

CITY OF EVANSVILLE INDIANA



BID DOCUMENTS

Haynies Corner Lighting Project

BOARD OF PUBLIC WORKS

MARTY AMSLER, PRESIDENT
BILL NIX, VICE-PRESIDENT
ANTHONY BROOKS, MEMBER

LLOYD WINNECKE, MAYOR

PREPARED BY: DEPARTMENT OF METROPOLITAN DEVELOPMENT
1 NW MARTIN LUTHER KING, JR., BLVD.
ROOM 306, CIVIC CENTER COMPLEX
EVANSVILLE, INDIANA 47708-1875
(812) 436-7823

November 2018

NOTICE TO BIDDERS

Sealed Bids for **“Haynies Corner Lighting”** will be received at the offices of the Department of Metropolitan Development, Room 306, Civic Center Complex, 1 NW Martin Luther King Jr. Blvd, Evansville, IN 47708, until 1:15 p.m. CDT, on December 6, 2018, or bids may be presented to the Board Of Public Works in Room 301, Civic Center Complex until 1:30 p.m. CDT, December 6, 2018. The Board will open bids and read aloud all bids. Any bids received after the designated time, for any reason, will be returned unopened. All interested contractors, manufacturers and suppliers are encouraged to attend.

Bids shall be delivered in a sealed envelope and clearly marked:

“Haynies Corner Lighting – Department of Metropolitan Development”

The Board Of Public Works and Department of Metropolitan Development reserves the right to reject any or all bids and to waive any irregularity in the bids and in the bidding process. Bids may be held for a period not exceeding ninety (90) days from the date of the opening of the bids for purpose of awarding the Contract. A Five Percent (5%) Bid Bond shall be submitted with the bid and a One hundred percent (100%) Performance Bond shall be delivered to the owner within ten (10) days after the contract has been awarded.

Bidding information and documents may be obtained by calling the Department of Metropolitan Development at (812) 436-7823 or visiting www.evansvillegov.org/bidding.

Department of Metropolitan Development

Kelley Coures, Executive Director

Published on November 22 and November 29, 2018

INSTRUCTIONS TO BIDDERS

1. BID PACKAGE

The Contractor shall include the following completed documents in the bid package; Bid Proposal, Itemized Proposal, Certifications of Non-Segregated Facilities, Equal Employment Opportunity, Indiana Bid Form 96 (2013) with a Financial Statement (if applicable), Non-Collusion Affidavit of Subcontractors (if applicable), Bid Bond, M/WBE Forms, Indiana Legal Employment Declaration Form (E-Verify Program), and copies of Random Drug Testing Policy of Contractor and Subcontractors.

2. BID FORM

Each bid must be submitted on the proper forms. The Contract Documents contain an Itemized Proposal form, which must be fully completed, signed and sealed. In addition, each Bidder must submit an Indiana Bid Form 96 (Revised 2013), properly signed and sealed, with the Non-Collusion Affidavit properly signed, sealed and notarized. In the case of a corporation, both Bid forms and the Non-Collusion Affidavit must have the Corporate Seal affixed.

Any party responding to a bid, Request for Proposal, or quote for any contract with the City of Evansville shall be required to disclose any current adversarial litigation, contract dispute, or other adversarial proceeding against the City of Evansville.

Any such disclosure of current adversarial litigation, contract dispute or other adversarial proceeding against the City of Evansville shall be considered a factor in determining the qualification, responsiveness and responsibility of such party in responding to a bid, quote, or Request for Proposal; and the matter shall be referred to the City Law Department for investigation and recommendation to the Board prior to the award of any contract.

The Board shall consider the report and recommendation of the City Law Department in determining the qualifications, responsiveness and responsibility of each such party in awarding any contract.

3. BID SECURITY

Each Bidder shall furnish a Bid Bond or Certified Check, made payable to the City of Evansville, in an amount not less than five percent (5%) of the Total Bid submitted, including any add alternates.

The Bid Securities of the three lowest bidders will be returned after an award is made and a Contract signed, or at the end of the period set for withdrawal of bids. The Bid Securities of all other bidders will be returned within five (5) working days after the Bid opening date.

