

REQUEST FOR QUOTES – MOWING AND DEBRIS REMOVAL SERVICES

The Department of Metropolitan Development (DMD) is seeking Quotes for lawn care/mowing and debris removal services for properties owned by the City. The properties are predominantly residential parcels, most are vacant lots, all are within the City of Evansville, the majority in Pigeon Township.

DMD maintains a list of all properties that are to be mowed and maintained. As a property is acquired or sold, lots will be added or deleted from the list. All properties are to be mowed once every two weeks of the mowing season. Estimated beginning and end dates for properties to be mowed every two weeks are April 1, 2023 to November 15, 2023. In extremely dry weather, mowing is to occur less often **at the direction of DMD**. **Quantity of properties are estimates only**, DMD makes no guarantees, expressed or otherwise, that this quantity of work will be performed. Currently, approximately 13 parcels or combined parcels are included.

The selected contractor will be paid on a per lot basis, with three (3) lot size rate categories as shown on the Itemized Quote. If parcels are immediately adjacent, the combined square footage of the contiguous lots will be considered the size of the lot for billing purposes. Rates shall then be applied on a contiguous lot basis. The size of lots will be determined from the official plat maps in the offices of the Vanderburgh County Assessor. Prior written approval will be required for compensation for any additional services over and above the regular unit price.

EQUIPMENT AND PERFORMANCE REQUIREMENTS

The selected contractor will be required to furnish all materials, labor and equipment necessary to cut grass/weeds on the properties and to **trim as necessary** to remove growth along sidewalks, curbs, alleys, fence rows, building foundations, and around trees, bushes, etc. The selected contractor must obtain a Tree Pruners (Arborist) License for tree trimming from the City Arborist by June 1, 2023.

At a minimum, the equipment below is recommended to perform required volume of work included in this request for Quote:

- Work truck(s) with insurance coverage on all vehicles
- Trailer(s) to haul equipment
- Push Mower(s)
- At minimum (3) string weed trimmers
- At minimum (3) leaf blowers
- 48", 52" and 60" riding mowers

The contractor will be required to sweep/blow sidewalks, driveways, etc. and to rake, vacuum or use other means to remove all clippings and debris from the property resulting from mowing operations. The contractor shall be responsible for off-site disposal. Costs for removal of clippings and debris and their disposal shall be included in the contractor's prices for mowing services.

In addition to mowing and trimming, selected contractor shall routinely remove and dispose of all debris which may be found on properties on the regular mowing rotations. Periodically properties may experience large quantities of illegal dumping, the selected contractor will be directed to remove these materials as necessary, which will be paid on an hourly basis as noted in item #7 of the Itemized Quote.

Upon completion of mowing any property, the property shall look freshly mowed and uniform in height and appearance over the entirety of the property. The use of string trimmers for other than trimming operations will not be acceptable.

ADMINISTRATIVE REQUIREMENTS

The contractor shall furnish a signed written invoice with a unique invoice number specifying the property that was mowed, by address, the date on which it was mowed and other information required for billing purposes. This information should be submitted to DMD within two weeks of the performance of the work. Invoicing structure/format along with a list of properties to be mowed/maintained will be provided to selected contractor for billing purposes upon award of the contract.

The contractor may not discriminate in hiring or employment practices on the basis of race, color, religion, sex, handicap, familial status, ancestry or national origin. The contractor shall agree to comply with the anti-discrimination provisions of Indiana Code 5-16-6.

The City of Evansville formally adopted a Minority and Women Business Utilization Plan illustrating a commitment 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 and to prohibit discrimination in all aspects of public operations including the purchasing of products, services and public works contracts. (See City of Evansville Municipal Code 3.30.870-876). .

