

## **NOTICE TO BIDDERS**

### **BITUMINOUS SURFACING OF SEYMOUR ROAD FROM BRUSHY FORK ROAD 1500' ENDING AT THE CEMETARY PERRY COUNTY, INDIANA**

Notice is hereby given that the Board of Commissioners of the County of Perry, Indiana, will receive sealed bids at the Perry County Auditor's Office, 2219 Payne Street, Tell City, IN 47586, up to the hour of 4:00 p.m. C.D.T. on Thursday, March 28, 2024, for the bituminous surfacing of the above roads. Bids will be opened sometime after 9:00 a.m. at the Board of Commissioners meeting on Monday, April 1, 2024.

Each bid must be accompanied with a \$1,000 Bid Bond to show proof of financial responsibility.

All bids must comply with the Specifications and Instructions and in accordance with plans. Contract bidders may obtain copies of the Specifications and Instructions at the Perry County Auditor's Office located at: 2219 Payne Street, Tell City, IN 47586. Specifications will be available on March 14, 2024.

The Board of Commissioners reserves the right to accept the lowest or best bid for each separate bid item or to reject any and all bids.

Bids must be submitted on one bid form for the total project.

No bidder may withdraw the bid for a period of forty-five (45) days from the date set for opening bid proposals.

Dated this 7<sup>th</sup> day of March, 2024.

Kristinia L. Hammack  
Perry County Auditor

Advertising Dates: March 14, 2024 and March 25, 2024

**PERRY COUNTY  
INDIANA**

**REGULAR PROPOSAL  
CONTRACT AND BOND  
FOR**

**BITUMINOUS SURFACING  
OF  
SEYMOUR ROAD FROM BRUSHY FORK ROAD 1500'  
ENDING AT THE CEMETARY**

**PERRY COUNTY, INDIANA**

**Bid Opening Date  
April 1, 2024**

**Submitted By...**

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**Company Name**

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**Street and Number**

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<b>City or Town</b>	<b>State</b>	<b>Zip Code</b>
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**Specifications Prepared By  
Perry County Highway Department  
An Equal Opportunity Employer**

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**PERRY COUNTY, INDIANA**

**PROJECT: SEYMOUR ROAD FROM BRUSHY FORK ROAD 1500'  
ENDING AT THE CEMETARY**

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## **GENERAL DESCRIPTION OF WORK**

All contract roads will include 18" wide stone shoulders and stone added to driveway approach for smooth transition, in accordance with the attached specifications. Milling required at bridges, paving limits and at asphalt/concrete driveways.

### **SEYMOUR ROAD FROM BRUSHY FORK ROAD 1500' ENDING AT THE CEMETARY**

- Length 1500' by 18' wide
- Mobilization
- One lay of 1.75" HMA Type B Surface 12.5 MM
- HMA Type B, Wedge and Level
- Asphalt for Tack Coat
- Limestone/shoulder stone #73 stone 18" wide compacted
- Millings with skid steer @ pavement tie-ins
- Maintenance of Traffic

