



RFQ-023-01-24

2025 Thermoplastic Railroad Crossing Markings and Signage Services for various location in the City of Evansville

NOTICE TO BIDDERS

The Department of Transportation and Services is in need of a price quote to complete the 2025 Thermoplastic Railroad Crossing Markings and Signage at various locations in the City of Evansville, Indiana.

If you have any questions or need more information, please contact Charles Farmer, Supervisor, Evansville Traffic Engineering Department located at 1304 Waterworks Rd. Evansville, Indiana 47713 or phone (821) 435-6007.

Please deliver by hand or mail (1304 Waterworks Rd. Evansville, Indiana 47713) or email (cmfarmer@evansville.in.gov) your quote for this project no later than **4:00 p.m. Friday, July 26, 2024.**

REQUIREMENTS

- A. Any awards with regards to this quote shall be contingent upon receipt of grants by the City of Evansville from the State of Indiana. Contractors should keep in mind that the anticipated project date for this quote is April 1, 2023. (This date is not firm.) All bidders shall acknowledge that they are bidding on this project with this information in mind and must take the start date into consideration when submitting their bid.
- B. The Bidder shall state any discounts to apply.
- C. Contractor must have a random drug testing program in place at the time of submission for any bid over ten thousand dollars (\$10,000) as per the City of Evansville Municipal Code 3.95.020. A copy of the contractor's drug testing policy must be submitted with your quote.
- D. Quotes shall be awarded to the lowest responsive and responsible bidder taking into consideration:
 - a. The ability and capacity of offeror to provide the services
 - b. The integrity, character, and reputation of the offeror.
 - c. The competency and experience of the offeror.
- E. 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.

SPECIFICATIONS

Vendors shall ensure that they have full understanding of the requirements for this project. After quotes have been submitted, the Vendor shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

CONFLICT OF INTEREST DISCLOSURE

The Conflict of Interest Disclosure Statement included herein is a condition of the quote. This form shall be filled out by the vendor even if no conflicts exist and returned with quote.

E-VERIFY PROGRAM

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

SCOPE OF WORK / SPECIFICATIONS

1. GENERAL

This section outlines the requirements for proper pavement marking design, construction, and inspection.

2. MATERIALS

Materials for Railroad Pavement Markings shall be conformance with Section 808 of the Indiana Department of Transportation Standard Specifications for Road & Bridge Construction, Current Edition.

Thermoplastic	912.14(b) 1
Glass Beads	912.09

3. METHODS

Construction requirements for pavement markings shall be in conformance with Section 808 of the Indiana Department of Transportation Standard Specifications. Locations and types of markings shall be in conformance with the Indiana Manual of Uniform Traffic Control Devices (IMUTCD), Current Edition

4. MARKING PROTECTION AND MAINTENANCE OF TRAFFIC

Protection of the traveling public, the marking crews, the pavement markings and private property shall be provided throughout the marking operations. Vehicles shall be marked and lighted in accordance with section 801 of the INDOT Specifications. The requirements for escort vehicles may be waived, if the Contractor establishes that traffic conditions warrant lesser controls, or if the Contractor bears the costs of temporarily barricading the street and redirection traffic.

5. REMOVAL OF TEMPORARY MARKINGS

When temporary pavement material or marking tape exists on the railroad marking area, it shall be removed either manually by heat treatment or with a roll-up device without the use of solvents. The cost of removal of temporary marking material shall be incidental to the other items under this contract.

6. CONSTRUCTION SITE

Job site road marking locations are to be broom swept and cleaned where necessary before any markings are applied. All trash and debris is to be removed from job site before departing the location and left in a broom clean state.

1. 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 coverage's to be provided as defined herein. In the absence of regulations, the amounts of coverage shall be as follows:

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

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

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

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

Builder's Risk Insurance: The Contractor, and all Subcontractor(s) employed by the Contractor, shall maintain Builder's Risk Insurance, "all risk" coverage, on the Project for the benefit of the Owner. The Contractor shall be responsible for verifying that all Subcontractor(s) have the required Builder's Risk Insurance coverage. However, this provision shall not release the Contractor from his obligation to complete the Project, and the Contractor and his Surety shall be obligated to full performance of the Contract.

