



LLOYD WINNECKE
MAYOR

EVANSVILLE REDEVELOPMENT COMMISSION DEPARTMENT OF METROPOLITAN DEVELOPMENT

One N.W. Martin Luther King, Jr. Blvd.
306 Civic Center Complex • Evansville, IN 47708
(812) 436-7823 • TDD: (812) 436-4928 • Fax: (812) 436-7809

KELLEY M COURES
EXECUTIVE DIRECTOR

July 15, 2019

REQUEST FOR BIDS: HAYNIE'S CORNER TEMPORARY PARKING LOT INSTALLATION

Sealed Bids for " HAYNIE'S CORNER TEMPORARY PARKING LOT INSTALLATION" will be received at the offices of the Department of Metropolitan Development (DMD)– Room 306, Civic Center Complex, 1 N.W. Martin Luther King Jr., Blvd., Evansville, Indiana, until 8:30 a.m., CST, on Tuesday, August 6th, 2019, at which time all Bids will be publicly opened and read aloud in Room 307 Civic Center.

Any Bids received after the designated time, for any reason, will be returned unopened.

The DMD reserves the right to reject any and/or all Bids, and to waive any informalities in the Bids.

The Contractor shall be aware that he will be required to list all subcontractors and the percentage of the contract performed by each subcontractor. This bid is subject to the City's Minority/Women Business Utilization Program, pursuant to the City of Evansville Municipal Code 3.90.110-180.

This bid could be subject to the City's Responsible Bidder requirements, pursuant to the City of Evansville Municipal Code 3.95.040.

Please contact Department of Metropolitan Development by calling 812.436.7823 or emailing Lana J. Abel at ljabel@evansville.in.gov for any questions concerning this bid.



ITEMIZED BID PROPOSAL

The Evansville Redevelopment Commission and Department of Metropolitan Development are seeking bids for the construction of two temporary parking lots that will be utilized while the EWSU and City Engineer's office work on projects around the Haynie's Corner area. One lot will be located off of Blackford Avenue behind Walton's the second parking lot is located on the Northwest lots at the intersection of Adams Ave. and Putnam St. as indicated in the attached maps.

NOTES:

- The Safety Board shall be notified one week prior to any road closures or lane restrictions.
- AT&T castings, if encountered, shall be adjusted by AT&T only.
- Each lot will require approximately 6" of top soil to be removed.
- The tie in panel that connects the handicap spots to the sidewalk cannot have a running slope that exceeds 8.33% and a cross slope exceeds 2%.
- #53 stone will only be used for the driveway entrance on the Adams Avenue parking lot.
- Contractor shall be responsible for any permits and fees required to execute scope of work.

The Bidder shall give his 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.

Item No. 1: Clear and Grubbing for Blackford Ave Parking Lot – 1067 Square Yards

This item consists of all work and equipment for the clearing, grubbing, removing, and proper disposing of all vegetation and debris within the construction limits as per the plans and specifications, and in accordance with the INDOT Specification Section 201 (Clearing and Grubbing).

@ _____ Dollars & _____ Cents
Unit price per Square Yard

\$ _____ Unit price per Square Yard \$ _____ Total

Item No. 2: Clear and Grubbing Adams Ave Parking Lot – 930 Square Yards

This item consists of all work and equipment for the clearing, grubbing, removing, and proper disposing of all vegetation and debris within the construction limits as per the plans and specifications, and in accordance with the INDOT Specification Section 201 (Clearing and Grubbing).

@ _____ Dollars & _____ Cents
Unit price per Square Yard

\$	\$
Unit price per Square Yard	Total



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Item No. 3: #11 Compacted Aggregate – 500 Tons

This item shall include the material, transportation, labor, compaction, etc. of #11 stone, as per plans and specifications, complete in place and ready for use.

@ _____ Dollars & _____ Cents
Unit price per Ton

\$ _____ \$ _____
Unit price per Ton Total

Item No. 4: #53 Compacted Aggregate – 6.5 Tons

This item shall include the material, transportation, labor, compaction, etc. of #53 stone, as per plans and specifications, complete in place and ready for use.

@ _____ Dollars & _____ Cents
Unit price per Ton

\$ _____ \$ _____
Unit price per Ton Total

Item No. 5: INDOT Silt Fence – 800 Linear feet

This item shall include material, transportation, labor, and maintenance of the silt fence per plans and specifications, complete in place, ready for use and in accordance with INDOT Specifications Section 205.06 (a) (Silt Fence) and Section 918.04 (Silt Fence Materials).

@ _____ Dollars & _____ Cents
Unit price per Linear foot

\$ _____ \$ _____
Unit price per Linear foot Total



Item No. 6: Non- Woven Geotextile Fabric – 1998 Square Yards

This item shall include furnishing and transporting materials for the geotextile fabric per plans and specifications, complete in place, ready for use and in compliance with INDOT Specification Section 918 (Geotextile).

@ _____ Dollars & _____ Cents
Unit price per Square Yard

\$ _____ \$ _____
Unit price per Square Yard Total

Item No. 7: Parking Bumpers – 46 Each

This item shall include furnishing and transporting materials for the installation of the parking bumpers per the plans and specifications, complete in place and ready for use.

@ _____ Dollars & _____ Cents
Unit price per Each

\$ _____ \$ _____
Unit price per Each Total

Item No. 8: Edging Wall – 295 Linear Feet

This item shall include furnishing and transporting materials for the installation of the edging wall, per the plans and specifications, complete in place and ready for use.

@ _____ Dollars & _____ Cents
Unit price per Linear Foot

\$ _____ \$ _____
Unit price per Linear Foot Total

Item No. 9: 6" Tapered Sidewalk- 8 Square Yards

This item includes furnishing and transporting 6" ADA Compliant Plain Portland Cement Concrete for sidewalks and walkouts, as per Detail S-1; furnishing and transporting materials; cutting out tree roots; removal and hauling of existing structures, curbs, sidewalks; labor, placement, compaction, finishing, jointing and curing of concrete (curing compound with no pigmentation & tool joints required in Historic District); backfill, adjustment of castings, removal and re-setting of signs including PVC pipe for signs, etc., complete in place and ready for use.

@ _____ Dollars & _____ Cents
Unit price per Square Yard

\$ _____ \$ _____
Unit price per Square Yard Total



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Item No. 10: 8" Sidewalk- 12 Square Yards

This item includes furnishing and transporting 8" ADA Compliant Plain Portland Cement Concrete for Cement Concrete for sidewalks and walkouts, as per Detail S-1; furnishing and transporting materials; cutting tree roots; removal and hauling of existing structures, curbs, sidewalks, drives; labor, placement, compaction, finishing, jointing and curing of concrete - curing compound with no pigmentation & tool joints required in Historic District; backfill, sealing joints with elastomeric sealant, adjustment of castings, etc., complete in place and ready for use.

@ _____ Dollars & _____ Cents
Unit price per Square Yard

\$ _____ \$ _____
Unit price per Square Yard Total

Item No.11: Handicap Parking Spots – 62 Square Yards

This item includes furnishing and transporting 6" ADA Compliant Plain Portland Cement Concrete for handicap parking spots, as per sheet 6 of the Adams Ave. and Blackford Ave. drawings, complete in place and ready for use.

