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ANNUAL MATERIALS REQUISITION

LaGrange County Highway Department

300 E. Factory St.
LaGrange, IN. 46761-1599
(260) 499-6359
(260) 463-7838 FAX

RE: Request for Proposals –

Send to: LaGrange County Auditor
114 W. Michigan St.
LaGrange, IN 46761

Please carefully read this entire Request for Proposal (RFP) packet, as many of the processes, instructions, rules, and item specifications have been recently modified. Submitting a proposal indicates acceptance of all such terms.

Sealed proposals must be filed with the LaGrange County Auditor on or before the hour of _____ local time on _____. **Please have all forms submitted in duplicate.**

Thank for your cooperation!

Kathryn Hopper
LaGrange County Auditor

NOTICE

Notice is hereby given that the Board of Commissioners of the County of LaGrange, (“Owner”) on behalf of LaGrange County, Indiana (“County”), makes this request for sealed proposals (RFP), in accord with Indiana Code § 5-22-9-5, for the furnishing and delivering of the following listed materials as part of the County’s Annual Materials Requisition Process.

Owner will receive the sealed proposals at the office of the LaGrange County Auditor, County Office Building, 114 W. Michigan St., LaGrange, IN 46761 until _____ at _____. Sealed proposals will also be accepted by hand-delivery at the regular meeting of the Board of Commissioners in the County Office Building until _____ at _____.

ITEM #4 LIQUID CUT BACK ASPHALT & EMULSIFIED ASPHALT

ITEM #5 BITUMINOUS PATCHING MATERIAL

ITEM #6 HOT MIX ASPHALT

ITEM #7 LIMESTONE

ITEM #7A SAND & GRAVEL

ITEM #8 PIPE (CULVERT)

ITEM #10 CALCIUM CHLORIDE

ITEM #11 PAINT BID

ITEM #26 HOURLY EQUIPMENT & LABOR RENTAL

ITEM #27C TREATED BRIDGE TIMBER

Detailed general instructions, rules, and item specifications are in the full RFP, which may be obtained either at the office of the County Highway Department, 300 E. Factory St., LaGrange, IN 46761 during its regular business hours or by email at jwitham@lagrangecounty.in.gov. All such requirements are hereby incorporated into this notice by reference.

For each item above, Owner will award the proposal that in its judgment is the most advantageous to the County. Generally, this will correspond to the proposal that offers lowest price among competing responsible, responsive Offerors. Owner reserves the right to reject any or all proposals, to waive technicalities or irregularities therein, to delete any item, and to make award to multiple Offerors for a given item. Award of a proposal is subject to all further contract negotiations.

By submitting a proposal, Offeror indicates that it has read and understood all the terms of the RFP and agrees to bind’s itself thereto.

Kathryn Hopper

LaGrange County Auditor

REQUEST FOR PROPOSALS

CONTENTS

* ANNUAL MATERIALS REQUISITION..... 1

NOTICE..... 2

Notice is hereby given that the Board of Commissioners of the County of LaGrange, (“Owner”) on behalf of LaGrange County, Indiana (“County”), makes this request for sealed proposals (RFP), in accord with Indiana Code § 5-22-9-5, for the furnishing and delivering of the following listed materials as part of the County’s Annual Materials Requisition Process..... 2

BIDDING PROCESS 4

PROPOSAL REQUIREMENTS 4

RULES FOR OFFERORS..... 5

1. Acknowledgement. 5

2. County Requisition Representatives. 5

3. Proposals. 5

4. Prices..... 5

5. Evidence of Financial Responsibility. 6

6. Invoices. 6

7. Indemnification. 6

8. Public Disclosure. 6

9. Certifications, Covenants, and Warranties..... 6

10. Protest Procedures..... 8

11. Owner’s Rights During the Requisition..... 8

12. Miscellaneous Provisions..... 9

ITEM #4 – LIQUID CUT BACK ASPHALT & EMULSIFIED ASPHALT 11

ITEM #5 – BITUMINOUS PATCHING MATERIAL..... 12

ITEM #6 – HOT MIX ASPHALT 13

ITEM #7 – LIMESTONE 14

ITEM #7A – SAND, STEEL SLAG, & GRAVEL 15

ITEM #8 – PIPE (CULVERT) 16

ITEM #10 – CALCIUM CHLORIDE 18

ITEM #11 – Annual Paint Bid..... 19

ITEM #26 – HOURLY LABOR & EQUIPMENT RENTAL..... 20

ITEM #26, EXHIBIT A..... 21

ITEM #26, EXHIBIT B – INDEPENDENT CONTRACTOR AGREEMENT..... 22

ITEM #27C – TREATED BRIDGE TIMBER..... 24

AFFIDAVIT 34

BIDDING PROCESS

Notice is hereby given that in accord with Indiana Code § 5-22-9-5 the Board of Commissioners of the County of LaGrange (“Owner”), on behalf of LaGrange County, Indiana (“County”) makes this request for sealed proposals (“RFP”) from persons willing to offer a conforming proposal (“Offerors”) regarding one or more requested items (“Item”) in the Annual Materials Requisition Process (“Requisition”), as more precisely described in this RFP through detailed requirements, rules, and specifications that set forth the minimum requirements for said Requisition. A copy of this RFP may be obtained either at the office of the LaGrange County Highway Department, 300 E. Factory St., LaGrange, IN 46761 during its regular business hours or by email at jwitham@lagrangecounty.in.gov.

Owner will receive the sealed proposals at the Office of the LaGrange County Auditor, County Office Building, 114 W. Michigan St., LaGrange, IN 46761 until _____ local time on _____. Sealed proposals will also be accepted by hand-delivery at the regular meeting of the Board of Commissioners in the County Office Building until the hour of _____ local time on _____. Such proposals will be opened at that time and place. For each respective Item, no proposal will be read aloud or made available for viewing until an award for that item has been made, to allow Owner to conduct discussions with, and obtain best and final offers from, responsible Offerors.

The factors or criteria that will be used to evaluate the proposals (collectively, “Specifications”) are listed on the respective Item pages herein. Owner will answer brief questions about the Requisition only if addressed by email to afugate@lagrangecounty.in.gov. No other discussions will be conducted with potential or actual Offerors until after the opening of proposals.

For each Item, Owner will make a respective award to the proposal that in its judgment is the most advantageous to the County. Generally, this will correspond to the proposal that offers the lowest price among competing responsible, responsive Offerors, but other factors such as availability of supply and geography may affect the decision. Owner reserves the right to reject any or all proposals (especially when not responsive), to waive technicalities or irregularities therein, to delete any Item, and to make award to multiple Offerors for a given Item.

