

Notice to Bidders
City of Evansville, Indiana

The Evansville Redevelopment Commission will receive sealed bids for the “6th Street Update – 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 August 20, 2024, at which time all bids will be opened and read aloud.

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

“6th Street Update - 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 and a One hundred percent (100%) Performance Bond and a Payment Bond shall be delivered to the owner within ten (10) days after the contract has been awarded and remain in effect for 12 months from the date of acceptance of the work.

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.evansville.gov/bidding

Critical Times and Dates:

Issued for Bid: July 23, 2024

Last Day for Bid Questions: August 16, 2024

BID DUE DATE: August 20, 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

In accordance with the “Americans 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.

Department of Metropolitan Development
Kolbi Jackson, Executive Director

Published on July 23, 2024, and July 30, 2024

INSTRUCTIONS TO BIDDERS

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

Project/Work: 6th Street Update - Evansville, Indiana

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

GENERAL

The Redevelopment Commission is seeking a licensed Contractor to perform the Scope of Work for the demolition of pavements and tree lawn, electrical modifications, and installation of new pavements and lawn within the right-of-way on 6th Street between Walnut Street and Chestnut Street in downtown Evansville, Indiana. The project will remove a tree lawn and add parallel parking on the east side of 6th Street between the DoubleTree Hotel and the Stone Family Center for Health Sciences.

Demolition consists of removing existing concrete sidewalk and curb, trees, tree lawn, and pave-drain pavers installed in 2017-2018. Two streetlights will be relocated to new foundations and one receptacle removed. Irrigation mainline shall be relocated and zones adjusted. New concrete sidewalks, curbs, gutters, and asphalt pavements will be installed. Salvaged topsoil to be moved to opposite (west) side of street to raise lawn elevation in tree lawns at Stone Center. New sod to be installed. Asphalt striping and parking sign to be installed.

Submission of a Bid shall constitute an unconditional agreement and acknowledgement by 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 ninety (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 August 16, 2024.

Any material changes, clarifications or interpretations of the Contract Documents will be issued except by written or graphic Addenda mailed, delivered to record holders of Contract Documents or 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 6th Street Update

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 Contract 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 Declarations (B-1)”
- “Part 2 - Bidder Information (B-2)”
- “Part 3 - Non-Collusion Affidavit (NS-1)”
- “Part 4 - Drug Testing Policy-to be submitted by Contractor (DR-1)”
- “Part 5 - Minority and Women Business Enterprise Program (M/WBE)”
- “Part 6 - Equal Employment Opportunity (EEO-1)”
- “Part 7 - Certifications of Nonsegregated Facilities (CF-1)”
- “Part 8 - 5% Bid Bond (B-3) & Indiana Bid Form 96 Revised 2013”
- “Part 9 - Responsible Bidding Ordinance Form (RBO-5 & 6)”
- “Part 10 - Conflict of Interest/Familial Disclosure Form (CID-1)”

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 Agreement and the furnishing of other required documents by the successful Bidder, including Performance and Payment Bonds. A sample Bid Bond form is included in the Project Manual and such form, or such other form as may be approved in advance by Owner, shall be utilized if such a bond is furnished as Bid Security. 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.

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

Any Bid received after the designated time of Bid opening, for any reason, will be rejected and returned to the Bidder unopened. Indiana Statutes require that any Bid containing alterations or erasures shall be rejected. The Owner reserves the right to reject any or all Bids, and to waive any technicalities relative to bidding. The Owner reserves the right to award a Contract based on line item prices.

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 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.

VENDOR SELF SERVICE - The City of Evansville has developed a vendor self-service site that will allow you to register as a vendor and obtain information about your City/County accounts. All vendors are required to register at <https://cityofevansvillein.munisselfservice.com/vss/default.aspx> The registration site will guide you through the completion of your company profile that will be used to manage your account in the future. A W-9 is required to become active and can be found at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf> If you are an MBE (Minority Business Enterprise) or WBE (Women Business Enterprise) or DBE (Disadvantaged Business Enterprise), please upload any applicable certifications.

CONTRACT AWARD

The Contract shall be awarded by action of the Evansville Redevelopment Commission.

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:

E-VERIFY DOCUMENTATION

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

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; 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.

This project has a Substantial Completion Date of December 31, 2024.

MANDATORY Pre-construction meeting to follow bid award on 9/4/2024 at 8:30 a.m.

1 NW MLK Jr Blvd, Rm 307
Evansville, IN 47708

END OF INSTRUCTIONS TO BIDDERS

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: **6th Street Update – 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 – 6th Street Update

[PLEASE MAKE THIS PAGE 1 OF YOUR SUBMISSION]

LINE ITEMS					
#	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
Demolition/Earthwork					
1	Clear and Grub Lawn	185	SYD		
2	Remove Concrete Apron Pavement	12	SYD		
3	Remove Concrete Curb	140	LF		
4	Remove Concrete Sidewalk	144	SYD		
5	Salvage Pave Drain Pavers	668	SF		
6	Salvage Streetlight for Re-use	2	EA		
Pavements					
7	Adjust Irrigation System	1	LS		
8	Asphalt Pavement	1,450	SF		
9	Concrete Apron Pavement	100	SF		
10	Concrete Curb	140	LF		
11	Concrete Parking Gutter	120	LF		
12	Concrete Sidewalk	1,465	SF		

13	Fine Grade and Install Sod	1,100	SF		
14	Pavement Markings @ Parking	1	LS		
15	Streetlight: New Foundation, Reset Pole, Wiring	2	EA		
16	MUTCD Signs @ Parking	2	EA		
Overhead					
17	Maintenance of Traffic	1			
18	General Conditions	1			
19	Mobilization and Demobilization	1			

TOTAL AMOUNT: _____

WRITTEN AMOUNT: _____

COMPANY: _____

BY: _____

TITLE: _____

ADD ANY ADDITIONAL INFORMATION HERE

Addendum 1 Received: _____

Addendum 2 Received: _____

BIDDER INFORMATION

Bidder Name: _____ (print)

Bidder Address

Street Address: _____

City: _____ State: _____ Zip: _____

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

Bidder is a/an *[mark one]*:

___ Individual ___ Partnership ___ Indiana Corporation

___ Foreign (Out of State) Corporation

___ Joint Venture ___

___ MBE ___ WBE ___ VBE

Other: _____

[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.]

Corporation Name:

Address:

Date registered with State of Indiana:

Indiana Registered Agent:

Name:

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.

BID BOND

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

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

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

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

PRINCIPAL:

Principal Name

Principal (Seal)

Printed Name/Title

Printed Name/Title

Principal Address

Corporate Seal:

SURETY:

Surety Name

Surety (Seal)

Printed Name/Title

Printed Name/Title

Surety Address

Attorney-In-Fact

Printed Name/Title

Submit Power of Attorney Documentation when Applicable



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

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

PART I

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

Date (month, day, year): _____

1. Governmental Unit (Owner): _____

2. County : _____

3. Bidder (Firm): _____

Address: _____

City/State/ZIPcode: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

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

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

_____ and dated _____ for the sum of

_____ \$ _____

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

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

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

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

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

ACCEPTANCE

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

Contracting Authority Members:

PART II

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

Governmental Unit: _____

Bidder (Firm) _____

Date (month, day, year): _____

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

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

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

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

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

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

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

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

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

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

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

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

BID OF

(Contractor)

(Address)

FOR

PUBLIC WORKS PROJECTS

OF

Filed _____

Action taken _____



City of Evansville, Indiana
RESPONSIBLE BIDDING ORDINANCE FORM
Municipal Code 3.95.040

Contractor agrees to abide by the responsible bidding practices and submission requirements outlined in Evansville Municipal Code (EMC) 3.95.040. All contractors proposing to submit bids on any City public works project estimated to be at least \$150,000 or more must submit this statement, made under oath and subject to perjury laws.

