

**2019**  
**NOTICE OF RECEIVING BIDS**  
**FOR**  
**ASPHALT, ASPHALT EMULSIONS**  
**& REJUVENATING SEAL EMULSIONS**

Notice is hereby given that the Board of Daviess County Commissioners will receive sealed bids for paving various county roads and supplying asphalt, asphalt emulsions, and rejuvenating seal emulsions.

Bids will be accepted until 9:00 A.M., E.D.S.T., August 27, 2019, at the Daviess County Auditor's office, located at Daviess County Courthouse, 200 E Walnut Street, Washington, Indiana 47501. Bids will be opened, during the scheduled Commissioners Meeting, on August 27, 2019, in the commissioners room, Daviess County Courthouse, Washington, Indiana.

Complete detailed specifications are available at the Daviess County Highway Department office located at 5247E 100N, Montgomery, IN 47558.

Bidders shall submit the following required documentation:

#1 Unit price for the approximate quantities indicated on the detailed specifications. The contract shall be in force for a period of one year. The bidder will have the right to submit price escalation/de-escalation on the products for a year from the accepted date or base date. This information shall be submitted by the proper documentation.

#2 Form DC-BOP must be submitted, along with the non-collusion affidavit, and a certified check or bid bond equal to (10%) ten percent of the bid when bidding asphalt and asphalt emulsion materials.

#3 Form #96, with the non collusion affidavit, executed and notarized must be completed and submitted by all bidders along with a certified check or bid bond equal to (10%) ten percent of the bid, who are performing public works.

#4 A payment bond will be required by bidders performing public works to ensure payment of material supplied to the bidder. This bond is executed by the bidder to Daviess County in an amount equal to the contract price, and its surety cannot be released for one year after final settlement with bidder.

#5 Proof of the Contractor's Comprehensive Liability Insurance, Comprehensive Automobile Liability insurance, and Owner's and Contractor's Protective Liability insurance will be provided in the amounts and limits set in the detailed specifications for public works.

#6 All bids are to include an affidavit under IC 22-5-1.7 "E-Verify Program".

#7 The successful bidder, for public works, shall furnish a performance bond in an amount equal to (100%) one hundred percent of the contract price. The surety on the performance bond cannot be released for one year.

The bidder shall indemnify, defend, exculpate, and hold harmless Daviess County as outline in the "Responsibility for damage claims" section of the detailed specifications.

The County and it's subcontractors shall follow all state, federal and local requirements ("Regulations"), as a recipient of state, local and federal monies and specifically will abide by the non-discrimination provisions of IC 22-9-1-10 and the Civil Right Act of 1964.

The Daviess County Commissioners reserve the right to accept or reject any or all bids, and to waive any irregularities in bidding.

*Patricia K Ball*

\_\_\_\_\_  
Patty Ball, Daviess County Auditor

## 2019 SPECIFICATIONS FOR ASPHALT and EMULSIONS

Bidders Name: \_\_\_\_\_

Bidders are to submit prices for furnishing asphalt emulsions for a period of one year from the accepted date of bid. The materials being bid shall meet the latest specifications of the Indiana State Highway Standard Specifications .

Prices below shall be delivered to Daviess County Highway Department or various locations within Daviess County in minimum tanker loads of 4500 gallons:

AE90S-150,000 gal. +/-	\$ _____ gal.
AEP prime	\$ _____ gal.
AEPL prime	\$ _____ gal.
AET tack-5,000 gal. +/-	\$ _____ gal.
SS-1H	\$ _____ gal.
AE150	\$ _____ gal.
AE90	\$ _____ gal.
AEF	\$ _____ gal.
PG Binder - Grade 64-22	\$ _____ ton
PG Binder - Grade 76-22	\$ _____ ton

Prices below are F.O.B. at Plant:

AE90S-120,000 gal. +/-	\$ _____ gal.
AEP prime	\$ _____ gal.
AEPL prime	\$ _____ gal.
AET tack-5,000 gal. +/-	\$ _____ gal.
SS-1H	\$ _____ gal.
AE150	\$ _____ gal.
AE90	\$ _____ gal.
AEF	\$ _____ gal.

# 2019 SPECIFICATIONS FOR FURNISHING & APPLICATION OF HOT ASPHALTIC CONCRETE & OTHER BITUMINOUS PRODUCTS

Bidders Name: \_\_\_\_\_

Bidders are asked to submit prices for furnishing all supplies, labor, materials, equipment, and performing the work in accordance with the current edition of the Indiana State Highway Standard Specifications. Bidders are asked to bid price per ton for Hot Asphaltic Concrete in place and also F.O.B. Include the following bituminous materials at a price per gallon in place. Apply AET liquid asphalt tack at .06/gal./s.y. and AEP prime oil at rates specified by the County Highway Supervisor. Traffic control, signs, barricades, and flag persons shall be the responsibility of the bidder. Traffic control shall conform to the latest volume of the Indiana MUTCD. Prices are effective for one year from the accepted date of bid.