Quotes shall be properly and completely executed on forms included in the Request for Quotes. These include the E-Verify Compliance document, the completed Contractor Questionnaire, the MBE/WBE Information document, and the Itemized Quote. Quotes shall include all information requested by Indiana Form 96 (Revised 2010). Quotes must be completed in ink or typewritten. No alterations or interlineation will be permitted, unless made before submission and initialed and dated. The Owner may make such investigations as deemed necessary to determine the ability of the Contractor to perform the work and the Contractor shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Quote if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Owner that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

A draft of the contract to be executed is included with this Request for Quote.

Contractor shall furnish proof of liability and medical insurance in the following minimum amounts:

COMPREHENSIVE GENERAL LIABILITY

| | | |
|------------------------|-------------|----------------|
| Bodily Injury or Death | \$500,000 | per occurrence |
| | \$1,000,000 | aggregate |
| Property Damage | \$100,000 | per occurrence |
| Medical Expense | \$5,000 | per person |

AUTOMOBILE LIABILITY

| | | |
|------------------------|-------------|----------------|
| Bodily Injury or Death | \$500,000 | per occurrence |
| | \$1,000,000 | aggregate |
| Property Damage | \$100,000 | per occurrence |
| | \$300,000 | aggregate |
| Medical Expense | \$5,000 | per person |

The City of Evansville must be listed on the Insurance Certification as an Additional Insured

RANDOM DRUG TESTING POLICY

Following are the requirements for required random drug testing programs as provided for in Chapter 3.95.020 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 Proposal 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 Quote.** Failure to provide evidence of the Contractor's random drug testing policy or program shall result in a rejection of the Quote. Submitting false information concerning compliance with the requirements of this chapter shall result in the rejection of the Quote 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 Twenty Thousand Dollars.

E-VERIFY COMPLIANCE:

Pursuant to I.C. 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. Also, pursuant to I.C. 22-5-1.7, *Contractor* must execute an affidavit affirming that the *Contractor* does not knowingly employ an unauthorized alien and confirming *Contractor’s* enrollment in the Program, unless the Program no longer exists, which Affidavit shall be filed with the City prior to the execution of this contract.

E-VERIFY AFFIDAVIT:

The undersigned being duly sworn upon *(his)(her)* oath, now says that I, _____ *(name)*,
_____ *(position)* at _____ *(business*
entity), do hereby state that _____ *(business entity)* does not
knowingly employ unauthorized aliens and participates in the E-Verify Program when it hires new employees to
confirm their work eligibility.

I swear or affirm, under the penalties for perjury, that the foregoing statements are true.

Signature of affiant (include title and name of business entity)

Date signed

QUOTE SUBMISSION AND OPENING INFORMATION

Quotes for 2023 Mowing and Debris Removal Services are to be submitted to the Department of Metropolitan Development, 1 NW Martin Luther King Jr. Blvd., Room 306, Evansville, Indiana 47708 in a sealed envelope marked “**Department of Metropolitan Development - Mowing and Debris Removal Quote**” by **8:30 a.m. on Tuesday, March 07, 2023**. DMD will award the contract to the lowest, most responsive and responsible submission. Quotes will be opened on **March 07, 2023 in Room 301 of the Civic Center Complex** at 8:30 a.m. at the regular Evansville Redevelopment Commission meeting.

DMD reserves the right to reject any and/or all Quotes and to waive any informalities in the Quotes.

2023 MOWING and DEBRIS REMOVAL CONTRACTOR QUESTIONNAIRE (continued)

Identify any governmental agencies with which you have had mowing contracts since 2019:
(Include agency name, contact person and phone number).

| Agency Name | Contact Person | Phone Number |
|--------------------|-----------------------|---------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

List three (3) commercial client references with which you had mowing contracts during 2022:
(Include client name, contact person and phone number).

| Client Name | Contact Person | Phone Number |
|--------------------|-----------------------|---------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

MBE/WBE INFORMATION

I am a certified Minority or Women Owned Enterprise (circle one) YES _____ NO _____ I don't know _____

Complete the following information **ONLY** if answered **YES** above:

Firm Name:

By:

Title:

Address:

City/State/Zip:

E-Mail

Address:

Cell Phone

Number:

Telephone

Number:

Fax

Number:

Signature:

Date:

Title:

**2023
Itemized Quote
Department of Metropolitan Development
Mowing and Debris Removal Services
Residential, Commercial and Vacant Parcels**

All items include labor, materials, equipment, insurance, wages, fuel, benefits, disposal fees, profit, etc., required to complete the work in accordance with the attached contract documents and specifications.