4. PERFORMANCE BOND

The successful Bidder shall furnish to the Owner an approved one hundred percent (100%) Performance Bond (Indiana Form 86A). This bond shall remain in effect for twelve (12) months from the date of final acceptance of the work.

5. INSURANCE

The Bidder shall furnish proof of insurance, in the amounts specified in the General Conditions, prior to the start of work under this contract.

6. FORM AND CONTENT OF BID

Any Bid not signed by the Individual making same shall have attached to it a Power of Attorney, evidencing authority to sign the Bid in the name of the person for whom it is signed.

Bids must be submitted in a sealed envelope, bearing the name and address of the Bidder, the project designation, and identification of the contents as a sealed bid.

Any Bidder may withdraw his Bid at any time prior to the scheduled time for receipt and opening of Bids. No Bid shall be withdrawn after the opening of Bids, without the written consent of the Owner, for a period of thirty (30) days after the scheduled time for opening Bids.

The Bidder shall provide a unit price for each item listed on the Itemized Proposal, and carry out the extension for each item. Where written prices and numerical prices are entered for an item, if a discrepancy exists, the written price shall govern, and shall be used in the computation of the extended price.

Any Bid received after the designated time of Bid opening, for any reason, will be rejected and returned to the Bidder unopened.

Indiana Statutes require that any Bid containing alterations or erasures shall be rejected.

The Owner reserves the right to reject any or all Bids, and to waive any technicalities relative to bidding.

The Owner reserves the right to award a Contract based on line item prices.

7. CONTRACT AWARD

The Contract shall be awarded by action of the Board of Public Works on behalf of the Department of Metropolitan Development.

The Board Of Public Works 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 Department of Metropolitan Development, along with the required Proof of Insurance and the Performance Bond. The Contractor shall have Twelve (12) 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 his Bid, and the proceeds thereof, shall be paid into the General Fund of the City of Evansville, for failure of the Contractor to execute the contract. When all these requirements have been met, the Department of Metropolitan Development 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 complete the work under this Contract by Wednesday, April 3, 2018.

The Contractor shall be required to guarantee the improvements, as required in the General Conditions of the Contract Documents, for a period of three years from the date of final acceptance, against all defects in materials and workmanship, and shall agree that during the guarantee period specified he will, at his 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, and 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.

8. LOCAL INDIANA BUSINESS PREFERENCE CLAIM

If the Bidder is claiming a local preference as defined by Indiana Code 36-1-12-22, it shall include such claim with its Bid/Quote. In addition the Bidder shall submit, as a Post-Bid submittal, all documentation required by the Local Indiana Preference statute.

If the Bidder is a Joint Venture and is claiming local preference pursuant to Indiana Code 36-1-12-22, the Bidder shall submit all post bid documentation as required by the Post-Bid submittals. In determining whether the Joint Venture qualifies as a Local Indiana Business, as defined by Indiana Code 36-1-12-22, the Owner will evaluate the Joint Venture by combining each business's total payroll, payroll paid to residents of affected counties, total number of employees, and total number of employees who are residents of Affected Counties. Further, each part of the Joint Venture shall submit the location of its principal place of business. Length of time at location considered principal place of business will be a consideration in whether the Joint Venture qualifies as a local Indiana business. The Owner will determine whether the Joint Venture qualifies as a Local Indiana Business, as defined herein, by viewing the Joint Venture as one business, not as separate businesses. The total overall Joint Venture must qualify as a Local Indiana Business to receive the local preference as defined in Indiana Code 36-1-12-22.

9. E-VERIFY PROGRAM

A 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).

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. 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.

10. 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 Enterprise (M/WBE) in the community's purchasing efforts. Goals have been established to provide an atmosphere of equal opportunity for all contractors 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)

11. COMPLIANCE WITH EMC 3.90.040

All bids submitted in the amount of \$150,000.00 or more shall comply with the requirements of Evansville Municipal Code 3.90.040 ("Responsible Bidding Ordinance"), a copy of which is included in these Bid Documents. It is the bidding contractor's responsibility to review the Responsible Bidding Ordinance and provide all required documentation, statements and information. Failure to comply with the Responsible Bidding Ordinance will result in rejection of the contractor's bid.

