



## **NOTICE TO BIDDERS**

### **City of Evansville, Vanderburgh County**

Owner: **City of Evansville, Department of Metropolitan Development**

Project/Work: **BEP-19-12-01: Removal of Unsafe Structure(s) Property Demolition**

Notice is hereby given that City of Evansville, Board of Public Works acting on behalf of the City of Evansville Department of Metropolitan Development will receive sealed bids for the above described "Project/Work" in Room 306 of the Civic Center Complex, One NW MLK Jr Blvd, Evansville, IN 47708 until 1:30 PM on Thursday, May 30, 2019. Commencing as soon as practicable thereafter on the same date bids are due, such bids will be publicly opened and read aloud in Room 301 of the Civic Center Complex. No late bids will be accepted.

All vendors must be licensed to perform demolition and general construction work in Vanderburgh County, Indiana.

All Bidders must be registered to perform work with the City of Evansville five (5) business days prior to bid date. This is a self-serve process that can be accessed at:

<https://selfservice.evansville.in.gov/MSS/Vendors/default.aspx>.

A Bid Bond or certified check in an amount not less than five percent (5%) of the amount bid must be submitted with each Bid. A one hundred percent (100%) Performance and Payment Bond will also be required of the successful Bidder.

The Work consists of, but is not necessarily limited to the following:

#### **BEP-19-12-01: Removal of Unsafe Structure(s) Property Demolition**

Contract Documents for the Project/Work have been assembled into one or more bound Project Manuals which may be examined at the following locations:

The Department of Metropolitan Development, Room 306 of the Civic Center Complex, Evansville, IN 47708 or electronically at the Department of Metropolitan Development's website:

[www.evansvillegov.org/bidding](http://www.evansvillegov.org/bidding).

This Work will be funded by the City of Evansville

An optional pre-bid meeting for discussion of the Work will be held on Thursday, May 23, 2019 at 11:00 am at the address listed below.

Civic Center Complex  
1 NW Martin Luther King Jr Blvd, Room 318  
Evansville, IN 47708

The City of Evansville reserves the right to reject any or all bids or to waive any informalities and to accept the bid which it deems most favorable to the interest of the Owner after all bids have been examined and reviewed.

# INSTRUCTIONS TO BIDDERS

Owner City of Evansville, Department of Metropolitan Development

Project/Work: BEP-19-12-01: Removal of Unsafe Structure(s); Property Demolition

Owner's Representative: Jane Reel, jreel@evansville.in.gov

Engineer: N/A

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## 1. GENERAL

- 1.1 Submission of a Bid shall constitute an unconditional agreement and acknowledgement by the Bidder to be bound by all terms and conditions set forth herein and in any of the documents assembled or referred to in the bound Project Manual of which these Instructions to Bidders are a part.
- 1.2 By submitting a Bid the Bidder agrees the bid proposal and prices(s) contained herein shall be valid for ninety (90) days from the bid opening.
- 1.3 Instructions and requirements printed on any sample form included in the Project Manual or any form not so included but required to be completed, signed or furnished by a Bidder as part of a Bid Submission or after receipt and opening of Bids shall be deemed requirements established by these Instructions to Bidders to the same extent as if fully stated herein.
- 1.4 Bidder shall be a licensed demolition or general contractor in Vanderburgh County to perform demolition work.
- 1.5 The Owner reserves the right to remove structures from this contract or, when necessary, to delay demolition. In cases of removal of structures from the contract, the total bid price shall be reduced by the bid price for the removed structure(s). The Owner shall incur no additional charges in instances of removals from contract or delay. Structures may be removed from the Bid due to reasons related to asbestos concerns, the structure has already been demolished, or for other legal reasons. If authorization for demolition is delayed for a structure, a separate notice to proceed shall be issued for that structure and the contract time for that structure shall commence upon the notice to proceed that is issued for that structure.

## 2. DEFINITIONS

- 2.1 Bidder - Any person or entity who submits a Bid.
- 2.2 Bid - A written proposal submitted by a Bidder as part of the form prescribed herein offering to perform and complete the Work and to fulfill all other requirements of the Contract Documents for one or more specified prices.
- 2.3 Bid Documents - All documents and completed forms required to be submitted by a Bidder with and as integral parts of a Bid Submission, whether or not included as sample forms assembled in the Project Manual of which these Instructions to Bidders are a part. Such Bid Documents are listed and more fully described in Instruction to Bidders, Section 5.5 hereof.

- 2.4 Bid Date - The date when Bids are to be received, opened and publicly read aloud as established by the Notice to Bidders as may be modified by Addenda.
- 2.5 Bid Submission - All documents presented by a Bidder for receipt and opening on the Bid Date.
- 2.6 Contract Documents - The Agreement and any exhibits thereto, Addenda (which pertain to the Contract Documents), Instructions to Bidders, Advertisement, Notice to Bidders, Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award), Notice to Proceed, the Bonds, the General Conditions, the Additional Requirements Section, any supplemental conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement.
- 2.7 Minority Business Enterprise (MBE) - A business which is certified as a Minority Business Enterprise by the Indiana Department of Administration (IDOA). Certifications are conducted pursuant to Chapter 49 Code of Federal Regulations, as amended, and the City Utilization Plan.
- 2.8 Owner - The Owner (City of Evansville/Vanderburgh County) acting by and through the Department of Metropolitan Development or other agency designated above.
- 2.9 Project Manual - The bound set of documents, sample forms, and Contract Documents (excluding plans and Addenda) approved by the Owner for the Work and/or Project described in the Notice to Bidders and of which these Instructions to Bidders are a part.
- 2.10 Veteran Business Enterprise (VBE) – A business which is certified as a Veteran Business Enterprise by the IDOA.
- 2.11 Women's Business Enterprise (WBE) - A business which is certified as a Women's Business Enterprise by the IDOA.

In all other respects, terms used herein shall have the meanings as stated in the General Conditions or other Contract Documents.

### **3. EXAMINATION OF SITE AND DOCUMENTS**

- 3.1 Before the Bid Date, all Bidders shall carefully and thoroughly examine and inspect all sites of the proposed Work and the various means of approach and access thereto by means of a site inspection visit, and make all necessary investigations to inform themselves thoroughly as to the facilities necessary for delivering, placing and operating the necessary equipment, and for delivering, removal and handling materials at the site, and shall inform themselves thoroughly as to any and all actual or potential difficulties, hindrances, delays and constraints involved in the commencement, prosecution and completion of the proposed Work in accordance with the requirements of the Contract Documents.
- 3.2 Bidders shall carefully and thoroughly examine the plans, specifications and other Contract and/or Project Manual Documents and shall assume the full risk of their own judgments as to the nature, quality and amount of the whole of the Work to be done, and for the price bid must assume all risk of any and all variances or

errors in any computation or statement of amounts or quantities necessary to complete the Work in strict compliance with the Contract Documents.

- 3.3 The current Owner General Conditions for Construction Contracts and Standard Terms & Conditions, are incorporated by reference as part of this bid.

#### **4. CLARIFICATIONS AND ADDENDA**

- 4.1 If a Bidder finds conflicts, errors, discrepancies or ambiguities in the Contract Documents or any sample form, or if the Bidder is in doubt as to the intended meaning of any portion or provision therein, the Bidder shall at once give written notice thereof to the Owner's Representative, at least five (5) consecutive calendar days prior to the Bid Date. No Bidder shall be allowed any extra compensation or time extension by reason of any conflict, error, discrepancy or ambiguity of which the Bidder had actual knowledge or reasonably should have known and which he/she failed to report within the period and in the manner required by these Instructions to Bidders. All questions must be submitted by email to Jane Reel at [jreel@evansville.in.gov](mailto:jreel@evansville.in.gov) no later than May 28, 2019.
- 4.2 No material changes, clarifications or interpretations of the Contract Documents will be issued except by written or graphic Addenda mailed or delivered to record holders of Contract Documents not less than one (1) day prior to the Bid Date. All such Addenda must be acknowledged by the Bidder and will become a part of the Contract Documents. The Owner will not be responsible for or bound by any oral or written interpretations or clarifications of the Contract Documents which anyone presumes to make on its behalf, except by an Addendum issued in accordance with this Section.
- 4.3 All IHCD A BLN Pre-Demolition Survey Results and Environmental Asbestos reports must be acknowledged by the bidder and will become part of the Contract Documents.

#### **5. BID SUBMISSION**

- 5.1 All Bid Documents shall be placed within a sealed envelope which shall be plainly labeled on the outside with the name and address of the Bidder along with the Project name (Blight Elimination Program) and number (BEP-19-12-01) and Due Date (**May 30, 2019**). If forwarded by mail, the sealed envelope must be enclosed in another envelope addressed to: Department of Metropolitan Development, Room 306 of the Civic Center Complex, One NW MLK Boulevard, Evansville, IN 47708, Attention: **Jane Reel, Regarding BEP-19-12-01**.
- 5.2 All Bid Documents as herein prescribed must be submitted with and as integral parts of each Bid Submission and shall be subject to all requirements of the contract documents, including drawings and these Instructions to Bidders. Bid Documents must be properly filled in and completed in every material respect and without interlineations, excisions, special conditions, qualifications or exceptions. Each Bid Document requiring a signature shall be signed by an individual duly authorized to execute such document on Bidder's behalf. A bid executed by a corporation, joint venture, or other entity with an assumed name shall have the legal and correct name thereof followed by the word "by" and the signature and title of the officer or other person authorized to sign for it.

- 5.3 Each bid submitted shall include the bid amount for each individual structure listed on the Bid Part 3. The contract for demolition of the structures will be awarded pursuant to ITB Article 7, "Bid Evaluation and Award", herein. The Allowance identified on the Part 3 form is for filling of "unforeseen" cisterns with lean concrete as identified in the Technical Specifications listed below. The demolition contractor shall provide detailed photo and written documentation, on a per parcel basis, showing location and size of cistern.
- 5.4 If a bid amount is not shown for each structure (excluding notifications of deletions) the bid may be rejected.
- 5.5 The Bid Documents to be thus submitted by each Bidder shall consist of all of the following (5.5.1, 5.5.2):
- .1 Bidder's Itemized Proposal and Declarations. A sample of this form is included in the Project Manual and must be utilized by all Bidders. Such document includes and consists of the following constituent "Parts":
    - "Part 1 - Bidder Information"
    - "Part 2 - Proposal (Bid)"
    - "Part 3 - Individual Structure Amounts"
    - "Part 4 - Contract Documents and Addenda"
    - "Part 5 - Additional Declarations"
    - "Part 6 - Non-Collusion Affidavit & Conflict of Interest"
    - "Part 7 - E-Verify Affidavit"
    - "Part 8 - Drug Testing Policy"
    - "Part 9 - Signatures"
  - .2 Bid Security in the form of a Bid Bond or Certified Check in an amount not less than five percent (5%) of the bid price. No cash or personal checks accepted. Such Bid Security shall serve as security to insure the execution of the Agreement and the furnishing of other required documents by the successful Bidder, including Performance and Payment Bonds. A sample Bid Bond form is included in the Project Manual and such form, or such other form as may be approved in advance by Owner, shall be utilized if such a bond is furnished as Bid Security. A Bid Bond shall be executed by a surety company licensed to transact such business in the State of Indiana and qualified as a surety under the underwriting limitations on the current list of "Surety Companies Acceptable on Federal Bonds," as published in the U.S. Treasury Department Circular No. 570; the Bidder shall also furnish as part of the Bid Submission a signed power of attorney establishing the authority of the person executing such Bid Bond on behalf of the surety. Bid Security shall be held until the Contract is executed with the successful Bidder. In the event that all bids are rejected, the Bid Security of all Bidders will be returned upon request. No "Annual" bid bonds, cash deposits or cashiers' checks will be accepted.
- 5.6 Bids may be withdrawn in person by a Bidder during normal hours of business prior to the time fixed for opening of Bids. In the event of a valid withdrawal of a Bid, the Bid Security of the withdrawing Bidder will be returned promptly. No Bid may be withdrawn after opening of Bids has commenced except after expiration of such period following the Bid Date as specifically provided by law, plus any extension thereof as provided

elsewhere in these Instructions to Bidders. Bidder's failure to provide all completed documentation as required in ITB Section 5.5 may result in Bid being deemed non-responsive.

- 5.7 Foreign corporations transacting business in the State of Indiana shall comply with the requirements established by I.C. 23-1-49.

## **6. POST-BID REQUIREMENTS**

Within three (3) business days of notification by Owner, the apparent lowest responsive Bidder will be required to submit additional documents and satisfy additional requirements as conditions to such Bidder being found by the Owner to be a responsible Bidder, as follows:

- 6.1 Affirmative Action Plan. The Bidder shall provide its Affirmative Action Plan and a properly completed and executed "Owner- EQUAL OPPORTUNITY COMPLIANCE" for approval by the Owner. If a Bidder has fifteen (15) or fewer employees Bidder shall submit an Affirmative Action Policy statement. Otherwise, Bidder shall submit the Indiana Plan/Affirmative Action Certification. A Bidder must submit these items unless they have previously been submitted, accepted and found to be satisfactory by IDOA Division of Supplier Diversity during the current calendar year (year of bid opening). If the Bidder has received a letter of compliance from IDOA Division of Supplier Diversity for the current calendar year, he/she should submit a copy of such letter.

- 6.2 Proof of Insurability. Contractor shall, as a condition precedent to this Agreement, purchase liability insurance in force throughout the term of this Agreement and to list the City of Evansville and all departments and agents as certificate holder in order to validate this Agreement. Insurance shall be in the following amounts:

Bodily Injury, Death or Property Damage, including fire, in the aggregate: Not Less Than \$2,000,000

Bodily Injury, Death or Property Damage, including fire, in any one (1) occurrence: Not Less Than \$1,000,000

Excess/Umbrella liability: Not less than \$3,000,000.

Worker's Compensation: Statutory limits required by Indiana law.

The insurance policy shall contain provisions that prevent the policy from being materially changed or canceled without providing the City at least fifteen (15) days prior written notice of such intended change or cancellation.

- 6.3 Surety Letter of Intent. The Bidder shall furnish a written statement or letter from a Surety company licensed to transact such business in the State of Indiana and qualified as a surety under the underwriting limitations on the current list of "Surety Companies Acceptable on Federal Bonds", as published in U.S. Treasury Department Circular No. 570 which assures the Owner that, in the event the Bid is accepted and a Contract is awarded by Owner, said Surety will execute and deliver both a Performance Bond and Payment Bond as required by the Contract Documents.

- 6.4 Joint Venture Agreement. If the Bidder is a joint venture, partnership or other combination of two or more persons or entities, the Bidder shall submit a copy of the joint venture or other agreement by which such joint venture, partnership or other association has been formed, executed by all such participating persons or entities. If the Bid is signed by less than all parties that comprise the Bidder, suitable written evidence of the authority of such signing party to bind all such parties must also be furnished.
- 6.5 M/WBE Participation Plan. Submit a letter summarizing all M/WBE subcontractor and supplier utilization using the MINORITY / WOMEN BUSINESS ENTERPRISE PARTICIPATION PLAN form.
- 6.6 The Equal Opportunity Compliance form, Attachment “A” – Bidder Information form, and an Equal Employment Opportunity Policy statement letter shall be submitted as part of the Post-Bid documentation requirements.
- 6.7 E-Verify Documentation. - The Bidder shall submit verification that it is enrolled in and participating in the E-Verify program

## **7. BID EVALUATION AND AWARD**

- 7.1 Award of the Contract will be made to the lowest, and most responsive and responsible Bidder, where the Bid is reasonable and does not exceed the funds available for the project. The Owner reserves the right to reject all Bids and may waive or allow a Bidder to correct errors, omissions or other irregularities in Bid Documents that are found not to have afforded the Bidder a substantial competitive advantage over other Bidders.
- 7.2 Evaluation of Bids shall be based on conditions at the time of the Bid opening. Bids for structures deleted from the invitation to bid prior to the Bid opening, for structures already demolished, or due to asbestos concerns, shall not be considered in determining the lowest, and most responsive and responsible Bidder.
- 7.3 The Owner shall have the right to reject any Bid if investigation of the Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations and complete the Work. Any or all Bids will be rejected if there is reason to believe that collusion exists among Bidders.
- 7.4 Patent math errors in statements of Bid prices or totals may be corrected by the Owner, in which case the corrected amounts will be used for the purpose of Bid evaluation, comparison and other award considerations. However, the Owner shall not be required to discover or correct any error or omission in a Bid and the Bidder shall assume the risk of and be bound to the consequences of any such error or omission.
- 7.5 The Owner may, at its sole option, award the Contract to a Bidder on a conditional basis to afford the Bidder additional time and opportunity to submit required documents or to fulfill other requirements. In such case, the Owner will furnish to the Bidder a notice of conditional award which will establish (i) the additional conditions to be fulfilled for the award to become effective, and (ii) the time limit within which such conditions shall be satisfied. If the Bidder fails to satisfy the conditions in the manner and within the time specified in such notice, the Owner may declare such Bidder to be non-responsible and award the Contract, conditionally or unconditionally, to another Bidder. Time limitations governing the Owner's award of the



Contract shall be extended for such additional period as may be required to effectuate the conditional award procedure set forth in this sub-section, and no Bid may be withdrawn during such period of extension.

