

Request for Proposal

Façade Restoration and Granite Replacement, Patching and Sealant Replacement at Entrances

Boone County Courthouse Preservation
310 Courthouse Square, Lebanon, IN 46052

Boone County Capital Investments
Max Mendenhall, Director of Capital Investments
127 W. Main Street, Suite 306
Lebanon, IN 46052
(765) 483-5242

Instructions to Contractors

1. Proposals

Successful Contractor will furnish all labor and materials to: Perform Façade Restoration, Granite Replacement, Patching and Sealant Replacement at Entrances and Clock Tower Restoration/Preservation.

In addition to completed proposal forms included in this package, Contractors will include a Bid Bond, Certified or Cashier's Check ("Bid Security") made payable to Boone County equal to ten percent (10%) of the amount of the proposal as evidence of good faith, which guarantees that if the proposal submitted by the Bidder is accepted, the Bidder will enter into the Contract and will furnish the required Contract Documents and Surety Bonds. If a Bid Bond is submitted, it shall also provide that the Surety issuing the Bid Bond is bound to issue the required *Payment* and *Performance Bonds*, if the Bidder is awarded the Contract.

Certified or Cashier's Checks or Bonds submitted by unsuccessful Bidders will be returned after the Contract has been executed. Contractors electing to furnish a Bid Bond must also include a Consent of Surety, in form acceptable to Boone County.

Proposal Packages may be submitted by the following:

Electronically (PDF format) to: Max Mendenhall (<u>mmendenhall@co.boone.in.us</u>) AND Lori Rapp (<u>lrapp@co.boone.in.us</u>)

Hard Copy mailed or hand delivered to:

Max Mendenhall Director of Capital Investments 127 W. Main Street, Suite 306 Lebanon, Indiana 46052

2. Openings

Proposal packages are to be submitted by 8:30 AM, Monday, December 1, 2025.

Envelope to be marked "Boone County Courthouse Preservation."

Proposals will not be accepted after the above designated date and time. Contractors may withdraw their proposals between the time they are submitted and open if desired.

Proposals will be opened and read aloud on 9:00 AM, Monday, December 1, 2025 at the Boone County Commissioner's Office, 116 W. Washington Street, Lebanon, IN 46052.

3. Notice of Award

The contract shall be deemed has having been awarded when the formal notice of acceptance is issued. Unsuccessful Contractors will be notified in writing.

4. Performance and Payment Bonds

The successful Bidder shall furnish, within ten (10) calendar days after the *Contract Execution*, a Performance Bond, in an amount equal to one hundred percent (100%) of the total contract price as security for the faithful performance of the Contract, and a Payment Bond, in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons and firms performing labor and furnishing materials in connection with the Contract. The Performance and Payment Bonds may be in one or in separate instruments in accordance with the law. No Contract shall be executed by Boone County unless and until each Bond is submitted to and approved by Boone County and the Surety must be presently authorized to do business in the State of Indiana.

5. Start Date

A Pre-construction Meeting will be held within two weeks of the award unless otherwise allowed by the Owner in writing.

6. Completion Date

All work as required in these specifications/documents shall be completed by October 1, 2026. Requests for extensions must be made in writing to Boone County and authorized by Max Mendenhall if unforeseen conditions make it necessary to do so.

7. <u>Liquidated Damages</u>

Boone County includes liquidated damages of \$1000.00 per calendar day for the violation of the contract or the failure to complete the prescribed work by the completion date.

8. Questions

Questions regarding this RFP are directed at:

Max Mendenhall, Director of Capital Investments

127 W. Main St., Ste 306 Lebanon, IN 46052 Telephone (765) 483-5242 mmendenhall@co.boone.in.us

9. Responsibilities for Measurement, Materials and Quantities

The Contractor shall be solely responsible for acquiring data, accuracy of measurements for estimating the materials, identification of equipment and calculating quantities required for these specifications.