Has the bidder previously submitted the items listed below and been "Prequalified" as a Responsible Bidder as related to EMC 3.95.040?

Yes _____ No _____

If yes, please attach a copy of your notification letter stating you have been prequalified.

If no, please submit the following items either prior to the bid opening or included with the sealed bid:

- _____ (1.) Evidence from the Indiana Secretary of State showing bidder's company is in existence and current with the Indiana Secretary of State's Business Entity Reports, and eligible for a certificate of good standing.
- _____ (2.) A list identifying all former business names
- _____ (3.) List any determinations by a court or governmental agency for violations of Federal, State, or local laws including, but not limited to, violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act ("OSHA"), or Federal Davis-Bacon and related Acts
- _____ (4.) A statement on staffing capabilities, including labor sources from which labor will be derived on the public works project
- _____ (5.) List all apprenticeship and training programs bidder utilizes applicable to the work to be performed on the public work project
- _____ (6.) A written plan for employee drug testing that: (a) covers all employees of the bidder who will perform work on the public work project; and (b) meets, or exceeds, the requirements set forth in Evansville Municipal Code (EMC) 3.95.020 and IC 36-1-12-24
- _____ (7.) List of bidder's project managers and superintendents, including name and description of each employee's management experience
- _____ (8) Proof of any professional or trade license required by law and EMC 3.95.030 for any trade or specialty area in which bidder intends to seek a contract award; and disclosure or any suspension or revocation within the previous five years of any professional or trade license held by the company, or of any director, office or manager employed by the bidder

_____ (9) Evidence that the contractor is utilizing a surety company, which is on the United States Department of Treasury's listing of approved sureties

_____ (10) A written statement of any Federal, State, or local tax liens or tax delinquencies owed to any Federal, State, or local taxing body in the last five years

For each separate bid, all bidders shall provide a written list that discloses the name, address, and type of work for each first-tier subcontractor from which the bidder has accepted a bid and/or intends to hire on any part of the public work project, including individuals performing work as independent contractors. Responsible Bidder submittal requirements of subcontractors may be provided immediately after bid award, but prior to the execution of a contract.

In accordance with EMC 3.90.110, all bidders shall adhere to City policy and procedures pertaining to minority-owned business and women-owned business utilization.

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

Date _____

Company Representative _____

Company Name _____

Company Address _____

Representative email _____ **Phone** _____

Signature _____

Any material changes to the contractor's status, at any time, must be reported in writing within 10 days of its occurrence to the City. The prequalification designation is made in the sole discretion of the City and the City reserves the right to revoke the designation for any reason.

CONFLICT OF INTEREST / FAMILIAL DISCLOSURE FORM

ALL VENDORS 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: _____ **Title:** _____

Vendor Name: _____

Construction Agreement For 6th Street Update

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, equipment, tools, and appliances of any sort to perform the work necessary at 6th Street between Walnut Street and Chestnut Street described by the attached **Exhibit B**.

Hereafter referred to as "Work", for a fixed sum of Thousand Hundred 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.

Term

The Contractor agrees to complete the Work by _____, 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 nearby tenants or third parties located in the area.

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 detailed, itemized and properly documented invoices 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 renovations or repairs to the Building 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: _____
Street
_____, 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 or materials fail to conform to this warranty within Eighteen (18) 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 or 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"

"CONTRACTOR"

BY: _____

BY: _____

_____ (Print Name)

_____ (Print Name)

ITS: _____

ITS: _____

DRAFT

EXHIBIT A

E-VERIFY AFFIDAVIT

The undersigned _____ (*printed name*), _____ (*position*) at _____ being duly sworn upon his/her oath, does hereby state that _____ 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: _____

EXHIBIT B
6th Street – Walnut to Chestnut – Evansville, Indiana

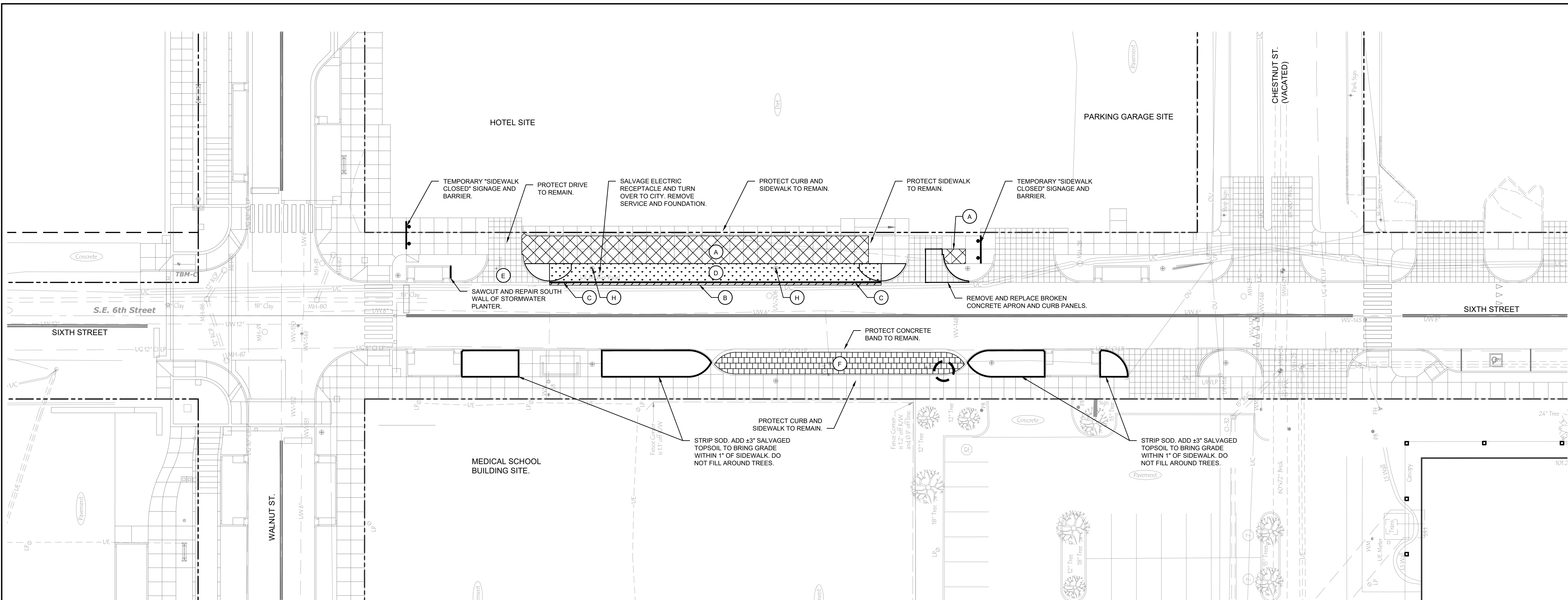
Scope of Work:

Scope of work generally includes demolition of pavements and tree lawn, electrical modifications, and installation of new pavements and lawn within the right-of-way on 6th Street between Walnut Street and Chestnut Street in downtown Evansville, Indiana. The project will remove a tree lawn and add parallel parking on the east side of 6th Street between the DoubleTree Hotel and the Stone Family Center for Health Sciences.

