

Board of Commissioners of Johnson County, Indiana

THIS FORM MUST BE ON THE TOP OF YOUR SUBMITTED BID, SUCH THAT IT IS READILY ACCESSIBLE FOR VIEWING AND READING IN THE COMMISSIONERS' PUBLIC MEETING.

BID SUMMARY FORM

DEPARTMENT: Johnson County Highway Department

BID DATE: December 15, 2025 at 10:00am

BID ITEM: Liquid Asphalt for 2026 Calendar Year

The undersigned Bidder proposes to provide all materials necessary for complete of the product bid according to the General and/or Special Conditions and Specifications included in the bid documents for the following sum(s):

BIDDER'S NAME: _____

BID AMOUNT: _____

BID TYPE (Check all that apply):

- ☐ Full Bid (Pricing provided for all supplies listed on Itemized Bid Form)
- ☐ Partial Bid (Pricing provided only for some supplies listed on Itemized Bid Form)*
- *Johnson County may award individual items at its sole discretion
- ☐ Unit pricing also provided for additional materials not listed on Itemized Bid Form

LIQUID ASPHALT

ANNUAL MATERIAL BID

FOR CALENDAR YEAR 2026



JOHNSON COUNTY, INDIANA

LEGAL ADVERTISEMENT
NOTICE TO BIDDERS

Notice is hereby given that Johnson County, Indiana, acting by and through its Board of Commissioners, will receive sealed bids at the Office of the Auditor in the Johnson County Courthouse Annex, Franklin, Indiana, until the hour of 10:00 a.m., local time, on December 15, 2025, for Aggregate, Concrete, FOB Hot Mix Asphalt, and Liquid Asphalt for the 2026 calendar year.

Specifications, Instructions to Bidders, and Bid Forms may be obtained in hard-copy format at the office of the Johnson County Highway Department, 1051 Hospital Road, Franklin, Indiana between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, or in electronic format from the Johnson County Highway Department website (jchighway.com/bid-opportunities).

A 5% bid bond or certified check in the amount of the bid shall be required with each bid and shall be made payable to the Johnson County Board of Commissioners. Letters of Credit are not acceptable. Each Category may be awarded separately.

The Board of Commissioners reserves the right to reject any or all bids and the right to waive any or all irregularities in any or all bids.

Lucas Mastin
Johnson County Highway Supervisor

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

Exhibit "A"

1. **All Bids shall be submitted in writing using the State Board of Accounts Form #96.** A copy of the proper form is attached herewith. Part II, Sections I, II, and III are for public works projects and do not apply to this material bid. Part I and Part II, Sections IV and V shall be completed.
2. Bidders shall comply with these GENERAL CONDITIONS and the Special Conditions as stated below in the SPECIAL CONDITIONS AND SPECIFICATIONS. Individual items and estimated quantities are on the Itemized Bid Form.
3. Bids may be submitted for part or all of an individual Category. **Bids must be submitted on the Itemized Bid Form provided, within the spaces provided.** No information shall be added to the Itemized Bid Form outside of the designated spaces.
4. The outside of the sealed bid shall indicate that it is a **Johnson County Liquid Asphalt Bid.**
5. **A 5% Bid Bond or Certified Check shall be required with the Bid and shall be made payable to the Johnson County Board of Commissioners.** The amount of the required bid bond or certified check will be based on the anticipated expenditure for the portion of the bid that is submitted. Letters of Credit are not acceptable.
6. The Board of Commissioners reserves the right to accept or reject any and all bids, and also to accept the bid or bids which the Board of Commissioners deems to be in the best interest of Johnson County. Each category MAY be awarded separately.
7. Billing from and payment to successful Bidders will be made during the year in accordance with the respective Standard Payment Schedule for each governmental agency.
8. **Bid Forms pertinent to cost of product may not be hand written. Bid forms are available electronically upon request.**
9. All quantities shown are estimates. The Board of Commissioners does not guarantee these quantities and reserves the right to increase or decrease these quantities significantly during the period of the contract. The bid prices provided by the selected bidder(s) will be effective for the duration of the contract, regardless of the actual quantities purchased.
10. Low bids will be determined by taking the unit price for each item times the estimated quantity for that item, and adding up the prices of all items. Where quantities are not listed, the Board of Commissioners reserves the right to evaluate the low bidder by using anticipated quantity purchases of the materials listed. Each Category or Sub-category may be awarded separately. Where the specified quantity of an item is "0" (zero), the Bidder shall provide a unit price for that item, but it will not be used in evaluating the low bid.

