**Grant County Public Safety Communication Infrastructure Project** 

Notice is hereby given that the Grant County Commissioners, hereinafter referred to as "Owner", are receiving sealed bids for work related to the above-mentioned project. The following information and special notice are presented to prospective bidders

Project Information

Project Name:

Grant County Public Safety Communication Infrastructure Project 2. Project Owner:

Grant County Commissioners

401 S. Adams St. Marion, IN 46952

3. Project Description:

The project encompasses work at three sites within Grant County. Each site will consist of a 75' x 75 compound that contains a three-legged public safety communication tower, an 8' x 12' fiberglass equipment shelter, a diesel-fired generator, an electrical transformer, and an electrical service disconnect switch on a pole. Each compound will be surfaced in gravel. The foundation for each tower will consist of three concrete piers, extending into the ground and onto a reinforced concrete mat foundation. The shelters, generators, and transformers will have concrete bases. Each tower will have obstruction lighting. Each compound is enclosed with a chain link fence with barbed wire along the top.

As part of the bidding there are alternates for up to four additional tower sites, to be used primarily for broadband distribution.

4. Contract Documents Prepared By:

PYRAMID Consulting 203 Good Ave. Indianapolis, IN 46219 Phone: 317-396-9426

**Bidding Format** 

The project will be bid and constructed using multiple trade packages. The following packages are bid at

Trade Package 03C: Cast-in-Place Concrete Trade Package 13: Pre-Fabricated Equipment Shelters

Trade Package 26: Electrical Trade Package 31: Earthwork

Trade Package 32F: Chain Link Fence Trade Package 35F: Dispatch Furniture Trade Package 35TL

Self-Supported Tower (Labor Only) Self-Supported Tower (Material Only) Trade Package 35TM:

2. Construction contracts will be directly between the individual trade package contractors and the Owner, and overall construction administration of the project will be the responsibility of PYRAMID

**Bidding Documents** 

. Bidding documents will be made available after 2:00pm (local time), Wednesday, September 23, 2020.

Bidding documents may be obtained through the following:
 Reprographix – Indianapolis
 Phone: 317-637-3377

www.reprographix.com

3. Electronic files of bidding documents are on file and may be examined through the following construction reporting services

a. Construction Data/ Construct Connect. www.cdcnews.com

b. Dodge

www.construction.com c. Databid

www.databid.com Pre-Bid Meetings:

1. There is one (1) scheduled pre-bid meeting:

Location:

**Grant County Emergency Operations Center** 

302 S. Washington St., 1st Floor Marion IN 46952

2:00pm (local time), Thursday, October 8, 2020

2. All prime contractors, subcontractors, and other interested parties are invited to attend.

Bid Delivery:

Bids shall be sent or delivered in person to:

Grant County Auditor's Office 401 S. Adams St., 2nd Floor

Marion, IN 46952

2, Bids will be received at the above address until the following date and time:

9:00am (local time), Monday, October 19, 2020.

3. This will be considered "bid time" unless subsequently revised by addendum). Bids received after "bid time" will be returned unopened.

4. Bids will be held unopened until the following date and time, at which point they will be opened and publicly read at the location below:

10:00am (local time), Monday, October 19, 2020

Grant County Council Chamber

401 S. Adams St., 1st Floor

Marion, IN 46952

5. Faxed or e-mailed bids will not be accepted.

6. Bidders are required to enclose with each bid the following bid forms (in duplicate):

a. Bid Document 003000 - Stipulated Bid Form - Base Bid.

b. Bid Security (see below)

c. Financial Statement

7. Bidders are required to enclose with each bid the following bid forms (in duplicate):

a. Bid Document 001300 – State Board of Accounts Form 96 (including financial statement) b. Bid Document 003000 – Stipulated Bid Form – Base Bid.

8. Each envelope that bids are included in is required to have a label on the outside indicating project name as well as the contractor's name and address Miscellaneous Provisions 1. Each proposal 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 proposal,

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. Should a successful bidder withdraw his bid, or fail to execute a satisfactory Contract, the Owner may then declare the bid deposit of bond or check forfeited as liquidated damages but not as 2. For contracts over \$200,000, 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 bond will be in the amount of 100% of the Contract Price and must be in full force and effect throughout the term of the Construction Contract plus a period of twelve (12) months from the date of substantial completion.

 The Owner reserves the right to reject any proposal, or all proposals, or to accept any proposal or proposals, or to make such combination of proposals as may seem desirable, and to waive any and all informalities in bidding. Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. The Owner reserves the right to accept or reject any bid or waive any informality or

errors in bidding for a period of 90 days after bid date. 4. A conditional or qualified Bid will not be accepted. Award will be made to the low, responsive, responsible

5. 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

6. Proposals shall be properly and completely executed on proposal forms included in the Project Manual. Proposals shall include all information requested by State Board of Accounts Form 96 (Revised 2013) included within the Project Manual. Under Section III of Form 96, the Bidder shall submit a financial statement. 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.