Owner will always act in good faith throughout the Requisition. All Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. In conducting discussions with an Offeror, information derived from proposals submitted by competing Offerors will be used, but the identity of the Offeror providing the information will not be disclosed to others. Owner will provide equivalent information to all Offerors for each respective Item concerning which Owner chooses to have discussions.

A register of proposals will be prepared and open for public inspection after contract award.

PROPOSAL REQUIREMENTS

1. An Offeror submitting proposals for multiple Items shall submit a separate proposal in a separate envelope for each respective Item addressed.
2. Each proposal must be submitted in a sealed envelope addressed to the County of LaGrange, c/o Auditor Kathryn Hopper, County Office Building, 114 W. Michigan St., LaGrange, IN 46761.

The proposal envelope must clearly indicate the name, address, and telephone number of the Offeror and be marked “ Requisition” with the Item Number on the outside.

3. Each proposal shall include the Offeror’s full contact information, including, as available: Offeror’s corporate name; the full names of all agents authorized to act on behalf of Offeror; Offeror’s full address, including town/city, county, state, zip code; and Offeror’s phone number(s), fax number, and email.
4. Each proposal is to be submitted in accordance with the RFP. All questions about the Requisition or RFP shall be addressed to afugate@lagrangepcounty.in.gov and marked “ Requisition” in the subject line.
5. Each proposal must be submitted with a notarized Non-Collusion Affidavit found at the end of this RFP or otherwise obtained from the County Auditor.
6. All forms and certificates are to be completed fully and accurately and submitted in duplicate.

RULES FOR OFFERORS

1. Acknowledgement.

By submitting a proposal, Offeror agrees to, and binds itself to, all the Requisition provisions, proposal requirements, Rules for Offerors, and Item Specifications. Offeror acknowledges that it has the right and power to submit a proposal, has read and understood the terms of the RFP, has had the opportunity to consult with independent legal counsel, and has submitted its proposal voluntarily. Offeror warrants that any assertions in its proposal are true to the best of its knowledge.

2. County Requisition Representatives.

After a proposal has been awarded, the terms of the proposal shall be administered by the County Highway Department (“Highway Department”), as led by the County Highway Supervisor (“Highway Supervisor”) and County Engineer (“Engineer”). An Offeror whose proposal has been awarded shall comply with all reasonable requests of such representatives.

3. Proposals.

This RFP is not an offer to enter a contract, but merely a solicitation to potential Offerors to submit a conforming proposal to the Owner for the respective Item. No proposal may be withdrawn after the opening of proposals without the consent of Owner for a period of sixty (60) days after the scheduled time of receiving the same. Award of a proposal is subject to all subsequent contract negotiations.

4. Prices.

Unless indicated otherwise in the respective Item Specifications, the following rules concerning price proposals will control. Item Specifications anticipate a supplies contract relationship with a per-unit price proposal, except that Owner shall not be subject to any exclusivity clause. Offeror’s price proposal may either be firm or based on fluctuating market conditions. A proposal based on fluctuating market conditions must be clearly marked as such. With respect to a proposal containing a price proposal subject to fluctuating market conditions, no subsequent invoice based on that proposal may charge a higher rate without attaching proof that Offeror purchased component materials from a third party based on the higher market price. All price increases and

non-reduced prices when the market prices appear to fall will be scrutinized and may form a basis to reject a proposal in future years, among other remedies.

5. Evidence of Financial Responsibility.

No bid bond, bond, certified check, or other evidence of financial responsibility will be required or is anticipated at the proposal stage of the Requisition process. Owner reserves the right to condition award upon a requirement to provide such evidence later.

6. Invoices.

All invoices for materials or labor under an award must be timely submitted for approval at least fifteen (15) days prior to the next regularly scheduled County Board of Commissioners meeting in order to be paid. Invoices will be paid within forty-five (45) days of presentation to Owner. The amount to be invoiced to Owner shall be in accord with the terms of the awarded proposal, as may be subsequently modified by a subsequent written contract.

7. Indemnification.

Unless Offeror and Owner enter into a written contract with a provision to the contrary, by submitting a proposal, Offeror agrees to indemnify and hold harmless Owner, its officers, employees, agents, and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from a willful or negligent act or omission of the Offeror, its officers, employees, agents, and servants arising out of or relating to its proposal, the Owner's award thereof, or work done or neglected by Offeror pursuant thereto, including the delivery of any materials.

8. Public Disclosure.

All documentation and submittals provided to the Owner may be considered public documents under applicable laws and may be subject to disclosure. Offerors recognize and agree that the Owner will not be responsible or liable in any way for any losses that the Offeror may suffer from the lawful disclosure of information or materials to third parties.

9. Certifications, Covenants, and Warranties.

- A. **Inspection of Specifications.** Offeror certifies that it has thoroughly examined the Specifications, applicable Indiana Department of Transportation ("INDOT") specifications, any drawings, and all other RFP documents and has contacted Owner in writing over any questions that Offeror may have. Owner will be justified in rejecting any claim based on facts or information overlooked or neglected by Offeror based on ignorance, misunderstanding, or misinterpretation of the content of the Specifications.
- B. **Materials and Workmanship.** Offeror warrants that all workmanship, equipment, and materials covered by its proposal are new or unused and of the best grade of their respective kinds in the County area for their purpose or as otherwise noted. Offeror shall, if required, furnish such evidence as to kind and quality of materials.
- C. **Warranty of Title.** Offeror warrants that no material, supplies, or equipment shall be provided subject to any chattel mortgage or under a condition sale or other contract by which an interest therein or in any

part thereof is retained by the seller or supplier. Offeror shall warranty good title to all materials, supplies, and equipment provided, free from any claims, liens, or charges. Neither Offeror nor any person, firm, or corporation furnishing any material or labor under its proposal shall have any right to lien upon any improvement or appurtenance thereon. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the proposal when no formal contract is entered into for such materials.

