PERRY COUNTY
INDIANA

REGULAR PROPOSAL
CONTRACT AND BOND
FOR

BITUMINOUS SURFACING OF

FRENCH RIDGE ROAD FROM SR 37 TO OLD SR 37
AND
SCOTCH PINE ROAD FROM OLD SR 237 TO SILVERPOINT ROAD

PERRY COUNTY, INDIANA

Bid Opening Date
Dec. 7, 2026

Submitted By...

_____
Company Name

_____
Street and Number

_____
City or Town State Zip Code

Specifications Prepared By
Perry County Highway Department
An Equal Opportunity Employer

TABLE OF CONTENTS

PERRY COUNTY, INDIANA

PROJECT: FRENCH RIDGE RD FROM SR 37 TO OLD SR 37 AND SCOTCH PINE RD FROM OLD SR 237 TO SILVERPOINT RD

NOTE: It is each bidder's responsibility to examine his proposal to determine that every sheet set out in the Table of Contents is attached and legible.

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Agreement to Hold Harmless
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Form No. 96 – Contractors Bid for Public Works
Plan and Detail Sheet
Asphalt Temperature Form

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.

FRENCH RIDGEL RD FROM SR 37 TO OLD SR 37

- Length.46 miles by 28' wide
- Mobilization
- One lay of 1.5" HMA Type B Surface12.5 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
- Line, paint, solid, white, 4"
- Line, paint, solid, yellow, 4"
- Stop bar, paint, 24"

SCOTCH PINE RD FROM OLD SR 237 TO SILVERPOINT RD

- Length.1.32 miles by 22' wide
- Mobilization
- One lay of 1.5" HMA Type B Surface12.5 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
- Line, paint, solid, yellow, 4"

