

NOTICE TO BIDDERS

City of Bedford Street Department Garage
725 14th Street, Bedford, Indiana 47421

NOTICE IS HEREBY GIVEN that the City of Bedford, Indiana, by and through the Bedford Redevelopment Commission, will receive sealed bids for the construction of a garage facility to be used and occupied by the City of Bedford Street Department.

Article 1-Examination of Site and Bidding Documents, Architect and Architect Contact Information

- 1.1** All Bidders are to examine the site and thoroughly familiarize themselves with all conditions in connection therewith. Lack of familiarity with the site will not be considered as justification for any changes or extra charges of any kind.
- 1.2** A mandatory pre-bid walkthrough will be conducted on Thursday, August 6, 2026 beginning at 10 a.m. local time at the site located at 725 14th Street, Bedford, Indiana. Attendance by all prospective bidders is required.
- 1.3** Engineer: Bryant Engineering and Consulting, Inc., 2815 West Old 54, Sullivan, Indiana 47882. Phone: (812) 251-1059

Article 2-Bidder's Representation

- 2.1** Each bidder, by making their bid, represents that:
 - A. Bidder has read and thoroughly reviewed all divisions of the specifications, all drawings, and all other contract documents, local, state, and federal laws and ordinances, and all other matters which can, in any way, affect the work under their contract.
 - B. Bidder is required to attend the mandatory pre-bid walkthrough at the site of the proposed project and is thoroughly familiar with the nature and location of the project, the character, the quality, the quantity of materials to be encountered and used, and the kind of equipment needed during the execution of the work.
 - C. Bidder has the equipment, technical ability, finances, personnel, and facilities to construct the project in accordance with the Contract Documents.
 - D. Bidder has examined the Contract Documents and have found them sufficiently complete to enable themselves to prepare a sound proposal.
- 2.2** All bids can be submitted on or before August 18, 2026 by 4:00 PM at City Hall, 1102 16th Street Bedford, IN. 47421. Any bids turned in after 4pm on August 18, 2026 will need to be submitted at the Bedford Redevelopment Commission who will review the bids at 5:30pm at the Bedford Municipal Hall, 1617 K Street Bedford, IN. 47421. The Bedford Redevelopment Commission may reject all bids.
- 2.3** Bids shall be executed in accordance with the bid form included in the bidding documents.
- 2.4** Contractor's Bid for Public Work – Form 96 must be completed.
- 2.5** Bids shall be enclosed in a sealed envelope addressed to the Owner with the name and place of business of the bidder.
- 2.6** Bids shall be clearly identified on the face of the envelope as (City of Bedford Street Department Garage).

2.7 Bid Guarantee

- A. Will be required.
- B. Performance bond will be required for the amount of the bid.
- C. Bid bond will be required at 10% of your total bid price.

2.8 The Owner is to have the right:

- A. To accept any bid within sixty (60) days after the time of opening of the bids, during which time no bids shall be withdrawn; At any time to reject any and all bids.

2.9 The contract shall be awarded to the most responsible bidder submitting the lowest proposal complying with the conditions of the invitation for bids, provided their bid is reasonable and it is to the interest of the Owner to accept it. The bidder to whom the award is made will be notified at the earliest practical date. The Owner, however reserves the right to waive all informalities or irregularities in the bids received whenever such rejection or waiver is in the interest of the Owner.

2.10 Proposal Irregularities

- A. Any error and/or omission in the proposal form or any other irregularity as a result of negligent preparation shall not furnish cause for relief for any damages resulting there from nor in any way relieve the Contractor from fulfillment of all contractual obligations as provided for in the Contract Documents.

2.11 Completion Time Consideration

- A. Each Contractor is requested to submit a proposed completion time (in calendar weeks) for this project as a part of his bid. In determining the responsible bid, the Owner may give consideration to the contractor's completion time stated in his bid.
- B. Owner has set a completion date of April 2, 2027 at 5:00 pm.
- C. Owner will impose a \$500 liquidated damages for each day the project has not been completed.