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

Other Provisions: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, officials, employees and volunteers by the Contractor and Subcontractor(s). The Contractor's and Subcontractor's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability. The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees and volunteers for losses arising from Work performed by the Contractor for the Owner. The Contractor shall be responsible for notifying all insurance carriers of this contract provision and shall be liable to the Owner for any failure to so notify and advise any insurance carrier of this provision.

2. 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.

3. PROTECTION OF WORK AND PROPERTY

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

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

4. MATERIALS AND WORKMANSHIP

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

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

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

When required by the Specifications, or when called for by the Owner, the Contractor shall obtain the Owner's approval of the materials or articles to be used in the Work. The Contractor in obtaining this approval shall furnish the Owner full information concerning the materials or articles which he contemplates incorporating in the Work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials and articles installed or used without such approval shall be used at the risk of the Contractor. All materials and workmanship shall be guaranteed by the Contractor and the Surety for a period of one year from the date of final acceptance.

The Contractor further guarantees the materials and workmanship of all Work performed by any Subcontractor(s) employed on the Project by the Contractor for a period of one (1) year from the date of final acceptance of the Work. No material of any kind shall be installed in the Project until it has been inspected and accepted by the Owner. All material rejected shall be immediately removed from the site of the Work and not again offered for inspection. Any materials or workmanship found at any time to be defective shall be remedied at once regardless of previous inspections.

At any time during the course of construction of the Project, when, in the opinion of the Owner, provisions of the Contract Documents are being violated by the Contractor, its employees, or any Subcontractor(s) hired by the Contractor, the Owner will have the right and authority

to order all construction to cease and require the removal and replacement of all defective Work. In the event the Supervisor of Evansville Traffic Engineering Department orders a cessation of any Work, the Contractor shall not proceed until arrangements satisfactory to the Supervisor are made by the Contractor for resumption of the Work in compliance with the provisions of the Contract Documents. It shall not be construed as a waiver of defects if the Supervisor of Evansville Traffic Engineering Department shall not order the Work stopped or material removed, as the case may be. The Contractor shall be liable for the cost of any defective Work performed by the Contractor or any Subcontractor(s) employed by the Contractor.

5. INSPECTION OF WORK AND TESTING OF MATERIALS

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

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

The inspection and supervision of the Work by the Owner is intended to aid the Owner in determining whether the labor, materials, and workmanship are provided by the Contractor or a

Subcontractor(s) hired by the Contractor are in compliance with the Contract Documents. Any inspection and supervision by the Owner shall not operate to release the Contractor from any of their Contract obligations, or be deemed as the acceptance of such Work.

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

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

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

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

6. CONTRACTOR'S SUPERINTENDENT

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

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

7. RECEIVING OF SHIPMENTS

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

8. USE OF PREMISES

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

9. CLEANING UP

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

10. ALLOWANCES

The Contractor has included in the Contract Price an amount associated with any allowances named in the Contract Documents, and shall cause the Work so covered to be done by such Subcontractor(s), and for such sums as the Owner or Owner may direct, the Contract Price being adjusted in conformity therewith. The Contractor declares that the Contract Price includes such sums for expense and profit on account of cash allowances as he deems proper.

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

11. CHANGES IN THE WORK

The Owner may, without invalidating the Contract, order extra Work or make changes by altering, adding to, or deducting from the Work. All such Work shall be executed under the conditions of the original Contract Document, except that any claim for extension of time caused thereby shall be made at the time of the ordering of such change. Any modifications ordered by the Owner shall cause the Contract Price to be modified in an amount to be agreed in writing, by the parties, and approved by the appropriate Board prior to any such Work being performed.

Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such changes shall be determined by one or more of the following methods:

- a) By Unit Prices contained in the Contractor's original bid and incorporated in this Contract; or,
- b) By a supplemental schedule of prices contained in the Contractor's original bid and incorporated in this Contract;
- c) By an acceptable lump sum or unit price proposal of the Contractor; or,
- d) On a cost-plus basis, not to exceed a specified limit, defined as the cost of labor, materials, and insurance, plus a specified percentage of cost of such labor, materials and insurance; provided the specified percentage does not exceed fifteen percent (15%) of the aggregate of the cost of such labor, materials, and insurance.