10. Pre-Construction Meeting

A Pre-Construction Meeting will be held with the contractor awarded the contract prior to the start of the project. This meeting shall include the Contractor, the County's Representative, and the Construction Inspection personnel. The Contractor shall be responsible for the correction and/or repair of any damage to the facility or surrounding area resulting from the related work at the completion of the project.

11. Discrepancies and Addenda

Should a Contractor find any discrepancies in the specifications contained within the RFP, or should the Contractor be in doubt as to their meaning, the Contractor shall notify the County at once who will send a written addendum, if necessary, to all Contractors concerned. Oral instructions or decisions, unless confirmed by Addenda, will not be considered valid, legal, or binding. No extras will be authorized because of failure of the Contractor to include work called for in the Addenda in their proposal.

12. Competency of the Contractor

To enable the County to evaluate the competency and fiscal responsibility of a Bidder, the Bidder's shall include Contractor's Bid for Public Work – Form 96 as a part of the submitted Bid Package.

13. Disqualification

The County reserves the right to reject any or all bids received or cancel this process at any time for any reason, and the County will have no liability for taking such action. The County reserves the right to waive minor variations in the selection process.

14. Payment

The Contractor shall submit invoices to the County for approval and processing once per month, during the duration of the project. Invoices should be directed to:

Max Mendenhall, Director of Capital Investments 127 W. Main Street, Suite 306 Lebanon, IN 46052

If the contract is terminated for any reason, Contractor will receive compensation for satisfactory services on a pro-rate basis for *services satisfactorily performed*.

Payment for services shall be made directly to the Contractor, after completion of services and upon presentation of an approved claim by the Contractor for services. Terms are net 45 days.

Contractor acknowledges and agrees that no withholding or deduction of state or federal income taxes, FICA, FUTA, or other, will be made from payments due. Contractor is solely responsible for withholding taxes for its employees.

15. Acknowledgements

In submitting this proposal, the Contractor acknowledges the following:

<u>Acceptance</u>: The County reserves the right to accept or reject any proposal for any reason or no reason without recourse by the Contractor and to award a contract to the Contractor on any basis which the County, in its sole discretion, determined to be in the best interests of Boone County.

16. Time Limit

The undersigned agrees that the work of the contract will be completed on or before October 1, 2026.

17. Indemnification

To the fullest extent permitted by law, Contractor shall protect, indemnify, save, defend, and hold harmless Boone County, including its officers, officials, volunteers, employees and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney and paralegal fees, which

Boone County and/or its officers, officials, volunteers, employees and agents may become obligated by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly in connection with or under, or as a result of this agreement, but only to the extent caused in whole or in part by any negligent or wrongful act or omission of Contractor and/or its officers, members, directors, volunteers, employees, subcontractors and/or agents.

18. <u>Insurance Coverage</u>

Contractor agrees to maintain at the Contractor's expense during the term of this Agreement the following insurance coverage:

- Commercial General Liability in the amount of at least \$1,000,000 per occurrence
- Worker's Compensation IN Statutory including Employers Liability Each Accident/Disease – Policy Limit/Disease – Each Employee \$100,000/\$500,000/\$100,000
- Commercial Automobile Liability, including owned, non-owned and hired vehicles, in the amount of at least \$1,000,000 Combined Single Limit (CSL)

Boone County shall be named as an <u>Additional Insured</u> under the Contractor's Commercial General Liability and Commercial Automobile Liability insurance policies with the limits specified above.

Certificates of Insurance – Prior to the effective date of the Agreement, and as a condition of precedent, the Contractor shall provide the County with an original <u>Certificate of Insurance</u> listing the County as an "<u>Additional Insured</u>" in all coverage areas except Worker's Compensation.

All OSHA, State of Indiana, Local and National workplace safety standards shall be followed.

19. Non-Collusion

Contractor warrants and represents that the contractor has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with Boone County entering into a contract with contractor. Signature on the Proposal Form indicates representation of the above.