## **8. CONTRACT EXECUTION; SUBMITTALS**

- 8.1 Within three (3) business days after the award notice, the successful Bidder shall sign and deliver at least three (3) counterparts of the Agreement, utilizing the form thereof included in the Project Manual and make delivery thereof to the Owner, along with other documents as prescribed by the Contract Documents. After execution and delivery of the Agreement and other required documents, and acceptance thereof by the Owner, the Bid Security furnished by each Bidder will be returned to the respective Bidders upon request.
- 8.2 If the Bidder fails or neglects to execute and deliver the Agreement and other required documents as prescribed by the preceding sub-section, the Bidder shall be deemed to have repudiated the Contract and thereupon the award shall be null and void; and the Bid Security provided by the Bidder shall be forfeited to and retained by the Owner as liquidated damages for such failure of the Bidder to execute the Contract, it being understood and agreed that the character and amount of actual damages sustained by the Owner cannot reliably be ascertained and measured and that the amount of the Bid Security is intended as a reasonable prospective estimate of such actual damages.
- 8.3 Concurrently with the execution and delivery of the Agreement to the Owner, or within such other period as the Owner may prescribe, the successful Bidder (Contractor) shall submit the following as conditions to the Bidder's right to proceed with and receive payment for any Work:
- .1 Proof of all required insurance coverage, a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Payment Bond as prescribed by the General Conditions or other Contract Documents. Such bonds shall be executed utilizing the sample forms included in the Project Manual or alternative forms approved in advance by the Owner. Indemnification clauses between successful Bidder and the Surety shall not be binding upon the Owner.
  - .2 Other post-bid submittals required by the Contract Documents.

## **9. LIQUIDATED DAMAGES**

- 9.1 The Contract Documents provide for the payment of liquidated damages in the event of unexcused failure by the Contractor to complete the Work within **forty-five (45)** calendar days from Notice to Proceed (Contract Completion Date). Such liquidated damages are to be assessed and recovered at the rate of \$250 per day for each structure that remains un-demolished and/or cleared, beyond the Contract Completion Date.
- 9.2 The per diem rate(s) of liquidated damages established by the preceding sub-section have been determined and are intended as reasonable prospective estimate(s) of the type and amount of actual damages which the Owner may sustain in the event of such delay(s). Submission of a Bid shall constitute an unconditional acknowledgment and agreement by the Bidder that such liquidated damages are fair and reasonable and do not and will not constitute a penalty, and that such liquidated damages may be assessed and recovered by the

Owner as against the successful Bidder/Contractor and its Surety in lieu of actual damages for delayed completion.

## **10. CHANGE ORDERS**

- 10.1 During the course of the Work, should the Owner or Bidder determine that additional work which was foreseeable is required; such work shall not be automatically awarded through change orders. However, the City of Evansville reserves the right to award additional work which was foreseeable to the original Bidder where doing so is in the best interest of the City of Evansville. All such awards are and will remain subject to necessary approvals. Change orders will be processed on a time and material basis. Allowable profit on labor and material on self-performed work will be 10% and 5% on subcontracted work. However, such award shall not exceed 20% of original bid.

## **11. MINORITY & WOMEN BUSINESS ENTERPRISE UTILIZATION**

- 11.1 The City of Evansville and Vanderburgh County is committed to achieving significant utilization of Minority and Women Business Enterprises (M/WBE) in the community's purchasing efforts. Goals have been established to provide an atmosphere of equal opportunity for all vendors to participate in procurement opportunities including the purchasing of products, services and public works contracts. (See Board of Public Safety/City of Evansville Municipal Code 3.90.110-180)

**END OF INSTRUCTIONS TO BIDDERS**

**BIDDER'S ITEMIZED PROPOSAL AND DECLARATIONS**  
**City of Evansville, Vanderburgh County**

Instructions to Bidders:

*This form shall be utilized by all Bidders. Except as otherwise specifically provided, all Parts shall be fully and accurately filled in and completed and notarized.*

Project: BEP-19-12-01: Removal of Unsafe Structure(s) Property Demolition

Date:

To: City of Evansville, Department of Metropolitan Development

**PART 1**  
**BIDDER INFORMATION**  
**(Print)**

1.1 Bidder Name:

1.2 Bidder Address: Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone #: (    ) \_\_\_\_\_ Fax #: (    ) \_\_\_\_\_

1.3 Bidder is a/an *[mark one]*:

\_\_\_ Individual \_\_\_ Partnership \_\_\_ Indiana Corporation  
\_\_\_ Foreign (Out of State) Corporation  
\_\_\_ Joint Venture  
\_\_\_ MBE \_\_\_ WBE \_\_\_ VBE

Other: \_\_\_\_\_

1.4 *[The following must be answered if the Bidder or any of its partners or joint venture parties is a foreign corporation. Note: To do business in or with City of Evansville Indiana, foreign corporations must register with the Secretary of the State of Indiana as required by the "Indiana Code 23-1-49 et seq" General Corporation Act as stated therein and expressed in the Attorney General's Opinion #2, dated January 13, 1958.]*

.1 Corporation Name: \_\_\_\_\_

.2 Address: \_\_\_\_\_

.3 Date registered with State of Indiana: \_\_\_\_\_

.4 Indiana Registered Agent: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**PART 2**  
**PROPOSAL (BID)**

- 2.1 The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described Work and Project, including any and all addenda thereto, for the total lump sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_).
- 2.2 By submitting bid the Bidder agrees the bid proposal and price(s) contained herein shall be valid for ninety (90) days from bid opening.

**PART 3**  
**CONTRACT ITEMS AND UNIT PRICING**  
**BEP-19-12-01**

Parcel Number	Address	City	State	Zip	Demolition & Abatement Cost
82-06-20-025-020.014-029	304 E Virginia St	Evansville	IN	47711	
82-06-19-026-040.010-029	319 Read St	Evansville	IN	47710	
82-05-24-030-004.016-029	701 N Tenth Ave	Evansville	IN	47712	

<b>LUMP SUM</b>	\$
<b>ALLOWANCE</b>	\$ 3,000.00
<b>LUMP SUM + ALLOWANCE</b>	\$

**PART 4**  
**CONTRACT DOCUMENTS AND ADDENDA**

- 4.1 The Bidder agrees to be bound by the terms and provisions of all Contract Documents as defined in the General Conditions and incorporates such Contract Documents herein by reference.
- 4.2 The Bidder acknowledges receipt of the following addenda:

Addendum Number

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 4.3 The Bidder acknowledges receipt of the following reports:

IHCDA-BLN Pre-Demolition Survey results & Asbestos reports

Report Address

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **PART 5**

### **ADDITIONAL DECLARATIONS**

- 6.1 Bidder certifies for itself and all its subcontractors compliance with existing laws of the City of Evansville, the State of Indiana and the United States regarding (a) prohibition of discrimination in employment practices on the basis of race, sex, disability, religion, national origin, disabled veteran status and Vietnam-era veteran status; and (b) the utilization of Minority, Women and Veteran Business Enterprises. Bidder further certifies that it (a) has formulated its own Affirmative Action Plan for the recruitment, training and employment of minorities, women and veterans, including goals and timetables; and (b) strongly encourages the use of small businesses, minority-owned businesses, women-owned businesses and veteran-owned businesses in its operation.
- 6.2 Bidder further agrees, as a condition to being found to be a responsible bidder, to provide to the awarding Agency its Affirmative Action Plan as submitted to and approved by the City of Evansville, together with any and all other documents and forms as may be prescribed to establish, confirm or otherwise fulfill requirements for Equal Opportunity Compliance.
- 6.3 Bidder certifies that it has thoroughly examined the site of the Work and informed itself fully regarding all conditions under which it will be obligated to operate and that in any way affect the Work, and knows, understands and accepts the existing conditions. Bidder further certifies that it has thoroughly reviewed the Contract Documents, including all Addenda, and has had the opportunity to ask questions and obtain interpretations or clarifications concerning Contract Documents.



**PART 6**  
**NON-COLLUSION AFFIDAVIT & CONFLICT OF INTEREST**

The individual person(s) executing this Proposal, being first duly sworn, depose(s) and state(s) that the Bidder has not directly or indirectly entered into a combination, collusion, undertaking or agreement with any other bidder or person (i) relative to the price(s) proposed herein or to be bid by another person, or (ii) to prevent any person from bidding, or (iii) to induce a person to refrain from bidding; and furthermore, this Bid Proposal is made and submitted without reference to any other bids and without agreement, understanding or combination, either directly or indirectly, with any persons with reference to such bidding in any way or manner whatsoever.

## CONFLICT OF INTEREST / FAMILIAL DISCLOSURE FORM

**Project: BEP-19-12-01: Removal of Unsafe Structure(s) Property Demolition**

**ALL BIDDERS** must complete this Conflict of Interest Familial Disclosure Form and must attach the completed form to the bid.

As the bidder, I affirm that no principal, representative, agent, employee, contractor or potential subcontractors, or other acting on behalf of or legally capable of acting on the behalf of the bidder (a "Bidder Party"), is currently an employee of the City of Evansville ("City"), any City department or a member of any City Board or Council; nor will any such person connected to the bidder be privy to any City information which may constitute a conflict of interest; or, if such a conflict or relationship does exist, I have disclosed the nature of the relationship or conflict below.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exists between a Bidder Party and any employee or member of any City Department or board.

As the bidder, I understand that completing this form and self-disclosing potential conflicts of interest does not necessarily disqualify a bidder, but aids in identifying conflicts of interests which must be addressed pursuant to I.C. 35-44.1-1 et al. Further, the City will insure that any individuals identified with a potential conflict will not be allowed to participate in the scoring or evaluation of the bid packages, to insure the integrity of the bid process.

The following is a list of individuals who may pose a potential conflict of interest as described above. Please provide the name, relationship with the City and the nature of the potential conflict, or if applicable: "NONE":

Signature(s): \_\_\_\_\_ Title: \_\_\_\_\_

Vendor/Bidder:

**STATE OF** \_\_\_\_\_ )  
 \_\_\_\_\_ ) **SS:**  
**COUNTY OF** \_\_\_\_\_ )

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared of \_\_\_\_\_, who having been duly sworn, acknowledged and affirmed that they did sign said instrument as such officer or authorized agent for and on behalf of \_\_\_\_\_, and by authority granted by such entity, that the same is their free act and deed and the free act and deed of said entity.

**WITNESS** my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires: \_\_\_\_\_

My County of residence: \_\_\_\_\_ County, State of \_\_\_\_\_

Notary Public: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

**PART 7**  
**E-VERIFY PROGRAM**

Pursuant to Indiana Code 22-5-1.7-11, the contractor awarded the Bid is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The contractor who is awarded the Bid 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 individual person(s) executing this Proposal, being first duly sworn, depose(s) and state(s) that the Bidder does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into an agreement for this Bid, the undersigned business entity will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

## **INDIANA LEGAL EMPLOYMENT DECLARATION**

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring all state agencies and political subdivisions request verification from their contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Evansville must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, \_\_\_\_\_, a duly authorized agent of \_\_\_\_\_ (name of Company), declare under penalties of perjury that \_\_\_\_\_ (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(Authorized Representative of Company)

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Notary Public – Signature

\_\_\_\_\_  
Notary Public – Printed Name

**PLEASE SEE <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> FOR INSTRUCTIONS AND ELECTRONIC REGISTRATION FOR E-VERIFY.**

**PART 8**

## **DRUG TESTING POLICY**

Following are the requirements for required random drug testing programs as provided for in Chapter 5.60 in Title 5 of the City of Evansville Municipal Code.

The Contractor, and every Sub-Contractor doing construction work on the project, shall have a random drug testing program in place at the time of submission of his quote or bid which shall, at a minimum, meet the following qualifications and criteria:

- A. The Contractor shall maintain a random drug testing program, and the program shall be reduced to writing.
- B. The drug testing program shall contain at least a five (5) drug panel that tests for the following drugs: amphetamines, cocaine, opiates (92000 ng/ml), PCP, and THC.
- C. All the employees of the Contractor are subject to at least annual testing, and at least one-twelfth (1/12th) of 25% of the employer's total workforce shall be selected randomly each month for testing.
- D. The random drug testing program operated by the Contractor shall contain a progressive discipline component for employees who fail the drug test that meets at least the following minimum steps:
  - 1. The first positive test shall result in a thirty (30) day period of ineligibility for work, and upon returning to work, one (1) year of unannounced follow-up testing.
  - 2. A second positive test shall result in a ninety (90) day period of ineligibility for work, and upon returning to work, one (1) year of unannounced follow-up testing.
  - 3. A third positive test shall result in a one (1) year period of ineligibility for work, and upon returning to work, one (1) year of unannounced follow-up testing.
  - 4. Any subsequent positive test shall be treated the same as a third positive test.
  - 5. At the discretion of the employer, the discipline issued above may include more severe discipline including, but not limited to, dismissal of the employee.
- E. Evidence of the Contractor's drug testing policy shall be submitted with the bid. Failure to provide evidence of the Contractor's random drug testing policy or program shall result in a rejection of the bid. Submitting false information concerning compliance with the requirements of this chapter shall result in the rejection of the bid or cancellation of the Contract if an award has been made prior to determining the information is false by the Board, Commission, or Agency. In such event, the Contractor shall be paid only for the work done prior to cancellation of the Contract.
- F. This section shall be applicable only to construction contracts where the cost of the contract is more than Ten Thousand Dollars.

**PART 9**  
**SIGNATURES**

*[Signature by or on behalf of the Bidder in the spaces provided below shall constitute execution of each and every Part of this Itemized Proposal and Declarations document. SIGNATURE MUST BE PROPERLY NOTARIZED.]*

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 \_\_\_\_.

My commission expires: \_\_\_\_\_ (Signed) \_\_\_\_\_

Residing in \_\_\_\_\_ County, State of \_\_\_\_\_

## EXPERIENCE QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor under your present business name?  
\_\_\_\_\_
2. How many years' experience in \_\_\_\_\_ construction work has your organization had:

(a) As a general contractor \_\_\_\_\_ (b) as a sub-contractor \_\_\_\_\_

3. What projects has your organization completed?

CONTRACT AMOUNT	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER

- 3A what projects has your organization now in process of construction?