BOARD OF PUBLIC WORKS

City of Evansville, Indiana
Room 321 Civic Center Complex
Evansville, Indiana 47708

Marty Amsler
Bill Nix
Sharon Walker

Tele: (812) 436-4988

Haynies Corner Lights

PROPOSAL

TO: The Board of Public Works
of the City of Evansville, Indiana

Members of the Board:

Pursuant to legal notice that the Board of Public Works will receive sealed bids for the "Haynies Corner Lights" on the 6th day of December, 2018 at 1:30 p.m., LOCAL TIME

The undersigned hereby tenders his bid to furnish and place all material in accordance with these specifications and the drawings; to furnish all necessary machinery, equipment, tools, labor and other means of performing the work; to furnish all material specified and in the manner and at the time prescribed; to perform under the supervision of the Board or its duly authorized representatives; and pursuant to the terms of the bond filed herewith in the amount not less than five percent of the total Bid price on the attached Itemized Proposal; and to prosecute the work so as to complete the work before the date set out therein.

The Bidder hereby declares that he has examined the site of the work and has informed himself fully in regard to all conditions pertaining to the place where the work is to be done, and that he has examined the plans for the work and other contract documents relative to the bids as acknowledged below, and that he has satisfied himself relative to the work to be performed.

It is understood that the following quantities of work to be done are approximate only, and are intended principally to serve as a guide in evaluating the bids.

The undersigned has filled in the Itemized Proposal sheet(s) with a unit price for each item listed, has executed the form of contract filed herewith as a part of the proposal, which execution shall be regarded as the signing of the contract for the proposed, work, to be in full force and effect from the date of signatures of the Board of Public Works of the City of Evansville. The undersigned has also properly executed the Non-Collusion Affidavit and Bid Form No. 96 Revised 2013.

The undersigned understands that the Board of Public Works reserves the right to reject any part or all of the following proposal.

The Bidder proposes and agrees, if his bid is accepted, to execute the agreement contained in these specifications, and to commence work within ten (10) days after a Notice to Proceed is issued by the Board, and that he will complete the work within the time specified in the attached specifications. The undersigned Bidder agrees to accept as full compensation for the completed work the prices named in the Itemized Proposal.

The undersigned further agrees that, in case of failure on his part to execute the said agreement within a period two weeks from the date of Board's award, the Bid Bond accompanying his Bid, and the proceeds thereof, shall be paid into the General Fund of the City of Evansville.

If this bid should be accepted, the undersigned agrees to enter into the prescribed performance and payment bond for not less than one hundred percent (100%) of the total bid price. The Bidder further agrees that this bid, the plans, the specification, and the Notice to Bidders are made a part of this agreement.

FIRM NAME: _____

NOTARY:

BY: _____

Sworn to and subscribed before me this _____ day of

TITLE: _____

_____, 20____.

ADDRESS: _____

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

ITEMIZED BID PROPOSAL

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

NOTE:

- Scope of work:
Install new tension wires and string lights between existing decorative light poles in **AREA 1** and **AREA 2** as shown in **Attachment 1**. Energize new string lights. String lights shall be 3k-4k color temperature LED globe lights at 18" o.c. as provided by Mica Lighting or approved equal.

Assumptions:

- Existing poles will need to be drilled and tapped to install eye bolts and provide power connections. Alternately, a custom pole bracket (to be painted black) which clamps around the pole may be used to attach the tension support wires.
- New string lights shall be added to same circuit as existing decorative lights. No new power feeds.
- Existing poles (NOT tenons) shall be tapped at the top of pole, not less than 2" and not more than 4" from the bottom of the tenon.

Item No. 1: Install approximately 915' (Area 1 - 761' plus Area 2 -154') of new tension wires and string lights, as shown in Attachment 1; furnishing all materials and tools necessary for installation; furnish all LAMPS necessary for finished project; furnishing and transporting materials; trimming tree branches as needed; removal and hauling of any construction debris and tree limbs, as necessary; labor, placement, installation of wires and lights; energize, complete in place and ready for use.

@ _____ Dollars & _____ Cents

Unit price per Linear Foot

\$ _____ \$ _____

Unit price per Linear Foot

Total

Item No. 2: Purchase and deliver to Owner an additional One Hundred (100) LAMPS for future use by Owner.