@ _____ Dollars & _____ Cents
Unit price per Square Yard

\$ _____ \$ _____
Unit price per Square Yard Total

Item No.12: Seed and Straw – 120 Square Yards

This item includes the furnishing, transporting, and labor to install seed and straw, as per plans and specifications, which includes seeding, grading, mulch, watering, fertilizer, and lime, complete in place and ready for use.

@ _____ Dollars & _____ Cents
Unit price per Square Yard

\$ _____ \$ _____
Unit price per Square Yard Total



TOTAL OF BASE BID:

_____ Dollars

and _____ Cents

\$ _____ Total

COMPANY: _____

BY: _____

TITLE: _____

DATE: _____

Corporate Seal:



BLACKFORD

17 BLACKFORD AVE

19 E BLACKFORD AVE

SIXTH

WASHINGTON

1017 PUTNAM ST

96 98 ADAMS AVE

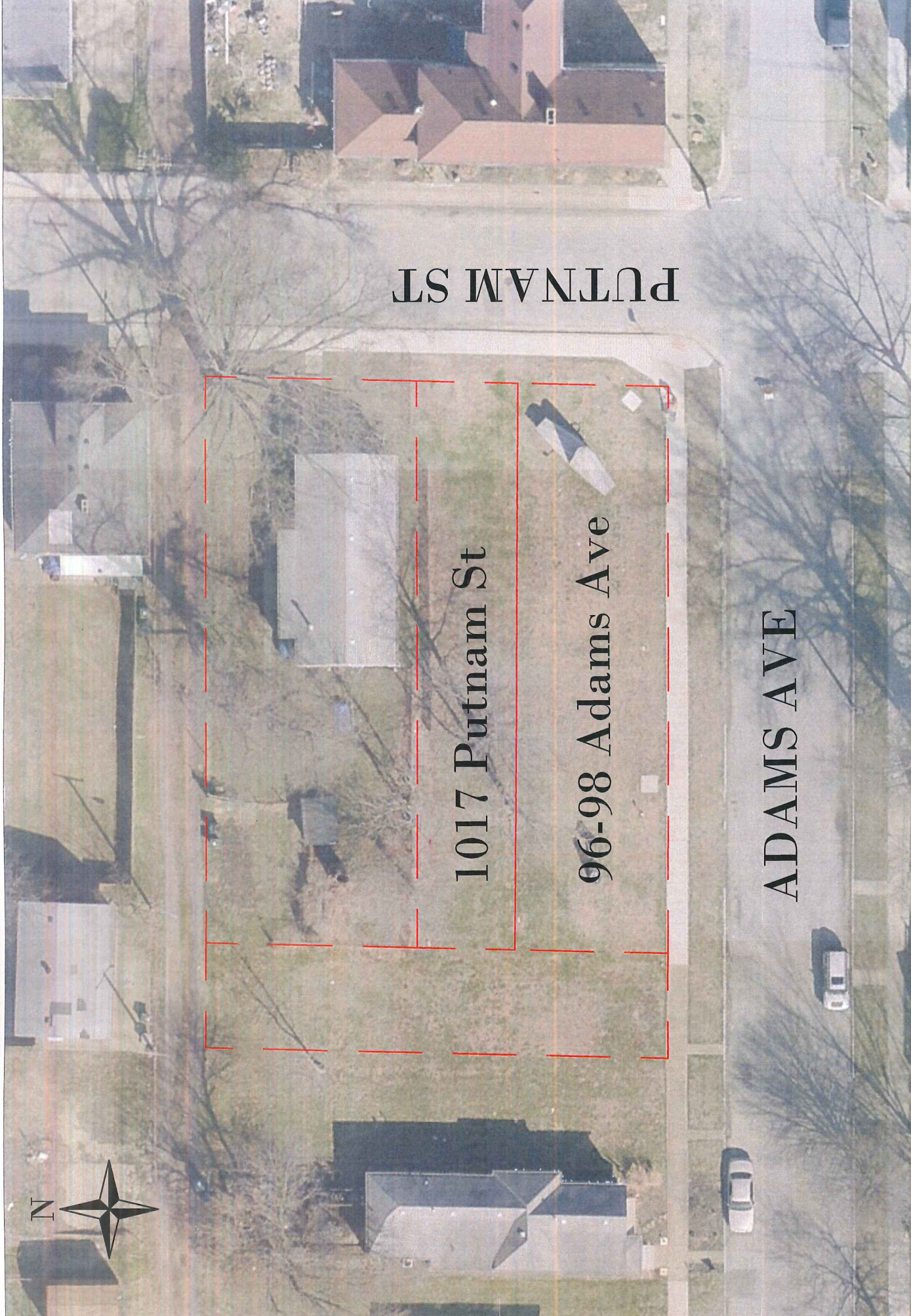
ADAMS

PUTNAM

Location of Parking Lots

temp_parking





PUTNAM ST

1017 Putnam St

96-98 Adams Ave

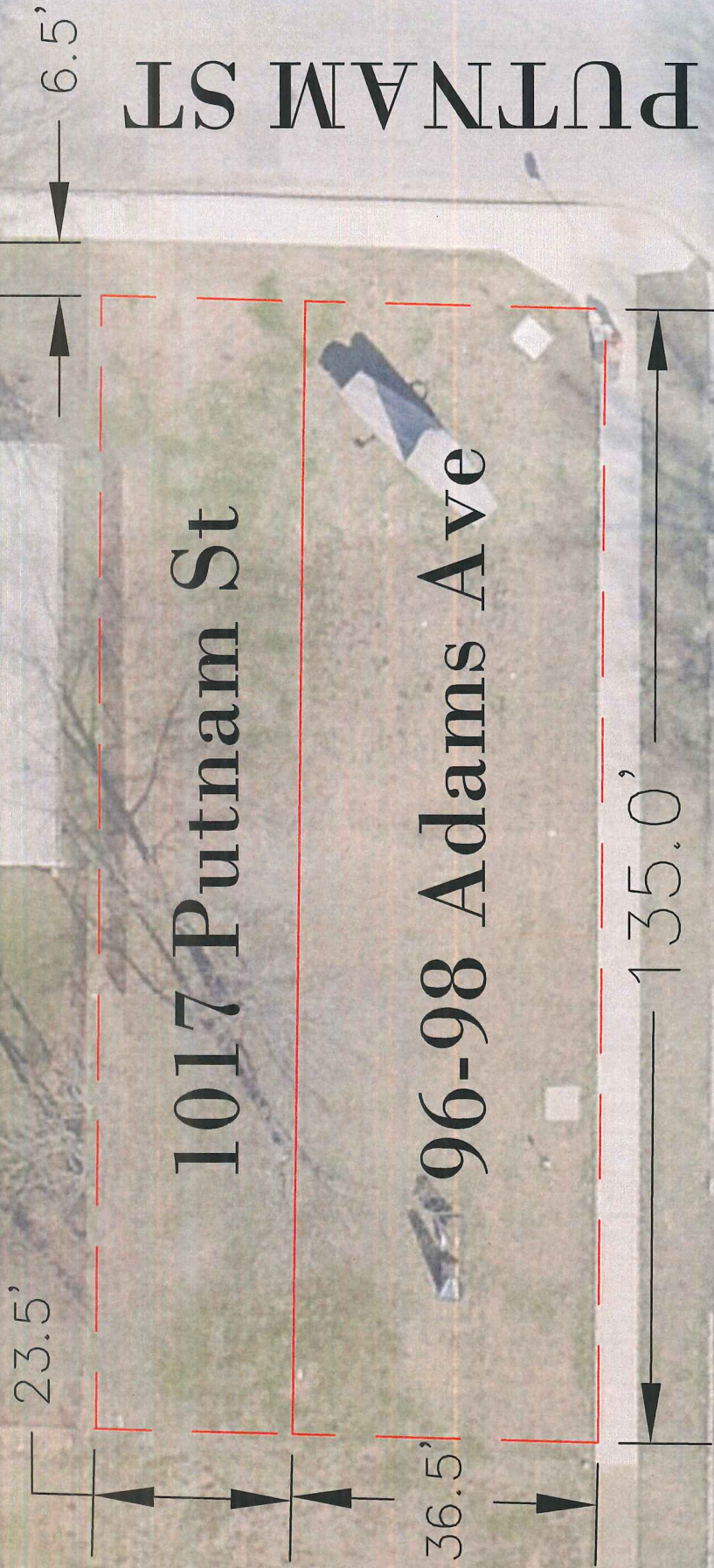
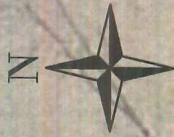
ADAMS AVE