Demolition consists of removing existing concrete sidewalk and curb, trees, tree lawn, and pave-drain pavers installed in 2017-2018. Two streetlights will be relocated to new foundations and one receptacle removed. Irrigation mainline shall be relocated and zones adjusted. New concrete sidewalks, curbs, gutters, and asphalt pavements will be installed. Salvaged topsoil to be moved to opposite (west) side of street to raise lawn elevation in tree lawns at Stone Center. New sod to be installed. Asphalt striping and parking sign to be installed.

See next pages for Maintenance Plans

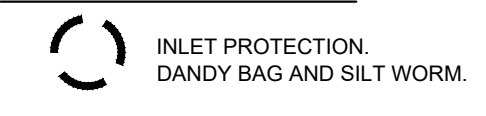
FILE: P:\1740 Evansville Streetscape Maintenance Plans\dwg\CDD\area\06th Street\LA100 - Site Demolition - 6th Street



DEMOLITION KEYNOTES:

ITEM	DESCRIPTION
A	REMOVE EXISTING CONCRETE PAVEMENT TO DEPTH NECESSARY TO INSTALL NEW IMPROVEMENTS.
B	FULL-DEPTH SAWCUT AND REMOVE EXISTING ASPHALT PAVEMENT TO DEPTH NECESSARY TO INSTALL NEW IMPROVEMENTS.
C	REMOVE EXISTING CURB TO SUBGRADE.
D	CLEAR AND GRUB EXISTING LAWN OR PLANT BED TO DEPTH NECESSARY FOR IMPROVEMENTS. DO NOT EXCEED WORK LIMITS. SALVAGE TOPSOIL AS NECESSARY TO ADJUST GRADE IN TREE LAWN ON WEST SIDE OF STREET.
E	PROTECT EXISTING ACCESS/EGRESS TO REMAIN.
F	SALVAGE AND PALLETIZE EXISTING UNDAMAGED PARKING LANE PAVERS FOR CITY TO STORE.
G	FULL DEPTH SAWCUT EXISTING CONCRETE CLEANLY AT EXISTING CONTROL JOINT.
H	EXISTING LIGHT POLES TO BE SALVAGED AND RELOCATED. REFER TO KEYNOTE PLAN FOR NEW LOCATION. SALVAGE EXISTING STREET SIGNS AND POLES. TURN OVER TO THE CITY.

DEMOLITION LEGEND:



SALVAGE NOTE:

CONTRACTOR SHALL SALVAGE ALL POLES, STREET SIGNS, AND OTHER INCIDENTAL ITEMS WITHIN PROJECT AREA AND DELIVER TO CITY STORAGE YARD OR OTHER LOCATION DIRECTED BY CITY.
THE LOCATION OF ITEMS MAY HAVE SHIFTED SINCE SURVEY WAS COMPLETED.

DEMOLITION GENERAL NOTES:

- THE CONTRACTOR SHALL COORDINATE AND BE RESPONSIBLE FOR THE STAGING AND REMOVAL OF ALL DEMOLITION ITEMS.
- THE CONTRACTOR SHALL REPORT IMMEDIATELY TO THE OWNER & LANDSCAPE ARCHITECT ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS SHOWN ON THESE PLANS AND ACTUAL FIELD CONDITIONS.
- THE CONTRACTOR SHALL PROTECT ALL EXISTING ELEMENTS TO REMAIN DURING CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE RESULTING FROM CONSTRUCTION ACTIVITY TO EXISTING SITE ELEMENTS THAT ARE TO REMAIN.
- THE CONTRACTOR SHALL SMOOTHLY SAW CUT EXISTING PAVEMENTS TO BE REMOVED FROM PAVEMENTS TO REMAIN. REFER TO PLANS FOR SAW CUT LOCATIONS RELATING TO EXISTING JOINTING.
- THE CONTRACTOR SHALL COORDINATE ALL WORK WITH AFFECTED UTILITIES PRIOR TO START OF CONSTRUCTION. ALL UTILITIES SHALL BE FIELD LOCATED PRIOR TO THE START OF CONSTRUCTION. ALL UNDERGROUND AND OVERHEAD UTILITIES SHALL BE MAINTAINED AND PROTECTED FROM DAMAGE. RESETTling OR REPLACEMENT OF CASTINGS AND/OR STRUCTURES MAY BE REQUIRED - REFER TO UTILITY PLANS, DETAILS, & SPECS.
- ALL WORK SHALL BE COORDINATED AND IN COMPLIANCE WITH STATE AND LOCAL MUNICIPALITIES AS WARRANTED.
- EROSION CONTROL MEASURES (I.E. SILT FENCING AND SEDIMENT CONTROL) SHALL BE PROVIDED BY THE CONTRACTOR PER THE SPECIFICATIONS. SEE EROSION CONTROL PLANS OR GRADING PLANS, DETAILS, & SPECS.
- CONTRACTOR TO VERIFY SITE CONDITIONS IN FIELD PRIOR TO BIDDING. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BE FAMILIAR WITH ANY CHANGES SINCE THE SURVEY WAS PROCURED. RUNDELL ERNSTBERGER ASSOCIATES IS NOT RESPONSIBLE FOR THE ACCURACY OF SURVEY INFORMATION.
- CONTRACTOR SHALL ERECT CONSTRUCTION FENCING. CONTRACTOR SHALL COORDINATE WITH ARCHITECT AND THE CITY OF EVANSVILLE ON THE LOCATION AND RELOCATION OF FENCING.
- CONTRACTOR SHALL MAINTAIN PEDESTRIAN ACCESS TO ALL BUSINESSES IN THE PROJECT AREA AT ALL TIMES, UP TO AND INCLUDING PROVIDING TEMPORARY ACCESS WALKS AND RAMPS AS NECESSARY.