Quote Due Date: **March 07, 2023 by 8:30 a.m.**

| MOWING, TRIMMING & CLEANUP OF: | Estimated Quantity | Unit Price | Total per item(s) per unit price |
|--|---------------------------|-------------------|---|
| ITEM #1 – Parcels less than 5,000 sq. ft. | 0 | \$ _____ | \$ _____ |
| ITEM #2 – Parcels with 5,000 sq. ft. or greater, but less than 10,000 sq. ft. | 1 | \$ _____ | \$ _____ |
| ITEM #3 – Parcels 10,000 sq. ft. or larger | 3 | \$ _____ | \$ _____ |
| ITEM #4 – Public Parking lots – 1 or 2 times per month Details found on current list of properties | 7 | \$ _____ | \$ _____ |
| ITEM #5 – Jacobsville Complete Street Details found on current list of properties | N/A | \$ _____ | \$ _____ |
| ITEM #6 – Downtown Streetscape Details found on current list of properties | N/A | \$ _____ | \$ _____ |
| ITEM #7 –Special Circumstances (not on regular contract) Hourly Rate for mowing, trimming, debris removal, seed sowing, as directed or other unusual circumstances as determined by DMD NOTE: Not included in Total Quote listed below | N/A | \$ _____ | Per Employee Per Hour |

NOTE: Quantities for each item are estimated only, and DMD makes no guarantee, expressed or otherwise, that this quantity of work will be performed.

The rates listed above are valid until December 31, 2023. If the Contractor is willing to maintain the same rates and it is mutually agreed upon, Evansville Redevelopment Commission may extend the contract for up to two (2) additional years.

TOTAL OF QUOTE \$ _____

SIGNATURE _____ DATE _____

CURRENT LIST OF PROPERTIES OWNED BY ERC or DMD

OPEN/VACANT LOTS

- BOND STREET PROPERTIES (501 NW Third St, 502 506 NW Fourth St, 508 NW Fourth St, 511 NW Third St, 514 516 NW Fourth St and a portion of 526 NW Fourth St) – Mowing and string trimming biweekly, large open vacant lot (approx. .9 acre)
- 118 GARFIELD, 204 W ILLINOIS, 208 W ILLINOIS – Fenced lot with stored materials. (approx. 130' X 56' lot size) Will need mainly string trimmed and weed control in and around site. There is a building associated with this property and will need to maintain Garfield Street frontage.
- 16, 18, 22, 26, 28 W COLUMBIA and 13 W DELAWARE –This land is a large open lot (approx. 210' X 140' lot size plus 30' X 140' lot size) - mowing and string trimming biweekly
- LST Park – 405 NW Riverside Drive – This park is located adjacent to the LST Museum (approx. 260' x 60') mowing and string trimming biweekly. Map of area to be maintained attached as **Exhibit A**