In cases where a lump sum proposal is submitted by the Contractor in excess of Five Hundred Dollars (\$500) and the Owner considers the lump sum proposal excessive or unreasonable, the Owner shall have the right to solicit Contract Proposals for the additional or modified Work from other Contractors.

In cases where additional Work is ordered by the Owner which was not contemplated in the original proposal, or where the additional Work ordered by the Owner has a cost of construction in excess of twenty percent of the original Contract Price for any item constituting five percent or more of the total Contract Price, the Owner is required by Indiana statutes to seek bid proposals from other Contractors for such Work.

If a proposal for such added Work is obtained from another Contractor at an amount less than the proposal submitted by the Contractor, the Owner reserves the right to make an award of such Work to the lower proposal, or to negotiate further with the Contractor.

The Engineer is not authorized to act for the Owner in giving orders for extra or additional Work, either in writing or verbally. Extra Work or changes in quantities must be approved by the appropriate Board of the Owner prior to work being performed.

If the Contractor claims that any instruction, by drawing or otherwise, results in the Contractor being entitled to receive additional payment under this Contract, he shall give the Owner written notice thereof within a reasonable time after the receipt of such instructions. In no event shall the Contractor be authorized to proceed to execute the Work without the prior written consent of the Owner.

12. CLAIMS FOR EXTRA COST

If the Contractor claims that any instruction, by Project Drawings or otherwise, involves extra cost under this Contract, he shall give the Owner or Owner written notice thereof within a reasonable time after the receipt of such instruction, and in no event shall the Contractor proceed or authorize a Subcontractor(s) to proceed to perform the Work, except in emergency endangering life or property, until the Contractor has complied with the provisions in Section 12, "Changes in The Work". The Owner shall have no liability for a claim for extra cost unless the Contractor has complied with Section 12 prior to commencing the extra Work.

13. OWNER'S RIGHT TO DO WORK

If the Contractor neglects to prosecute the Work as required by the terms of the Contract Documents, Project Drawings or Specifications, the Owner may, after three (3) days written notice to the Contractor, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

14. DEDUCTIONS FOR UNCORRECTED WORK

The Contractor agrees that the Owner may at its discretion waive the right to correct Work injured, defective Work, defective materials, or Work and materials not provided in accordance with the terms of the Contract Documents, Project Drawings and Specifications. The Contractor consents to the Owner exercising its discretion to deduct from the Contract Price a reasonable amount associated with said injured Work, defective Work, defective materials, or Work and materials provided which are not in accordance with the Contract Documents, Project Drawings and Specifications.

15. TERMINATION FOR BREACH

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

16. COMPLETION OF WORK BEFORE FINAL PAYMENT

In cases where the Contractor has failed to complete minor items of Work within the time set for completion of the Contract, but limited to cases where the value of such uncompleted Work does not exceed five (5) percent of the total construction cost of the Work, then the Owner shall have the right without terminating this Contract, to complete said items of Work, deducting from the sums due the Contractor under this Contract the total cost which the Owner may incur in completing such minor items of Work by force account, or by employing some other Contractor to complete such minor items of Work. Prior to completing such items of Work, the Owner shall deliver to the Contractor a written statement, enumerating and describing the items not completed, and demanding completion of same, within a time to be fixed in such statement by the Owner. The time set forth in such statement must depend on the time reasonably required for the performance of the Work in question, but shall not in any event be less than ten days, nor more than thirty days. If the Contractor refuses or neglects to comply within the time stated, the Owner may proceed to complete the Contract, and the Contractor shall be liable to the Owner for all expenses,

including but not limited to labor, materials, administrative expenses and attorney's fees, incurred in the completion of the Contract and the recovery of all costs associated therewith.

17. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the act of final payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for negligence in the furnishing and installation of faulty materials or workmanship, and unless otherwise specified, the Contractor shall remedy at their expense any such defects, whether such defects were caused by the Work of the Contractor, or any Subcontractor(s) hired by the Contractor, and pay for any damage resulting therefrom, which shall appear within a period of one year from the date of final acceptance. The Owner shall give notice of observed defects with reasonable promptness.

