESIGNATED CONTRACTORS

|         |          |                               |
|---------|----------|-------------------------------|
| Section | 01 51 60 | Temporary Sanitary Facilities |
| Section | 01 52 60 | Rubbish Container             |
| Section | 01 53 10 | Fences (Temporary Security)   |

**3.03 BID CATEGORIES**

A. BID CATEGORY NO. 1 – SITE AND STRUCTURE DEMOLITION

General Requirements in Paragraph 3.02.B above.

|         |          |                               |
|---------|----------|-------------------------------|
| Section | 01 51 60 | Temporary Sanitary Facilities |
| Section | 01 52 60 | Rubbish Container             |
| Section | 01 53 10 | Fences (Temporary Security)   |
| Section | 02 41 16 | Structure Demolition          |
| Section | 31 10 00 | Site Clearing                 |

Project Specific Clarifications:

1. Provide temporary sanitary facilities from mobilization through substantial completion.
2. Provide perimeter construction fencing and gates as shown on the site demolition plan. Reference specification section 01 53 10 for material and logistic details.

END OF SECTION 01 12 00