@ _____ Dollars & _____ Cents

Unit price per Each

\$ _____ \$ _____

Unit price per Each

Total

TOTAL OF BID: _____ Dollars

and _____ Cents \$ _____

Total

COMPANY: _____

Corporate Seal:

BY: _____

TITLE: _____

DATE: _____

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 therefor and the Contract Documents. This Contract and the Contract Documents supersedes any prior agreements, written or oral, between the Owner and the Contractor.

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

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

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

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

2. INTENT OF CONTRACT DOCUMENTS

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

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

3. CONTRACT DRAWINGS AND SPECIFICATIONS

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

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

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

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

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

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

4. OWNERSHIP OF DRAWINGS

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

5. CONTRACT SECURITY

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

6. OR EQUAL CLAUSE

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

7. CONTRACTOR'S INSURANCE

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

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

General Aggregate:	Not Less Than \$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

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

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

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

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

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

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

Other Provisions: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, officials, employees and volunteers by the Contractor and Subcontractor(s). The Contractor's and Subcontractor's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability. The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees and volunteers for losses arising from Work performed by the 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 of any such laws, ordinances, regulations, codes and standards whether by himself or his employees, even if such violation is due wholly or in part to violation of said laws, ordinances, regulations, codes or standards by the Owner or its representatives.

The Contractor shall give all notices, and procure and pay for all permits, licenses and bonds, necessary for the prosecution of the Work, as required by Municipal, State and Federal ordinances, regulations, codes and laws, unless specifically provided otherwise in the Special Conditions or the Specifications. If the Contractor observes that the Project Drawings and Specifications are at variance with rules, codes or laws, he shall promptly notify the Owner or Engineer in writing, and any necessary changes shall be made as provided in the Contract for changes in the Work. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and gives no notice to the Owner or Engineer, he shall bear all costs and damages, including but not limited to attorney's fees, arising from said Work.

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

11. ROYALTIES AND PATENTS

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

12. PROTECTION OF WORK AND PROPERTY

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

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

13. MATERIALS AND WORKMANSHIP

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

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

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

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

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

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

14. INSPECTION OF WORK AND TESTING OF MATERIALS

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

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

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

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

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

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

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

15. CONTRACTOR'S SUPERINTENDENT

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

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

16. RECEIVING OF SHIPMENTS

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

17. USE OF PREMISES

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

18. CUTTING, PATCHING AND DIGGING

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

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

19. CLEANING UP

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

20. 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, including, but not limited to, Indiana's Common Construction Wage Law, I.C. 5-16-7-1 et~seq. 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 Subcontractor(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 including, but not limited to Indiana's Common Construction Wage Law. 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 Subcontractor(s) agree to fully cooperate with the Owner in his efforts to investigate and verify compliance with the common construction wage laws. Such cooperation shall include, but not be limited to, permitting on-site questioning of employees of the Contractor or Subcontractor(s) and reasonable access for inspection of all relevant records of the Contractor or Subcontractor(s).

Before any Work is commenced, each Contractor and Subcontractor(s) shall file with the Owner a schedule of hourly wage rates to be paid by him to each employee engaged in Work on the Project. Said rate shall in no case be less than the schedule of minimum rates as set out in the "Minimum Wage Scale", as determined for this Project in the Indiana Department of Labor, a copy of which scale is on file in the office of the Engineer.

The Contractor and his Subcontractor(s) shall be required to pay all labor at the current common construction wage rate, including all current fringe benefits. The Contractor shall supply to the Owner a complete wage and hour report, on a standard form, within three (3) working days of the close of each pay period, designating employee name, classification (as per wage scale), rate paid (including fringes) and hours worked. Progress payments will not be made until such reports have been submitted.

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

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 Subcontractor(s), and for such sums as the Owner or Engineer may direct, the Contract Price being adjusted in conformity therewith. The Contractor

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

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

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 Subcontractor(s) to proceed to perform the Work, except in emergency endangering life or property, until the Contractor has complied with the provisions in Section 23, "Changes in The Work". The Owner shall have no liability for a claim for extra cost unless the Contractor has complied with Section 23 prior to commencing the extra Work.

