

**INVITATION FOR BIDS (IFB)**  
**IFB-510-02023**

CITY OF EVANSVILLE/ VANDERBUGH COUNTY

**Kley Building Roof Replacement Project**  
**Part II**



**Bid Submittal Date: April 5, 2023**

**City of Evansville, Indiana**  
**Civic Center Complex**  
**Room 301**  
**1 N.W. Martin Luther King Jr. Blvd.**  
**Evansville, IN 47708**

## VENDOR INSTRUCTIONS

### 1. INTRODUCTION

- A. The Board of Park Commissioners (the "Board") for Mesker Park Zoo (the "Owner") and the City of Evansville (the "City"), is soliciting competitive sealed bids from qualified contractors to replace the **Roof on the Kley Building located at Mesker Park Zoo.**
- B. Your company, among others, is invited to submit a bid on a competitive basis in the format described. The bid documents establish requirements and defines responsibilities of the proposing vendor (hereinafter "Vendor," "Respondent," or "Contractor") to replace the **Roof on the Kley Building located at Mesker Park Zoo 1545 Mesker Park Dr, Evansville, IN 47720.**

### 2. GENERAL REQUIREMENTS

The responsibilities of the Contractor include, but shall not be limited to, the following:

- A. The Contractor shall purchase all items needed to provide services.
- B. The Contractor will furnish all tools and labor required for service.
- C. The Contractor shall coordinate with Paul Bouseman, Deputy Director (812) 435-0821 for time and space to complete all work required.
- D. Contractor will be responsible for any needed traffic control (vehicular and/or pedestrian) during construction.
- E. Contractor must possess the required local licensing (Roofing, Electrical, and any others that pertain to work on this project at the time of bid opening, per Evansville Municipal Code 3.95.030.
- F. Prime Contractors are required to be designated as a Responsible Bidder at the time of bid submission for any bid over \$150,000 per Evansville Municipal Code 3.95.040. Submittal requirements of Sub-Contractors may be provided immediately after bid award, but prior to the execution of a contract.
- G. Prime Contractors are required to adhere the Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) initiative per Evansville Municipal Code 3.90.110; likewise, Prime Contractors are required to submit, as necessary, the included Supplement to the **General Conditions for Minority and Women Business Enterprise Program.**
- H. Contractor must have a written drug testing program in place at the time of bid submission for any bid over \$10,000 per Evansville Municipal Code 3.95.020.
- I. Awarded Contractor must carry the required insurance throughout the bidding process until completion of this project listed in the General Conditions.
- J. Contract will be awarded to the lowest responsive and responsible bidder.

### **3. RESPONSE INSTRUCTIONS**

The submitted bid must follow the rules and format established within this Invitation to Bid. Adherence to these rules will ensure a fair and objective analysis of all bids. Failure to complete any portion of this request may result in rejection of a bid.

### **4. Pre-Bid Meeting and Site Visit**

A Mandatory Pre-bid Conference will be conducted Thursday, March 23, 11 am local time. Meet at the Zoo entrance at 1545 Mesker Park Dr Evansville, IN. All prospective bidders deemed unresponsive if not in attendance at this meeting.

### **5. CONTACT WITH MUNICIPALITY EMPLOYEES**

To ensure a fair and objective evaluation of all bids, Vendors are required to submit all inquiries in writing to Paul Bouseman, Deputy Director – [pbouseman@meskerparkzoo.com](mailto:pbouseman@meskerparkzoo.com). The email should be titled: **Mesker Park Zoo - Kley Building Roof Project PART TWO**

Inquiries shall be submitted no later than eight (8) days prior to the stated opening time and date. This is to allow for ample time to respond and disseminate to all perspective parties.

All changes in specifications shall be in writing in the form of an addendum and furnished to all contractors. Verbal information obtained otherwise will not be considered in awarding of quotes. No changes to specifications will be permitted within seven (7) days prior to the bid opening.

### **6. ACCESS BID DOCUMENTS**

Before submitting a bid, vendors shall examine the specifications in order to understand all existing conditions and limitations.

### **7. COSTS OF BID PREPARATION AND SUBMISSION**

Each vendor shall be responsible for all costs incurred in order to prepare and submit their response to this IFB.

### **8. BID BOND**

- A. Each bid shall be accompanied (in the same envelope) by a bid bond or certified check, made payable to the "CITY OF EVANSVILLE", in an amount equal to five percent (5%) of the total bid submitted.

No bid may be withdrawn after the opening of bid without the consent of the Evansville Board of Parks Commissioner for a period of thirty (30) days after the scheduled time of opening bids.

### **9. PUBLIC OPENING PROCEDURES**

- A. No award will be made or implied at this time, unless otherwise indicated.
- B. Only the following information will be given:
  - Vendor name and amount of bid
- C. Bids or related documents may not be reviewed at the bid opening. No discussion of any nature concerning brand names, deliveries, samples, etc. can be entered into between any Purchasing Department personnel and any Vendor during or after the bid opening until the evaluation of bids have been completed and a recommendation for award has been made.

- D. A copy of the bid tabulation will be available to review in the Purchasing Department upon completion of the recommended award.
- E. Vendors who wish to review or request copies of bids may do so by contacting the Purchasing Department at 812-436-4915. A copy fee will be charged for copies.

## 10. ACCESS TO PUBLIC RECORDS

- A. All submissions may be considered public documents under applicable laws and may be subject to disclosure. Some bid records are public as soon as received by the City, others become public at bid opening, and others at bid award. Contractor recognize and agree that City will not be responsible or liable in any way for any losses that the Contractor may suffer from the lawful disclosure of information or materials to third parties.
- B. Any materials requested to be treated as confidential documents, proprietary information, or trade secrets must be clearly identified and readily separable from the balance of the bid submission. Such designations will not necessarily be conclusive, and Contractor may be required to justify why such material should not, upon written request, be disclosed by the City under the applicable public records act.
- C. City will endeavor to provide at least two (2) business days' notice to the Contractor of a public records request for material submitted pursuant to this IFB (Invitation for Bid). The City will then release the document in accordance with the City's policy for responding to such requests unless both of the following are true:
  - i. the Contractor responds to the notice with any objection to the production of the document within two (2) business days of receipt of the notice; and
  - ii. the Contractor agrees in writing to indemnify City, in a form acceptable to City, in the event a challenge is brought for withholding a public record based on Contractor having designated it a trade secret.