ADAMS AVE PARKING LOT
PROPERTY BOUNDARY
SHEET 1 OF 6

CREATED BY: DOMINIC DELUCIO
DATE: 06/07/2019
SCALE: 1"=30'

CITY ENGINEER'S OFFICE
CIVIC CENTER COMPLEX RM. 321
1 N.W. MARTIN LUTHER KING JR. BLVD.
EVANSVILLE, IN 47708





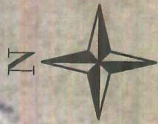
ADAMS AVE



CITY ENGINEER'S OFFICE
CIVIC CENTER COMPLEX RM. 321
1 N.W. MARTIN LUTHER KING JR. BLVD.
EVANSVILLE, IN 47708

CREATED BY: DOMINIC DELUCIO
DATE: 06/07/2019
SCALE: 1"=20'

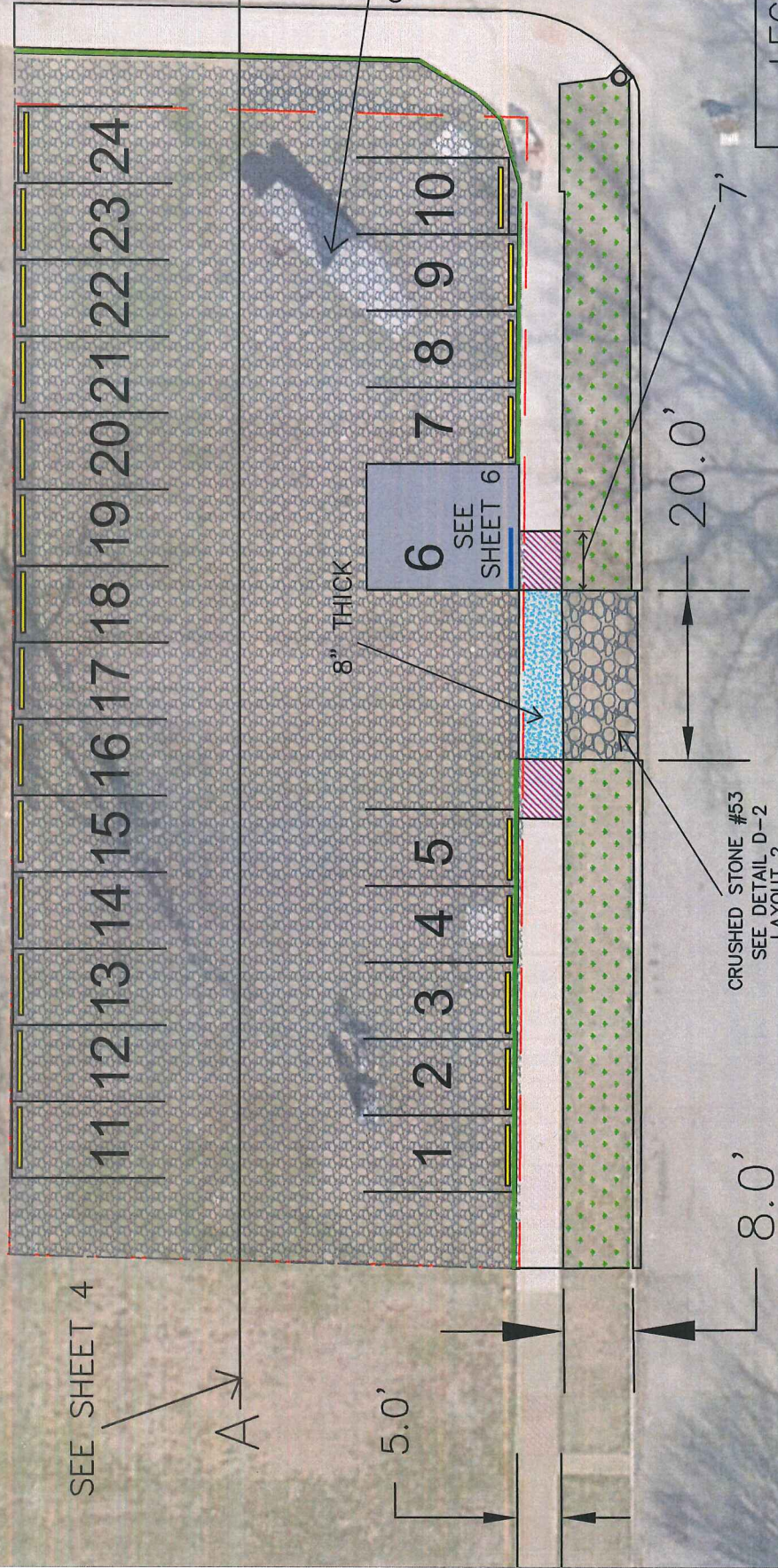
ADAMS AVE PARKING LOT
DIMENSIONS
SHEET 2 OF 6



SEE SHEET 4

A

A'