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

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 Subcontractor(s) hired by the Contractor, and pay for any damage resulting therefrom, which shall appear within a period of three years from the date of final acceptance. The Owner shall give notice of observed defects with reasonable promptness.

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 Subcontractor(s) hired by the Contractor, the Contractor may, upon seven (7) days written notice to the Owner, stop Work or terminate this Contract and recover from the Owner payment for all Work satisfactorily performed.

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

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 Subcontractor(s) hired by the Contractor, have complied with the provisions of Section 20 herein.
- b) If the billing is in order, to the satisfaction of the Engineer, it will be signed by the Engineer, and forwarded to the appropriate Board for approval at their next meeting. Incomplete invoices, improper billings, or uncompleted Work may cause delays in processing.
- c) After approval by the Board, the Claim will be processed for payment. A check will normally be written within thirty (30) days of receipt of a proper invoice and a valid, signed claim.
- d) Within thirty (30) days of the completion of the Work, a final inspection will be held. The Contractor will be notified of the date of this inspection, but attendance is not required. A written summary of requirements for remedial or repair Work will be communicated to the Contractor, and payment of retainage will not be made until all remedial Work cited by the Engineer is completed to the satisfaction of the Engineer. Bills for final claims will be processed in the manner outlined in Paragraphs a), b) and c) above.

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

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

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 Subcontractor(s), material suppliers of the Contractor and Subcontractor(s) and labor costs of the Contractor and Subcontractor(s) in connection with the Contract have been paid.

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

from any defective material, workmanship or equipment provided by the Contractor, or any Subcontractor(s) hired by the Contractor. The date of acceptance shall be established by the Engineer only after all Work under this Contract has been substantially completed as to quality of workmanship and materials.

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 Subcontractor(s) which the Contractor proposes to have perform any Work, and the Owner or Engineer may within a reasonable time object the use of said Subcontractor(s) as incompetent or unfit.

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

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

39. RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

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

a) The Subcontractor(s) shall agree:

(1) To be bound to the Contractor by the terms of the Contract, and the Contract Documents, and to assume toward him all the obligations and responsibilities that the Contractor, by these documents, assumes toward the Owner.

(2) To make all claims for extras, for extensions of time, and for damages for delays or otherwise, to the Contractor, in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner, except that the time for making claims for extra cost is one week.

b) The Contractor shall agree:

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

(2) To pay the Subcontractor(s) to such extent as may be provided by the Contract Documents or the Subcontract.

(3) To make no demand for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the Subcontract.

(4) That no claim for services rendered or materials furnished by the Contractor to the Subcontractor(s) shall be valid unless written notice thereof is given by the Contractor to the Subcontractor(s) during the first ten days of the calendar month following that in which the claim originated.

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

40. MINORITY AND WOMEN BUSINESS ENTERPRISES (M/WBE)

The City of Evansville Municipal Code 3.30.870-876 encourages utilization of Minority and Women Business Enterprises (M/WBE) in the community's purchasing efforts. The Contractor shall provide an atmosphere of equal opportunity for all vendors and prohibit discrimination in all aspects of public operations including the purchasing of products, services and public works contracts.

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

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 subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person

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

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

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

CERTIFICATIONS OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification the term "segregated facilities" means any waiting rooms, work area, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date _____, 20 ____.

Address:

_____(SEAL)

_____(TITLE)

This certification must be included in the Bid, without alteration.

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 insure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability. Such action shall include but not limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions for the nondiscrimination clause.
2. The Contractor agrees that all services, facilities, activities and programs provided as part of this 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 this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

Date _____, 20 ____.

BY: _____

TITLE: _____

PRINTED NAME: _____

ADDRESS: _____



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

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

Date (month, day, year): _____

1. Governmental Unit (Owner): _____

2. County : _____

3. Bidder (Firm): _____

Address: _____

City/State/ZIPcode: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____

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

_____ and dated _____ for the sum of

_____ \$ _____

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

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

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

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

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

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date (month, day, year): _____

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

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

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

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

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

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

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

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

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

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

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

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

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

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

SECTION V OATH AND AFFIRMATION

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

Dated at _____ this _____ day of _____, _____

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss

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

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

County of Residence: _____

BID OF

(Contractor)

(Address)

FOR

PUBLIC WORKS PROJECTS

OF

Filed _____

Action taken _____

NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)

) SS:

County of _____)

_____, being first duly sworn, deposes and says that:

1) He is (Owner, Partner, Officer, Representative or Agent) of _____, herein referred to as "Subcontractor";

2) He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the Project number _____, pertaining to the _____ Project in Evansville, Indiana.