- D. **Standard of Care.** If Offeror supplies labor as part of its proposal, Offeror covenants to provide its best skill and judgment in its work on the project to further the interests of the County. Offeror shall furnish efficient business administration and supervision and shall always furnish an appropriate and adequate supply of workers and materials to complete the terms of the proposal or subsequent written contract in an expeditious and economical manner. Offeror shall perform all such work in accordance with the standard of care and skill for professionals experienced in such work.
- E. **Compliance.** Offeror covenants to comply with all applicable federal, state, and local laws, INDOT and other regulations, and any respective amendments thereto. All provisions required thereby to be included herein are hereby incorporated by reference.
- F. **Arrearage of Taxes or Debts.** Offeror certifies that it is not presently in arrears in payment of taxes, permit fees, or other statutory, regulatory, or judicially required payments to the State of Indiana or the County. Offeror agrees that any payments currently due to the State of Indiana or the County may be withheld from payments due to it.
- G. **Criminal or Civil Liability.** Offeror certifies that it has no current, pending, or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana or the County, and that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into a contract by any federal agency or by any department, agency, or political subdivision of the State of Indiana, or the County. Offeror agrees that it will immediately notify Owner of any such actions.
- H. **Registration.** Offeror certifies that, unless Offeror is an individual, it is properly registered with the Indiana Secretary of State and owes no outstanding reports to a state entity. Offeror will provide evidence of such upon request.
- I. **Anti-Discrimination.** As per Indiana Code § 22-9-1-10 regarding all public contracts, Offeror covenants that neither Offeror nor any subcontractor performing work under its awarded proposal shall discriminate against any employee or applicant for employment in the performance of such proposal, with respect to his or her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his or her race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant shall be grounds to rescind an award to Offeror at any time.
- J. **Non-Collusion Proposal.** Offeror warrants that, and Owner will award this proposal upon the express warranty by Offeror that, Offeror has not, nor has any other member, representative, agent, or officer of its firm, company, corporation or partnership represented by it, employees or retained any company or person, to solicit or secure this Requisition; that Offeror has not entered into nor offered to enter into any combination, collusion, or contract to receive or pay, and that Offeror has not received or paid any fee, commission, percentage or any other consideration, contingent upon or resulting from the award of this

proposal. Breach or violation of this covenant shall be grounds for Owner to rescind an award to Offeror at any time.

10. Protest Procedures.

The protest procedures applicable to the RFP are as follows:

A. All protests will be directed to the County Auditor:

Kathryn Hopper
LaGrange County Auditor
County Office Building
114 W. Michigan St.
LaGrange, Indiana 46761

- B. Any protest based on the form or content of the procurement documents, which is or should have been apparent prior to the date established for submittal of the proposal, will not be considered if received by the person set forth above later than seven (7) calendar days prior to the specified date for receiving proposals.
- C. Protests based on any other circumstances must be received by the Auditor within five (5) business days from the date the Offeror was notified of any selection decision; however, in no event will a protest be considered if all proposals should be rejected or if the protest be received after award of the Contract.
- D. To be considered, a protest shall be in writing and shall include: (1) the name, street address, and email address of the aggrieved party; (2) the Item number of the Requisition for which the protest is submitted; (3) a detailed description of the specific grounds for the protest and any supporting legal and/or factual documentation; and (4) the specific ruling or relief requested.
- E. In computing any period of time prescribed by this procedure, the day of the act or event from which the designated period begins to run shall not be included. The last day of the period shall be included. Any document received after the close of regular business hours (8:00 a.m. to 4:00 p.m.) shall be deemed received the following business day.
- F. The Auditor will initially review the protest and may upon review: (1) act upon the protest to grant the ruling or relief requested; (2) deny the protest on the basis of information provided in the protest if the facts do not support validity of the protest; or refer the protest for review by Owner.
- G. The decision of the Auditor, if not reviewed by Owner, may be appealed to Owner. The decision of Owner is final and binding.
- H. By submitting a proposal in response to this RFP, Offeror acknowledges that it has reviewed and acquainted itself with the protest procedures herein and agrees to be bound by such procedures as a condition to submitting a bid and/or proposal.

11. Owner's Rights During the Requisition.

Owner reserves without limitation, and may exercise at its sole discretion, the following rights and conditions regarding the Requisition:

- A. to cancel the Requisition and reject any and all proposals.
- B. to waive any informality or irregularity.
- C. to revise the Requisition documents and schedule via an addendum.
- D. to reject any Offeror that submits an incomplete or inadequate response or is not responsive to the requirements of this RFP.
- E. to require confirmation of information furnished by an Offeror, require additional information from an Offeror concerning its proposal and require additional evidence of qualifications to perform the work described in this RFP.
- F. to seek or provide clarifications, or conduct discussions, at any time, with one or more Offerors, as may be further limited herein.
- G. to contact references who are not listed in the Offeror's proposal and investigate statements on the proposal and/or qualification of the Offeror and any firms or individuals identified in the proposal.
- H. to consider alternative technical concepts and/or approaches identified by Offerors.
- I. to take any action affecting the Requisition that is determined to be in the Owner's best interests; *and*
- J. to approve or disapprove of the use of particular subconsultants, subcontractors, or other agents from those identified in the proposal (such approval or disapproval shall not be unreasonably exercised).

12. Miscellaneous Provisions.

- A. **Notice.** A document, notice, demand, or communication personally delivered or properly addressed and sent by mail, certified mail, or registered mail to any party at the mailing address listed on the proposal shall constitute sufficient notice whenever written notice is required for any purpose of this RFP. Notice will be considered sent either when received at the appropriate address or deposited in the United States mail. If Offeror should change its mailing address, Offeror shall give Owner written notice within seven (7) days.
- B. **Currency.** Unless otherwise specified, all dollar amounts expressed in the RFP and Offeror's proposal refer to United States currency.
- C. **Calculation of Time.**
 - 1. **Official Time.** The official time, as established by state and/or federal law, shall be the official time within this municipality for the transaction of all municipal business.
 - 2. **Reasonable Time.** Wherever a provision of this RFP or Offeror's proposal requires or implies an act to be done in a reasonable time or requires reasonable notice to be given, reasonable time or notice shall be deemed to mean the time which is necessary for a prompt performance of such act or the giving of such notice.
 - 3. **Calculation of Days.** Calculation of time herein shall be computed by excluding the first day and including the last. Any provision specifying a certain number of days includes all intervening weekdays, weekends, and/or holidays except that, if the last day be a Sunday or a state or federal holiday, it shall be excluded from the computation.

- D. **Waiver of Breach.** The waiver by Owner of a breach or violation of any provision of this RFP or its proposal shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- E. **Governing Law.** This RFP and any proposal submitted thereto shall be governed by and interpreted in accordance with the laws of the State of Indiana. If any part or provision of this RFP conflicts with the laws of the State of Indiana, those laws shall control.
- F. **Forum.** Any action arising from, or relating to, this RFP or Offeror's proposal thereto in any way shall be brought either in the state courts located in LaGrange County or the United States District Court for the Northern District of Indiana, Fort Wayne Division. Offeror and Owner shall submit to the exclusive jurisdiction of such courts.