PUBLIC PARKING LOTS

- 602 N MAIN – Public parking lot/landscaped beds- maintenance of landscaped beds includes blowing out/picking up leaves and debris and weed control 1 X month or as needed/when necessary
- 14 W IOWA – Public parking lot/landscaped beds- maintenance of landscaped beds includes blowing out/picking up leaves and debris and weed control 1 X month or as needed/when necessary
- 28 E IOWA - Public parking lot/landscaped beds- maintenance of landscaped beds includes blowing out/picking up leaves and debris and weed control 1 X month or as needed/when necessary
- 420 SE 8TH STREET – Public parking lot/landscaped beds- mowing and maintenance of landscaped beds includes blowing out/picking up leaves and debris and weed control 2 X month or as needed/when necessary
- 1161 PARRETT STREET – Public parking lot/landscaped beds- mowing and maintenance of landscaped beds includes blowing out/picking up leaves and debris and weed control 2 X month or as needed/when necessary
- 1100 PARRETT STREET – Public parking lot across from Alhambra theatre - parking lot/landscaped beds- mowing and maintenance of landscaped beds includes blowing out/picking up leaves and debris and weed control 2 X month or as needed/when necessary
- 9 WASHINGTON and 60-62 ADAMS - Public Parking Lot between Washington Ave and Adams - parking lot/landscaped beds- mowing and maintenance of landscaped beds includes blowing out/picking up leaves and debris and weed control 2 X month or as needed/when necessary

COMPLETE STREETS AND STREETSCAPE AREAS

JACOBSVILLE COMPLETE STREETS

North Main Corridor/Virginia Street Corridor – these are the landscape beds and sod strips with irrigations systems installed. The North Main Corridor is approximately 15 blocks from Division Street to Morgan Ave. The Virginia Street Corridor is approximately 8 blocks from N. Main to First Ave. See **Exhibit B**

Work to include:

- Mowing of sod areas from street to bike/walking path
- Perennial plant maintenance (spring and fall)
- Blowing off/cleaning of bike/walking path
- String trimming as necessary

NOTE: Keep string trimming to **concrete bases only**
around Bollards on N. Main Street

DOWNTOWN STREETSCAPE

Area bounded generally by Martin Luther King Jr. Blvd / Cherry Street / 4th Street and Main Street.

See **Exhibit C**

Work to include:

Mowing and trimming of sod along

- East side of 4th St. from Cherry to Bob Jones Way
- 5th St. from Locust to Main
- Bob Jones Way from MLK to 6th St.

Perennial maintenance and mowing of area around Ford Center/Hotel Connector Building at Walnut St. and MLK.

Maintenance of Downtown Stormwater Planters (SWP) beds including monthly removal of weeds, trash and debris. **NO PESTICIDES** will be used in the maintenance of these beds.

- 3 SWP along Bob Jones Way. between MLK & 6th St.
- 2 SWP on 6th St. from Cherry to Bob Jones Way
- 7 SWP on Cherry St. from MLK to 4th
- 2 SWP on 4th St. from Cherry to Chestnut
- 2 SWP on 5th St. from Locust to Main