Skip paving (125 tons or less at each location)	#9 surface (12.5 mm)	\$ _____/ton
Skip paving (125 tons or less at each location)	#5 base (25 mm)	\$ _____/ton
Overlays (126 tons to 175 tons at each location)	#9 surface (12.5 mm)	\$ _____/ton
Widening, 1 ft-4 ft (125-250 tons @ each location)	#5 base (25 mm)	\$ _____/ton
Mainline paving	#9 surface (12.5 mm)	\$ _____/ton
Mainline paving	#5 base (25 mm)	\$ _____/ton
Mainline paving (may substitute for #9 surface)	#11 surface (9.5 mm)	\$ _____/ton
Mainline paving (may substitute for #9 surface)	#8 binder (19 mm)	\$ _____/ton
Mainline paving (may substitute for #9 surface)	#9 binder (12.5 mm)	\$ _____/ton
Mainline paving (may substitute for #11 surface)	#11 binder (9.5 mm)	\$ _____/ton
AET (in place)	05 gal/s.y.	\$ _____/gal.
AEP prime (in place)	50 gal/s.y.	\$ _____/gal.
AEPL prime (in place)	50 gal/s.y.	\$ _____/gal.
Hot Asphaltic Concrete (F.O.B)	#5 base (25 mm)	\$ _____/ton
Hot Asphaltic Concrete (F.O.B)	#9 surface (12.5 mm)	\$ _____/ton
Hot Asphaltic Concrete (F.O.B.)	#11 surface (9.5 mm)	\$ _____/ton
Hot Asphaltic Concrete (F.O.B.)	#8 binder (19 mm)	\$ _____/ton
Hot Asphaltic Concrete (F.O.B.)	#9 binder (12.5 mm)	\$ _____/ton
Hot Asphaltic Concrete (F.O.B.)	#11 binder (9.5 mm)	\$ _____/ton



**The bid packets are to include the following contract documents:**

**Emulsions:**

- 1. Notice To Bidders**
- 2. Detailed Specifications**
- 3. Form DC-BOP**
- 4. Non-Collusion Affidavit**
- 5. E-Verify Affidavit**

**Asphalt In Place or FOB:**

- 1. Notice To Bidders**
- 2. Detailed Specifications**
- 3. Form #96**
- 4. E-Verify Affidavit**
- 5. Bidders Insurance Requirements**

**Rejuvenating Seal Emulsions In Place:**

- 1. Notice To Bidders**
- 2. Detailed Specifications**
- 3. Form #96**
- 4. E-Verify Affidavit**
- 5. Bidders Insurance Requirements**

**NON-COLLUSION AFFIDAVIT**

**STATE OF INDIANA )**

**SS:**

**DAVISS COUNTY )**

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 induce 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.

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

\_\_\_\_\_  
**Address**  
\_\_\_\_\_

\_\_\_\_\_  
**Signature of Bidder or Agent**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
**Notary Signature**

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

\_\_\_\_\_  
**Notary Printed**

\_\_\_\_\_  
**My Commission Expires**

# DAVISS COUNTY HIGHWAY DEPARTMENT

## BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

*Please type or print the following information:*

Date: \_\_\_\_\_

Bidder (firm): \_\_\_\_\_

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

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

Telephone No: \_\_\_\_\_

Class or Item No: \_\_\_\_\_ Description: \_\_\_\_\_

Class or Item No: \_\_\_\_\_ Description: \_\_\_\_\_

Class or Item No: \_\_\_\_\_ Description: \_\_\_\_\_

Class or Item No: \_\_\_\_\_ Description: \_\_\_\_\_

Class or Item No: \_\_\_\_\_ Description: \_\_\_\_\_

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

*The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.*

\_\_\_\_\_  
*Signature of Bidder, Agent, or Owner of Company*

\_\_\_\_\_  
*Print Name of Bidder, Agent, or Owner of Company*

## **E-VERIFY PROGRAM**

### **Under Indiana code (i.c.22-5-1.7)**

Daviess County requires contractors or subcontractors who perform work for Daviess County to enroll and verify the work eligibility status of all newly hired employees for their entity.

The undersigned being duly sworn upon (his, her) oath, now says that I,

\_\_\_\_\_, holding the position of  
(Name)

\_\_\_\_\_, with \_\_\_\_\_,  
(Title) (Business)

Do hereby state that the business entity does not knowingly employ unauthorized aliens and participates in the E-verify Program when it hires new employees to confirm their work eligibility.

I swear or affirm, under the penalties for perjury, that the foregoing statements are true.

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Title of Affiant)

\_\_\_\_\_  
(Business Entity)



# **BIDDERS INSURANCE REQUIREMENTS**

## **Contractors Comprehensive General Liability**

With respect to all operations performed and for the duration of the contract, the Contractor shall carry Contractors Comprehensive General Liability Insurance. The certificate of insurance shall include the statement that the policy provides the minimum insurance coverages of the policy identified as form CG 0001 11 88, copyright 1982, 1988 by the Insurance Services Office, Inc. and filed with the Indiana Department of Insurance effective January, 1986. The limits of coverage shall be in the following amounts:

1. A limit of not less than \$600,000 for all damages arising out of bodily injury or property damages in any one occurrence with an aggregate limit for the contract of not less than \$2,000,000 for the policy period; or
2. A limit of not less than \$500,000 for all damages arising out of bodily injury in any one occurrence, and a limit of not less than \$100,000 for all damages arising out of property damage in any one occurrence with an aggregate limit for the contract of \$300,000 during the policy period.

