

**CONTRACT DOCUMENTS &
SPECIFICATIONS
FOR
2025 LOCAL MILL AND OVERLAY
PROJECT**



**BOARD OF COMMISSIONERS
Johnson County, Indiana**

Through the

The Johnson County Highway Department

CALENDAR YEAR 2025

JOHNSON COUNTY HIGHWAY DEPARTMENT
1051 HOSPITAL ROAD FRANKLIN, INDIANA 46131 (317) 346-4630

2025 LOCAL MILL AND OVERLAY PROJECT

JOHNSON COUNTY, INDIANA

CONTRACT DOCUMENTS AND SPECIFICATIONS

BID DATE: AUGUST 25, 2025 10:00AM

Board of Commissioners of
Johnson County, Indiana

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: AUGUST 25, 2025 at 10:00am

BID ITEM: 2025 Local Mill and Overlay Project

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: _____

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LEGAL ADVERTISEMENT

NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Johnson County, Indiana, in session at the Johnson County Courthouse Annex in Franklin, Indiana will receive sealed bids (to be filed in the Auditor's Office) for the 2025 Local Mill and Overlay Project until the hour of 10:00 A.M. local time on August 25, 2025. The work to be performed is described in the specifications.

All Bidders must be pre-qualified by the Indiana Department of Transportation.

Specifications, Instructions to Bidders and Bid Forms may be obtained at the office of the Johnson County Auditor, Courthouse Annex, 86 W. Court Street, Franklin, Indiana, 46131, between the hours of 8:00 A.M. and 4:30 P.M. Monday through Friday.

Bids shall be submitted on State Board of Accounts Form #96 along with a properly signed Affidavit of Non-Collusion. A 10% bid bond or certified check will be required with the bid and shall be made payable to the Johnson County Board of Commissioners. A performance bond equal to the contract price and a payment bond to insure the payment of subcontractors, material suppliers, contract laborers and persons furnishing services will be required upon award of contract.

No bid may be withdrawn after the scheduled time for opening bids without the written consent of the Board of County Commissioners for a period of 30 days. The Board reserves the right to reject any or all bids and to waive any or all irregularities in any or all bids.

Elizabeth A. Alvey
Johnson County Auditor

INSTRUCTIONS to BIDDERS

**For 2025 Local Mill and Overlay Project bid packet please email
Daniel Johnston djohnston@johnsoncounty.in.gov.**

(1) Sealed Bids will be received by the Board of County Commissioners of Johnson County, Indiana, (also referred to herein as "Owner" or "County") at the Office of the Johnson County Auditor until **10:00 A.M.** local time on **Monday August 25, 2025**. Bids will be publicly opened at 10:00 a.m. August 25, 2025 at the Commissioners' Meeting. Any bids received after the designated time will be returned unopened.

(2) Bids must be submitted in a sealed envelope identifying the enclosure as a sealed bid, marked with the name of the bidder, the name of the project being bid, and the date and time when bids are scheduled to be opened. **The sealed envelope containing the bid shall be addressed to and received by the Johnson County Auditor's Office, Court House Annex, 86 W. Court Street, Franklin, Indiana, 46131.**

Each bidder shall furnish with his proposal or bid the following:

- A. STATE BOARD OF ACCOUNTS FORM NO. 96 - Bids shall be submitted on State Board of Accounts Form No. 96, all parts of which must be properly filled out and executed by the bidder.

Bid amounts shall be submitted as follows:

BASE BID - Total bid price for the construction of items covered by the specifications for the bid.

ADD ALTERNATE - Total bid price for the construction of items covered by the specifications for the bid.

- B. ITEMIZED BID FORM - This form, included in the bid packet, shall be filled out and submitted with the proposal indicating the Bidder's unit prices per each line item. The unit price shall be the total unit price for the bid item including labor, equipment, and materials.
- C. PREQUALIFICATION STATEMENT - Each Bidder shall submit as part of its bid a current Certificate of Qualification issued by the Indiana Department of Transportation stating its qualifications to perform the work described within these bid documents as well as any Subcontractor's certification for work not eligible to be performed by the Prime Contractor.
- D. SUBCONTRACTOR'S INFORMATION FORM - Each bidder shall submit a completed Subcontractor's Information Form.
- E. SUPERINTENDENT SUBMITTAL FORM - Each bidder shall submit a completed Superintendent Submittal Form.

- F. 10% BID BOND, CASHIER'S CHECK OR CERTIFIED CHECK - Each bidder shall submit a 10% bid bond, cashier's check or certified check which shall be included with the proposal and shall be made payable to the Johnson County Board of Commissioners.

Cashier's or Certified Checks will be returned to unsuccessful bidders after a contract has been executed with the successful bidder or within thirty (30) days after opening bids. If the successful bidder does not enter into a contract and post a satisfactory performance bond with the County within ten (10) days from the time the bidder has been notified of the acceptance of its bid, its bond or check shall be forfeited to the County as liquidated damages for failure to do so.

The successful bidder will be required to execute a contract on a form provided by the Owner. The successful bidder will also be required to furnish satisfactory performance and payment bond described herein to the full amount of the contract price, to secure the fulfillment of the contract. Premiums for such bonds shall be paid by the Contractor.

- G. NON-COLLUSION AFFIDAVIT - The affidavit must be signed by the person, member of the firm, or authorized officer of the corporation making the proposal, and if made by a member of a firm or an officer of a corporation, the affidavit must be made on behalf of said firm or corporation.

(3) The bidder must submit its proposal on the forms furnished by the County. The blank spaces in the proposal forms must be filled in correctly. The bidder must state in numerals and, where requested, in words the price for which it proposes to do the work contemplated. It shall show the total lump sum price. All entries shall be typed or in ink, except the signature of the Bidder must be in ink.

The Bidder shall sign its proposal correctly. If the proposal is made by an individual, his/her name and post office address must be shown. If made by a partnership, it must be signed by a general partner of the partnership submitting the proposal, and his/her name and post office address must be shown. If made by a corporation, the proposal must show the name of the state under whose laws the corporation is chartered, name and business addresses of its executive officers, and be signed by the authorized official or officials of the corporation.

(4) The bidder is required to examine carefully the job sites, proposal, General Conditions, Special Provisions and contract form pertaining to the work contemplated. The submission of a bid or proposal shall be considered prima facie evidence that the bidder has judged for and satisfied itself as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished, and the requirements of these specifications and the contract.

(5) Any bidder may withdraw its bid at any time prior to the scheduled time for receipt and opening of bids. No bid shall be withdrawn after the opening of bids without the written consent of the Owner for a period of thirty (30) days after the scheduled time for opening bids. Bonds or certified checks of unsuccessful bidders will be returned after a contract has been executed with the successful bidder, or within thirty (30) days after date of opening of bids.

(6) Any bid not signed by the individual making same shall have attached to it a Power of Attorney evidencing authority to sign the bid in the name of person for whom it was signed.

(7) The successful Bidder shall provide a 100% performance bond, a payment bond in an amount equal to the Contract price to insure payment of sub-contractors, laborers, material suppliers and persons furnishing services on this Contract, and, upon completion of the work, a maintenance bond to cover defective materials and workmanship for one year. These bonds are to be executed by the Contractor to the County, and approved by and for the benefit of the Johnson County Board of Commissioners.

(8) START OF WORK - Unless otherwise provided, the Contractor shall start after issuance of the "Notice to Proceed."

In no case shall the Contractor begin work prior to approval of the Contract.

2025 LOCAL MILL AND OVERLAY PROJECT
ITEMIZED BID TAB

Item No.	Inventor y ID #	TOWNSHIP	ROAD NAME	FROM	TO	AVERAGE PAVEMEN T WIDTH	Length	Estimated SYS	DESCRIPTION	LBS./ SYS.	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
G1									Project Mobilization Demobilization		1	LS		\$ -
G2									Project Traffic Maintenance		1	LS		\$ -
1	100EI	Nineveh	S NINEVEH RD	Graves Road	775S	22	2682	7165	HMA Surface, Type B 9.5 mm	165	591	Ton		\$ -
1A									Asphalt for Tack Coat		7165	Sys.		\$ -
1B									Milling, Asphalt or Concrete, 1.5 in		7165	Sys.		\$ -
1C									Temporary Pavement Marking Tape, Type 1, White 4 in		5364	LFT		\$ -
1D									Temporary Pavement Marking Tape, Type 1, Yellow 4 in		5364	LFT		\$ -
1E									Line, Paint, Solid, Yellow, 4 in		5364	LFT		\$ -
1F									Line, Paint, Skip, Yellow, 4 in		0	LFT		\$ -
1G									Line, Paint, Solid, White, 4 in		5364	LFT		\$ -
2	800EE	Blue River	S CR 800 E	Shelby Co 600S	Shelby Co 650 S	20	3724	8355	HMA Surface, Type B 9.5 mm	165	689	Ton		\$ -
2A									Asphalt for Tack Coat		8355	Sys.		\$ -
2B									Milling, Asphalt or Concrete, 1.5 in		8355	Sys.		\$ -
2C									Temporary Pavement Marking Tape, Type 1, White 4 in		0	LFT		\$ -
2D									Temporary Pavement Marking Tape, Type 1, Yellow 4 in		2003	LFT		\$ -
2E									Line, Paint, Solid, Yellow, 4 in		2303	LFT		\$ -
2F									Line, Paint, Skip, Yellow, 4 in		803	LFT		\$ -
2G									Line, Paint, Solid, White, 4 in		7448	LFT		\$ -
3	800EF	Blue River	S CR 800 E	Shelby Co 650S	400S	20	2620	5992	HMA Surface, Type B 9.5 mm	165	494	Ton		\$ -
3A									Asphalt for Tack Coat		5992	Sys.		\$ -
3B									Milling, Asphalt or Concrete, 1.5 in		5992	Sys.		\$ -
3C									Temporary Pavement Marking Tape, Type 1, White 4 in		0	LFT		\$ -
3D									Temporary Pavement Marking Tape, Type 1, Yellow 4 in		1860	LFT		\$ -
3E									Line, Paint, Solid, Yellow, 4 in		630	LFT		\$ -
3F									Line, Paint, Skip, Yellow, 4 in		660	LFT		\$ -
3G									Line, Paint, Solid, White, 4 in		5240	LFT		\$ -
S1	S1202	White River	Idleway Court	Serenity Way	Dead End	24	492	1496	HMA Surface, Type B 9.5 mm	165	123	Ton		\$ -
S1A									Asphalt for Tack Coat		1496	Sys.		\$ -
S1B									7' Edge Milling, Asphalt or Concrete, 1.25 in		765	Sys.		\$ -
S2	S1404	White River	Darlene Drive	600W	Brenda Boulevard	24	2427	6025	HMA Surface, Type B 9.5 mm	165	497	Ton		\$ -
S2A									Asphalt for Tack Coat		6025	Sys.		\$ -
S2B									7' Edge Milling, Asphalt or Concrete, 1.25 in		3775	Sys.		\$ -
S3	S1405	White River	Debbie Court	Debbie Drive	Dead End	24	231	907	HMA Surface, Type B 9.5 mm	165	75	Ton		\$ -
S3A									Asphalt for Tack Coat		907	Sys.		\$ -
S3B									7' Edge Milling, Asphalt or Concrete, 1.25 in		359	Sys.		\$ -
S4	S1711	White River	Deerwood Drive	Deerwood Court	Dead End	23	390	1185	HMA Surface, Type B 9.5 mm	165	98	Ton		\$ -
S4A									Asphalt for Tack Coat		1185	Sys.		\$ -
S4B									7' Edge Milling, Asphalt or Concrete, 1.25 in		607	Sys.		\$ -
S5	S1905	White River	Summit Ridge Court	Summit Ridge Drive	Dead End	24	225	874	HMA Surface, Type B 9.5 mm	165	72	Ton		\$ -
S5A									Asphalt for Tack Coat		874	Sys.		\$ -
S5B									7' Edge Milling, Asphalt or Concrete, 1.25 in		350	Sys.		\$ -
S6	S3702	White River	Leaning Tree Road	Southway Drive	1000N	23	759	1980	HMA Surface, Type B 9.5 mm	165	163	Ton		\$ -
S6A									Asphalt for Tack Coat		1980	Sys.		\$ -
S6B									7' Edge Milling, Asphalt or Concrete, 1.25 in		1181	Sys.		\$ -
S7	S3708	White River	Ridge Road	Southway Drive	Redman Drive	23	2339	6141	HMA Surface, Type B 9.5 mm	165	507	Ton		\$ -
S7A									Asphalt for Tack Coat		6141	Sys.		\$ -
S7B									7' Edge Milling, Asphalt or Concrete, 1.25 in		3638	Sys.		\$ -
S8	S3709	White River	Jackson Court	Lantern Drive	Dead End	23	257	973	HMA Surface, Type B 9.5 mm	165	80	Ton		\$ -
S8A									Asphalt for Tack Coat		973	Sys.		\$ -
S8B									7' Edge Milling, Asphalt or Concrete, 1.25 in		400	Sys.		\$ -
S9	S3724	White River	Yeagy Road	Jackson Road	Macy Way	24	190	507	HMA Surface, Type B 9.5 mm	165	68	Ton		\$ -
S9A									Asphalt for Tack Coat		507	Sys.		\$ -
S9B									Milling, Asphalt or Concrete, 1.5 in		507	Sys.		\$ -
S10	S5403	White River	San Ricardo Court	San Ricardo Drive	Dead End	26	503	1647	HMA Surface, Type B 9.5 mm	165	136	Ton		\$ -
S10A									Asphalt for Tack Coat		1647	Sys.		\$ -
S10B									7' Edge Milling, Asphalt or Concrete, 1.25 in		782	Sys.		\$ -
S11	S5701	White River	Adreinne Drive	Country Lane	Ripplewood drive	24	909	2184	HMA Surface, Type B 9.5 mm	165	180	Ton		\$ -
S11A									Asphalt for Tack Coat		2184	Sys.		\$ -
S11B									7' Edge Milling, Asphalt or Concrete, 1.25 in		1414	Sys.		\$ -
S12	S5704	White River	Country Lane	Runyon Road	Harrison Crossing	23	2348	5667	HMA Surface, Type B 9.5 mm	165	468	Ton		\$ -
S12A									Asphalt for Tack Coat		5667	Sys.		\$ -
S12B									7' Edge Milling, Asphalt or Concrete, 1.25 in		3652	Sys.		\$ -
S13	S5705	White River	Messersmith Drive	Ripplewood Drive	Dead End	23	1692	4317	HMA Surface, Type B 9.5 mm	165	356	Ton		\$ -
S13A									Asphalt for Tack Coat		4317	Sys.		\$ -
S13B									7' Edge Milling, Asphalt or Concrete, 1.25 in		2632	Sys.		\$ -