3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal;

4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal, or to fix any overhead, profit or cost element of the price or prices in said Subcontractor's Proposal, or to secure through collusion, the Board of Public Works or any person interested in the proposed Contract; and

5) The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not obtained by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____(SEAL)

_____(TITLE)

Subscribed and sworn to before me this ____ day of _____, 20 ____.

My Commission Expires:

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned _____ as PRINCIPAL, and _____ as SURETY are held and firmly bound unto the BOARD OF PUBLIC WORKS of the City of Evansville, Indiana, in the penal sum of _____ dollars (\$_____) lawful money of the United States for the payment of which sum and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated _____, 20____, for _____.

Now, therefore, the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Board of Public Works, City of Evansville, in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, the Principal shall pay the Board of Public Works, City of Evansville, the difference between the amount specified in said Bid and the Amount for which the Board of Public Works may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL:

Principal Name

Principal (Seal)

Printed Name/Title

Principal Address

Corporate Seal:

SURETY:

Surety Name

Surety (Seal)

Printed Name/Title

Surety Address

Attorney-In-Fact

Printed Name/Title

Submit Power of Attorney Documentation when Applicable

WAIVER OF LIEN

To: BOARD OF PUBLIC WORKS

WHEREAS, the undersigned, _____ has been employed by the Board for the installation of _____ on the project known as _____.

Now therefore, for and in consideration of the sum of \$_____ paid by the Board, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the undersigned does hereby waive and release any and all lien and claim or right to lien on said above described project under the statutes of the state in which the property is located relating to mechanics' liens and materialmen's liens by described and identified herein or not, and heretofore furnished by the undersigned for the said project; it being the express intention of the undersigned, with full knowledge of the provisions of its rights, that acceptance of the above amount is acknowledgment of satisfaction and payment in full, and the execution hereof constitutes a full and complete discharged, release and waiver of its mechanic's lien and materialmen's lien for any and all work and labor done and performed on any and all materials or both, furnished to date.

The undersigned hereby certifies that all labor and/or materials furnished or used on the above described project for which this waiver of lien is executed have been paid in full.

_____(SEAL)

_____(TITLE)

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

Before me, a Notary Public, the day and year below stated, personally appeared _____, and acknowledged the execution of the foregoing instrument to be _____ free and voluntary act and deed.

WITNESS MY HAND AND SEAL, this _____ day of _____, 20 _____.

Notary Public

Printed

County of Residence: _____

My Commission Expires: _____

INDIANA LEGAL EMPLOYMENT DECLARATION

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

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

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

(Name of Company)

By: _____
(Authorized Representative of Company)

Subscribed and sworn to before me on this _____ day of _____, 20____.

My Commission Expires: _____

County of Residence: _____

Notary Public – Signature

Notary Public – Printed Name

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

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 subcontractor/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 subcontractors,
 - 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 Subcontractor or Supplier (Form C) summarizing all subcontractor and supplier utilization, for each M/WBE subcontractor 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;
4. Determine the scope of work assigned to each MBE/WBE;
5. 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);
6. Determine the percentage of completion of MBE/WBE scope of work to date;
7. 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;

8. 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

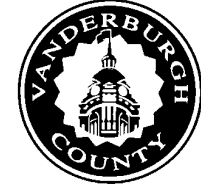
Department / Name of Project:

[illegible]

Work Type:	Labor, Equipment, or Supply	Form to Be Submitted with the Bid
Bid Item No.:	See Contract Documents - For General Services, put N/A.	
Name:	Company Name Evaluated, including General Contractor	
Work Description:	Work task being evaluated for project inclusion	
Quoted/Estimated Amount:	Estimates or Quotes from subcontractors or suppliers or cost worksheet amount from General Contractor	
Markup/Overhead Amount:	General Contractor percent markup from subcontractors or suppliers or overhead cost for internal cost worksheet amount:	
Total Work Item Description Cost:	Quote/Estimate + Markup/Overhead	
Project Percentage:	Quoted MBE/WBE Sub Amount / Total Bid Amount	

Form to Be Submitted with the Bid

* at least 3 municipal business days prior to Bid Opening.