PREPARED BY:

REUNDELL ERNSTBERGER ASSOCIATES
 URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE
 815 W MARKET ST. STE 504 / LOUISVILLE, KENTUCKY 40202
 P 502.561.8676 / REASITE.COM

PREPARED FOR:

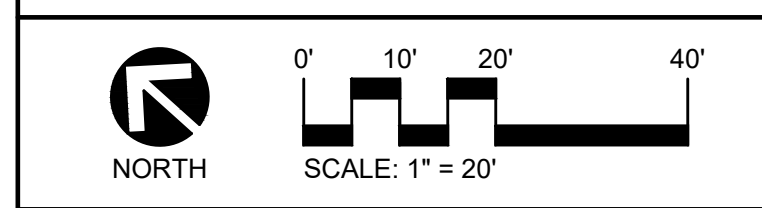
CITY OF EVANSVILLE
 DEPARTMENT OF METROPOLITAN DEVELOPMENT
 306 Civic Center Complex
 1 N.W. Martin Luther King Jr. Boulevard
 Evansville, Indiana 47708

CONSULTANT:

PROJECT:

2024 STREETSCAPE MAINTENANCE PLANS
 EVANSVILLE, INDIANA

MEDICAL DISTRICT STREETSCAPES



REVISIONS:

NO.	BY	DESCRIPTION	DATE

THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS INCLUDING THOSE IN ELECTRONIC FORM PREPARED BY REA FOR THIS PROJECT ARE INSTRUMENTS OF SERVICE AND MAY BE USED SOLELY WITH RESPECT TO THIS PROJECT. THE DOCUMENTS MAY NOT BE REPRODUCED OR MODIFIED BY A THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF REA. AUTHORIZED USE OF ELECTRONIC MEDIA OR FILE DOES NOT GUARANTEE THAT THESE FILES CONTAIN COMPLETE AND ACCURATE INFORMATION. IN ORDER TO INSURE THE ACCURACY OF THE INFORMATION CONTAINED AND THAT NO CHANGES OR MODIFICATIONS HAVE BEEN MADE, THESE FILES MUST BE COMPARED TO THE PROJECTS CONTRACT DOCUMENTS WITH STAMPED AND SEALED CERTIFICATION AND APPLICABLE APPROVED MODIFICATIONS.

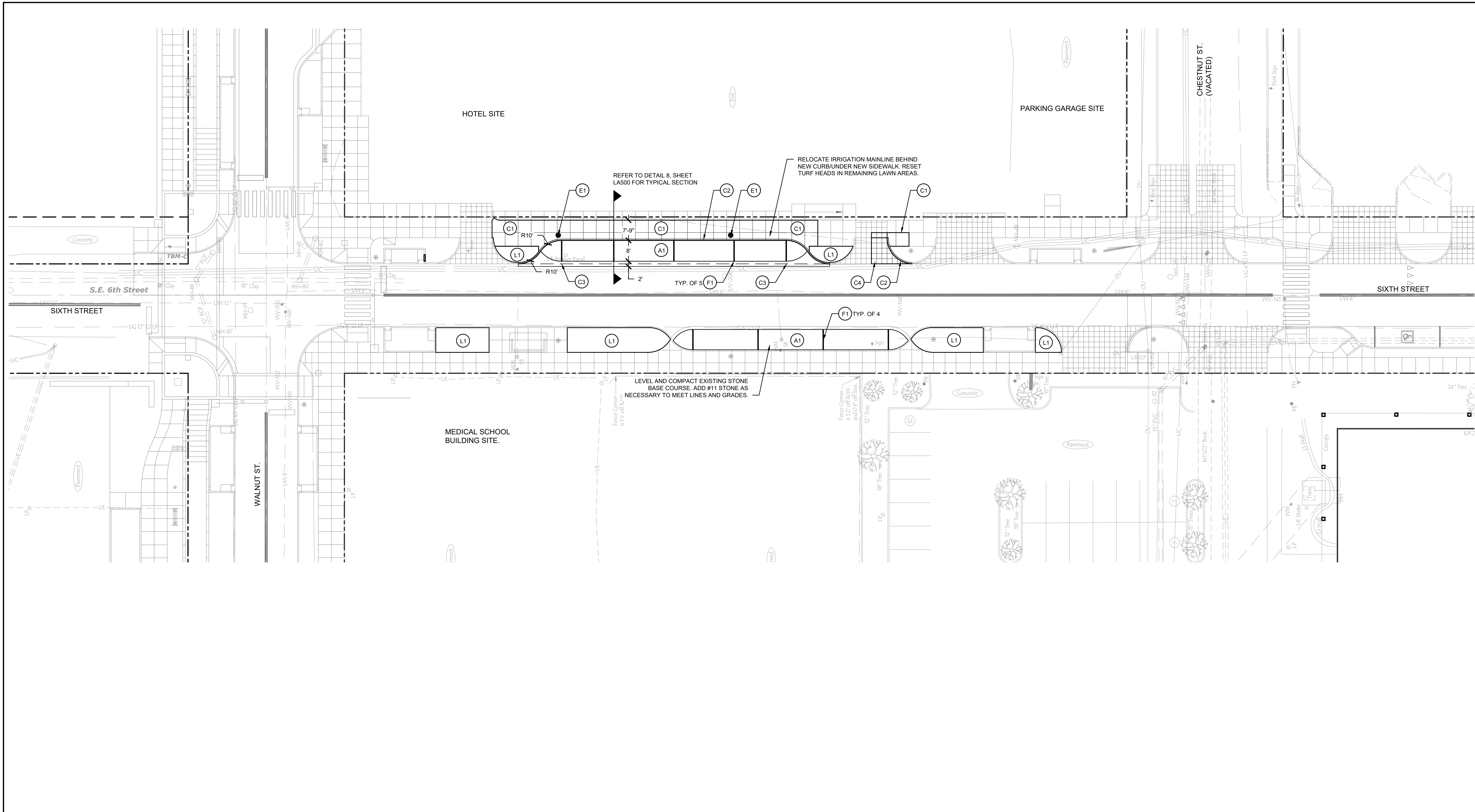
DRAWING NAME: **DEMOLITION PLAN**
6TH STREET
WALNUT ST TO CHESTNUT ST

CERTIFICATION:

REA PROJECT #:	2024-1740
DATE:	06/05/2024
DRAWN BY:	AG
REVIEWED BY:	PA

DRAWING: **LA100**

FILE: P:\1740 Evansville Streetscape Maintenance Plans\dwg\CD\area\6th Street\LA200 - Site Keynote - 6th Street



KEYNOTES		DETAIL REFERENCE
ITEM	DESCRIPTION	
A1	MEDIUM-DUTY ASPHALT PAVEMENT	5 SHEET LA500
A2	ASPHALT PATCH	
C1	CONCRETE SIDEWALK PAVEMENT	2 SHEET LA500
C2	CONCRETE BARRIER CURB	3 SHEET LA500
C3	CONCRETE PAVEMENT BAND	6 SHEET LA500
C4	CONCRETE APRON	10 SHEET LA500
E1	RELOCATED LIGHT POLE ON NEW FOUNDATION. INTERCEPT EXISTING CONDUIT AND RELOCATE UNDER NEW SIDEWALK.	
F1	PAVEMENT MARKINGS	
L1	TREE LAWN. REPLACE SOD.	

- LAYOUT GENERAL NOTES:**
- UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE TO THE FOLLOWING: FACE OF WALL, FACE OF BUILDING, FACE OF CURB, EDGE OF PAVEMENT, CENTERLINE OF PAVEMENT
 - ALL EDGES OF PAVEMENTS ARE TO BE STRAIGHT (OR OF CONSISTENT RADIUS IN THE CASE OF CURVES) AS SHOWN HEREON; NO UNSPECIFIED TANGENTS OR KINKS WILL BE APPROVED.
 - EDGES OF PAVEMENTS AT RIGHT-OF-WAY LINES ARE SHOWN AS ACCURATELY AS POSSIBLE. SOME MINOR DEVIATIONS AND OFFSETS IN BUILDING FACADES AND ADJACENT CONSTRUCTION ARE EXPECTED. CONTRACTOR IS RESPONSIBLE FOR EXTENDING PROPOSED PAVEMENTS TO FACE OF ALL ADJACENT BUILDINGS, WALLS, AND CURBS EVEN IF SAID ELEMENTS ARE OUTSIDE THE PUBLIC RIGHT-OF-WAY.