2.12 Alternates

- A. Each bidder is required to bid on all alternates listed in the specifications or noted on the plans.
- B. The price to be added and/or deducted shall include all labor, materials, equipment, services, facilities and all other items required to complete the work as indicated on the drawings and as specified herein.

2.13 Unit Prices

- A. Unit prices have been requested from the Contractor which may be involved after the contract has been awarded. All unit prices shall be included with the submission of the Bid.
- B. All unit prices quoted shall include the sum of all additional costs of labor, materials, overhead, profit, fees and such other costs incidental to the work described.
- C. Unit prices shall be used to replace products, materials, etc. which cannot be repaired or reused as indicated on the Drawings and Specifications. Unit prices shall also be used to repair or replace products, materials, etc. which have been found unacceptable during field surveys and inspections after the contract has been awarded, but prior to performing the addition work.
- D. Unit prices shall be used for all revisions involving the addition or deletion of Contract work.

2.14 Substitutions

- A. Do not substitute materials or methods, unless such substitution has been specifically approved for this work by the Engineer in writing. Such requests for submittals and substitutions must be submitted in time for the Engineer to evaluate - minimum seven (7) working days prior to bid due date.

2.15 Laws and Regulations

- A. The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as if written therein in full.
- B. The owner has applied for required State and Local permits. Those amounts are not to be included in the bids.

PUBLISH JULY 7, 2026 AND JULY 14, 2026

BID FORM

Date:

To, City of Bedford Street Department Garage, 725 14th Street, Bedford, Indiana 47421

A. Offer

Pursuant to notices given and examined the place of work and construction documents prepared by Bryant Engineering and Consulting, INC, the undersigned proposes to furnish all labor, materials, tools, equipment and transportation necessary for the new construction of the Bedford Street Department Garage at 725 14th Street, located in Bedford, Indiana, 47421 in accordance with plans and specifications prepared by the office of Bryant Engineering and Consulting, INC, for the sum of:

Base Bid _____ Dollars

(\$ _____) in lawful money of the United States of America.

The contract shall be awarded to the most responsible bidder submitting the lowest proposal complying with the conditions of the invitation for bids, provided their bid is reasonable and it is to the interest of the City of Bedford from here on out referred to as "Owner" to accept it. The Owner, however reserves the right to waive all informalities or irregularities in the bids received whenever such rejection or waiver is in the interest of the Owner. Any error and/or omission in the proposal form or any other irregularity as a result of negligent preparation shall not furnish cause for relief for any damages resulting there from nor in any way relieve the Contractor from fulfillment of all contractual obligations as provided for in the Contract Documents.

All bids can be submitted on or before August 18, 2026 by 4:00 PM at City Hall, 1102 16th Street Bedford, IN. 47421. Any bids turned in after 4pm on August 18, 2026 will need to be submitted at the Bedford Redevelopment Commission who will review the bids at 5:30pm at the Bedford Municipal Hall, 1617 K Street Bedford, IN. 47421. The Bedford Redevelopment Commission may reject all bids.

A mandatory pre-bid site walk through for all interested contractors and subcontractors will be held on Thursday August 6, 2026 at 10:00 am.

To receive a copy of the bidders packet please contact David Flinn at (812) 279-9222 or by email dflinn@bedford.in.gov

B. Acceptance

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date. If this bid is accepted by the Owner within the time period stated above, we will:

1. Execute the Agreement within thirty days of receipt of Notice of Award.
2. Furnish bonds, if required, within seven days of receipt of Notice of Award.
3. Commence work within _____ days after written notice to Proceed of this bid.

C. Alternates

No Alternates are determined at this time.

D. Allowances

Provide the following allowances in the base bid for the items as listed below.
\$25,000.00 allowance for reception desk and kitchen cabinetry installation, countertops and all hardware.