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LAGRANGE COUNTY HIGHWAY DEPARTMENT

LaGrange, Indiana

ITEM #4 – LIQUID CUT BACK ASPHALT & EMULSIFIED ASPHALT

RE: REQUEST FOR PROPOSALS SPECIFICATIONS FOR LIQUID CUT BACK ASPHALT & EMULSIFIED ASPHALT

FOR FURNISHING OR APPLYING OR BOTH
AMOUNT-3000 TONS OR LESS

Offerors must be prepared to furnish any of the above materials on a 24-hour notice from the Highway Supervisor or Engineer to any designated point on any road in the County. All material is to meet State specifications for that type and kind of material (as set up by INDOT).

The Highway Department reserves the right to sample any liquid asphalt when a material furnished by the supplier does not (in the opinion of the Highway Department) produce the desired results, at any time it deems necessary. Said samples shall be submitted to an independent testing laboratory for analysis and report. The expense of such a test to be paid by the Highway Department, if the material conforms to the specifications. The supplier will pay the test cost in the event of failure to pass specifications. The supplier will be required to furnish additional material, or to compensate the Highway Department for all damages and costs due to the failure of his material.

Demurrage will be charged after three (3) hours.

LAGRANGE COUNTY HIGHWAY DEPARTMENT
LaGrange, Indiana

ITEM #5 – BITUMINOUS PATCHING MATERIAL

RE: PROPOSAL SPECIFICATIONS FOR BITUMINOUS PATCHING MATERIAL

2,500 tons or less of bituminous patching material to be loaded in Highway Department trucks at plant, as ordered by the Highway Supervisor or Engineer.

A picked-up price, loaded in Highway Department truck.

A delivered price to the Highway Department North Lot, 711 N Walnut St, LaGrange, IN 46761.

LAGRANGE COUNTY HIGHWAY DEPARTMENT
LaGrange, Indiana

ITEM #6 – HOT MIX ASPHALT

RE: PROPOSAL SPECIFICATIONS FOR HOT MIX ASPHALT

HMA on this proposal is for the use of Highway Department.

All unit prices quoted for mixtures are for material furnished and loaded into Highway Department trucks at the offeror's plant or storage yard. The exact location of the plant, storage yard, or specified site is to be indicated on submittal or indicated when the order is placed. Also, the opening and closing dates of each plant or storage yard are to be indicated.

All materials furnished shall comply with applicable provisions of the current INDOT Standard Specifications and current supplemental specifications.

All materials not meeting the current Indiana Standard Specifications will not be paid for. Those materials may be picked up and removed by the supplier at his expense or left at location. In addition, all materials not meeting the current Indiana Standard Specifications and placed may have additional charges added for labor and equipment used during placement and/or removal.

All mixing plants, scales, and stockpiling procedures shall be in accordance with the stated Standard Specifications and approved by the Indiana Department of Transportation, Division of Materials and Tests.

All materials proposals shall be available on a day-to-day basis, after receipt of the Purchase Order, in quantities up to 1,200 tons per day or as ordered by the Highway Supervisor, Engineer, or his/her authorized representative. If it is foreseen that any material proposal will not be available, written notification must be given to the Highway Department at least 30 days prior to the date of unavailability.

All loads shall be weighed on certified scales at the point of pick-up. Weight Ticket, Form I.C. 599, shall be completed and signed by the weigh person and the person receiving the material.

Prices quoted on this proposal shall prevail for the 12-month period beginning January 1, to December 31, .The offeror may not be required to furnish materials for open and purchase orders after December 31,

Purchase orders, payments, and correspondence should be directed to: LaGrange County Highway Department at 300 E. Factory St., LaGrange, IN 46761.

**LAGRANGE COUNTY HIGHWAY DEPARTMENT
LaGrange, Indiana**

ITEM #7 – LIMESTONE

RE: PROPOSAL SPECIFICATIONS FOR LIMESTONE

INDOT SPECIFICATIONS

4,000 tons #2, #11, #53, & #73 Limestone
2,000 tons Rip Rap

Loaded in Highway Department Trucks - FOB producer's plant.

State location of plant.

A delivered price to the Highway Department Gravel Pit, 7605 East 400 South, Wolcottville, IN 46795.

**LAGRANGE COUNTY HIGHWAY DEPARTMENT
LaGrange, Indiana**

ITEM #7A – SAND, STEEL SLAG, & GRAVEL

RE: PROPOSAL SPECIFICATIONS FOR GRAVEL & SAND

INDOT SPECIFICATIONS

- 20,000 Tons #12, #53, & #73 Gravel
- 10,000 Tons Commercial 11 Slag
- 4,000 Tons #11 Gravel
- 4,000 Tons #9 Gravel
- 4,000 Tons #8 Gravel
- 3,000 Tons DuraBerm
- 3,000 Tons #23 Sand

Ice Control Sand **does not** have to meet INDOT specifications.

Loaded in Highway Department Trucks - FOB producer's plant.

State location of plant.

A delivered price to the Highway Department Gravel Pit, 7605 East 400 South, Wolcottville, IN 46795.

**LAGRANGE COUNTY HIGHWAY DEPARTMENT
LaGrange, Indiana**

ITEM #8 – PIPE (CULVERT)

RE: PROPOSAL SPECIFICATIONS FOR PIPE (CULVERT)

5,000 feet or less corrugated steel culvert pipe, pipe arch galvanized and bituminous coated: Quote unit prices per lineal foot on sizes to include 12” - 96” diameter; corrugated steel pipe arch with sizes to include 18” span X 11” rise up to 115” x 71” rise. The lapped longitudinal seams shall be factory riveted or secured by an approved spiral winding process.

1000 feet or less corrugated polyethylene (smooth interior) pipe: State unit price per lineal foot on sizes 12” - 36” diameter.

Delivery time and availability of materials are to be listed and considered as a part of the proposal. Proposal must state location where drainage products will be manufactured. The proposal must be complete for all items and types of materials to be delivered and unloaded as specified by the County Highway Supervisor or Engineer. Prices are to be proposed firm and net for the year.

METAL PIPE:

Structural plate pipe, pipe arches and arches: State unit prices per lineal foot on cooper bearing steel, galvanized, with 14 and 16 gauges, unassembled and delivered as designated within said county. The pipe arch size to include 6’1” span x 4’7” rise up to 20’7” span x 13’2” rise the structural plate pipe size to include 60” diameter up to 216” diameter.

All material must be fabricated from 100% prime domestic steel and must meet all Federal and Indiana Department of Transportation specifications. Offerors are to file with their proposal, certified analysis for the materials they purpose to furnish the county.