PREPARED BY:



REUNDELL ERNSTBERGER ASSOCIATES
 URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE
 815 W MARKET ST. STE 504 / LOUISVILLE, KENTUCKY 40202
 P 502.561.8676 / REASITE.COM

PREPARED FOR:

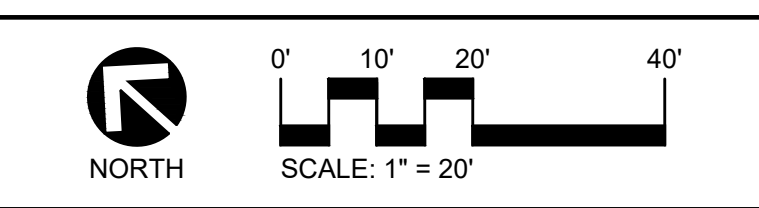
CITY OF EVANSVILLE
 DEPARTMENT OF METROPOLITAN DEVELOPMENT
 306 Civic Center Complex
 1 N.W. Martin Luther King Jr. Boulevard
 Evansville, Indiana 47708

CONSULTANT:

PROJECT:

2024 STREETSCAPE MAINTENANCE PLANS
 EVANSVILLE, INDIANA

MEDICAL DISTRICT STREETSCAPES



REVISIONS:

NO.	BY	DESCRIPTION	DATE

THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS INCLUDING THOSE IN ELECTRONIC FORM PREPARED BY REA FOR THIS PROJECT ARE INSTRUMENTS OF SERVICE AND MAY BE USED SOLELY WITH RESPECT TO THIS PROJECT. THE DOCUMENTS MAY NOT BE REPRODUCED OR MODIFIED BY A THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF REA. AUTHORIZED USE OF ELECTRONIC MEDIA OR FILE DOES NOT GUARANTEE THAT THESE FILES CONTAIN COMPLETE AND ACCURATE INFORMATION. IN ORDER TO INSURE THE ACCURACY OF THE INFORMATION CONTAINED AND THAT NO CHANGES OR MODIFICATIONS HAVE BEEN MADE, THESE FILES MUST BE COMPARED TO THE PROJECTS CONTRACT DOCUMENTS WITH STAMPED AND SEALED CERTIFICATION AND APPLICABLE APPROVED MODIFICATIONS.

DRAWING NAME: **KEYNOTE PLAN**
6TH STREET
WALNUT ST TO CHESTNUT ST

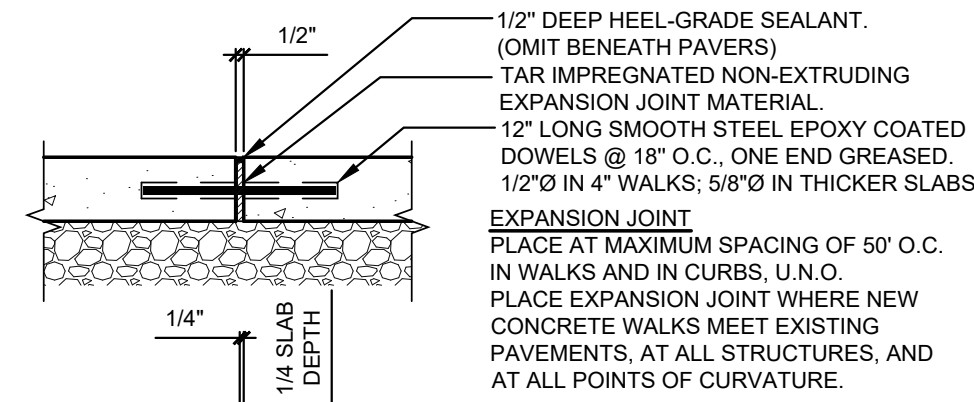
CERTIFICATION:

REA PROJECT #:	2024-1740
DATE:	06/05/2024
DRAWN BY:	AG
REVIEWED BY:	PA

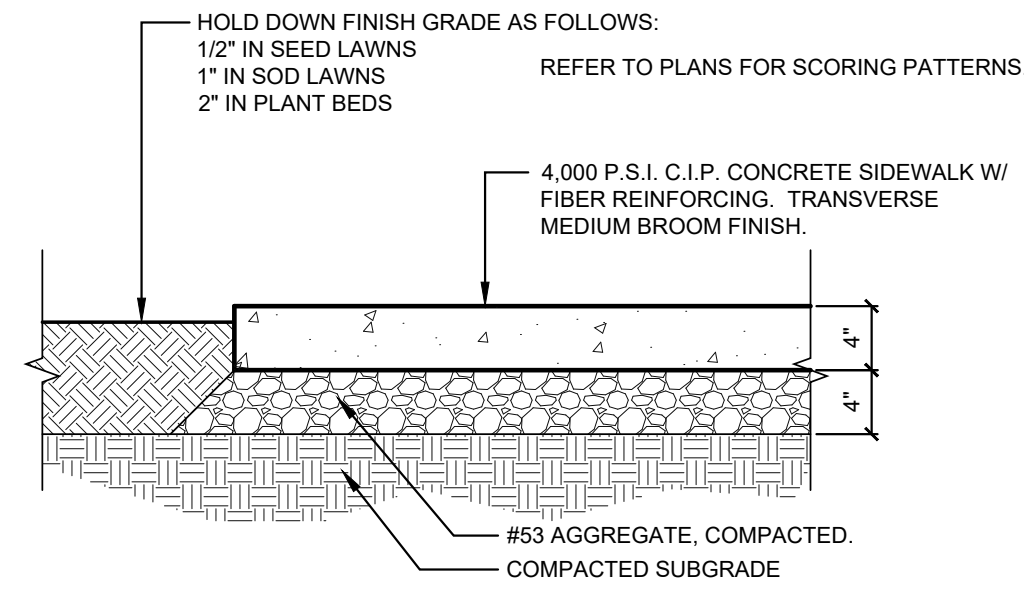
DRAWING:

LA200

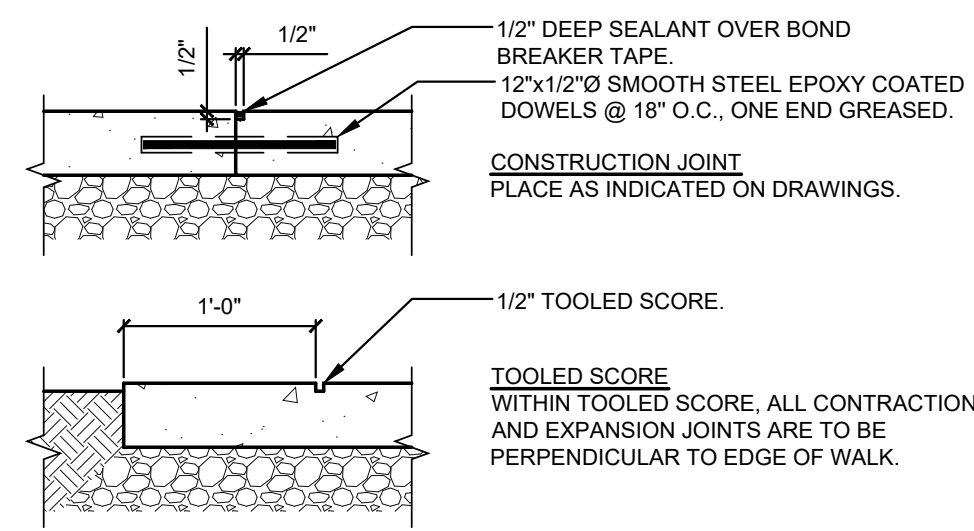
- NOTES:
- EXPANSION JOINT MATERIAL SHALL BE "ZIP-STRIP" EXPANSION MATERIAL WITH REMOVABLE CAP BY GREENSTREAK OR APPROVED EQUAL.
 - ELIMINATE TOOL MARKS ON ALL CONCRETE SURFACES. REMOVE TROWEL MARKS ON BOTH SIDES OF ALL JOINTS AND EDGINGS, LEAVING ONLY THE RADIUS SMOOTH.
 - ALL CONTRACTION AND EXPANSION JOINTS ARE TO BE PERPENDICULAR TO THE EDGE OF WALK.
 - ALIGN JOINTS IN CURBS AND ADJACENT WALKS.
 - IF JOINTING IS NOT SHOWN OR NOTED ON PLANS, PROVIDE A CONCRETE JOINTING SHOP DRAWING TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO ANY POURING.



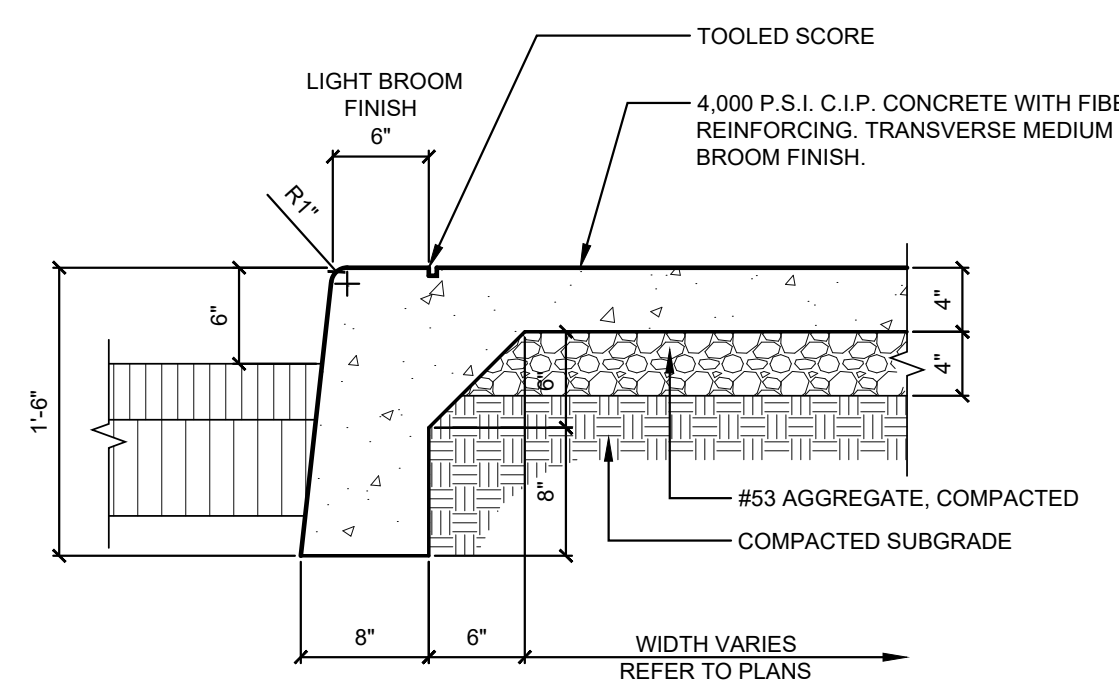
1 CONCRETE JOINTING DETAIL
SCALE: 1" = 1'-0"



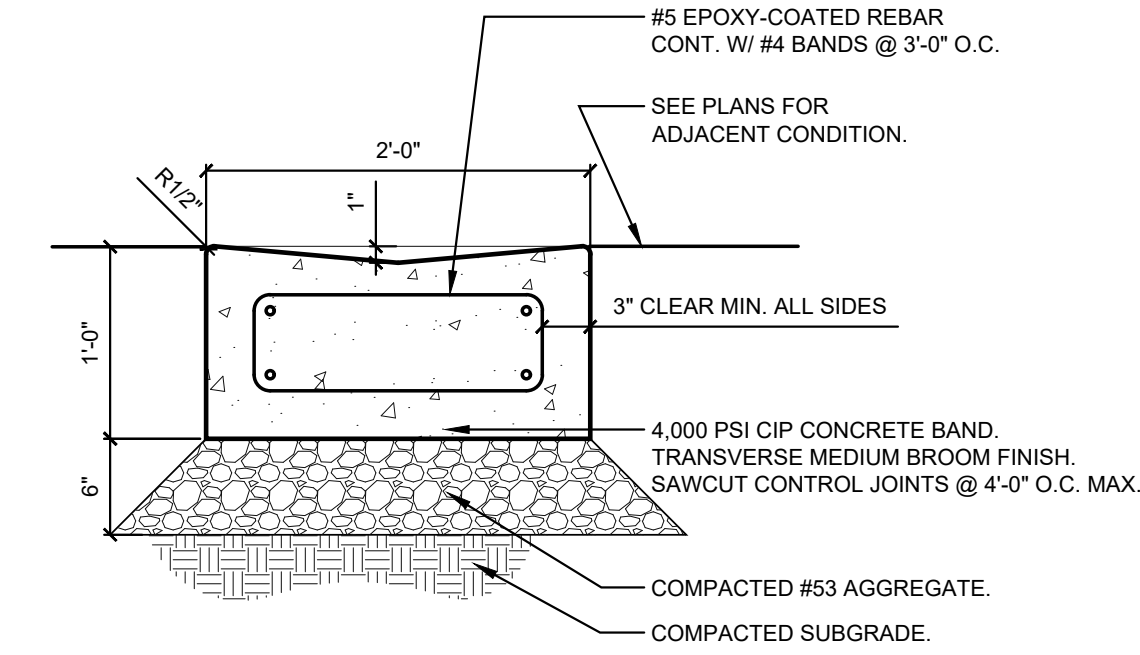
2 CONCRETE SIDEWALK PAVEMENT
SCALE: 1" = 1'-0"