E. Unit Prices

Using the following unit prices for material and complete installation of the following, provide in the base bid pricing for the following: NONE

F. Contract time

If awarded the contract for this project, the work could be started within _____ days after receipt of notice to proceed and be completed within _____ consecutive calendar weeks.

G. Changes to the work

When Engineer establishes that the method of valuation for changes in the work will be net cost plus a percentage fee, our percentage fee will be:

1. _____ percent overhead and profit on the net cost of our own work.
2. _____ percent on the cost of work done by any subcontractor.

H. Addenda

The following addenda have been received. The modifications to the bid documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # _____ Dated _____
2. Addendum # _____ Dated _____
3. Addendum # _____ Dated _____
4. Addendum # _____ Dated _____
5. Addendum # _____ Dated _____

I. Prime subcontractors

Please list all subcontractors proposed for use as part of your construction team.

1. _____
2. _____
3. _____
4. _____
5. _____

J. Insurance

Contractor represents that it possesses and shall maintain general liability insurance during the course of its performance of the work and for the period specified herein in at least the amount specified in IC § 5-16-13-10(b). This is in the amount of 1 million dollars per occurrence with a 2 million dollar aggregate, kept in force until the project is completed.

K. Bid form Signatures

Legal Name of Bidding Firm

Address

Signature _____

(Authorized Individual of Bidding Firm)

Date _____ Office Telephone _____ Office Fax _____

DIVISION 1 - GENERAL CONDITIONS

A. Definitions

1. The project is the total construction of which the work performed under the Contract Documents may be the whole or part.
2. The Work comprises the completed construction required by the Contract Documents and includes all labor required to produce such construction and all materials and equipment incorporated to or to be incorporated in such construction.
3. The intent of the contract documents is to include all items necessary for the proper execution and completion of the work. The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all.
4. The Engineer will not be responsible for and will not have control of or charge of construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the work, and he will not be responsible for the Contractor's quality of workmanship or the Contractor's failure to carry out the work in accordance with the contract documents.
5. The Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor, subcontractors, or any of their agents or employees, or any other persons performing any of the work.
6. The Contractor is the person or entity identified as such in the Owner-Contractor agreement. The term "contractor" means the Contractor or their authorized representative.
7. The Contractor shall be responsible for providing supervision and direction of their work. They shall be responsible for all means, methods, techniques, sequences, including the work of all employees.
8. Unless otherwise provided in the contract documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, temporary utilities, and all other services necessary for the proper execution of his work.
9. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work, including all employees on the work and all other persons who may be affected thereby, all materials and equipment on the site, and all existing structures, roads, walks, and utilities on the site or adjacent thereto.

B. Taxes

1. The Owner of this project is qualified for tax exempt status. Certificate will be provided.

C. Mutual responsibility

1. Should the Contractor or subcontractor wrongfully cause damage to the work or property of the Owner or to other work on the site, or to adjoining sites of other owners, the Contractor or subcontractor shall promptly remedy such damage.

D. Protection of Persons and Property

1. The Contractor is to be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work, including all employees on the work, and all other persons who may be affected thereby, all materials and equipment on the site and all trees, lawns, existing structures, roads and walks.

E. INSURANCE

1. Builders risk coverage will be required. Other types as listed may be required by the contractor.
2. Workman's compensation insurance covering all employees in statutory limits who perform any of the obligations assumed by the Contractor or subcontractor.

3. Public liability and property damage insurance covering all operations included in the contract documents for all bodily injury or death not less than \$1,000,000.00 for one person.
4. Automobile vehicle liability insurance for all self propelled vehicles used in connection with the work, whether owned or hired, in amounts not less than \$1,000,000.00 for one person.

F. APPROVED EQUALS

1. Where items are specified in these documents and "or approved equals" is shown, it is assumed that the specified items will be included in the project unless the Contractor obtains approval from the Engineer to provide a substitute item before installation of that item.

