

ADVERTISEMENT FOR BIDS

ORANGE COUNTY, INDIANA

WATERWAY DEBRIS REMOVAL PROJECT

NOTICE IS HEREBY GIVEN that the Orange County Board of Commissioners, hereinafter referred to as the OWNER, will receive sealed bids for the construction of the Waterway Debris Removal Project.

Sealed bids are invited and may be delivered or forwarded by registered mail, addressed to: **Orange County Commissioners, Attention: Donald Crockett, 205 E. Main Street, Paoli, Indiana 47454.**

Sealed bids must be submitted prior to **9:00 a.m. ET** (Local Time) on **Wednesday, December 14, 2011**. Bids received after such time will be returned unopened. All interested citizens are invited to attend and should any citizens require special provisions, such as handicapped modifications or non-English translation personnel, the County will provide such provisions as long as the request is made by **Friday, December 9, 2011**.

A prebid meeting will be held at the Orange County Administration Building, 205 E. Main Street, Paoli, Indiana 47454 on **Wednesday, November 30, 2011**, at **10:00 a.m. ET** (Local Time). All prime contractors, subcontractors, vendors and suppliers and other interested parties are invited to attend.

The Project will be constructed in one (1) contract division and is defined and outlined as follows:

Removal and disposal of woody debris from three (3) sites along the Lost River and two sites along Lick Creek.

Plans and Specifications for the Project are on file and may be examined at the following locations:

Commonwealth Engineers, Inc.	Indianapolis, Indiana
Commonwealth Engineers, Inc.	Evansville, Indiana

Copies of the Contract Documents, Specifications and Drawings may be obtained upon payment of a non-refundable fee of **One Hundred Fifty Dollars and 00/100 cents (\$150.00)** in the form of a check or money order made payable to Commonwealth Engineers, Inc., 7256 Company Drive, Indianapolis, Indiana 46237. Requests for Contract Documents, Specifications and Drawings must also include a return **street address**; post office box numbers are not acceptable. Partial sets of Contract Documents, Specifications and Drawings are not available. Copies of any and all addenda which may be issued for this Project shall be included with the purchased documents and shall be forwarded to all Plan and Specification holders. Questions pertaining to this project may be directed to Commonwealth Engineers, Inc. at (812) 474-1177 or FAX at (812) 474-1176 or email to Alan Leistner at aleistner@contactcei.com.

No refunds will be issued for this project.

The work to be performed and the bid to be submitted shall include sufficient and proper sums for all General Construction, Mechanical Installation, Labor, Materials, Tools, Equipment, Taxes (both Federal and State), Permits, Licenses, Insurance, Service Costs, and so forth incidental to and required for the construction of the Facilities.

Each bid must be enclosed in a sealed envelope bearing the title of the Project and the name and address of the Bidder. All bids must be submitted on the bid forms as identified in the Contract Documents, Specifications and Drawings.

Each bid shall be accompanied by a certified check or acceptable bidder's bond made payable to the OWNER, in a sum of not less than five percent (5%) of the total amount of the highest aggregate bid, which check or bond will be held by the OWNER as evidence that the bidder will, if awarded the Contract, enter into the same with the OWNER upon notification from him to do so within ten (10) days of said notification.

Approved performance and payment bonds guaranteeing faithful and proper performance of the work and materials, to be executed by an acceptable surety company, will be required of the Contractor at the time he executes his contract. The bonds will be in the amount of 100% of the Contract Price and must be in full force and effect for a period of twelve (12) months from the date of acceptance of and final payment for the work.

The Contractor to whom the work is awarded will be required to furnish, before commencing work, a performance, maintenance and payment bond in an amount equal to the bid price of the contract awarded to said contractor, and certificates of all insurance required in the specifications. All bonds and liability insurance shall remain in effect for a period of twelve (12) months following completion and acceptance of construction. The award of the contract is subject to all approvals required by local and federal agencies. Upon securing of all approvals, the successful bidder shall receive a "Notice to Proceed" with construction and said contractor shall begin construction within ten (10) days of receipt of such notice, and shall complete the project pursuant to the contract documents.

The OWNER reserves the right to reject any bid, or all bids, or to accept any bid or bids, or to make such combination of bids as may seem desirable, and to waive any and all informalities in bidding. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. NO bid may be withdrawn after the scheduled closing time for receipt of bids for at least ninety (90) days.

A conditional or qualified Bid will not be accepted.

Award will be made to the low, responsive, responsible bidder. The low, responsive, responsible bidder must not be debarred, suspended, or otherwise be excluded from or ineligible for participation in federally assisted programs under Executive Order 12549.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Project throughout.

Proposals shall be properly and completely executed on Indiana Form 96, included in the Specifications. Proposals shall include all information requested by Indiana Form 96 (Revised, 2010). Under Section III of Form 96 the Bidder shall submit a financial statement. A copy of the proposed Financial Statement to be submitted with the Bid is included in the Bid Proposal

Documents Section of these Specifications. 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.

Each Bidder is responsible for inspecting the Project site and for reading and being thoroughly familiar with the Contract Documents, Specifications and Drawings. 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 Contractor (and Sub-Contractors) must comply with the minimum rates for wages for laborers and mechanics as determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon and Related Acts. Said wage scale is included in the project specifications and will be modified, if applicable, effective day of bid opening.

Bidders on this work shall be required to comply with the provisions of the President's Executive Order No. 11246, as amended. The Bidders shall also comply with the requirements of 41 CFR Part 60 – 4 entitled Construction Contractors - Affirmative Action Requirements.

The Bidders attention is also called to the "Minority/Women Business Participation" requirements contained in the Contract Documents and Specifications. The Indiana Office of Community and Rural Affairs has adopted a State goal of 10% participation for minority and women owned businesses for construction related or purchase related contracts for the work.

The Contractors must meet guidelines and practices established by the Indiana Office of Community and Rural Affairs and appropriate federal regulations including: 1) Executive Order 11246, 2) Section 3 of the Housing and Community Development Act of 1968, as amended, 3) Certification of Non-Segregated Facilities, 4) OMB Circular A-102, 5) Title VI of the Civil Rights Act of 1964, 6) Section 504, Rehabilitation Act of 1973, 7) Age Discrimination Act of 1975, 8) Executive Order 12138, 9) Conflict of Interest Clause, 10) Retention and Custodial Requirements for Records Clause, 11) Contractors and Subcontractors Certifications, and others that may be appropriate or necessary.

In addition, the Contract Division procurement is subject to the Federal Regulations contained in the OMB Circular A-102, Sections "B" and "O" and the State of Indiana requirements contained in IC-36-1-9 and IC-36-1-12.

In addition, the Contractor and all Subcontractors shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Ind. Code § 4-2-6-1 et seq., Ind. Code § 4-2-7-1 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor or Subcontractor is not familiar with these ethical requirements, they should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>.

The Contractor's attention is directed to the seven (7) affirmative steps that must be taken to assure small, minority and women's businesses are used when possible as sources of supplies, construction and services.

Any contract(s) awarded under this Advertisement for Bids are expected to be funded in part by a grant from the Department of Housing and Urban Development, as administered by the Indiana Office of Rural & Community Affairs. Bidders on this project shall be responsible for complying with the Federal Contract Provisions contained in Part 11 of these specifications. Neither the United States nor any of its departments or agencies will be a party to this Advertisement for Bids or any resulting contract.

OWNER:

ORANGE COUNTY
BOARD OF COMMISSIONERS

/S/ Donald Crockett, President