## 11. BID FORMAT AND FORMS

Each bid will be prepared in the format specified, incorporating the additional forms provided at the end of this document, and be submitted in a **sealed** envelope bearing the title of work and the name of the vendor, e.g.: **Mesker Park Zoo – Kley Building – Roof Project PART TWO.**

The bidder shall give the unit prices in both written form and numerical form for each item. In the event of a discrepancy between written prices and numerical prices the written price form will take precedence and will be used in computing the total project cost.

Submit one (1) original and one (1) electronic copy (maximum of three files) on a flash drive in a Windows-compatible and searchable format such as PDF. Bids must be clear, concise, typewritten, and must be signed in ink by the official authorized to bind the submitter to its provisions.

The contents of this bid will become incorporated within any contract signed by the Board and the provider of service. Do not retype this bid. Instead, respond on a separate page and cite the section number for each response. All areas of the request must be addressed in the same sequence cited in the Bid instructions in order that proper consideration is given to the bid. ***Bids submitted without information or incomplete content will result in the bid being removed from consideration.***

## 12. DELIVERY OF BIDS

The submittals must be sealed and clearly labeled as **Mesker Park Zoo – Kley Building – Roof Project PART TWO**. It is the sole responsibility of the vendor to see that their bid is received in the proper time. Any bids received after the bid opening date and time shall be eliminated from consideration and returned to the Vendor unopened.

**Bids must be delivered by 11:45 AM CDT April 5, 2023** to the following address:

Purchasing Department  
1 NW Martin Luther King, Jr. Blvd, Room 323  
Evansville, Indiana 47708

**NOTE: Any bids submitted after 11:45 AM CDT on April 5, 2023 but before the scheduled opening at 12:00 PM CDT April 5, 2023 shall be delivered to City Council Chambers, Room 301, 1 NW Martin Luther King Jr. Blvd., Evansville, Indiana 47708.**

## **BID EVALUATION**

### **1. EVALUATIONS**

The bid selected shall be the lowest responsive and responsible bidder that provides the most comprehensive approach that meets the stated requirements. The Board reserves the right to award on a line-item basis.

### **2. RIGHT TO DISCUSSIONS**

The agency reserves the right to conduct discussions with Respondents for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. The agency further reserves the right to excuse technical defects in a bid when, in its sole discretion, such excuse is beneficial to the agency.

### **3. RIGHT OF REFUSAL**

The Board reserves the right to reject any one or all bids, or any part of any bid, to waive any informality in any bid, and to award the purchase in the best interest of the Board /City. Furthermore, the City reserves the right to hold the bid of the three (3) lowest Vendors for a period of sixty (60) calendar days from and after the time of the bid opening.

### **4. AWARD OF CONTRACT**

It is the intent of the Board to enter into a contract with a provider that will emphasize administrative efficiencies, and possess the capacity, infrastructure and organizational competence to perform required functions necessary for managed care under this bid.

Award recommendations are contingent upon an initial evaluation of the Contractor's qualifications to determine if the Contractor is a quality service provider. The Contractor's policies and procedures may be evaluated as a further determination of quality.

The process of evaluating each Contractor's bid may involve interviews with a random sampling of the Contractor's current and previous customers. This is not an exclusive criterion for awarding the contract.

It is anticipated that contract(s) will be awarded on or before April 5<sup>th</sup>, 2023

### **5. SUB-CONTRACTORS**

The Board intends to contract with one prime Contractor who will be solely responsible for contractual performance. In the event the prime Contractor utilizes one or more Sub-Contractors, the prime Contractor will

assume any and all responsibility for performance of services by the Sub-Contractor(s). Additionally, the City of Evansville must be named as a third-party beneficiary in all subcontracts.

A list of all Sub-Contractors proposed to take part in the performance of the contract must be provided to the City of Evansville for approval prior to contract execution. This request may require that sufficient financial or background information pertaining to included Sub-Contractors be provided.

The City of Evansville reserves the right to limit and/or reject any and all Sub-Contractors.

## **6. MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION**

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 the public operations including the purchasing of products, services, and public works contracts. (See City of Evansville Municipal Code 3.90.110-180)

## **7. E-VERIFY PROGRAM**

Pursuant to Indiana Code 22-5-1.7-11 (b)(2) the Contractor shall provide documentation that it has enrolled and is participating in the E-Verify Program (see Indiana Legal Employment Declaration form). Contractor is required to submit proof from the E-Verify Program that it is currently enrolled in the Program. An example of confirmation is the confirmation e-mail received from E-Verify that the Contractor has successfully enrolled in E-Verify.

## **8. TAXES**

The City of Evansville is exempt from federal, state, and local taxes and will not be responsible for any such taxes in connection with the award or performance of this contract.

## **9. LICENSES AND PERMITS**

The successful Vendor or Vendors shall furnish the City of Evansville upon request any and all documentation regarding licenses, permits, certifications and/or registrations required by the laws and regulations of the City of Evansville, Vanderburgh County, the State of Indiana and the United States of America.

The Provider certifies that it is now and will remain in good standing with the aforementioned governmental agencies and that it will maintains its licenses, permits, certifications and/or registrations in force during the term of the contract/agreement with the City of Evansville, Vanderburgh County, Indiana.

## **10. CHOICE OF LAW AND VENUE**

Any and all actions or proceedings arising out of, or related to, this bid and any resulting contract shall be governed by and construed in accordance with the laws of the State of Indiana. Submission of this bid by Vendor constitutes consent and stipulation to jurisdiction and venue in the courts of Vanderburgh County, Indiana, concerning all litigation and proceedings arising out of or related to this bid and any resulting contract.

## **11. CONTRACTOR'S ACKNOWLEDGMENT**

The Contractor shall comply with the provisions as set forth in Indiana Code § 5-16-13, et al. as required by Indiana Code § 5-16-13-7. Additionally, Contractor shall execute the attached "Contractor's Acknowledgement" and return to Owner prior to the commencement of any Work.

## SPECIFICATIONS A

### Specifications for replacing the Roof on the Kley Building located at Mesker Park Zoo.

#### 1. LENGTH OF CONTRACT

The Contract shall be awarded by action of The Evansville Board of Parks Commissioners

The Board of Park Commissioners shall furnish the Bidder receiving award with a notice of award and three signed copies of the contract. The Contractor shall sign all three copies, returning two to the Evansville Board of Public Commissioners along with the required Proof of Insurance. The Contractor shall have Ten (10) Calendar Days from the notice of award to submit all required documents to execute this contract. If all requirements are not met within the specified time period, the Contractor's Bid Bond accompanying this bid, and the proceeds thereof, shall be paid into the general fund of the City of Evansville, unless a mutual resolution is met by both parties due to an unforeseen incident involving this bid. When all these requirements have been met, Mesker Park Zoo may issue the Contractor a notice to proceed. The Contractor shall commence work within ten (10) days after issuance of the notice to proceed.