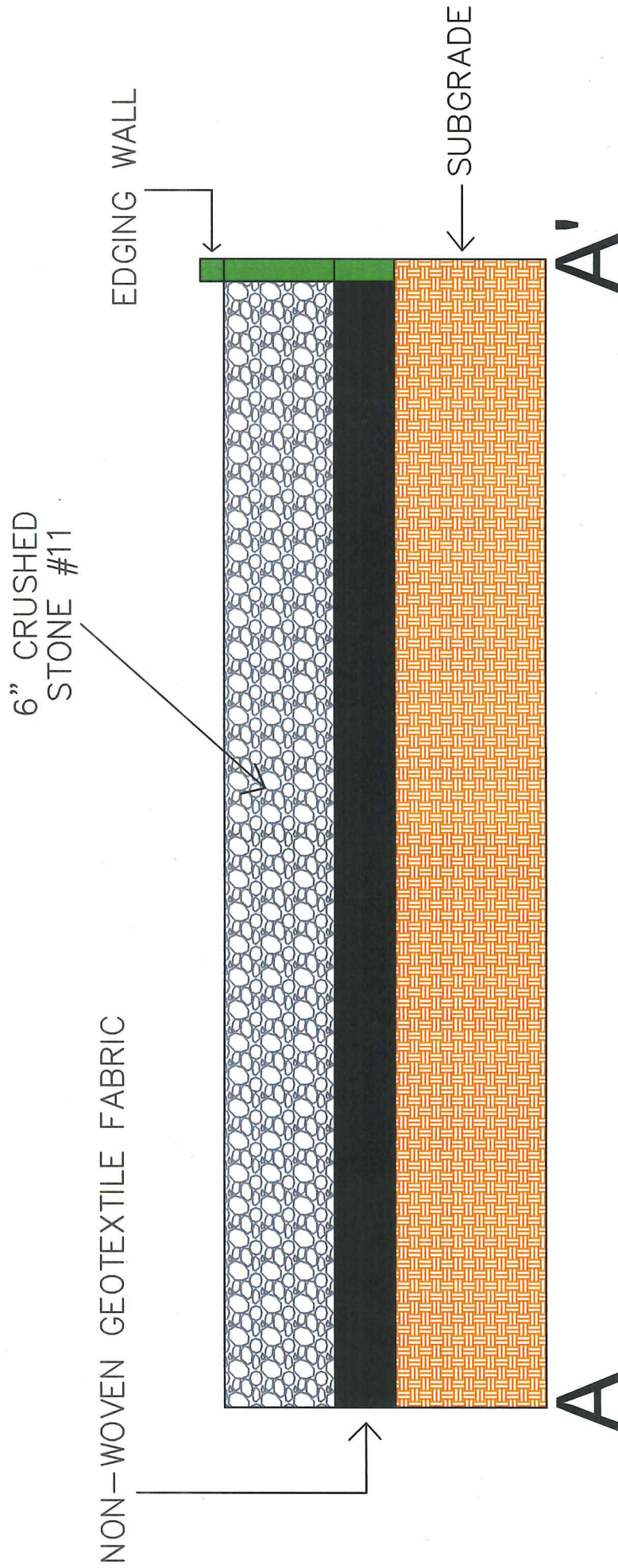
LEGEND	
	NEW SIDEWALK
	TAPERED SIDEWALK
	EDGING WALL
	CITY RIGHT-OF-WAY



CITY ENGINEER'S OFFICE
CIVIC CENTER COMPLEX RM. 321
1 N.W. MARTIN LUTHER KING JR. BLVD.
EVANSVILLE, IN 47708

CREATED BY: DOMINIC DELUCIO
DATE: 06/07/2019
SCALE: 1"=20'

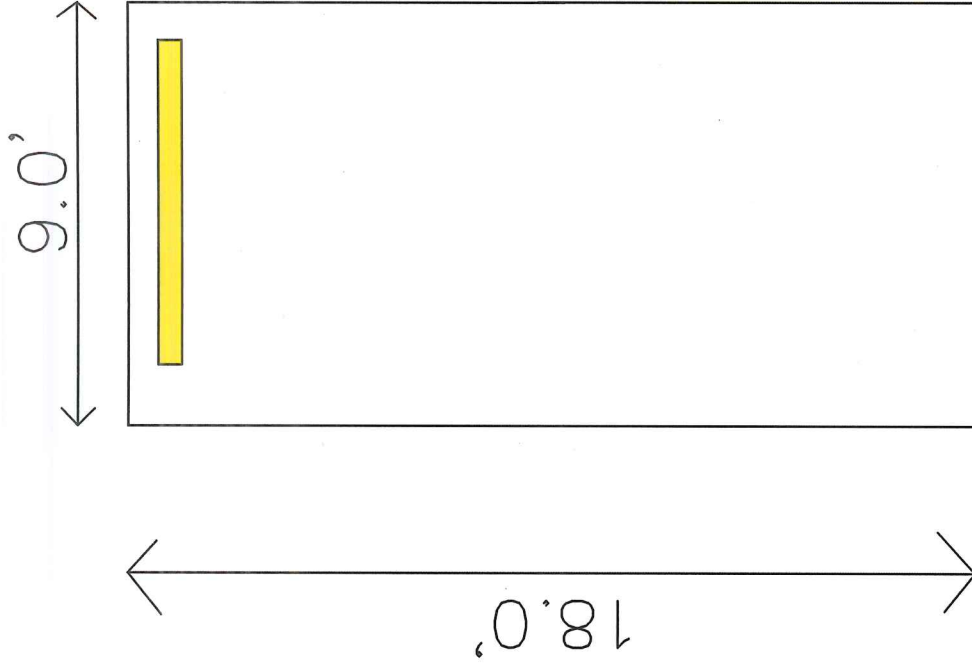
ADAMS AVE PARKING LOT
PROJECT LAYOUT
SHEET 3 OF 6



CITY ENGINEER'S OFFICE
 CIVIC CENTER COMPLEX RM. 321
 1 N.W. MARTIN LUTHER KING JR. BLVD.
 EVANSVILLE, IN 47708

CREATED BY: DOMINIC DELUCIO
 DATE: 06/07/2019
 SCALE: NOT TO SCALE

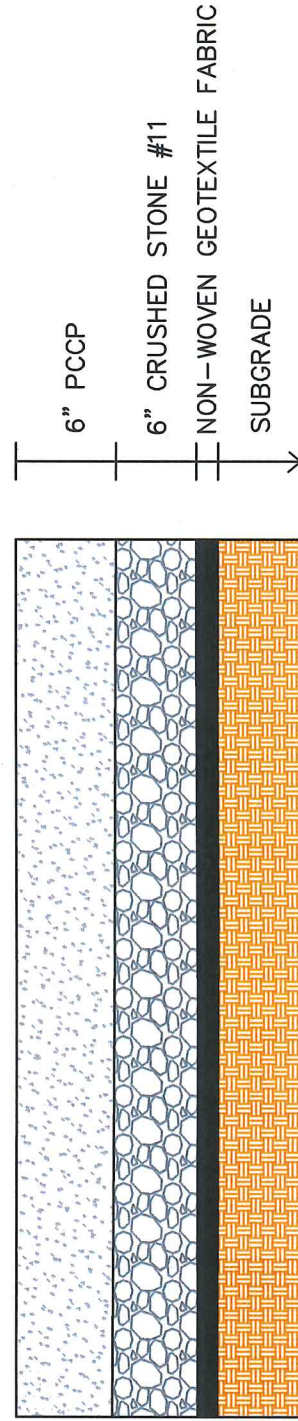
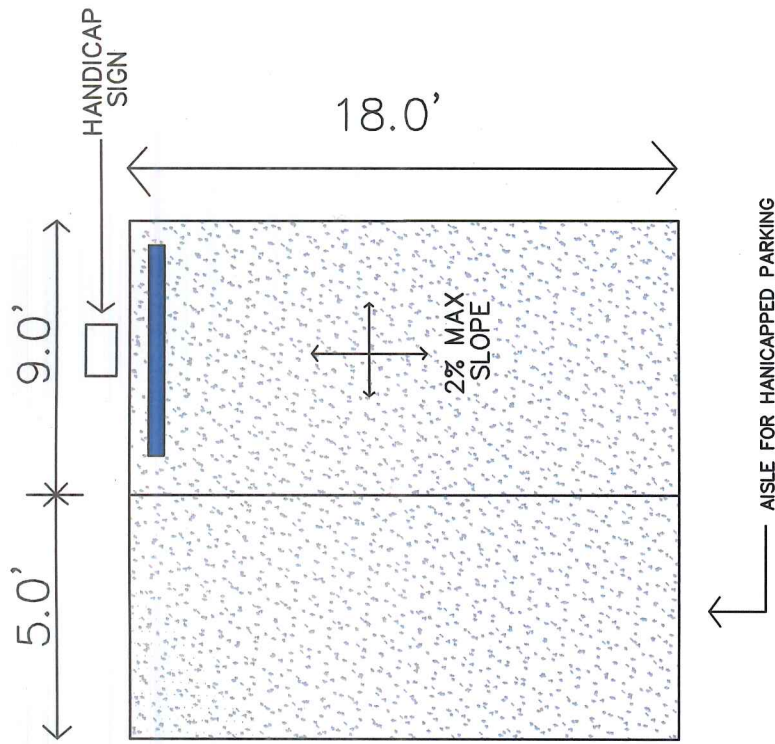
ADAMS AVE PARKING LOT
 CROSS-SECTION
 SHEET 4 OF 6



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DATE: 06/07/2019
SCALE: NOT TO SCALE

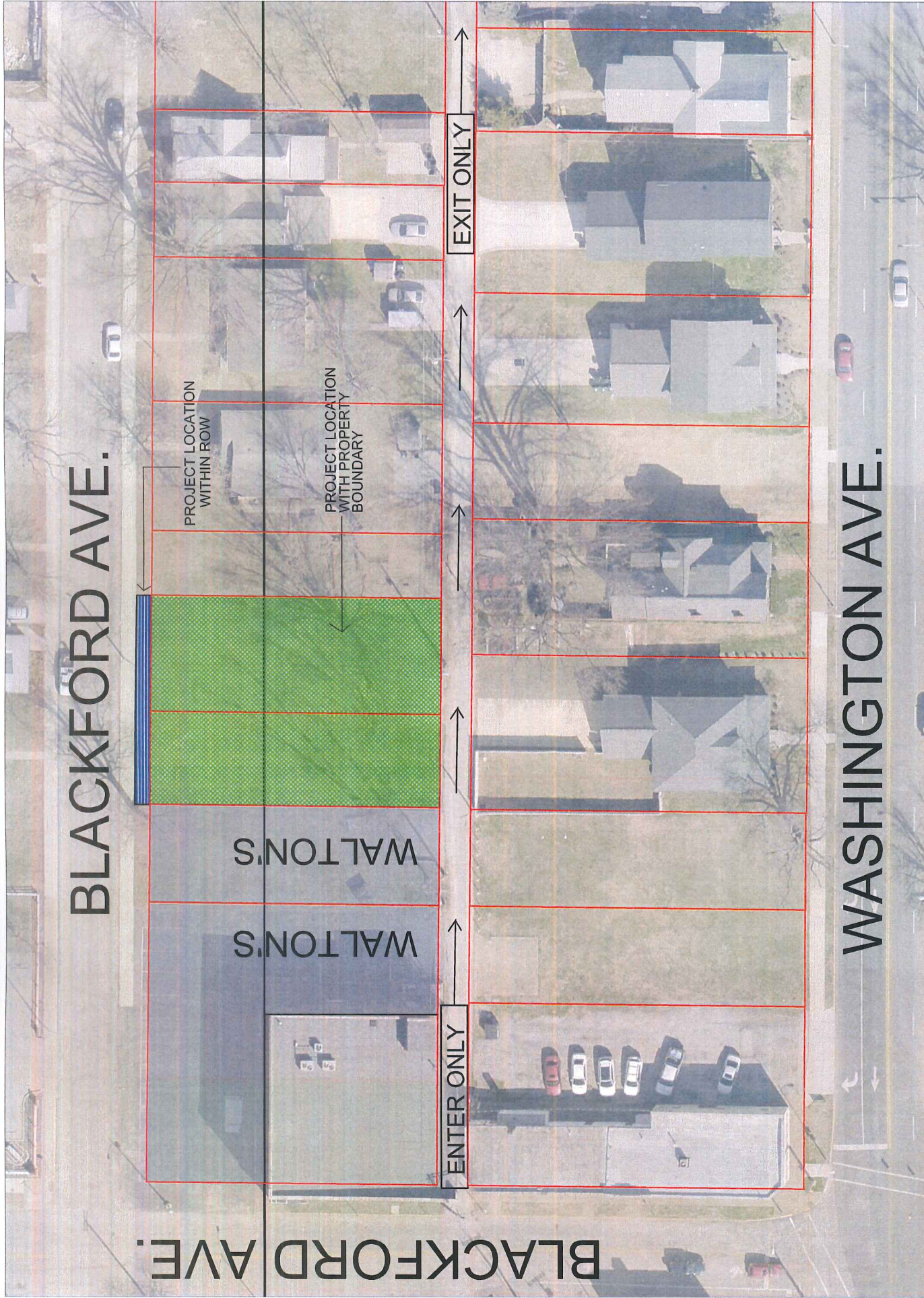
ADAMS AVE PARKING LOT
STANDARD PARKING SPOT
SHEET 5 OF 6



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SCALE: NOT TO SCALE

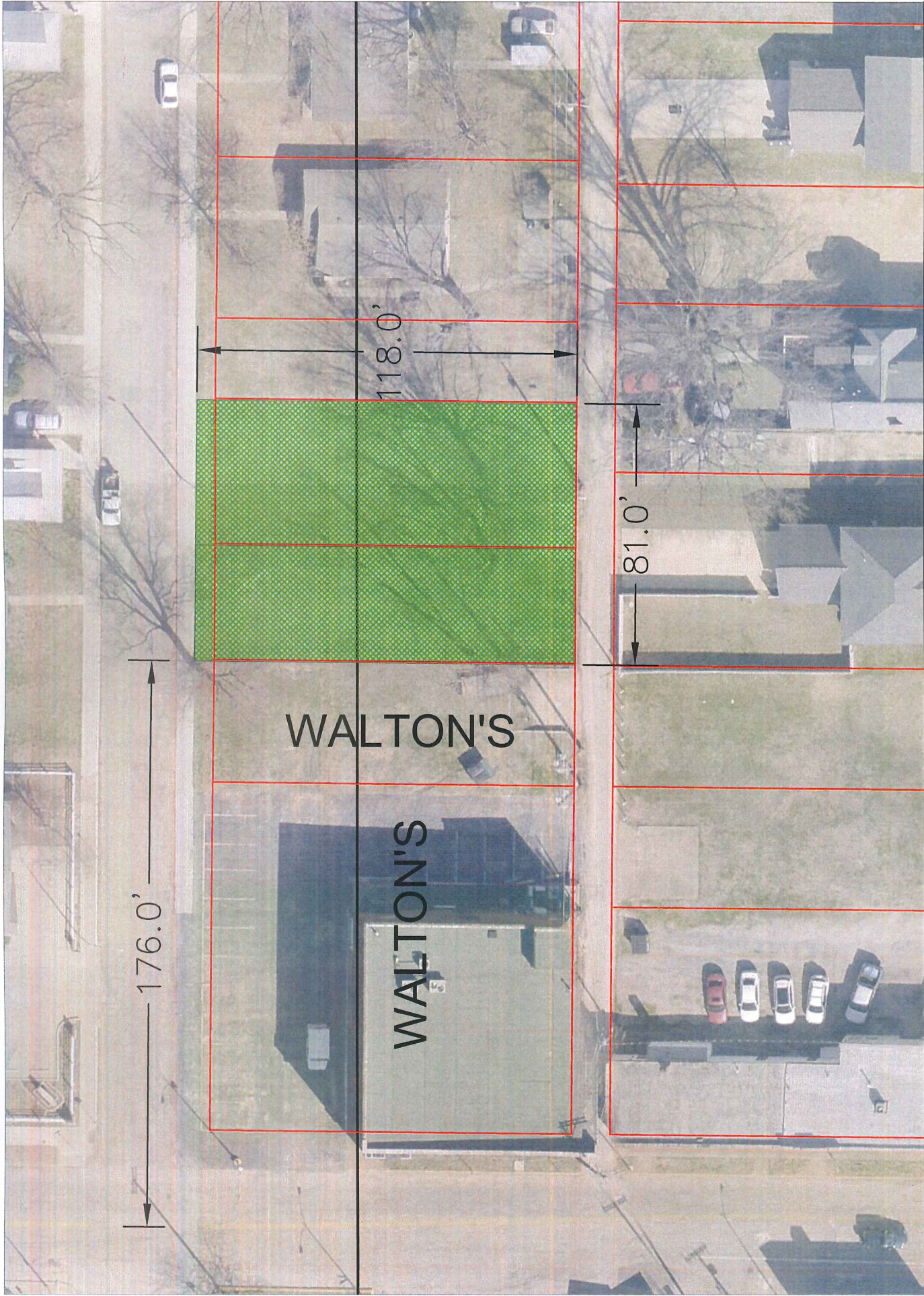
ADAMS AVE PARKING LOT
HANDICAP PARKING SPOT
SHEET 6 OF 6




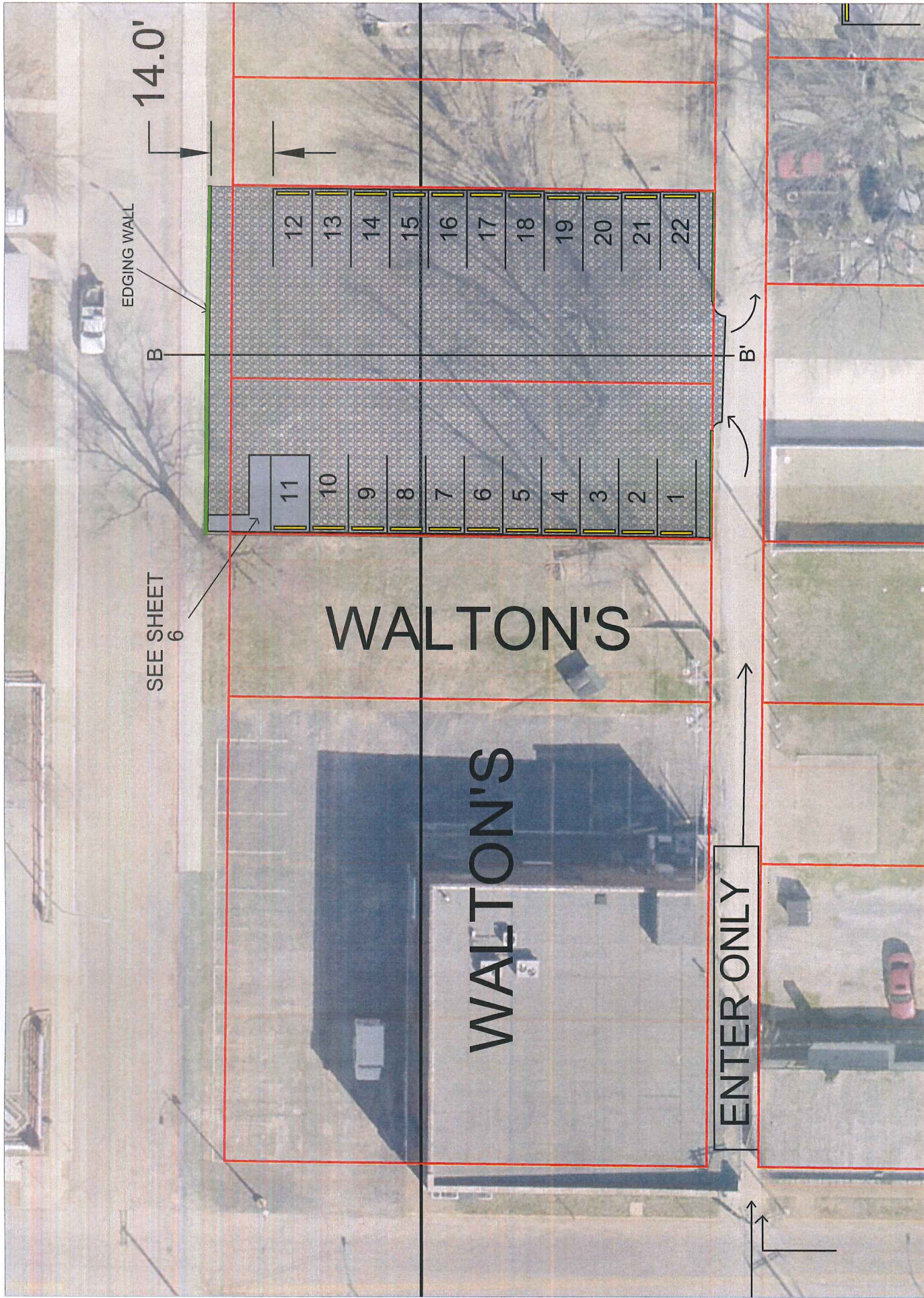
CITY ENGINEER'S OFFICE
CIVIC CENTER COMPLEX RM. 321
1 N.W. MARTIN LUTHER KING JR. BLVD.
EVANSVILLE, IN 47708


CREATED BY: DOMINIC DELUCIO
DATE: 06/26/2019
SCALE: 1"=50'

BLACKFORD AVE PARKING LOT
PROPERTY BOUNDARY
SHEET 1 OF 6



	<p>CITY ENGINEER'S OFFICE CIVIC CENTER COMPLEX RM. 321 1 N.W. MARTIN LUTHER KING JR. BLVD. EVANSVILLE, IN 47708</p>	<p>CREATED BY: DOMINIC DELUCIO DATE: 06/26/2019 SCALE: 1"=50'</p>	<p>BLACKFORD AVE PARKING LOT PROJECT DIMENSIONS SHEET 2 OF 6</p>
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	<p>CITY ENGINEER'S OFFICE CIVIC CENTER COMPLEX RM. 321 1 N.W. MARTIN LUTHER KING JR. BLVD. EVANSVILLE, IN 47708</p>	<p>CREATED BY: DOMINIC DELUCIO DATE: 06/26/2019 SCALE: 1"=50'</p>	<p>BLACKFORD AVE PARKING LOT LAYOUT SHEET 3 OF 6</p>
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EXISTING SIDEWALK
EDGING WALL

GRADE FOR
DRIVEWAY

6" CRUSHED STONE #11

NON-WOVEN GEOTEXTILE FABRIC

SUBGRADE

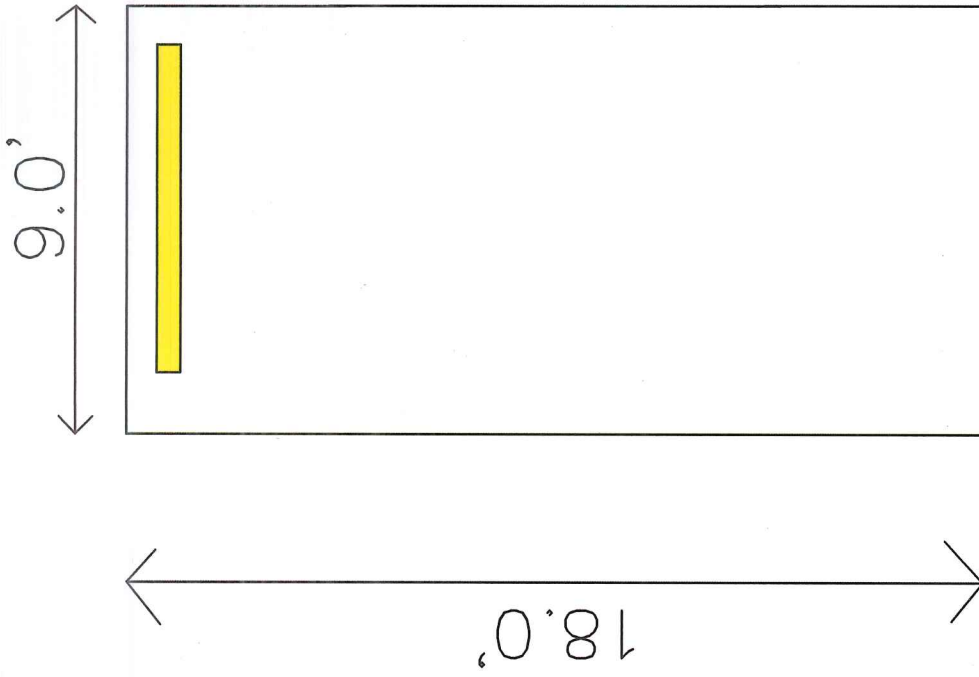
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B

CITY ENGINEER'S OFFICE
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CREATED BY: DOMINIC DELUCIO
DATE: 06/26/2019
SCALE: NOT TO SCALE

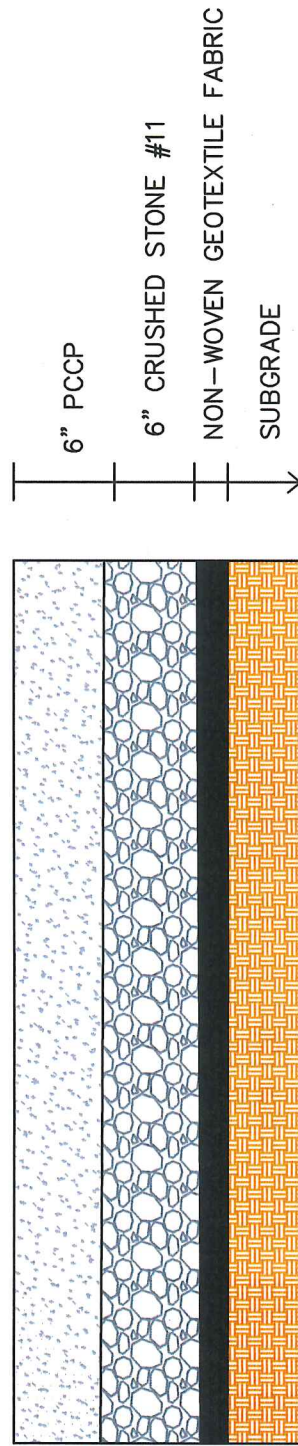
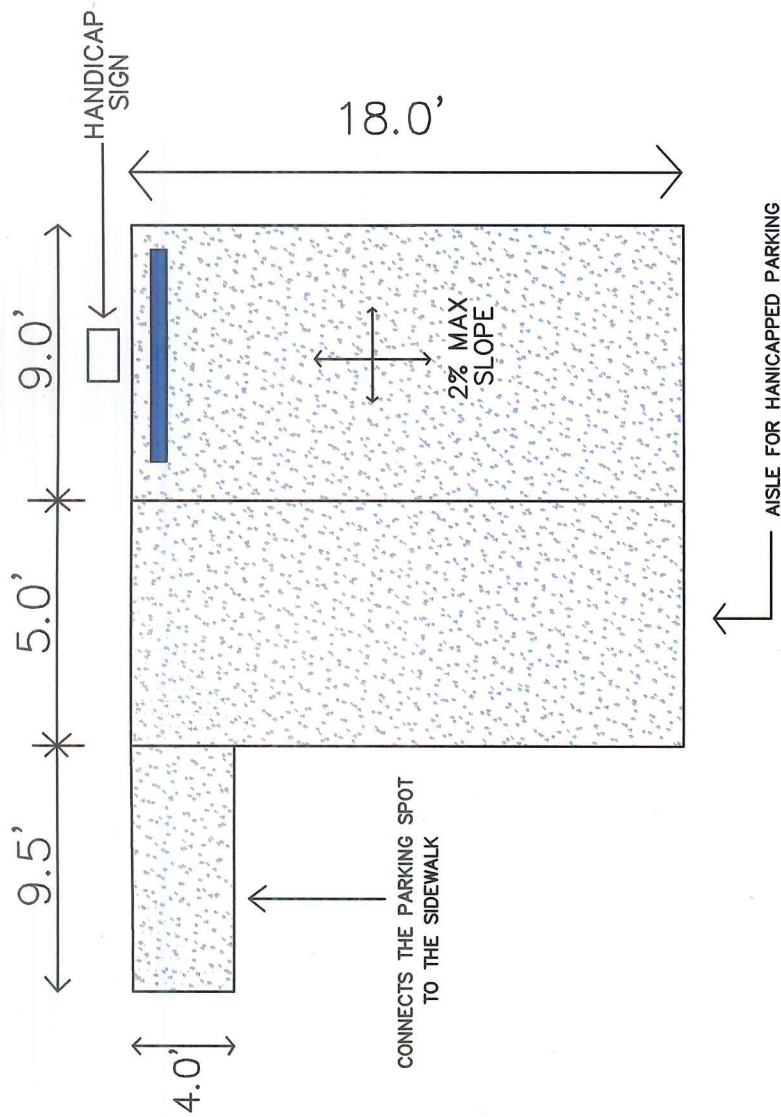
BLACKFORD AVE PARKING LOT
CROSS-SECTION B-B'
SHEET 4 OF 6



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DATE: 06/26/2019
SCALE: NOT TO SCALE

BLACKFORD AVE PARKING LOT
STANDARD PARKING SPOT
SHEET 5 OF 6



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BLACKFORD AVE PARKING LOT
STANDARD PARKING SPOT
SHEET 5 OF 6

Required Forms and Documents

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 Products & Completed: Not Less Than \$5,000,000

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 commerce 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.

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.

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: _____

**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 business 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. Bidders must allow M/WBE's no fewer than ten (10) business days to respond to bid notice;
2. Contract and/or follow-up with MBEs and WBEs interested in participation. Prime Contractors who are:
 - Challenged with sourcing MEB/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 MEBs 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 office, etc., that have knowledge of available MBE/WBEs or the means to locate such MEB/WBEs;
5. Evaluate for each bid package the extent of MBE/WBE participation by the apparent low bidder, whether the proposed entities have been appropriately certified as MBE/WBEs, whether the apparent low bidder achieved applicable goals for the Project and, if not, the extent of good faith efforts made by such bidder to encourage the utilization of MBE/WBEs and whether there are valid reasons for the bidder's inability to achieve the stated goals; and
6. Advise the City of Evansville awarding department/Board whether, in the Contract Compliance Officer's opinion, the apparent low bidder has achieved the stated MBE/WBE goals or demonstrated good faith efforts to achieve the goals and include this consideration in the overall recommendation as to whom the contract should be awarded.

CONSTRUCTION PHASE

Bidder Requirements:

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

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

3. Submit copies of executed M/WBE subcontracts, purchase orders, requisitions, etc. to the Contract Compliance Officer.

City/County ("Owner") Requirements:

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

1. Obtain any additional documentation deemed necessary to demonstrate the good faith efforts of each contractor to achieve and maximize MBE/WBE participation goal levels;
2. Verify all submitted documents that each MBE/WBE as listed by each contractor is appropriately certified as either an MBE or WBE entity;
3. Determine the scope of work assigned to each MBE/WBE;
4. Calculate the percentage of participation for each MBE/WBE. Only where an exact amount to be contracted to M/WBE cannot be determined, the Bidder must indicate the minimum dollar amount that will be paid to the M/WBE firm (on the Letter of Intent Form C);
5. Determine the percentage of completion of MBE/WBE scope of work to date;
6. Evaluate the impact of change orders on MBE/WBE utilization. M/WBE's work total dollar amount should be the same percentage in the Change Order, for the same work;
7. Periodically, and at the specific request of the Owner, conduct reviews to verify:
 - The progress of payments made to MBE/WBEs and
 - Method of accounting for MBE/WBE participation

NON-COMPLIANCE

1. Failure to demonstrate good faith efforts to achieve the goal may constitute grounds for rejection of the bid.
2. The Owner may withhold payment on the Contract until satisfactory corrective measures are completed.

3. Bidders are advised that any contractor who knowingly or intentionally misrepresents the amount to be subcontracted to the M/WBE is in breach of contract and may suffer penalties pursuant to Indiana Code.

Form A								
Participation Evaluation Worksheet								
Department / Name of Project:								
Work Type	Related to Bid Item No.	Work Description	Will Prime Contractor self-perform this Portion of the Work? Yes / No	Name of Contractor, Subcontractor, Leasing Agent, or Supplier Name	WBE/MBE Y/N	Date / Time of Contractor Reply	Project Percentage *	Project Selection Yes / No
<i>(Group Evaluations by Bid Item, Work Type, and Work Description for Reviewer Clarity. Use Additional Sheets if necessary)</i>								
						<i>(Use Additional Sheets if Necessary)</i>		

Work Type:

Bid Item No.:

Work Description:

Name:

Project Percentage:

Labor, Equipment, or Supply

See Contract Documents - For General Services, put N/A.

Work task being evaluated for project inclusion

Company Name Evaluated, including General Contractor

Quoted MBE/WBE Sub Amount / Total Bid Amount

Form to Be Submitted with the Bid

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

M/WBE-6



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

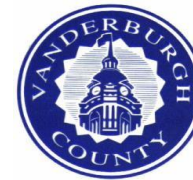
INSTRUCTIONS: All Letters of Intent are to be submitted by the Bidder with its Bid. A Letter of Intent is to be executed with all M/WBE Subcontractors and Suppliers listed by the Bidder on the Statement of Proposed M/WBE Utilization. Failure to submit this form with the Bid may result in the Bid being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



M/WBE UTILIZATION REPORT

(Submit With All Payment Requests)

(FORM D)



CONTRACTOR NAME:	_____	CONTRACT AMOUNT:	_____ - _____
CONTACT NAME:	_____	PAYMENT PERIOD:	_____ thru _____
CONTACT EMAIL:	_____	SUBCONTRACTORS:	_____
PROJECT NAME:	_____	SUPPLIERS:	_____
PURCHASE ORDER NO:	_____	AMOUNT PAID:	_____ - _____

PRIMARY CONTRACTOR		MBE (Y/N)	WBE (Y/N)	DESCRIPTION OF WORK	INVOICED THRU DATE	CONTRACTOR AMOUNT	AMOUNT PAID THIS PERIOD	AMOUNT PAID TO DATE	% PAID TO DATE
									0.0%
SUBCONTRACTORS / SUPPLIERS	*VEN (Y/N)	MBE (Y/N)	WBE (Y/N)	DESCRIPTION OF WORK	INVOICED THRU DATE	SUBCONTRACTOR AMOUNT	AMOUNT PAID THIS PERIOD	AMOUNT PAID TO DATE	% PAID TO DATE
									0.0%
									0.0%
									0.0%
									0.0%
									0.0%
									0.0%
									0.0%
									0.0%
									0.0%
									0.0%

Does the Contractor believe it will not achieve the stated participation goals? (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 owner, or its designees, may verify any of the information provided.

Verified By: _____

Name (Printed): _____

* All Subcontractors / Suppliers must register as a Vendor with the City of Evansville.

TOTALS - - - 0.0%

M/WBE PARTICIPATION (based on Labor Costs)

	Subcontract Amount	% of Contract	Amount Paid this Period	Amount Paid to Date	% Paid of Contract
MBE	-	0.0%	-	-	0.0%
WBE	-	0.0%	-	-	0.0%
Totals:	-	0.0%	-	-	0.0%

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 AND LICENSE

1. GENERAL

This section outlines the requirements for required random drug testing programs and contractor's licenses as provided for in Chapter 5.60 in Title 5 of the City of Evansville Municipal Code.

2. RANDOM DRUG TESTING PLAN REQUIREMENTS

The Random Drug Testing Plan shall meet the following minimum requirements:

1. The contractor shall maintain a random drug testing program, and the program shall be reduced to writing;
2. 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;
3. All employees of the contractor (working at, inspecting, or visiting the project site) 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; and
4. 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:
 - (a) 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;
 - (b) 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;
 - (c) 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; and
 - (d) any subsequent positive test shall be treated the same as a third positive test.

At the discretion of the employer, the discipline issued above may include more severe discipline including, but not limited to, dismissal of the employee.

3. LICENSE REQUIREMENT

Each contractor submitting a bid or quote on a public work project to be awarded by a board, commission or agency of the City of Evansville and every subcontractor to be used on the project, shall be properly licensed to do the work by the Evansville-Vanderburgh County Building Commission Office at the time the bid or quote is opened. Any bid or quote by a contractor not so licensed or indicating the use of a subcontractor not so licensed, shall be rejected as non-responsive to the bid or quote request, or the bidder or quoter shall be determined to be a non-responsible bidder or quoter. It shall be the bidder's or quoter's responsibility to check with the Office of the Building Commissioner to make sure it has all necessary licenses to undertake the work called for in the bid or quote.

4. SUBMITTAL

Contractor shall submit a copy of the written random drug testing plan for the contractor and any proposed subcontractor(s) *with the bid*:

5. PENALTY

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 the City Ordinance 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.

6. APPLICABILITY OF DRUG TESTING REQUIREMENT

This section shall be applicable only to construction contracts where the cost of the contract is more than Ten Thousand Dollars.

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.

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: _____