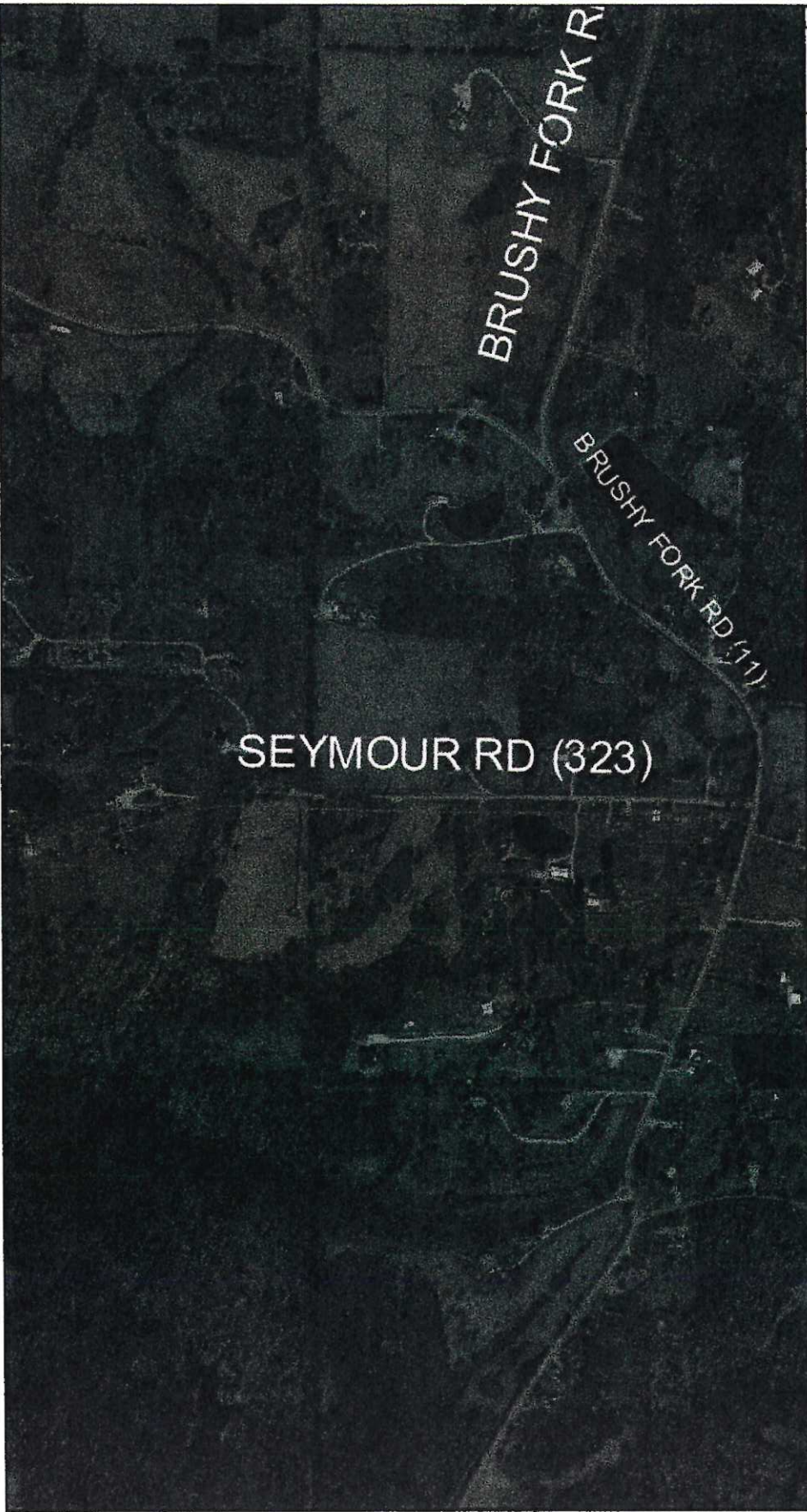
## ITEMIZED BID FORM

SUBMITTED BY \_\_\_\_\_ DATE \_\_\_\_\_

**BITUMINOUS SURFACING PROJECT  
SEYMOUR ROAD FROM BRUSHY FORK ROAD 1500'  
ENDING AT TGHR CEMETARY**

DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
Mobilization	LS	1		
1.75" HMA Type B, Surface 12.5 MM	TON	330.00		
HMA Type B,, Wedge and Level	TON	160.00		
Asphalt for Tack Coat	TON	1.20		
Compacted 73's for Shoulder Stone	TON	100.00		
Milling Tie-ins	SYD	25.00		
Maintenance of Traffic	LS	1		





<input type="checkbox"/> Regional Counties
<input type="checkbox"/> County Boundary
<input type="checkbox"/> Corporate Boundaries
<input checked="" type="checkbox"/> Addresses
— Water
— Bridges
— Highway
— Roads
— Addresses



## INSTRUCTIONS TO BIDDERS

### 1. CONTRACT DOCUMENTS

This entire bound set of documents shall serve as the "contract" for this project. The bid documents will consist of the following:

- a.) Bid Form - fill-in the unit price, the extended amounts, and the TOTAL amount,
- b.) State Form No. 96 - CONTRACTORS BID FOR PUBLIC WORKS (NOTE requirements of Sections II & III on SF96)
- c.) Bid Bond.