The Contractor shall be required to guarantee the improvements for a period of three (3) years from the date of final acceptance against all defects in materials and workmanship and shall agree that during the guarantee period specified they will, at own expense, make all repairs which may become necessary.

In case repairs become necessary, the Owner shall give written notice to the Contractor to make the repairs. In case of failure of the Contractor to commence the repairs within ten (10) days after notice, the Owner may cause the repairs to be made, and may thereupon recover the reasonable cost of the repairs so made from the Contractor, together with the cost of the supervision and inspection thereof.

The Owner shall have sixty (60) days after the expiration of the guarantee period in which to notify the Contractor of any repairs necessary on the date of expiration.

#### 2. SCOPE OF SERVICES

The Contractor will furnish a completed **Roof on PARTS OF THE Kley Building** in accordance with the terms and conditions set forth in the contract.

The contractor must comply with all rules, regulations and laws of the Board of Parks Commission, City of Evansville, Vanderburgh County and the State of Indiana.

These specifications are intended to provide for the replacement of the **Roof on the PARTS OF THE Kley Building at Mesker Park Zoo**. The fact that every item constituting the replacement of the **Roof** is not specifically mentioned nor described will be interpreted to mean that the Contractor shall install items that conform to the best-known engineering standards of the trade, relative to design, strength, quality, and workmanship.

Any reference made to any manufacturer or brand name is not to be construed as a limiting factor in the bid, but is meant to show the minimum scope and quality of the product to be quoted. Contractor can submit approved equals for items that vary from those requested.

Note – If the project cost exceeds budget, project may award by individual location(s) or rejected in total.

- A. The Contractor is to provide to the City of Evansville a copy of its "Random Drug Testing Program and Contractor's Licenses" as provided for in Chapter 3.95 of the City of Evansville Municipal Code if the quote is \$10,000 or more or if under \$10,000 the contractor is to provide the City of Evansville a copy of

its “Contractor’s Licenses and Random Drug Testing Program” which is to include at a minimum random drug testing of at least the five (5) drug panel tests as provided for in Chapter 3.95 (a copy of which is attached) in Title 3 of the City of Evansville Municipal Code at the time of the quote.

- B. A coverage limits of not less than General Aggregate: \$5,000,000, Products & Completed Operations Aggregate, Not Less Than \$5,000,000; Personal & Advertising Injury, Not Less Than \$1,000,000; Each Occurrence Not Less Than \$750,000; Fire Damage (Any one fire) Not less Than \$50,000; Medical Expense (Any one person), Not Less Than \$5,000.

The evidence of insurance coverage shall be endorsed and provided to City of Evansville, prior to start of the project showing City of Evansville as additional insured.

Other insurance requirements are listed in Section XI under “Scope of Services.”

- C. **Notice to Proceed & Schedule of Work:** All work is to be completed 90 calendar days from Notice to Proceed. Contractor shall notify Paul Bouseman, Deputy Director [pbouseman@meskerparkzoo.com](mailto:pbouseman@meskerparkzoo.com), prior to commencing work and shall keep Paul Bouseman abreast with work schedule and location of work pertaining to this project.

**NOTE:** If work is not completed in the time schedule set above, a \$100 per day penalty in liquidated damages will be assessed against the Contractor for each day work does not meet the guideline as specified unless a mutual resolution is met by both parties due to an unforeseen incident involving this bid.

- D. **Final Inspection & Invoicing:** Upon completion of the work, Contractor shall request Paul Bouseman, Deputy Director [pbouseman@meskerparkzoo.com](mailto:pbouseman@meskerparkzoo.com) schedule an inspection. After inspection, a list of items needing additional work or correction will be provided to the Contractor. Upon completion of these items, the Contractor shall request another inspection. This process will be repeated until all work is deemed acceptable to the City. The last inspection shall constitute the final inspection and acceptance of the work by the City (the “Final Inspection”). Until the Final Inspection, no part of the work will be accepted. Only upon Final Inspection may the Contractor submit an invoice for the contract amount as modified by any written change orders.
- E. **Responsibility of Damage:** Pavement, sidewalks, vehicles, yard ruts, office equipment, building structure including walls, traffic signal equipment, traffic signs, pedestrians, vehicular, other traffic, etc. shall be protected against damage or disfigurement from material or equipment used in the removal and/or installation of the equipment. Contractor shall be responsible for all damages accordingly. Contractor shall be responsible to keep working area clean of debris.

## I. QUALIFICATIONS

### A. Minimum Qualifications

1. Contractor and their employees must present themselves in a professional manner at all times. Shirts are to be worn at all times. Offensive clothing and language will not be tolerated. Note: **This is at the sole discretion of Paul Bouseman (812) 435-0821**
2. The use of alcohol or illegal drugs will not be tolerated.
3. Mesker Park Zoo-issued contractor ID must be worn when on Mesker Park Zoo property.

### B. Statement of Experience

1. Contractor must submit three (3) local letters of references.
2. Contractor must submit list of manpower to be utilized.
3. Contractor must submit length business has been in existence doing this type of work.



### **C. Non-Compliance**

1. The Contractor also agrees that should the Contractor fail to comply with the terms of the contract, Contractor will be given four (4) days to bring in such non-compliance to compliance. If Contractor fails to correct such non-compliance, the City may do one or more of the following:
  - a. Terminate the contract and pay the Contractor only to the date of termination less any amounts owed to the City by the Contractor.
  - b. Use its own workers or hire another contractor to remedy the breach and withhold from payments due the Contractor the cost of such corrective measures.
  - c. Any other remedy allowed at law or equity.

## **II. INVOICE SUBMISSION**

- A. Submit an invoice upon approval of the work. The invoice will then be processed for payment.
- B. The invoice submitted for payment must include the following:
  1. Name of Mesker Park Zoo on invoice.
  2. All invoices must be itemized. Must have company name, address, phone number.
  3. Invoices must have an invoice number and not duplicate any others.

## **III. INSURANCE**

- A. The Contractor shall procure and keep in force during the term of the contract general liability insurance that shall protect it and the Owner (as an additional insured) and any Sub-Contractors performing work under the contract against 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 the contract, whether such operations be by Contractor or by any Sub-Contractor(s), or by any one directly or indirectly employed by either of them, in the amount of at least (\$1,000,000) one million dollars combined single limit for each occurrence. Contractor shall carry worker's compensation insurance coverage in amounts required by Indiana law for all of its employees who perform work under the contract.
- B. The City of Evansville shall be named as additional insured on such general liability insurance. Certificates of insurance must be presented to the Board of Public Works or its designated representative (Purchasing Department) prior to the commencement of the contract.