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.



MONTHLY M/WBE UTILIZATION REPORT (FORM D)

[Prime Contractor to complete this form for each subcontractor.]

Information for this section, and the M/WBE sections, should correspond to the Contractor's current Application and Certificate for Payment.

Contractor's Name: _____

Contract For: _____

Report Period: _____

Original Contract Amount \$ _____

Change Orders to Date \$ _____

Current Contract Amount \$ _____

Total Completed and Stored To Date \$ _____

Retainage \$ _____

Total Earned Less Retainage \$ _____

Amount Previously Paid \$ _____

Current Payment Due \$ _____

Balance to Finish, Including Retainage \$ _____

Contractor's MBE Contract Goal (Form A) \$ _____

Contractor's WBE Contract Goal (Form A) \$ _____

Contractor's Total M/WBE Contract Goal (Form A) \$ _____

Does Contractor have any reason to believe that it will not achieve the M/WBE participation goals, set forth above?
Yes _____ No _____

If yes, please provide details: _____

I hereby affirm, under the penalties of perjury, that the information provided with this report is true and accurate. I acknowledge that the City of Evansville, Vanderburgh County, Evansville Vanderburgh School Corporation, or its designees, may verify any of the information provided.

Contractor: _____

By: _____ Title: _____

Printed Name: _____ Date: _____

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
----------------	----------------	-----------------------------------	---------------