In additional to compliance with the details of construction as specified above, the completed pipe shall show careful finished workmanship in all particulars, or it shall be cause for rejection of pipe. Each 2 to 5 feet of sheets or cut lengths shall be identified by showing the name of the sheet manufacturer.

The culvert pipe, on which the metallic coating shows defective workmanship, shall also be cause for rejection. This requirement applies not only to an individual pipe but will be cause to reject the entire shipment as a whole.

POLYETHYLENE PIPE:

All extruded pipe material and blow molded couplings must be manufactured from virgin high - density polyethylene resin conforming to ASTM D3350, Cell Classification 324420C. Rotationally molded pipe couplings must be manufactured from virgin high - density polyethylene resin conforming to ASTM D3350, Cell Classification 213320C. The pipe material must conform to the most current revision of AASHTO M294 and shall be Type S (smooth interior). Offerors are to file with their proposal, notarized certifications for the materials they propose to furnish.

**LAGRANGE COUNTY HIGHWAY DEPARTMENT
LaGrange, Indiana**

ITEM #10 – CALCIUM CHLORIDE

RE: PROPOSAL SPECIFICATIONS FOR CALCIUM CHLORIDE APPLIED TO LAGRANGE COUNTY ROADS

For 38% & 42% Calcium Chloride delivered to LaGrange County in transport loads and applied to LaGrange County roads by computer-controlled applicator.

38% Price per gallon is \$ _____ for up to 250,000 gallons.

42% Price per gallon is \$ _____ for up to 250,000 gallons.

State source and location of manufacturer.

Each load must have a certified weight ticket.

Each load will be subject to testing.

LAGRANGE COUNTY HIGHWAY DEPARTMENT

LaGrange, Indiana

ITEM #11 – Annual Paint Bid

Company Name: _____

				Under 150,000 LFT	Over 150,000 LFT
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	UNIT PRICE
1A	4" Solid White Paint	LFT	1	\$	\$
2A	4" Solid Yellow Paint	LFT	1	\$	\$
3A	4" Skip Yellow Paint	LFT	1	\$	\$
4A	Stop Bar Marking (Paint)	LFT	1	\$	\$
5A	Turn Arrow Marking (Paint)	EA	1	\$	\$
6A	RXR Crossing Marking (Paint)	EA	1	\$	\$

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	UNIT PRICE
1B	4" Solid White Epoxy	LFT	1	\$	\$
2B	4" Solid Yellow Epoxy	LFT	1	\$	\$
3B	4" Skip Yellow Epoxy	LFT	1	\$	\$
4B	Stop Bar Marking (Epoxy)	LFT	1	\$	\$
5B	Turn Arrow Marking (Epoxy)	EA	1	\$	\$
6B	RXR Crossing Marking (Epoxy)	EA	1	\$	\$
7	T- Marking	MILE	1	\$	\$
8	Mobilization	LS	1	\$	\$

LAGRANGE COUNTY HIGHWAY DEPARTMENT
LaGrange, Indiana

ITEM #26 – HOURLY LABOR & EQUIPMENT RENTAL

RE: PROPOSAL SPECIFICATIONS FOR HOURLY EQUIPMENT & LABOR: CRANE, DOZER, FRONT LOADER, BACKHOE, PAVER, TRACTORS WITH FRONT BLADES, SNOWPLOW, ETC.

Use of the enclosed Equipment & Labor Rental Proposal Form is recommended, but all proposals must contain the following information for each service offered:

TYPE OF MACHINE: Crane, dozer, backhoe, etc.

SIZE OF MACHINE: Including size of bucket, etc.

HOURLY RATE: The figure listed must include all necessary equipment and labor for the service proposed.

Also, the same information to be listed on snow emergency and other equipment for hire.

EACH PROPOSAL MUST INCLUDE:

1. Owner and operator's proof of insurance.
2. The LaGrange County Annual Equipment & Labor Rental Proposal Form (or a substantially similar form with all the same requested information) – See Exhibit A.
3. The signed Independent Contractor Agreement – see Exhibit B.

ITEM #26, EXHIBIT A

LaGrange County Annual Equipment & Labor Rental Proposal Form

Instructions: Please complete as fully and accurately as possible. Use another sheet as necessary.

Company Name			
Authorized Agent			
Address Line #1			
County		City/Town, State	Zip Code
Email		Phone	Fax
#	Service	Machine Type & Size	Hourly Rate
1			
2			
3			
4			
5			

ITEM #26, EXHIBIT B – INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the “**Agreement**”) is entered into between the Board of Commissioners of the County of LaGrange on behalf of Lagrange County, Indiana (“**County**”) and _____ (hereinafter referred to as “**Independent Contractor**”).

NOW THEREFORE, for value and in consideration of the mutual promises hereinafter contained, the parties agree as follows:

1. **INDEPENDENT CONTRACTOR’S DUTIES.** Independent Contractor shall provide equipment rental and/or labor (collectively, “**Services**”), as requested by the County Highway Department, and as the Department so directs. Independent Contractor shall also maintain liability insurance and inform County as to the equipment that will be used when performing his or her duties.
2. **COMPENSATION.** In exchange for the performance of the Services, Independent Contractor shall be paid a rate equal to its proposal made in response to the County’s respective annual Request for Proposals, which are hereby incorporated by reference. Independent Contractor understands that in some years its Services shall not be requested at all, and that no compensation shall be due.
3. **COSTS.** The County shall not be responsible for any costs incurred by Independent Contractor.
4. **TAXES.** Independent Contractor shall be solely responsible for and shall pay any taxes imposed on the performance of Services or the payment for such Services.
5. **INSURANCE.** Independent Contractor shall carry, and pay for, liability insurance with a minimum combined single limit of liability of at least One Million Dollars (\$1,000,000.00) protecting the County against all liability for Independent Contractor’s actions.
6. **WARRANTY.** Independent Contractor warrants that he or she holds and shall maintain all licenses and bonding necessary for the fulfillment of his or her duties under this Agreement.
7. **TERM AND TERMINATION.** This Agreement begins on the date that it is executed and shall last one (1) year. If this Agreement has not been previously terminated, it shall automatically renew for successive one-(1)-year periods. However, this Agreement has no effect if Independent Contractor has not maintained the necessary liability insurance covering work to be performed during that term and provided proof of such to the County. Notwithstanding anything to the contrary, either party may terminate this Agreement for any reason at any time, with or without cause, upon written notice.
8. **INDEMNITY AND HOLD HARMLESS.** Independent Contractor agrees to indemnify and hold harmless Owner, its officers, employees, agents, and servants from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney’s fees resulting from a willful or negligent act or omission of the Independent Contractor, its officers, employees, agents, and servants arising out of or relating to this Agreement.