## **IV. DAMAGE TO PREMISES**

- A. If the property or contents is damaged in any way whatsoever by reason of any act or omission of the Contractor or its employees, the Contractor shall immediately repair at its own cost and expense the building, structure, wall, fence, equipment, etc., as damaged.
- B. Upon failure of the Contractor to make such repairs, the Board of Park Commissioners and/or the City of Evansville may repair such damage at the cost and expense of the Contractor and shall have the right to terminate the contract.

## Tabulation Pages

DATE:

The Board of Parks Commissioners / City of Evansville invite your bid for the following item:

**For  
Mesker Park Zoo – Kley Building room**

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To be opened at 12:00 pm (CDT) **April 5, 2023** opening in Room 301 of the Civic Center Complex.

The undersigned proposes to furnish and deliver, in accordance with the requirements of the Instructions to Vendor's and the Specifications dated February 24, 2023 prepared by Mesker Park Zoo.

Please be advised that any alterations, changes in bid format, etc., will make it difficult to evaluate bids and may lead to confusion. All items should be quoted in the units, quantities, and units of measurements specified. Do not submit alternate bid unless requested. The City of Evansville and the Board of Public Works shall reserve the right to reject any or all bids or any part thereof.

### **QUOTATIONS**

1. All prices F.O.B. to City of Evansville, 47708. Yes\_\_\_\_No \_\_\_\_

### **INDEMNIFICATION**

Bidder will indemnify and hold harmless the City of Evansville and Vanderburgh County in accordance with the provisions contained herein? Yes\_\_\_\_No \_\_\_\_

### **BIDDER QUALIFICATION AND EXPERIENCE**

1. Bidder has included three (3) references? Yes\_\_\_\_No \_\_\_\_

2. Bidder possesses necessary occupational license(s)? Yes\_\_\_\_No \_\_\_\_

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**Printed Name of Person Giving Bid**

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

## BID SHEET

**[PLEASE MAKE THIS PAGE 1 OF YOUR SUBMISSION]**

**Base Bid: \$** \_\_\_\_\_

**Written:** \_\_\_\_\_

**Alternate One: \$** \_\_\_\_\_

**Written:** \_\_\_\_\_

**Alternate Two: \$** \_\_\_\_\_

**Written:** \_\_\_\_\_

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## **VENDOR'S CHECKLIST:**

In order to be accepted as a valid bid, the following items MUST be included with your bid, along with any other information requested in the specifications.

1. **Tabulation Page** \_\_\_\_\_
2. **Vendor Checklist** \_\_\_\_\_
3. **Non-Collusion Affidavit** \_\_\_\_\_
4. **Equal Employment Opportunity Statement** \_\_\_\_\_
5. **Indiana Legal Employment Declaration/E-Verify** \_\_\_\_\_
6. **Conflict of Interest Disclosure** \_\_\_\_\_
7. **Contractors Bid for Public Work – Form** \_\_\_\_\_
8. **Responsible Bidder certification** \_\_\_\_\_  
(See General Requirements, Item F)
9. **MBE/WBE Supplement Forms** \_\_\_\_\_
10. **Minimum Qualifications** \_\_\_\_\_  
(See Specifications A Paragraph 9. Qualifications, Section A. Minimum Qualifications)
11. **Statement of Experience** \_\_\_\_\_  
(See Specifications A Paragraph 9 Section B. Statement of Experience)
12. **List of References** \_\_\_\_\_  
(See Form 96 Section1 Part 2 (Page I-3))
13. **Bid Bond** \_\_\_\_\_
14. **Contractor's Acknowledgment** \_\_\_\_\_

### **NON-COLLUSION AFFIDAVIT**

The undersigned bidder or agent, being duly sworn on oath, says that they have not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by them, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from quoting nor to induce anyone to refrain from quoting, and that this bid is made without reference to any other bid and without an agreement, understanding or combination with any other person in reference to such quoting. Bidder further says that no person or persons, firms, or corporation has, has or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**NAME & TITLE (PLEASE PRINT)**

\_\_\_\_\_  
**TELEPHONE**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**FAX**

\_\_\_\_\_  
**ADDRESS (STREET)**

\_\_\_\_\_  
**CITY, STATE, ZIP CODE**

**Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.**

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

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

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

## **CONTRACTOR'S STATEMENT ON SUB-CONTRACTORS**

1. There are NO sub-Contractors associated with this proposal.

Authorized Signee: \_\_\_\_\_

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

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

For (Company): \_\_\_\_\_

OR

2. Listed below are sub-Contractors associated with this proposal. Additional sheets are attached as required. I \_\_\_\_\_ have also attached appropriate Disadvantage Business Certifications.

Name of Company: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

## **EQUAL EMPLOYMENT OPPORTUNITY**

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 ensure 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 not be 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 to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2. The Contractor agrees that all services, facilities, activities and programs provided as part of the contract will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgated thereunder.

3. The Contractor will, in all solicitations or advertisements 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 the 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 clauses of the contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.

\_\_\_\_\_  
Vendor Representative (Please Print)

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Vendor Address

\_\_\_\_\_  
Date

## **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 \_\_\_\_\_, 2023.

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

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

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

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

**For instructions and electronic registration for E-verify, please see:**

**<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>**



## CONFLICT OF INTEREST / FAMILIAL DISCLOSURE FORM

**Project:** \_\_\_\_\_

**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 Sub-Contractors, 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" :

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**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 \_\_\_\_\_, 2023.

My commission expires:

\_\_\_\_\_

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

My County of residence is:

\_\_\_\_\_ County, State of \_\_\_\_\_

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



## CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96  
(Revised 2013) Prescribed by State Board  
of Accounts

### PART 1

(To be completed for all bids. Please type or print)

Date (month, day, year): \_\_\_\_\_

1.

Governmental Unit (Owner): City of Evansville, Indiana, by and through its Board of Public Works

County: Vanderburgh County, Indiana

Bidder (Firm): \_\_\_\_\_

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

City/State/ZIP code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Agent of Bidder (if applicable): \_\_\_\_\_ Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of City of Evansville, Indiana, by and through its Board of Public Works, in accordance with plans and specifications prepared by Metropolitan Evansville Transit System and dated for the sum of

\_\_\_\_\_ \$ \_\_\_\_\_

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his Sub-Contractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

**CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS**

***(If applicable)***

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I C 5-16-8-2). I hereby certify that I and all Sub-Contractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

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Name of Contractor

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*Signature*

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Printed Name/Title

**PART II**  
**(For projects of \$150,000 or more — IC 36-1-124)**

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

Bidder (Firm) \_\_\_\_\_

Date (*month, day, year*): \_\_\_\_\_

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

**SECTION I EXPERIENCE QUESTIONNAIRE**

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

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

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

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

3. Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, where and why?