After completing said forms the bidder shall place the contract documents in a sealed envelope which shall be clearly labeled as follows;

BID FOR BITUMINOUS SURFACING OF  
SEYMOUR ROAD FROM BRUSHY FORK ROAD 1500' ENDING  
AT THE CEMETARY  
IN PERRY COUNTY, INDIANA  
TO BE OPENED APRIL. 01, 2024

\_\_\_\_\_(Name of Bidder)

### 2. BID DEPOSIT

All sealed bids shall be received on or before 4:00 p.m. local time on Mar. 28, 2024 at the:

Perry County Auditor's Office  
Perry County Courthouse  
2219 Payne St.  
Tell City, Indiana 47586

### 3. BID OPENING

- 1. All sealed bids received on or before 4:00 p.m. local time on Mar. 28, 2024 will be opened at 9:00 a.m. local time on Apr. 01, 2024 at the Perry County Commissioner's Meeting in the:

County Commissioner's Room  
Perry County Courthouse  
2219 Payne St.  
Tell City, Indiana 47586

### 4. AWARD

The contract may be awarded at the Perry County Commissioners meeting on Apr. 01, 2024. The County Commissioners will execute State Form No. 96 at the time of award. All bids shall be subject to all requirements of the Contract Documents and these INSTRUCTION TO BIDDERS. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidders.

The Perry County Commissioners have the right to accept or reject any and all bids, and to award the contract for that bid which is most advantageous to Perry County.

No bidder may withdraw his proposal for a period of sixty (60) days after the date of opening thereof.



**5. INSURANCE CERTIFICATION & PAYMENT BOND**

The successful bidder shall deliver all properly executed insurance certifications and payment bond forms to the Perry County Auditor no less than one week after being awarded the contract. The failure of the bidder to deliver said insurance and bond documents within one week or within such extended period as the Perry County Commissioners may grant shall constitute a default and the Perry County Commissioners may award the contract to another bidder.

**6. NOTICE TO PROCEED**

The issuance of the notice to proceed for this project shall be issued within a reasonable time period. Paving operations shall begin within one month of the issuance of notice to proceed. subsequent to the issuance of the notice to proceed, the successful bidder must give the Perry County Highway Department no less than 3 work days notice prior to his beginning construction.

**7. CONTRACT COMPLETION**

The successful bidder will have 60 calendar days to complete the work as specified in this contract from the issuing date of the notice to proceed to the date of official acceptance of the work by the County of Perry.

**8. INTERPRETATIONS AND ADDENDA**

All questions about these contract documents should be made in writing to the County Highway Department so that they may become addenda to said contract documents. It shall be the responsibility of the bidder to inquire about any addenda to the contract documents prior to depositing the bid with the County Auditor. THE PERRY COUNTY COMMISSION RESERVES THE RIGHT TO DELETE ITEMS AND/OR CHANGE THEIR QUANTITIES AT ANY TIME PRIOR TO BID-OPENING BY MEANS OF WRITTEN ADDENDA.

**9. INSPECTION OF SITE**

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to the proposed improvement and should inform himself as to the facilities involved, the difficulties and the restrictions attending the performance of the Contract. The bidder shall thoroughly examine and familiarize himself with the Technical Specifications and all the other Contract Documents. The contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the existing conditions.



## BID BOND

PROJECT: Bituminous Surfacing Project on SEYMOUR ROAD FROM BRUSHY FORK ROAD 1500' ENDING  
AT THE CEMETARY

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_ as principal,  
and \_\_\_\_\_ as surety, are firmly bond unto the County of Perry, Indiana in the sum of  
\$1,000.00 of the principal's bid, if after acceptance (receipt of the proposal by the County of Perry from the bidder) of the  
principal's bid by the County of Perry said principal fails to enter into this contract for any reason whatsoever, and/or if for any  
reason said principal, after said bid has been so accepted by the County of Perry, fails to enter upon the performance of the  
obligation as set forth in said bid, we bind ourselves jointly and severally, and our joint and several heirs executors,  
administrators and assigns, firmly by these presents, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

The conditions of the above obligations shall be binding upon the principal and surety from the time said bid is filed with the  
County of Perry, Indiana until the regular Proposal and Contract Bond attached hereto shall be operative by the terms thereof.

