

CLAY TOWNSHIP OF HAMILTON COUNTY, INDIANA
NOTICE TO BIDDERS

Owner: Clay Township of Hamilton County, Indiana
10701 North College Avenue
Carmel, Indiana 46280-1089

Project: RIVER HERITAGE PARK PHASE I IMPROVEMENTS

Notice is hereby given that Clay Township of Hamilton County Indiana (the "Owner"), for and on behalf of the Carmel/Clay Department of Parks and Recreation (the "Department"), will receive sealed bids for the above referenced Project at the **Clay Township Trustees Offices Public Meeting Room, located at 10701 North College Avenue, Indianapolis, IN 46280 on Wednesday, July 7, 2021 at 10:30 am local time**, and as soon as practicable thereafter on the same date, the Bids will be publicly opened and read aloud in the Conference Room of the Administrative Offices. The outside of the sealed envelope in which the Bid is enclosed, shall be clearly marked "**BID – RIVER HERITAGE PARK PHASE I IMPROVEMENTS**", and as otherwise set forth in the Bid Documents. Any Bid received after the designated time will be returned to the Bidder unopened.

A **non-mandatory pre-bid conference** for discussion of the Project, the bidding requirements and other important matters will be held on **Wednesday, June 30, 2021 at 10:30 am local time in Clay Township Trustees Offices Public Meeting Room** and, weather permitting, shall conclude with a visit to the location where the Work is to be performed. Prospective bidders are encouraged, but not required, to attend the pre-bid conference. For special accommodations needed by individuals with disabilities planning to attend the pre-bid conference or public bid opening meeting, please notify Michael Krossschell at (317) 846-6611 or krossschellm@weihe.net at least forty-eight (48) hours prior thereto.

In general, the Work for the Project consists of **Site improvements including demolition and clearing, grading and underdrains, playground installation, playground surface installation, shade structure installation, boardwalk assembly, rubber trail surfacing, concrete flatwork, and site furnishings**, all as set forth in the Contract Documents for the Project which, except for those items not included due to timing, size or other factors, have been assembled into a Project Manual and includes the Bid Documents. The Project Manual and any and all full size drawings may be obtained from, the office of Eastern Engineering Supply Company, 9901 Allisonville Road, Fishers, Indiana 46038; Phone: (317) 598-0661. The plan charge will be listed on the online plan room. Payment may be made by check, credit card, or cash. NO DEPOSITS ACCEPTED. Make checks payable to Eastern Engineering. All payments and costs of Contract Documents and related supplemental materials are non-refundable. Bidders shall assure that they have obtained complete sets, whether hard copy or electronic, of the Project Manual and drawings and shall assume the risk of any errors or omissions in Bids prepared in reliance on incomplete sets.

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

- (1) Properly and completely executed Form 96 (revised 2013) prescribed by the Indiana State Board of Accounts which includes 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 any 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 ten (10) calendar days from the acceptance of the Bid, the Agreement as included in the Project Manual. The Bid Bond or certified check shall be made payable to Clay Township of Hamilton County, Indiana;
- (3) A Non-Collusion Affidavit complying with the requirements of Ind. Code § 36-1-2-4.

Owner reserves the right to hold any or all Bids for a period of not more than sixty (60) days after the date on which the Bids are opened and, for such sixty (60) day period, all such Bids shall be in full force and effect. Any Bid may be withdrawn prior to the scheduled closing time for the receipt of Bids but no Bidder shall withdraw a Bid within the sixty (60) day period after opening of the Bids. All bid security 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.

In the event that the total amount of the contract awarded to the successful Contractor is \$300,000 or more, the successful Contractor must be qualified under either Ind. Code § 4-13.6-4 or Ind. Code § 8-23-10 before doing any work on the Project.

Pursuant to Ind. Code § 5-22-17-6, Owner reserves the right to specify in the contract with the successful bidder one or both of the following:

- (1) Early performance of the contract will result in increased compensation;
- (2) Completion of the contract after the termination or designated completion date(s) will result in a deduction from the compensation.

A Performance Bond and Payment Bond with good and sufficient surety, acceptable to the Owner and Architect/Engineer, shall be required in an amount equal to one hundred percent (100%) of the Contract Price, conditioned upon the faithful performance of the Agreement. The surety of the Bonds may not be released until one (1) year after the Owner's final settlement with the Contractor. Retainage will be as required by Ind. Code § 36-1-12 *et seq.*

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

Owner reserves the right to (1) cancel this solicitation pursuant to Ind. Code § 5-22-18-2 and/or (2) reject any offers, in whole or in part as specified in the solicitation when Owner determines in accordance with applicable Indiana laws including but not limited to Ind. Code § 36-1-12-4, that such action is in the best interests of the Owner. Owner reserves the right to delay the opening of the Bids pursuant to Ind. Code § 36-1-12-4. To the extent permitted by applicable law, the Owner reserves the right to waive any of the terms, conditions or provisions contained in this Notice to Bidders or the Bid Documents or any informality, irregularity or omission in the bid process or in any Bid which waiver is deemed in the Owner's discretion to be to the advantage of the Owner and which does not afford any Bidder a material competitive advantage over other Bidders. Except as specifically otherwise provided herein and as allowed by applicable Indiana law, a contract for the Project shall be awarded in accordance with this Notice to Bidders, Ind. Code § 5-16-13 *et seq.* and Ind. Code § 36-1-12 *et seq.*, to the lowest responsible and responsive Bidder whose bid does not exceed the funds available for the Project. The Owner shall have the right to accept any Alternates in any order or combination or accept on the basis of the Base Bid alone, unless otherwise specifically provided in the Bidding Documents and to determine the lowest responsible and responsive Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Questions regarding this Project should be directed to Michael Krosschell by email only at krosschellm@weihe.net.

Doug Callahan, Trustee, Clay Township of Hamilton County, Indiana

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