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

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## **SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE**

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

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

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

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

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

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### **SECTION III CONTRACTOR'S FINANCIAL STATEMENT**

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

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

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

## **SECTION IV OATH AND AFFIRMATION**

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

Dated: \_\_\_\_\_

(Name of Organization)

By \_\_\_\_\_

(Title of Person Signing)

## ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, personally appeared the above-named \_\_\_\_\_  
and swore that the statements contained in the forgoing document are true and correct.

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

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

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

**BID OF**

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
\_\_\_\_\_  
(Address)

FOR PUBLIC WORKS PROJECTS OF

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Filed \_\_\_\_\_ , \_\_\_\_\_

Action taken

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



### **RANDOM DRUG TESTING POLICY**

Following are the requirements for required random drug testing programs as provided for in Chapter 3.95 of the 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 (1/12<sup>th</sup>) 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.

## CONTRACTOR'S ACKNOWLEDGMENT

The undersigned Contractor certifies under the penalties of perjury, and in accordance with I.C. § 5-16-13 *et seq.* and I.C. § 22-5-1.7-11.1 *et seq.* as follows:

1. The Contractor has enrolled in and will verify the work eligibility status of all newly hired employees through the E-Verify program so long as the E-Verify program is in existence. The Contractor does not and shall not knowingly employ an unauthorized alien.
2. The Contractor shall receive a certificate from each Sub-Contractor of any tier on the project that, at the time of certification, the Sub-Contractor does not knowingly employ or contract with an unauthorized alien and has enrolled and is participating in the E-Verify program.
3. If the Agreement is for \$10,000 or more, Contractor has established an employee drug testing program in compliance with Evansville Municipal Code 3.95.020 and has attached hereto the written plan for the program or a copy of the relevant part of the collective state bargaining agreement providing for such program.
4. If the Agreement is for \$300,000 or more, Contractor has attached a current certificate of qualification issued by the State of Indiana under I.C. § 4-13.6-4 or I.C. § 8-23-10.
5. If the Agreement is for \$150,000 or more, Contractor shall provide a current certification as a Responsible Bidder in compliance with Evansville Municipal Code 3.95.040. This Code includes, among other requirements, evidence that the Contractor is in compliance with I.C. § 5-16-13-12 and its requirements pertaining to participation in apprenticeship and training programs applicable to the work to be performed on the public work project.
6. If the Agreement is for \$150,000 or more, Contractor shall provide required forms related to Minority and/or Women Business Enterprise (MBE/WBE) Utilization Program in compliance with Evansville Municipal Code 3.90 Article II.
7. The Contractor acknowledges that discrimination or intimidation of any employee hired for the performance of work under this Agreement, by Contractors and Sub-Contractors, on account of race, religion, color, sex, national origin or ancestry is prohibited under I.C. § 5-16-6-1.

On behalf of Contractor, I hereby acknowledge and certify under the penalties of perjury that the foregoing statements are true and correct to the best of my knowledge and belief.

CONTRACTOR:

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

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

\_\_\_\_\_  
(Printed Name and Title)

**SUPPLEMENT TO THE GENERAL CONDITIONS  
FOR MINORITY AND WOMEN BUSINESS ENTERPRISE PROGRAM**

**Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Goals**

It is a goal of the City of Evansville-Vanderburgh County ("Owner") to promote the utilization of MBEs and WBEs during and as part of each contract for the purchase of goods, supplies, services and construction work, in an effort to meet or exceed the participation goals established in the MBE/WBE Utilization Plan of 12% participation of MBEs and 7% participation by WBEs.

Each bidder shall identify, as part of its bid the MBE and WBE businesses that would perform work should the bid be accepted, a description of the work which each Sub-Contractor/supplier would perform and the dollar amount of the work which each would perform. The City's Contract Compliance Officer, as part of the Plan, shall actively promote the meaningful participation of MBE and WBE businesses, in the performance of the work by contractors.

**PRE-CONSTRUCTION / BIDDING PHASE**

**Bidder Requirements:**

Before and during the pre-construction and bidding phases of the Project and subject to the public construction and public procurement laws applicable to the Project, bidders shall actively promote meaningful participation of MBEs and WBEs in the Project, requiring them to:

1. Provide written notice of contracting opportunities to known MBEs and WBEs in sufficient time to allow them to participate. Bidder's must allow M/WBE's no fewer than ten (10) business days to respond to bid notice;
2. Contact and/or follow-up with MBEs and WBEs interested in participation. Prime Contractors who are:
  - Challenged with sourcing MBE/WBE Sub-Contractors,
  - Have MBE/WBE goal deficiencies, or
  - Have MBE/WBE participation barriers

are required to coordinate a meeting with the City of Evansville Contract Compliance Officer and/or the City/County Purchasing Department. The meeting purpose will consist of a discussion and potential recommendations of appropriate action steps to achieve the MBE/WBE goals. This meeting must take place at least three (3) business days prior to the final bid submission. All information reported by contractors will be verified for accuracy.

If a Purchasing Department Coordination meeting is not completed by the prime contractor, the contractor's bid will be considered non-responsive and will not be accepted for final submission.

In addition, the Participation Evaluation Worksheet (Form A) included in the bid package is required to be submitted with each bid.

3. Consider unbundling Bid Packages into economically feasible units to facilitate MBE and WBE participation. Unit prices shall be given for supplies and equipment;
4. Provide adequate information about plans, specifications and/or other contracting requirements to facilitate MBE and WBE participation;
5. Confer in good faith with interested MBE/WBEs, including the making of reasonable determinations as to their qualifications;
6. Provide information to MBE/WBEs regarding bonding and insurance;
7. Submit a Copy of the Indiana Department of Administration (IDOA) Certification for each M/WBE listed in the Statement of Proposed M/WBE Utilization (Form B). Such certification must be in effect throughout the duration of the project;
8. Submit a Letter of Intent to Perform as a Sub-Contractor or Supplier (Form C) summarizing all Sub-Contractor and supplier utilization, for each M/WBE Sub-Contractor or supplier;
9. When the M/WBE program goal is not feasible because of the lack of availability of qualified minority or women business enterprises in a particular trade or field, Bidders shall submit in a sealed bid envelope a completed Application for Program Waiver (Form E), complete with full, verifiable documentation of bidder's efforts to locate and employ M/WBE for the project.