IN WITNESS WHEREOF, we hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Name _____	Name _____
Address _____	Address _____
By _____	By _____
Signature _____ Title _____	Signature _____ Title _____
Printed or Typed Surety	Printed or Typed Principal

State of Indiana, County of \_\_\_\_\_, SS:

Personally appears before me \_\_\_\_\_ as principal and \_\_\_\_\_ as surety and each  
acknowledged the execution of the above Bid Bond this day of \_\_\_\_\_, 2024.

Witness my hand and notarial seal the said last named date:

My Commission Expires:

County of Residence \_\_\_\_\_

By \_\_\_\_\_  
(Signature) (Notary Public)  
\_\_\_\_\_  
(Printed or Typed)

## **SPECIAL PROVISIONS**

BITUMINOUS SURFACING PROJECT ON SEYMOUR ROAD FROM BRUSHY FORK ROAD 1500'  
ENDING AT THE CEMETARY

PERRY COUNTY, INDIANA

**SP 1. County Highway Superintendent**

Wherever the phrase "County Highway Superintendent" or "Highway Superintendent" or "Superintendent" appears in these special provisions it shall be understood that the phrase "or his/her designated field representative" is to be inserted immediately following.

**SP 2. Standard Specifications**

The Indiana Department of Transportation Standard Specifications dated 2012 and all related Supplemental Specifications, shall apply to this contract. Those Special Provisions, contained herein shall govern over the Standard Specifications and Supplemental Specifications should a conflict arise.

Construction signage shall be in accordance with the Indiana Manual on Uniform Traffic Control Devices (MUTCD). The contractor is responsible for all construction signage.

**SP 3. Payment Bond**

The contractor shall execute a payment bond to the appropriate political subdivision or agency, approved by and for the benefit of the political subdivision or agency, in an amount equal to the contract price. The payment bond is binding on the contractor, the subcontractor, and their successors and signs for the payment of all indebtedness to a person for labor and service performed, material furnished, or services rendered. The payment bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services.

A.) The payment bond shall be deposited with the board. The payment bond must specify that:

- 1.) A modification, omission, or addition to the terms and conditions of the public work, contract plans, specifications, drawings, or profiles;
- 2.) A defect in the public work contract; or
- 3.) A defect in the proceedings preliminary to the letting and awarding of the public work contract; does not discharge the surety. The surety of the payment bond may not be released until one (1) year after the board's final settlement with the contractor.

- B.) A person to whom money is due for labor performed, material furnished, or services provided shall, within sixty (60) days after the completion of the labor or service, or within sixty (60) days after the last item of material has been furnished, file with the board signed duplicate statements of the amount due. The board shall forward to the surety of the payment bond one (1) of the signed duplicate statements. However, failure of the board to forward a signed duplicate statement does not affect the rights of a person to whom money is due. In addition, a failure to forward the statement does not operate as a defense for the surety.
- C.) An action may not be brought against the surety until thirty (30) days after the filing of the signed duplicate statements with the board. If the indebtedness is not paid in full at the end of that thirty (30) day period the person may bring an action in court. The court action must be brought within sixty (60) days after the date of the final completion and acceptance of the public work.

**SP 4. Payment - Progress Estimates**

- A.) The basis-of-pay for all items in the contract will be on a unit price basis per Indiana Department of Transportation (INDOT) procedures. The contractor will supply the County Highway Department with a copy of all material bills-of-lading, weight tickets, etc. on a weekly basis, and in a manner that is worked out with said Superintendent before work begins. The contractor will also supply the Superintendent a monthly progress estimate of work complete, in place, and approved by said Superintendent, filled out on blank bid forms, which may be obtained from the County Highway Department. Payment to the contractor will be made from said monthly estimates.