G. Contractors Warranty

1. Contractor warrants, by this acceptance of the Contract, that all work furnished and installed will be free from any and all defects in workmanship and/or materials and that all apparatus will develop capacities and characteristics specified for a period of ONE YEAR unless otherwise specified, from date of certificate of completion.

H. AIA STANDARD DOCUMENTS TO BE USED-or contractor generated form approved before use by Engineer.

1. Change Orders - Form G701, Current Edition.
2. Application and Certificate for Payment - Form G702, Current Edition.
3. Continuation Sheet - Form G703, Current Edition.
4. GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION AIA Form A201 these shall be attached as part of the contract for construction.
5. STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR.
6. Refer to AIA Form A101, this is the contract standard for the construction agreement.
7. Contractor's Bid for Public Work - Form 96

I. Schedule of Values

1. To be an itemized breakdown of the construction costs. Each item in the listing shall include the Contractor's overhead and profit.
2. The breakdown is to conform as much as possible to the Subs and Materials List.
3. Submit within 7 days from the notice to proceed.
4. Submit 2 copies, one for the Owner, and one for the Engineer.
5. Payment approval by the Engineer cannot occur until this list is submitted.

J. Permits

1. Have been applied for by the Owner and fees will be paid by the Owner.

K. Shop Drawings and Submittals

1. Contractor is to submit shop drawings and submittals for parts of the Work listed below, and as directed elsewhere in the Contract Documents for the Engineer's approval. Shop Drawings and/or submittals are to be given, but not necessarily limited to, the following parts of the Work:
 - a. Rebar Shop Drawings
 - b. Structural Steel Shop Drawings
 - c. Siding
 - d. Roofing
 - e. Doors and Windows
 - f. All Mechanical Equipment including but not limited to HVAC, Water Heater(s), Boilers, Air Compressors, etc..
 - g. Lighting fixtures
 - h. Floor finish materials
 - i. Plumbing fixtures.
 - j. Paint color selection
 - k. Cabinetry

L. Temporary Utilities and Toilet Facilities

1. Electrical power is available at the project site.
2. There are no toilets for use at the project site.

M. Demolition

1. Use of the premises

- a. Do not disrupt activities in occupied spaces. Co-ordinate all work activities with the building owner so as to not disrupt work activities.
- b. Before beginning work, the contractor must secure approval from the building owner's representative for the following:
 1. Areas permitted for personnel parking.
 2. Access to the site.
 3. Areas permitted for storage of materials and debris.
- c. During the contractor's performance of the work, the building will be occupied by the owner for emergency uses. The contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may sift outside of the work area. The contractor shall provide labor and materials to construct, maintain and remove necessary temporary enclosures to prevent dust or debris from disturbing the activities of the owner.
- d. Cover existing duct work at the perimeter to prevent dust from entering existing HVAC equipment to be used for new work
- e. Locate and identify all transient mechanical and electrical services passing through the affected areas.
- f. Provide all materials necessary for the completion of the work.

2. Clean up

- a. Perform daily clean up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion of the project, contractor to wipe all construction dust from effected surfaces and sweep dust and debris from floors.

3. Contractors Warranty

- a. Contractor warrants, by this acceptance of the contract, that all work furnished and installed will be free from any and all defects in workmanship and/or materials and that all apparatus will develop capacities and characteristics specified for a period of ONE YEAR unless otherwise specified, from date of certificate of completion.

4. General Provisions

- a. Contractor is to read and be thoroughly familiar with all the material contained in the Specifications and is to insure that each Subcontractor is also familiar with the same.
- b. The Contractor is to assume full responsibility for scheduling and coordinating the Work, which includes coordination of delivery of all Owner furnished items required for the Work.

5. Submittal and Processing of Payments

- a. Contractor shall submit applications for payment to the Engineer for approval and the Engineer shall then provide the approved application to the owner.

6. Progress Payments: Retainage

- a. Owner shall make progress payments on the basis of Contractor's Applications for payment.
- b. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages.
 1. 90 percent of the value of the Work completed (with the balance being retainage)
 2. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage)