

DeKalb County Commissioners

William L. Hartman, President
James Miller, Vice President
Kellen Dooley, Vice President
100 South Main Street
Auburn, IN 46706
260-925-2362
260-925-0060 Fax

INVITATION TO BID

Notice is hereby given by the undersigned that the Board of Commissioners of DeKalb County, Indiana will accept sealed bids at the DeKalb County Auditor's office, 100 S. Main St., 2nd floor, Auburn, Indiana, 46706 for the Removal of Sunny Meadows Building Project until **10:00am local time on Monday, December 22, 2025.** The sealed bids will be opened during the Commissioners' Meeting on **Monday, December 22, 2025. Around 10:30 A.M.**

The project description and Instructions to Bidders are available at the DeKalb County Court House 100 S. Main Street, Auburn IN, 46706 in the Auditors office.

In addition to bid requirements noted in the Instruction to Bidders, each bid shall include an executed Contractor's Bid for Public Work – Form 96 as prescribed the State of Accounts, an Employment Eligibility Verification form, an Indiana Iran Investment Certification, and a completed Bid Form. In addition, bidders are required to submit with their bid a cashier's check or bid bond made payable to the Board of Commissioners of DeKalb County in an amount not less than ten percent (10%) of their maximum bid. A payment bond and Performance Bond in the amount of 125% of the contract price. Certificate of Insurance is also required. DeKalb County reserves the right to reject any and all bids and to waive any of the terms and conditions and provisions contained in the invitation to bid or other documents, or any informality, irregularity or omission in any bid. Bids may be taken under advisement for up to 15 days. The bid must be submitted in a sealed envelope addressed to the Board of Commissioners of DeKalb County, DeKalb County Auditor's office, 100 S. Main St, 2nd floor, Auburn IN, 46706

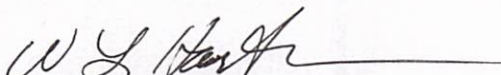
Questions or inquiries should be directed to the DeKalb County Commissioner, Kellen Dooley, at 260-433-5845.

Board of Commissioners,
DeKalb County, Indiana

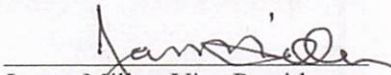
Advertise Dates.

12-05-2025

12-12-2025



William L. Hartman, President



James Miller, Vice President



Kellen Dooley, Vice President

Sunny Meadows Building Removal Project Description

Location: 2315 County Road 40, Auburn IN, 46706

- Complete removal of Sunny Meadows Building
- Complete disconnect of all utilities
- Demolish and haul away all building debris
- Backfill entire building area with clean dirt
- Complete removal of septic system
- Backfill septic system area where needed
- DeKalb County will have building checked and any asbestos removed prior to demo.
- DeKalb County is unaware of any underground tanks or any hazardous materials. If contractor comes across any of these items the contractor is not to hold DeKalb County liable for any costs to contractor or that contractor experiences due to delays caused by any underground tanks or any hazardous materials.

GENERAL SPECIFICATIONS
Sunny Meadows Building Removal

LOCATION: 2315 County Road 40, Auburn IN, 46706

1. No work may begin until the contractor meets with the County Commissioner Kellen Dooley to set a start date and complete a walkthrough of the project.
2. Contractor is responsible to work with all utility companies that have any utilities connected to the current buildings to insure they are all disconnected properly.
3. Contractor MUST use proper signage and barricades to keep the area safe during demolition.
4. Contractor is to haul ALL building debris to an approved dumping location and to provide the Board of Commissioners the approved dumping location.
5. Contractor to furnish all equipment, materials, and labor required to complete the project.
6. The contractor will do all necessary hauling, sweeping, cleaning, and traffic maintenance per MUTCD standards.
7. The Contractor is to save the date monument on the building and place onsite in a safe location.
8. Contractor is to backfill the entire area where buildings were removed with clean dirt and to compact in 2' lifts.
9. Contractor is to disconnect and completely remove the septic system on site and backfill with clean dirt.
10. Contractor must turn in dump tickets and or dumpster tickets with final invoice.
11. DeKalb County reserves the right to reject all bids.
12. Pre-bid site visit will be allowed and must be scheduled with Kellen Dooley
13. Contractor shall have all work completed by May 1, 2026
14. Contractor must indemnify the County for any claims made against the county due to their work.
15. Any questions concerning these specifications should be made to Kellen Dooley, DeKalb County Commissioner, at (260) 433-5845.