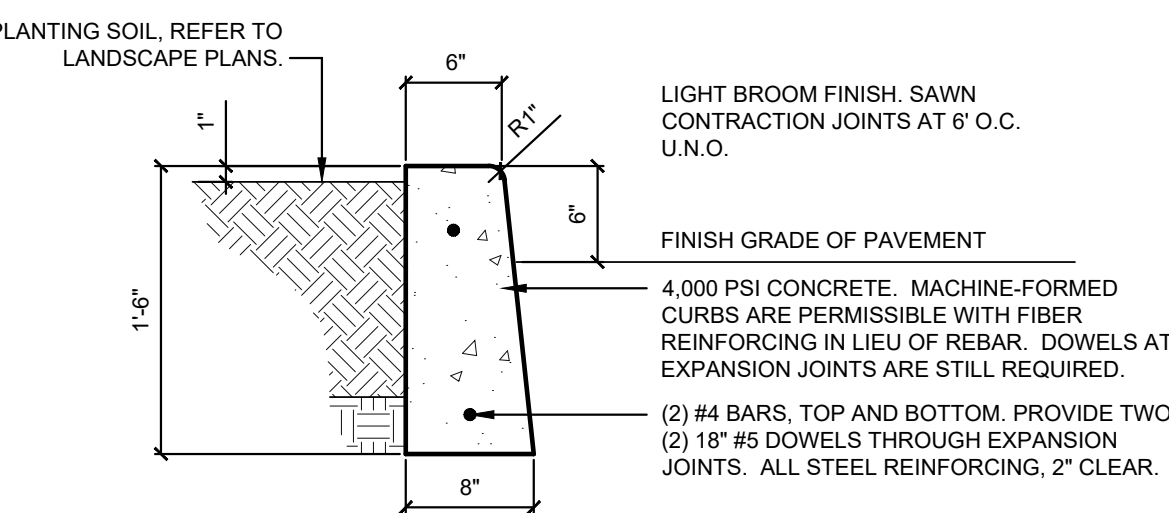
3 CONCRETE BARRIER CURB
SCALE: 1" = 1'-0"



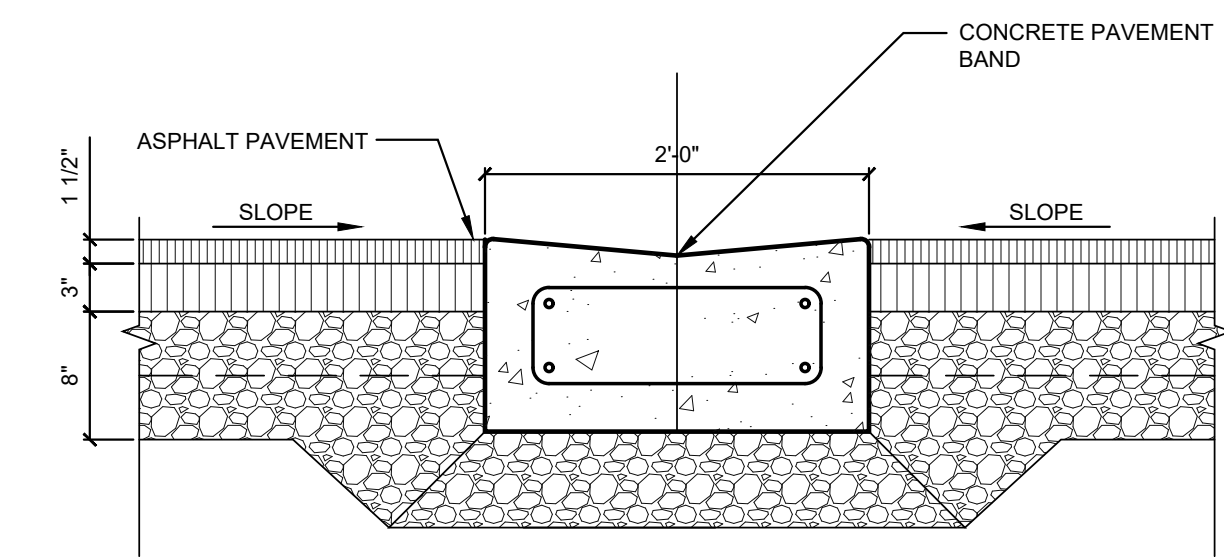
4 CONCRETE CURB AND WALK, INTEGRAL
SCALE: 1" = 1'-0"



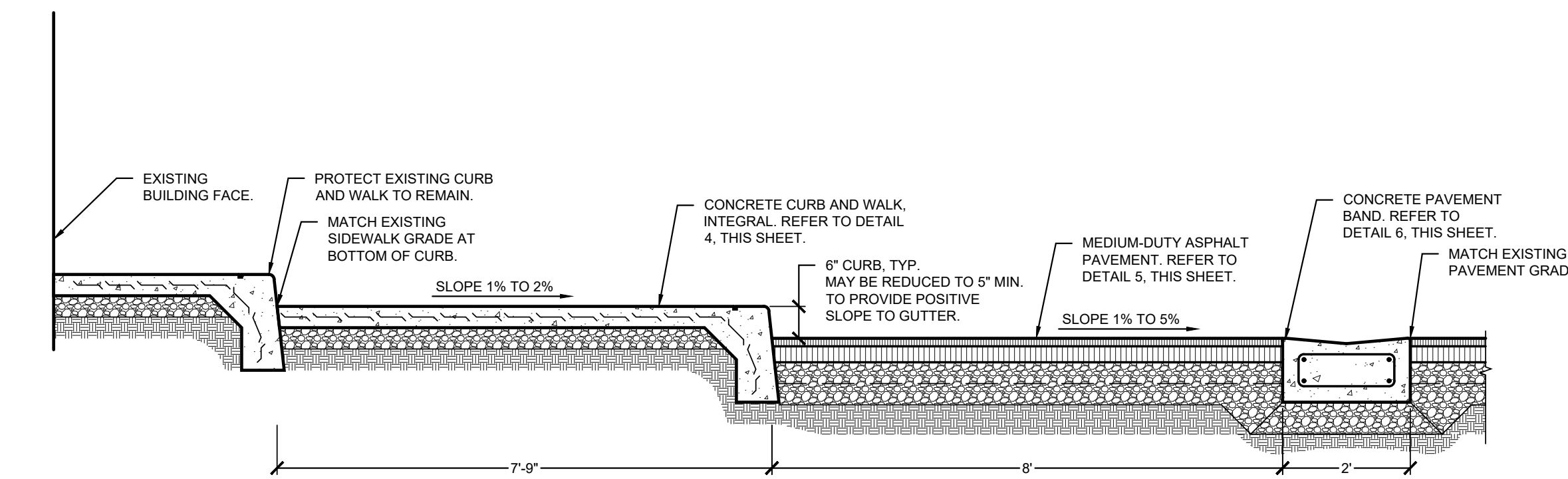
6 CONCRETE PAVEMENT BAND
SCALE: 1" = 1'-0"