CONTRACT AMOUNT	CLASS OF WORK	WHEN TO BE COMPLETED	NAME AND ADDRESS OF OWNER

4. Have you ever failed to complete any work awarded to you? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? \_\_\_\_\_ If so, state name of individual, other organization and reason therefore. \_\_\_\_\_  
\_\_\_\_\_
6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? .  
\_\_\_\_\_  
  
If so, state name of individual, name of owner and therefore. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. In what other lines of business are you financially interested? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. For what corporation or individuals have you performed work, and to whom do you refer? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. For what cities have you performed work and to whom do you refer? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. For what countries have you performed work and to whom do you refer? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. For what State bureaus or departments have you performed work and to whom do you refer? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Have you ever performed any work for the U.S. Government? \_\_\_\_\_  
  
If so, when and to whom do you refer? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. What is the construction experience of the principal individual of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY

## PLAN AND EQUIPMENT QUESTIONNAIRE

**The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.**

1. In what manner have you inspected this proposed work? Explain in detail.

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2. Explain your plan or layout for performing the proposed work \_\_\_\_\_

[illegible]

3. The work, if awarded to you, will have the personal supervision of whom? \_\_\_\_\_

4. Do you intend to do the hauling on the proposed work with your own forces? \_\_\_\_\_

If so, give amount and type of equipment used \_\_\_\_\_

---

5. If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility\_\_\_\_\_

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Items 4, 5, 6, and 7 may not be applicable in all building contracts; if not, omit.

6. Do you intend to do the grading on the proposed work with your own forces? \_\_\_\_\_

If so, give type of equipment to be used \_\_\_\_\_

---



7. If you intend to sublet the grading or perform it through an agent, state amount of subcontract or agent’s contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility. \_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8. Do you intend to sublet any other portions of the work? \_\_\_\_\_

If so, state amount of sub-contract, and if known, the name and address of the sub-contractor, whether subcontract is a minority and/or women’s business enterprise, amount, and type of his equipment and financial responsibility. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. From which sub-contractors or agents do you expect to require a bond? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

10. What equipment do you own that is available for the proposed work?

QUANTITY	ITEM	DESCRIPTION, SIZE CAPACITY, ETC.	CONDITION	YEARS OF SERVICE	PRESENT LOCATION

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST

12. How and when will you pay for the equipment to be purchased? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
13. Do you propose to rent any equipment for this work? \_\_\_\_\_ if so, state type, quantity and reasons for renting.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
14. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give names of dealers or manufacturers \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
15. List all permits, licenses, or registrations, which you have and are required by law to maintain in order to bid on this work. Please include the type of the permit, license, or registration; the name of the issuing entity; the number of the licenses, permit, or registration; and the expiration date. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

By : \_\_\_\_\_

\_\_\_\_\_  
(Title of Person Signing)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, SS:

Being duly sworn, deposes and says that he is \_\_\_\_\_ of the above  
\_\_\_\_\_ and that the answers to the questions in the foregoing questionnaires and all statement therein  
(Name of Organization)

contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My Commission expires \_\_\_\_\_  
Notary Public

---

Affidavit for Individual

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } SS:

\_\_\_\_\_ Being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this \_\_\_\_\_

(Applicant must sign here)

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

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Affidavit for Co-Partnership

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ SS:

\_\_\_\_\_ being duly sworn, deposes and says that he is a member of the firm of \_\_\_\_\_; that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answer to the foregoing interrogatories are true.

Subscribed and sworn to before me this \_\_\_\_\_

(Member of firm must sign here)

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

---

Affidavit for Corporation

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } SS:

\_\_\_\_\_ being duly sworn, deposes and says that he is \_\_\_\_\_ of the \_\_\_\_\_, corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this \_\_\_\_\_

(Officer must sign here)

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

NAME OF FIRM \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

## MINORITY / WOMEN BUSINESS ENTERPRISE PARTICIPATION PLAN

Name of Project: BEP-19-12-01

Department: DEPARTMENT OF METROPOLITAN DEVELOPMENT

Date Submitted: \_\_\_\_\_

General Contractor Company Name: \_\_\_\_\_

Owner of Company: \_\_\_\_\_

Address(es) of Construction \_\_\_\_\_

This contract is subject to City of Evansville Municipal Code which encourages the utilization of local minority and women owned business enterprises. Contractors must indicate the name of the minority-owned or women-owned firm(s) with which it will work on this project; the contact name and phone number at the firm(s); the service supplied by the firm(s); and the specific dollar amount from this contract that will be directed toward each firm. The \_\_\_\_\_ (Department) and/or \_\_\_\_\_ (Sub-recipient) reserve the right to verify all information submitted, pursuant to City of Evansville Municipal Code.

The following **Minority Business Enterprises (MBE)** will be participating in the project mentioned above, according to the following schedule:

MBE	Contact	Phone	Trade	Amount
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The following **Women Business Enterprises (WBE)** will be participating in the project mentioned above, according to the following schedule:

WBE	Contact	Phone	Trade	Amount
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

If additional room is necessary, please attach a separate page.

**EQUAL OPPORTUNITY COMPLIANCE**  
**City of Evansville, Vanderburgh County**

During the performance of the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or disability. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. Such action shall include but is not limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notice setting forth the provisions for the nondiscrimination clause.
2. The Contractor agrees that all services, facilities, activities and programs provided as part of this agreement will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgates thereunder.
3. The Contractor will, in all solicitations or advertisement for employees placed by, or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. In the event of the Contractor's noncompliance with the nondiscrimination clause of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

Date \_\_\_\_\_, 20\_\_\_\_\_.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **ATTACHMENT "A"**

### **BIDDER INFORMATION**

The DMD will use the following information in evaluating the equal opportunity practices of the Bidder. It is necessary to know the type of service or products, ownership status, employment policies, utilization of protected groups, and past performance on public Contracts.

---

Name, Address and Telephone Number of Bidder covered by this Report

---

Name, Address and Telephone Number of Principal Official or Manager

---

Name and Title of Official in Charge

---

Name of Equal Opportunity Officer and How to Contact

#### Service Performed

\_\_\_\_\_ Construction Contractor      \_\_\_\_\_ Supplier      \_\_\_\_\_ Service  
\_\_\_\_\_ Professional Service      \_\_\_\_\_ Lessor / Lessee      \_\_\_\_\_ Other

#### Ownership

\_\_\_\_\_ Corporation    \_\_\_\_\_ Company \_\_\_\_\_ Proprietorship    \_\_\_\_\_ Partnership    \_\_\_\_\_ Joint Venture

Ownership is 51% or more: \_\_\_\_\_ Majority \_\_\_\_\_ Racial Minority \_\_\_\_\_ Woman-owned \_\_\_\_\_ Other

Name of Owner(s) \_\_\_\_\_

General InformationYes No

Has the Bidder's name changed in the  
Past 2 years?

\_\_\_\_\_

If yes, state former name: \_\_\_\_\_

Has the Bidder previously received contracts  
or purchase orders from the City  
of Evansville?

\_\_\_\_\_

Has the Bidder been denied a contract from  
any government agency due to non-compliance  
with Equal Opportunity requirements or  
classified as debarred, suspended or ineligible?

\_\_\_\_\_

If the Bidder is a minority or woman-owned  
business, has certification been issued by  
the DMWBD?

\_\_\_\_\_

Has the Bidder filed an Affirmative Action plan  
with the City of Evansville?

\_\_\_\_\_

Construction Contractors Only Yes No

Is the Bidder a signatory in good  
standing with the Evansville Plan  
for Equal Employment?

\_\_\_\_\_

Is the Bidder currently party to a  
collective bargaining agreement?

\_\_\_\_\_

Does the Bidder intend to utilize  
MBE/WBE/VBE/subcontractors  
/suppliers?

\_\_\_\_\_

Certification

I certify that the information submitted on Attachment A of this form is accurate and complete.

\_\_\_\_\_  
Signature of Company Official

ATTENTION:

If your total number of employees is 15 or less, and your company was awarded a bid, or plans to bid on future projects, a **Policy Statement** is needed. The **Policy Statement** will establish your Company's compliance for one year.

**Note: A Policy Statement should express your Company's commitment to providing Equal Employment Opportunity without regard to race, religion, color, sex, national origin, age, sexual orientation, gender, identity, ancestry, United States military service veteran status or disability.**



## **SAMPLE POLICY STATEMENT LETTER**

- 1. Must mention at the bottom or top of the page, “Equal Opportunity Employer.”**
- 2. Must keep a copy in the Company’s file.**

### **Equal Employment Opportunity Policy**

The employment policies and practices of the Company’s Name are to recruit, hire, and treat employees without discrimination because of a person’s race, religion, color, sex, national origin, age, or disability. Our company is committed to providing Equal Employment Opportunity with respect to hiring, termination, compensation, advancement, upgrading and promotion, and transfer.

This company seeks to ensure compliance with the Civil Rights Acts of 1964, as amended, the Federal Highway Act of 1968, the Executive Order 11246, and 11375, the Indiana Civil Rights Act, and other Federal and State Law and Regulations pertaining to Equality of Opportunity and Affirmative Action Policies.

Our company is committed to leadership within the community, and to put forth-maximum efforts to achieve full employment and utilization of capabilities and productivity of all qualified individuals without regard to race, religion, color, national origin, age, sexual orientation, gender identity, ancestry, United States military service veteran status, or disability.

This company further recognizes that the effective application of a policy of Equal Employment Opportunity involves more than just a policy statement, and is committed to the promotion of Affirmative Action.

#### **Signature**

Company’s Chief Official  
Name and Title

#### **Signature**

Company’s Equal Employment Opportunity Officer

### **Company’s Address and Telephone Number**

**POST-BID SUBMITTAL  
(SEE INSTRUCTIONS TO BIDDERS 6.1)**

**INDIANA PLAN/AFFIRMATIVE ACTION CERTIFICATION  
(Bidders with more than 15 employees)**

Bidders' certifications. A bidder will not be eligible for award of a contract under this Invitation for Bids unless such bidder has submitted as a part of its post-bid submittal the following certification, which will be deemed a part of the resulting contract:

**Bidder's Certification**

\_\_\_\_\_ (Bidder) certifies  
for itself and its subcontractors that:

1. They intend to use the following listed construction trades in the work under the contract:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
2. As to those trades set forth in the preceding paragraph which are eligible for participation in the Indiana Plan, they will comply with the Indiana Plan on all construction work (both federal and non-federal) in Indiana within the scope and coverage of that Plan, those trades being:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. As to the trades which are not eligible for participation in the Indiana Plan, they adopt the minimum minority manpower utilization goals and the specific affirmative action steps listed in sections 6.1 and 6.1.1 of the Instructions to Bidders, for all construction work (both federal and non-federal) in Indiana subject to these Bid Conditions, those trades being:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
Date

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

**BID BOND**  
**City of Evansville, Vanderburgh County**

Instructions To Bidders

*Bidders may use this form or other form containing the same material conditions and provisions as approved in advance by Owner/Obligee.*

*Bidder/Surety must attach a signed, certified and effective dated copy of the Power of Attorney or Attorney-In-Fact establishing the authority of the person(s) signing this Bid Bond on behalf of the Surety.*

*Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds," as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.*

KNOW ALL MEN BY THESE PRESENTS, that the undersigned

"Bidder": \_\_\_\_\_  
and

"Surety": [Name] \_\_\_\_\_  
[Address] \_\_\_\_\_  
\_\_\_\_\_

A corporation chartered and existing under the laws of the State of \_\_\_\_\_, and authorized to do business in the State of Indiana,

are held and firmly bound unto the City of Evansville, Indiana ("Owner/Obligee") in the full and just sum equal to five percent (5%) of the price stated in the Bid Proposal described below, including accepted alternates, if any, to be paid upon demand of the Owner/Obligee, together with interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner/Obligee to enforce this instrument, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Owner/Obligee has solicited bids for certain Work for or in furtherance of construction of public improvements described generally as

**BEP-19-12-01: Removal of Unsafe Structures; Property Demolition**

pursuant to plans, specifications and other "Contract Documents" included as parts of and designated by such solicitation; and

WHEREAS, the Bidder has submitted to the Owner/Obligee a Bid Proposal to perform such Work.

NOW THEREFORE: The conditions of this obligation are such that if the Bid Proposal be accepted, with or without conditions, the Bidder shall within such time thereafter as prescribed by the Contract Documents (i) fulfill all conditions of such award that remain to be fulfilled, (ii) execute a Contract in accordance with the Bid Proposal and in the form and manner required by the Contract Documents, and (iii) thereafter provide all bonds, and other documentation required by the Contract Documents to be delivered to Owner/Obligee prior to commencing Work, including without limitation a sufficient and satisfactory Performance Bond and Payment Bond payable to Owner/Obligee, each in an amount of one hundred percent (100%) of the total Contract price as awarded and in form and with surety satisfactory to said Owner/Obligee, then this obligation to be void; otherwise to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Bidder to comply with any or all of the foregoing requirements within the time specified above and as prescribed by the Contract Documents, immediate pay to the Owner/Obligee, upon demand, the amount hereof, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Bidder and Surety have caused this instrument to be duly signed and sealed this day of \_\_\_\_\_, 20\_\_\_\_\_.

***This Bid Bond shall bind the undersigned Surety whether or not also signed by the Bidder.***

"Bidder"

"Surety"

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

**PAYMENT BOND**  
**City of Evansville, Vanderburgh County**

*Instructions:*

*Successful Bidder must use this form or other form containing the same material conditions and provisions as approved in advance by Owner.*

*Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.*

*Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds," as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.*

KNOW ALL MEN BY THESE PRESENTS: that

"Contractor": \_\_\_\_\_

and

"Surety":     [Name]     \_\_\_\_\_  
                  [Address]   \_\_\_\_\_  
                                  \_\_\_\_\_

a corporation chartered and existing under the laws of the State of \_\_\_\_\_, and authorized to do business in the State of Indiana,

are held and firmly bound unto the City of Evansville, Indiana hereinafter called Owner/Obligee, in the penal sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, plus interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner/Obligee to enforce this instrument, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a certain Agreement with the Owner/Obligee, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by which Contractor has agreed to perform and furnish certain Work for or in furtherance of construction of public improvements described generally as

**BEP-19-12-01: Removal of Unsafe Structure(s); Property Demolition**

Which Agreement, and the "Contract Documents" as referred to therein, are hereby incorporated herein by reference;

NOW, THEREFORE, the conditions of this obligation are such that if the Contractor shall promptly make payments of all amounts due to all Claimants, then this obligation shall be void; otherwise to remain in full force and effect. "Claimant" shall mean any subcontractor, material supplier or other person, firm, or corporation

furnishing materials or equipment for or performing labor or services in the prosecution of the Work provided for in such Agreement, including lubricants, oil, gasoline, coal and coke, repairs on machinery, and tools, whether consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees:

1. That no defect or irregularity in the contract or in the proceedings preliminary to the letting of the contract will operate to release or discharge Surety.
2. That no change, omission, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to any Work to be furnished thereunder, and no delay by the Owner/Obligee in enforcement of the Agreement or this Bond shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to the Work.
3. That no final settlement between the Owner/Obligee and the Contractor shall abridge any right of the Owner/Obligee hereunder as to any claim that may remain unsatisfied.
4. That this Payment Bond and Surety shall not be released until one (1) year after the Owner/Obligee's final settlement with the Contractor.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ (number) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR:] \_\_\_\_\_

[name]

By:

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[printed name]

ATTEST:

\_\_\_\_\_, Secretary  
[signature]

SURETY:

\_\_\_\_\_  
[name]

By:

\_\_\_\_\_, Attorney-in-Fact  
[signature]

\_\_\_\_\_  
[printed name]

\_\_\_\_\_  
[address]

**PERFORMANCE BOND**  
**City of Evansville, Vanderburgh County**

*Instructions:*

*Successful Bidder must use this form or other form containing the same material conditions and provisions as approved in advance by Owner.*

*Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.*

*Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds," as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.*

KNOW ALL MEN BY THESE PRESENTS: that

"Contractor": \_\_\_\_\_

and

"Surety":     [Name]     \_\_\_\_\_  
                  [Address]   \_\_\_\_\_  
                                  \_\_\_\_\_

a corporation chartered and existing under the laws of the State of \_\_\_\_\_, and authorized to do business in the State of Indiana,

are held and firmly bound unto the City of Evansville, Indiana hereinafter called Owner/Obligee, in the penal sum of \_\_\_\_\_ Dollars, (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, together with interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner/Obligee to enforce this instrument, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a certain Agreement with the Owner/Obligee, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by which Contractor has agreed to perform and furnish certain Work for or in furtherance of construction of public improvements described generally as

**BEP-19-12-01: Removal of Unsafe Structure(s); Property Demolition**

Which Agreement, and the "Contract Documents" as referred to therein, are hereby incorporated herein by reference;

NOW, THEREFORE, the conditions of this obligation are such that if the Contractor shall well, truly and faithfully perform his duties, all the undertakings, covenants, terms and conditions of said Agreement whether during the original term thereof, and any extensions thereof which may be granted by the Owner/Obligee, with or without

notice to the Surety and during any period of guaranty or warranty provided therein or arising thereunder, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner/Obligee from all costs and damages which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner/Obligee all outlay and expense which the Owner/Obligee may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees:

- 1. that no defect or irregularity in the contract or in the proceedings preliminary to the letting of the contract will operate to release or discharge Surety.
- 2. that no change, omission, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to any Work to be furnished thereunder, and no delay by the Owner/Obligee in enforcement of the Agreement or this Bond shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to the Work.
- 3. that no final settlement between the Owner/Obligee and the Contractor shall abridge any right of the Owner/Obligee hereunder as to any claim that may remain unsatisfied.
- 4. that this Performance Bond and Surety shall not be released until one (1) year after the Owner /Obligee's final settlement with the Contractor.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ (number) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR: \_\_\_\_\_  
[name]

By: \_\_\_\_\_  
[signature] [printed name]

ATTEST: \_\_\_\_\_, Secretary  
[signature]

SURETY: \_\_\_\_\_  
[name]

By: \_\_\_\_\_, Attorney-in-Fact  
[signature]

\_\_\_\_\_  
[printed name]



**AGREEMENT**  
**(Demolition and Removal of Blighted Properties)**

THIS AGREEMENT made and entered into at Evansville, Vanderburgh County, Indiana, by and between the City of Evansville by and through its Board of Public Works ("Owner"), acting by and through its Board (Public Works) and \_\_\_\_\_ ("Contractor").