18. DELAYS AND EXTENSION OF TIME

If the Contractor is delayed in the progress of the Work by any act of neglect of the Owner or the Owner, or by any other Contractor employed by the Owner, or by changes ordered in the Work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, or by causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner deems to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner may decide.

19. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE

If the Work is ordered stopped by an order of any court, or other public authority, for a period of three months, through no act or fault of the Contractor, anyone employed by him, or any Subcontractor(s) hired by the Contractor, the Contractor may, upon seven (7) days written notice to the Owner, stop Work or terminate this Contract and recover from the Owner payment for all Work satisfactorily performed.

20. DISPUTES

All disputes concerning the interpretation of the General Conditions, Project Drawings or Specifications, questions of fact arising under this Contract shall be decided by the Owner, subject to written appeal by the Contractor, within ten days, to the Owner, whose decision shall be final and conclusive upon the parties hereto. In the meantime, the Contractor shall diligently proceed with the Work as directed.

21. DAMAGES

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

22. PAYMENT

Final payment shall not become due until the Contractor has furnished the Owner an affidavit that all bills or claims from Subcontractor(s), material suppliers of the Contractor and Subcontractor(s) and labor costs of the Contractor and Subcontractor(s) in connection with the Contract have been paid.

The Contractor's right to payment will be based on the units of material in place, as determined by the Owner, in accordance with the provisions set forth in the Contract Documents. Any materials, workmanship or equipment furnished by the Contractor, or any Subcontractor(s) hired by the Contractor, a part of this Contract which proves to be defective or fails to operate properly within one (1) year following the date of Owner's acceptance of the Work (excepting any damage resulting from normal wear and tear, or violence or casualty not the fault of the Contractor) shall be promptly repaired and replaced by the Contractor upon notification from the Owner. All such replacement and repair Work shall be done at the cost of the Contractor. The Contractor shall indemnify the Owner against all costs or claims arising from any defective material, workmanship or equipment provided by the Contractor, or any Subcontractor(s) hired by the Contractor. The date of acceptance shall be established by the Owner only after all Work under this Contract has been substantially completed as to quality of workmanship and materials.

Payment for Work completed and accepted will be based on the Contract unit price for the actual quantities of materials used unless stipulated otherwise.

- a) An original detailed invoice, along with a signed, completed claim form, will be required. The act of submitting any claim for the payment of any Work shall expressly be a representation by the Contractor that the Contractor, and any Subcontractor(s) hired by the Contractor, have complied with the provisions of Section 20 herein.

- b) If the billing is in order, to the satisfaction of the Owner, it will be signed by the Owner, and forwarded to the appropriate Board for approval at their next meeting. Incomplete invoices, improper billings, or uncompleted Work may cause delays in processing.
- c) After approval by the Board, the Claim will be processed for payment. A check will normally be written within forty-five (45) days of receipt of a proper invoice and a valid, signed claim.
- d) Within thirty (30) days of the completion of the Work, a final inspection will be held. The Contractor will be notified of the date of this inspection, but attendance is not required. A written summary of requirements for remedial or repair Work will be communicated to the Contractor, and payment of retainage will not be made until all remedial Work cited by the Owner is completed to the satisfaction of the Owner. Bills for final claims will be processed in the manner outlined in Paragraphs a), b) and c) above.

23. SEPARATE CONTRACTS

The Owner reserves the right to let other Contracts in connection with other Work associated with the Project but which is not the subject of this Contract. The Contractor shall afford other Contractors reasonable access to the site of the Project for the delivery and storage of materials and the performance of their Work, and shall properly connect and coordinate their Work.

If any part of the Contractor's Work requires the coordination of Work of any other Contractor, the complete Work to be performed by another Contractor, or Work to be performed by the Owner, the Contractor shall coordinate all such Work and shall inspect and promptly report to the Owner or the Owner any defects in such Work that prohibits the Contractor from performing their Work. Failure by the Contractor to so inspect and report shall constitute an acceptance of the other's Work as fit and proper for the reception of their Work, except as to defects which may develop in the other Contractor's Work after the execution of the Work.

To ensure the proper execution of their subsequent Work, the Contractor shall measure Work already in place, and shall at once report to the Owner or Owner any discrepancy between the executed Work and the Project Drawings.

24. ASSIGNMENT

The Contractor shall not assign the Contract or sublet it as a whole, nor shall he assign any monies due or to become due to him hereunder, without the previous written consent of the Owner.

25. SUBCONTRACTS

The Contractor shall, as soon as practicable after the execution of the Contract, notify the Owner in writing of the names of Subcontractor(s) which the Contractor proposes to have perform any Work, and the Owner or Supervisor of Traffic Engineering Department may within a reasonable time object the use of said Subcontractor(s) as incompetent or unfit.

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

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

26. RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

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

- a) The Subcontractor(s) shall agree:
 - 1) To be bound to the Contractor by the terms of the Contract, and the Contract Documents, and to assume toward him all the obligations and responsibilities that the Contractor, by these documents, assumes toward the Owner.
 - 2) To make all claims for extras, for extensions of time, and for damages for delays or otherwise, to the Contractor, in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner, except that the time for making

claims for extra cost is one week.

b) The Contractor shall agree:

- 1) To be bound to the Subcontractor(s) by all the obligations that the Owner assumes to the Contractor under this Contract, and the Contract Documents, and by all provisions thereof affording remedies and redress to the Contractor from the Owner.
- 2) To pay the Subcontractor(s) to such extent as may be provided by the Contract Documents or the Subcontract.
- 3) To make no demand for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the Subcontract.
- 4) That no claim for services rendered or materials furnished by the Contractor to the Subcontractor(s) shall be valid unless written notice thereof is given by the Contractor to the Subcontractor(s) during the first ten days of the calendar month following that in which the claim originated.

27. MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION

The City of Evansville Municipal Code 3.90.110-180 encourages utilization of Minority and Women Business Enterprises (M/WBE) in the community's purchasing efforts. The Contractor shall provide an atmosphere of equal opportunity for all vendors and prohibit discrimination in all aspects of public operations including the purchasing of products, services and public works contracts.

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

Locations with Railroad Identification Numbers are as listed below: Note: All locations are to be bid for Installation of Thermoplastic Railroad Markings with glass spheres on both sides of the crossings, unless otherwise noted. Finished markings are to meet or exceed MUTCD & INDOT specifications.

All sign locations noted for replacement are to be bid with a Galvanized square 2" x 2" post with ground sleeve included. All sign work must meet or exceed MUTCD & INDOT specifications.

2025 RAILROAD CROSSING MARKING QUOTES

Locations with Railroad Identification Numbers are as listed below: Note: All locations are to be bid for Installation of Thermoplastic Railroad Markings with glass spheres on both sides of the crossings, unless otherwise noted. Finished markings are to meet or exceed MUTCD & INDOT specifications.

All sign locations noted for replacement are to be bid with a Green 2 Pound U-Channel post included. All sign work must meet or exceed MUTCD & INDOT specifications.

MARKINGS

- A. John St. / Governor St. DOT AAR # 342877T
_____ Dollars and _____ cents
Unit Price
\$ _____
Unit Price
- B. Burkhardt Rd. / Morgan Ave. DOT AAR # 719908L
_____ Dollars and _____ cents
Unit Price
\$ _____
Unit Price
- C. Green River Rd. / Morgan Ave. DOT AAR # 719911U
_____ Dollars and _____ cents
Unit Price
\$ _____
Unit Price
- D. Franklin St. / Linwood Ave. DOT AAR # 342865Y
_____ Dollars and _____ cents
Unit Price
\$ _____
Unit Price
- E. N. Kentucky Ave. / Franklin St. DOT AAR # 719920T
_____ Dollars and _____ cents
Unit Price
\$ _____
Unit Price
- F. Division St. / Oakley St. DOT AAR # 342825B
_____ Dollars and _____ cents
Unit Price
\$ _____
Unit Price
- G. Sycamore St. / Heidelbach Ave. DOT AAR # 342879G
_____ Dollars and _____ cents
Unit Price
\$ _____
Unit Price