2025 LOCAL MILL AND OVERLAY PROJECT
ITEMIZED BID TAB

Item No.	Inventor y ID #	TOWNSHIP	ROAD NAME	FROM	TO	AVERAGE PAVEMENT WIDTH	Length	Estimated SYS	DESCRIPTION	LBS./ SYS.	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
S14	S5709	White River	Windmill Trail	Messersmith Drive	900N	23	2275	6377	HMA Surface, Type B 9.5 mm	165	526	Ton		\$ -
S14A									Asphalt for Tack Coat		6377	Sys.		\$ -
S14B									7' Edge Milling, Asphalt or Concrete, 1.25 in		3539	Sys.		\$ -
S15	S6201	White River	Woodmore Drive	400W	Dead End	24	754	2294	HMA Surface, Type B 9.5 mm	165	189	Ton		\$ -
S15A									Asphalt for Tack Coat		2294	Sys.		\$ -
S15B									7' Edge Milling, Asphalt or Concrete, 1.25 in		1173	Sys.		\$ -
S16	S6202	White River	Woodmore Court	Woodmore Drive	Dead End	24	292	1200	HMA Surface, Type B 9.5 mm	165	99	Ton		\$ -
S16A									Asphalt for Tack Coat		1200	Sys.		\$ -
S16B									7' Edge Milling, Asphalt or Concrete, 1.25 in		454	Sys.		\$ -
S17	S7901	White River	Skyline Drive	800N	Comet Drive	26	2699	7946	HMA Surface, Type B 9.5 mm	165	656	Ton		\$ -
S17A									Asphalt for Tack Coat		7946	Sys.		\$ -
S17B									7' Edge Milling, Asphalt or Concrete, 1.25 in		4198	Sys.		\$ -
S18	S7908	White River	Skyline Drive	Comet Drive	510ft south of Comet Dr	26	510	1342	HMA Surface, Type B 9.5 mm	165	111	Ton		\$ -
S18A									Asphalt for Tack Coat		1342	Sys.		\$ -
S18B									7' Edge Milling, Asphalt or Concrete, 1.25 in		793	Sys.		\$ -
S19	S8200	White River	Beckridge Circle	Olive Branch Lane	Dead End	24	511	1577	HMA Surface, Type B 9.5 mm	165	130	Ton		\$ -
S19A									Asphalt for Tack Coat		1577	Sys.		\$ -
S19B									7' Edge Milling, Asphalt or Concrete, 1.25 in		795	Sys.		\$ -
S20	S8201	White River	Olive Branch Circle	Olive Branch Lane	Dead End	24	170	773	HMA Surface, Type B 9.5 mm	165	64	Ton		\$ -
S20A									Asphalt for Tack Coat		773	Sys.		\$ -
S20B									7' Edge Milling, Asphalt or Concrete, 1.25 in		264	Sys.		\$ -
S21	S8202	White River	Olive Branch Lane	800N	Dead End	24	1090	2786	HMA Surface, Type B 9.5 mm	165	230	Ton		\$ -
S21A									Asphalt for Tack Coat		2786	Sys.		\$ -
S21B									7' Edge Milling, Asphalt or Concrete, 1.25 in		1696	Sys.		\$ -
S22	S9900	White River	Auburn Court	Tournament Drive	Dead End	24	195	923	HMA Surface, Type B 9.5 mm	165	76	Ton		\$ -
S22A									Asphalt for Tack Coat		923	Sys.		\$ -
S22B									7' Edge Milling, Asphalt or Concrete, 1.25 in		303	Sys.		\$ -
S23	S9901	White River	Tournament Drive	700N	Dead End	24	925	3511	HMA Surface, Type B 9.5 mm	165	290	Ton		\$ -
S23A									Asphalt for Tack Coat		3511	Sys.		\$ -
S23B									7' Edge Milling, Asphalt or Concrete, 1.25 in		1439	Sys.		\$ -

Total Base Bid:

WRITE IN WORDS

\$

DOLLARS

\$0.00



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): Johnson County Board of Commissioners

2. County : Johnson County

3. Bidder (Firm): _____

Address: _____

City/State/ZIP code: _____

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 2025 Local Mill and Overlay Project

(Governmental Unit) in accordance with plans and specifications prepared by _____

Johnson County Highway Department 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:

_____	Brian P. Baird, Chairman
_____	Kevin M. Walls, Member
_____	Ronald H. West, Member

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	Expected Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? _____ if so, where and why?

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

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the *event* that you subsequently determine that you will use a subcontractor on the proposed project.

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at _____ this _____ day of _____, _____

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
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: _____

BIDOF

(Contractor)

(Address)

FOR
PUBLIC WORKS PROJECTS
OF

Filed _____

Action Taken _____

IN TESTIMONY WHEREOF, the Bidder (an individual) has hereunto set his/her hand this _____ day of _____, 20____.

BY _____
Bidder

IN TESTIMONY WHEREOF, the Bidder (an unincorporated firm) has hereunto set its hand this _____ day of _____, 20____.

BY _____
Firm Name

BY _____
Individual Name

IN TESTIMONY WHEREOF, Bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this _____ day of _____, 20____.

BY _____
Name of Corporation

BY _____
President

BY _____
Secretary

Official Address of Bidder:

DEFINITION OF TERMS

Whenever, in these specifications and in the Contract, the following terms are used, the intent and meaning shall be interpreted as follows:

STANDARD SPECIFICATIONS:

2024 Edition of the Indiana Department of Transportation Standard Specifications
and current Supplemental Specifications

**DEPARTMENT/ CONTRACT SERVICES SECTION/ DIVISION OF MATERIALS
AND TESTS/ PROCUREMENT AND DISTRIBUTION DIVISION/ DISTRICT/
DISTRICT TRAFFIC ENGINEER:**

Johnson County Highway Department

OWNER/COUNTY:

Board of County Commissioners of Johnson County, Indiana

ENGINEER:

The Registered Professional Engineer representing the Johnson County Highway
Department or an authorized representative of the Owner.

INSPECTOR:

The representative of the Owner which may include the Johnson County Highway
Engineer or the Engineer's representative.

PERFORMANCE BOND:

The approved form of security, furnished and executed by the bidder and its surety
or sureties, guaranteeing complete execution of the contract, as defined herein, and
for the payment of all legal debts pertaining to the construction of the project. The
performance bond will be in effect after both parties have signed the contract and
the contract has been approved by the Johnson County Attorney.

GENERAL CONDITIONS

PERFORMANCE AND PAYMENT BOND

Prior to commencement of the work described herein the Contractor shall furnish a 100% performance bond covering the faithful performance of the Contract, and a payment bond in an amount equal to the Contract price to insure payment of all obligations arising hereunder including payment of sub-contractors, laborers, material suppliers and persons furnishing services on this Contract. These bonds are to be executed by the Contractor to the County, and approved by and for the benefit of the Johnson County Board of Commissioners. The payment bond cannot be released until one year after the Board's final settlement with the Contractor. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

MATERIAL GUARANTY

Before the award of any contract, bidders may be required to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the work, together with samples, which samples may be subjected to the tests provided in these specifications to determine their quality and fitness for the work.

AWARD AND EXECUTION OF CONTRACT

The total bid price submitted by the Contractor for completing all items shown and described in the bid packet will be considered the total bid and all proposals will be evaluated on that basis. The County reserves the right to reject any and all bids and the right to waive any or all irregularities in any or all bids.

PAYMENT FOR WORK COMPLETED

The contractor shall submit invoices for work done to the Engineer for payment. These invoices will be paid according to Johnson County's standard payment schedule. The invoices will be approved by the Engineer upon his/her verification that the work being invoiced has actually been completed. Invoices submitted to the Engineer not later the second Monday of the month will be paid on the fourth Monday of the month. Invoices submitted to the Engineer not later the Fourth Monday of the month will be paid on the second Monday of the following month.

Payment will be made for work done with a retainage of 5%. Invoices shall show the appropriate retainage for the work being claimed. Johnson County Claim Forms shall be for the amount to be paid after deducting the 5% retainage. The retainage will be paid to the contractor 61 days after final completion and acceptance of the work as detailed in the specimen contract.

EXAMINATION OF PLANS, SPECIFICATIONS, AND SITES

Bidders are expected to examine the roads before submitting proposals, and must satisfy themselves by personal examination of the locations of the proposed work, and other such methods as may be required, as to the accuracy of the estimates of the work to be done. Bidders shall not at any time after the opening of bids dispute or complain of the statement or estimate of the County nor assert that there was any misunderstanding as to the nature or scope of the work to be done. The quantities shown on the Itemized Bid Form are the estimated quantities required to complete the work shown on the plans or required by the specifications. These quantities are intended to be true and correct but are not guaranteed and the County will not be responsible for any errors in the estimate or for any omission in the work.

The true intent of the General Conditions, Standard Specifications, Supplemental Provisions and Special Provisions is to prescribe a complete work or improvement which the Contractor undertakes to do, complete in detail, in full compliance with the proposal and contract. It is understood that the Contractor, for all or any part, shall furnish all materials, equipment, tools, supplies, transportation, labor and incidentals required to execute the contract in a satisfactory and workmanlike manner, unless otherwise provided in the specifications, Special Provisions, or contract.

CONTRACT QUESTIONS

All questions must be submitted in writing prior to **5:00 p.m. local time, Wednesday, August 20, 2025**. Questions can be e-mailed to Daniel Johnston djohnston@co.johnson.in.us. A written response will be e-mailed. No questions will be answered by telephone.

MATERIALS AND WORKMANSHIP

All work will be under the supervision of the Johnson County Highway Department. All materials and construction shall conform to the 2024 Edition of the Indiana Department of Transportation Standard Specifications, and Supplemental Specifications and the Special Provisions for this contract.

DEFECTIVE AND/OR UNAUTHORIZED WORK OR MATERIALS

All materials which do not meet the requirements of these specifications, and materials which have become mixed with dirt or other foreign substance, or have from any cause become unsuitable, will be rejected and shall be removed from the work unless the Engineer permits them to remain. No rejected materials, the defects of which have been subsequently corrected, shall be used until approved by the Engineer or the Inspector. Should the Contractor fail to remove rejected materials within the time specified, the Owner will have the authority to cause their removal at the expense of the Contractor, or to annul the contract as set out under "Annulment of Contract."

Whenever inspection shows, in the opinion of the Engineer or the Inspector, that portions of the work were not constructed in compliance with terms of the contract, the Engineer or the Inspector will require the Contractor to remove and replace such portions, and any expense incurred by such corrections shall be borne by the Contractor.

Work done without lines and grades being given, work done beyond the lines and grades shown on the plans or as otherwise given, except as may be provided herein, will be considered unauthorized and at the expense of the Contractor, and will not be paid for by the County. Work so done may be ordered removed and replaced at the Contractor's expense. Should the Contractor fail to remove or renew defective material or work or unauthorized work within the time specified the County will have the authority to cause such work to be done at the Contractor's expense.

FINAL INSPECTION

The Engineer or the Inspector will make a final inspection of all work included in the contract as soon as possible after being notified by the Contractor that the work is completed, or after the Engineer or the Inspector's records show that the work is nearing completion. If the work is not acceptable to the Engineer or the Inspector at the time of such inspection, he/she shall advise the Contractor in writing as to the particular defects to be remedied before final acceptance. If, within a period of 10 days after such notice, the Contractor has not taken steps to speedily repair or replace the defective work as outlined by the Engineer or the Inspector, the Owner may, without further notice and without in any way impairing the contract, make such arrangements as it may deem necessary to have the work completed in a satisfactory manner. The cost of so completing the work may be deducted from any monies due or which may become due to the Contractor on his contract.

MAINTENANCE OF TRAFFIC

Maintenance of traffic shall conform to the latest edition of the Manual on Uniform Traffic Control Devices, 2024 Edition of the Indiana Department of Transportation Standard Specifications, and most recent edition of the Supplemental Specifications. The Contractor shall provide all labor, equipment and materials as required to maintain one-way traffic at all times on all roads. This shall include, but not be limited to, erection of warning signs, regulatory signs, barricades, flag men, arrow boards, and provisions for temporary access to all adjacent property (where necessary). The Contractor shall supply flag men, equipped with two-way radios for communication, at both ends of the construction or paving zone to provide uniform, one-way traffic flow thru the site at all times. A typical Traffic Control diagram and layout which shall be utilized by the Contractor on each road being paved shall be submitted for approval at the Pre-Construction Conference. No work shall commence until approval of this diagram is given by the Highway Engineer. Approval of said diagram will not relieve the Contractor of the liability and responsibility of providing further traffic control as needed.

PERMITS AND LICENSES

The Contractor shall procure, at his own expense, all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The Contractor will be required to furnish a certificate from the Indiana State Industrial Board as evidence that he has complied with the provisions of the "Indiana Workman's Compensation Act," Chapter 69 of the Acts of the Indiana General Assembly, 1937.

TEMPORARY AND LONG TERM SUSPENSION OF WORK

The work may be suspended by the Engineer or the Inspector, wholly or in part, for such period or periods as may be necessary on account of:

1. Failure on the part of the Contractor to carry out instructions given, or failure to perform any or all provisions of the contract.
2. Any other conditions which, in the judgment of the Engineer or the Inspector make work impractical.

No additional compensation shall be paid the Contractor because of such suspension. The Contractor shall not suspend work without written authority from the Engineer or the Inspector. Work shall recommence only upon the direction of the Engineer or the Inspector.

ANNULMENT OF CONTRACT

If the Contractor fails or refuses to perform the work in an acceptable manner, the County may give notice in writing to the Contractor and his Surety, if any, of such failure or refusal, specifying the same and directing what action shall be taken. Any one or more of the following will be considered sufficient justification for such notice:

1. Failure to begin work under contract within the time specified.
2. Failure to perform the work with sufficient supervision, workmen, equipment, and materials to insure the prompt completion of said work.
3. Unsuitable performance of the work.
4. Neglecting or refusal to remove defective materials, or failure to perform anew such work as shall have been rejected.
5. Discontinuing the prosecution of the work or any part of it.
6. Inability to finance the work adequately.
7. The Contractor's failure for any other reason to carry on the work in an acceptable manner.

If the Contractor or his Surety, if any, within a period of 10 days after such notice, does not proceed in compliance therewith, then the County will have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the said Contractor, to appropriate or use any or all materials and equipment on the jobsite as may be suitable and acceptable, and may at its option, turn the work over to the Surety, if any, or enter into an agreement with another Contractor for the completion of the Contract according to the terms and provisions thereof, or it may use such other methods as in its opinion shall be required for the completion of said contract in an acceptable manner.

If the Contractor is a foreign corporation, it shall be required to furnish a certificate from the Secretary of State of Indiana, as evidence that the corporation has complied with the Indiana Foreign Corporation Statutes, and that the corporation is authorized to transact business in the State of Indiana.

PUBLIC CONVENIENCE AND SAFETY

The Contractor shall at all times conduct the work in such a manner as to ensure the least obstruction to traffic. Materials stored upon the site shall be placed so as to cause only such inconvenience to the traveling public and residents as is considered unavoidable.

The importance the Engineer and the Owner attaches to safety cannot be overemphasized. The Owner reserves the right, at its discretion, to disallow for payment any work performed where the proper safety precautions were not being observed.

PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall not enter upon private property for any purpose in connection with the work without obtaining proper permission. The Contractor shall be responsible for the preservation from injury or damage of all public and private property adjacent to the work resulting from the execution or non-execution of the work under its contract. The Contractor shall take all necessary precautions to prevent damage to trees, crops, pipes, cables, conduits and other underground structures, and public utilities, and shall carefully protect from disturbance or damage all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their locations, and shall not remove them until directed. The Contractor shall notify the Engineer, the Inspector and the County Surveyor if any section corners are found or are expected to be located within the work area.

Where or when any damage or injury is done to public or private property on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, the Contractor shall restore or compensate for any such damage or injury in an acceptable manner. In case of failure on the part of the Contractor to restore or compensate for such property damage or injury, the Johnson County Highway Department may, upon 48 hours notice, proceed to repair, compensate, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any monies due or which may become due the Contractor under this Contract.

The Contractor shall not be released from responsibility as outlined above until the work has been completed and accepted.

CONTRACTOR'S RESPONSIBILITY FOR WORK

Until final acceptance of the work by the County, the Contractor shall be responsible for all work and make good any damage sustained from any cause whatsoever.

No equipment of any kind shall be operated on or transported over any pavement surface when such equipment causes spalling at joints or edges, or damages in any way any surface, either finished or unfinished. The Contractor shall rebuild and repair, at its own expense, all injuries or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance.

All costs incurred by the County in completing the work under the contract shall be deducted from any monies due or which may become due said Contractor. In case the expense so incurred by the County shall be less than the sum which would have been payable under the contract if it had been completed by said Contractor, then the Contractor shall be entitled to receive the difference; however, in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor and its Surety shall be liable and shall pay to the County the amount of said excess.

By taking over the prosecution of the work, the County does not forfeit the right to recover damages from the Contractor or its Surety, if any, for its failure to complete the work in the time specified.

TERMINATION OF CONTRACTOR'S RESPONSIBILITY

The contract shall be considered as completed after all work provided for therein has been finally accepted by the Engineer or County Inspector and final payment has been made. Before final payment the Contractor shall provide an affidavit to the Owner stating that all labor and materials connected with this project have been paid in full by the Contractor. The Contractor shall then be released from all further obligations, except as provided under "Waiver of Legal Rights."

NOTICE TO PROCEED

After the contract has been executed and approved, and after receipt by the county of all required bonds, the County shall issue to the contractor a written "Notice to Proceed".

STARTING OF WORK

Unless otherwise provided, the Contractor shall start work on the contract after the date of "Notice to Proceed."

RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall save and hold harmless the County and its officers, agents and employees from and against all suits and claims that may be based on alleged injury to any person or property that may occur, or may be alleged to have occurred, in the course of the performance of the contract by the Contractor, whether such claims shall be made by an employee of the Contractor or by a third person, and whether or not it shall be claimed that the alleged injury was caused by negligent act or omission of the Contractor; and the Contractor shall at its own cost and expense, pay all charges and attorney's fees, and all cost and other expense, arising there from or incurred in connection therewith, and if judgment shall be rendered against the County, the Johnson County Highway Department or any officer, agent or employee of any thereof, the Contractor shall at its own cost and expense satisfy and discharge same.

INSURANCE

The Contractor shall be required to carry Worker's Compensation and Occupational Disease Insurance including Employer's Liability Insurance in amounts and with companies satisfactory to the County. In addition, the Contractor shall be required to carry a Comprehensive Liability form of insurance, and Automobile Liability Insurance. Minimum coverage limits of the required insurance shall be as described in Section Nine of the attached Specimen Contract. The Contractor's Liability is not to be limited by the amount specified in the insurance policies.

ADDITIONAL INSURED

The Contractor shall submit a "Certificate of Insurance" indicating the above necessary coverage as well as naming the **Johnson County Board of Commissioners**, its employees and representatives, and the Engineer as "Additional Insured" on all policies except Worker's Compensation.

LANE RESTRICTIONS AND ROAD CLOSURE

The Contractor shall notify the Engineer and the Johnson County Highway Department at least 48 hours before implementing lane restrictions or closing any road for construction. It shall be the sole responsibility of the Contractor to make notification to all emergency services, as well as, all school systems for each and every closure of the road, a minimum of 48 hours in advance. Severe consequences are eminent if the proper notification is not executed. **The personal safety and access to emergency services of residents is considered crucial during the construction of this project.**

COMPLETION TIME OF WORK REQUIRED AND LIQUIDATED DAMAGES

All work to be performed under this Contract shall be ready for acceptance by the dates stated in the Special Provision SP-025 Progression of the Work. If the Contractor has not completed the work in the allowable time, the Owner will be entitled to charge the Contractor liquidated damages for each day's delay in accordance with Article 108.08 of the Standard Specifications. Before final payments are made by the Owner, all liquidated damage amounts will be deducted from monies due the Contractor.

No work will be permitted on Sundays or legal holidays. If the Contractor plans to work on a Saturday, it must notify the County of these plans by noon on Thursday.

PROJECT SUPERVISION

Johnson County reserves the right to approve or disapprove the Contractor's supervisory employees for each work crew working on the project described by these specifications. The Engineer or the Inspector may be on-site during construction.

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SPECIAL PROVISIONS

SP-001 SPECIFICATIONS

The following Special Provisions are in addition to the General Provisions and the Indiana Department of Transportation 2024 “STANDARD SPECIFICATIONS” and the most recent edition of the “SUPPLEMENTAL SPECIFICATIONS,” which shall apply to this Contract. Where the words “Standard Specifications” and also where reference consisting of a number or numbers are used, they shall be construed as referring to the Indiana Department of Transportation 2024 “STANDARD SPECIFICATIONS” and the most recent edition of “SUPPLEMENTAL SPECIFICATIONS.”

The Contractor shall bring to the Preconstruction Conference a copy of the Indiana Department of Transportation Standard Specifications, 2024 Edition and shall thereafter retain said copy at the job site for ready reference of the Contractor’s Superintendent and/or the Engineer.

SP-002 SCOPE OF WORK

The intent of these Special Provisions, together with the General Provisions, the STANDARD SPECIFICATIONS are to provide for the construction of the **2025 Local Mill and Overlay Project** with incidental work, all as more particularly set out in the Itemized Bid Forms.

SP-003 SITE EXAMINATION

Each Contractor shall thoroughly familiarize itself with the project by making detailed examination of the plans and these specifications and by visually examining the site.

Without having notified the Engineer in writing prior to submitting bid, it is assumed that the Contractor accepts existing conditions and the responsibility for the project. Later claim for extra compensation due to site conditions will not be allowed.

SP-004 INTERPRETATION OF QUANTITIES OF ITEMIZED PROPOSAL

The quantities appearing in the itemized proposal are approximate only and are prepared for the comparison of bids. Payment to the contractor will be made only for the actual quantities of work performed and accepted for materials furnished in accordance with the contract, unless otherwise provided. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided. The above changes will in no way invalidate the contract for completion of all necessary work. Lengths and widths shown on the Itemized Bid Form may not account for situations where work is being performed on only a portion of a roadway; this would be reflected in the Square Yardage quantity estimate.

SP-005 EXAMINATION OF PLANS, SPECIFICATION, SPECIAL PROVISIONS, AND SITE OF WORK

The bidder is expected to examine carefully the site of the work and the proposal, plans, specifications, contract form, and special provisions pertaining to the work contemplated. The submission of a proposal shall be considered prima facie evidence that he has satisfied himself as to the conditions to be encountered; the character, quality, and quantities of work to be performed and materials to be furnished and the requirements of these specifications and the contract.

SP-006 COOPERATION BY CONTRACTOR

The Owner will supply the Contractor with 3 copies of General Provisions, Special Provisions, and authorized alterations, if any. The Contractor shall have available on the job site at all times during the prosecution of the work one copy of each of these. It shall give the work its careful attention to facilitate the progress thereof, and shall cooperate with the Owner and with other Contractors in every way possible.

SP-007 PRE-CONSTRUCTION CONFERENCE

The Contractor for this Contract shall attend a pre-construction conference arranged by the Engineer at the site of the work or at the County Highway Office before the start of the work. The representatives of the Owner and Engineer shall be present at this conference to discuss various phases of the work.

SP-008 INCREASE OR DECREASE QUANTITIES OF WORK

These Special Provisions shall not be considered as a waiver of, nor shall they invalidate, the right of the Engineer to increase or decrease the quantities of work as provided by Subsection 104.02 of the Standard Specifications.

Johnson County reserves the right to modify the work described on the Itemized Bid Form by adding or deleting roads to be repaired and by changing the repair type and the estimated quantities of materials to be used.

In the event that changes are made to the estimated quantities shown on the Itemized Bid Form, such changes will be made at the unit prices shown on the Itemized Bid Form.

In the event that roads are added to the Itemized Bid Form, the unit prices for the additional roads shall be the same as the average of the unit prices for the roads originally listed on the Itemized Bid Form for roads located in the same township and having the same repair type as the roads being added. If the original Itemized Bid Form does not include any roads located in the same township or having the same repair type as the roads being added, the unit prices for the additional roads shall be the same as the average of the unit prices for all roads originally listed on the Itemized Bid Form and having the same repair type as the roads being added. In either case, the average of the unit prices will be calculated as a weighted average based on the estimated quantities for the applicable materials as shown on the Itemized Bid Form. In the event that roads are deleted from the Itemized Bid Form, no payment will be made for the work deleted.

SP-009 FAILURE TO COMPLETE ON TIME

Damages of \$1,500 per day shall be assessed for every day beyond the agreed upon Final Completion date, listed elsewhere in the Special Provisions that the project does not meet the completion requirements.

SP-010 Limitation of Operations

The Contractor's operations will be governed by 108.06 except as specified herein. No work will be performed outside of daylight hours, regardless of the potential availability of lighting or other accommodations. Materials received on site which cannot be placed during this time period shall be rejected. Contractor's standard work days will be Monday through Friday. The contractor may request approval from the Engineer to work on Saturdays; said request must be made to the Engineer no later than 48 hours prior to the planned start of work on each desired Saturday work day.

SP-011 CONSTRUCTION PROGRESS SCHEDULE

The Construction Progress Schedule shall be reviewed with the Engineer at the Pre-Construction Conference. It shall be updated weekly until substantial completion.

SP-012 SUPERVISORY PERSONNEL

The Bidder is hereby advised that the Engineer will review and verify the construction experience of the individual responsible for the personnel supervision of the project. The Bidder has been admonished in the last paragraph of the Instructions to Bidders to give detailed information in certain items of the Standard Questionnaire which information will assist in evaluating the experience of the proposed Project Superintendent.

If the Bidder is uncertain as to the person to be assigned as Project Superintendent, the Bidder may list alternates with information related to each.

The Engineer will advise the Owner, in advance of Contract Award, of his/her findings and conclusions regarding this matter.

SP-013 CHARACTER OF WORKERS AND EQUIPMENT

The Contractor shall employ such superintendents, foremen, and personnel as are careful and competent. The Engineer may demand the dismissal of any person employed by the Contractor on the work who shall misconduct himself or herself or be incompetent or negligent in the performance of their duties, or who shall neglect or refuse to comply with the directions given, and such person shall not be employed again thereon without written consent of the Engineer.

The methods, appliances, machinery, and equipment used and the labor employed shall be such

as to meet requirements to produce a satisfactory quality of work and shall be adequate to complete the work within the time specified in the Contract.

Equipment used on any portion of the work shall be such that no injury to the work, adjacent property, or their objects will result from its use.

In case the actual progress should fall behind the estimated progress at any time, or should it become apparent that the Contractor shall be unable to complete the work within the time limit set out in the Contract, the Engineer may require that additional equipment meeting his or her approval be placed on the work. The measure of the capacity and efficiency of machinery and equipment shall be its actual performance on the work.

Should the Contractor continue to employ or again employ any person as set out above as being undesirable, or fail to furnish suitable or sufficient machinery or force for the proper prosecution of work, the Engineer may withhold all estimates which are or may become due until his/her orders are complied with or the Contract may be declared defaulted.

SP-014 SPECIAL NOTICE TO BIDDERS AND SURETY COMPANIES

If, at the time the Contract is ready for final execution, all of the right-of-ways necessary for the construction of said Contract have not been secured and in order to expedite prompt execution of the Contract, the Contractor may execute a waiver waiving any and all damages that may occur to the Contractor for any delay, expense, inconveniences, loss of anticipated profit, or for any other cause that may occur to the Contractor or its Subcontractor by the failure of the Owner to secure such right-of-ways necessary to complete said Contract. This provision shall be binding upon any Subcontractor or said principal Contractor.

SP-015 MATERIAL SOURCE OF SUPPLY

Only materials approved as conforming to the requirements of the specifications shall be used in the work. Approval of any source of material shall not constitute acceptance of all materials from that source, and any material not meeting the requirements of these specifications shall be rejected.

SP-016 CONTROL OF MATERIALS

In conjunction with the Standard Specifications, all weight tickets shall be collected to verify the quantities of each item in the ticket's original form only. Any material tickets not submitted within 2 business days of the day of delivery, either to County personnel on-site or to the Johnson County Highway Department office in Franklin, Indiana may be considered ineligible for payment. Tickets submitted in electronic format must be clear and legible.

SP-017 STORAGE OF EQUIPMENT, MATERIALS, AND SUPPLIES

Equipment, materials, and supplies shall be so stored and handled in such a manner as to result in minimum inconvenience to traffic and persons.

If the Contractor desires additional area for storage, it shall be its responsibility to execute proper agreements with property owners.

SP-018 LOCAL ACCESS

The Contractor shall maintain (throughout the roadway section) the approach and field entrance grades in a condition that will allow local traffic to access their property. The contractor is expected to perform work activities adjacent to residential neighborhoods in a manner that minimizes adverse impacts to adjacent properties and shall actively communicate restrictions that affect full access to driveways and properties with the affected property owners prior to commencing said activities.

SP-019 ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times for the protection of persons (including employees), property, and hazardous conditions shall be guarded against or eliminated. This protection includes signs, barricades, guards, and flashing lights as provided in other sections of these Specifications. The Contractor shall acquaint itself and comply with safety provisions of applicable laws, building and construction codes, The Manual on Uniform Traffic Control Devices, and all hazards connected with the use and installation of machinery and equipment shall be guarded against or eliminated to the extent that such provisions are not in contravention of applicable laws.

The Contractor shall keep in its office for immediate use all articles necessary for giving first aid to the injured. The Contractor shall maintain in its employment a person skilled in first aid, and shall maintain standing arrangements for the immediate removal and hospital treatment of any employee who may be injured on the work.

SP-020 HOT MIX ASPHALT (“HMA”)

All materials and construction shall conform to the 2024 Edition of the Indiana Department of Transportation Standard Specifications and current Supplemental Specifications. The Contractor shall provide copies of material test reports showing conformance to the specifications. The Contractor shall provide all documentation required in section 402 of the 2024 Edition Indiana Department of Transportation Standard Specifications and current Supplemental Specifications, including but not limited to the Job Mix Formula, Quality Control Plan, and daily Type C Certifications.

Mixture Type	Type B	Type C
Design ESAL	<3,000,000	> 3,000,000
Surface	9.5 mm	9.5 mm
Surface -PG Binder	58S-28	58H-28
Intermediate	19.0 mm	19.0 mm
Intermediate -PG Binder	58S-28	58H-28

All material delivery tickets shall show the gross, net, and tare weights and the date of delivery. The tare and gross weights shall be imprinted on the delivery ticket by means of an indelible recording device or typed registering beam. Delivery tickets shall be numbered in sequence for each contract release order and signed by the person responsible for weighing the load. The County may have an inspector on each road to collect delivery tickets and verify the amount of material delivered and placed.

The intention of this project is to have a smooth finished road surface with a minimum cross slope of ¼ inch per foot; however, the nature of the concrete milling will result in a cross slope that exceeds this amount. The depth of concrete milling will result in the asphalt overlay that is ¼ inch higher than the existing concrete pavement at the outside edge of the concrete mill. In areas where the existing concrete pavement does not have a uniform grade, adjustments may be needed to the asphalt overlay dimensions or quantities in order to provide for a smooth finished HMA surface at the completion of the project. The Contractor shall coordinate with the Engineer to identify these locations of concern and determine necessary adjustments prior to the commencement of paving operations.

All completed surface pavements shall have cross sections that vary not more than 3/4 inch longitudinally from a ten foot straightedge.

All work shall be conducted during daylight hours. Materials received on site which cannot be placed during this time period shall be rejected.

The Contractor shall notify the County Highway Department at (317) 346-4630 at least 48 hours before beginning work on any road.

SP-021 7' EDGE MILLING, ASPHALT OR CONCRETE, 1.25 IN

This work consists of a tapered mill of the existing concrete pavement on each side of the road using a fine milling cutting drum in accordance with INDOT standard specification 306.03(a). The milling depth will be 1.25 inches beginning 2 feet from the back edge of the existing curb, to a depth of 0 inches at 7 feet toward the center of the road. The contractor may choose to mill a width greater than 7 feet based on availability of equipment but will not be compensated for the additional milled width. The 2 feet dimension from the back edge of the existing curb will maintain uniform regardless of the actual overall width of each road.

The milling depths and widths assume existing uniform pavement grades. Adjustments may be needed to the concrete milling dimensions in order to provide for a smooth finished HMA surface at the completion of the project. The Contractor shall coordinate with the Engineer to

identify these locations of concern and determine necessary milling adjustments prior to the commencement of milling operations.

The Contractor shall locate and identify any manhole covers or utility structures to ensure that no damage occurs to them. If these are damaged, it shall be the responsibility of the contractor to repair. It shall be the contractor's responsibility to coordinate with the utility companies any raising, lowering, or repair of manhole or utility structures. This is not paid separately but included in the overall work for the road segment.

The upstream side of any casting shall be spray painted white after milling prior to final asphalt surface, to remain visible to drivers prior to final asphalt surface. Cost of material and labor is incidental to the cost of other items.

The Contractor shall notify the County Highway Department at (317) 346-4630 at least 48 hours before beginning this work on any roadway.

SP-022 DRAINAGE STRUCTURES

Drainage structures located within the project limits shall be paved or poured to and around the structure unless otherwise directed by the Engineer or his/her representative. The Contractor will notify the Engineer if the condition of a drainage structure encountered during work activities will not accommodate the planned construction in this contract.

SP – 023 UTILITIES

Given the location of the work areas, the Contractor should be prepared to conduct construction activities in close proximity to underground utility facilities. The Contractor shall begin utility coordination immediately upon receiving the Notice to Proceed for the contract. The Contractor shall be responsible for submitting 811 locate tickets in the work areas, and for facility location and depth verification and to coordinate the necessary relocations for any conflicting utilities. Conflicting utilities will be relocated out of conflict with the project, no utility will remain in-place within the work area or project typical section. The cost of coordinating with utilities shall be included in the contract price. There will be no separate line item for payment. There shall be no reimbursement by the County to the Contractor for construction delays, (i.e. relocations, etc.), that are caused by private utility companies.

Any damage to existing utilities shall be repaired by the Contractor at the Contractor's expense. The Contractor is to coordinate any water meter/valve or gas meter/valve relocations/adjustments with the appropriate utility company and the cost of water meter/valve and gas meter/valve relocations/adjustments shall be included in the contract price – there will be no separate line item for payment. Any existing meter valves in the roadway will have the upstream sides painted white after milling, to remain visible to drivers prior to final asphalt surface. Cost of materials and labor is incidental to the cost of the other items.

SP – 024 YEAGY ROAD SEGMENT AREAS

The intent of the work on the Yeagy Road segment is to fix issues with residual drainage ponding after rainstorm events. The contractor shall coordinate with the Engineer prior to and

during the work on these segments. The work includes milling 1.5 inches across the full width of the road per the details included in these project specifications. Adequate quantities for an asphalt surface wedge layer are included in the itemized bid table. Contractor shall install a wedge layer on the eastern half of the road on each work area on Yeagy Rd, per the details. After inspection and approval of the wedge layer by the Engineer, the Contractor shall then lay the final asphalt surface layer over the work area.

SP-025 PROGRESSION OF THE WORK

All work items on any given road segment must start no-earlier-than receipt of the official Notice to Proceed notification and must be completed no-later-than **November 21st, 2025**.

SP-026 PAVEMENT MARKINGS

Pavement markings will be in accordance with INDOT standard specification 808.

Prior to milling contractors shall video record or photograph existing intersections and road stripping. Contractor shall notify JCHD a minimum of 7 days in advance of when the contractor plans to install pavement markings.

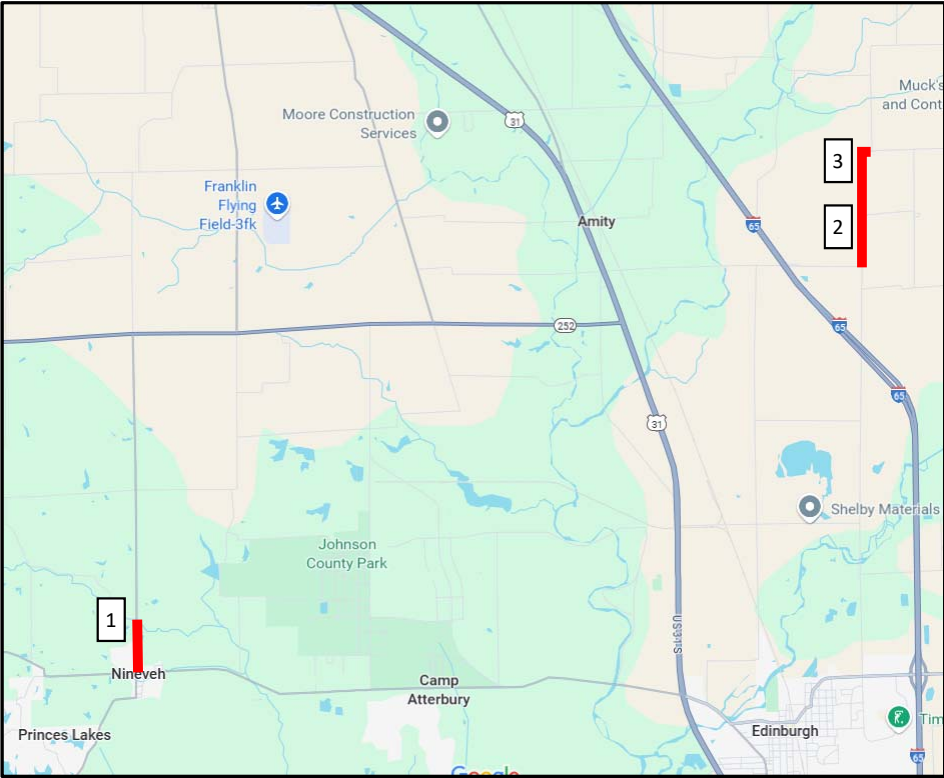
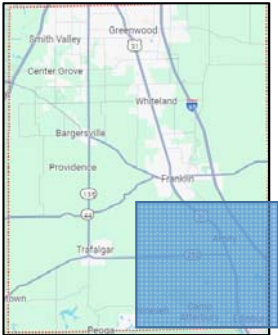
Control points required as a guide for pavement traffic markings shall be spotted with paint for the full length of the road to be marked. Control points along tangent sections shall be spaced at a maximum interval of 100 ft. Control points along curve sections shall be spaced so as to ensure the accurate location of the pavement traffic markings. The location of control points will be subject to approval by the Engineer prior to the pavement traffic marking application.

SP-027 TEMPORARY PAVEMENT MARKINGS

Contractor shall place temporary pavement marking tape in accordance with Standard Specification 801.12 to identify all lanes, arrows and stop bars, per pre-construction lane configuration. Contractor shall remove all temporary marking tape prior to the final asphalt surface.

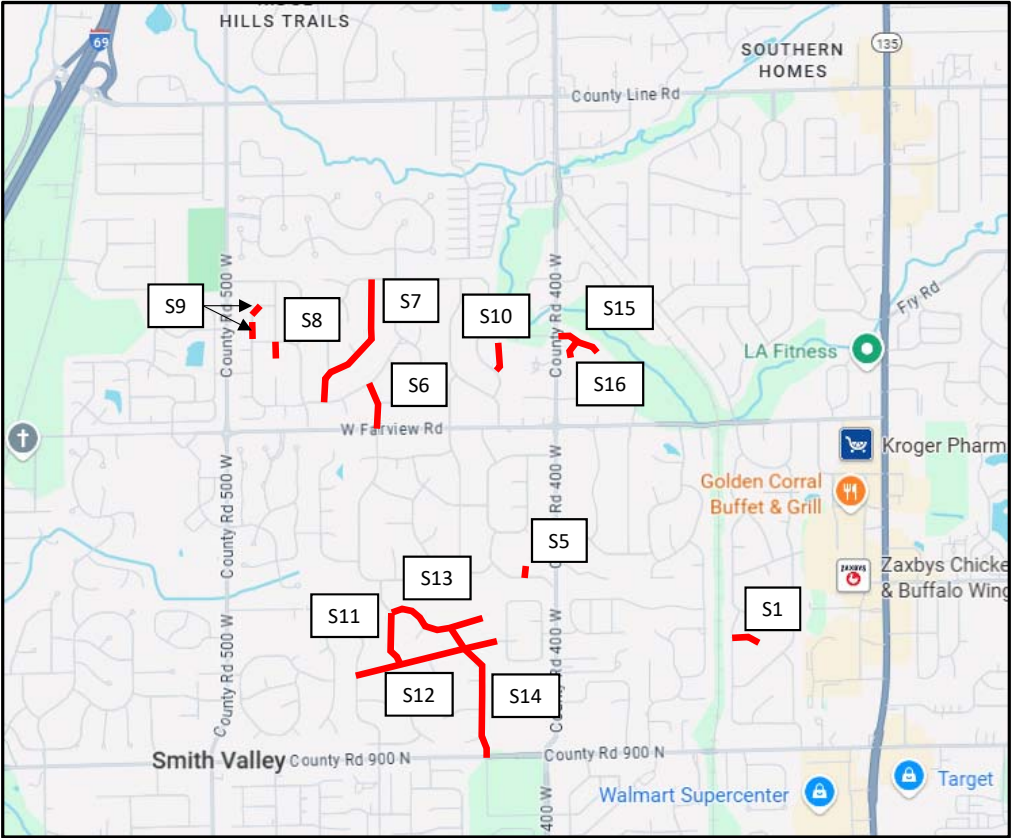


2025 Local Mill & Overlay Project Road Segment Location Map



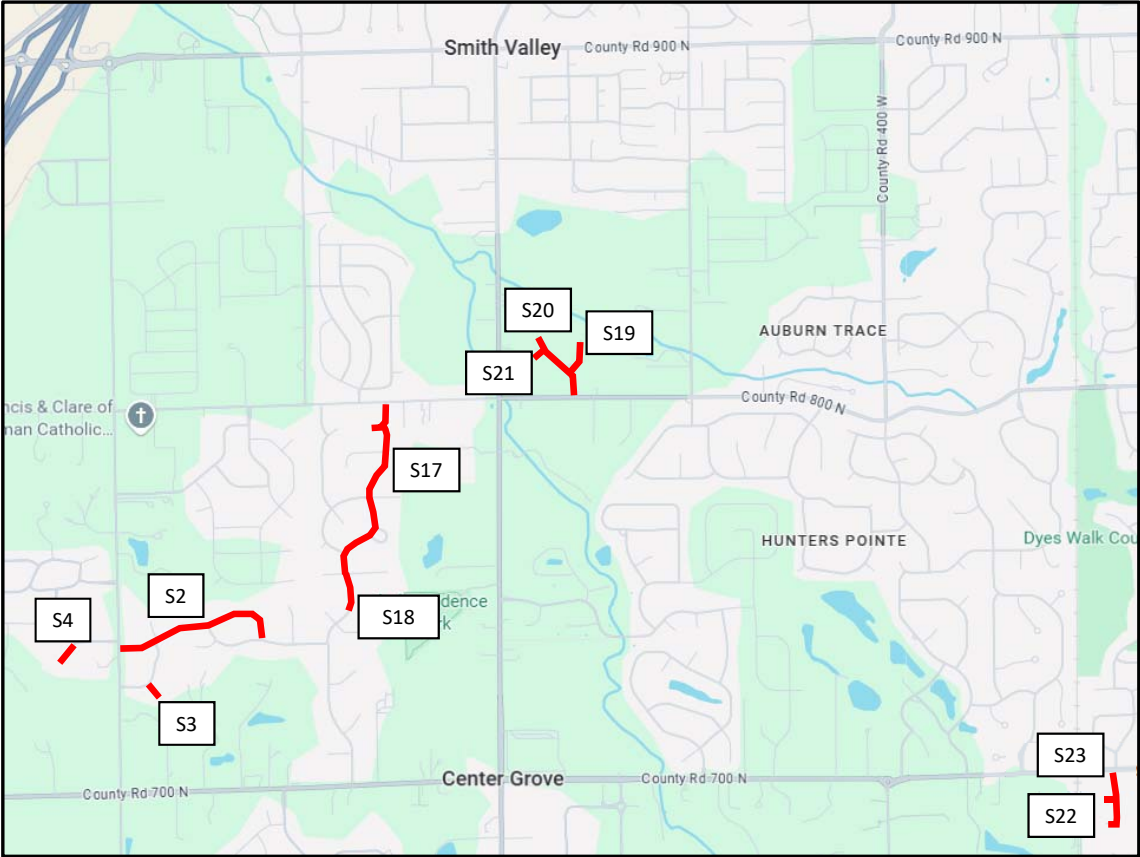


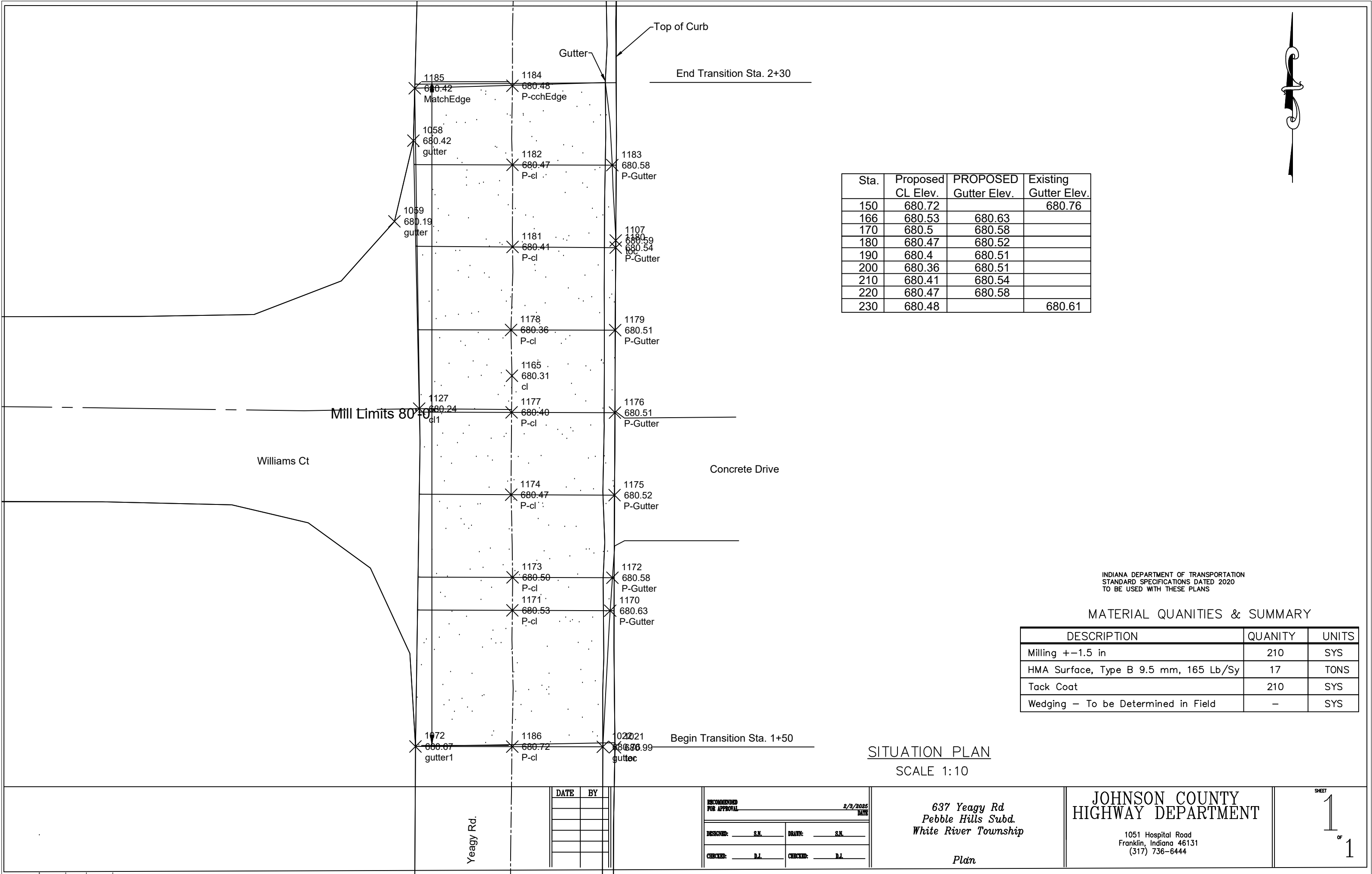
2025 Local Mill & Overlay Project Road Segment Location Map





2025 Local Mill & Overlay Project Road Segment Location Map





Sta.	Proposed CL Elev.	PROPOSED Gutter Elev.	Existing Gutter Elev.
150	680.72		680.76
166	680.53	680.63	
170	680.5	680.58	
180	680.47	680.52	
190	680.4	680.51	
200	680.36	680.51	
210	680.41	680.54	
220	680.47	680.58	
230	680.48		680.61

INDIANA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS DATED 2020
TO BE USED WITH THESE PLANS

MATERIAL QUANTITIES & SUMMARY

DESCRIPTION	QUANTITY	UNITS
Milling +−1.5 in	210	SYS
HMA Surface, Type B 9.5 mm, 165 Lb/Sy	17	TONS
Tack Coat	210	SYS
Wedging – To be Determined in Field	–	SYS

SITUATION PLAN
SCALE 1:10

DATE	BY

RECOMMENDED FOR APPROVAL 2/3/2025 DATE	
DESIGNED: S.N.	DRAWN: S.N.
CHECKED: D.J.	CHECKED: D.J.

637 Yeagy Rd
Pebble Hills Subd.
White River Township

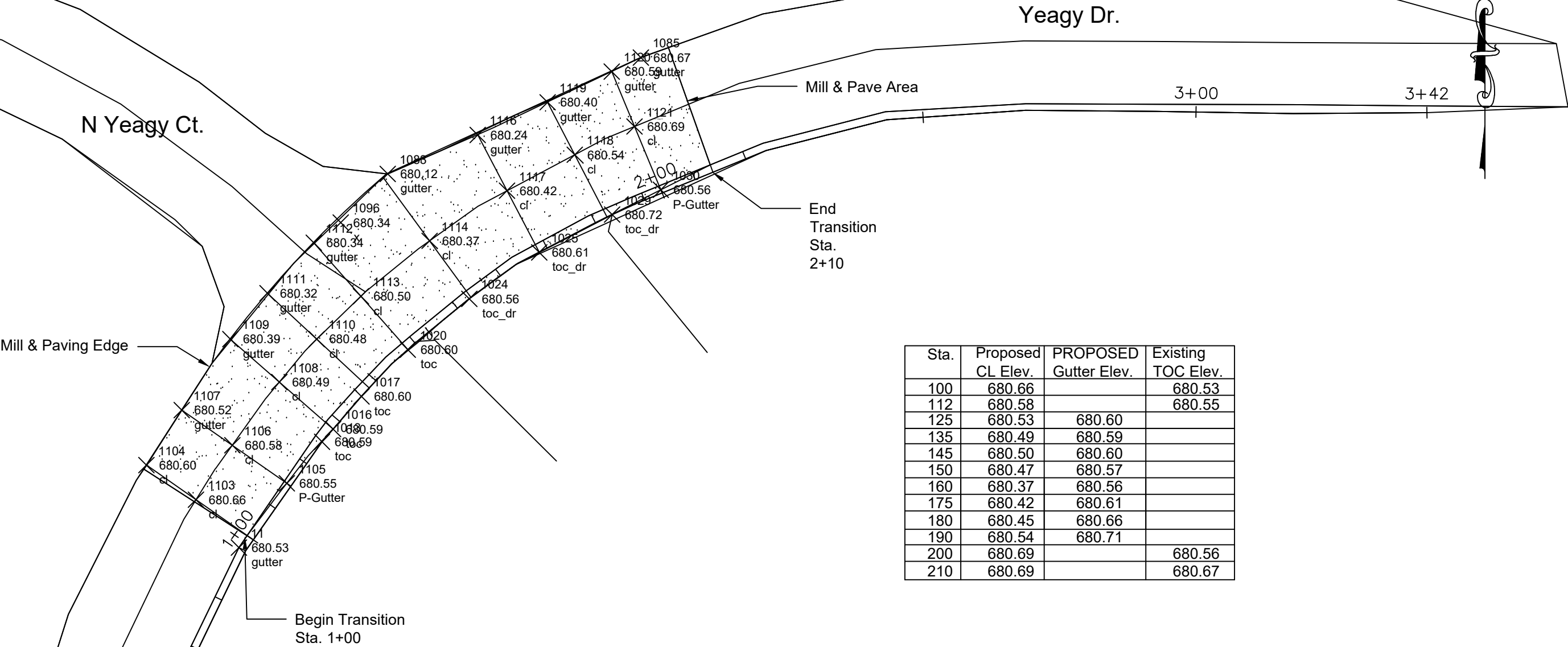
Plan

JOHNSON COUNTY
HIGHWAY DEPARTMENT

1051 Hospital Road
Franklin, Indiana 46131
(317) 736-6444

DRAWING ID: Q:\snibarger\Drawings\687 Yeagy-Water Issue\687YeagyREV-Work.dwg

INDIANA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS DATED 2020
TO BE USED WITH THESE PLANS



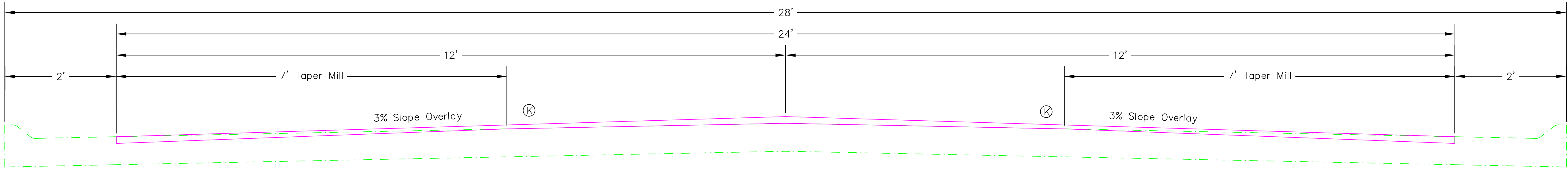
Sta.	Proposed CL Elev.	PROPOSED Gutter Elev.	Existing TOC Elev.
100	680.66		680.53
112	680.58		680.55
125	680.53	680.60	
135	680.49	680.59	
145	680.50	680.60	
150	680.47	680.57	
160	680.37	680.56	
175	680.42	680.61	
180	680.45	680.66	
190	680.54	680.71	
200	680.69		680.56
210	680.69		680.67

MATERIAL QUANITIES & SUMMARY

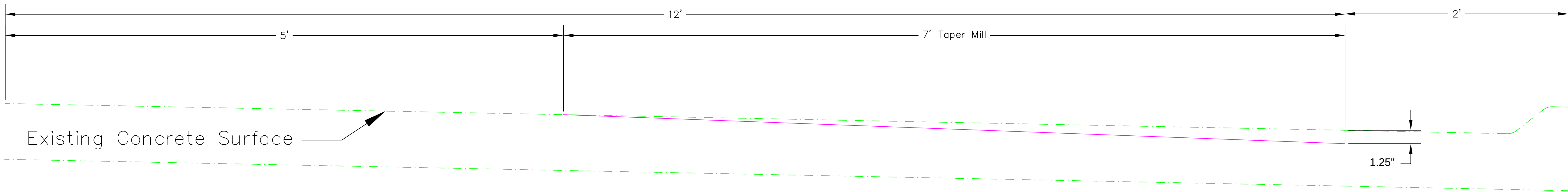
DESCRIPTION	QUANTITY	UNITS
Milling +--1.5 in	308	SYS
HMA Surface, Type B 9.5 mm, 165 Lb/Sy	25	TONS
Tack Coat	308	SYS
Wedging - To be Determined in Field	-	SYS

SITUATION PLAN
SCALE 1:20

DATE	BY	RECOMMENDED FOR APPROVAL	2/3/2025	687 Yeagy Rd Pebble Hills Sub.	JOHNSON COUNTY HIGHWAY DEPARTMENT 1051 Hospital Road Franklin, Indiana 46131 (317) 738-6444	SHEET 1 OF 1
		DESIGNED: S.N.	DRAWN: S.N.			
		CHECKED: D.J.	CORRECTED: D.J.			
				Milling & Paving		



Concrete Overlay



Taper Mill Detail

DRAWING ID: Q:\Engineering\Projects\Paving Program\Concrete_Street\Concrete_Street_Overlay_Detail.dwg

Ⓚ 165 #/Syd Surface 9.5 mm on Milling, (See Detail)	DATE	BY		RECOMMENDED FOR APPROVAL _____ 7/23/2024 DATE	PROJECT Concrete Streets Asphalt Overlay	JOHNSON COUNTY HIGHWAY DEPARTMENT 1051 Hospital Road Franklin, Indiana 46131 (317) 736-6444	SHEET 1 OF 1
				CHECKED: _____ L.M. _____ CHECKED: _____ L.M. _____	TITLE TYPICAL SECTION		

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

The Contractor acknowledges receipt of the following addenda which are hereby made part of the Construction Contract, as fully and effectually as if copied and set out herein in full:

<u>ADDENDUM No.</u>	<u>SIGNATURE</u>	<u>DATE</u>

Contractor (*Bidder*): _____

Address: _____

By: _____

(*Signature*)

Name: _____

(*Printed*)

Title: _____

(*Printed*)

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

The undersigned CONTRACTOR, being duly sworn on oath, says that it has not, nor has any member, representative, or agent of the firm, company, corporation, or partnership represented by it, directly or indirectly entered into or offered to enter into any combination, collusion, or agreement with any person relative to the price to be bid by anyone, 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 in any way or manner whatsoever.

BY: _____
(Signature)

(Title)

FOR: _____
(Firm or Corporation)

Before me, the undersigned Notary Public, personally appeared;
_____ this _____ day of _____, 20__.

My commission expires:

(County of Residence)

(Notary Signature & Seal)

LEGAL STATUS OF BIDDER

This Bid is submitted in the name of:

Firm Name: _____

The undersigned hereby designates below his/her business address to which all notices, directions or other communications may be served or mailed:

Street: _____

City: _____

State: _____ Zip Code: _____

The undersigned hereby declares that he/she has legal status checked below:

() INDIVIDUAL

() INDIVIDUAL DOING BUSINESS UNDER AN
ASSUMED NAME

() CO-PARTNERSHIP (The Assumed name of the
partnership is registered in the County of _____ ,
Indiana

() CORPORATION INCORPORATED UNDER THE
LAWS OF THE STATE OF _____. The
Corporation is:

() LICENSED TO DO BUSINESS IN INDIANA

() NOT NOW LICENSED TO DO BUSINESS IN INDIANA

The name, title, and home address of all persons who are officers or partners in the organization are as follows:

NAME and TITLE

HOME ADDRESS

_____	_____
_____	_____
_____	_____

Signed and Sealed this _____ day of _____, 20____.

By: _____

(Signature)

(Printed)

(Title)

SUBCONTRACTOR UTILIZATION FORM

This report must accompany and be part of the sealed Bid.