9. **ASSIGNABILITY.** This Agreement is not assignable by Independent Contractor, except with the express written consent of the County.
10. **INDEPENDENT CONTRACTOR STATUS.** Neither Independent Contractor nor its subcontractors or employees are employees of the County and are not eligible for any County employee benefits.
11. **EMPLOYMENT ELIGIBILITY VERIFICATION.** Independent Contractor affirms it does not knowingly employ unauthorized aliens. Independent Contractor shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in Indiana Code 22-5-1.7-3. Independent Contractor is not required to participate should the E-Verify program cease to exist. Independent Contractor shall not knowingly employ or contract with a person whom Independent Contractor learns is an unauthorized alien. Independent Contractor shall require all its subcontractors and sub consultants, if any, who perform work under this Agreement to certify to Independent Contractor that it does not knowingly employ or contract with unauthorized aliens and that it has enrolled and is participating in the E-Verify program. However, the subcontractor is not required to participate if the subcontractor is self-employed and does not employ any employees. Independent Contractor agrees to maintain this certification requirement throughout and during the terms of its contract with a subcontractor.
12. **ANTIDISCRIMINATION.** As per Indiana Code § 22-9-1-10 regarding all public contracts, Independent Contractor warrants that neither Independent Contractor nor any subcontractor performing work under this Agreement shall discriminate against any employee or applicant for employment in the performance of such Agreement, with respect to his or her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his or her race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

This Agreement is hereby executed as of this ____ day of _____, 20 ____.

“Independent Contractor”

**The Board of Commissioners of the
County of LaGrange, Indiana (“County”)**

Signature

Attest: _____ President

Print Full Legal Name

Auditor

Address

ITEM #27C – TREATED BRIDGE TIMBER

LAGRANGE COUNTY HIGHWAY DEPARTMENT
LaGrange, Indiana

RE: TREATED BRIDGE TIMBER

Name: _____

Address: _____

“PROPOSAL SHEET”

- 1) Treated Timber Bridge Planking.....\$ _____/MFBM
- 2) Treated Timber Box Culverts..... \$ _____/MFBM
- 3) Treated Timber Laminated Deck Panels.....\$ _____/MFBM
- 4) Copper Naphthenate Pressure Treated Bridge Timbers..... \$ _____/MFBM
- 5) Copper Naphthenate Pressure Treated Timber Deck Components.....\$ _____/MFBM
- 6) Bulk (Salt) Storage Building Package Components.....\$ _____/MFBM
- 7) Galvanized Attaching Hardware For Above.....\$ _____/LBS
- 8) Treated Timber Piling..... \$ _____/LFT
- 9) Local Preliminary Engineering Firm to be utilized for
Site Survey & Design Plans _____

All materials to be pressure treated to meet or exceed the specifications and standards established for the LaGrange County Highway Department (“Department”), the Indiana Department of Transportation (“INDOT”), and American Association of State Highway and Transportation Officials (hereinafter referred to as AASHTO).

The proposals shall include all treated timber materials cut and drilled prior to treatment and pre-assembled to the extent possible for ease of installation. Any of the above materials to be F.O.B. Car, Other Vehicle, or delivered for unloading by the Department at such locations within LaGrange County, Indiana; and, in such manner as may be specified by the Department. Site surveying and design plan fees shall be in addition to the above unit prices and shall be site specific fees. Fees for such preliminary engineering shall be included in each individual purchase order upon award of the proposal as determined necessary for each project site.

The Offerors attention is directed to the fact that all proposals must be made on this proposal sheet and failure to use this sheet may be cause for rejection of their proposal.

The following specifications are minimum requirements of the Department for the following items:

TREATED TIMBER BRIDGE PLANKING
TREATED TIMBER BOX CULVERTS
TREATED TIMBER LAMINATED DECK PANELS
COPPER NAPHTHENATE PRESSURE TREATED BRIDGE TIMBERS
COPPER NAPHTHENATE PRESSURE TREATED TIMBER DECK COMPONENTS
SALT STORAGE BUILDING PACKAGE COMPONENTS
GALVANIZED ATTACHING HARDWARE FOR ABOVE

TREATED TIMBER BRIDGE PLANKING:

All materials shall meet the requirements as herein specified and where not herein specified shall be in accordance with INDOT's 2012 Standard Specifications, Section 712 "Timber Structures," and Section 911.02 "Treated Lumber." Wherever creosote treatment is listed in the Standard Specifications, it shall be substituted with copper naphthenate treatment for field cuts abrasions or drilled holes.

TREATED TIMBER BOX CULVERTS AND LAMINATED DECK PANELS:

DESIGN: All Vehicular Structures shall be designed for HS-20-44 Loading for Strength and L/500 for Live Load Deflection Criteria.

MATERIAL:

- a) Lumber - All lumber used in the construction of deck panels shall conform to the requirements set for the in the current INDOT & AASHTO Standard Specifications.

Treated timber shall meet the requirements specified in INDOT's 2012 Standard Specifications, Section 911.02, with the following additions and exceptions:

All timber material shall be stress grade West Coast Douglas Fir Lumber, No. 1 or Better, as required by the design, but no less than No. 1 or Better.

All surfacing shall be S4S to standard sizes. All cutting, framing, boring, and assembly, shall be done prior to treatment, and Certification of such shall be furnished by the Manufacturer prior to delivery of any material. The individual laminae shall be assembled into panel sections using 3/8" diameter steel dowel spaced not greater than three (3) foot center-to-center. Laminated deck panels shall be 4", 6", or 8" nominal size in thickness, with width and length to be determined at the time of placing order.

All lumber shall be Pressure-Treated by the "Empty Cell Process" using copper naphthenate and conform to the requirements of the American Wood Preservers Association "Standard Specifications for copper naphthenate, with a minimum retention of 0.076 pounds of preservative per cubic foot of wood treatment.

- b) Hardware – Bolts used for assembling sections shall be formed of rolled steel rods of structural grade and of such length as to properly grip the laminae composing the sections. Heads and nuts of bolts shall be recessed into the lumber, so they do not interfere with placement of adjacent panel sections.
- c) Fasteners – Fasteners used to connect the deck panels to bridge floor beams shall be manufactured from A151 1065 steel, Aus tempered to a minimum core hardness of 50-54rc. Typical tensile strength is to be no less than 270,000 psi; typical shear strength is to be no less than 270,000 psi. The standard finish for all fasteners is to be zinc plating to a minimum thickness of 0.0002" and passivated with a supplemental clear chromate finish which meets the requirements of federal specification QQ-Z-325B. Fasteners are to be no less than 4" in shank length, 11/64" in shank diameter, and 3/8" in head diameter.

