

INFORMATION FOR BIDDERS

Bids for the construction of the 2025 CCMG – Improvements Project will be received by the Town of Cicero Clerk Treasurer's Office located at 331 E. Jackson Street, Cicero, IN 46034 until 4:30 PM (local time) on May 20, 2025. Bids will also be accepted on May 20, 2025, at the Town Council Meeting at the Town Hall located at 70 N. Byron Street from 7:00 PM to 7:10 PM (local time). Bids will be publicly opened and read aloud at the Town Council Meeting after 7:10 PM (local time) on the same date. Any Bids received later than the above times and date will be returned unopened.

Each Bid must be submitted in a sealed envelope, addressed to:

Town of Cicero
331 E. Jackson Street
Cicero, Indiana 46034

Each sealed envelope containing a Bid must be plainly marked on the outside as a Bid for the 2025 CCMG – Improvements Project and the envelope should bear on the outside the Bidder's name, address, and license number if applicable. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope and addressed to the Town of Cicero at the address given above.

All Bids must be made on a copy of the required proposal. All blank spaces for bid prices must be filled in, in ink or typewritten, and the proposal form must be fully completed and executed when submitted. Only one copy of the proposal form is required.

The OWNER may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of the Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and Bidder.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the site and a review of the Drawings and Specifications including any Addenda. The Bidder shall consider all existing subsurface information (including but not limited to soil conditions, groundwater and utilities) and shall be responsible for additional investigation prior to bid submittal should it be deemed necessary. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or of the nature of the Work to be done or site conditions.

There will be no Pre-Bid Meeting held for this project. Any questions, comments or requests for clarification should be made in writing to United Consulting, 8440 Allison Pointe Blvd., Suite 200, Indianapolis, Indiana 46250, Telephone (317) 895-2585.

The OWNER shall provide to Bidders prior to bidding, all information that is pertinent to, and delineates and describes the land owned and rights-of-way acquired or to be acquired.

The Bidding Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the Bidder or relieve the Bidder from fulfilling any of the conditions of the Contract.

Each Bid must be completed on the appropriate proposal form and include a Bid Bond (or certified check) payable to the OWNER for five percent (5%) of the total amount of the Bid. As soon as the bid prices have been reviewed, the OWNER will return the Bonds of all except the three lowest responsible Bidders. When the Agreement is executed, the Bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful BIDDER will be retained until the Payment Bond and the Performance Bond have been executed and approved, after which it will be returned.

Each Bid must include the following completed and executed items:

1. Proposal Form
2. Form 96 (State Board of Accounts)
3. BIDDER'S Financial Statement (if required by Form 96)
4. Bid Bond or Certified Check (5% of Bid amount)
5. E-Verify Affidavit
6. Bidder's written plan for a program to test Bidder's employees for drugs in accordance with IC 4-13-18.

A Performance Bond and a Payment Bond each in the amount of 100 percent of the Contract Price, with a corporate surety approved by the OWNER, will be required for the faithful performance of the Contract. The Bonds shall remain in place for twelve (12) months following final acceptance of the Project by the OWNER.

Attorneys-in-fact who sign Bonds must file with each Bond a certified and effective dated copy of their power-of-attorney.

CONTRACTORS and subcontractors performing public works with a value of \$300,000 or greater must be certified in accordance with IC 8-23-10 by the Indiana Department of Transportation (INDOT).

Portions of this project are being funded by the INDOT Community Crossings Matching Grant Program. The Town of Cicero has been awarded matching funds for the execution of this project.

The Bidder to whom the Contract is awarded will be required to execute the Agreement and obtain Certificates of Insurance, and Contractor INDOT Certification within seven (7) calendar days from the date when Notice of Award is delivered to the Bidder. In case of failure of the Bidder to provide said Certificates of Insurance, INDOT Certification, and execute the Agreement, the OWNER may consider the Bidder in default, in which case the Bid Bond accompanying the Bid shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable Certificate of Insurance, INDOT Certification, and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the

OWNER not execute the Agreement within such period, the Bidder may by written notice withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

Upon INDOT approval and OWNER receipt of project matching funds from the INDOT, the OWNER shall request awarded Contractor to obtain Performance Bond and Payment Bonds. Upon request Contractor shall obtain Performance and Payment Bonds within seven (7) calendar days. OWNER shall issue Notice to Proceed within twenty (20) days of receipt of acceptable Performance Bond and Payment Bond.

Should the project not receive approval by the INDOT and the OWNER not receive matching funds, the OWNER may terminate the executed without further liability on the part of either party.

If the Notice to Proceed has not been issued within a ninety (90) day period from the meeting at which bids are received or within the period mutually agreed upon, the Bidder may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the OWNER that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein. The Project may be awarded utilizing any combination of Base Bid and Mandatory Alternate Items deemed to be in the best interest of the OWNER.

A conditional or qualified Bid will not be accepted.

Award will be made to the lowest, most-responsive, responsible Bidder.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout including but not limited to IC 4-13-18, IC 8-23-20, 5-16-13, 5-22-16.5, 22-5-1.7 and 36-1-12.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Bidding Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to its Bid.

The Indiana Department of Revenue requires that the CONTRACTOR or Subcontractors engaged in a Contract with a governmental agency must submit a tax exemption certificate for construction contracts (Form SP 134) to each supplier for each exempt Project. The OWNER will cooperate with the CONTRACTOR in filing the necessary forms with the Indiana Department of Revenue, but the CONTRACTOR shall be responsible for the initiation of these proceedings. The Contract Price will be based upon a complete exemption from this tax, and if later determined that a tax must be paid by the OWNER, the Contract Price will be adjusted to reflect this liability of the OWNER.