The contractor, if requested, shall be prepared to provide notarized material certificates for all materials furnished by him on this project. The Superintendent reserves the right to sample and test all material furnished on this project.

- B.) Final payment - When the work has been completed in accordance with the terms of this contract and accepted by Perry County in writing a final estimate may be submitted to the County by the contractor. Final payment on that part of a contract or the amounts that are not in dispute shall be made within 120 days of final acceptance and completion of this contract.

**SP 5. Public Utilities**

The contractor shall make all necessary contacts and arrangements and work closely with all utilities having facilities within the project areas.



**SP 6. Responsibility for Damage Claims**

The Contractor shall save and hold harmless the Owner and the Superintendent and their officers, agents, and employees from and against all suits or claims that may be based upon alleged injury to any person or property that may occur, or may be alleged to have occurred in the course of the performance of the contract by the Contractor, whether such claims shall be made by an employee of the Contractor or by a third person, and whether or not it shall be claimed that the alleged injury was caused by a negligent act or omission of the Contractor; and The Contractor shall, at his own cost and expense, pay all charges of attorneys and all costs and other expense arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner, the Superintendent, or any officer, agent, or employee of any thereof; the Contractor shall, at his own cost and expense, satisfy and discharge same.

**SP 7. Insurance**

The successful bidder (Contractor) will be required to furnish to the Owner prior to receiving the executed contract evidence that he has complied with all items of insurance listed hereinafter.

The Contractor shall carry in full force and effect during the period of contractual operations, insurance necessary to comply with the requirements of the Indiana Workmen's Compensation Act of the State of Indiana. Also, the Contractor shall carry in full force and effect during the period of contractual operations Occupational Diseases Insurance as set out in the Indiana Workmen's Occupational Diseases Act and shall file with the Owner certificates showing that said Workmen's Compensation (Industrial Board Form #19) and Occupational Diseases Insurance (Indiana Industrial Board Form #105) are in force during the period of contractual operations. The Contractor shall use his insurance carriers to furnish certificates for Compensation and Occupation Diseases Insurance to the Owner showing names of company's expiration date or dates and policy number or numbers.

The Contractor shall take out and maintain during the life of the contract such Contractor's Comprehensive General Liability and Owner's and Contractors' Protective Liability Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damage or personal injury including accidental death as well as claims for property damage which may arise from operations under this contract whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance as set forth per Section 103.04 of the Standard Specifications. \*Furthermore, the Contractor shall use his insurance carriers to furnish certificates for such insurance showing Perry County, Indiana and Perry County, Indiana Board of Commissioners as additional insureds on such policies, together with names of companies expiration date or dates and policy number or numbers.\*

Insurance is required as a measure of protection and the Contractor's liability is not to be limited by the amount specified in the insurance policies.

If an expiration date on any of these policies occurs before the completion and acceptance of the project, an addenda certificate shall be furnished showing the new expiration date.

**SP 8. Incidental Construction / Maintenance of Traffic / Mobilization**

Where "Incidental Construction" has been indicated on the Plans in areas between new construction and existing pavement, any items necessary to provide a smooth transition between the new construction and existing surface shall be included in this work. Payment for this work shall be made at the Contract Unit Price of the various items necessary to complete this transitional work.

All costs associated with Maintenance of Traffic & Mobilization shall be included in the unit prices of items.

**SP 9. Noise Abatement & Working Time Restrictions**

The Contractor shall insure that all construction equipment is properly maintained and in proper working condition.



FIELD DAILY MIX TEMPERATURE RECORD

Date: \_\_\_\_\_  
Location \_\_\_\_\_  
Mix Type: \_\_\_\_\_

TEMPERATURE READINGS AT PAVER HOPPER:

TIME	TEMP (°F)
8:00 A.M.	
9:00 A.M.	
10:00 A.M.	
11:00 A.M.	
NOON	
1:00 P.M.	
2:00 P.M.	
3:00 P.M.	
4:00 P.M.	
5:00 P.M.	