20. County Facilities

There are no cafeteria or restroom facilities available to the Contractor or employees.

Any electric power that may be needed will be furnished by the County for small tools and equipment. All connections to the electrical system if applicable will be furnished by the Contractor and must comply with OSHA Regulations. Any temporary lights necessary to perform the work shall be furnished by the Contractor.

Because of other activities taking place in County buildings at the same time the work covered by this project going on, the Contractor shall cooperate with the County's Representative to ensure that all contact work progresses in such a manner, which does not conflict with the daily operations of the staff.

21. Permits and Licenses

The proposal shall include all Contractor's licenses necessary for completion of the work, paid for by the Contractor.

Scope of Work

Façade Restoration

A. Restorative Cleaving

- 1. Care should be taken to not adversely impact or damage the recently replaced windows on the courthouse.
- 2. Limestone and granite shall be initially rinsed with water to remove loose debris (see photo below)



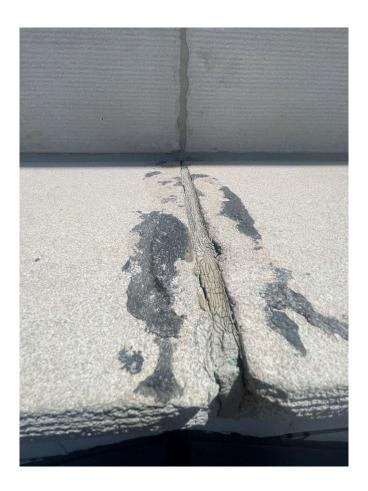
- 3. Apply the initial application of cleaner. Allow the cleaner to dwell on the surface for an amount of time, according to the manufacturer's recommendations.
- 4. Rinse the cleaner from the surface of the courthouse.
- 5. Should it be deemed necessary by the County Representative, a second cleaning application shall be implemented.
 - Should water infiltration be observed, a County Representative shall immediately notify the Contractor, and the Contractor shall take the necessary precautions to limit the infiltration.

B. Limestone Repair

- 1. Tuckpointing
 - a. In the area between the yellow line and the main roof (see photo below), on all sides of the roof, grind out all of joints to a depth of at least 3/4" and tuckpoint.



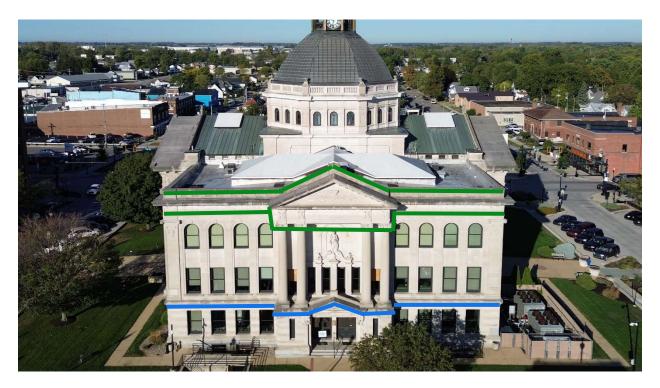
b. Remove and replace the caulk on the sky-facing joints above the previously mentioned walls (see photo below).