**TREATED TIMBER MATERIALS–BRIDGE &/OR SALT STORAGE BUILDING
PACKAGES:**

Copper Naphthenate Pressure Treated Bridge Timbers
Copper Naphthenate Pressure Treated Timber Deck Components
Salt Storage Building Package Components
Galvanized Attaching Hardware

DESIGN SPECIFICATIONS:

The design load capacity for vehicular bridges shall be HS-20-44 truck loading for strength and L/500 for Live Load Deflection Criteria, and in accordance with all other requirements of the current INDOT/AASHTO Standard Specifications. A minimum of one set of design drawings, signed by a registered Indiana Professional Engineer, shall be provided, certified and sealed by same, and submitted within 21 days of notice to proceed and receipt of site design plans showing the bridge site details, including structure size. They shall be specific in detail and dimensions on 11” x 17” sheets. An itemized “Bill of Materials” showing in detail all materials used for the complete package (including all treated timber items, piles, nuts, bolts, cable, cable clamps, drive spikes, drift pins, etc.), as required, will also be submitted with each sealed quotation. The Offeror shall also employ a local Indiana Registered Professional Engineering Firm that is familiar with the Department to provide site survey, site design, hydrology and hydraulic analysis of the existing and proposed bridge structure and proposal specifications adequate for the Department to publicly requisition the construction of the project in accordance with State Requisition Laws. The preliminary design shall be adequate to submit all environmental agency permits and the local Indiana Registered Professional Engineering Firm shall supply all permit applications and undertake all requirements of acquiring such permits on behalf of the Department. The Offeror shall list the local Indiana Registered Professional Engineering Firm that will be utilized for this work on their proposal sheet and shall provide additional information on this Firm with their proposal.

MATERIAL SPECIFICATIONS:

A) TIMBER:

- 1.) All Timber shall comply with the Standard Specifications for Treated Timber Bridge Materials. All timber, with the exception of piling, shall be West Coast Douglas Fir Species, and in accordance with the terms of ASTM-9; meet the Stress Grade requirements under the Rules developed from ASTM D-245 – “Methods for Establishing Structural Grade of Lumber; and the Nomenclature in ASTM D-1165. All timber materials shall comply with the Standard Grading and dressing Rules for West Coast Lumber Inspection Bureau and the Standard Grading Rules for Western Lumber in conformance with the basic provisions of ASTM D-245. The Manufacturer shall submit a certificate of Compliance to the provisions of ASTM D-245, for all Timber members incorporated into the structure, as required by the County. All Structural Timber and Lumber shall conform to the “Full Cut” dimensions as specified for either “Rough” or “Surface” Stock.
- 2.) The Offeror **shall** be regularly engaged in the business of Design, Fabrication, Preservative Treatment, and Production of these Pre-Engineered, Prefabricated Pressure-Treated Timber Bridges, Culverts, and Salt-Storage Building Packages; be a qualified licensee of the American Institute of Timber Construction (AITC); and be able to furnish independent records or references of competence and satisfaction of this fact, as required by the County. The Offeror shall submit a listing of at least five similar projects in the Midwest that have utilized this type of bridge package and treated lumber completed in the last 10 years and a list of Indiana References that the Department may contact to ensure the Offeror is regularly engaged in projects of this nature. Failure to submit such project listing and references shall be cause for disqualification of the proposal.
- 3.) All Deck Timber shall be graded as per the West Coast Lumber Inspection Bureau 1991 Grading Rules, revised January 2004. All other Timber shall be graded as per 2004 National Design Specifications for Wood Construction by the American Forest and Paper Association (AF&PA).

- (a) All Deck Timber shall be Dowel-Laminated, West Coast Douglas Fir-Larch, Dimension Lumber, Minimum No. #1 Grade or better, as required by the design.
 - (b) Timber Guard Rail, when ordered as AASHTO Performance Level PL-1 (TL-2), shall be Glu-Laminated Douglas Fir, Combination Symbol #24P-V8 DF/DP, and shall comply with the FHWA Crash-Test Standard PL-1 (TL-2). Timber Guard Rail Members shall be Glu-Laminated Douglas Fir, Fb=2, 400psi E = 1,800,000 psi. Rail posts shall be Beams and Stringers, Dense Select Structural Grade. Curbs and Scuppers shall be Beams and Stringers No. #1 Grade. All components of the Guard Rail Packages must be certified as being in conformance with FHWA Standard Specifications for PL-1 Crash-Tested Guard Rail Systems, and a Certificate of Compliance provided by the Bridge Manufacturer, as required by the Department.
 - (c) All Rail Post Timber shall be Douglas Fir-Larch Beams and Stringers, Dense No. #1 Structural Grade.
 - (d) Curbs and Scuppers shall be Douglas Fir-Larch Beams and Stringers, No. #1 Grade.
 - (e) Pile caps to be Douglas Fir-Larch, Posts and Timbers, No. #1 Grade.
 - (f) Balance Timber shall be Douglas Fir Larch No. #2 Grade or better.
 - (g) Shear stress shall be modified in accordance with length of split on wide face.
- 4.) FRAMING: All Timber shall be accurately cut and framed to a close fit. All cutting, framing, and boring of treated timber shall be done prior to treatment, insofar as practical. The Offeror shall supply Copper Naphthenate treatment for all field cuts and drilled holes that will be necessary for field treatment, as part of the proposal package.

B) LONGITUDINAL DECK:

- 1.) All decking plans shall be smoothed one surface (S1S), to ensure that no less than 90% of assembled surfaces are in contact with each other. Planks shall be pre-drilled prior to treatment, for acceptance of 3/8 inch diameter by 15 inch long Hot-Dipped Galvanized Ring Shank Dowels used to assemble the deck panels. (Ring Shank Dowels shall conform to the specifications as outlined under “Fasteners” herein.)
- 2.) Deck panels shall be Shop-Assembled with the Hydraulic Mechanical Press Procedure, so as to ensure that all 3/8 inch by 15-inch Ring-Shank Dowels are simultaneously driven with equal force, and in order to also ensure that all heads finish flush with the surface of the timber plank. Design drawings shall show the doweling diagram of each deck panel, with center-to-center placement of the Ring-Shank Dowels as required by design standards. Certification of the entire pre-drilling and assembly process, as described herein shall be provided by the Bridge Manufacturer before final design is accepted, as required by County. The Offeror shall submit information with its proposal on their hydraulic mechanical press facilities for proof to the Department that they can meet this specification.
- 3.) The deck shall be panelized in approximately six-foot wide sections, and be pre-drilled prior to treatment, fabrication and delivery, and be fitted with lifting-lug hardware, provided by the Manufacturer, suitable for a standard mobile crane capable of lifting no less than seven tons, a distance of twenty feet from the center of each span to the most forward part of such a crane.