**City/County ("Owner") Requirements:**

Before and during the pre-construction and bidding phases of the Project and subject to the public construction and public procurement laws applicable to the Project, the Owner's Contract Compliance Officer shall actively promote meaningful participation of MBEs and WBEs in the Project, by requiring Bidders to:

1. Inform interested bidders of the Plan, including the MBE and WBE goals and procedures applicable to the Project;
2. Organize and conduct pre-bid meetings to inform MBEs and WBEs of contracting opportunities and encourage all potential bidders to attend such meetings;
3. Advertise with respect to contracting opportunities in general circulation, trade and minority-focused media;

4. Utilize the services of available minority organizations, contractor's groups, state and local offices, etc., that have knowledge of available MBE/WBEs or the means to locate such MBE/WBEs;
5. Evaluate for each bid package the extent of MBE/WBE participation by the apparent low bidder, whether the proposed entities have been appropriately certified as MBE/WBEs, whether the apparent low bidder achieved applicable goals for the Project and, if not, the extent of good faith efforts made by such bidder to encourage the utilization of MBE/WBEs and whether there are valid reasons for the bidder's inability to achieve the stated goals; and
6. Advise the City of Evansville awarding department/Board whether, in the Contract Compliance Officer's opinion, the apparent low bidder has achieved the stated MBE/WBE goals or demonstrated good faith efforts to achieve the goals and include this consideration in the overall recommendation as to whom the contract should be awarded.

### **CONSTRUCTION PHASE**

#### **Bidder Requirements:**

If applicable, during the construction phase of a project, the Bidder shall, among other things:

1. Provide Contractor's Monthly M/WBE Report (Form D) to the Owner and the City's Contract Compliance Officer, on at least a monthly basis, as to the MBE/WBE participation for each contractor on the project as a whole; and
2. Consider the impact of change orders on MBE/WBE utilization. M/WBE's work total dollar amount should be the same percentage as the Change Order, for the same work.
3. Submit copies of executed M/WBE subcontracts, purchase orders, requisitions, etc. to the Contract Compliance Officer.

#### **City/County ("Owner") Requirements:**

If applicable, during the construction phase of a project, the Contract Compliance Officer shall, among other things:

1. Obtain any additional documentation deemed necessary to demonstrate the good faith efforts of each contractor to achieve and maximize MBE/WBE participation goal levels;
2. Verify all submitted documents that each MBE/WBE as listed by each contractor is appropriately certified as either an MBE or WBE entity;
3. Determine the scope of work assigned to each MBE/WBE;
4. Calculate the percentage of participation for each MBE/WBE. Only where an exact amount to be contracted to M/WBE cannot be determined, the Bidder must indicate the minimum dollar amount that will be paid to the M/WBE firm (on the Letter of Intent Form C);

5. Determine the percentage of completion of MBE/WBE scope of work to date;
6. Evaluate the impact of change orders on MBE/WBE utilization. M/WBE's work total dollar amount should be the same percentage in the Change Order, for the same work;
7. Periodically, and at the specific request of the Owner, conduct reviews to verify:
  - The progress of payments made to MBE/WBEs and
  - Method of accounting for MBE/WBE participation

**NON-COMPLIANCE**

1. Failure to demonstrate good faith efforts to achieve the goal may constitute grounds for rejection of the bid.
2. The Owner may withhold payment on the Contract until satisfactory corrective measures are completed.
3. Bidders are advised that any contractor who knowingly or intentionally misrepresents the amount to be subcontracted to the M/WBE is in breach of contract and may suffer penalties pursuant to Indiana Code.

Form A

## Participation Evaluation Worksheet

Department / Name of P

[illegible]

\* Contractors are expected to actively pursue MBE/WB's Project Participation for all work in the amounts of 12% and 7% respectively. Contractors who do not anticipate meeting these project participation percentages are required to meet with either the City's Contract Compliance Officer or the Purchasing Department no later than (3) three business days prior to bid opening. Failure to schedule this meeting or meet the goals will be a factor considered when evaluating the responsiveness to the bid package.



## STATEMENT OF PROPOSED M/WBE UTILIZATION (FORM B)

Bid Package \_\_\_\_\_  
Will Bidder's firm be supplying all of the products/services to be purchased? Yes \_\_\_\_\_ No \_\_\_\_\_ OR In the case of a construction project will Bidder be doing all of the work with its own forces? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, what percentage of work will Bidder self perform? \_\_\_\_\_

Is Bidder certified as a Minority/Women Business Enterprise (M/WBE)? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, which MBE \_\_\_\_\_ WBE \_\_\_\_\_

List below all proposed M/WBE Subcontractors and Suppliers to be used for the work. Total dollar amount and percentage must equal that on the Bid form. Clearly indicate in the Scope of Work column if the M/WBE will be a supplier only. Also, if M/WBE will contract with a Subcontractor or Bidder and not directly with the Bidder, indicate "Subcontractor of \_\_\_\_\_" or similar statement in the Scope of Work column. Use additional sheets if necessary.

M/WBE Company Name Address, Phone, Contact & Email	MBE or WBE	% of Bid	Dollar Amount	Scope of Work or Commodity to be Supplied	Base Bid Amount

Bidder's Company Name \_\_\_\_\_

Signature (of Corporate Officer) \_\_\_\_\_

Date \_\_\_\_\_

Name & Title (Print) \_\_\_\_\_

Total Dollar Amount \$ \_\_\_\_\_

Total MBE Participation \$ \_\_\_\_\_

Total WBE Participation \$ \_\_\_\_\_

Number of City / County Ordinance \_\_\_\_\_





**LETTER OF INTENT TO PERFORM AS  
A SUBCONTRACTOR OR SUPPLIER  
(FORM C)**

Bid Package \_\_\_\_\_

I, \_\_\_\_\_, (Company Name of Bidder or Sub-Bidder) have entered into an agreement with the following Minority/Women-Owned Business Enterprise (M/WBE) to do the work indicated below. I agree that, if awarded a Contract by the Owner or a Subcontract by the Bidder for the referenced Bid Package, a subcontract and/or purchase order will be executed with this firm and a copy of the agreement will be provided to the Owner.

Name and Address of M/WBE	MBE or WBE	Goods or Supplies to be Provided	Minimum Contract Amount

Amount to be subcontracted by M/WBE to other M/WBE firms \$ \_\_\_\_\_

Amount to be subcontracted by M/WBE to non-M/WBE firms \$ \_\_\_\_\_

Is M/WBE a Supplier only? Yes \_\_\_\_\_ No \_\_\_\_\_

I understand that I will not be allowed to substitute or change M/WBE Subcontractors or Suppliers without the express prior approval of the Owner. Such approval shall in no way relieve my obligations pursuant to the M/WBE requirements and goals specified in the Bidding Documents.

