

CARMEL UTILITIES
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WATER UTILITY
WASTEWATER UTILITY

ADVERTISEMENT / NOTICE TO BIDDERS
CITY OF CARMEL, INDIANA
College Avenue Water Transmission Main
Contract 66E

Sealed Bids for the City of Carmel, Indiana, College Avenue Water Transmission Main, will be received by the City of Carmel, Indiana, ("Owner") at the office of the Clerk Treasurer in City Hall, One Civic Square, Carmel, Indiana 46032, until 10:00 a.m., local time, on February 1, 2012. Any Bid received after the designated time will be returned to the Bidder unopened. The Bids will be publicly opened and read by the Board of Public Works and Safety at 10:00 a.m. on February 1, 2012 in Council Chambers at City Hall. The Bid should be clearly marked "BID ENCLOSED College Avenue Water Transmission Main, Contract 66E on the outside of the envelope, and as otherwise set forth in the Bid Documents.

In general, the work consists of: the construction of a 3,500 LF of 36-inch DIP, water transmission main all as required by these Bidding Documents, the Agreement Between Owner and Contractor, General Conditions, Special Conditions (the "Agreement"), Specifications and Drawings. A Pre-Bid Meeting (non-mandatory attendance) will be held on January 11, 2012 at 10:00am in the City's Distribution Office at 3562 131st St. W., Carmel, Indiana. Copies of the Bidding Documents may be examined at the office of the Utility Director, or at the office of Jones & Henry Engineers, Ltd., ("Engineer") 2420 North Coliseum Blvd., Suite 214, Fort Wayne, Indiana 46805, without charge. Copies may be obtained from the latter office upon the non-refundable deposit of \$75.00 check only, made payable to Jones & Henry Engineers, Ltd., for each set of Bidding Documents.

Bids must be submitted on the forms found in the Bid package, must contain the names of every person or company interested therein, and shall be accompanied by:

- (1) Revised Form No. 96 as prescribed by the Indiana Board of Account and as required in the Instruction to Bidders, including a financial statement, a statement of experience, a proposed plan or plans for performing the Work and the equipment the Bidder has available for the performance of the Work;
- (2) Bid Bond in the amount of ten percent (10%) of the total Bid amount, including alternates with a satisfactory corporate surety or by a certified check on a solvent bank in the amount of ten percent (10%) of the amount of the Bid. The Bid Bond or certified check shall be evidence of good faith that the successful Bidder will execute within fifteen (15) calendar days from the acceptance of

the Bid, the Agreement as included in the Bidding Documents. The Bid Bond or certified check shall be made payable to the Owner.

Any Bid may be withdrawn prior to the scheduled closing time for receipt of Bids, but no bidder shall withdraw his Bid within sixty (60) days after the actual opening of the Bids.

All Bid Bonds and certified checks of unsuccessful bidders will be returned by the Owner upon selection of the successful Bidder and execution of the Agreement, and provision of the required Performance Bond and Payment Bond.

Wage rates on the Project shall not be less than the prevailing wage scale as determined in accordance with Ind. Code §5-16-7, et seq., and the Contractor must conform to the antidiscrimination provisions of Ind. Code §5-16-6 et seq.

A Performance Bond with good and sufficient surety, acceptable to the Owner and Engineer, shall be required of the successful Bidder in an amount equal to at least one hundred percent (100%) of the Contract Price, conditioned upon the faithful performance of the Agreement.

The Contractor shall execute a Payment Bond to the Owner, approved by Owner and Engineer and for the benefit of the Owner, in an amount equal to one hundred percent (100%) of the Contract Price. The Payment Bond is binding on the Contractor, their subcontractor, and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The Payment Bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The surety of the Payment Bond may not be released until one (1) year after the Owner's final settlement with the Contractor.

All out-of-state corporations must have a certificate of authority to do business in the State. Application forms may be obtained by contacting the Secretary of State, State of Indiana, Statehouse, Indianapolis, Indiana 46204.

The successful Contractor will be required to enroll in and verify the work eligibility status of all employees hired after the date of this Contract through the E-Verify program. The Contractor and Subcontractors will be required to sign an affidavit concerning employment of unauthorized aliens. A copy of the affidavit is included in the Bid Documents.

The Owner reserves the right to reject and/or cancel any and all Bids, solicitations and/or offers in whole or in part as specified in the solicitation when it is not in the best interests of the governmental body as determined by the purchasing agency in accordance with IC 5-22-18-2. The Owner also reserves the right to waive irregularities in any Bid, and to accept any Bid which is deemed most favorable to the Owner.

Diana Cordray
Clerk Treasurer
City of Carmel, Indiana