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

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

CONTRACTOR'S SIGNATURE

DATE

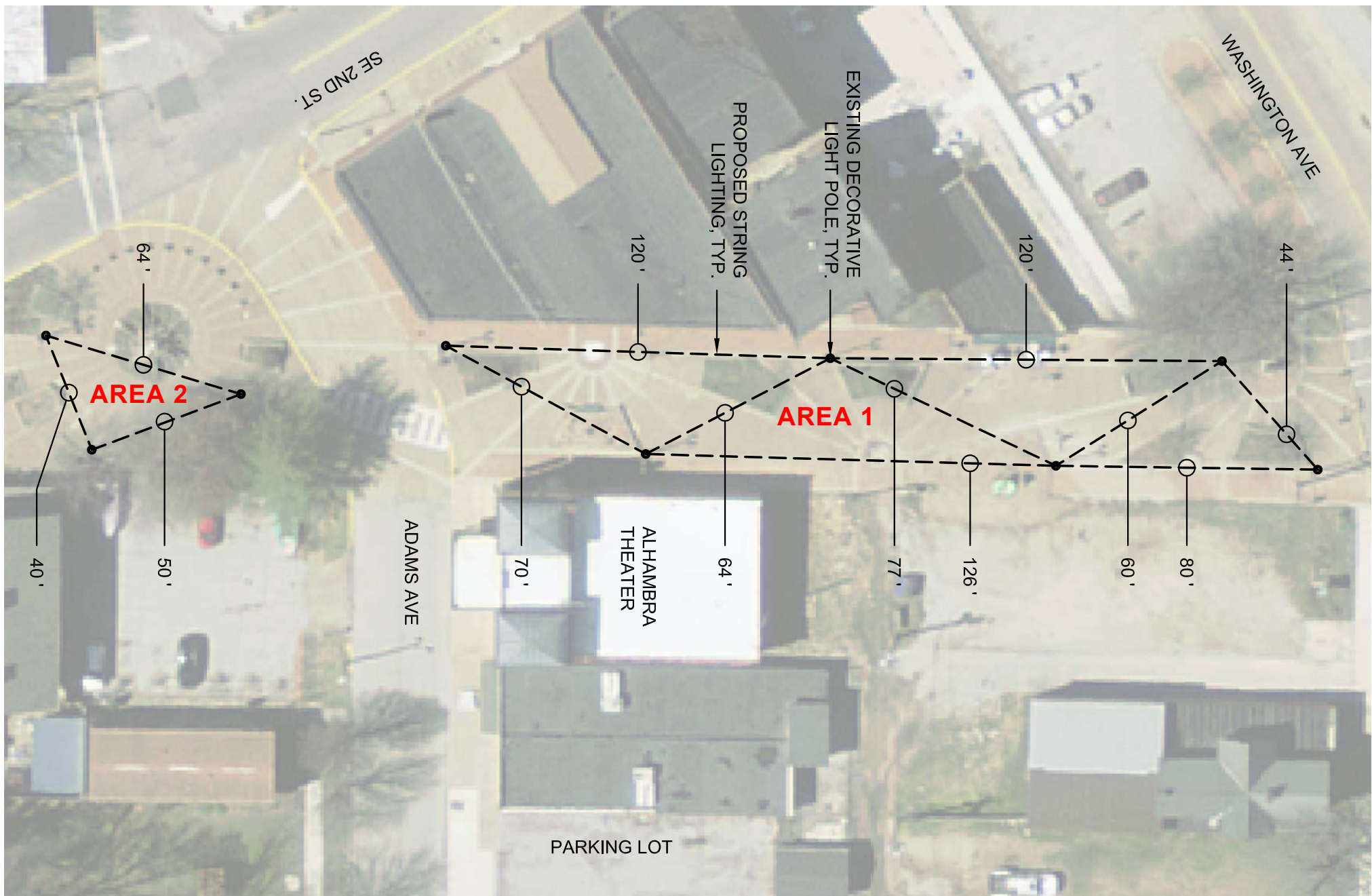
RANDOM DRUG TESTING POLICY

Following are the requirements for required random drug testing programs as provided for in Chapter 3.95.020 of the City of Evansville Municipal Code.

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

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

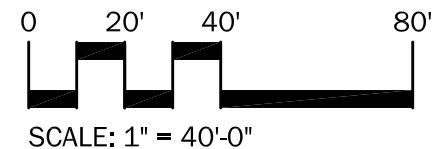




HAYNIE'S CORNER

STRING LIGHT SCHEMATIC
EVANSVILLE, INDIANA

Attachment 1



Description

Socket Spacing: 6", 12" and 18"
Heavy duty black belt light, perfect for indoor or outdoor lighting applications for patio, cabana, outdoor garden events, restaurants, temporary or permanent lighting installation.

Features

- 120V
- 2 wire non-chasing
- 13amp capacity E27, Candelabra, E17 Base
- Weatherproof seals
- Commercial Grade
- Surface mount
- Custom cuttable in the field
- Medium base adapter sockets also available
- *Lamps sold separately*



Ordering Information

Catalog No.	Roll Length	Max Run with 7.5 Watt lamp	Max Run with 11 Watt lamp	Max Run with 25 Watt lamp
FLB650	50	97 Feet	70 Feet	26 Feet
FLB1250	50	195 Feet	140 Feet	55 Feet
FLB1850	50	300 Feet	200 Feet	100 Feet
Lamps	Base Type	Wattage	Color	Shape
E27C7.5	E27	7.5	Clear	S11
E27C11	E27	11	Clear	S14
E27C25	E27	25	Clear	A19
Color Lamps and E17 and Candelabra sizes available upon request				



PLED-S14F

Specifications:

Lamp Type: Filament Style LED

Lens: Clear Glass / Silicone Coated

Base: Medium E26

Voltage: 120V

LED Color: Variety of Colors

Lamp Life: 25,000 hours

Listing: UL Wet Location

Catalog No.	Watts	Lumens	Incandescent Equivalent
PLED-S14F-24K-100	1.0	100	15 Watt
PLED-S14F-27K-100	1.0	100	15 Watt
PLED-S14F-24K-150	2.0	150	20 Watt
PLED-S14F-27K-150	2.0	150	20 Watt
PLED-S14F-B - (Blue)	1.0	N/A	11 Watt
PLED-S14F-G (Green)	1.0	N/A	11 Watt
PLED-S14F- (Red)	1.0	N/A	11 Watt
PLED-S14F-Y (Yellow)	1.0	N/A	11 Watt