Under penalty of perjury I declare that I have read the foregoing and the facts stated are true.

\_\_\_\_\_  
Authorized Agent of Bidder or Sub-Bidder

\_\_\_\_\_  
Authorized Agent of M/WBE Subcontractor/Supplier

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number, Fax Number & E-Mail

\*\*\*\*\*  
INSTRUCTIONS: All Letters of Intent are to be submitted by the Bidder with its Bid. A Letter of Intent is to be executed with all M/WBE Subcontractors and Suppliers listed by the Bidder on the Statement of Proposed M/WBE Utilization. Failure to submit this form with the Bid may result in the Bid being found to be non-responsive.



**MINORITY / WOMEN BUSINESS ENTERPRISE PARTICIPATION PLAN**

**APPLICATION FOR PROGRAM WAIVER  
(FORM E)**

Name of Project:

Department:

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. The contractor must demonstrate that a good faith effort was made to meet the MBE/WBE participation goals for this project. Should the contractor's efforts not produce the desired goal, this application for waiver must be completed and submitted with any other documentation of the good faith effort.

Contractors should indicate the name of the minority-owned or women-owned firm(s) contacted regarding this project; the contact name and phone number at the firm(s); the method of contact, date attempted, and results of that contact. The  (Department) and/or  (Sub-recipient- if any) reserve the right to accept, verify or deny any application for waiver from the contract goal; and the right to verify all information submitted, pursuant to City of Evansville Municipal Code.

When indicating a reason(s) for not using the MBE/WBE listed please refer to the following:

1. The price for doing the work by the MBE/WBE was greater than the price of another subcontractor
2. MBE/WBE did not respond to request for prices
3. The MBE/WBE responding to the request were not able to do the work requested
4. Other (explain)

List of MBE/WBE subcontractors contacted, but NOT utilized on this project:

MBE/WBE	Contact	Date &	Type of Attempt	Result
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

\_\_\_\_\_  
**CONTRACTOR'S SIGNATURE**

\_\_\_\_\_  
**DATE**

MBE/WBE SUPPLEMENT

## 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) <u>Project</u>                             | The entire improvement proposed by the Owner to be constructed in whole or in part pursuant to the Contract.  |
| b) <u>Owner</u>                               | The City of Evansville, acting by and through the lawful conduct of the appropriate Board or Commission.  |
| c) <u>Contractor</u><br>employees, workmen or | The person, persons, firms or corporations to whom the Contract is awarded by the Owner, including all agents, assignees of said Contractor.  |
| d) <u>Sub-Contractor</u>                      | 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) <u>Work</u>                                | 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 Sub-Contractor(s).   |
| f) <u>Engineer</u>                            | _ a person who designs, builds, or maintains engines, machines, or public works__   |
| g) <u>Surety</u>                              | The person, firm or corporation that has executed, as surety, the Contractor's Performance Bond, securing the Contractor's performance of the Contract.   |
| h) <u>Affected County</u>                     | Vanderburgh County or an adjacent county.   |
| i) <u>E-Verify Program</u>                    | 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.) <u>Local Indiana Business</u>             | 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

Contractors responding to the bid are required to submit a **Bid Bond** or a Certified Check pursuant to the provisions of I.C. 36-1-12-4.5, in the amount of five percent (5%) of the total bid proposal as a guarantee that all provisions of the specifications shall be met. The bond or certified check shall be made payable to the City of Evansville. All bonds or checks of unsuccessful bidders will be returned to the unsuccessful Contractor(s) after award of purchase by the Owner and to the successful Contractor(s) after the Performance Bond has been received and accepted.

The successful Contractor shall be required to execute a **Payment Bond** pursuant to the provisions of I.C. 36-1-12-13.5 for the benefit of the Owner, the Sub-Contractors, material suppliers and other service providers in an amount equal to the contract price with such sureties as shall be acceptable to Owner, prior to the beginning of the work. The payment bond shall be binding on the Contractor, the Sub-Contractor(s), and their successors and assigns for the payment of all indebtedness to all persons for labor and services performed, materials furnished or services rendered. The surety of the payment bond may not be released until one (1) year after the board's final settlement with the Contractor.

The successful Contractor shall furnish and pay for an approved one hundred percent (100%) **Performance Bond** (Indiana Form 86A) pursuant to the provisions of I.C. 36-1-12-14 covering the faithful performance of the Contract and the payment of all obligations arising thereunder, with such sureties as the Owner may approve, prior to work beginning. The Performance Bond serves as a guarantee that all provisions of the bid, the attached specifications and resulting Contract shall be met. The surety of the performance bond may not be released until one (1) year after the date of the board's final settlement with the Contractor.

### 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 Responder, 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 Sub-Contractor(s) to commence any Work on his Subcontract until all insurance required of the Sub-Contractor(s) has been obtained. The Contractor shall be responsible for verifying the acquisition and maintenance of said insurance by any Sub-Contractor(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 Sub-Contractor(s) of the requirements set forth above.

**Commercial General Liability (CGL) 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 Sub-Contractor(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 Sub-Contractor(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:

<b>General Aggregate:</b>	<b>Not Less Than \$2,000,000</b>
<b>Products &amp; Completed</b>	<b>Not Less Than \$2,000,000</b>
<b>Operations Aggregate:</b>	<b>Not Less Than \$2,000,000</b>
<b>Personal &amp; Advertising Injury:</b>	<b>Not Less Than \$1,000,000</b>
<b>Each Occurrence:</b>	<b>Not Less Than \$1,000,000</b>
<b>Fire Damage (Any one fire):</b>	<b>Not less Than \$ 300,000</b>
<b>Medical Expense (Any one person):</b>	<b>Not Less Than \$5,000</b>

**Umbrella/Excess Liability:** The Contractor shall furnish and maintain Umbrella and/or Excess Liability, over and above the limits noted above in the CGL section of this agreement, with limits of at least \$3,000,000 per occurrence with a corresponding \$3,000,000 Aggregate limit. This limit shall be reflected on a submitted Certificate of Insurance with all Additional Insured and Indemnification language to correspond and follow all underlying terms and conditions of the CGL policy.

**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 Sub-Contractor(s). The Contractor shall be responsible for verifying that all Sub-Contractor(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. For any work to be conducted or performed on or over navigable waters, the Workers Compensation certificate must include proof of coverage to include related to the United States Longshore and Harbor (USL&H) Workers Compensation Act as defined in U.S. Code 33, Chapter 18.