11. Base bids will be for items shown on the Itemized Bid Form which will be the basis for evaluation of bids, although the County reserves the right to and anticipates the purchase of other items. The Bidder may include prices for any other items he is able to furnish to the County Highway Department.
12. **All bids shall be submitted to the location specified in the Legal Advertisement by the date and time specified in the same.**
13. The "Bid Summary Form" provided in this bid packet shall be filled out and included as the **first page** of the bid packet submitted by each bidder.

NOTE ABOUT FUTURE MAILINGS

Johnson County annually updates its mailing list for the annual material bids. All bidders responding to this bid request with a bid will be retained on the mailing list for the subsequent year. If an interested party wishes to remain on the mailing list but is not bidding on any items in this bid request, please provide written notification to the Johnson County Highway Department at the following address with a request to remain on the mailing list:

Attn: Lucas M. Mastin, Supervisor
Johnson County Highway Department
1051 Hospital Road
Franklin, IN 46131

SPECIAL CONDITIONS AND SPECIFICATIONS

Exhibit "B"

All materials shall conform to the current edition of the Indiana Department of Transportation Standard Specifications and Supplemental Specifications.

Because of the possibility of using County trucks to obtain material, vendor location may be considered in the evaluation of the bids. The Bidder shall state in his bid the location of his plant(s) which will serve the Highway Department.

Bid term shall begin January 1, 2026 and continue through December 31, 2026, and pricing will remain fixed through the entire contract, regardless of actual quantities purchased. No allowance will be made during the contract for price increases.

The Bidder shall include all freight costs, delivery charges and fuel surcharges in the unit pricing of the materials bid. Johnson County will pay invoices for material only. No separate payment will be made for delivery charges, freight costs, or fuel surcharges.

Alternate bids will be reviewed and considered based upon their benefit to the County and their cost effectiveness in providing materials for quality solutions to proposed road improvements. These may include alternative mix designs, mass quantity haul rates, alternative depository locations, etcetera.

Johnson County utilizes a 2000-gallon distributor for placement of liquid asphalt emulsion. Jobsite delivery of materials will require the delivery truck to remain on-site until fully unloaded, and any costs associated with this shall be included in the fixed bid pricing provided by the bidder.

In the event of a full or partial load return to the supplier for reasons other than non-conformity with the material specifications or other fault of the supplier, the County's financial liability to the supplier shall be limited to a reasonable cost of material transport, at most, calculated based on the supplier's nearest terminal to the delivery location. No additional compensation will be provided to the supplier for the actual material delivered in this scenario.

Exhibit "C"

LIQUID ASPHALT BID FORM (Each Category <u>may</u> be awarded separately)				
Company Name:				
Delivery Plant Location:				
FOB Plant Location: (if different from delivery)				
Material	Estimated Quantity	Unit	Unit Price	Total Price
AE-NT FOB Vendor's Plant	10,000	Gallons		
AE-90 and/or RS-2 FOB Vendor's Plant	10,000	Gallons		
AE-90 and/or RS-2 Jobsite Delivery	20,000	Gallons		
AE-90S FOB Vendor's Plant	20,000	Gallons		
AE-90S Jobsite Delivery	150,000	Gallons		
AE-F FOB Vendor's Plant	20,000	Gallons		
AE-F Jobsite Delivery	50,000	Gallons		
Total Base Bid Amount:				

Optional: Unit pricing for additional materials bidder can provide not listed on the bid form (Not considered in calculation of Total Base Bid Amount)		
Material	Unit	Unit Price

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with Johnson County, Indiana ("the County") is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the County, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Contractor/Supplier: _____

By (Written Signature): _____

Printed Name: _____

Title: _____

Important: Notary Signature and Seal Required in the Space Below

STATE OF _____)
) ss:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20_____.