NAME: \_\_\_\_\_

Work will only be allowed between sunrise and sunset as established by the U.S. Weather Bureau. Work will not be allowed on Saturdays, Sundays or Holidays, except that the Contractor may be allowed to work on the following holidays: Martin Luther King Day, President's Day, Good Friday, Primary Election Day, Columbus Day, Election Day and Veteran's Day. The Contractor must request permission to perform work on a holiday in writing from the County Highway Superintendent.

**SP 10. Bituminous Materials**

General

The Indiana Department of Transportation (INDOT) Standard Specifications 2012, Section 402, shall apply with the exceptions as noted herein. The current version of the INDOT Specifications, Recurring Special Provisions, and Supplemental Specifications are applicable.

Description: This work shall consist of one or more courses of HMA base, intermediate, surface mixtures or other miscellaneous HMA application in accordance with Indiana Test Method (ITM) 583. 402.02 shall not apply.

Design Mix Formula and Mixture Type: Contractor must submit a Design Mix Formula (DMF) to the Highway Superintendent for approval. **ONLY HMA MIXES WILL BE ALLOWED.** The design mix formula, prepared in accordance with 402.04, shall be based on the following table:

<i>Mixture Type</i>	<i>Type A</i>	<i>Type B</i>	<i>Type C</i>
<i>Design ESAL</i>	200,000	2,000,000	9,000,000
<i>AADT</i>	<4000	4000-30,000	>30,000
<i>Surface</i>	4.75, 9.5, 12.5 mm	4.75, 9.5, 12.5 mm	4.75, 9.5, 12.5 mm
<i>Surface - PG Binder</i>	64-22	64-22	70-22
<i>Intermediate</i>	9.5, 12.5, 19.0, 25 mm	9.5, 12.5, 19.0, 25 mm	9.5, 12.5, 19.0, 25 mm
<i>Intermediate - PG Binder</i>	64-22	64-22	64-22
<i>Base</i>	19, 25.0 mm	19, 25.0 mm	19, 25.0 mm
<i>Base - PG Binder</i>	64-22	64-22	64-22

Surface Aggregate Type: For Type C mixtures, surface aggregates shall meet the requirements for less than 10,000,000 ESAL in 904.03(d).

Acceptance of Mixtures: Acceptance shall be based on 402.09. The Type D Certification shall include the PG Binder Grade sent to the project.

Temperature of Asphalt: Contractor is responsible for recording the temperature of the HMA, once per hour, and supplying the Superintendent with a daily report verifying temperature. Minimum temperature Wedge & Level, Intermediate and Base HMA mixtures at the time it is placed in the paving machine shall be 290 degrees. Minimum temperature of Surface HMA mixtures at the time it is placed in the paving machine shall be 300 degrees. The Contractor will use the temperature recording forms supplied by Perry County. Random temperature checks will also be taken by the Perry County Superintendent or his/her field representative.

### Compaction

It will be required to have two rollers on the HMA Surface lay and on full width paving.

### Tack Coat

Shall be applied in such a manner as to offer the least inconvenience to traffic and to permit one-way traffic without pickup and tracking of bituminous material. If, after the application of the tack coat, it becomes necessary to open the section to traffic, cover aggregate shall be spread as directed by the Superintendent. The cover aggregate, if used shall be fine aggregate No. 23 or 24 and will not be paid for directly, but shall be included in the cost of other items.

### Pavement Patching

- A.) For failed Pavement - If the need should arise, and ONLY AT THE DIRECTION OF THE SUPERINTENDENT, to patch a section of the existing pavement that has "failed" the following shall apply:

The total depth requirement for patching flexible pavement, as described in the Standard Specification Section 304.04, is hereby amended to be SIX (6) inches. The material under the patch is expected to be in a compacted condition in accordance with said Specification 304.04.

- B.) Payment - shall be paid for under HMA BASE, TYPE B 25.0mm FOR PATCHING.
- C.) Special attention shall be paid to Standard Specification Section 105.12 (Load Restrictions) by the contractor.