1. Name of Bidder: _____

2. Address Bidder: _____

City State Zip Phone

3. The above-named Bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

**Names and Addresses of Subcontractor
that the Contractor Anticipates Utilizing**

**Nature of
Participation**

**\$ Value of
Subcontract**

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

A. Total of Above _____

B. Total Bid Amount _____

Subcontractor Utilization as a % of Total Bid Amount: $(A/B \times 100)$ _____

Name-Authorized Officer of Bidder

Signature-Officer Bidder

Date

SUPERINTENDENT SUBMITTAL FORM

The following person and qualifications are hereby submitted for the position of SUPERINTENDENT of the Work under the present Bid as specified in the General Conditions of the Contract Documents:

CONTRACTOR:

SUPERINTENDENT NAME:

TELEPHONE NUMBERS:

Daytime: _____ Mobile: _____ Emergency: _____

YEARS IN PRESENT EMPLOYMENT:

QUALIFICATIONS and PREVIOUS EXPERIENCE:

I hereby verify that the above information is correct and true and should I be awarded the Contract, the above person will be the bidder's Superintendent and will not be changed except at the written consent of the Johnson County Highway Department.

Signed: _____
Title: _____
Contractor: _____

Approved: _____
Title: _____
Date: _____

Note: Failure to complete and submit this form with the bidder's Bid may be deemed grounds for rejecting the Bid as unresponsive.

AFFIRMATIVE ACTION STATEMENT

I hereby certify that the hiring practices of this firm conform to the requirements of IC-5-16-6-1 and other anti-discriminatory requirements as may be in force from time to time.

Verification

I hereby swear, under the penalties of perjury, that I have read the above and it is true to the best of my knowledge and belief.

By:

(Signature)

(Printed)

(Title)

STATE OF _____)
) SS
COUNTY OF _____)

Subscribed and sworn to before me, a Notary Public in and for said County and State, this day of _____, 20____.

(Sign) _____

(Print) _____

County of Residence _____

My Commission Expires:

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: _____

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 _____

JOHNSON COUNTY CONSTRUCTION CONTRACT

2025 LOCAL MILL AND OVERLAY PROJECT

THIS AGREEMENT, (“AGREEMENT”) made this _____ day of _____, 20__, between the Board of Commissioners of Johnson County, Indiana, and its successors and assigns, (“COUNTY”), and _____, a/an Indiana Corporation with offices in _____, Indiana, (hereinafter referred to as “**CONTRACTOR**”)

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, **CONTRACTOR** and COUNTY agree as follows:

Section One

Description of Work

Except as otherwise specifically provided, **CONTRACTOR** shall furnish at its own cost and expense all labor, services, tools, equipment, materials and work, and all utility and transportation services, required for the construction and completion of the work to be done under this AGREEMENT, as required by the Contract Documents. **CONTRACTOR** will construct and complete the same in a thorough, workmanlike manner, in every respect as described in the Contract Documents, within the time specified and in strict accordance with the instructions and information contained in the Notice to Bidders, Instruction to Bidders, Special Provisions, Itemized bid form, Subcontractor’s Information Form, this AGREEMENT, Wage Scale Affidavit, Material and Labor Affidavit, Affirmative Action Statement, **CONTRACTOR’S** bid, and all required bonds, including all addenda thereto incorporated into any of such documents before the execution of this CONTRACT, all of which constitute the CONTRACT DOCUMENTS. All of the above documents are hereby made a part of this AGREEMENT as fully as if the same were set forth at length herein. The Specifications and all copies thereof shall remain the property of the COUNTY and may not be used on any other work by **CONTRACTOR**.

Section Two

Completion Period

CONTRACTOR will commence the work required by this AGREEMENT within ten (10) calendar days after the Notice to Proceed is given to **CONTRACTOR** by the COUNTY. All work

to be performed under this agreement shall be ready for acceptance no later than the dates identified in Special Provision SP-025 Progression Of The Work, unless the period for completion is extended by the written agreement of all parties. The time for completion of the work shall be considered to be the essence of this CONTRACT. **CONTRACTOR** will be entitled to one (1) day in addition to the time period for completion set out above for each day's delay that may be caused by the COUNTY.

Section Three

Contract Price

COUNTY will pay **CONTRACTOR** for performance of the work under this CONTRACT, subject to additions and deductions provided for herein, the amount of _____ (\$_____.00) less five percent (5%) retainage with said retainage to be paid within sixty-one (61) days following the date of written acceptance of the work by the COUNTY.

Section Four

Payments

Payments of amounts due **CONTRACTOR** shall be made in accordance with the terms of the documents incorporated by reference into this AGREEMENT under Section One above, and shall be conditioned upon acceptance of the work by the COUNTY and upon **CONTRACTOR's** furnishing to the COUNTY satisfactory evidence that all payrolls, material bills, and other costs incurred by **CONTRACTOR** in connection with the work under this AGREEMENT have been paid in full.

Section Five

Liability for Damages

COUNTY, its officers, agents, or employees shall not in any manner be answerable or responsible for any loss or damage to the work or to any part thereof; to any materials, buildings, equipment, or other property that may be employed or placed on or about the work site during the progress of the work; for any injury done to person or property or damages or compensation required to be paid under any present or future law; or for any damage to any property occurring during or resulting from the work. COUNTY assumes no responsibility for collecting indemnities or damages from any person or persons causing injury to the work of **CONTRACTOR**.

CONTRACTOR shall have complete responsibility for the work and shall bear all losses

resulting to the **CONTRACTOR** on account of the amount or character of the work, or because the nature of the ground in or on which the work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in the **CONTRACTOR'S** bid or the contract price, or, except as otherwise provided in the AGREEMENT documents, because of any other causes whatsoever.

CONTRACTOR shall protect the entire work, all materials under the AGREEMENT, and all property, including machinery and equipment, in, on, or adjacent to the site of the work until final completion and acceptance of the work, from damage caused by the nature of the work, the action of the elements, acts of others or, except as otherwise provided in the contract documents, any other causes whatsoever. Should any damage occur by reason of any of the foregoing, **CONTRACTOR** shall repair it at the **CONTRACTOR'S** own expense.

At **CONTRACTOR'S** expense, **CONTRACTOR** shall take all necessary precautions for the safety of, and the prevention of injury, loss, damage, or death to persons and property on, about, or adjacent to the premises where the work is being performed, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations, and orders of duly constituted public authorities.

CONTRACTOR shall be knowledgeable and fully informed of all national and state laws and all local ordinances and regulations in any manner affecting the work or performance under this AGREEMENT, and shall at all times observe and comply with such laws, regulations, or ordinances, and shall indemnify the COUNTY, its officers, agents, and employees against any claim or liability, including attorney's fees, arising from or based on the violation of any such laws, regulations, or ordinances.

CONTRACTOR assumes all risk of loss, damage, or destruction to the work, all of its materials, tools, appliances, and property of every description, and of injury to or deaths of **CONTRACTOR** or its employees or agents arising out of or in connection with the performance of this CONTRACT, including that which occurs due to the acts or failure to act of any other third party, other than that which is solely caused by the COUNTY.

To the fullest extent permitted by law, the **CONTRACTOR** shall indemnify and hold harmless the COUNTY, and any employees of it from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of or resulting from the performance of the work, provided that such claim, damage, loss, or expense is caused in whole or in part by the **CONTRACTOR**, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such

obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnities which would otherwise exist as to a party or person described in this paragraph. The **CONTRACTOR'S** indemnity obligations shall survive the completion, cancellation, or early termination of the CONTRACT.

Section Six

Inspection

The COUNTY may appoint and employ such persons as it deems necessary to act as inspectors or agents for the purpose of supervising, in the interest of the COUNTY, materials furnished and work done as the work progresses.

Such inspectors or agents shall have unrestricted access at all times to all parts of the work and to other places where the preparation of materials and other integral parts of the work are being conducted.

CONTRACTOR shall provide all facilities and assistance required or requested to carry out the work of supervision and inspection by such inspectors or agents.

Inspection of the work by these authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibilities or obligations of the **CONTRACTOR**, or to constitute **CONTRACTOR** an agent of the COUNTY.

Any materials or workmanship found at any time to be defective shall be replaced or remedied at once, regardless of previous inspection.

The COUNTY shall have the right to inspect the work and conduct such tests of the work and all components thereof and to review such records of the **CONTRACTOR** as it considers appropriate to verify that: (a) the work has been completed as indicated by the **CONTRACTOR**, (b) such work has been completed in a good and workmanlike manner, free of defects and in accordance with the CONTRACT DOCUMENTS and all warranties therein, and (c) all required payments to the subcontractors and suppliers, if applicable, have been made. If the COUNTY determines that the work has not been so completed or that required payments to the subcontractors and suppliers, if applicable, have not been made, then, notwithstanding the issuance of any certificate or any other provision of the CONTRACT DOCUMENTS, the COUNTY may withhold payments to the **CONTRACTOR** necessary to protect the COUNTY from loss. If the COUNTY withholds payments pursuant to this paragraph, it shall give written notice to the **CONTRACTOR** of the reason for withholding payments.

If the **CONTRACTOR** fails to correct any work which is not in accordance with the requirements of the CONTRACT DOCUMENTS, or fails to carry out the work in accordance with

the CONTRACT DOCUMENTS, the COUNTY, by a written order, may order the **CONTRACTOR** to stop the work, or any portion thereof, until the cause of such order has been eliminated; however, the right of the COUNTY to stop the work shall not give rise to a duty on the part of the COUNTY to exercise this right for the benefit of the **CONTRACTOR** or any other person or entity. Failure to exercise this right is not a waiver of any right by the COUNTY or a release of the **CONTRACTOR** from any duty or warranty.

If the **CONTRACTOR** defaults or neglects to carry out the work in accordance with the CONTRACT DOCUMENTS and fails within a seven (7) day period after receipt of written notice from the COUNTY to commence and continue correction of such default or neglect with diligence and promptness, the COUNTY may, after such seven (7) day period, give the **CONTRACTOR** a second written notice to correct such deficiencies within a second seven (7) day period. If the **CONTRACTOR** within such second seven (7) day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the COUNTY may, without prejudice to other remedies, correct such deficiencies. In such case an appropriate change order shall be issued deducting from the payments then or thereafter due the **CONTRACTOR** the cost of correcting such deficiencies, including compensation for the COUNTY'S additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the **CONTRACTOR** are not sufficient to cover such amount, the **CONTRACTOR** shall pay the difference to the COUNTY. COUNTY reserves all remedies available to it, whether at law or in equity, in enforcing **CONTRACTOR'S** obligations under this CONTRACT.

Section Seven

Royalties, Patents, and Licenses

The **CONTRACTOR** agrees to pay for all royalties, patents, and licenses necessary for performance of the work under this CONTRACT, including those applying to processes, and further agrees to defend all suits or claims for infringement of any patent rights, and to save the COUNTY and its officers, employees, and agents harmless from loss or expenses on account thereof.

Section Eight

Certificates and Permits

CONTRACTOR shall secure at **CONTRACTOR'S** own expense all necessary certificates and permits from municipal or other public authorities required in connection with the

work contemplated by this AGREEMENT or any part hereof, and shall give all notices required by law, ordinance, or regulation. **CONTRACTOR** shall pay all fees and charges incidental to the due and lawful prosecution of the work contemplated by this CONTRACT, and any extra work performed by the **CONTRACTOR**.

Section Nine

Insurance

CONTRACTOR shall not commence work under this AGREEMENT until it has obtained all certificates of insurance required under this AGREEMENT, and such insurance has been approved by the COUNTY. Likewise, CONTRACTOR shall not allow any approved subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been obtained and approved.

The following requirements apply to CONTRACTOR, all subcontractors, and suppliers:

1. **Commercial General Liability:** Commercial General Liability insurance coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 per project aggregate. The policy shall contain and/or be endorsed to include the following coverage:
 - (a) Premises/Operations;
 - (b) Products/Completed Operations;
 - (c) Medical Payments;
 - (d) Contractual Liability;
 - (e) Independent Contractors;
 - (f) Broad Form Property Damage;
 - (g) Personal and Advertising Injury (\$1,000,000 each occurrence);
 - (h) Separation of Insureds (Severability of Interest)

The insurance must be written on an “occurrence” form. Please note “occurrence coverage” on the certificate. “Claims made coverage” is not acceptable.