## **Comprehensive Automobile Liability**

The Contractor shall carry Comprehensive Automobile Liability Insurance for the duration of the contract. Such insurance shall provide the minimum coverages as filed with the Indiana Department of Insurance by the Insurance Services Office and shall include coverage for all owned, non-owned, and hired vehicles. The limits of coverage shall be in the following amounts:

1. A limit of not less than \$600,000 for all damages arising out of bodily injury or property damage in one occurrence with an aggregate limit of not less than \$2,000,000 or
2. A limit of not less than \$500,000 for all damages arising out of bodily injury for each person and a limit of not less than \$500,000 for all damages arising out of bodily injury in any one occurrence, and a limit of not less than \$100,000 for all damages arising out of property damage in one occurrence.

## **Owners and Contractors Protective Liability Insurance Coverage for Operations of Designated Contractor**

The Contractor shall, prior to commencing work, furnish the Daviess County a policy providing Owners and Contractors Protective Liability Insurance Coverage for Operations of Designated Contractor. Daviess County may accept an insurance binder, temporarily, pending receipt of the policy. The insurer shall be a company holding a certificate of authority issued by the Indiana State Insurance Commissioner to do business in the State and be of sound financial condition. The named insured shall be The Board of Daviess County Commissioners, Daviess County Courthouse, Washington, Indiana 47501.

1. A limit of not less than \$1,000,000 for all damages arising out of bodily injury or death in one occurrence, and for all damages arising out of injury to or destruction of property in any one occurrence. Subject to the limit per occurrence, an aggregate limit for the contract of not less than \$3,000,000 shall be provided, during the policy period, or
2. A limit of not less than \$1,000,000 for all damages arising out of bodily injury or death in one occurrence, and a limit of not less than \$100,000 for all damages arising out of injury to or destruction of property in one occurrence, and subject to that limit per occurrence, an aggregate limit of not less than \$300,000 for all damages arising out of injury to or destruction of property, during the policy period.

In addition to the limits specified herein, the policy and the binder shall also include the endorsements to the Owners and Contractors Protective Liability Insurance as follows:

1. Wherever used in this policy, the term named insured shall include the Board of Daviess County Commissioners, its officers, and employees. If so specified in the contract, the term named insured shall also include a local governmental agency, its officers, and employees.
2. Wherever used in the policy, the term general supervision shall include on-site inspection, field engineering, field testing, and activities incidental thereto.
3. Exclusion (a) is amended to read as follows:  
To bodily injury or property damage occurring after all work on the project to be performed by or on behalf of the County at the site of the covered operation has been completed, and the Contractor designated herein has been relieved of further maintenance, as set out in the final acceptance letter of the Board of Daviess County Commissioners.
4. Notwithstanding other terms or conditions, this policy provides the minimum insurance coverages as filed with the Indiana Department of Insurance by the Insurance Services Office effective January, 1986, with the endorsements and amendments specified by 103.04 (e) of the Indiana Department of Transportation Standard Specifications. The policy is identified as form CG 00 09 11 88 and has a 1984, 1988 copyright by the Insurance Services Office, Inc.

### **Basis of Payment**

No direct payment will be made for insurance. The cost thereof shall be included in the cost of the pay items.

### **Responsibility for Damage Claims**

The Contractor shall indemnify, defend, exculpate, and hold harmless the Board of Daviess County Commissioners, its officials and employees from all liability due to loss, damage, injuries, or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration, or removal of any equipment or materials, whether due in whole or in part to the negligent acts or omissions; (a) of the County, its officials, agents, or employees (b) of the Contractor, its agents or employees, or other persons engaged in the performance of the contract (c) the joint negligence of any of them, including any claim arising out of the Workers Compensation law or any other law, ordinance, order, or decree.

The Contractor also agrees to pay all reasonable expenses and attorney fees incurred by or imposed on the County in connection herewith in the event that the Contractor shall default under the provisions of this section. As much of the money due the Contractor under and by virtue of its contract as the County may consider necessary for such purpose may be retained for the use of the County. If no money is due, the Contractor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County. Money due will not be withheld when the Contractor produces satisfactory evidence that it is protected adequately by public liability and property damage insurance. The obligation of the contractor under this section and 107.01 shall not extend to the indemnification or exculpation against claims arising out of the preparation or approval of plans, specifications, or special provisions unless furnished by the Contractor.

It is specifically agreed between the parties executing the contract that it is not intended by the provisions of any part of the contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.



# 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 \_\_\_\_\_ )  
                                          ) 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 \_\_\_\_\_