ITEMIZED BID FORM

SUBMITTED BY _____ **DATE** _____

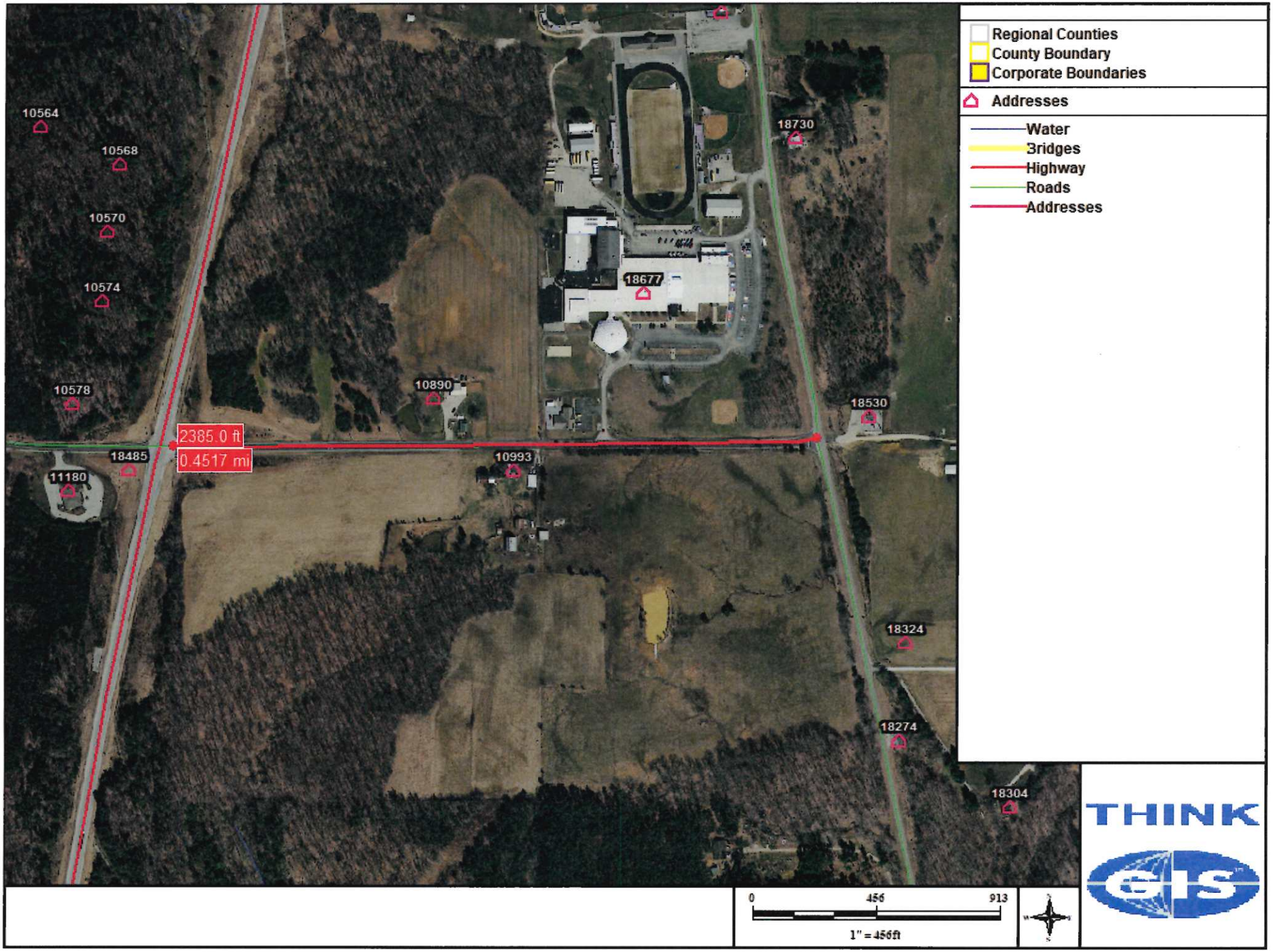
BITUMINOUS SURFACING PROJECT
FRENCH RIDGE RD FROM SR 37 TO OLD SR 37

DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
Mobilization	LS	1		
1.5" HMA Type B Surface 12.5 MM	TON	755		
HMA Type B Wedge and Level	TON	340		
Asphalt for Tack Coat	TON	6.61		
Compacted 73's for Shoulder Stone	TON	220		
Millings Tie-ins	SYD	250		
Maintenance of Traffic	LS	1		
Line, paint, solid, white, 4"	LFT	4900		
Line, paint, solid, yellow, 4"	LFT	4900		
Stop bar, paint, 24"	EACH	2		

TOTAL BID PRICE: _____

_____

BID PRICE IN WORDS


Regional Counties
County Boundary
Corporate Boundaries
Addresses
Water
Bridges
Highway
Roads
Addresses
10564
10568
10570
10574
10578
18730
18677
10890
18530
2385.0 ft
0.4517 mi
18485
11180
10993
18324
18274
18304
0
456
913
1" = 456ft
THINK