CHECKLIST FOR QUOTE SUBMISSION

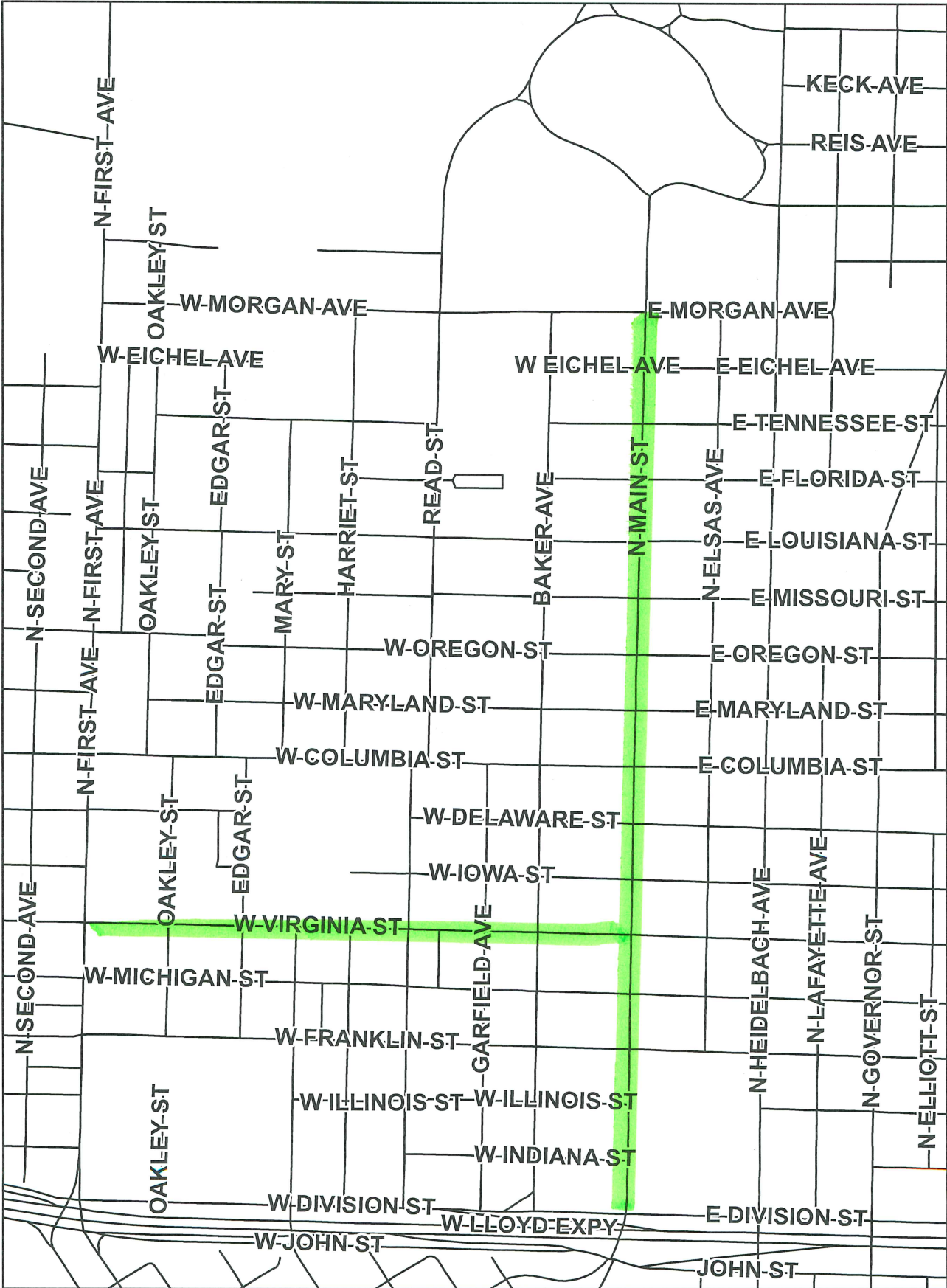
- Copy of Insurance Certification per requirements contained in RFP – pg. 2
- Copy of Contractors Random Drug Testing Policy – pg. 3
- Completed and Signed E-Verify Affidavit – pg. 4
- Completed Contractor Questionnaire – pgs. 6-7
- Completed and Signed MBE/WBE Information document – pg. 8
- Completed and Signed Itemized Quote – pg. 9