Signature

Printed Name

My Commission Expires: _____

Residing in _____ County, State of _____

SUPPLY PURCHASE AGREEMENT

This Agreement is made the (Date) day of (Month), 20(year) by and between (Supplier Name), (Supplier Full Address) ("Supplier") and Johnson County, Indiana, acting through its Board of Commissioners, and its successors and assigns, 86 West Court Street, Franklin, Indiana, 46131, ("County").

Witnesseth, that the Supplier and the County for the consideration named herein agree as follows:

Article 1 Scope of Agreement

The Supplier shall provide to the County any supplies for which prices were provided in accordance with the County's material bid/quote request for (Specific Supplies or Supply Category) pursuant to the General Conditions (Exhibit "A") and Special or Technical Provisions (Exhibit "B") provided in the material bid/quote request packet and incorporated as exhibits in this Agreement.

Article 2 Agreement Duration

Supplier agrees to honor the prices submitted by Supplier on the Itemized Bid/Quote Form from (Start Date) through (Stop Date).

Article 3 Cost of Supplies

The Supplier shall provide supplies to the County at the prices submitted by the Supplier on the Itemized Bid/Quote Form and/or Form 96 (Exhibit "C"). No unit price adjustments will be allowed within the Agreement duration.

Article 4 Actual Quantities Purchased

The supply quantities provided by the County as represented in Exhibit "C" are estimates of the anticipated quantities the County intends to purchase. Actual quantities purchased may vary and will be based on need through the duration of the Agreement. The unit price of supplies will not change within the Agreement duration regardless of the actual quantities purchased.

Article 5 Extension of Agreement

The County may, at the County's discretion and with written concurrence from the Supplier, extend the duration of this Agreement subject to the same conditions and pricing.

Article 6 Notice

All notices required to be given under this Contract will be made in writing and will be sent by certified or registered mail addressed to the parties, as follow:

County: Board of Commissioners of Johnson County
Johnson County West Annex
86 West Court St
Franklin, IN 46131

And copy to: County Attorney
Johnson County West Annex
86 West Court St
Franklin, IN 46131

And copy to: Lucas Mastin, Supervisor
Johnson County Highway Department
1051 Hospital Road
Franklin, IN 46131

Supplier: (Name of Person)
(Supplier Company)
(Street Address)
(City State ZIP)

Article 7 Entire Agreement; Amendment

This Contract contains and constitutes the entire agreement of the parties regarding the subject matter hereof, and there are no other agreements, written or oral, between the parties affecting the subject matter hereof. No amendment of this Contract shall be effective unless the same is made in writing and signed by the parties hereto.

Article 8 No Investment in Iran

As required by IC §5-22-16.5, the Supplier certifies that the Supplier is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14, including termination of this Contract and denial of future Johnson County contracts, as well as imposition of a civil penalty.

Article 9 E-Verify Program

The Supplier shall provide documentation to the County evidencing that the Supplier has enrolled in and is participating in the E-Verify program regarding eligibility status of all newly hired employees of the Supplier pursuant to IC §22-5-1.7. The Supplier is not required to verify the work eligibility status of all newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Further, the Supplier shall sign an affidavit affirming that it has

enrolled in and is participating in the E-Verify program and that the Supplier does not knowingly employ an unauthorized alien.

Article 10 Invoices; Payments

Upon delivery of the supplies, Supplier shall submit an invoice with a description and quantities of the specific supplies provided. The County will process the invoice for payment upon verification of project completion. Payment shall be remitted to Supplier within forty-five (45) days.

Article 10 Venue; Choice of Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Indiana, as well as all applicable federal, state, or local laws or regulations, which are herein incorporated by reference. The Parties agree that any action related to the Agreement shall be governed by the laws of the State of Indiana and brought in Johnson County, Indiana.

IN WITNESS WHEREOF, Supplier and County have executed this Contract effective on the date above:

(SUPPLIER)

**JOHNSON COUNTY BOARD OF
COMMISSIONERS**

Signature

Brian P. Baird, Chairman

Printed Name

Ronald H. West, Member

Title

Kevin M. Walls, Member

Attest: _____

Elizabeth A. Alvey
Johnson County Auditor