

2021-2
NOTICE OF RECEIVING BIDS
FOR
ASPHALT IN PLACE

Notice is hereby given that the Board of Daviess County Commissioners will receive sealed bids for paving various county roads.

Bids will be accepted until 8:30 A.M., E.D.S.T., December, 28, 2021, at the Daviess County Auditors Office, located at 300 E.Hefron St., Washington, Indiana 47501. Bids will be opened, during the scheduled Commissioners Meeting, on December 28, 2021, in the Commissioners room, Daviess County Government Center, Washington, Indiana. Bid opening will also be streamed live via Daviess County's Youtube channel. See the link to view online at daviess.org.

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

Bidders shall submit the following required documentation:

- #1 Unit price for the quantities indicated on the detailed specifications. The contract shall be in force for a period of one year. The bidder will not have the right to submit price escalation/de-escalation on the products bid.
- #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.
- #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.
- #4 A payment bond will be required by bidders 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 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.



Patty Ball, Daviess County Auditor

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

BID OF

(Contractor)

(Address)

FOR
PUBLIC WORKS PROJECTS
OF

Filed _____

Action taken _____



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): Daviess County Highway Department

2. County : Daviess

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

- 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

- 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 _____)
COUNTY OF _____) ss

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

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

Notary Public

My Commission Expires: _____

County of Residence: _____

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 Contractor's 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:
 - (a) 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's 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.

Project Scope 2021-2

The S Glendale Road project begins at State Route 257 S and runs Easterly to S 1300 E at the Martin County Line. This project will provide milling and a structural asphalt overlay to the existing variable width road. The road will include 2-1 foot stone shoulders for added safety. The project will also include centerline striping of the roadway for enhanced safety. Center line construction joint will utilize joint sealant in order to extend pavement life. HMA surface will be placed in two passes leaving a single centerline joint. 50' public road approaches will be paved as noted in quantity sheets with the exception of S 600E. There are 3 bridges in this project area that will require milling to expose a clean concrete deck. A waterproofing membrane will then be placed by Daviess County forces before the contractor resurfaces the area. This operation will require coordination between the Highway Supervisor and the contractor. All work shall be completed in the spring/ summer of 2022.

MATERIAL IN PLACE Glendale/ Alfordsville Road Project

Specs:

1. INDOT year 2020 specification, Mix Designs shall be used. Surface mix shall be 9.5 MM INDOT section 402 type B with 6.2% minimum 64-22 PG binder content. Intermediate or Base mix shall be INDOT 402 type A with 4.9% 64-22 PG binder content. Binder content shall not vary up or down more than 0.4%. Maximum binder replacement with RAP: Surface – 15%, Intermediate/**Base – 25%**. No RAS shall be allowed. All INDOT section 402 specs shall be followed unless specifically cited in this document or approved by the Daviess County highway supervisor.
2. Mix design formula shall be prepared by an INDOT approved mix design lab and provided to Daviess County two week prior to paving.
3. All stone within the Asphalt mixture shall come from a CAPP certified aggregate producer.
4. A Type D certification shall be supplied by Contractor and shall list test results for air voids and binder content for material supplied to the project. A Type D certification shall be submitted to inspector each day asphalt material is received. One type D certification will be required for each 600 tons produced. (This is not required if producing less than 200 ton for the day.)
5. Pavement placed >1-1/2" thick shall require lanes to be caught up at the end of each day.
6. Contractor shall allow for up to 1 week in between paving and unpaved shoulder work for county to make adjustments to the stone shoulder.
7. Existing driveways will require smooth transitions.
8. Traffic control, signs, barricades, and flag persons shall be the responsibility of the bidder and shall conform to the latest edition of the Indiana MUTCD.
9. Tack coat shall be applied uniformly across entire width of pavement to be overlaid and at a rate of 0.08 Gallon per Square Yard minimum.
10. For grant accounting purpose's these CCMG projects shall be tracked and billed according to the bid documents. (see attached)
11. All milled or excavated material shall be hauled to the Daviess County Highway Department unless otherwise approved by the Daviess County Highway Supervisor.
12. All Contractors shall be on the current INDOT Approved Contractor List.

Asphalt price indexing will not be permitted for these projects. All bid pricing for these project shall be firm. 12/27/2021.

The bid packets are to include the following contract documents:

2021-2 Asphalt In Place:

- 1. Notice To Bidders***
- 2. Form #96***
- 3. E-Verify Affidavit***
- 4. Bidders Insurance Requirements***
- 5. Detailed Project Scope***
- 6. Bid Bond***

21 Total Pages (including this sheet)