**WITNESSETH THAT:**

WHEREAS, pursuant to Resolution properly adopted, and notice given according to law, the Contractor did heretofore, on **(Insert Date)** submit its written bid and proposal to the Board for the following described supplies and services (collectively the "Work"), to-wit:

**Project: BEP-19-12-01: Removal of Unsafe Structure(s); Property Demolition**

WHEREAS, Contractor represents that his bid and proposal were made pursuant to and in accordance with the requirements and specifications prepared by the Owner, which requirements are on file in the office of the Board; and Contractor does hereby acknowledge full notice of all matters pertaining to said specifications, requirements and any addenda thereto and hereby acknowledges their incorporation by reference.

NOW THEREFORE, upon the terms and conditions set forth herein, the parties hereto agree as follows:

1. **Price.** Board shall pay to Contractor (\_\_\_\_\_) **(\$00.00)** for the performance of the Work, based upon the items and quantities specified in Contractor's bid submitted on **(Date)**

This Agreement is a unit price contract, which shall be subject to any additions, or deletions as authorized by the Board based upon the unit prices bid by Contractor. It is understood and agreed that payment will be made only for the quantities of work actually completed in place, and for which prior written approval was obtained from the Board, measured on the basis of Contractor's unit prices stated in his bid for the Work.

**Contract Documents**

- 1.1 This Agreement consists of the following Contract Documents all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto and the same do in all particulars become the Agreement between the parties hereto in all matters and things set forth herein and described:

- 1 This Agreement;
- 2 All Addenda issued prior to receipt of Bids, whether or not receipt thereof has been acknowledged by Contractor in its Bid;
- 3 General Conditions
- 4 Special Conditions

- 5 Technical Specifications
- 6 City Standards and Specifications
- 7 Instructions to Bidders
- 8 Advertisement or Notice to Bidders
- 9 Performance and Payment Bonds
- 10 Contractor's Itemized Proposal and Declarations

(Collectively the "Contract Documents").

- 2. **Contractor's Duties.** Contractor hereby expressly agrees to perform the Work according to the terms and conditions of this Agreement, the Resolution, and the bid specifications, and further that said specifications are considered by both parties to be a part of this Agreement.
- 3. **Term.**
  - 3.1 It is hereby understood and mutually agreed, by and between the Contractor and Owner, that the date of commencement and the time for completion of the Work as specified in the Contract Documents are essential conditions of this Agreement.
  - 3.2 The Contractor agrees that the Work shall be commenced no later than the date indicated in the Notice to Proceed and that the Work shall be prosecuted regularly, diligently and uninterruptedly at such a rate of progress as will insure completion of all Work on or before forty-five (45) calendar days after Final Notice to Proceed has been issued by the Owner ("Contract Completion Date").
  - 3.3 The Contractor and Owner acknowledge and agree that the time allotted by this Agreement for the performance and completion of the Work is reasonable and takes into account any and all risks and adverse conditions assumed by Contractor hereunder.
  - 3.4 The Contractor and Owner recognize and contemplate that unexcused failure by the Contractor to complete the Work within the Contract Time will cause the Owner and the Public to suffer financial losses or inconvenience the full and exact extent and character of which cannot be measured as a basis for recovery by the Owner of actual damages, and that liquidated damages as prescribed in the Contract Documents represent a fair, reasonable and appropriate estimate thereof. Accordingly, the Contractor agrees that such liquidated damages may be assessed and recovered by the Owner, as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof. Such liquidated damages shall be assessed and recovered at the rate of \$250 per day for each structure that remains undemolished and/or cleared, as required by the Contract Documents, beyond the Contract Completion Date.
- 4. **Indemnification.** Contractor agrees that, in the prosecution of said Work, the highest degree of skill and care will be exercised; that the Contractor will properly and fully guard and protect all excavations

of dangerous places and will use all due proper precautions to prevent injury to persons or property. Contractor shall be responsible for installing and maintaining all necessary barricades and warning devices during the progress of said Work. Contractor agrees to indemnify and hold harmless Owner, Board and their respective agents, representatives, members, officials and employees from any and all liability whatsoever, growing out of or in any way arising from, any injury or death to any person or damage to any property because of any negligence, omission, act or fault of the Contractor or its Subcontractors. The Contractor's duty and obligation to provide a legal defense, indemnify and hold harmless Owner, Board and their respective agents, representatives, members, officials and employees exists independent of the duty and obligation to provide liability insurance herein and without regard to any denial of coverage by the insurance carrier. Any failure to provide a legal defense, indemnify and hold harmless Owner, Board and their respective agents, representatives, members, officials and employees within ten (10) days after written notice of said duty tendered to the Contractor and/or any Subcontractor shall constitute a default hereunder and shall entitle Owner, Board and their respective agents, representatives, members, officials and employees to recover all damages, costs, and attorney's fees related thereto. The indemnification shall not apply to acts of negligence or omission of Owner, Board and their respective agents, representatives, members, officials and employees

5. **Final Payment.** It is agreed by and between the parties hereto that the Board shall withhold final payment, in an amount equal to ten percent (10%) of the contract price, for a period of forty-five (45) days after acceptance of the Work by the Board and that the Board may make said final payment thirty days (30) days after the acceptance of the Work upon the presentation of written evidence to the Board and the Board's approval of the same, that Contractor has paid all laborers, material suppliers and Subcontractors furnishing labor and materials on the project.
6. **Compliance With E-Verify Program.** Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Contractor shall execute the Affidavit attached hereto as Exhibit A in compliance with this Section.

Contractor and its Subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its Subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 6, Owner shall require Contractor to remedy the violation not later than thirty (30) days after Owner notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, Owner shall terminate the contract for breach of contract. If Owner terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to Owner for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

If Contractor employs or contracts with an unauthorized alien but Owner determines that terminating the contract would be detrimental to the public interest or public property, Owner may allow the contract to remain in effect until Owner procures a new Contractor.

Contractor shall, prior to performing any work, require each Subcontractor to certify to Contractor that the Subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each Subcontractor throughout the duration of the Project. If Contractor determines that a Subcontractor is in violation of this Section 6, Contractor may terminate its contract with the Subcontractor for such violation. Such termination may not be considered a breach of contract by Contractor or the Subcontractor.

7. **Legal Fees.** In the event of any lawsuit or other legal action or proceeding to enforce or interpret the provisions of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and expenses incurred in such legal action or proceeding.
8. **Insurance.** Contractor shall not commence any Work under this Contract until it has obtained insurance of the types and in the amounts required by this Section, nor shall Contractor allow any Subcontractor(s) to commence any Work on his Subcontract until all insurance required of the Subcontractor(s) has been obtained. Contractor shall be responsible for verifying the acquisition and maintenance of said insurance by any Subcontractor(s) hired by the Contractor. Contractor shall name the City of Evansville as an additional insured to all insurance contracts procured by the Contractor in accordance with this Section. All insurance procured by the Contractor is to be placed with insurers whom maintain a Best's rating of no less than A: VII. Contractor shall be solely responsible for the payment of all premiums associated with any insurance required by Owner, and Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not Owner is an insured under the policy. Contractor shall advise all Subcontractor(s) of the requirements set forth above.

**Commercial General Liability Insurance:** Contractor shall furnish and maintain, at Contractor's expense during the life of the Contract, such Commercial General Liability Insurance as shall protect him, Owner, as an additional insured, and any Subcontractor(s) performing Work under this Contract, from claims for damage for personal injury, occupational sickness or disease, including accidental death, as well as the claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor(s), or by any one directly or indirectly employed by either of them. The amounts of such insurance shall be as required by law. Owner and/or the Board shall have the right to reject the insurance carrier selected by Contractor. No work contemplated by this Agreement shall commence prior to Owner receiving a certificate of insurance verifying the coverage's to be provided as defined herein. In the absence of regulations, the amounts of coverage shall be as follows:

**Bodily Injury, Death or Property Damage, including fire, in the aggregate: Not Less Than \$2,000,000**

**Bodily Injury, Death or Property Damage, including fire, in any one (1) occurrence: Not Less Than \$ 1,000,000**

**Excess/Umbrella liability: Not less than \$3,000,000.**

**A governmental entity or an employee of governmental entity acting within the scope of the employment is not liable for punitive damages.**

Worker's Compensation Insurance: Contractor shall furnish certificates from the Worker's Compensation Board of Indiana, or its successor, that it is fully covered by Worker's Compensation and Occupational Diseases insurance, on all employees on the Project. The Contractor shall maintain said coverage for the life of the Contract. The same requirements pertain to any Subcontractor(s). The Contractor shall be responsible for verifying that all Subcontractor(s) have Workmen's Compensation and Occupational Insurance Coverage. No work contemplated by this Agreement shall commence prior to Owner receiving a certificate of insurance verifying the coverage's provided herein.

Automobile Liability: Contractor shall furnish and maintain, at its expense, during the life of the Contract, automobile liability insurance, covering claims for damages because of bodily injury, death or property damage arising from the use of all motor vehicles engaged in operating within the terms of this Agreement. The amounts of such combined single limit coverage shall be not less than (\$1,000,000) for any one occurrence, including hired and non-owned vehicles. All Subcontractor(s) of the Contractor shall have similar automobile liability insurance. The Contractor shall be responsible for verifying that all Subcontractor(s) have said automobile liability insurance. Coverage 1 shall apply. No work contemplated by this Agreement shall commence prior to Owner receiving a certificate of insurance verifying the coverage provided herein.

Special Hazards: Special Hazards, as determined by Owner, shall be covered by rider or riders in amounts to be agreed upon between the parties, to the Liability Insurance policy or policies required to be furnished by Contractor, and all Subcontractor(s) employed by Contractor, or by separate policies of insurance in the amounts as defined in the Special Conditions of the Contract Documents. All such special Hazards insurance coverage shall have Owner as an additional insured. No Work requiring special hazard coverage shall commence until Owner has received a certificate of insurance verifying the coverage required herein.

Subcontractor(s) Insurance: Contractor shall require all Subcontractor(s) to secure and maintain in force during the term of this Agreement, all such insurance coverage's defined above. Contractor shall verify the existence of all such insurance policies and coverage's. No work contemplated by this Agreement by a Subcontractor(s) shall commence prior to Owner receiving a certificate of insurance verifying the coverage required herein.

Other Provisions: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Owner, its officers, officials, employees and volunteers by the Contractor and Subcontractor(s). The Contractor's and Subcontractor's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability. The insurer shall agree to waive all rights of subrogation against Owner, its officers, officials, employees and volunteers for losses arising from Work performed by the Contract for Owner. The Contractor shall be responsible for notifying all insurance carriers of this contract provision and shall be liable to Owner for any failure to so notify and advise any insurance carrier of this provision.

Contractor shall furnish Owner with satisfactory proof of coverage of the insurance required, in a reliable company or companies to be approved by Owner, licensed to do business in the State of Indiana, before commencing any Work. Such proof shall consist of certificates executed by the respective insurance companies, filed with Owner. The certificates of insurance shall show the name and address of the Company, expiration date or dates, and the policy number or numbers. Owner reserves the right to require

complete, certified copies of all required insurance policies at any time. Proof of insurance shall be maintained up to date, and failure to maintain adequate coverage and proof shall be deemed sufficient reason for cancellation of this Agreement. All insurance shall provide that the policy shall not be canceled, terminated or modified unless thirty (30) days prior to such cancellation, termination or modification written notice is given to Owner. No policy may be modified, terminated or canceled by Contractor without the prior written approval of Owner.

9. **Discrimination.** Contractor shall not discriminate against any person in its hiring or employment practices due to Race, Color, Religion, National Origin, Sex, Age or Physical or Mental Handicap that does not impede that person's ability to perform the Work. A violation of this provision shall be deemed a material default and violation of this Agreement.
10. **M/WBE.** The City of Evansville Municipal Code 3.90.110-180 encourages utilization of Minority and Women Business Enterprises (M/WBE) in the community's purchasing efforts. Contractor shall provide an atmosphere of equal opportunity for all vendors and prohibit discrimination in all aspects of public operations including the purchasing of products, services and public works contracts.
11. **Notice.** Contractor shall provide their contact name, address, phone number and fax number below and shall provide Owner with such information for each of its Subcontractors throughout the term of this Agreement.
12. **Breach.** If Contractor shall breach any of the terms and conditions of this Agreement, Owner may pursue any and all legal and equitable remedies for breach of said Agreement, and if said breach is a material breach, this Agreement may be canceled by Owner and Owner shall be free to pursue any and all legal and equitable remedies including all attorney fees incurred by the breach it shall have under the laws of the State of Indiana. A material breach shall include, but not be limited to, the failure of the Contractor to:
  - Maintain required insurance
  - Make payments when due in the full amount due to any Subcontractor
  - Maintain all necessary permits
  - Comply with all federal, state, and local laws and regulations
  - Refrain from discrimination against any person due to Race, Color, religion, National Origin, Sex, Age or Physical or Mental Disability
13. **Miscellaneous.** Contractor agrees that a waiver or failure of Owner to object to the violation of any provision hereof does not constitute any further waiver thereof, nor of any other provision herein.
  - a. This Agreement constitutes the entire contract between the parties and supersedes all former agreements, whether written or oral.
  - b. This Agreement may not be modified or amended except in writing by the parties.
  - c. The parties agree that this Agreement shall be interpreted and construed under the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Evansville, Vanderburgh  
County, Indiana, this \_\_\_\_ day of \_\_\_\_\_, 2019.