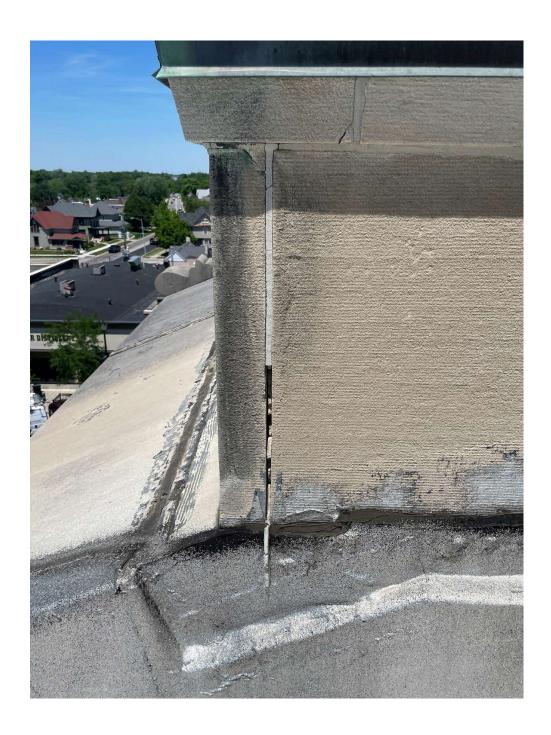
c. On the remaining areas of the courthouse building, spot grind failed mortar joints to a depth of at least 3/4" tuckpoint. The estimated quantity is 1,000 linear feet of failed mortar joints on the balance of the courthouse building.

2. Sealant Replacement

- a. At all joints between the green lines (see photos below) and on all sides of the courthouse building, remove the existing sealant, clean the joints, install new backer rod, apply primer and natural stone color Dow 790 caulk according to the manufacturer's recommendations. This work includes the stone roof joints.
- b. At the blue line (see photo below) on all sides of the courthouse building on the sky facing joints at the first-floor belt course and at the stone roof joints above the entrances, remove the existing sealant, clean the joints, install new backer rod, apply primer and natural stone color Dow 790 caulk according to the manufacturer's recommendations.







3. Patching

- a. Remove up to twenty (20) limestone spalls, square off the area of removal, and perform patching of the limestone utilizing Jahn or Matrix limestone repair mortar. The mortar should closely match the color and profile of the existing limestone.
- b. Patch holes at the parapet water table.

4. Epoxy Repair

- a. Remove the loose piece of stone at the west entrance (see photo next page).
- b. Epoxy Repair with stainless steel pins.



Granite Replacement, Patching and Sealant Replacement – Entrances

A. South Entrance (see photo next page)

- 1. Replace the two (2) pieces of granite in front of the entrance doors, approximate size 5-1/2" X 43" X 85-3/4" each. Exact size to be field verified by the Contractor.
- 2. Remove the caulk from all granite joints at the center landing section, install new backer rod, and apply limestone color Tremco Dymonic 100 sealant.
- 3. Patch up to five (5) square feet of granite at vertical locations in a closely matching material.



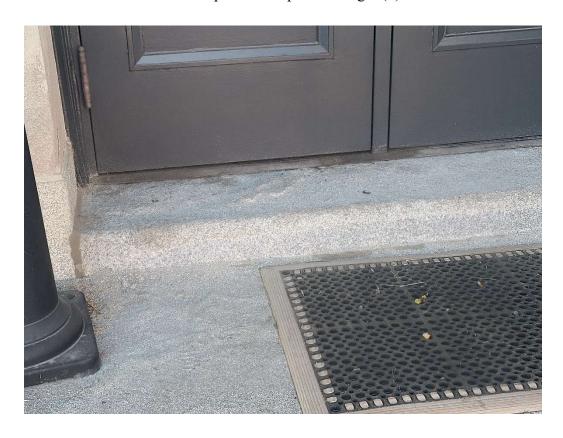
B. North Entrance (see photo below)

- 1. Remove the caulk from all granite-to-granite joints at the center landing section (see photo below).
- 2. Install new backer rod and apply limestone color Tremco Dymonic 100 sealant.
- 3. Patch up to five (5) square feet of granite at vertical locations in a closely matching material.