ITEMIZED BID FORM

SUBMITTED BY _____ **DATE** _____

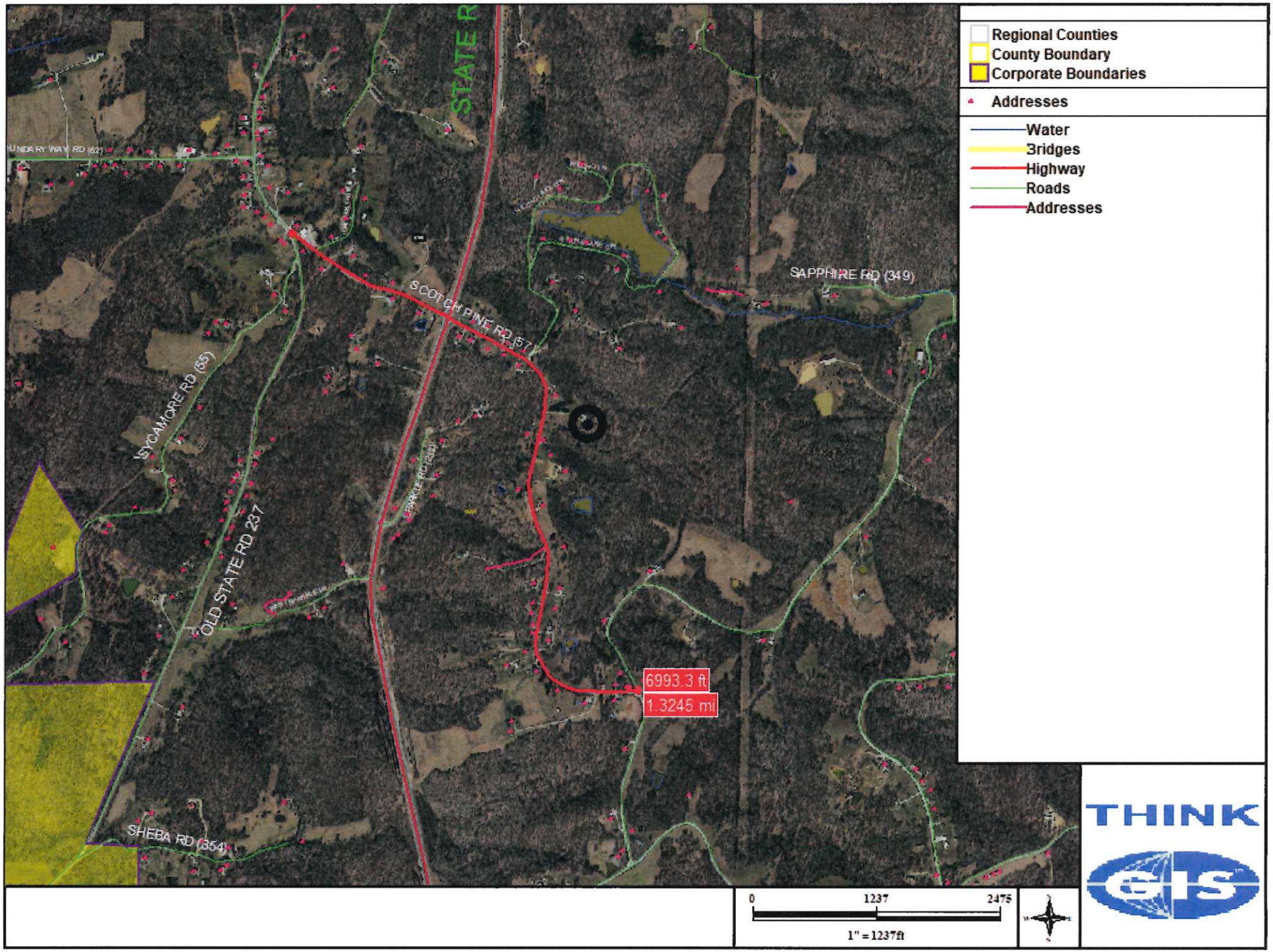
BITUMINOUS SURFACING PROJECT
SCOTCH PINE RD FROM OLD SR 237 TO SILVERPOINT RD

DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
Mobilization	LS	1		
1.5" HMA Type B Surface 12.5 MM	TON	1430		
HMA Type B Wedge and Level	TON	1080		
Asphalt for Tack Coat	TON	6.51		
Compacted 73's for Shoulder Stone	TON	520		
Millings Tie-ins	SYD	500		
Maintenance of Traffic	LS	1		
Line, paint, solid, yellow, 4"	LFT	14000		

TOTAL BID PRICE: _____

_____

BID PRICE IN WORDS


STATE R
SCOTCH PINE RD (67)
SAPPHIRE RD (349)
SYCAMORE RD (65)
OLD STATE RD 237
SHEBA RD (354)
6993.3 ft
1.3245 mi
Regional Counties
County Boundary
Corporate Boundaries
Addresses
Water
Bridges
Highway
Roads
Addresses
0
1237
2475
1" = 1237ft
THINK
GIS

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
FRENCH RIDGE RD FROM SR 37 TO OLD SR 37 AND SCOTCH PINE RD FROM OLD SR 237 TO SILVERPOINT RD IN PERRY COUNTY, INDIANA
TO BE OPENED DEC. 7, 2026
_____ (Name of Bidder)

2. BID DEPOSIT

All sealed bids shall be received on or before 4:00 p.m. local time on Dec. 4, 2026 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 Dec 4, 2026 will be opened at 9:00 a.m. local time on Dec7, 2026 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 Dec 7, 2026. 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.

The Perry County Commissioners reserve the right to waive minor irregularities, defects, or informalities in any bid or proposal received. Such waiver shall not affect the amount of the bid, give any bidder an unfair advantage, or prejudice other bidders.

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 workdays 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 OF
FRENCH RIDGE RD FROM SR 37 TO OLD SR 37AND SCOTCH PINE RD FROM OLD SR 237TO SILVERPOINT RD

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 obligations 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 _____, 2026.

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 become operative by the terms thereof.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of _____, 2026.

Name_____ Name _____

Address_____ Address _____

By_____ By _____
Signature Title Signature Title

_____ _____
(Printed orTyped) (Printed or Typed)
Surety Principal

State of Indiana, County of _____, SS:
Personally appeared before me _____ as principal and _____ as surety and each acknowledged the execution of the above Bid Bond this day of _____, 2026.

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

My Commission Expires: By_____
(Signature) (Notary Public)

_____

County of Residence: _____
(Printed of Typed)

_____

SPECIAL PROVISIONS

BITUMINOUS SURFACING PROJECT ON
FRENCH RIDGE RD FROM SR 37 TO OLD SR 37 AND SCOTCH PINE RD FROM OLD SR 237 TO SILVERPOINT RD

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 with 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.

Work will only be allowed between sunrise and sunset as established by the U.S. Weather Bureau. Work will not be allowed on Saturdays, Sunday's 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:

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

Will be submitted upon award.