City of Evansville, Indiana by and through its Board of Public Works

BY: \_\_\_\_\_  
ITS: President

Attest: \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_  
BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE & FAX NUMBERS: \_\_\_\_\_

## **SC-1 COMPLIANCE WITH E-VERIFY PROGRAM**

*The following shall be added as paragraph 16.23 of the General Conditions:*

- 16.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, CONTRACTOR shall enroll in and verify the work eligibility status of all newly hired employees of CONTRACTOR through the E-Verify Program (“Program”). CONTRACTOR is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- 16.23.1 CONTRACTOR and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that CONTRACTOR or its subcontractor subsequently learns is an unauthorized alien. If CONTRACTOR violates this Section 16.23, OWNER shall require CONTRACTOR to remedy the violation not later than thirty (30) days after OWNER notifies CONTRACTOR. If CONTRACTOR fails to remedy the violation within the thirty (30) period, OWNER shall terminate the contract for breach of contract. If OWNER terminates the contract, CONTRACTOR shall, in addition to any other contractual remedies, be liable to OWNER for actual damages. There is a rebuttable presumption that CONTRACTOR did not knowingly employ an unauthorized alien if CONTRACTOR verified the work eligibility status of the employee through the Program.
- 16.23.2 If CONTRACTOR employs or contracts with an unauthorized alien but OWNER determines that terminating the contract would be detrimental to the public interest or public property, OWNER may allow the contract to remain in effect until OWNER procures a new contractor.
- 16.23.3 CONTRACTOR shall, prior to performing any work, require each subcontractor to certify to CONTRACTOR that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If CONTRACTOR determines that a subcontractor is in violation of this Section 16.23, CONTRACTOR may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by CONTRACTOR or the subcontractor.



## GENERAL CONDITIONS

### 1. DEFINITIONS

The Contract Documents consist of the Contract, the Notice to Bidders, the Bid Proposal, the Instructions to Bidders, the General Conditions, the Special Conditions, the Special Provisions, the Project Drawings, the Standard Drawings and the Specifications. The Standard Specifications of the Indiana Department of Transportation (INDOT), Current Edition, are referenced in the Contract Documents, and are incorporated by reference.

The Contract shall consist solely of all written terms of this written agreement, entered into by and between the Owner and by the Contractor in the performance of the Work and the payment therefore and the Contract Documents. This Contract and the Contract Documents supersedes any prior agreements, written or oral, between the Owner and the Contractor.

The following terms are used in these Contract Documents, and are defined as follows:

- a) Project                    The entire improvement proposed by the Owner to be constructed in whole or in part pursuant to the Contract.
- b) Owner                    The City of Evansville, acting by and through the lawful conduct of the appropriate Board or Commission.
- c) Contractor                The person, persons, firms or corporations to whom the Contract is awarded by the Owner, including all agents, employees, workmen or assignees of said Contractor.
- d) Subcontractor            A person, firm, or corporation other than the Contractor, who supplies labor, workmen and materials, or labor only, or work at the site of the Project at the request of the Contractor.
- e) Work                      All work, including materials, labor, supervision, use of tools, etc., necessary to complete the Project in full compliance with the terms of the Contract, including work performed by the Contractor and his Subcontractor(s).
- f) Engineer                  The City Engineer of the City of Evansville, his employees, or assignees.
- g) Surety                    The person, firm or corporation that has executed, as surety, the Contractor's Performance Bond, securing the Contractor's performance of the Contract.
- h) Affected County            Vanderburgh County or an adjacent county.
- i) E-Verify Program            An electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.403(a), as amended, operated by the United States Department of Homeland Security or successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603).

- j.) Local Indiana Business A business whose principal place of business is in an Affected County; a business that pays a majority of its payroll (in dollar volume) to residents of Affected Counties; or a business that employs residents of Affected Counties as a majority of its employees.

The Owner, Contractor and Engineer are treated throughout the Contract Documents as if each were of the singular number and masculine gender. When the term Person or Persons is used, it shall be understood to include an Individual, a Firm, a Partnership, an Association, a Corporation, or other business entity.

When the terms Owner or Engineer are used, they shall be understood to mean the Owner and Engineer defined in b) and f) above, unless the wording clearly indicates another meaning.

## 2. INTENT OF CONTRACT DOCUMENTS

The provisions of the Contract Documents, the Specifications and the Project Drawings are complementary, and what is called for by any one shall be interpreted as being called for in all other writings, composing this Contract. The creation of the Contract Documents is to express the intentions of the parties with respect to the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, transportation and all other expense necessary for the proper execution and further to express the intent of the parties as to other issues relating to the manner by which the Work shall proceed. Words describing materials or Work which have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with their recognized meanings.

Any Work shown on the Project Drawings and not addressed or included in the Contract Documents, or not addressed or included in the Specifications, shall be performed by the Contractor as if this Work was shown on the Project Drawings and included in the Specifications. If the Project Drawings and Specifications should be contradictory in any part, the Specifications shall govern. The Contractor shall advise the Owner in writing of any alleged omissions of Specification(s) prior to the initiation of any Work shown on the Project Drawings or called for in the Contract Documents.

## 3. CONTRACT DRAWINGS AND SPECIFICATIONS

All Work shall be executed in strict conformity with the Project Drawings and Specifications, and the Contractor shall do no Work without proper Project Drawings and Instructions. The Contractor shall be liable for all claims and costs arising from failure to perform Work without proper Project Drawings and Instructions.

Unless otherwise provided in the Special Conditions, the Owner will furnish to the Contractor, free of charge, all copies of the Project Drawings and Specifications reasonably necessary to carry out the Work.

Figured dimension on the Project Drawings shall be taken as correct, but shall be checked by the Contractor before starting construction. Any errors, omissions, or discrepancies shall be brought to the attention of the Engineer, and his decision thereon shall be final.

Correction of errors or omissions on the Project Drawings or in the Specifications may be made by the Engineer when such correction can reasonably be considered necessary for the proper execution and completion of the Work. (See Section 23 "Changes in the Work")

All notes on the Project Drawings shall be followed. The Owner or Engineer shall furnish additional instructions, by means of Project Drawings or otherwise, necessary for the proper execution of the Work. All such Project Drawings and Instructions shall be consistent with the Contract Documents.

The Contractor represents and warrants that he has completely familiarized himself with and understands the terms and provisions of the Contract Documents, Project Drawings and Specifications prior to performing any Work.

#### 4. OWNERSHIP OF DRAWINGS

All Project Drawings, Specifications and copies thereof furnished by the Owner or Engineer are the property of the Owner and are not to be used on any other Project. All Project Drawings and Specifications with the exception of one signed set for each party to the Contract, are to be returned to the Owner on completion of the Project.

#### 5. CONTRACT SECURITY

The Contractor shall furnish and pay for the Performance Bond issued by a company to be approved by the Owner in an amount equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract, and the payment of all persons performing labor and furnishing materials in connection with this Contract. The bonds shall be on Indiana Form 86A (1947), or an approved equal. The bond must be accompanied by a Power of Attorney of an Agent licensed to and doing business in the State of Indiana. The Contractor shall cooperate fully with the Owner's efforts to verify the existence and authenticity of said Performance Bond prior to any Work being performed. No Work shall be commenced prior to the obtaining, verification and approval of the Performance Bond.

#### 6. OR EQUAL CLAUSE

Whenever, in any section of the Contract Documents, an article, material, or equipment is defined by describing a proprietary product, generic term or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, shall be implied. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency.

#### 7. CONTRACTOR'S INSURANCE

The Contractor shall not commence any Work under this Contract until he has obtained insurance of the types and in the amounts required by this Section, nor shall the Contractor allow any Subcontractor(s) to commence any Work on his Subcontract until all insurance required of the Subcontractor(s) has been obtained. The Contractor shall be responsible for verifying the acquisition and maintenance of said insurance by any Subcontractor(s) hired by the Contractor. The Contractor shall name the City of Evansville as an additional insured to all insurance contracts procured by the Contractor in accordance with this Section. All insurance procured by the Contractor is to be placed with insurers whom maintain a Best's rating of no less than A:VII. The Contractor shall be solely responsible for the payment of all premiums associated with any insurance required by Owner, and the Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the Owner is an insured under the policy. The Contractor shall advise all Subcontractor(s) of the requirements set forth above.

Commercial General Liability Insurance: The Contractor shall furnish and maintain, at the Contractor's expense during the life of the Contract, such Commercial General Liability Insurance as shall protect him, the Owner, as an additional insured, and any Subcontractor(s) performing Work under this Contract, from claims for damage for personal injury, occupational sickness or disease, including accidental death, as well as the claims for property damage, which may arise from operations under this Contract, whether such operations be by

himself or by any Subcontractor(s), or by any one directly or indirectly employed by either of them. The amounts of such insurance shall be as required by law. The Owner shall have the right to reject the insurance

carrier selected by the Contractor. No Work shall commence prior to the Owner receiving a certificate of insurance verifying the coverages to be provided as defined herein. In the absence of regulations, the amounts of coverage shall be as follows:

- Bodily Injury, Death or Property Damage, including fire, in the aggregate: Not Less Than \$2,000,000
- Bodily Injury, Death or Property Damage, including fire, in any one (1) occurrence: Not Less Than \$1,000,000
- Excess/Umbrella liability: Not less than \$3,000,000.

Worker's Compensation Insurance: The Contractor shall furnish certificates from the Worker's Compensation Board of Indiana, or its successor, that he is fully covered by Worker's Compensation and Occupational Diseases insurance, on all Employees on the Project. The Contractor shall maintain said coverage for the life of the Contract. The same requirements pertain to any Subcontractor(s). The Contractor shall be responsible for verifying that all Subcontractor(s) have Workmen's Compensation and Occupational Insurance Coverage. No Work shall commence prior to the Owner receiving a certificate of insurance verifying the coverages provided herein.

Automobile Liability: The Contractor shall furnish and maintain, at his expense during the life of the Contract, automobile liability insurance, covering claims for damages because of bodily injury, death or property damage arising from the use of all motor vehicles engaged in operating within the terms of this Contract. The amounts of such combined single limit coverage shall be not less than (\$ 1,000,000) for any one occurrence, including hired and non-owned vehicles. All Subcontractor(s) of the Contractor shall have similar automobile liability insurance. The Contractor shall be responsible for verifying that all Subcontractor(s) have said automobile liability insurance. Coverage 1 shall apply. No Work shall commence prior to the Owner receiving a certificate of insurance verifying the coverage provided herein.

Special Hazards: Special Hazards, as determined by the Owner, shall be covered by rider or riders in amounts to be agreed upon, to the Liability Insurance policy or policies required to be furnished by the Contractor, and all Subcontractor(s) employed by the Contractor, or by separate policies of insurance in the amounts as defined in the Special Conditions of the Contract Documents. All such special Hazards insurance coverage shall have the Owner as an additional insured. No Work requiring special hazard coverage shall commence until the Owner has received a certificate of insurance verifying the coverage required herein.

Builder's Risk Insurance: The Contractor, and all Subcontractor(s) employed by the Contractor, shall maintain Builder's Risk Insurance, "all risk" coverage, on the Project for the benefit of the Owner. The Contractor shall be responsible for verifying that all Subcontractor(s) have the required Builder's Risk Insurance coverage.

However, this provision shall not release the Contractor from his obligation to complete the Project, and the Contractor and his Surety shall be obligated to full performance of the Contract.

Subcontractor(s) Insurance: The Contractor shall require all Subcontractor(s) to secure and maintain in force during the term of this Contract, all such insurance coverages defined above. The Contractor shall verify the existence of all said insurance policies and coverages. No Work by a Subcontractor(s) shall commence prior

to the Owner receiving a certificate of insurance verifying the coverage required herein.

**Other Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, officials, employees and volunteers by the Contractor and Subcontractor(s). The Contractor's and Subcontractor's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability. The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees and volunteers for losses arising from Work performed by the Contract for the Owner. The Contractor shall be responsible for notifying all insurance carriers of this contract provision and shall be liable to the Owner for any failure to so notify and advise any insurance carrier of this provision.

## 8. PROOF OF INSURANCE

The Contractor shall furnish the Owner with satisfactory proof of coverage of the insurance required, in a reliable company or companies to be approved by the Owner, licensed to do business in the State of Indiana, before commencing any Work. Such proof shall consist of certificates executed by the respective insurance companies, filed with the Owner. The certificates of insurance shall show the name and address of the Company, expiration date or dates, and the policy number or numbers. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

Proof of insurance shall be maintained up to date, and failure to maintain adequate coverage and proof shall be deemed sufficient reason for cancellation of the Contract. All insurance shall provide that the policy shall not be canceled, terminated or modified unless thirty (30) days prior to such cancellation, termination or modification written notice is given to the Owner. No policy may be modified, terminated or canceled by the Contractor without the prior written approval of the Owner.

## 9. SHOP DRAWINGS AND SAMPLES

The Contractor shall submit, in a prompt manner, at least two copies of all shop or Project Drawings and schedules for every item of equipment or material to be incorporated in the Work which is fabricated or manufactured off site, including those pertaining to structural and reinforcing steel, electrical, plumbing, carpentry, heating and ventilation. The Contractor shall make any corrections required by the Owner or Engineer, and resubmit the required revised Project Drawings without delay. The Engineer's review of such Drawings shall extend only to determining the conformity of such equipment and materials with the general features of the Project Drawings and Specifications prepared by the Engineer.

It shall be the responsibility of the Contractor to determine the correctness of all Specifications and dimensions and minor details of such equipment and materials so that they will fit into the completed Work, and so that when incorporated in the Work, correct operation will result. The Contractor shall furnish for approval all samples required by the Specifications. The Work shall be in accordance with approved samples.

## 10. PERMITS, SURVEYS AND COMPLIANCE WITH LAWS

The Contractor shall keep fully informed of Federal, State and Municipal laws, ordinances, regulations, codes and standards, or any other bodies having jurisdiction or authority, which in any manner may affect the conduct of the Work or the Work of any employee. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes and standards. The Contractor shall protect, indemnify, and exculpate the Owner and its representatives, against any civil claim or civil liability arising from or based on the violation or any such laws, ordinances, regulations, codes and standards whether by himself or his employees, even if such violation is due wholly or in part to violation of said laws, ordinances, regulations, codes or standards by the Owner or its representatives.

The Contractor shall give all notices, and procure and pay for all permits, licenses and bonds, necessary for the prosecution of the Work, as required by Municipal, State and Federal ordinances, regulations, codes and laws, unless specifically provided otherwise in the Special Conditions or the Specifications. If the Contractor

observes that the Project Drawings and Specifications are at variance with rules, codes or laws, he shall promptly notify the Owner or Engineer in writing, and any necessary changes shall be made as provided in the Contract for changes in the Work. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and gives no notice to the Owner or Engineer, he shall bear all costs and damages, including but not limited to attorney's fees, arising from said Work.

The Owner will furnish all site surveys, unless otherwise provided. The Contractor shall provide construction staking, unless otherwise provided.

#### 11. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees for any patented product used by him or incorporated in the Work. The Contractor shall defend all suits or claims for infringement of any patent right brought against himself or the Owner, and shall save the Owner harmless from liability or loss or damage of any nature or kind, including costs, expenses and attorney's fees arising from the infringement or allegation of infringement of any patent or patent right, or because of any royalty, fee or license for the use, arrangement or operation of any tools, machinery, appliances, devices or materials which may be used by the Contractor or furnished by him in fulfillment of the requirements of this Contract.

#### 12. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection and security of the Project site, and shall indemnify the property of the Owner and any adjacent property from injury, damage, loss or claim, including a claim for attorney's fees, arising in connection with this Contract. The Contractor shall exercise due diligence at all times in protection of persons and property from injury. The Contractor shall promptly notify the Owner of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.

The Contractor and any Subcontractor(s) employed by the Contractor, will be responsible for any and all damage to person(s) or property, public or private, that may be caused by his operation in the performance of this Contract, and the Contractor shall defend any suit that may be brought against himself or the Owner on account of damage inflicted by his operations, and shall be liable for any attorney's fees incurred by the Owner, and any judgments awarded against the Owner, Contractor or Subcontractor(s) employed by the Contractor arising from such damage.

#### 13. MATERIALS AND WORKMANSHIP

Unless otherwise stipulated, in writing and approved by the Owner, the Contractor shall provide and pay for all material, labor, water, tools, equipment, light, power, heat transportation and other facilities necessary for the execution and completion of the Work.