Additional Insured Endorsement CG 20 10 07 04 or a substitute endorsement providing equivalent coverage. CG 20 37 07 04 is acceptable if it is accompanied by CG 20 10 07 04, or CG 20 37 07 04 must be provided with your certificate and shall state as follows: **“The Johnson County Board**

of Commissioners and its affiliates, including all divisions and subsidiaries shall be named as an Additional Insured on a primary and non-contributory basis.”

2. **Commercial Automobile:** Comprehensive automobile liability insurance coverage (insuring all owned, leased, rented, hired, and non-owned automobiles) in an amount not less than \$1,000,000 combined single limit (CSL).
3. **Worker’s Compensation and Employer’s Liability:** Worker’s compensation statutory limits, and employer’s liability not less than \$500,000 each accident; \$500,000 disease – each employee; and \$500,000 disease – policy limit.
4. **Excess Umbrella:** Excess and/or umbrella liability in an amount not less than \$5,000,000. Excess liability must state what underlying coverage is applicable to if it is not specified in the umbrella form.
5. **Carrier Financial Ratings:** Coverage may be written with either a licensed or non-admitted company so long as the non-admitted company is: (a) listed as approved by the Indiana Department of Insurance to do business in Indiana; or (2) a carrier with a financial rating of A-, FSC VII, or better by A.M. Best.
6. **Cancellation Notice:** No revision of the standard certificate form may be made to allow any less than thirty (30) days prior written notice for cancellation of any of the aforementioned insurance policies or to process a request to delete certificate holder as described in Item 8 below as an additional insured.
7. **Certificate Holder:** The following address must always be shown regardless of where the work is to be performed:

**Johnson County Board of Commissioners
Johnson County West Annex
86 West Court Street
Franklin, IN 46131**

8. **Additional Insured; Waiver of Subrogation:** Include the following language on the certificate in the Special Provisions section with respect to all policies:

“The Johnson County Board of Commissioners and its affiliates, including all divisions and subsidiaries shall be named as Additional Insured on a primary and non-contributory basis for all policies except worker’s compensation. Insurer shall provide a waiver of subrogation in favor of the Johnson County Board of Commissioners and its affiliates, including all divisions and subsidiaries pertaining to the Commercial General Liability, Automobile Liability, and where permitted by statute, Worker’s Compensation.”

9. **Environmental Impairment and/or Professional Liability Insurance:**

Environmental Impairment and/or Professional Liability insurance shall be provided in an amount not less than \$1,000,000 per loss.

The policy shall also specifically include coverage for “hold harmless” clause (Contractual Liability) contained elsewhere in the AGREEMENT and shall appear on the certificate.

Should any coverage approach expiration during the contract period, it shall be renewed prior to its expiration date and certificates again filed with the COUNTY. Failure to renew and file new certificates with the COUNTY shall be just cause to withhold any payment until these requirements are met.

Section Ten
Subcontractors

CONTRACTOR shall not sublet any part of the work under this AGREEMENT nor assign the **CONTRACTOR’S** interest under this AGREEMENT nor any monies due the **CONTRACTOR** hereunder without first obtaining the written consent of the COUNTY. This AGREEMENT shall inure to the benefit of and shall be binding on the parties and their successors and permitted assigns. Any agreement between the **CONTRACTOR** and a subcontractor (and where appropriate between subcontractors and sub-subcontractors) shall include provisions that:

1. Preserve and protect the rights of the COUNTY herein;
2. Require that such work be performed in accordance with the requirements of the CONTRACT DOCUMENTS;
3. Require that all claims for additional costs, extensions of time, damages for delays, or otherwise with respect to subcontracted portions of the work be submitted to the **CONTRACTOR** in sufficient time so that the **CONTRACTOR** may comply in the manner provided in the CONTRACT DOCUMENTS for like claims by the **CONTRACTOR** upon the COUNTY;
4. Obligate each subcontractor specifically to consent to the provisions of this paragraph; and
5. Obligate the subcontractor to waive all rights against the COUNTY and against those for whom the COUNTY is legally liable for losses covered by insurance provided by the subcontractor to the extent the upper limits of such insurance are adequate to cover such damages.

The **CONTRACTOR** shall pay each subcontractor the amount to which the subcontractor is

entitled. In the event it appears to the COUNTY that labor, material, and other invoices incurred in the performance of **CONTRACTOR'S** work are not being currently paid, the COUNTY may take such action as it deems necessary to ensure that the money paid with any payment will be utilized to pay such invoices.

Section Eleven Termination

In the event of any default by the **CONTRACTOR**, the COUNTY shall have the right to terminate the AGREEMENT after giving the **CONTRACTOR** seven (7) calendar days' written notice of such termination. It shall be considered a default by the **CONTRACTOR** if the **CONTRACTOR** shall:

1. Fail to cure any breach of its obligations under the CONTRACT DOCUMENTS within seven (7) days after notice from the COUNTY stating generally the nature of such breach.
2. Fail to provide qualified and competent supervisors, workmen, subcontractors, or proper materials, or fail to make prompt payment therefore.

The **CONTRACTOR** shall be terminated unless the COUNTY subsequently otherwise agrees, upon the appointment of a receiver for the **CONTRACTOR** by reason of the **CONTRACTOR'S** insolvency or upon the **CONTRACTOR'S** making an assignment for the benefit of creditors or if the **CONTRACTOR** is adjudged a bankrupt. If the **CONTRACTOR** files a petition under the bankruptcy code, the AGREEMENT shall terminate if the **CONTRACTOR** or the Trustee rejects the AGREEMENT or, when not performing in accordance with the approved schedule, the **CONTRACTOR** is unable to give adequate assurance of completing the AGREEMENT in accordance with the schedule. If the **CONTRACTOR** is not performing in accordance with the AGREEMENT at the time of filing such petition, or at any subsequent time, the COUNTY may, while awaiting the **CONTRACTOR** or the Trustee to reject the AGREEMENT or to accept and provide adequate assurance of the **CONTRACTOR'S** ability to perform, avail itself of all remedies as are reasonably necessary to maintain the schedule. The COUNTY may offset all costs incurred by it in the pursuance of any of the remedies provided in the preceding sentences, together with the COUNTY'S reasonable overhead and direct job expenses incurred in pursuing such remedy or remedies including, without limitation, its attorney's fees.

If the AGREEMENT is terminated under this paragraph, the COUNTY may take possession of the premises and of all materials, tools, and appliances thereon, and finish the work by whatever methods the COUNTY may deem expedient. In such case, the **CONTRACTOR** shall not be entitled to receive any future payment until the work is finished.

If the unpaid balance of the contract price exceeds the expense of finishing the work, including compensation for additional material and administrative services, such excess shall be paid to **CONTRACTOR**. If such expenses exceed the unpaid balance, **CONTRACTOR** shall pay the difference to the COUNTY.

Section Twelve

Guaranty of Work

CONTRACTOR agrees to guarantee all work under this AGREEMENT for a period of one year from the date of final payment.

If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with this AGREEMENT, **CONTRACTOR** shall, whenever notified by COUNTY, immediately place such guaranteed work in a condition satisfactory to COUNTY and make repairs of all damage to buildings, equipment, grounds, and other property made necessary in the fulfillment of the guaranty.

If **CONTRACTOR** fails to proceed promptly to comply with the terms of any guaranty under this AGREEMENT, **CONTRACTOR** agrees that COUNTY may have such work performed as COUNTY considers necessary to fulfill such guaranty or may allow the damage or defective work to remain as it is. In the first instance, **CONTRACTOR** shall promptly pay COUNTY such sums as were expended in fulfilling the guaranty; in the second instance **CONTRACTOR** shall promptly pay COUNTY such sums of money as would have been necessary to expend to fulfill the guaranty.

Unusual wear and tear and the results of accidents not chargeable to **CONTRACTOR** or its agents do not fall within this guaranty.

Everything necessary for the fulfillment of any guaranty must be done without any expense to the COUNTY.

Section Thirteen

Wage Scales

The **CONTRACTOR** agrees that it and all of its subcontractors shall comply strictly with any wage scale determination made pursuant to Indiana law. The **CONTRACTOR** agrees further that before any work is performed pursuant to this AGREEMENT or any subcontract, a schedule of wages to be paid for the work shall be filed with the COUNTY.

Section Fourteen

Anti-discrimination Provisions

Pursuant to IC 22-9-1-10, the **CONTRACTOR** and any employee shall not discriminate against any employee or applicant for employment to be employed in the performance of work under this AGREEMENT, with respect to hire, tenure, terms, conditions, or privileges or employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this provision/covenant may be regarded as a material breach of the AGREEMENT.

Section Fifteen

Cancellation

If the COUNTY makes a written determination that funds are not appropriated or otherwise available to support continuation of this CONTRACT, the AGREEMENT shall be canceled. A determination by the County that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

Section Sixteen

Conflict of Interest

As used in this section “immediate family” means the spouse and the unemancipated children of an individual.

“Interested party” means:

- (1) The individual executing this CONTRACT;
- (2) An individual who has an interest of three percent (3%) or more of **CONTRACTOR**, if **CONTRACTOR** is not an individual; or
- (3) Any member of the immediate family of an individual under subdivision (1) or (2).

“DEPARTMENT” means the Indiana Department of Administration.

“COMMISSION” means the State Ethics Commission.

The COUNTY has the right to cancel this AGREEMENT without recourse by **CONTRACTOR** if any interested party is an employee of the County of Johnson, State of Indiana.

CONTRACTOR has an affirmative obligation under this AGREEMENT to disclose to the COUNTY when an interested party is or becomes an employee of the County of Johnson, State of Indiana. The obligation under this subsection extends only to those facts which **CONTRACTOR** knows or reasonably could know.

Section Seventeen

Debarment and Suspension

CONTRACTOR certifies, by entering into this CONTRACT, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this AGREEMENT by any federal, state, or county department or agency. The term “principal” for purposes of this AGREEMENT is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operation of **CONTRACTOR**.

Section Eighteen

Notice

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

COUNTY: Board of Commissioners of Johnson County
 Johnson County West Annex
 86 West Court Street
 Franklin, Indiana 46131

and copy to: Adam P. Gadberry
 County Attorney
 Johnson County West Annex
 86 West Court Street
 Franklin, Indiana 46131

CONTRACTOR: _____

Section Nineteen

Entire Agreement; Amendment

The written terms and provisions of this AGREEMENT shall supersede all prior verbal statements of any officer or other representative of the COUNTY and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this AGREEMENT or any CONTRACT DOCUMENTS. This instrument 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 AGREEMENT shall be effective unless the same is made in writing and signed by the parties hereto.

Section Twenty

Governing Law; Construction

1. 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.
2. All headings of sections of this AGREEMENT are inserted for convenience only, and do not form part of the AGREEMENT or limit, expand, or otherwise alter the meaning of any provisions hereof.
3. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same AGREEMENT.
4. The terms “hereof,” “herein,” and “hereunder” and words of similar import, shall be construed to refer to this AGREEMENT as a whole, and not to any particular paragraph or provision, unless expressly so stated.
5. The word “person” shall mean any natural person, partnership, corporation, and any other form of business or legal entity.
6. All words or terms used in this CONTRACT, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.
7. The provisions of this AGREEMENT are intended to be for the sole benefit of the parties hereto, and their respective successors and assigns, and none of the provisions of this AGREEMENT are intended to be, nor shall they be construed to be, for the benefit of any third party.
8. This AGREEMENT shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted.

Section Twenty-One

Attorney Fees

In the event of any litigation between the parties hereto arising out of the terms and conditions of this CONTRACT, the party prevailing in such litigation shall be entitled to have all of its costs and expenses, including reasonable attorney fees, paid by the party not prevailing in said litigation. The prevailing party shall be entitled to have judgment entered in said proceedings

for all such costs and expenses.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT at Franklin, Indiana, the day and year first above written.

Section Twenty-Two

E-Verify Program

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

Section Twenty-Three

No Investment in Iran

As required by IC §5-22-16.5, the Contractor certifies that the Contractor 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.

CONTRACTOR

COUNTY
BOARD OF COMMISSIONERS
OF JOHNSON COUNTY

By: _____

By: _____

Brian P. Baird, Chairman

ATTEST:

By: _____

Kevin M. Walls, Member

By: _____

By: _____

Ronald H. West, Member

ATTEST:

By: _____

Elizabeth A. Alvey, Auditor of
Johnson County

This Construction Contract Prepared By:
Johnson County Highway Department
1051 Hospital Road
Franklin, Indiana 46131

Approved By:
Adam P. Gadberry, County Attorney
86 West Court Street
Franklin, Indiana 46131