MARKINGS

H. Lafayette Ave. / Division St. DOT AAR # 719924V
_____ Dollars and _____ cents
Unit Price
\$ _____
Unit Price

I. Nurrenburn Rd. / Red Bank Rd. DOT AAR # 342732G
_____ Dollars and _____ cents
Unit Price
\$ _____
Unit Price

J. Warrick County Line Rd. / Baseline Rd. DOT AAR # 539606L
_____ Dollars and _____ cents
Unit Price
\$ _____
Unit Price

K. Ruston Ln. / SR 57 DOT AAR # 539607T
_____ Dollars and _____ cents
Unit Price
\$ _____
Unit Price

L. Stacer Rd. / Old Princeton Rd. DOT AAR # 342829D
_____ Dollars and _____ cents
Unit Price
\$ _____
Unit Price

Total of Markings if Awarded:
_____ Dollars and _____ cents
Unit Price
\$ _____
Unit Price

SIGNS & POSTS

- A. Heidelberg Ave. / Morgan Ave. DOT AAR # 342909W (North side of tracks only)
_____ Dollars and _____ cents
Unit Price
\$ _____
Unit Price

- B. Morton Ave. / Illinois St. DOT AAR # 342866F (South side of tracks only)
_____ Dollars and _____ cents
Unit Price
\$ _____
Unit Price

- C. Sycamore St. / Heidelberg Ave. DOT AAR # 342879G (West side of tracks only)
_____ Dollars and _____ cents
Unit Price
\$ _____
Unit Price

- D. Ruston Ln. / SR 57 DOT AAR # 539607T (East side of tracks only)
_____ Dollars and _____ cents
Unit Price
\$ _____
Unit Price

- E. Inglefield Rd. / UD 41 DOT AAR # 342831E (West side of tracks only)
_____ Dollars and _____ cents
Unit Price
\$ _____
Unit Price

Total of All Items if Awarded as a Total Package:

_____ Dollars and _____ cents

Unit Price

\$ _____

Unit Price

Cost of Performance Bond:

_____ Dollars and _____ cents

Unit Price

\$ _____

Unit Price

COMPANY: _____

BY: _____
Printed and Signed

TITLE: _____

DATE: _____

Corporate Seal (if applicable):

CONFLICT OF INTEREST / FAMILIAL DISCLOSURE FORM

Project: 2024 Railroad Crossing Marking & Signs

ALL BIDDERS must complete this Conflict of Interest Familial Disclosure Form and must attach the completed form to the bid.

As the bidder, I affirm that no principal, representative, agent, employee, contractor or potential subcontractors, or other acting on behalf of or legally capable of acting on the behalf of the bidder (a "Bidder Party"), is currently an employee of the City of Evansville ("City"), any City department or a member of any City Board or Council; nor will any such person connected to the bidder be privy to any City information which may constitute a conflict of interest; or, if such a conflict or relationship does exist, I have disclosed the nature of the relationship or conflict below.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exists between a Bidder Party and any employee or member of any City Department or board.

As the bidder, I understand that completing this form and self-disclosing potential conflicts of interest does not necessarily disqualify a bidder, but aids in identifying conflicts of interests which must be addressed pursuant to I.C. 35-44.1-1 et al. Further, the City will ensure that any individuals identified with a potential conflict will not be allowed to participate in the scoring or evaluation of the bid packages, to ensure the integrity of the bid process.

The following is a list of individuals who may pose a potential conflict of interest as described above. Please provide the name, relationship with the City and the nature of the potential conflict, or if applicable: "NONE":

Signature(s): _____ Title: _____

Vendor/Bidder: _____

STATE OF _____)
) SS:
 COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____, _____ of _____, who having been duly sworn, acknowledged and affirmed that they did sign said instrument as such officer or authorized agent for and on behalf of _____, and by authority granted by such entity, that the same is their free act and deed and the free act and deed of said entity.

WITNESS my hand and notarial seal this _____ day of _____, 2024

My commission expires: _____

 Notary Public

My County of residence is: _____
 _____ County, State of _____

 Printed Name of Notary Public

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

For instructions and electronic registration for E-Verify, please see: [https://e-](https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES)

[verify.uscis.gov/enroll/StartPage.aspx?JS=YES](https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES)

EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the contract, the Contractor agrees as follows:

1. 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.
2. 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 cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin political affiliation or belief, age or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.
4. 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.
5. 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.
6. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin political affiliation or belief, age or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.
7. 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.