Unless otherwise stipulated in the Specifications, all workmanship, equipment, materials and articles incorporated in the Work shall be new and of the best grade of their respective kinds. When required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the Project any unfit person, or anyone not skilled in the Work assigned to him.

When required by the Specifications, or when called for by the Owner, the Contractor shall obtain the Owner's approval of the materials or articles to be used in the Work. The Contractor in obtaining this approval shall furnish the Owner full information concerning the materials or articles which he contemplates incorporating in the Work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials and articles installed or used without such approval shall be used at the risk of the Contractor. All materials and workmanship shall be guaranteed by the Contractor and the Surety for a period of three years from the date of final acceptance. The Contractor further guarantees the materials and workmanship of all Work performed by any Subcontractor(s) employed on the Project by the Contractor for a period of three (3) years from the date of final acceptance of the Work.

No material of any kind shall be installed in the Project until it has been inspected and accepted by the Engineer. All material rejected shall be immediately removed from the site of the Work and not again offered for inspection. Any materials or workmanship found at any time to be defective shall be remedied at once regardless of previous inspections.

At any time during the course of construction of the Project, when, in the opinion of the Engineer, provisions of the Contract Documents are being violated by the Contractor, its employees, or any Subcontractor(s) hired by the Contractor, the Engineer will have the right and authority to order all construction to cease and require the removal and replacement of all defective Work. In the event the Engineer orders a cessation of any Work, the Contractor shall not proceed until arrangements satisfactory to the Engineer are made by the Contractor for resumption of the Work in compliance with the provisions of the Contract Documents. It shall not be construed as a waiver of defects if the Engineer shall not order the Work stopped or material removed, as the case may be. The Contractor shall be liable for the cost of any defective Work performed by the Contractor or any Subcontractor(s) employed by the Contractor.

#### **14. INSPECTION OF WORK AND TESTING OF MATERIALS**

The Owner and Engineer shall at all times have access to the Work, and the Contractor shall provide proper facilities for access and for inspection of the Work. All material to be incorporated in the Work, all labor performed, and all tools, appliances and methods used, shall be subject to the inspection and approval or rejection of the Owner. Any Work rejected by the Owner by reason of defective materials, workmanship or that said Work fails to comply with the Contract Documents shall be repaired at the expense of the Contractor.

The Contractor, and any Subcontractor(s) hired by the Contractor, shall execute the Work only in the presence of the Engineer or his Inspector, during normal working hours unless provision has been made for Work on other shifts. The presence of the Engineer or inspector shall in no way relieve the Contractor of the responsibility of his Contract, or be any warrant for the furnishing of bad materials or poor workmanship.

The inspection and supervision of the Work by the Engineer is intended to aid the Owner in determining whether the labor, materials, and workmanship being provided by the Contractor or a Subcontractor(s) hired by the Contractor are in compliance with the Contract Documents. Any inspection and supervision by the Engineer shall not operate to release the Contractor from any of his Contract obligations, or be deemed as the acceptance of such Work.

All laboratory tests shall be made by a testing laboratory employed by the Contractor and approved by the

Engineer. The cost of tests shall be paid by the Contractor. Unless otherwise provided in the Special Conditions, the Contractor shall furnish the materials to be tested, and incidental material and labor required at the site in connection with the tests, the costs of which shall be considered to be included in the price or prices for the Contract items.

Where in Contract Documents, laws, ordinances, codes, or the Engineer's instructions require any Work to be specially tested or approved, the Contractor shall give the Owner or Engineer timely notice of the readiness of the Work for inspection, and if the inspection is performed by any person other than the Owner or Engineer, of the date and time fixed for the inspection. Inspections by the Owner or Engineer shall be made promptly. If any Work should be covered up without approval or consent of the Owner or Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.

No material of any kind shall be installed in the Project until it has been inspected and accepted by the Engineer. All material rejected shall be immediately removed from the site of the Work and not reused for any Work associated with the Project. Any materials or workmanship found at any time to be defective shall be remedied at once regardless of previous inspections.

The Owner shall have the right, at any time before final acceptance of the Project, or at any other time, to make an examination of the Work already completed. Where necessary, the Owner in conducting any inspection may remove or tear out any Work previously performed. The Contractor, at the request of the Owner, shall promptly furnish all necessary facilities, labor and materials required to perform any inspection. If any Work is found to be defective in any material respect due to fault of the Contractor, or his Subcontractor(s), the Contractor shall be liable for any expense incurred by reason of the examination and any reconstruction. If, however, such Work is found to meet the requirements of the Contract, the actual cost of labor and materials necessarily involved in the examination and replacement, plus fifteen percent (15%), will be allowed the Contractor in payment for the examination.

#### 15. CONTRACTOR'S SUPERINTENDENT

The Contractor shall have at the site of the Work at all times a competent foreman, superintendent, or other representative satisfactory to the Owner, to supervise the Work of the Contractor and the Work of any Subcontractor(s) hired by the Contractor. All such persons shall have the authority to act for the Contractor, and all instructions given to such person by the Engineer shall be followed and shall be as binding as if given to the Contractor. All directions which are required by the General Conditions, Project Drawings, or Specifications to be given by the Owner shall be given in writing.

All supervisory personnel employed by the Contractor or a Subcontractor(s) hired by the Contractor shall give efficient supervision to the Work, using his best skill and attention, and shall carefully study and compare all Project Drawings, Specifications and other instructions, and shall at once report to the Owner or Engineer any error, inconsistency or omission which they might discover.

#### 16. RECEIVING OF SHIPMENTS

Shipments of material to be used by the Contractor or any Subcontractor(s) should be delivered to the site only during the regular working hours of the Contractor or Subcontractor(s). If a delivery is made during other than normal working hours, an authorized employee or agent must be on duty to receive such materials. No employee of the Owner or Engineer shall be authorized to receive any shipments of materials.

#### 17. USE OF PREMISES

The Contractor and any Subcontractor(s) hired by the Contractor shall confine his workmen, materials and operations to limits indicated on the Project Drawings. The Contractor shall not impede any Work to be performed on the Project with his materials. The Contractor shall enforce the Owner's instructions regarding



signs, advertisements, fires and smoke.

#### 18. CUTTING, PATCHING AND DIGGING

The Contractor shall do all cutting, fitting or patching of his Work that may be required to make its several parts fit together properly as shown upon or reasonably implied by, the Project Drawings and Specifications for the completed Work.

Any claim for damages arising from any negligent, defective or ill-timed Work shall be borne by the party responsible therefor. However, the Contractor shall indemnify the Owner against all claims arising from negligent, defective or ill-timed Work performed by the Contractor or any Subcontractor(s) hired by the Contractor. The Contractor shall not endanger any Work by cutting, digging or otherwise, and shall not cut or alter the Work or any other Contractor without the consent of the Owner or Engineer.

#### 19. CLEANING UP

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or Work, and at the completion of the Work he shall remove all his rubbish from the site and all his tools and surplus materials and shall leave his Work "broom clean" or its equivalent, unless instructed differently. In case of dispute the Owner may remove the rubbish and charge the cost to the Contractor at a rate the Owner shall determine to be just.

#### 20. HIRING OF LABOR - RACE DISCRIMINATION

Every Contract for or on behalf of the State of Indiana, or any municipal corporation thereof, for the construction, alteration or repair of any public building or public Work, shall contain provisions by which the Contractor agrees:

- a) That in the hiring of employees for the performance of Work under this Contract, or any Subcontract hereunder, no Contractor, Subcontractor(s) nor any person acting on behalf of such Contractor or Subcontractor(s), shall by reason of race or color, discriminate against any citizen of the State of Indiana who is qualified and available to perform the Work to which the employment relates; and,
- b) That no Contractor, Subcontractor(s), nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race or color; and,
- c) That there may be deducted from the amount payable to the Contractor by the Owner, under this Contract, a penalty of not less than ten dollars (\$10.00) or more than two thousand five hundred (\$2,500.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and,
- d) That this Contract may be canceled or terminated by the Owner, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract; and,
- e) The Contractor shall indemnify the Owner against all losses and claims, including attorney's fees, arising from the failure by the Contractor to comply with this provision.

#### 21. ALLOWANCES

The Contractor has included in the Contract Price an amount associated with any allowances named in the Contract Documents, and shall cause the Work so covered to be done by such Subcontractor(s), and for such sums as the Owner or Engineer may direct, the Contract Price being adjusted in conformity therewith. The

Contractor declares that the Contract Price includes such sums for expense and profit on account of cash allowances as he deems proper.

No demand for expenses or profit other than those included in the Contract Price will be allowed, unless said demand has been previously authorized by the Owner in writing. The Contractor shall not be required to employ any such persons against whom he has a reasonable objection.

## 22. CHANGES IN THE WORK

The Owner may, without invalidating the Contract, order extra Work or make changes by altering, adding to, or deducting from the Work. All such Work shall be executed under the conditions of the original Contract Document, except that any claim for extension of time caused thereby shall be made at the time of the ordering of such change. Any modifications ordered by the Owner shall cause the Contract Price to be modified in an amount to be agreed in writing, by the parties, and approved by the appropriate Board prior to any such Work being performed.

Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such changes shall be determined by one or more of the following methods:

- a) By Unit Prices contained in the Contractor's original bid and incorporated in this Contract; or,
- b) By a supplemental schedule of prices contained in the Contractor's original bid and incorporated in this Contract;
- c) By an acceptable lump sum or unit price proposal of the Contractor; or,
- d) On a cost plus basis, not to exceed a specified limit, defined as the cost of labor, materials, and insurance, plus a specified percentage of cost of such labor, materials and insurance; provided the specified percentage does not exceed fifteen percent (15%) of the aggregate of the cost of such labor, materials, and insurance.

In cases where a lump sum proposal is submitted by the Contractor in excess of Five Hundred Dollars (\$500) and the Owner considers the lump sum proposal excessive or unreasonable, the Owner shall have the right to solicit Contract Proposals for the additional or modified Work from other Contractors.

In cases where additional Work is ordered by the Owner which was not contemplated in the original proposal, or where the additional Work ordered by the Owner has a cost of construction in excess of twenty percent of the original Contract Price for any item constituting five percent or more of the total Contract Price, the Owner is required by Indiana statutes to seek bid proposals from other Contractors for such Work. If a proposal for such added Work is obtained from another Contractor at an amount less than the proposal submitted by the Contractor, the Owner reserves the right to make an award of such Work to the lower proposal, or to negotiate further with the Contractor.

The Engineer is not authorized to act for the Owner in giving orders for extra or additional Work, either in writing or verbally. Extra Work or changes in quantities must be approved by the appropriate Board of the Owner prior to Work being performed.

If the Contractor claims that any instruction, by drawing or otherwise, results in the Contractor being entitled to receive additional payment under this Contract, he shall give the Owner written notice thereof within a reasonable time after the receipt of such instructions. In no event shall the Contractor be authorized to proceed to execute the Work without the prior written consent of the Owner.

**23. CLAIMS FOR EXTRA COST**

If the Contractor claims that any instruction, by Project Drawings or otherwise, involves extra cost under this Contract, he shall give the Owner or Engineer written notice thereof within a reasonable time after the receipt of such instruction, and in no event shall the Contractor proceed or authorize a Subcontractor(s) to proceed to perform the Work, except in emergency endangering life or property, until the Contractor has complied with the provisions in Section 23, "Changes in The Work". The Owner shall have no liability for a claim for extra cost unless the Contractor has complied with Section 23 prior to commencing the extra Work.

**24. OWNER'S RIGHT TO DO WORK**

If the Contractor neglects to prosecute the Work as required by the terms of the Contract Documents, Project Drawings or Specifications, the Owner may, after three (3) days written notice to the Contractor, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

**25. DEDUCTIONS FOR UNCORRECTED WORK**

The Contractor agrees that the Owner may at its discretion waive the right to correct Work injured, defective Work, defective materials, or Work and materials not provided in accordance with the terms of the Contract Documents, Project Drawings and Specifications. The Contractor consents to the Owner exercising its discretion to deduct from the Contract Price a reasonable amount associated with said injured Work, defective Work, defective materials, or Work and materials provided which are not in accordance with the Contract Documents, Project Drawings and Specifications.

**26. TERMINATION FOR BREACH**

In the event that any provision of this Contract is violated by the Contractor or by any of his Subcontractor(s), or if the Contractor should become a debtor in a bankruptcy proceedings, or if he should make a general assignment of his assets for the benefit of his creditors, or if a receiver should be appointed for any reason on account of his insolvency, or if he should persistently or repeatedly fail to supply sufficiently skilled workmen or proper materials as required by the Specifications, Project Drawings and Contract Documents, or if he should disregard the instruction of the Engineer, then the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate this Contract, specifying the reasons for such intent to terminate. If, within ten (10) days after the serving of such notice, the Contractor has failed to correct the listed deficiencies to the satisfaction of the Owner, the Contractor shall be deemed in default. In the event of default, the Contract shall be deemed terminated, the Owner shall immediately serve notice thereof upon the Contractor and Surety. The Surety shall then take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the Work and prosecute the same to completion. The Contractor and the Surety shall be jointly liable for all expenses, including but not limited to labor, materials, administrative expense and attorney's fees, incurred by the Owner in completing the Contract, and recovering the costs associated therewith.

**27. COMPLETION OF WORK BEFORE FINAL PAYMENT**

In cases where the Contractor has failed to complete minor items of Work within the time set for completion of the Contract, but limited to cases where the value of such uncompleted Work does not exceed five (5) percent of the total construction cost of the Work, then the Owner shall have the right without terminating this Contract, to complete said items of Work, deducting from the sums due the Contractor under this Contract the total cost which the Owner may incur in completing such minor items of Work by force account, or by employing some other Contractor to complete such minor items of Work. Prior to completing such items of Work, the Owner shall deliver to the Contractor a written statement, enumerating and describing the items not completed, and demanding completion of same, within a time to be fixed in such statement by the Owner. The time set forth in such statement must depend on the time reasonably required for the performance of the Work

in question, but shall not in any event be less than ten days, nor more than thirty days. If the Contractor refuses or neglects to comply within the time stated, the Owner may proceed to complete the Contract, and the

Contractor shall be liable to the Owner for all expenses, including but not limited to labor, materials, administrative expenses and attorney's fees, incurred in the completion of the Contract and the recovery of all costs associated therewith.

## 28. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the act of final payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for negligence in the furnishing and installation of faulty materials or workmanship, and unless otherwise specified, the Contractor shall remedy at his expense any such defects, whether such defects were caused by the Work of the Contractor, or any Subcontractor(s) hired by the Contractor, and pay for any damage resulting therefrom, which shall appear within a period of three years from the date of final acceptance. The Owner shall give notice of observed defects with reasonable promptness.

## 29. DELAYS AND EXTENSION OF TIME

If the Contractor is delayed in the progress of the Work by any act of neglect of the Owner or the Engineer, or by any other Contractor employed by the Owner, or by changes ordered in the Work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, or by causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner deems to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner may decide.

## 30. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE

If the Work is ordered stopped by an order of any court, or other public authority, for a period of three months, through no act or fault of the Contractor, anyone employed by him, or any Subcontractor(s) hired by the Contractor, the Contractor may, upon seven (7) days written notice to the Owner, stop Work or terminate this Contract and recover from the Owner payment for all Work satisfactorily performed.

## 31. DISPUTES

All disputes concerning the interpretation of the General Conditions, Project Drawings or Specifications, questions of fact arising under this Contract shall be decided by the Engineer, subject to written appeal by the Contractor, within ten days, to the Owner, whose decision shall be final and conclusive upon the parties hereto. In the meantime, the Contractor shall diligently proceed with the Work as directed.

## 32. DAMAGES

If the Owner should suffer damage in any manner because of any act of the Contractor, anyone employed by him, or any Subcontractor(s) hired by the Contractor, then the Owner shall be indemnified by the Contractor for all cost arising, including but not limited to attorney's fees. Claims under this clause shall be made in writing to the Contractor within a reasonable time, at the first notice of such damage.