7. Each Bidder is responsible for inspecting the Project site(s) and for reading and being thoroughly familiar

with the Contract Documents and Specifications. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to its Bid. 9/23 & 9/30

Miss Kate to perform at Hidden Ponds Apartments

Recording artist "Mrs. Kate" Carpenter will be sharing her original songs at Hidden Ponds Apartment Community on Friday evening, October 9 at 6:00 pm.a The Exit Church will be serving a hot dog dinner starting at 5:30. This event will take place behind the clubhouse outdoors. Please bring your own lawn chairs and blankets for seating. Hidden Ponds is located at 1 E. Creekside Drive in Gas City. In case of rain, the concert will be held at The Exit Church, 2015 E. Main St. in Gas City. For more information, call 765-573-

Using puppetry, unusual instruments, and riveting storytelling, Mrs. Kate, a Marion native who has been singing, picking guitar, and writing songs for over 40 years, has brought joy to thousands around the world,



Mrs. Kate Carpenter

and her interaction with the audience is creative and unforgettable. Mrs. Kate has been featured on multiple TV shows Radio Disney, senior communities, and

festivals, and has recorded 12 CD's and several music

For more information, visit Mrs. Kate's website at www.MrsKate.com.

## City -

heart of the lawsuit which names the Indianapolis consulting firm of London Witte Group, Marion contractor Chad Sevbold, and the estate of the late Michael An and several of his corporations as defendants from whom the city is seeking damages in the \$2.5 million project which was undertaken and never completed during the mayoral administration of Wayne Seybold. Wayne and Chad Seybold are brothers.

Another defendant, First Farmers Bank and Trust Co. had previously agreed to a \$300,000 payment to the City for its role in the failed project, focusing on an absence of controls on the spending of public money on the redevelopment of the building.

In June the City, acting through City Attorney Thomas Hunt and Indianapolis legal advisors Ice Miller, took the Court of Appeals ruling to the Supreme Court and asked that the issue be considered by the top court in the

On Thursday afternoon in a ruling signed by Chief Judge Loretta Rush, the high court said it would hear the Marion arguments.

No date has yet been set, but Hunt says the fact that the court agreed to hear the arguments is an indication of the court's interest in the legal question.

"I recognize they can still deny us, but it took at least three of the five judges to accept the case, so some of them think our case has merit," Hunt said of the court ruling.

"At this point, we are

begun to question whether "We cannot

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allow what happened here to ever happen again. We have to hold elected officials to a higher standard."

> Jess Alumbaugh, Mayor - City of Marion

now optimistic," he said.

The appeal to the Supreme Court was the last option for the City to keep the litigation alive. The court will now hear the oral arguments by lawyers from all parties involved and make a decision on whether the City's argument is correct. If the court finds for the City, the case will go to trial. If the high court rules against the City, it would seem the end of the litigation which began shortly after Alumbaugh took office five years ago.

If the court finds for the City, the case would go to trial in front of a jury in Anderson in Madison Superior Court 4 Judge David A. Happe's courtroom.

The Madison County judge assumed jurisdiction after Judge Haas recused himself from further involvement in the case.

That prospect raises the controversial issue of paying for the litigation. Legal fees paid by the City thus far have topped \$1.5 million and members of the Marion City Council have

pursuit of the litigation is affordable.

City Controller Julie Flores recently reported the exact cost of the ongoing legal fees through August 4 was \$1,561,285.

In July and August the Council sought explanations from the Mayor and his staff for the source of the money to pay the costs already incurred. That clash between the mayor and council became so heated that the council used state law to issue subpoenas to Alumbaugh and his staff to appear before the council to respond to a list of 11 questions, most dealing with the payment of legal fees.

Alumbaugh has remained steadfast in his argument that pursuit of the lawsuit against the previous administration remains at the top of his priorities.

"We're trying to pursue justice and this is the next step in that pursuit," Alumbaugh said of the Supreme Court ruling. "It's going to happen."

"We cannot allow what happened here to ever happen again. We have to hold elected officials to a higher standard," the mayor said.

He said the decision on pursuit of the case in court is "my call."

"That's an operational call. We're going to pursue this. If you had seen what Tom Hunt and Mike Flynn and myself have seen, you'd be angry. You'd be flat out angry. You would not tolerate this and you should never have to tolerate this again," the mayor said of his investigation of the Seybold administration.