C. West Entrance (see photos below)

- 1. Replace the two (2) pieces of granite in front of the entrance doors, approximate size: two (2) at 6" X 17" X 74-3/4". Exact size to be field verified by the Contractor.
- 2. Replace the three (3) landing pieces of granite, approximate sizes: two (2) at 6" X 51" X 61-1/2" (rounded edge on the 51" side) and one (1) at 6" X 65-3/8" X 61-1/2" (rounded edge on the 65-3/8" side). Exact size to be field verified by the Contractor.
- 3. Replace the middle granite steps, approximate sizes: two (2) at 6" X 63" X 16" and one (1) at 6" X 53-1/2" X 16". Exact size to be field verified by the Contractor.
- 4. Replace the bottom granite steps, approximate sizes: two (2) at 6" X 57" X 16" and one (1) at 6" X 65-3/8" X 16". Exact size to be field verified by the Contractor.
- 5. Replace four (4) pieces of granite at the base of the wall at the sides of the steps, approximate sizes: two (2) at 16" X 48" and two (2) at 16" X 36". Exact size to be field verified by the Contractor.
- 6. Install new backer rod and apply limestone color Tremco Dymonic 100 sealant at all new steps, landing pieces and replaced wall pieces.
- 7. Patch up to five (5) square feet of granite at vertical locations in a closely matching material.
 - Assumed maximum depth of wall pieces is eight (8) inches.





D. East Entrance (see photos next page)

- 1. Replace the two (2) pieces of granite in front of the entrance doors, approximate sizes: two (2) at 6" X 17" X 74-3/4". Exact size to be field verified by the Contractor.
- 2. Replace the three (3) landing pieces of granite, approximate sizes: two (2) at 6" X 51" X 61-1/2" (rounded edge on the 51" side) and one (1) at 6" X 65-3/8" X 61-1/2" (rounded edge on the 65-3/8" side). Exact size to be field verified by the Contractor.
- 3. Replace the middle granite steps, approximate sizes: two (2) at 6" X 63" X 16" and one (1) at 6" X 53-1/2" X 16". Exact size to be field verified by the Contractor.
- 4. Replace the bottom granite steps, approximate sizes: two (2) at 6" X 57" X 16" and one (1) at 6" X 65-3/8" X 16". Exact size to be field verified by the Contractor.
- 5. Replace four (4) pieces of granite at the base of the wall at the sides of the steps, approximate sizes: two (2) at 16" X 48" and two (2) at 16" X 36". Exact size to be field verified by the Contractor.
- 6. Install new backer rod and apply limestone color Tremco Dymonic 100 sealant at all new steps, landing pieces and replaced wall pieces.
- 7. Patch up to five (5) square feet of granite at vertical locations in a closely matching material.





Clock Tower Restoration/Preservation

A. Restorative Cleaning

- 1. The clocks' faces (all sides) shall be rinsed with water.
- 2. Apply the initial application of cleaner. Allow the cleaner to dwell on the surface for an amount of time, according to the manufacturer's recommendations.
- 3. Rinse the cleaner from the surface of the clock area.

B. Painting of the Clock Face

- 1. Protect all areas outside of the clock face deemed necessary.
- 2. Apply two (2) coats of paint, (to be determined after award of contract) to the face of the clock (all clock faces).
- 3. Touch-up areas of clock face, as necessary.
- 4. All Roman Numerals and minute "ticks" shall be wire brushed and painted with two (2) coats of high gloss black exterior rust inhibitive paint.
- 5. Wooden clock hands shall be carefully inspected, sanded, primed, and painted with high grade gloss exterior black paint. CAUTION: Handle clock hands with care.

C. Spindle Replacement (only broken or missing spindles to be replaced)

- 1. Care should be taken when removing remnants of broken and/or missing spindles (all sides).
- 2. Acquire and install replacement spindles (matching materials, color, size, and design as closely as possible).