## 33. PAYMENT

Payment for Work completed and accepted will be based on the Contract unit price for the actual quantities of materials used unless stipulated otherwise. Payment in the amount of ninety percent (90%) of the progress estimate, approved by the Engineer, will be made on the following schedule for projects with a total cost of less than \$200,000. Payment in the amount of ninety-five percent (95%) of the progress estimate, approved by the Engineer, will be made on the following schedule for projects costing more than \$200,000:

- a) Progress Estimates must be delivered to the Engineer by the Friday following the last day of the month. An original detailed invoice, along with a signed, completed claim form, will be required. The act of submitting any claim for the payment of any Work shall expressly be a representation by the Contractor that the

Contractor, and any Subcontractor(s) hired by the Contractor, have complied with the provisions of Section 20 herein.

- b) If the billing is in order, to the satisfaction of the Engineer, it will be signed by the Engineer, and forwarded to the appropriate Board for approval at their next meeting. Incomplete invoices, improper billings, or uncompleted Work may cause delays in processing.
- c) After approval by the Board, the Claim will be processed for payment. A check will normally be written within thirty (30) days of receipt of a proper invoice and a valid, signed claim.
- d) Within thirty (30) days of the completion of the Work, a final inspection will be held. The Contractor will be notified of the date of this inspection, but attendance is not required. A written summary of requirements for remedial or repair Work will be communicated to the Contractor, and payment of retainage will not be made until all remedial Work cited by the Engineer is completed to the satisfaction of the Engineer. Bills for final claims will be processed in the manner outlined in Paragraphs a), b) and c) above.

On Projects where factors beyond the control of the Contractor cause unreasonable delays in completion of the Project and final payment, or where the Owner determines that satisfactory progress is being made, the ten percent retainage may be reduced at the discretion of the Owner. Reduced retainage must cover the potential cost of replacement or repair of uncompleted or improperly completed portions of the Work. Retainage will normally not be reduced below five percent (5%) until substantial completion of the Project. The Contractor shall submit "Consent of Surety" on AIA Document G707A, "Consent of Surety to Reduction in or Partial Release of Retainage", prior to any request for reduction of retainage.

An Escrow Agreement, as pertains to the Provisions of Indiana Code 36-1-12-14, shall not apply to this contract.

#### 34. FINAL PAYMENT / WAIVER OF LIEN / GUARANTEE

Final payment shall not become due until the Contractor has furnished the Owner an affidavit that all bills or claims from Subcontractor(s), material suppliers of the Contractor and Subcontractor(s) and labor costs of the Contractor and Subcontractor(s) in connection with the Contract have been paid.

The Contractor's right to payment will be based on the units of material in place, as determined by the Engineer, in accordance with the provisions set forth in the Contract Documents. Any materials, workmanship or equipment furnished by the Contractor, or any Subcontractor(s) hired by the Contractor, a part of this Contract which proves to be defective or fails to operate properly within three (3) years following the date of Owner's acceptance of the Work (excepting any damage resulting from normal wear and tear, or violence or casualty not the fault of the Contractor) shall be promptly repaired and replaced by the Contractor upon notification from the Owner. All such replacement and repair Work shall be done at the cost of the Contractor. The Contractor shall indemnify the Owner against all costs or claims arising from any defective material, workmanship or equipment provided by the Contractor, or any Subcontractor(s) hired by the Contractor. The date of acceptance shall be established by the Engineer only after all Work under this Contract has been substantially completed as to quality of workmanship and materials.

#### 35. SEPARATE CONTRACTS

The Owner reserves the right to let other Contracts in connection with other Work associated with the Project but which is not the subject of this Contract. The Contractor shall afford other Contractors reasonable access to the site of the Project for the delivery and storage of materials and the performance of their Work, and shall Properly connect and coordinate his Work.

If any part of the Contractor's Work requires the coordination of Work of any other Contractor, the complete Work to be performed by another Contractor, or Work to be performed by the Owner, the Contractor shall coordinate all such Work and shall inspect and promptly report to the Owner or Engineer any defects in such Work that prohibits the Contractor from performing his Work. Failure by the Contractor to so inspect and report shall constitute an acceptance of the other's Work as fit and proper for the reception of his Work, except as to defects which may develop in the other Contractor's Work after the execution of the Work.

To ensure the proper execution of his subsequent Work, the Contractor shall measure Work already in place, and shall at once report to the Owner or Engineer any discrepancy between the executed Work and the Project Drawings.

### 36. ASSIGNMENT

The Contractor shall not assign the Contract or sublet it as a whole, nor shall he assign any monies due or to become due to him hereunder, without the previous written consent of the Owner.

### 37. SUBCONTRACTS

The Contractor shall, as soon as practicable after the execution of the Contract, notify the Owner or Engineer in writing of the names of Subcontractor(s) which the Contractor proposes to have perform any Work, and the Owner or Engineer may within a reasonable time object the use of said Subcontractor(s) as incompetent or unfit.

If the Contractor has submitted before execution of the Contract a list of Subcontractor(s), and the change of any name on such list is required to be approved in writing by the Owner after such execution, the Contract price shall be increased or decreased by the difference in cost occasioned by such change. The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his Subcontractor(s), and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor(s) and the Owner.

### 38. RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

The Contractor agrees to bind every Subcontractor(s), and every Subcontractor(s) shall agree to be bound by the terms of the Contract, and the Contract Documents, as far as applicable to his Work, including the following provisions, unless specifically noted to the contrary in a Subcontract approved in writing as adequate by the Owner and Engineer.

#### a) The Subcontractor(s) shall agree:

- (1) To be bound to the Contractor by the terms of the Contract, and the Contract Documents, and to assume toward him all the obligations and responsibilities that the Contractor, by these documents, assumes toward the Owner.
- (2) To make all claims for extras, for extensions of time, and for damages for delays or otherwise, to the Contractor, in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner, except that the time for making claims for extra cost is one week.

#### b) The Contractor shall agree:

- (1) To be bound to the Subcontractor(s) by all the obligations that the Owner assumes to the Contractor under this Contract, and the Contract Documents, and by all provisions thereof affording remedies and redress

to the Contractor from the Owner.

- (2) To pay the Subcontractor(s) to such extent as may be provided by the Contract Documents or the Subcontract.
- (3) To make no demand for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the Subcontract.
- (4) That no claim for services rendered or materials furnished by the Contractor to the Subcontractor(s) shall be valid unless written notice thereof is given by the Contractor to the Subcontractor(s) during the first ten days of the calendar month following that in which the claim originated.

Nothing in this article shall create any obligation on the part of the Owner to pay to or to see to the payment of any sums of any Subcontract.

#### 39. MINORITY AND WOMEN BUSINESS ENTERPRISES (M/WBE)

The City of Evansville Municipal Code 3.90.110-180 encourages utilization of Minority and Women Business Enterprises (M/WBE) in the community's purchasing efforts. The Contractor shall provide an atmosphere of equal opportunity for all vendors and prohibit discrimination in all aspects of public operations including the purchasing of products, services and public works contracts.

In addition: ALL construction projects over \$150,000 must include additional information in the specifications (See Attached.) In order to be considered a complete bid, the contractor must complete and include the required forms in their bid response.

#### 40. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to IC 22-5-1.7, CONTRACTOR shall enroll in and verify the work eligibility status of all newly hired employees of CONTRACTOR through the E-Verify Program ("Program"). CONTRACTOR is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

CONTRACTOR and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that CONTRACTOR or its subcontractor subsequently learns is an unauthorized alien. If CONTRACTOR violates this Section 16.23, OWNER shall require CONTRACTOR to remedy the violation not later than thirty (30) days after OWNER notifies CONTRACTOR. If CONTRACTOR fails to remedy the violation within the thirty (30) period, OWNER shall terminate the contract for breach of contract. If OWNER terminates the contract, CONTRACTOR shall, in addition to any other contractual remedies, be liable to OWNER for actual damages. There is a rebuttable presumption that CONTRACTOR did not knowingly employ an unauthorized alien if CONTRACTOR verified the work eligibility status of the employee through the Program.

If CONTRACTOR employs or contracts with an unauthorized alien but OWNER determines that terminating the contract would be detrimental to the public interest or public property, OWNER may allow the contract to remain in effect until OWNER procures a new contractor.

CONTRACTOR shall, prior to performing any work, require each subcontractor to certify to CONTRACTOR that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If CONTRACTOR determines that a subcontractor is in violation of this Section 16.23, CONTRACTOR may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by CONTRACTOR or the subcontractor.

## STANDARD TERMS & CONDITIONS

**Indemnification:** Seller shall indemnify and hold harmless the City of Evansville (CITY), its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Seller's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Seller's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Seller shall indemnify and save harmless CITY, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods or Services and are contributed to by said condition. In the event Seller, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of CITY in the performance of the Contract Documents, Seller agrees that it will indemnify and hold harmless CITY, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.

**Termination for Convenience:** In addition to all of the other rights which CITY may have to cancel this Order, CITY shall have the further right, without assigning any reason therefore, to terminate any work under the Contract Documents, in whole or in part, at any time at its complete discretion by providing 30 days' notice in writing from CITY to Seller. If the Contract is terminated by CITY in accordance with this paragraph, Seller will be paid in an amount which bears the same ratio to the total compensation as does the Goods or Services actually delivered or performed to the total originally contemplated in the Contract. CITY will not be liable to Seller for any costs for completed Goods, Goods in process or materials acquired or contracted for, if such costs were incurred prior to the date of this Order.

**Termination for Default:** CITY may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Seller. In addition to any other remedies available to CITY law or equity, CITY may procure upon such terms as CITY shall deem appropriate, Goods or Services substantially similar to those so terminated, in which case Seller shall be liable to CITY for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.

**Contract Modifications:** The Contract may be amended only by written amendment duly executed by both CITY and Seller. However, minor modifications may be made by CITY that take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of Seller's performance; (b) do not increase Seller's total compensation or method of payment; and (c) either improve the overall quality of the product or service to CITY without increasing the cost, or reduce the total cost of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both the Project Coordinator and Seller, and placed on file with the Contract. No price adjustments will be made



unless the procedure has been included in the Contract and a maximum allowable amount stipulated.

**Nondiscrimination:** During the performance of the Contract, Seller shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.

**Equal Employment Opportunity:** The Equal Employment Opportunity Statement included herein is a condition of the bid. The successful bidder must comply with the equal employment opportunity condition in the execution of the contract.

**Historically Underutilized Businesses:** The CITY invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled, in accordance with the policies and ordinances of the EVSC, City and County.

**General Provisions:** CITY's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Seller hereunder, CITY shall be entitled to recover costs and reasonable attorney's fees. Seller may not assign, pledge, or in any manner encumber Seller's rights under this Order, or delegate the performance of any of its obligations hereunder, without CITY's prior, express written consent.

**Contract Situs:** All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Evansville, Indiana. Indiana law will govern the interpretation and construction of the Contract.

# **TECHNICAL SPECIFICATIONS**

## **City of Evansville, Vanderburgh County**

### **1. GENERAL REQUIREMENTS**

- 1.1 This project consists of building and site demolition of all man-made improvements (including but not limited to) buildings and basement/foundations including backfill of the excavation, securing all necessary permits (demolition, water/sewer cuts, soil erosion and any other required permits by Local, State or Federal government) and removal of all utilities (such as electric, gas, water, and sewer), capping wells, removal of septic systems (if any), fuel oil storage tanks and removal, and disposal of asbestos. The water service to all parcels will be active at the time of demolition. The utility companies will cut their services at the property line. The Demolition Contractor shall exercise caution when removing the water meter pit and the service line to the primary structure so as to not damage the service line feeding the water meter pit. All utilities will be disconnected at the property line by the respective service provider with exception of the sewer. The CONTRACTOR shall cut and photo document the cap of the sewer lines.
- 1.2 The CONTRACTOR shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the demolition and complete site preparation and clearance and supplemental work as required to meet the specifications herein of all structures listed in the contract documents and all man-made improvements. OWNER reserves the right, without invalidating the agreement, to increase or decrease the work by adding and/or deleting any or all items from the Scope of Work.
- 1.3 Award of the Bid is subject to approval of the City of Evansville. The Bidder agrees to furnish all records and reports required for compliance with Federal Regulations for this bid and contract.
- 1.4 The work which the CONTRACTOR is required to perform under this Contract, shall commence at the time stipulated by the OWNER in the second and Final "Notice to Proceed" to the CONTRACTOR. The project shall be fully completed within forty-five (45) calendar days of the date of the final issuance of "Notice to Proceed" by the OWNER. OWNER shall issue first "Notice to Proceed" to CONTRACTOR for a pre-demolition sample, if required, and CONTRACTOR shall complete sample within seven (7) Calendar days of the date of the first issuance. If the contract is not completed within the specified time, \$250.00 per structure per day will be assessed as liquidated damages, not as penalty, but as damages sustained for each calendar day each structure that remains un-demolished and/or cleared, as required by the Contract Documents, beyond the Contract Completion Date.
- 1.5 A mandatory Pre-demolition Meeting will be held with the CONTRACTOR after the bid award to review methods, procedures and requirements related to the demolition including, but not limited to, the following:
  - Provide the date that the work is to start
  - Provide demolition plan along with schedule
  - Provide pre-demolition photographs

- Demolition permit and any other required permits
- Written verification from utilities that service is shut off
- Written verification from private exterminator
- Review of the Pre-demolition surveys of potential environmental hazards
- Asbestos Testing Reports
- Notification of Demolition to IDEM and any other agencies
- Erosion & Sediment Control Permit (if applicable)
- Proposed dump site location(s)
- Provide clean fill certification letters and material testing report for each fill source
- Pre-Demolition Sample requirements (if applicable)

- 1.6 CONTRACTOR shall provide the OWNER (within 3 business days after receipt of final NTP) an anticipated demolition schedule. If the construction schedule changes the CONTRACTOR shall be required to supply a revised schedule to the OWNER.
- 1.7 It is recommended that the CONTRACTOR take pre-demolition photographs or videotapes showing existing conditions in sufficient detail of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations.
- 1.8 Contractor shall supply landfill manifests for disposal of all regulated material and dump tickets for all non-regulated material on a per parcel basis as a condition of payment.
- 1.9 Contractor shall submit to Owner a Visual Observation Report (prior to the start of demolition) from the asbestos abatement contractor verifying all identified asbestos containing material (made friable under the force of demolition) has been abated per governing requirements.
- 1.10 Contractor shall provide a Letter of Compliance, on a per parcel basis, acknowledging that items identified on the Pre-demolition survey reports have been removed and disposed per Local, State and Federal requirements.
- 1.11 Contractor billing shall be in the form of an AIA G702/G703. Contractor will be required to provide a Schedule of Values (AIA G703) that establishes line items for the following per parcel:
1. Demolition/Site Clearing
  2. Backfill, Backfill Compaction, Site Grading, Site Seeding
- 1.12 In addition to 1.11 above, Contractor will be required to take photo documentation of the parcel prior to demolition/site clearing (1 front and 1 back of each parcel) and after grading and seeding is complete (1 front and 1 back of each parcel). These photos will need to be submitted when billing for each appropriate line item (i.e.: pre-demolition photos when Demolition/Site Clearing is billed).
- 1.13 Contractor will be required to submit clean fill certification letters and material testing report obtained by the Contractor from each fill source or testing facility, written on the company's letterhead, and stating the following:

1. Material is clean and free of contaminants and all deleterious substances

2. Material confirms to ASTM D2487 Group Symbol SP

## **2. RODENT ABATEMENT**

2.1 CONTRACTOR shall perform site assessment of the locations identified in bid document for purposes of setting adequate rodent bait stations on the interior of property and to bait all rat burrows on the exterior of the property.