**Errors & Omissions (E&O) Liability for Specified Contractor Types:** In addition to provision of General Liability and Workers Compensation Insurance, for work to be performed by "professional" services entities (i.e. – Architects, Engineers, Surveyors, Inspection Services), proof should be provided indicating coverage for Professional Liability indicating limits of not less than \$1,000,000 per occurrence with a corresponding \$1,000,000 Aggregate limit.

**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 Sub-Contractor(s) of the Contractor shall have similar automobile liability insurance. The Contractor shall be responsible for verifying that all Sub-Contractor(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 Sub-Contractor(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 Sub-Contractor(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 Sub-Contractor(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.

**Sub-Contractor(s) Insurance:** The Contractor shall require all Sub-Contractor(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 Sub-Contractor(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 Sub-Contractor(s). The Contractor's and Sub-Contractor'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 Contractor 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 Sub-Contractor(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 Sub-Contractor(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 Sub-Contractor(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 Sub-Contractor(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 Sub-Contractor(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 Sub-Contractor(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 Sub-Contractor(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 Sub-Contractor(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 Sub-Contractor(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 Sub-Contractor(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 Sub-Contractor(s) should be delivered to the site only during the regular working hours of the Contractor or Sub-Contractor(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 Sub-Contractor(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 Sub-Contractor(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. WAGE RATES**

The Contractor shall agree to comply with all State and Federal statutory requirements pertaining to wage rates applicable to this contract, including, but not limited to Indiana Code 5-16-13. The Contractor represents and warrants that prior to commencing any Work he has familiarized himself with any said laws. The Contractor shall require all of his Sub-Contractor(s) to comply with all State and Federal Statutory requirements pertaining to wages which may be applicable to this Contract including but not limited to Indiana Code 5-16-13. Failure to comply with any such statutory requirements shall constitute a material breach of the Contract, and may result in the Owner taking one or more of the following actions:

- a) Referral of suspected violations of state or federal law to appropriate law enforcement agencies; and/or,
- b) Rescinding or voiding the Contract; and/or,
- c) Invoking all other legal and equitable remedies available.

The Contractor and its Sub-Contractor(s) agree to fully cooperate with the Owner in his efforts to investigate and verify compliance with applicable wage laws. Such cooperation shall include, but not be limited to, permitting on-site questioning of employees of the Contractor or Sub-Contractor(s) and reasonable access for inspection of all relevant records of the Contractor or Sub-Contractor(s).

The Contractor shall be liable for all costs, including attorney's fees, incurred by the Owner by reason of the failure of the Contractor or Sub-Contractor(s) hired by the Contractor to comply with these provisions.

**21. 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, Sub-Contractor(s) nor any person acting on behalf of such Contractor or Sub-Contractor(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, Sub-Contractor(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.

**22. 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 Sub-Contractor(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 profits 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.

**23. 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.

#### **24. 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 Sub-Contractor(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.

#### **25. 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.

#### **26. 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.

#### **27. TERMINATION FOR BREACH**

In the event that any provision of this Contract is violated by the Contractor or by any of his Sub-Contractor(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.

#### **28. 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.

#### 29. 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 Sub-Contractor(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.

#### 30. 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.

#### 31. 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 Sub-Contractor(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.

#### 32. 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.

#### 33. DAMAGES

If the Owner should suffer damage in any manner because of any act of the Contractor, anyone employed by him, or any Sub-Contractor(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.

#### 34. 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 Sub-Contractor(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.

35. 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 Sub-Contractor(s), material suppliers of the Contractor and Sub-Contractor(s) and labor costs of the Contractor and Sub-Contractor(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 Sub-Contractor(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 Sub-Contractor(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.

36. 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.

37. 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.

38. 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 Sub-Contractor(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 Sub-Contractor(s) as incompetent or unfit.

If the Contractor has submitted before execution of the Contract a list of Sub-Contractor(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 Sub-Contractor(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 Sub-Contractor(s) and the Owner.

39. RELATIONS OF CONTRACTOR AND SUB-CONTRACTOR

The Contractor agrees to bind every Sub-Contractor(s), and every Sub-Contractor(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 Sub-Contractor(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 Sub-Contractor(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 Sub-Contractor(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 Sub-Contractor(s) shall be valid unless written notice thereof is given by the Contractor to the Sub-Contractor(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.

#### **40. 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 Responders 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 Included Supplement.) In order to be considered a complete bid, the Contractor must complete and include the required forms in their bid response.

#### **41. 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 Sub-Contractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its Sub-Contractor 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 Sub-Contractor to certify to Contractor that the Sub-Contractor 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 Sub-Contractor throughout the duration of the Project. If Contractor determines that a Sub-Contractor is in violation of this Section 16.23, Contractor may terminate its contract with the Sub-Contractor for such violation. Such termination may not be considered a breach of contract by Contractor or the Sub-Contractor.

#### **42. PUBLIC CONSTRUCTION PROJECTS**

The Evansville Municipal Code (EMC) Chapter 3.95 addresses topics concerning Public Construction Projects of the City of Evansville.

- **Random Drug Testing Required.** Pursuant to EMC 3.95.020 Contractor shall maintain a random drug testing program for all construction contracts where the cost of the contract is more than \$10,000.
- **License Required at Time of Submission of Bid.** Pursuant to EMC 3.95.030 Contractor, and every Sub-Contractor to be used on a project, shall be properly licensed to do the work by the Evansville-Vanderburgh County Building Commission office at the time the bid or quote is opened. Any bid or quote by a Contractor not so licensed, or indicating the use of a Sub-Contractor not so licensed, shall be rejected as nonresponsive to the bid or quote request, or the bidder or quoter shall be determined to be a non-responsible bidder or quoter.
- **Responsible Bidding Practices and Submission Requirements.** Pursuant to EMC 3.95.040 each Contractor proposing to submit bids on any City of Evansville public works project estimated to be at least \$150,000 or more must, prior to the bid submission deadline, be designated as a Responsible Bidder as identified in EMC 3.95.040. Each first-tier Sub-Contractor shall be required to adhere to the requirements of the Responsible Bidder ordinance as though it were bidding directly to the City, except that first-tier Sub-Contractors shall submit the required information to the bidder and the bidder shall then forward said information to the City.

#### **43. PROTECTION OF PERSONS AND PROPERTY**

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connect with the performance of the Contract. Upon award of Contract, the Contractor shall submit a written copy of all the Company's Safety and Health Programs, and the annual employee safety training plan.

Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner.