Notes:

- 1. Sample piece(s) of granite are to be approved prior to the Contractor placing the order for the granite pieces.
- 2. Sample spindles for clock tower are to be approved prior to the Contractor placing the order of replacement spindles.
- 3. Asbestos caulk is not anticipated to be encountered during the façade restoration process. If asbestos caulk is encountered, the Contractor shall notify the County Representative immediately.
- 4. No work is anticipated on the limestone glass dome immediately above the main roof and below the clock tower.
- 5. The Contractor shall take all necessary precautions to protect the recently replaced courthouse windows.
- 6. The Contractor shall take all necessary precautions to not damage the lawn areas and sprinkler systems surrounding the courthouse. Any damage to these areas and/or systems impacted areas shall be restored/repaired to as good or better condition as prior to the commencement of the project at the Contractor's cost.

PROPOSAL FORM

| Date Of Proposal: |
|--|
| Contractor Firm Name: |
| This proposal will be accepted no later than December 1, 2025 at 9:00 AM after which time all proposals will be publicly opened and read in the Boone County Commissioner's Office 116 W. Washington Street, Lebanon, IN 46052 . |
| Façade Restoration |
| A. Restorative Cleaning – Lump Sum: |
| B. Limestone Repair 1a & b: Tuckpointing & Caulk Replacement (Upper Area) Lump Sum: |
| 1c: Tuckpointing & Caulk Replacement (Balance of building) – Unit Price |
| Estimated Quantity Contractor Unit Price Amount |
| 2. Sealant Replacement – Lump Sum: |
| 3. Patching – Lump Sum: |
| 4. Epoxy Repair – Lump Sum: |
| Subtotal for Façade Restoration (summation of A B 1 thru 4): \$ |
| Granite Replacement, Patching and Sealant Replacement – Entrances |
| A. South Entrance – Lump Sum: |
| B. North Entrance – Lump Sum: |
| C. West Entrance – Lump Sum: |
| D. East Entrance – Lump Sum: |

Pricing to hold good through 60 calendar days after the bid due date. The contractor must complete required information on the original and all supplemental pages of this proposal. If the information is not properly completed and is not received on time, the Owner reserves the right to reject any bid proposal in accordance with any applicable laws.

A Pre-construction Meeting will be held within two weeks of the award unless otherwise allowed by the Owner in writing. All work as required in these specifications/documents shall be completed by October 1, 2026. Requests for extensions must be made in writing to Boone County and authorized by Max Mendenhall if unforeseen conditions make it necessary to do so.

By submitting this bid, the bidder has reviewed the schedule, and acknowledges the schedule and milestones indicated, and has included consideration to complete the work within the schedule required.

PROPOSAL FORM SIGNATURE PAGE

Having examined these documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, the Bidder hereby proposes to furnish all labor, materials and supplies and to construct the project in accordance with the contract documents, within the time set forth therein and at the price stated. The bid price covers all expenses incurred in performing the work required under the contract documents of which this bid proposal is a part.

Bidder acknowledges the requirement to comply with and pay the prevailing wage rates in effect for the duration of and for all trades involved in the project for the geographical location of the project as determined by the federal Davis-Bacon Act WD# IN20250006, which shall be attached to the contract by Boone County prior to execution by the successful bidder.

The *Bidder* agrees that this bid shall be good and may not withdraw it for a period of 60 calendar days after the scheduled closing time for bids.

Upon notification of the acceptance of this bid, *Bidder* will execute the formal contract within 14 days and deliver a *Performance and Payment Bonds* as required.

| The Bid Security attached in th | e sum of |
|---------------------------------|--|
| (\$ |) is to become the property of <i>Owner</i> in the event the |
| contract and bonds are not exec | cuted within the time set forth, as liquidated damages for the delay |
| and additional expense to the C | Owner caused thereby. |

This is to confirm that the undersigned is a representative of the entity bidding on this bid proposal and is legally authorized to obligate his/her firm to the terms, conditions and prices submitted for this bid.

| Respectfully submitted, | |
|-----------------------------------|--|
| Company Name: | |
| Name of Principal (please print): | |
| Title: | |
| Business Address: | |
| | |
| Telephone Number: | |
| Date: | |
| Signatura | |