2.2 The CONTRACTOR shall conduct (1) follow up visit to each property to rebait the stations and inspect for activity. CONTRACTOR will conduct one final visit prior to demolition of the property to collect baiting materials from each location.

2.3 The CONTRACTOR is responsible for fully complying with all applicable federal, state and local laws and regulations. The CONTRACTOR will be responsible for the safe use and placement of the rodent bait used and protective clothing, equipment and devices shall at minimum conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

2.4 CONTRACTOR shall provide a Letter of Compliance, on a per parcel basis, acknowledging that Rodent Abatement has been performed in accordance with this Section.

## **3. DEMOLITION**

The demolition of structures shall include the removal of existing basement walls, basement floors and appurtenances, including utility service lines, gas tanks, storage & septic tanks, and the backfilling of each area so designated. The CONTRACTOR shall disconnect all utility service lines which provide services to secondary structures. Such demolition shall be performed in the following manner.

- 3.1 The building, foundation, curbs, sidewalks, concrete drives, and all appurtenances outside of the public Right of Way shall be removed to one (1) foot below its current depth or as otherwise directed.
- 3.2 Concrete slabs atop basements (walls, floors), pits, wells or cisterns, shall be broken and removed. Basement walls and floors including those where buildings have been previously removed shall be removed to their current depth, unless otherwise specified or directed by the OWNER.
- 3.3 All debris and unsuitable material in basement areas shall be completely removed and disposed of by the CONTRACTOR at own expense. Disposal shall be made concurrently with the demolition Work. Accumulations of combustible materials shall not be permitted at any time. Emission of excessive dust or particulate matter shall not occur in the course of demolition activity.
- 3.4 All cisterns shall be abandoned in place by filling with lean concrete as specified under Backfill Grading and Restoration. Open wells in the area of demolition shall be properly closed and sealed in accordance with all State and Local requirements.

- 3.5 Each parcel shall be left clean and free of all debris, rubbish, refuse, trash or any other foreign materials until Owners final acceptance of the site. Each parcel shall be left in a condition satisfactory to the OWNER, and individual inspection and acceptance will be made for each building or structure.
- 3.6 The CONTRACTOR shall not use concrete from walks, steps, curbs, or any other material of this nature for such backfilling. The final grade of backfill for basements, pits, wells, and cisterns shall conform to surrounding area in such a manner as to present a neat, well drained appearance. Final finish grade shall not allow drainage to an adjacent parcel unless it is directed to a pre-existing swale or storm inlet structure.
- 3.7 Loading, removal, transportation costs, dumping fees, dumpster fees, or any other fees associated with the disposal of all demolition debris and material shall be the sole responsibility of the CONTRACTOR.
- 3.8 The CONTRACTOR shall remove all dead and/or hazardous trees and/or other vegetation from the property. All living woody growth with a trunk diameter of 6 inches or less that has been identified as “volunteer or weedy growth” shall be removed.
- 3.9 CONTRACTOR shall also be responsible for the performance of all other incidental and collateral work necessary to fully complete the removal of the building(s) and other improvements. This shall include barricading and fencing the Work site and around all open holes until completion of back fill, this requirement shall be in compliance with the regulations set forth by Indiana Occupational Safety and Health Association.

Unless otherwise directed or permitted, the CONTRACTOR shall arrange and execute the Work in such a manner that all highways, streets, alleys and public sidewalks within the construction limits shall be open to normal vehicular traffic and pedestrian traffic at all times.

- a. If the CONTRACTOR blocks or uses a portion of the Right of Way, then the CONTRACTOR will be required to obtain a Right of Way Permit in advance from contracting authority.
- 3.10 The CONTRACTOR shall keep the site clean, orderly and safe while the Work is in progress. Tracked type construction equipment on the pavement, including public streets, alleys and sidewalks, is not permitted. The operation of overweight or oversize equipment on the pavement shall be governed by State and Local ordinances, laws, and regulations. Any damage to existing infrastructure and facilities caused by the CONTRACTOR’s operations or equipment shall be satisfactorily replaced or repaired by the CONTRACTOR at no additional expense to the OWNER or property owner.
- 3.11 The CONTRACTOR may store demolition equipment and materials within the construction Limits, but outside the public Right of Way by at least 30 feet. All equipment and materials shall be removed immediately following work completion.
- 3.12 The CONTRACTOR shall not enter private property outside of the construction limits for any purpose in connection with the Work without obtaining the written permission of the property owner and shall obtain a property release from said owner at the completion of the Work.

- 3.13 The CONTRACTOR shall restore and fully compensate any injured party for any damage or injury to public or private property, in a manner acceptable to the OWNER.
- 3.14 The CONTRACTOR shall provide protection for all parking areas, walks, streets, drives, adjacent buildings, and equipment both on and off the property and in the adjacent street not scheduled for demolition. Unless specified by the Owner, the CONTRACTOR shall take all necessary precautionary measures and perform the work in such a manner, so as to adequately protect and safeguard the existing pavement, drainage structures, and other existing facilities in place from any damage due to demolition operations. Damage done shall be repaired or replaced to the satisfaction of the OWNER by the CONTRACTOR at the CONTRACTOR'S expense
- 3.15 All wrecking and backfilling shall be in accordance with all applicable codes, statutes, standards, and specifications. Jetting of fill to obtain the required minimum density is prohibited.
- 3.16 If necessary, the CONTRACTOR shall slope, sheet, shore, or brace excavations to prevent danger to persons, structures, and adjacent properties and to prevent caving, erosion, and loss of surrounding soil. The sheeting, shoring or bracing shall be designed to be removed at the completion of the excavation work. Any damage caused by failure of the sheeting, shoring, or bracing and for the settlement of filled excavations or adjacent soil shall be repaired at the CONTRACTOR'S expense. The CONTRACTOR shall protect the perimeter to prevent danger to others if leaving open excavation at the end of the work day.
- 3.17 All Work as specified shall be paid for as set out in the Itemized Proposal and Declarations. All other Work (unless otherwise specified) shall not be paid for directly but shall be included in the cost of other items of the contract.
- 3.18 Contractor billing shall be in the form of an AIA G702/G703. Contractor will be required to provide a Schedule of Values (AIA G703) that establishes line items for the following per parcel:
- a. Demolition/Site Clearing
  - b. Backfill, Backfill Compaction, Site Grading, Site Seeding

#### **4. PERMITS AND NOTIFICATIONS**

- 4.1 The CONTRACTOR shall be responsible for obtaining (and closing) all permits necessary for demolition of each structure prior to commencing the work. Permits costs shall be included in the Demolition bid item. Permits shall include but are not limited to:
- Obtaining a demolition permit to be posted for the duration of demolition
  - Completing & submitting and obtaining an Erosion & Sediment Control Permit (if applicable)
  - Completing and submitting an Asbestos Notification of Demolition to IDEM. Must be submitted **10 working days** prior to the demolition of the structure(s).

- 4.2 The CONTRACTOR shall give any necessary notification of the demolitions to IDEM, EPA or any other required notifications by Local, State or Federal government. Any fees associated with such notifications shall be included in the Bid price for demolition.
- 4.3 Prior to performing work, the CONTRACTOR will be responsible for verification that asbestos-containing materials (ACM) and other identified hazardous wastes or materials are removed from the structure in accordance with Federal, State and Local Regulations. Non-regulated category 1 non-friable asbestos may remain in place during demolition activities if the criteria listed in the Demolition Survey recommendations are adhered to.
- 4.4 If additional ACM is encountered during demolition activities, the CONTRACTOR shall stop work immediately. The CONTRACTOR shall assign the removal of regulated asbestos containing materials to an asbestos removal CONTRACTOR licensed with the State of Indiana. The CONTRACTOR shall submit to the OWNER documentation certifying that regulated asbestos was removed from the properties and shall follow all rules and regulations regarding asbestos removal. The OWNER shall not be held liable for actions or damages caused by the CONTRACTOR or his subcontractors if asbestos is not properly removed & disposed during demolition activities.
- 4.5 All abatement activities must be conducted in accordance with requirements set forth by Federal, State and Local Regulations. The Contractor shall indemnify and hold the Owner and Recipient harmless for any fine or fee assessed by a regulatory agency and/ or if the Contractor fails to abide and comply with the permitting process, obtaining permits, and/or regulations.
- 4.6 The CONTRACTOR shall also be required to notify adjoining property owners 48 hours in advance of the proposed demolition. Adjoining property owners should be notified using the Blight Elimination Program Notification form.
- 4.7 The CONTRACTOR shall also be required to notify residents of any parking restrictions/street closings affecting access to their property. This can be accomplished by posting temporary laminated signs in the vicinity of the closure/work zone.
- 4.8 Prior to Demolition a mandatory pre-demolition meeting with the CONTRACTOR, IHCD, BLN and the OWNER will be held. Owner will schedule the meeting with IHCD and BLN at least two (2) weeks' prior to meeting. Upon a pre-demolition meeting a sample demolition may be scheduled for at least one (1) of the structures in conjunction with BLN or IHCD. If a sample demolition is required, a final notice to proceed will not be scheduled by Owner without approval from BLN and/or IHCD for remaining structures.

## **5. UTILITIES**

- 5.1 The CONTRACTOR shall take all necessary precautions to prevent damage of trees, pipes, conduits and other underground structures and public utilities, and shall carefully protect from damage all land monuments and property markers until an authorized agent has referenced their locations, and as authorized by the OWNER.

- 5.2 The CONTRACTOR shall notify all corporations, companies, individuals, or local authorities owning conduits, wires, or pipes running to the property. The CONTRACTOR shall arrange for the removal of all wires running to and on the property. The CONTRACTOR shall cap all pipes and sewers that are to remain on the property with Class "A" concrete.
- 5.3 All storm and sanitary sump pumps, down spouts, floor drains and laterals shall be completely removed up to and capped at the property lines. If the lateral is a shared lateral and it is located on the site of demolition it shall be marked and left in place with only the non-active feed being capped. Sanitary sewer lines shall be abandoned per the local utility requirements. CONTRACTOR shall obtain all necessary permits prior to commencing the Work.
- 5.4 Water supply lines leading directly into the property supplied from the distribution main or private main shall be cut and capped at property line by the utility company. Contractor shall remove water line to the primary structure (and including) the water meter pit. The removal shall be per the current standards of the local utility. No direct payment will be made for the removal of the existing water service(s), but the cost thereof shall be included in the costs of the other items of the Contract.
- 5.5 Utility disconnect letters will be issued to the demolition contractor along with the Notice to Proceed.

## **6. FUGITIVE DUST CONTROL**

- 6.1 The CONTRACTOR shall keep dust down at all times, including nonworking periods. All areas disturbed by demolition activities (structures, debris, soils,) should be sprayed and thoroughly wetted with water. All demolitions activities shall be conducted using methods that minimize the generation of dust.
- 6.2 The CONTRACTOR must prevent airborne dust from dispersing into the atmosphere and impacting surrounding property. Maintain adequate water supply. This may require a water tank truck if insufficient water is available on site. Equipment used to apply water shall, at a minimum, consist of a tank, a spray bar, and a gauge-equipped pump and/or fire hose.

## **7. EROSION CONTROL**

- 7.1 CONTRACTOR shall protect all on-site catch basins and public storm sewer inlets, located near the site from possible contaminated runoff of soil and/or demolition materials. Protection techniques shall be in compliance with governing code. All erosion control measures shall be in place prior to the start of demolition.
- 7.2 Where raised areas, hills and retaining walls or curbs are specified for removal, the CONTRACTOR shall cut back to a maximum slope of 3:1, flat enough to prevent erosion. An erosion control mat with grass seed shall be placed and properly staked on the slope to prevent the slippage of soil onto public sidewalks and thoroughfares. Low spots remaining after the removal of curbs or walls shall be filled to grade and carefully compacted. Install erosion control measures so as to prevent soil laden water from entering into storm sewers and/or waterways. Contractor shall



be responsible for all costs to submit and implement an erosion control plan on any parcel where more than one acre of area is disturbed by demolition operations. Work shall not commence until CONTRACTOR has received approval on the erosion control plan.

## **8. DISPOSAL OF MATERIALS**

- 8.1 All materials (at the commencement of demolition) removed from the buildings, including fixtures and appurtenances shall be the property of the CONTRACTOR and shall be entirely removed from the premises. The entire premises shall be cleared of all junk, refuse, debris, and materials resulting from the removal of the buildings and contents. Upon completion of the work, the site shall be left in a neat condition. All demolition debris must be disposed of at a licensed landfill. Copies of dump receipts or tickets must accompany CONTRACTOR payment request prior to OWNER authorizing payment.
- 8.2 If the CONTRACTOR encounters any suspected contaminated or hazardous material, the CONTRACTOR shall stop work immediately and contact the OWNER to determine the appropriate method of handling and disposing such material. Vehicles transporting loose materials or debris shall use a container or vehicle which is equipped with a lid or cover venting the escape of any contents.

## **9. BACKFILL GRADING AND RESTORATION**

- 9.1 Upon completion of demolition, removal, and disposal of existing debris from basements, including termination of utilities, removal of floor drains, and breaking basement floors, the CONTRACTOR shall backfill basement areas with clean fill material. The CONTRACTOR shall provide all fill necessary to bring the existing grades under the demolished building to be level with the adjacent present grades. The CONTRACTOR shall compact the fill in 6-12" lifts with a vibratory compactor and left clean. No compaction testing will be required, but the CONTRACTOR shall warranty the fill material against settling at all areas for a period of one year.
- 9.2 The fill material shall be clean and free of organic matter, rubble, frost and all deleterious substance. The fill material shall conform to ASTM D2487 Group Symbol SP and have no stones or rocks larger than 2-inches in any dimension. The CONTRACTOR shall obtain all fill material from off-site commercial or approved sources that are free from contamination and provide documentation from each source of fill verifying the fill to be free of contaminants.
- 9.3 The CONTRACTOR shall grade the site to ensure positive drainage and conform to the surrounding sites. Area grading shall consist of the grading of filled areas, the leveling of ground broken by demolition operations and the removal of non-draining areas. Said area grading shall be finish grade, leaving surface relatively smooth and capable of draining. Low areas which could permit the retention and pooling of water shall be filled or graded to drain so that no pooling of water can occur.
- 9.4 After the fine grading operation, the CONTRACTOR shall apply six (6) inches of screened top soil from off-site commercial or approved sources to each area that is free from pulverized building materials and construction debris. The surrounding ground shall be raked to the satisfaction of the

OWNER and seeded with an approved low growth grass seed such as one consisting of a mixture of 70% tall fescue, 20% perennial rye grass and 10% Kentucky Blue Grass applied at a rate of 100 pounds per acre, placed upon screened Topsoil covered with straw (or approved equivalent) mulch.

- 9.5 All excavations shall be properly shored, benched or sloped as required by The Occupational Safety and Health Administration's (OSHA) Excavation and Trenching Standard, Title 29 of the Code of Federal Regulation (CFR), Part 1926, Subpart P.
- 9.6 "Lean concrete" will be allowed as fill for underground tanks, cisterns, and other confined spaces shall be Ready-mix Controlled Low Strength Material (used as an alternative to compacted soil) designed with a compressive strength that will allow machine excavation at a compressive strength of 175 psi maximum at 1 year. Lean concrete fill shall be of such consistency and strength as to not settle and of such consistency and strength that it can be removed without the use of heavy equipment after final set. The top 12" of soil fill above lean concrete shall conform to item 9.2 above.

## **10. FINAL INSPECTION**

- 10.1 Upon written notice from CONTRACTOR that the entire Work or an agreed upon portion thereof is complete, The OWNER will make a final inspection of each demolished parcel and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete and remedy such Work to the satisfaction of OWNER. Upon written notice from CONTRACTOR that all Work which was incomplete or defective has been completed or remedied, the OWNER will make an additional inspection to verify the work performed. If it is determined that the Work is still incomplete or defective, CONTRACTOR shall bear all direct, indirect and consequential costs of re-inspecting said Work (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) and OWNER shall be entitled to an appropriate decrease in the Contract Price by written agreement.