C) FASTENERS/HARDWARE:

- 1.) Fasteners/Hardware. All fasteners/hardware such as dowels, nails, cable clamps, nuts, bolts, washers, split-ring connectors etc., shall be Hot-Dipped Galvanized, in accordance with INDOT Standard Specifications, Section 910; and AASHTO Specification M232.
 - (a) Split Ring Connectors. Split Rings of 2-1/2 inch and 4-inch diameter shall be manufactured from Hot-Rolled Carbon Steel, conforming to

- (b) SAE Grade 1010. Each Ring shall form a closed true circle, with the principal axis of the cross section of the ring metal parallel to the geometric axis of the ring. The metal section shall be beveled from the central portion toward the edge to a thickness less than mid-section. One tongue and slot cut shall be provided in the circumference.
- (c) Structural Timber and Lumber specified in the plans to receive a Split Ring Connector, shall be match grooved in each member to a minimum depth equal to one half of the depth of the split ring, with a maximum over-depth cut not exceeding 1/8 inch.

2.) Washers:

- (a) Unless a Dome Head Bolt or approved equal is used, all bolt heads or tightening nuts in contact with Structural Timber and Lumber, shall have a washer of sufficient thickness and bearing area, to ensure a minimum deformation of the contacted surface when tightened, to develop not more than the maximum allowable tensile stress of that bolt.
- (b) Bolt heads or tightening nuts in contact with metal surfaces, shall have a cut washer or approved equal, placed between the bolt head or nut and the metal surface.
- (c) Unless otherwise determined by the structural purpose of any fastener needing a washer, the washer shall be made from ASTM A-36 Grade Steel.

D) PRESERVATIVE TREATMENT:

- 1.) Preservative Treatment of Structural Timber and Lumber shall be by the Empty-Cell Pressure Process, In accordance with the requirements of the Specifications for Preservatives and Pressure Treatment Process For Timber, AASHTO Designation M-133 (AWPA C14 and C2), with

copper naphthenate. The minimum quantity of preservatives retained shall be as per current INDOT/AASHTO Standard Specifications.

2.) All Douglas Fir Material shall be incised prior to treatment.

3.) So far as is practical, all a dazing, boring, chamfering, framing, gaining, mortising, surfacing, and general framing, etc., shall be done prior to treatment.

E) PILING:

All test piling shall be delivered with structure, with balance of piling to be furnished in appropriate lengths as per final design. All timber piles shall be creosote-pressure or copper naphthenate pressure treated and be as specified in current INDOT Standard Specifications.

F) CERTIFICATION REQUIREMENTS:

Supplier shall, as required by the Department, furnish three (3) copies of an affidavit in which a Professional Engineer registered in the State of Indiana has sworn before a Notary Public that he or she has personally inspected the materials as to species and grade, their treatment, the fabrication of structural members as required, and that these materials have all been treated and fabricated in accordance with, and that all the materials in the complete package comply with these specifications and INDOT/AASHTO Standard Specifications. Delivery of the signed affidavit and acceptance of the Certified Design Drawings must precede any order to proceed from Department. These Pre-Engineered, Prefabricated, Copper Naphthenate-Pressure Treated Timber Bridge packages will be complete and must be delivered to the site by a Manufacturer who is engaged in the business of design, fabrications, treatment, and furnishing of such pressure-treated, federally approved structures. Bridge packages shall include sealed Design Drawings, certified and signed by a Professional Engineer, registered in the State of Indiana, certifying that, the design and all components, when assembled as a completed Bridge Package, shall meet current INDOT/AASHTO design Standards for HS 20-44 loading. The Bridge Manufacturer shall also provide, as necessary, a capable local technical sales engineer that is a Certified Professional Engineer in the State of

Indiana who shall be present for at least two (2) consecutive days at the start of construction and at any other times when called upon, during the duration of the construction project to provide technical construction assistance as necessary on the project. All fees shall be included in the annual proposal prices submitted by the Offeror.

G) HANDLING AND SHIPPING:

The entire structure including piling shall be shipped directly to the job site, or as directed by the Department, for storage in such a manner as to cause no damage to the members of any of the components. The Department shall be notified forty-eight (48) hours prior to delivery. The supplier shall furnish the necessary blocking to prevent any of the materials from being placed directly on the ground. All shipping and handling, except for unloading of the materials at the project site, shall be included in the unit price for each item.

H) GUARANTEE:

The Offeror shall guarantee that any materials or workmanship which proves defective within twenty (20) years after date of completion and acceptance shall be replaced by them or made good without charge to the Department. This guarantee shall be in addition to the Insurance provided by the Manufacturer, covering both the design and component materials provided, in the amount of not less than Two Million Dollars (\$2,000,000.00) General Liability Insurance coverage. Such certificate of insurance shall be submitted with the Proposal.

AFFIDAVIT

I, the undersigned agent of the firm, company, corporation, or partnership (collectively, "entity") represented below, concerning the LaGrange County Annual Materials Requisition, affirm under the penalties for perjury that all the following statements are true to the best of my knowledge.

Neither I, nor any other representative, member, or agent of the entity, has entered any combination, collusion, or agreement with any person 1) relative to the price to be offered by anyone; 2) nor to prevent any person from making an offer; 3) nor to induce anyone to refrain from making an offer. The proposal submitted herewith is made without reference to any other offer or agreement. Further, no person, firm, or corporation has received, is receiving, or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of any such offer or agreement.

I acknowledge that I have the right and power to submit the proposal attached hereto on behalf of the entity below, that I have fully read the request for proposals, that I have understood its terms, and that any assertions in response thereto are true to the best of my knowledge, that I have had an opportunity to consult with independent legal counsel, and submitted the proposal voluntarily.

Company: _____

Representative and Title: _____

Signature: _____

STATE OF _____)

COUNTY OF _____)

Witness my hand and notarial seal this _____ day of _____, 20__.

Notary Public: _____

Signature: _____

My Commissions expires: _____, Resident of _____ County.