EXHIBIT A



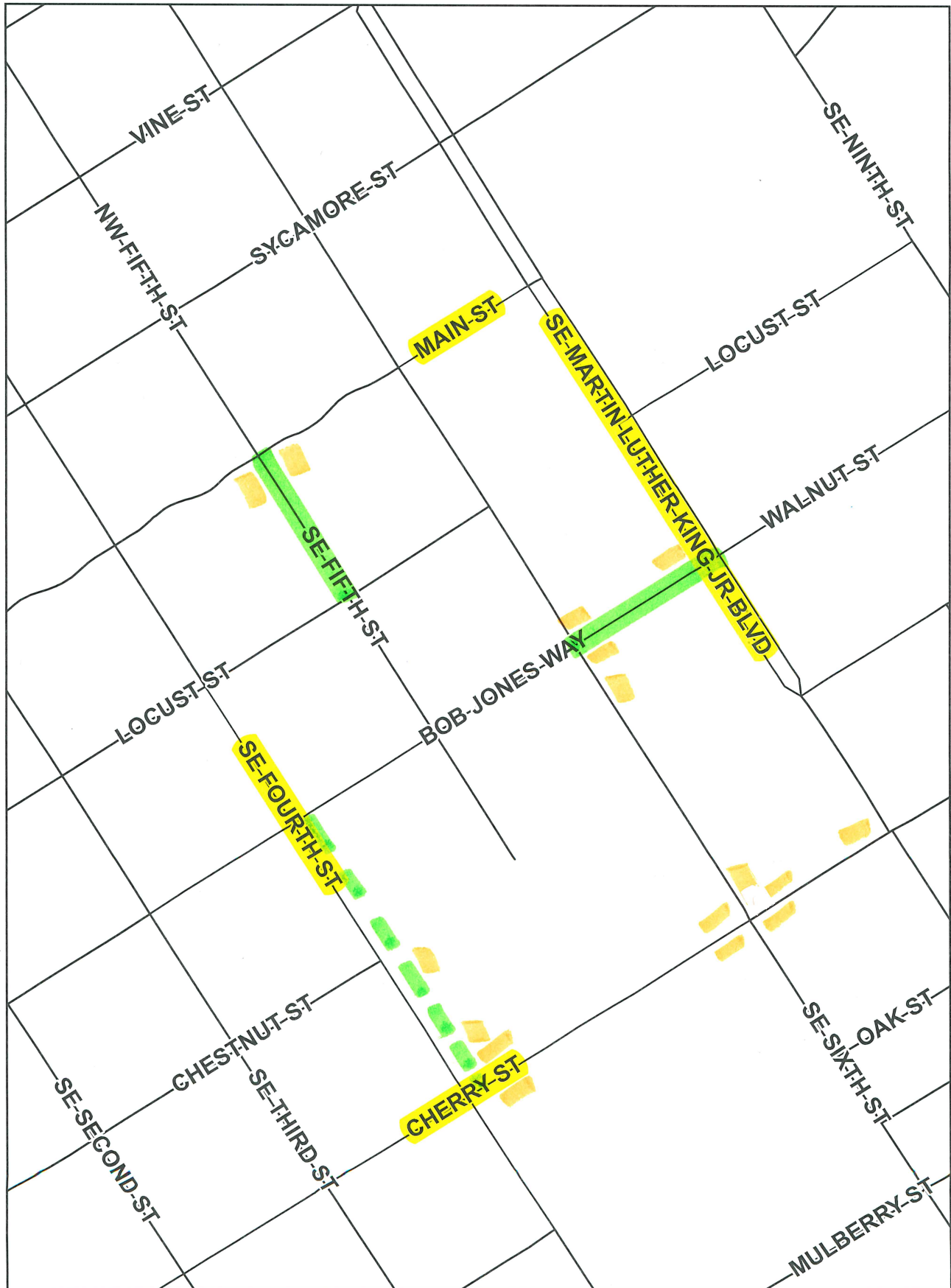
GENERAL AREA TO MOW / MAINTAIN

EXHIBIT B



AREA TO BE MAINTAINED

EXHIBIT C



Mowing and trimming of sod areas
Stormwater Planters (SWP)

AGREEMENT FOR MOWING AND DEBRIS REMOVAL SERVICES

This Agreement executed this _____ day of _____, 2023, is entered into by and between the City of Evansville, Indiana, **Department of Metropolitan Development** acting by and through its **Evansville Redevelopment Commission**, 306 Civic Center Complex, 1 NW Martin Luther King Jr. Blvd., Evansville, Indiana 47708 herein referred to as "COMMISSION" and _____, herein referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COMMISSION requested proposals for mowing and debris removal services from local firms, and the CONTRACTOR submitted its written proposal and other required documents for the following described services, to wit:

Lawn Care,/Mowing and Debris Removal Services for properties owned by the
Department of Metropolitan Development (DMD) and the
Evansville Redevelopment Commission (COMMISSION)

Collectively the properties referred to as "Real Estate". The CONTRACTOR represents that the proposal (Exhibit A) was made pursuant to and in accordance with the "Request for Proposals- Mowing Services and Debris Removal" prepared by the Department of Metropolitan Development, City of Evansville, by and through its Department of Redevelopment, which is attached hereto as Exhibit B and incorporated herein; and the CONTRACTOR does hereby acknowledge full notice of all matters pertaining to said specifications and any addenda thereto.

COMMISSION shall pay the CONTRACTOR for the performance of this contract, based upon a per address or per lot basis, with seven (7) rate categories according to the unit prices provided by the CONTRACTOR as follows:

| | |
|--|----|
| Parcels less than 5,000 sq. ft. | \$ |
| Parcels (or combined lots) 5,000 sq.ft. or greater, but less than 10,000 sq. ft. | \$ |
| Parcels (or combined lots) over 10,000 sq. ft. | \$ |
| Public Parking lots | \$ |
| Jacobsville Complete Street | \$ |
| Downtown Streetscape | \$ |
| Hourly rate for miscellaneous services | \$ |

The CONTRACTOR shall furnish a signed written invoice with a unique invoice number specifying the parcel of Real Estate that was mowed, by address, the date on which it was mowed and other information required for billing purposes such as photos or receipts, as necessary. This information should be submitted to the Department of Metropolitan Development within two weeks of the performance of the work.

The CONTRACTOR agrees that, in the execution of said work, the highest degree of skill and care will be exercised; the City of Evansville and the COMMISSION shall be indemnified and held harmless from any

and all liability whatsoever growing out of any injury or death or damage to property or persons because of any negligence or fault of the CONTRACTOR.

It is agreed by and between the parties hereto that the COMMISSION may withhold payment, in an amount equal to five percent (5%) of the contract price for a period of thirty (30) days after acceptance of the work by the COMMISSION.

Should the CONTRACTOR fail or neglect to execute the work with such vigor as, in the opinion of the COMMISSION, will permit the completion of the work within the time specified herein, the COMMISSION may, at its discretion, declare this contract to be null and void and adjudge the contract to have been abandoned and forfeited, any costs which accrue by reason of said failure, including but not limited to the cost of inspection and attorney's fees, and in such event the CONTRACTOR shall be entitled to no payment of recovery from the COMMISSION for work performed or material furnished under the contract.

PROOF OF INSURANCE

CONTRACTOR shall furnish the COMMISSION with satisfactory proof of coverage of the insurance required, in a reliable company or companies to be approved by the COMMISSION, 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 COMMISSION. The certificates of insurance shall show the name and address of the company, expiration date or dates, and the policy number or numbers. The COMMISSION reserves the right to require complete, certified copies of all required insurance policies at any time.

In the absence of regulations, the amounts of coverage shall be as follows:

COMPREHENSIVE GENERAL LIABILITY

| | | |
|------------------------|-------------|----------------|
| Bodily Injury or Death | \$500,000 | per occurrence |
| | \$1,000,000 | aggregate |
| Property Damage | \$100,000 | per occurrence |
| Medical Expense | \$5,000 | per person |

AUTOMOBILE LIABILITY

| | | |
|------------------------|-------------|----------------|
| Bodily Injury or Death | \$500,000 | per occurrence |
| | \$1,000,000 | aggregate |
| Property Damage | \$100,000 | per occurrence |
| | \$300,000 | aggregate |
| Medical Expenses | \$5,000 | per person |

Umbrella Liability: Not less than \$1,000,000 per occurrence and aggregate applying to all bodily injury, personal injury, property damage, and errors or omissions.

