

**NOTICE OF RECEIVING  
ANNUAL BIDS FOR  
2020**

Notice is hereby given that the Board of Daviess County Commissioners will receive sealed bids for the Daviess County Highway Department for the following supplies, materials, and work for the maintenance of equipment, roads, and bridges for the year 2020:

- Item #1. Lubricating Oil, Grease, Anti-Freeze
- Item #2. Culvert Types & Other Drainage Structures
- Item #3. Concrete & Masonry Products
- Item #4. Flowable Fill
- Item #5. Sand & Gravel
- Item #6. Crushed Stone
- Item #7. Precast Reinforced Concrete Box Sections
- Item #8. Bridge & Engineering Pkg
- Item #9. Tiling Various County Roads

Detailed specifications and bid forms for the above items are on file, at the Daviess County Highway Department, 5247E 100N, Montgomery, Indiana.

All bids are to include a bid bond or cashier's check equal to ten percent (10%) of the bid, a non-collusion affidavit, and a "Bid offer or proposal form" #DC-BOP.

Item #9 requires form #96; "Contractor's Bid For Public Work", to be completed and a payment bond to Daviess County in an amount equal to the contract. Also the contractor shall provide "Bidders Insurance Requirements" for Item #9.

The successful bidder is required to furnish a performance bond for the amount of the contract. The Board of Daviess County Commissioners reserves the right to accept or reject any or all bids and waive informalities in bidding.

Daviess County and its sub-contractors 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 rights act of 1964.

Bids are to be submitted by 9:00 AM, EST, on October 22, 2019, at the Daviess County Auditor's Office, 200 East Walnut Street, Washington, Indiana 47501

*Patricia K Ball*

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Patty Ball, Auditor  
Daviess County, Indiana

**LUBRICATING OIL, GREASE, ANTI-FREEZE**

5w/20 (synthetic-SN*)	_____ Qts	_____ Per Case
15w/40-CJ4 Diesel Specific **	bulk	_____ Per Gal
5w/20 (synthetic)	_____ Qts	_____ Per Case
5w/20 (synthetic blend)	_____ Qts	_____ Per Case
5w/30 (synthetic blend)	_____ Qts	_____ Per Case
30w SAE-SG/CD-2 -T04 specs**	bulk	_____ Per Gal
Dexron III	drums	_____ Per Gal
Hydraulic-ISO 32	bulk	_____ Per Gal
Transmission Hydraulic-T04 specs***	bulk	_____ Per Gal
50w SAE-Arvin/Merator 0-81 (synthetic)	5 gal bucket	_____ Per Gal
Anti-Freeze-mix w/anything	drums	_____ Per Gal
85/w SAE140-GL-5	drums	_____ Per Lb
85/140 (synthetic)	5 gal bucket	_____ Per Lb
Multi-Purpose Grease	5 gal bucket	_____ Per Lb
10w Hydraulic -TO4 specs	drums	_____ Per Gal
80w/90	5 gal bucket	_____ Per Gal
50w SAE	5 gal bucket	_____ Per Gal
ATF-TES295-Allison specs (synthetic)	drums	_____ Per Gal
5w/30 (synthetic)	_____ Qts	_____ Per Case

Bidders to submit bid in same sequence as this form and bid prices will be in quantity specified. No drum charges will be allowed and empty drums shall become property of the Highway Department.

Bid prices are for the year 2020 and no change in price will be allowed after the bids have been accepted. The Daviess County Commissioners reserve the right to reject any and all bids.

\*gas engines/\*\*diesel specific latest Caterpillar specs/\*\*\*transmission hydraulic oil latest John Deere & J.I. Case specs

**CULVERTS & OTHER DRAINAGE STRUCTURES**

Daviess County will receive bids on the following types of culverts; corrugated steel and aluminum pipe, concrete pipe, polyethylene pipe, railroad tank culverts, and other drainage structures.

All corrugated steel and aluminum pipe must be available in forty foot non-banded lengths. All metal, concrete, and polyethylene pipe shall conform to the latest Indiana Department of Transportation Specifications and supplements thereto.

All pipe ordered in lengths of thirty foot or less shall have rerolled ends, at no additional cost, unless otherwise specified.

Pipe to be delivered to any point in Daviess County, on order of the County Highway Department. All pipes included in the bid must be delivered within thirty days from the date of the order.

Bids shall include all sizes of corrugated metal pipe, aluminum box culverts, sectional plate arches, pipe arches, structural plate pipe arches and connecting bands.

Bidders shall bid prices on polymer coated "trench coat", aluminized type II and HDPE smooth interior pipe. Bidders shall give prices on 2-2/3"x 1/2", 3" x 1", and 5" x 1" corrugations.

All bids are firm. Prices are for the year 2020 and no change in prices will be allowed after bids have been accepted.

The Daviess county Commissioners reserve the right to reject any or all bids.