### Bituminous Mixture for Approaches (Standard Specification Section 610)

- A.) Drive Approaches: The 18" wide bituminous wedge for private drives described in Standard Specification Section 610.01 shall be required on this project. If an existing bituminous drive or concrete is encountered a smooth transition from new pavement to old pavement shall be constructed. Milling at the drive will be required.

Payment - the accepted quantities for said drive approaches shall be paid for at the contract unit price per ton for the mainline bituminous material.

- B.) Public Road Approaches: Only those road approaches so detailed on the plans, shown on the Schedule of Approaches, or directed by the Superintendent shall be paved and paid for at the contract unit price per ton for the mainline bituminous material. Special attention should be paid to the plans as to the type of bituminous material that is to be used on a particular road approach. The length to be paved shall be as planned or as directed by the Superintendent.
- C.) Mailbox Approaches – shall be resurfaced to cover existing pavement.



**SP 11. Maintaining Traffic**

Unless otherwise directed or permitted by the Superintendent, the Contractor shall arrange and prosecute the work specified for this contract in accordance with all applicable provisions of 104.04, 107, 801 and 923 of the 2012 Standard Specifications, the latest revised Standard of Detour Signs and Sign Design Details of the Indiana Department of Transportation Standards, the Indiana Manual on Uniform Traffic Control Devices, and as set out herein. Cost for Maintenance of Traffic shall be included in the price of bid items.

**Construction Under Traffic**

It is the intent of this contract that all work shall be done while the road is open to traffic and during the daylight hours. All Type "A" Construction Signs shall be furnished, erected, and maintained by the Contractor. The Contractor must request permission to close a road, in writing, from the County Highway Superintendent.

- A.) All control devices including flagmen, shall be positioned so as to have a safe sight distance considering the approach speed for approaching traffic. The flagmen shall be equipped with portable two-way radios.
- B.) All non-fixed signs are to be removed at the completion of the day's operation(s). All lanes will be open to normal traffic during the hours of darkness. If for any reason, a traffic lane must remain closed after dark, the Contractor will be required to maintain traffic on the remaining lane(s) in accordance with the latest revised Standard Sheets of the Standard Detour Signs of the Indiana Department of Transportation Standards. The Contractor will NOT be required to provide a night watchman to maintain the traffic control devices as described in INDOT Specification No. 107.12, on a 24-hour basis. The Contractor WILL, however, be required to inspect and maintain said traffic control devices, as described in INDOT Specification 107.12 no less than every eight (8) hours.

**Basis of Payment**

- A.) It is the intent of this contract that maintenance of traffic is at the discretion of the contractor. Traffic shall be maintained in a manner which provides a safe environment for construction workers and the traveling public. See item SP6 of these specifications.
- B.) All signs, flagmen, etc. that are needed to control traffic for construction under-traffic, should the need arise by the contractors choosing, shall be included in the price of the other bid items.

**SP 12. Pavement Traffic Markings**

Pavement markings are not part of this contract.

**SP 13. Signage**

The placement of all signs, construction or otherwise, shall be in accordance with the plans, but their final locations shall be approved by the County Highway Superintendent.



**SP 14. Heavy Truck Routes**

**EACH BIDDER IS REQUIRED TO CONTACT THE COUNTY ROAD SUPERINTENDENT PRIOR TO SUBMITTING BIDS TO DISCUSS AND DETERMINE HEAVY TRUCK ROUTES IN ORDER TO MINIMIZE DAMAGES TO EXISTING COUNTY ROADS.**

**SP 15. Nondiscrimination of Employees**

In the performance of this contract, the Contractor shall not discriminate against any worker because of race, religion, color, sex, national origin, or ancestry.

**SP 16. Payment of Minimum Wages**

The minimum wage paid to all labor shall be in accordance with all relevant Federal and Local Laws.

**SP 17. Safety; Accident Prevention**

In the performance of this contract, the contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation. The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility, or as either the County Highway Superintendent or his designated field representative may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

**SP 18. Preparation of Road**

The Contractor shall be responsible for performing all work necessary to prepare the road and shoulders for completion of the work set forth in this contract unless otherwise noted. The Perry County Highway Department will mow and grade back the edges prior to paving, but the contractor will be responsible for brooming of roadway.