CONTRACTOR shall maintain Worker's Compensation insurance in the amount required under Indiana law. 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 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 the COMMISSION. No policy may be modified, terminated or canceled by CONTRACTOR without the prior written approval of the COMMISSION.

EQUAL OPPORTUNITY REQUIREMENTS

This contract is subject to the anti-discrimination provisions of Indiana Code 5-16-6 and the City/County Minority/Women Business Utilization Program pursuant to the City of Evansville Municipal Code 3.30.870-876.

COMPLIANCE WITH STATE AND OTHER 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 COMMISSION and its representatives, against any civil claim or civil liability arising from or based on the violation of any such laws, ordinances, regulations, codes or standards whether by CONTRACTOR or CONTRACTOR'S employees, even if such violation is due wholly or in part to violation of said laws, ordinances, regulations, codes or standards by the COMMISSION or its representatives.

INDEMNITY

CONTRACTOR agrees to INDEMNIFY AND HOLD HARMLESS the City of Evansville, DMD and the COMMISSION, and their officials, agents and employees from any and all claims, losses, attorney's fees, demands, costs or expenses, or lawsuits arising out of CONTRACTORS performance of this contract except for the negligent acts of the City, DMD and the COMMISSION or its officials, agents or employees, or persons not parties to this Agreement.

NON-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 violation of this Agreement.

EMPLOYMENT

CONTRACTOR shall not employ, contract, or engage any professional or technical personnel who are or have been employed by the City during the period of this Agreement, except regularly retired employees.

COVENANT AGAINST CONTINGENT FEES

CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the Contract sum or otherwise recover the full amount of such fee, COMMISSION, percentage, brokerage fee, gift or contingent fee.

INDEPENDENT CONTRACTOR

Nothing in this Agreement shall be construed to create an agency relationship between the City and CONTRACTOR, and CONTRACTOR shall remain an independent CONTRACTOR operating independently of the City's authority, subject only to the general obligations contained in this Agreement regarding satisfactory performance of the services.

RELEASE

During the term of the Agreement, CONTRACTOR (through its agents and representatives) shall have access to the Real Estate for the purposes of performing the mowing, debris removal and maintenance. The access to the Real Estate shall be at the sole risk of CONTRACTOR. CONTRACTOR hereby releases City of Evansville, the COMMISSION and DMD, and their respective directors, officers, employees, sub-contractors and agents, and their respective successors and assigns, from any and all cost, injury, death, liability, damage or expense which CONTRACTOR (or its directors, officers, employees, agents and representatives) might incur or suffer as a result of the entry upon or examination of the Real Estate by CONTRACTOR or its employees, agents or representatives in connection with the work under this Agreement, including, but not limited to, mowing and debris removal, and this release and covenant of indemnity and reimbursement shall survive any termination of this Agreement.

E-VERIFY STATEMENT

Pursuant to I.C. 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. Also, pursuant to I.C. 22-5-1.7, Contractor must execute an affidavit affirming that the Contractor does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, which Affidavit shall be filed with the City prior to the execution of this contract. Affidavit attached as Exhibit C.

FULL AGREEMENT

The parties agree that this Agreement represents the entire agreement between the parties as to the subject matter hereof, and there are no promises, terms or conditions between the parties except as stated herein.

On *(insert date)* the Evansville Redevelopment Commission adopted Resolution *(insert resolution number)* authorizing the Executive Director or Deputy Director of the Department of Metropolitan Development to execute this Agreement.

This agreement shall be in effect until December 31, 2023. If the contractor is willing to maintain the same rates and it is mutually agreed upon, Evansville Redevelopment Commission may extend the contract for up to two (2) years.

Department of Metropolitan Development
Evansville Redevelopment Commission
City of Evansville, Indiana

CONTRACTOR
(INSERT SELECTED CONTRACTOR NAME)

BY:

ITS:

BY:

ITS:
