

Notice to Bidders City of Evansville, Indiana

The Evansville Redevelopment Commission will receive sealed bids for the "North Main Street Bollards – Evansville, Indiana" 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 8:00 A.M. CST, on June 18, 2024. All bids will be opened and read aloud on June 18, 2024, during the scheduled Redevelopment Commission meeting beginning at 8:30 A.M. CST in Room 301, Civic Center. Any bids received after the designated time, for any reason, will be returned unopened. All interested contractors, manufacturers and suppliers are encouraged to attend. Award is planned to be made at a public meeting of the Evansville Redevelopment Commission on July 2, 2024. In accordance with the "Americans with Disabilities Act", persons with disabilities requiring assistance and/or accommodation related to the accessibility to documents and participation are encouraged to contact the Department of Metropolitan Development at (812) 436-7823. Requests for additional auxiliary aides and services are requested to be submitted not later than 10 days prior to the meeting, though we will make every effort to accommodate late requests.

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

"North Main Street Bollards - Evansville, Indiana"

The Evansville Redevelopment Commission and the Department of Metropolitan Development reserve 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 sixty (60) 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.

The Scope of Work and all required bidding documents and contract documents may be examined at the Department of Metropolitan Development, Room 306 of the Civic Center Complex, Evansville, IN 47708 or can be found electronically at the Department of Metropolitan Development's website:

www.evansvillegov.org/bidding

Critical Times and Dates:

Issued for Bid: May 21, 2024

Last Day for Bid Questions: June 17, 2024

BID DUE DATE: June 18, 2024 - 8:00 a.m. CST - Room 306 Civic Center

For questions regarding the project or the bid documents, contact Adam Rice by email arice@evansville.in.gov

This Work will be funded by the City of Evansville. The City of Evansville is committed to achieving significant utilization of Minority and Women Business Enterprises (M/WBE) in the community's purchasing efforts. Goals have been established to provide an atmosphere of equal opportunity for all vendors to participate in procurement opportunities including the purchasing of products, services, and contracts. (See City of Evansville Municipal Code 3.90.110-180)

Department of Metropolitan Development
Kolbi Jackson, Executive Director

INSTRUCTIONS TO BIDDERS

Owner: City of Evansville, Redevelopment Commission
Department of Metropolitan Development
Civic Center Complex - Room 306
1 N.W. Martin Luther King, Jr. Blvd.
Evansville, IN 47708

Project Name: North Main Street Bollards - Evansville, Indiana

Owner's Representative: Adam Rice, arice@evansville.in.gov

Bid Due Date: June 18, 2024 - 8:00 a.m. CST

GENERAL

The Redevelopment Commission is seeking a licensed Contractor to perform the Scope of Work detailed below.

Submission of a Bid shall constitute an unconditional agreement and acknowledgement the Bidder to be bound by all terms and conditions set forth herein and in any of the documents assembled or referred.

By submitting a Bid, the Bidder agrees the bid proposal and prices(s) contained herein shall be valid for sixty (60) days from the bid opening.

Instructions and requirements printed on any sample form included or any form not so included but required to be completed, signed or furnished by a Bidder as part of a Bid Submission or after receipt and opening of Bids shall be deemed requirements established by these Instructions to Bidders to the same extent as if fully restated herein.

Bidder shall be licensed in Vanderburgh County to perform the Scope of Work.

CLARIFICATIONS AND ADDENDA

If a Bidder finds conflicts, errors, discrepancies or ambiguities in the Contract Documents or any sample form, or if the Bidder is in doubt as to the intended meaning of any portion or provision therein, the Bidder shall at once give written notice thereof to the Owner's Representative, at least three (3) consecutive calendar days prior to the Bid Date. No Bidder shall be allowed any extra compensation or time extension by reason of any conflict, error, discrepancy or ambiguity of which the Bidder had actual knowledge or reasonably should have known and which he/she failed to report within the period and in the manner required by these Instructions To Bidders.

All questions must be submitted by email to Adam Rice at arice@evansville.in.gov no later than 3:00 pm on June 17, 2024.

Any material changes to the Bid will posted online at www.evansvillegov.org/bidding not less than three (3) days prior to the Bid Date. All such Addenda must be acknowledged by the Bidder and will become a part of the Contract Documents. The Owner will not be responsible for or

bound by any oral or written interpretations or clarifications of the Contract Documents which anyone presumes to make on its behalf, except by an Addendum issued in accordance with this Section.

BID SUBMISSION

All Bid Documents shall be placed within a sealed envelope which shall be plainly labeled on the outside with the name and address of the Bidder along with the Project name and Due Date.

If forwarded by mail, the sealed envelope must be enclosed in another envelope addressed to:

Department of Metropolitan Development, Room 306 Civic Center Complex, 1 NW MLK Jr Boulevard, Evansville, IN 47708

Attention: Adam Rice, Regarding North Main Street Bollards

All Bid Documents as herein prescribed must be submitted with and as integral parts of each Bid Submission and shall be subject to all requirements of the Bid Documents, including drawings and these Instructions To Bidders. Bid Documents must be properly filled in and completed in every material respect and without interlineations, excisions, special conditions, qualifications or exceptions. Each Bid Document requiring a signature shall be signed by an individual duly authorized to execute such document on Bidder's behalf. A bid executed by a corporation, joint venture, or other entity with an assumed name shall have the legal and correct name thereof followed by the word "by" and the signature and title of the officer or other person authorized to sign for it.

The Bid Documents to be thus submitted by each Bidder shall consist of all of the following:

- "Part 1 - Bidder's Itemized Proposal and Bid Sheet (B-1)"
- "Part 2 - Bidder Information (B-2)"
- "Part 3 - Non-Collusion Affidavit (NC-1)"
- "Part 4 - Drug Testing Policy (to be submitted by Contractor)"
- "Part 5 - Minority and Women Business Enterprise Program"
- "Part 6 - Equal Employment Opportunity (EEO-1)"
- "Part 7 - Certifications of Nonsegregated Facilities (NSF-1)"
- "Part 8 - 5% Bid Bond

Bid Security in the form of a Bid Bond or Certified Check in an amount not less than five percent (5%) of the bid price. No cash or personal checks accepted. Such Bid Security shall serve as security to ensure the execution of the Contract and the furnishing of other required documents by the successful Bidder. A Bid Bond shall be executed by a surety company licensed to transact such business in the State of Indiana and qualified as a surety under the underwriting limitations on the current list of "Surety Companies Acceptable on Federal Bonds," as published in the U.S. Treasury Department Circular No. 570; the Bidder shall also furnish as part of the Bid Submission a signed power of attorney establishing the authority of the person executing such Bid Bond on behalf of the surety. Bid Security shall be held until the Contract is executed with the successful

Bidder. In the event that all bids are rejected, the Bid Security of all Bidders will be returned upon request. No "Annual" bid bonds, cash deposits or cashiers' checks will be accepted.

Bids may be withdrawn in person by a Bidder during normal hours of business prior to the time fixed for opening of Bids. In the event of a valid withdrawal of a Bid, the Bid Security of the withdrawing Bidder will be returned promptly. No Bid may be withdrawn after opening of Bids has commenced except after expiration of such period following the Bid Date as specifically provided by law, plus any extension thereof as provided elsewhere in these Instructions To Bidders. Bidder's failure to provide all completed documentation as required herein may result in Bid being deemed non-responsive.

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

TAX EXEMPT STATUS - Do not include taxes in bid figures. The City and County are exempt from sales tax. An exemption certificate will be provided upon request.

BID EVALUATION AND AWARD

Award of the Contract will be made to the lowest, responsive and responsible Bidder, where the Bid is reasonable and does not exceed the funds available for the project. The Owner reserves the right to reject all Bids and may waive or allow a Bidder to correct errors, omissions or other irregularities in Bid Documents that are found not to have afforded the Bidder a substantial competitive advantage over other Bidders.

POST-BID REQUIREMENTS:

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

CERTIFICATE OF INSURANCE

Contractor shall maintain limits as set forth in the Draft Contract which includes General Liability insurance coverage in the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate; public liability insurance for bodily injury insurance coverage in the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate; and workers' compensation insurance as required by Indiana law. Certificate of Insurance and workers' compensation insurance policies shall be on file with Owner before Notice to Proceed is given.

E-VERIFY DOCUMENTATION

The Bidder shall submit verification that it is enrolled in and participating in the E-Verify program.

END OF INSTRUCTIONS TO BIDDERS ###

Scope of Work

North Main Street Bollards - Evansville, Indiana

Forty-nine illuminated bollards were installed along North Main Street between Division Street and Morgan Avenue as part of the Jacobsville Complete Streets project in 2017-2018. Since that time, these bollards have experienced ongoing vandalism. The City of Evansville Department of Metropolitan Development seeks bids from a qualified contractor to disconnect the electrical services to these bollards, remove the current acrylic lenses, and cap the bollards with new metal plates.

The city wishes to leave the existing wiring in place to the largest extent possible such that the bollards could potentially be replaced with alternate fixtures in the future. To that end, the contractor shall remove the wiring only from the breakers to the contacts within the lighting control panel for each circuit at each location. In the lighting control panel, contractor shall take the load side wires off, wire nut individually, and tag and label each "disconnected" with the current date. Within the panel, change the bussing, and label each affected breaker as "spare" and date the change on the index.

The city has purchased new metal cap plate assemblies for the 49 bollards and will supply to contractor. The contractor shall remove the existing white acrylic lenses from the bollards using the tool provided, strip the old gasket off the metal bollard, and install new gasket and metal cap plate with the screws provided. Some acrylic lenses are already missing due to vandalism. At these locations, remove any remaining acrylic and gasket. The existing LED lights and wiring within the bollards shall remain unaltered. New metal caps can be installed without conflict with internal elements.

Electrical panel locations:

The 49 bollards are serviced from three electrical service panels located along North Main Street. These panels also feed traffic lights along North Main Street – do not interrupt service to the traffic lights.



Panel 1 is located at 401 N Main Street, northeast corner of Main and Michigan, at the north edge of the parking lot.

- Based on record plans, the bollards are circuits 2, 4, 6, and 8. Verify before disconnecting.

North Main Street Bollards - Evansville, Indiana



Panel 2 is located at 800 N Main St (DaVita Dialysis), northwest corner of Main and Columbia, at the south edge of the parking lot along the sidewalk.

- Based on record plans, the bollards are circuits 2 and 4. Verify before disconnecting.

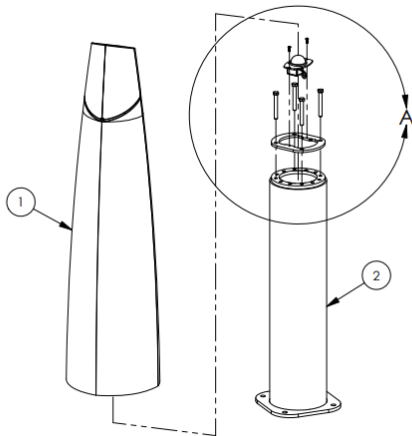


Panel 3 is located at 1200 N Main St, northwest corner of Main and Louisiana Street, along the sidewalk.

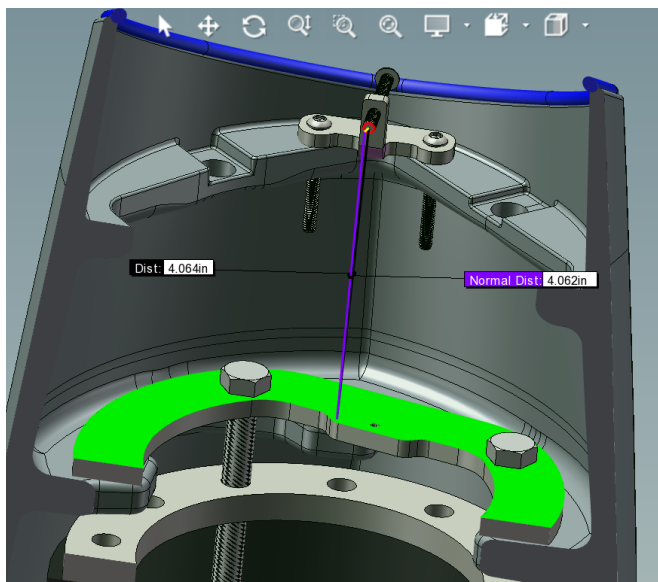
- Based on record plans, the bollards are circuits 2, 4, and 6. Verify before disconnecting.

North Main Street Bollards - Evansville, Indiana

Diagrams of bollards from manufacturer:



1) bollard sleeve and acrylic lens, 2) internal post, A) lighting assembly and connector ring (below).



3D model of assembled bollard showing plate cap screw (red) and location of LED light (green). Light not shown for clarity.

BIDDER'S ITEMIZED PROPOSAL
City of Evansville, Vanderburgh County

Instructions To Bidders:

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

Project: **North Main Street Bollards – Evansville, IN**

Date: _____

To: City of Evansville, Department of Metropolitan Development
Civic Center Complex Room 306
1 N.W. Martin Luther King, Jr. Blvd., Evansville, IN 47708

BID SHEET

[PLEASE MAKE THIS PAGE 1 OF YOUR SUBMISSION]

1. **North Main Street Bollards - Evansville, Indiana**

\$ _____

Written:

2. **Addendum No.1 - 28 E. Iowa Street Parking Lot Light Repair**

\$ _____

Written:

3. **Addendum No.2 - 9 Washington Avenue Parking Lot Light Repair**

\$ _____

Written:

ADD ANY ADDITIONAL INFORMATION HERE

BIDDER INFORMATION

(Print)

1.1 Bidder Name: _____

1.2 Bidder Address: Street Address: _____

City: _____ State: _____ Zip: _____

Phone #: () _____ Fax #: () _____

1.3 Bidder is a/an [mark one]:

Individual Partnership Indiana Corporation

Foreign (Out of State) Corporation

Joint Venture

MBE WBE VBE

Other: _____

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

1.4.1 Corporation Name:

1.4.2 Address:

1.4.3 Date registered with State of Indiana:

1.4.4 Indiana Registered Agent:

1.4.4.1 Name:

1.4.4.2 Address:

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 3.95.020-030 of the City of Evansville Municipal Code.

2. RANDOM DRUG TESTING PLAN REQUIREMENTS (Contracts over \$10,000)

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.

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.



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

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: _____

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.

CONTRACT FOR NORTH MAIN STREET BOLLARDS

This Agreement, made and entered into this ____ day of _____, 2024 at Evansville, Indiana, by and between the City of Evansville, Indiana, acting by and through its REDEVELOPMENT COMMISSION, hereinafter designated as the "COMMISSION", and _____ hereinafter designated as the "CONTRACTOR."

WITNESSETH:

Scope of Work

Pursuant to and in accordance with the direction of the COMMISSION, CONTRACTOR hereby agrees to furnish all labor, supervision, materials, temporary structures, scaffolding, equipment, tools, and appliances of any sort to perform the work necessary to update bollards at the North Main Street Streetscape in the Jacobsville Redevelopment Area located between Division Street and Morgan Avenue along North Main Street more particularly described in the Bid Documents as follows:

See Attached SCOPE OF WORK

(hereafter referred to as "Work"). The COMMISSION will supply 49 new metal cap plate assemblies which consists of gaskets, screws, caps, and a manufacturer supplied tool. Any other materials needed to complete the project shall be the responsibility of the CONTRACTOR.

Amount

The COMMISSION agrees to pay CONTRACT a fixed sum of _____ Dollars (\$0.00) ("Contract Price"). The Contract Price is inclusive of any federal, state, municipal or other sales, use, property, and gross receipts taxes with respect to the material, equipment or services furnished herein. Form ST-105 General Sales Tax Exemption Certificate can be provided upon request.

Term

The Contractor agrees to complete the Work by August 31, 2024, unless otherwise directed by the Commission.

Cooperation

The CONTRACTOR shall perform its Work so that there shall be no interference with other work which may be in progress by the COMMISSION, other Contractors, or Subcontractors, and shall minimize any interference with other tenants or third parties located along North Main Street.

Payment

The COMMISSION, acting for and on behalf of the City of Evansville, Indiana, agrees to pay all sums due CONTRACTOR in the normal course upon receipt of an itemized bill with **dates of service** for the

work and **description of the work performed**. COMMISSION may withhold payment for Work done to the extent of protecting itself against loss on account of:

1. Defective Work not remedied within a reasonable time after notice from Commission;
2. Claims filed or reasonable evidence indicating probable filing of claims by any third persons against COMMISSION for which the CONTRACTOR is responsible under this Agreement;
3. Default in respect any provision(s) of this Agreement.

When the above grounds are removed, payments shall be made of any amounts withheld because of them.

Independent Contractor

Nothing in this Agreement shall be construed to create an agency relationship between the COMMISSION and CONTRACTOR, and CONTRACTOR shall remain an independent contractor operating independently of the COMMISSION's authority. This Agreement shall not establish an exclusive relationship between the parties and the COMMISSION may use the services of any other contractor for any other updates or repairs during the term of this Agreement.

Insurance

Before entering into any Work hereunder, the CONTRACTOR undertakes and agrees to furnish the COMMISSION with a Certificate of Insurance evidencing the ownership of Workmen's Compensation Insurance covering all liability which may accrue by reason of the Indiana Workmen's Compensation Act. The coverage shall be in an insurance company licensed to do business in the State of Indiana and which meets with the approval of the COMMISSION. CONTRACTOR shall also provide evidence of the ownership of insurance with limits as shown below:

Workers Compensation

- Statutory limits for workers compensation
- Employers liability limits of \$500,000 bodily injury by accident each accident, \$500,000 bodily injury by disease policy limits and \$500,000 bodily injury by disease each employee.

General Liability

- General Aggregate \$2,000,000
- Products/Completed Operations Aggregate \$1,000,000
- Personal Injury and Advertising Injury \$1,000,000
- Each Occurrence Limit \$1,000,000
- Fire Damage (any one fire) \$ 300,000
- Medical Expense (any one person) \$1,000,000

Coverage provided by this policy or policies shall include: Contractual Coverage and Broad Form Property Damage.

Automobile

- Coverage for owned, non-owned and hired vehicles with minimum liability limits of: \$1,000,000 per accident on account of bodily injury to or death and for all damages arising out of an injury to or destruction of property, whether real, personal or mixed; and \$1,000,000 limits for uninsured and underinsured coverage.

Indemnity

CONTRACTOR agrees to INDEMNIFY AND HOLD HARMLESS the City of Evansville and its officials, employees, agents and representatives, including the Evansville Redevelopment Commission, from and against any and all claims, losses, costs and expenses (including attorneys' fees) of whatsoever kind or nature, whether arising before or after completion of the Work hereunder, in any manner directly or indirectly resulting, in whole or in part, from or in connection with the performance of the Work under this Agreement. The CONTRACTORS aforesaid indemnity and hold harmless obligations shall apply even in the event of the fault or negligence, whether active or passive, of the parties indemnified or held harmless hereunder to the fullest extent permitted by law, but in no event shall such obligations apply to liability caused by the willful misconduct or sole negligence of the party, or combined negligence of the parties equating to sole negligence of the parties, indemnified or held harmless hereunder.

In any and all claims against the parties indemnified or held harmless hereunder by any employee of the CONTRACTOR, or anyone acting under its direction or control or on its behalf, the aforesaid indemnity and hold harmless obligations shall not be limited in any way by any limitation of the amount or type or damages, compensation or benefits payable under any workmen's compensation acts, disability benefit acts or other employee benefit acts.

Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the state of Indiana. In the event of any litigation between the parties hereto concerning this Agreement or any matters related thereto, such action shall be brought in state court in Vanderburgh County, Indiana.

Notice

Any notices given by either party to this Agreement to the other shall be provided by sending written notice by first class mail as follows:

IF TO THE COMMISSION: Evansville Redevelopment Commission
Room 306 Civic Center Complex
1 N.W. Martin Luther King, Jr. Blvd.
Evansville, Indiana 47708

IF TO CONTRACTOR: XYZ, Inc.
7770 Street
XYZ, IN

Compliance With State and Other Laws

CONTRACTOR expressly agrees to comply with all Federal, State, County, municipal and industrial (ASME, ANSI, AS, ASIC, etc.) laws, codes, regulations, ordinances and rules bearing upon the Work and the conditions under which it is to be performed, including but not limited to all requirements of the Occupational Safety and Health Act of 1970, as amended from time to time.

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. PLEASE SEE: <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> For Instructions And Electronic Registration For E-Verify. Contractor shall execute the Affidavit attached hereto as Exhibit A in compliance with this Section.

Fees, Permits, Licenses and Bonds

The CONTRACTOR will be responsible for all fees or permits, licenses and bonds as required by Municipal, State and Federal ordinance, regulations, codes and laws before commencing the Work.

Change Orders

COMMISSION may make changes, additions or alterations to the Work to be accomplished under this Agreement by a written notice to the CONTRACTOR. If the exercise of such rights by COMMISSION causes an increase or decrease in the Contract Price or in the time to perform the Work, any addition to or deduction from the price or the time to perform the Work shall be as mutually agreed by the parties.

Clean Up

The CONTRACTOR shall at all times keep the Work area free from accumulations of waste or excess material caused by the Work, and shall at the completion of the Work cleanup its own Work, remove all of its equipment, and all excess material. Should at any time during the course of construction, the COMMISSION order a general cleanup, the CONTRACTOR shall comply at no additional cost to COMMISSION.

Warranty

CONTRACTOR warrants to COMMISSION that the Work performed and the material furnished under this Agreement shall be new, free from defects in design, workmanship and materials, and in strict conformance with the requirements of this Agreement in all respects. CONTRACTOR shall not be held liable for events of vandalism and routine maintenance after installation.

In the event any Work fails to conform to this warranty within Twelve (12) months following COMMISSION's final acceptance of the work, the CONTRACTOR shall correct such nonconformity, and all Work, materials and equipment damaged thereby, at its own expense. In addition, the CONTRACTOR shall indemnify and hold harmless COMMISSION from any injuries to or death of persons or damage to property arising from the failure of the Work to conform to the foregoing warranty. If the CONTRACTOR fails to proceed with reasonable promptness to take corrective action, COMMISSION shall have the right to cause such necessary corrective work to be accomplished and the CONTRACTOR agrees to reimburse COMMISSION for all costs incurred.

Any correction shall be re-warranted for a period of twelve months (12) from the date of the completion of the correction or for the period stated above, whichever expires later.

Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto. CONTRACTOR shall not assign its interest in this Agreement without the written consent of the COMMISSION.

Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Indiana.

Previous Agreements

This Agreement is the sole agreement between COMMISSION and the CONTRACTOR for the Work described herein. Any and all previous agreements, proposals, clarifications, or understandings, verbal or written are abrogated by this Agreement. No changes, modifications or amendments of any of the provisions of this Agreement shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

Attorneys Fees

In the event COMMISSION institutes any legal proceedings hereunder against the CONTRACTOR based on any act or omission by CONTRACTOR under this Agreement, the CONTRACTOR shall pay all attorneys fees, expenses and court costs incurred by the COMMISSION if the COMMISSION prevails in such proceeding.

Miscellaneous

As used in this Agreement, the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words and pronouns of any gender shall mean to include any other gender. All headings set forth herein are included for the convenience of reference only and shall not affect the interpretation hereof, nor shall any weight or value be given to the relative position of any part of provision hereof in relation to any other provision in determining such construction. In the event that any of the provisions of this Agreement shall be held by a court ore other tribunal of competent

jurisdiction to be unenforceable, such provision shall be enforced to the fullest extent permissible and the remaining portion of this Agreement shall remain in full force and effect.

Nondiscrimination

CONTRACTOR shall not discriminate against any person in its hiring or employment practices due to Race, Color, Religion, National Origin, Sex, Age or Physical or Mental Handicap that does not impede that person's ability to perform the work. A violation of this provision shall be deemed a material violation of this Agreement and shall be considered an event of default.

Termination

COMMISSION may, by written notice to the CONTRACTOR, terminate this Agreement, in whole or in part, at any time, for COMMISSION's convenience. Upon any such termination, the CONTRACTOR shall forthwith discontinue all work and the incurring of any additional expenses relating to this Agreement, except as may be directed by COMMISSION in the termination notice. Upon any such termination, COMMISSION shall pay the CONTRACTOR reasonable and proper termination charges. In no event will COMMISSION be responsible for payment of damages including loss of anticipated profits.

COMMISSION may, by written notice to the CONTRACTOR, terminate this Agreement, in whole or in part, in anyone of the following circumstances:

- (a) Insolvency of the CONTRACTOR, the filing of a voluntary petition in bankruptcy by the CONTRACTOR, the filing of any involuntary petition to have the CONTRACTOR declared bankrupt, the appointment of a Receiver or Trustee for the CONTRACTOR or the execution by the CONTRACTOR of an assignment for the benefit of creditors;
- (b) Failure of the CONTRACTOR to make progress so as to endanger the performance of this Agreement or failure of the CONTRACTOR to timely complete the Work scope in accordance with the requirements;
- (c) Failure of the CONTRACTOR to perform any of the other provisions of this Agreement in accordance with its terms.

In the event of such termination, COMMISSION may take over the Work and prosecute the same to completion by any means COMMISSION may deem expedient. The CONTRACTOR shall not be entitled to receive any further payment until the entire Work is completed. The CONTRACTOR shall be liable to COMMISSION for any damages, losses and expenses, including but not limited to the excess cost to complete the Work, incurred as a result of such termination.

In addition to COMMISSION's right to terminate for convenience and/or for cause, COMMISSION may at any time takeover all or any part of the Work if the CONTRACTOR for any reason fails to comply with any construction schedules or with any standards as to the character and quality of the work and

such failure is not corrected within seven (7) days after COMMISSION's written notice to the CONTRACTOR. The CONTRACTOR shall reimburse COMMISSION for the expenses incurred as a result of such a takeover.

Employment

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

Remedies Not Exclusive

Unless otherwise expressly provided, no remedy conferred in this Agreement which is reserved to the COMMISSION is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given in this Agreement or now or hereafter existing at law or in equity.

Delay or Omission Not a Waiver

No delay or omission of the COMMISSION to exercise any right or remedy under this Agreement upon an event of default shall impair any such right or remedy or constitute a waiver of any such Event of Default or acquiescence therein.

Counterparts

This Agreement maybe simultaneously executed in counterparts, all of which shall constitute one in the same instrument and each of which shall be, and shall be deemed to be, an original.

Severability

If any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be severable from the remaining provisions of this Agreement, and the validity, legality, and enforceability of the remaining provisions shall not in any way be effected or impaired thereby.

Full Agreement

This Agreement represents the entire agreement between the parties regarding that subject matter hereof and there are no other promises, terms or conditions except as stated herein.

Covenant Against Contingent Fees

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the COMMISSION, to solicit or secure this Agreement. For breach or violation of this warranty, the COMMISSION shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Contract sum or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first written.

CITY OF EVANSVILLE acting by and through its
REDEVELOPMENT COMMISSION
"COMMISSION"

XYZ, INC.

"CONTRACTOR"

BY: _____

BY: _____

ITS: _____

ITS: _____

DRAFT

Exhibit A

E-VERIFY AFFIDAVIT

The undersigned _____ (*name*), _____ (*position*) at _____ (BUSINESS), being duly sworn upon his/her oath, does hereby state that _____ (BUSINESS) pursuant to I.C. 22-5-1.7, does not knowingly employ unauthorized aliens and participates in the E-Verify Program (the "Program") when it hires new employees to confirm their work eligibility and further acknowledges that it is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

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

_____ (*signature*)

BUSINESS NAME: _____

Date: _____