**CONCRETE AND MASONRY PRODUCTS**

Concrete and masonry products, for use in Daviess County's bridge construction, erosion control, etc. Concrete shall conform to the latest Indiana Department of Transportation Specifications. Concrete shall be for above and below ground applications and be referred to as Class A or Class B. Concrete shall consist of portland cements as part of it's composition, as regulated by the latest INDOT Standard Specifications. Slump and strength may also vary by order of the Daviess County Highway Supervisor, for different and specific uses.

<u>Class A Concrete:</u>		
6 bag mix	564 lb 4000 PSI	\$ _____ c.y.
5 1/2 bag mix	517 lb 3500 PSI	\$ _____ c.y.
<u>Class B Concrete:</u>		
5 bag mix	470 lb 3000 PSI	\$ _____ c.y.
<u>Grout:</u>		
8 bag mix	752 lb w/2800 lb max sand content	\$ _____ c.y.
<u>Ad Mixtures</u>		
Calcium Chloride	1%	\$ _____ c.y.
	2%	\$ _____ c.y.
High Early	1%	\$ _____ c.y.
	2%	\$ _____ c.y.
Delivery Charge	less than 3 cu yd	\$ _____

All bids are firm. Prices are for the year 2020 and no change in price will be allowed after bids have been accepted. The Daviess County Commissioners reserve the right to reject any or all bids.

**FLOWABLE FILL**

Flowable fill, for use in Daviess County's bridge construction, erosion control, filling trenches for culverts, utility cuts and other work.

Flowable fill shall consist of portland cement as part of it's composition, as regulated by the latest INDOT Standard Specifications.

Quantities are in pounds; water in gallons:

<u>Type</u>	<u>Cement</u>	<u>Sand</u>	<u>Water</u>	<u>Price Per Cu Yd</u>
INDOT	60	3100	70	\$ _____
Delivery Charge (Less than 3 cubic yards)				\$ _____

All bids are firm. Prices are for the year 2020 and no change in price will be allowed after bids have been accepted. The Daviess County Commissioners reserve the right to reject any or all bids.

**SAND AND GRAVEL**

All sand and gravel shall comply with current specifications of Indiana Department of Transportation for each size required.

**At Plant Sand and Gravel and Picked up at Quarry Sand and Gravel shall be quoted on the following:**

At plant sand and gravel shall be loaded into County Highway trucks from stockpiles maintained by the bidder.

At quarry sand and gravel shall be loaded into County Highway Trucks from stockpiles maintained by bidder at rock quarry.

At plant and picked up at quarry sand and gravel bids are firm for 2020, and no change in price will be allowed after bids have been accepted.

**Delivered and Stockpiled or Delivered and Spread Sand and Gravel:**

The freight rate shall be bid as a price per ton, from the plant or quarry delivered and stockpiled at Montgomery, Indiana or at the Salt Building in Washington, Indiana, or to townships in Daviess County.

The freight rate shall be based on the U.S. average cost for fuel per gallon based on the price published in "eia.gov" on September 30, 2019, and this price will be the "base price".

The freight rate will be reviewed on the last Monday of each month and increased or decreased 2% (two percent) for each \$.10 (ten cents) per gallon increase or decrease over the "base price".

The freight rate will remain in effect for each order, from the date of order until completion.

All bidders are required to complete and submit the specified sand and gravel form as a part of bid. Any deviation from procedure may cause your bid to be rejected.

The Daviess County Commissioners reserve the right to reject any and all bids.

**CRUSHED STONE**

All crushed stone shall comply with current specifications of Indiana Department of Transportation.

**At Plant Stone and Stone Picked up at Quarry shall be quoted on the following:**

At plant stone shall be into County Highway trucks from stockpiles maintained by the bidder.

At quarry stone shall be into County Highway trucks from stockpiles maintained by bidder at rock quarry.

At plant and picked up at Quarry prices are firm for the year 2020 and no change in price will be allowed after the bids have been accepted.

**Delivered Stone and Delivered and Spread Stone shall be quoted on the following:**

The freight rate shall be bid as a price per ton, from the plant or quarry delivered and stockpiled at Montgomery, Indiana or at the Salt Building in Washington, Indiana, or to townships in Daviess County.

The freight rate shall be bid as a price per ton, from the plant or quarry.

The freight rate shall be based on the U.S. average cost for fuel per gallon based on the price published in "eia.gov" on September 30, 2019, and this price will be the "base price".

The freight rate will be reviewed on the last Monday of each month and increased or decreased 2% (two percent) for each \$.10 (ten cents) per gallon increase or decrease over the "base price".

The freight rate will remain in effect for each order, from the date of order until completion.

All bidders are required to complete and submit the forms for commercial and/or INDOT stone, as a part of bid. Any deviation in this procedure may cause your bid to be rejected.

The Daviess County Commissioners reserve the right to reject any and all bids.