## **APPENDIX**

AGREEMENT TO DEFEND, HOLD HARMLESS, INDEMNIFY, AND INSURE

As an inducement to and in consideration of Perry County and the Perry County Board of Commissioners, hereinafter jointly referred to as "Owner", entering into a contract with

\_\_\_\_\_, of \_\_\_\_\_ hereinafter referred to as "Contractor", the Contractor agrees that it shall, to the fullest extent permitted by law, defend, save and hold harmless and indemnify the Owner and their Engineer and their officers, agents, and employees from and against any and all claims, demands, suits or loss, including all costs connected therewith, that may be based upon alleged injury to any person or property that may occur, or may be alleged to have occurred with reference to the contract or the work performed under the contract by the Contractor, whether such claims shall be made by an employee of the Contractor or by a third person, if the alleged injury was caused, and alleged by the claimant, the Owner, or a third person to have been caused, in whole or in part, by a negligent act or omission of the Contractor, any of its subcontractors, suppliers, agents, representatives or anyone for whom it is responsible; and the Contractor shall, at its own cost and expense, pay all charges of attorneys and all costs and other expense arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner, their Engineer, or any officer, agent, or employee of any thereof, the Contractor shall, at its own cost and expense, satisfy and discharge same.

Furthermore, the Contractor agrees that it shall use its liability insurance carriers to furnish certificates for such insurance showing Perry County and Perry County Board of Commissioners as additional insureds on such policies, together with names of companies, minimum amount of such insurance shall be no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, expiration date or dates, and policy number or numbers, with no restrictive endorsements thereon unless approved by the Owner. The Contractor further agrees that insurance is required as a measure of protection and the Contractor's liability is not to be limited by the amount specified in the insurance policies and that if an expiration date on any policy occurs before the completion and acceptance of the project, an addenda certificate shall be furnished showing the new expiration date.

Finally, the Contractor agrees that it is bound by and will abide by all terms, conditions, and requirements set forth in the bid documents and specifications which are part of the project for which the Contractor is entering into a contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Printed Name of Contractor \_\_\_\_\_ By: \_\_\_\_\_

Printed Name	Title
--------------	-------

State of Indiana )  
 ) SS:  
County of \_\_\_\_\_ )

Before me, the undersigned, a Notary Public, in and for said County and State, came

\_\_\_\_\_, and acknowledged the execution of the foregoing Agreement,

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**My Commission Expires:**

\_\_\_\_\_, Notary Public

Residing in \_\_\_\_\_ County

## EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or disability. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2. The Contractor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgated thereunder.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising the labor union or workers representative of the Contractor's commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.

\_\_\_\_\_  
Vendor Representative (please print)

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Vendor Address

\_\_\_\_\_  
Date





# CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

## PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): \_\_\_\_\_

1. Governmental Unit (Owner): \_\_\_\_\_

2. County : \_\_\_\_\_

3. Bidder (Firm): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZIPcode: \_\_\_\_\_

4. Telephone Number: \_\_\_\_\_

5. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of \_\_\_\_\_  
(Governmental Unit) in accordance with plans and specifications prepared by \_\_\_\_\_  
\_\_\_\_\_ and dated \_\_\_\_\_ for the sum of  
\_\_\_\_\_ \$ \_\_\_\_\_

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

## ACCEPTANCE

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

## PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: \_\_\_\_\_

Bidder (Firm) \_\_\_\_\_

Date (month, day, year): \_\_\_\_\_

These statements to be submitted under oath by each bidder with and as a part of his bid.  
Attach additional pages for each section as needed.

## SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, where and why?

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4. List references from private firms for which you have performed work.

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## SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

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2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

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3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

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4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

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5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

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### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.



#### SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

#### SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

By \_\_\_\_\_

\_\_\_\_\_  
(Title of Person Signing)

#### ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

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 \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

**BID OF**

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

**FOR**

**PUBLIC WORKS PROJECTS**

**OF**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Filed \_\_\_\_\_

\_\_\_\_\_

Action taken \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_