INSTRUCTIONS TO BIDDERS
GENERAL CONDITIONS/CONTRACTUAL CLAUSES

- A. DeKalb County is exempt from local, state, and federal taxes and will not be responsible for any taxes levied on the Vendor or Contractor as a result of a bid award.
- B. All items contained in this document will become part of the Bid Form, contract, or agreement between the successful bidder and DeKalb County, unless bidder takes exception.
- C. DeKalb County reserves the right to reject any and all bids and to waive any of the terms and conditions and provisions contained in the Invitation to Bid or other documents, or any informality, irregularity or omission in any bid, and to award to one or more bidders.
- D. A bid bond of (10%) will be required along with a payment bond and performance bond in the amount of (125%) of the contract price.
- E. Facsimile bids are not acceptable.
- F. For public works contracts, each Contractor must comply with IC 5-16-13 including but not limited to:
 - a. A public works contract must be structured in Contractor tiers;
 - b. Each Contractor must maintain general liability insurance in at least the amount of \$1 million for each occurrence and at least \$2 million for the general aggregate;
 - c. Before an employee begins work on a project, the Contractor must submit the employee's E-Verified case identification number to the public agency awarding the contract
 - d. A Contractor on a public works project is prohibited from paying employees in cash;
 - e. A Contractor is required to comply with the federal Fair Labor Standards Act and state labor statutes (Minimum wage – IC 22-2-2-1 through 22-2-2-8; Worker's compensation – IC 22-3-5-1 and IC 22-3-7-34; Unemployment – IC 22-4-1 through 22-4-39.5; Drug testing – IC 4-13-18-1 through 4-13-18-7; and Access to training – IC 5-16-13-12);
 - f. All contractors must preserve payroll and related records for three years after the completion of the project work and be open to inspection by the Indiana Department of Workforce Development.
- G. For public purchases contracts, each Vendor must comply with the following:
 - a. Manufacturer and/or model number of equipment being bid must be stated.
 - b. If not bidding a delivered price to point of destination, shipping charges must be shown as a separate price on the Bid Form.
 - c. Upon delivery and/or inspection of ordered goods, should DeKalb County determine that goods do not meet specifications, same will not be accepted and shall be returned at Vendor's expense.
 - d. Reference to brand names, catalogue numbers, etc., are made to establish level of quality needed and not for the purpose of limiting competition. It is the Vendor's responsibility to show proof that goods being offered are of equal quality to those that were specified.
- H. For all contracts:
 - a. DeKalb County reserves the right to deny payment to Contractors or Vendors ordering or delivering goods/work without benefit of a written purchase order.
 - b. Any exceptions to the specifications must be clearly set forth in the bid.
 - c. The Vendor or Contractor agrees to indemnify and hold harmless DeKalb County and its officers, agents, officials, and employees for any and all claims, actions, causes of action, judgements, and liens arising out of any negligent act of omission by the Vendor or any of its officers, agents, employees, or subcontractors or any defect in materials or workmanship or any supply, material, mechanism or other product which it or any of its officers, agents employees, or subcontractors has applied to the County or has used in connection with this Agreement. Such indemnity shall include attorney fees, costs, and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.
 - d. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by DeKalb County are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then the County shall have the right to terminate this agreement without penalty by giving prior written notice documenting the lack of funds, in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. DeKalb County agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full. Either party at the County's option, upon 30 days written notice may terminate this contract.
 - e. No portion of this Agreement shall be sublet, assigned, or otherwise disposed of by Vendor except with the written consent of the County being first obtained. Consent to sublet, assign, or otherwise dispose of any portion of this Agreement shall not be construed to relieve Vendor of any responsibility for the fulfillment of the Agreement.
 - f. Unless otherwise specified within the Agreement, this Agreement shall be governed by the laws of the State of Indiana, and by all Ordinances and Codes of DeKalb County, as the same shall be in full force and effect upon the date this Agreement is executed.
 - g. This Agreement represents the entire and integrated Agreement between DeKalb County and the Vendor and supersedes all prior negotiations, representations, agreements, and/or contracts, either written or oral. This Agreement may be amended only by written instrument signed by both DeKalb County and the Vendor and attached hereto as an addendum.

**DEKALB COUNTY, INDIANA
EMPLOYMENT ELIGIBILITY VERIFICATION**

The undersigned agent, being duly sworn on oath, affirms under penalties of perjury that he does not knowingly employ an unauthorized alien. The Contractor shall enroll in and verify the work eligibility status of all his newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3.

The Contractor shall require his subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor. The County may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the County.

Dated at _____ this _____ day of _____, 2020.

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

State of _____)

) ss

County of _____)

Before me, a Notary Public, personally appeared the above-named _____ and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2020.

Notary Public

Printed or Typewritten Name of Notary Public

My Commission Expires: _____

County of Residence: _____

DEKALB COUNTY, INDIANA
INDIANA IRAN INVESTMENT CERTIFICATION

The State of Indiana enacted a law (IC 5-22-16.5) which requires all state agencies and political subdivisions to request certification from its contractors that the contractor is not engaged in investment activities in Iran as Chapter 16.5 defines those terms. This certification serves as notice that all contractors doing business with DeKalb County, Indiana must, as a term of its contract, certify that the contractor does not engage in investment activities in Iran.

I, _____, the duly authorized representative of
_____ (name of contractor), certify under penalty of perjury
that _____ (name of contractor) does not engage in investment
activities in Iran as those terms defined by IC 5-22-16.5.

(name of contractor)

By: _____
(signature of authorized representative)

(printed name of authorized representative)

Date: _____

Title VI Bid Solicitation Language:

Bid Solicitation Notice:

“[Subrecipient] in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, issued pursuant to such Acts, hereby notifies all bidders that it will **affirmatively insure** that in any contact entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of religion, race, color, national origin, sex, sexual orientation, gender identity, age, disability/handicap and low income in consideration for an award.”