EQUAL OPPORTUNITY EMPLOYMENT

8. 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.
9. 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.
10. 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 cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.

Vendor Representative (Please Print)

Signed

Vendor Name

Telephone

Vendor Address

Date

Items required with the Quote

1. **The contractor is to provide to the City of Evansville a copy of its “Random Drug Testing Program and Contractor’s Licenses” as provided for in Chapter 3.95.020 (a copy of which is attached) of the City of Evansville Municipal Code if the bid is \$10,000 or more; or if under \$10,000 the contractor is to provide the City of Evansville a copy of its “Contractor’s Licenses and Random Drug Testing Program” which is to include at a minimum random drug testing of at least the five (5) drug panel tests as provided for in Chapter 3.95.020 (a copy of which is attached) of the City of Evansville Municipal Code at the time of the quote.**

2. The contractor shall submit with the quote, proof of Commercial General Liability insurance (CGL), naming City of Evansville, Indiana as additional insured and covering liability assumed by vendor under this agreement. A coverage limit of not less than General Aggregate: \$2,000,000, Products & Completed Operations Aggregate, Not Less Than \$2,000,000; Personal & Advertising Injury, Not Less Than \$1,000,000; Each Occurrence Not Less Than \$1,000,000; Fire Damage (Any one fire) Not less Than \$300,000; Medical Expense (Any one person), Not Less Than \$5,000

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

3. The successful bidder may also be required to submit a Performance Bond in the amount of 100 percent (100%) of the contract amount as a guarantee that all provisions of the specifications shall be met for this project.

Vendor Representative (Please Print)

Signed

Vendor Name

Telephone

Vendor Address

Date

Chapter 3.95 PUBLIC CONSTRUCTION PROJECTS

Sections:

- [3.95.010](#) Definitions.
- [3.95.020](#) Random drug testing program required.
- [3.95.030](#) License required at time of submission of bid.

3.95.010 Definitions.

For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

“Contractor” shall mean the person, company or firm submitting a price, quote or bid for the award of a public works project.

“Public works project” shall mean the construction, reconstruction, alteration, or renovation of a public building or other structure that is paid for out of an appropriation of the City Council, and includes the construction, alteration, or repair of a highway, street, alley, bridge, sewer, drain or other improvement.

“Quoter” shall mean a person, firm or company that is responding to a request for quotes for a public construction project under the public construction bidding laws. [Ord. G-2004-16, passed 10-20-04. 1983 Code § 5.60.01.]

3.95.020 Random drug testing program required.

(A) No board, commission or other agency of the City shall award a contract for a public works project to a contractor unless the contractor and every subcontractor doing construction work on the project has in place at the time of submission of his quote or bid a random drug testing program which shall at a minimum meet the following qualifications and criteria:

(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-drug panel that tests for the following drug: amphetamines, cocaine, opiates (92,000 ng/mL), PCP and THC;

(3) All the employees of the contractor are subject to at least annual testing, and at least one-twelfth of 25 percent 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 30-day period of ineligibility for work, and upon returning to work, one year of unannounced follow-up testing;

(b) A second positive test shall result in a 90-day period of ineligibility for work, and upon returning to work, one year of unannounced follow-up testing;

(c) A third positive test shall result in a one-year period of ineligibility for work, and upon returning to work, one 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.

(B) Failure to provide evidence of the contractor's random drug testing policy or program shall result in a rejection of the bid. Submitting false information concerning compliance with the requirements of this chapter shall result in the rejection of the bid or cancellation of the contract if an award has been made prior to determining the information is false by the board, commission or agency. In such event, the contractor shall be paid only for the work done prior to cancellation of the contract.

(C) This section shall be applicable only to construction contracts where the cost of the contract is more than \$10,000. [Ord. G-2004-16, passed 10-20-04. 1983 Code § 5.60.02.]

3.95.030 License required at time of submission of bid.

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 nonresponsive to the bid or quote request, or the bidder or quoter shall be determined to be a nonresponsive 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. [Ord. G-2004-16, passed 10-20-04. 1983 Code § 5.60.03.]

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