**2020**  
**COMMERCIAL SAND & GRAVEL**  
**FORM**

*Bidders Name:*

\_\_\_\_\_

TYPE	AT PLANT	PICK UP @ QUARRY
#23 Washed Sand	\$ _____	\$ _____
Fill Sand	\$ _____	\$ _____
Gravel (boulder size)	\$ _____	\$ _____
Oversize Gravel (max 2 1/2")	\$ _____	\$ _____
Road Gravel (3/8"-1 1/2")	\$ _____	\$ _____
Pea Gravel (#11 or #12)	\$ _____	\$ _____
Gravel (L type)	\$ _____	\$ _____



**2020  
COMMERCIAL STONE  
FORM**

*Bidders Name:*

\_\_\_\_\_

TYPE	AT PLANT	PICK UP @ QUARRY
#2	\$ _____	\$ _____
#4	\$ _____	\$ _____
#5	\$ _____	\$ _____
#7	\$ _____	\$ _____
#8	\$ _____	\$ _____
#9	\$ _____	\$ _____
#9 (washed)	\$ _____	\$ _____
#11	\$ _____	\$ _____
#11 (washed)	\$ _____	\$ _____
#53	\$ _____	\$ _____
#73	\$ _____	\$ _____
Rip Rap	\$ _____	\$ _____

**2020  
INDOT STONE  
FORM**

*Bidders Name:*

\_\_\_\_\_

<b>TYPE</b>	<b>AT PLANT</b>	<b>PICK UP @ QUARRY</b>
#2	\$ _____	\$ _____
#4	\$ _____	\$ _____
#5	\$ _____	\$ _____
#7	\$ _____	\$ _____
#8	\$ _____	\$ _____
#9	\$ _____	\$ _____
#9 (washed)	\$ _____	\$ _____
#11	\$ _____	\$ _____
#11 (washed)	\$ _____	\$ _____
#12	\$ _____	\$ _____
#53	\$ _____	\$ _____
#73	\$ _____	\$ _____
Rip Rap	\$ _____	\$ _____
Manufactured Sand	\$ _____	\$ _____

**2020  
FREIGHT RATE  
FOR  
DELIVERED & SPREAD & STOCKPILED TO TOWNSHIPS**

*Bidders Name:*

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TOWNSHIP	FREIGHT RATE Delivered & Spread (Price per Ton)	FREIGHT RATE Delivered to Stockpile (Price per Ton)
Elmore	\$ _____	\$ _____
Madison	\$ _____	\$ _____
Steele	\$ _____	\$ _____
Bogard	\$ _____	\$ _____
Van Buren	\$ _____	\$ _____
Washington	\$ _____	\$ _____
Barr	\$ _____	\$ _____
Veale	\$ _____	\$ _____
Harrison	\$ _____	\$ _____
Reeve	\$ _____	\$ _____
5247E 100N-Montgomery	N/A	\$ _____
400W Walnut-Washington	N/A	\$ _____



**BRIDGE & ENGINEERING PKG**

<u>Width</u>	<u>Span</u>		
24'	20'	\$ _____	Per Lin Ft
24'	25'	\$ _____	Per Lin Ft
24'	30'	\$ _____	Per Lin Ft
24'	35'	\$ _____	Per Lin Ft
24'	40'	\$ _____	Per Lin Ft
24'	45'	\$ _____	Per Lin Ft
24'	50'	\$ _____	Per Lin Ft
24'	55'	\$ _____	Per Lin Ft
24'	60'	\$ _____	Per Lin Ft
24'	65'	\$ _____	Per Lin Ft
24'	70'	\$ _____	Per Lin Ft
 Metal Grid Deck 4"		\$ _____	Per Sq Ft
 Guard Rail:			
Post		\$ _____	Ea
Rail W		\$ _____	Ea
Rail Thrie		\$ _____	Ea
Ends W		\$ _____	Ea
Ends Thrie		\$ _____	Ea

**Note:**

Grid deck and I beam steel are to be A588 weathering steel. And all guardrail and components are to be galvanized steel.

All bids are firm. Prices are for the year 2020 and no change in price will be allowed after bids have been accepted. The Daviess County Commissioners reserve the right to reject any or all bids.

All materials and design shall meet or exceed HL93 loading.

**TILING VARIOUS COUNTY ROADS**

Installation of 6" tile at 3' average depth +/- 25,000 L.F  
Includes trenching and grade control

\$ \_\_\_\_\_ Price per LF

Location of various utility lines:

Excavation

\$ \_\_\_\_\_ Price per Hr

Hand Digging

\$ \_\_\_\_\_ Price per Hr

6" Single Wall Heavy Duty  
Knife cut Tile (ADS HDPE or equal)

\$ \_\_\_\_\_ Price per LF

6" Internal Couplers

\$ \_\_\_\_\_ Price Ea

6" External Couplers

\$ \_\_\_\_\_ Price Ea

6" SDR 35 PVC Outlets

\$ \_\_\_\_\_ Price Ea

6" Animal Guard

\$ \_\_\_\_\_ Price Ea

Backfill of trench and dirt removal will be done by others.

All bids are firm. Prices are for the year 2020 and no change in price will be allowed after bids have been accepted.  
The Daviess County Commissioners reserve the right to reject any or all bids.

**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**

**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)



**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*

only #8



# 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.



BID OF

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

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

FOR

PUBLIC WORKS PROJECTS

OF

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Filed \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

## **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.