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____.

_____ By: _____
Printed Name of Contractor

_____ _____
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

NOTICE TO BIDDERS

BITUMINOUS SURFACING
OF
French Ridge Road from State Road 37 to Old State Road 37
And
Scotch Pine Road from Old State Road 237 to Silverpoint Road
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 Friday, December 4, 2026, 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, December 7, 2026.

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 November 5, 2026.

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 on this 30th day of October 2026.

Kristinia L. Hammack
Perry County Auditor

Advertising Dates: November 5, 2026, and November 19, 2026

PERRY COUNTY COMMISSIONERS

2219 PAYNE ST.
TELL CITY, IN 47586

PHONE: (812) 547-2758 FAX: (812) 547-9786

NON-COLLUSION AFFIRMATION

STATE OF INDIANA)
)SS:
PERRY COUNTY)

The undersigned offeror or agent duly swears, under penalties of perjury, 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 offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

_____
Offeror (Firm)

_____
Signature of Offeror or Agent

_____
Printed Name of Offeror or Agent

_____
Date

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TELL CITY, IN 47586

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FORM OF PROPOSAL

1. Date: _____
2. Governmental Unit: _____
3. Items(s) or project being bid: _____
4. Offeror (Firm): _____

   Address: _____

   City/State/Zip: _____

   Telephone Number: _____

   Fax Number: _____

   Agent or contract person: _____
5. Amount of Offer: _____

Pursuant to notices given, the undersigned offers to Perry County in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, price and total amount.

The contract will be awarded in accordance with specifications. Offeror promises that it has not offered nor received a less price that the price stated in its offer/proposal for the supplies included in its offer/proposal. Offer or further agrees that it will not withdraw its offer/proposal from the office in which it is filed. A certified check or bond shall be filed with each offer/proposal if required and liability for breach shall be enforceable upon evidence of financial responsibility

_____

Signature of Offeror or Agent

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?

_____

_____

_____

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

_____

_____

_____

_____

_____

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.)*

_____

_____

_____

_____

_____

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.

_____

_____

_____

_____

_____

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.

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.

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.

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 _____)
) 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 _____, _____.

_____
Notary Public

My Commission Expires:_____

County of Residence:_____

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

BID OF

_____
(Contractor)

_____
(Address)

_____

FOR

PUBLIC WORKS PROJECTS

OF

_____

_____

_____

Filed _____, _____

Action taken _____

_____

STATEMENT OF BIDDER'S QUALIFICATIONS

1. REQUIREMENTS

A. This statement of Bidder's Qualifications shall be completed and returned with the bid.

B. The Statement of Bidder's Qualifications shall be used to determine the bidder's ability to perform the work as specified in these bid documents and the accompanying permit conditions.

C. All questions shall be answered and the data given shall be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

D. The successful bidder shall have a minimum of 5 years of experience in heavy highway paving, hauling, milling, and disposal of materials. The successful bidder shall also have experience in general grading, drainage, traffic control, utilities relocation, shoulders, striping, and common erosion control practices.

E. The bidder shall include resumes of key personnel to be used for the work and the reporting requirements. The bidder shall list the name of the laboratory proposed for use in the quality control work that may be required by the County.

F. The bidder shall list any other capabilities that may be useful in conducting the work.

11. STATEMENTS

A. Name of Bidder

B. Permanent main office address

C. If a corporation, where is it in incorporated?

D. Name of any affiliated business and the location of the bidder's proposed contact person and the names of the proposed personnel that would be conducting on-site inspections, emergency responses, surveying, utility locates, and quality control for this project.

E. Do you have background experience in working with potential utilities that could be encountered through the course of the work? Do you have the necessary equipment and trained personnel? Describe this experience.

F. Do you have a health and safety program to adequately educate and protect your personnel in working in a hazardous environment in accordance with the requirements specified in OSHA 29 CFR 1910.120(b)(4)? If not, briefly describe your health and safety program.

G. Certification of Health and Safety training, including the date of the most recent training for all personnel that would conduct the operations and maintenance for the field activities shall be submitted by the successful bidder prior to the start of field activities. Do all designated personnel meet current safety requirements?

H. Do you have experience in working with the proposed HMA proposed mixes? Do you have experience in hauling of these materials? Please list the name and location of the asphalt plant from where you are planning to haul your material. Is the plant an INDOT approved plant?

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she 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/She 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.

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 this ___ day of _____, _____

_____
(Name of Organization)

_____
(Title of Person Signing)

_____
(Signature)

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 me this _____ day of _____, _____.

_____
Notary Public Signature

My Commission Expires: _____