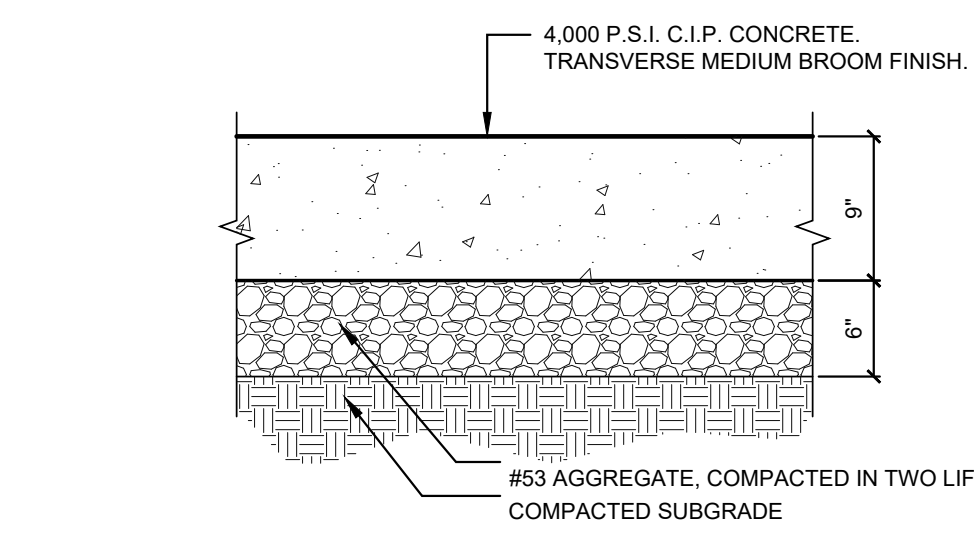
5 MEDIUM-DUTY ASPHALT PAVEMENT
SCALE: 1" = 1'-0"



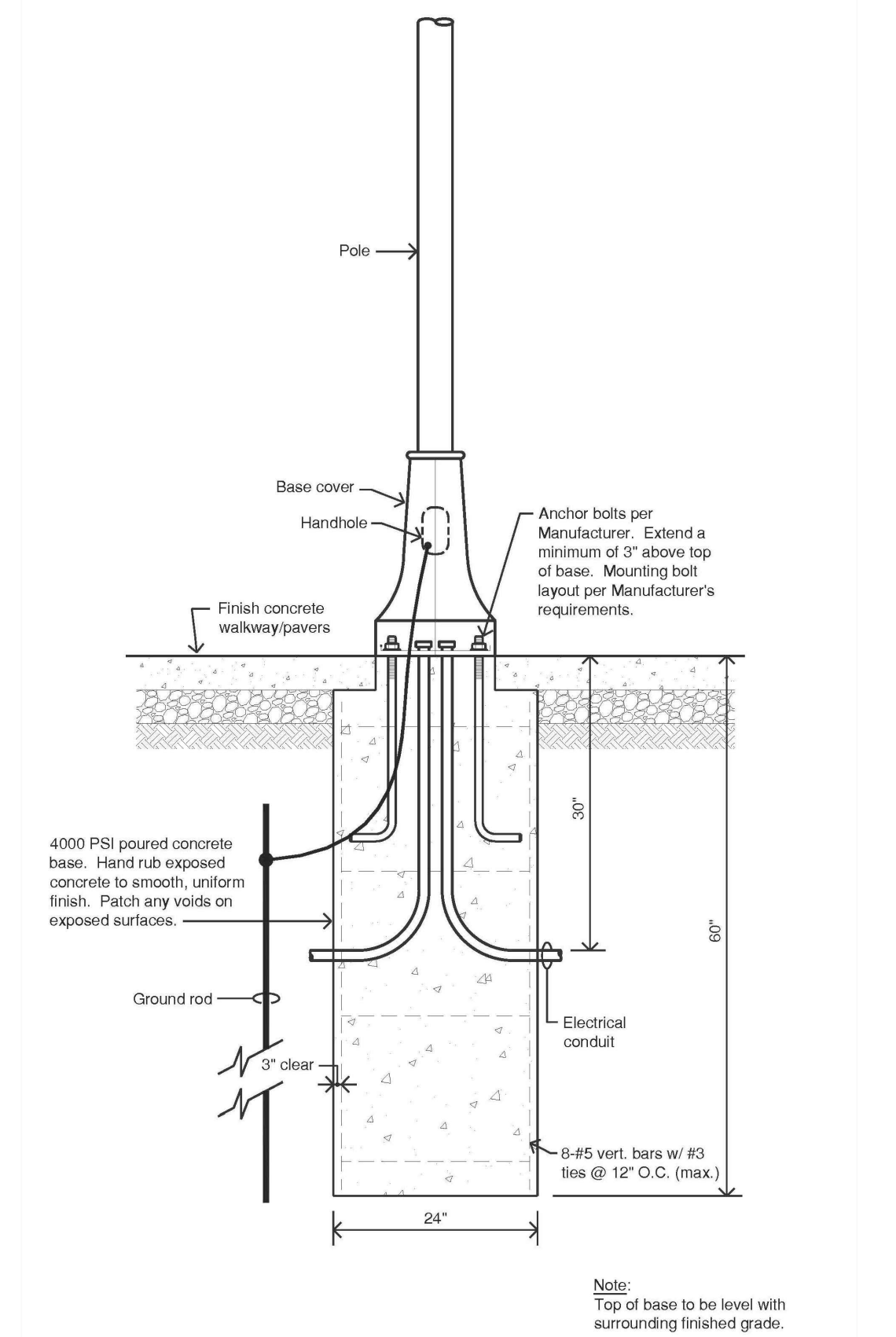
7 CONCRETE BAND AT PARKING LANE
SCALE: 1" = 1'-0"



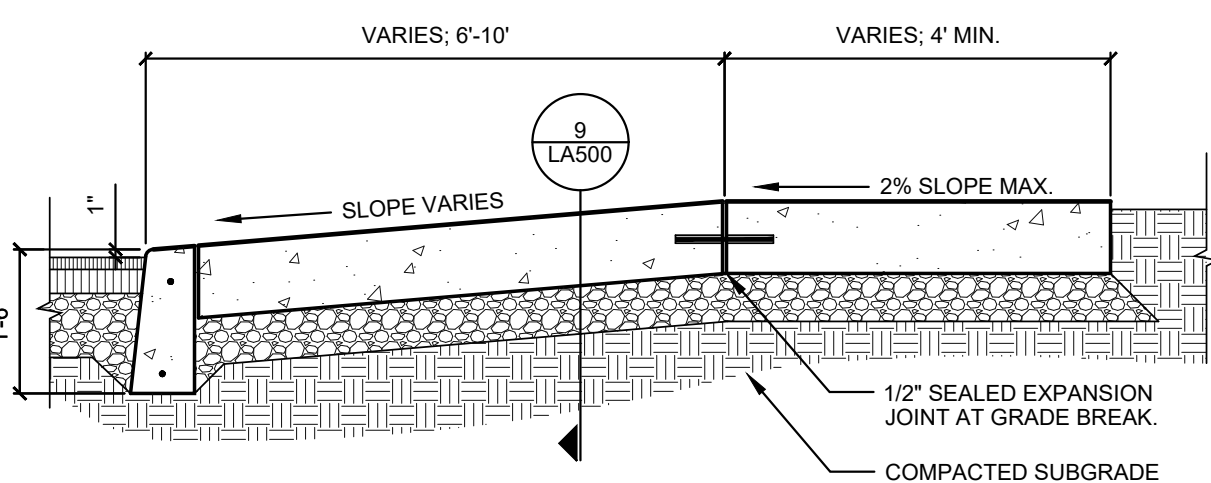
8 TYPICAL CROSS SECTION
SCALE: 1/2" = 1'-0"



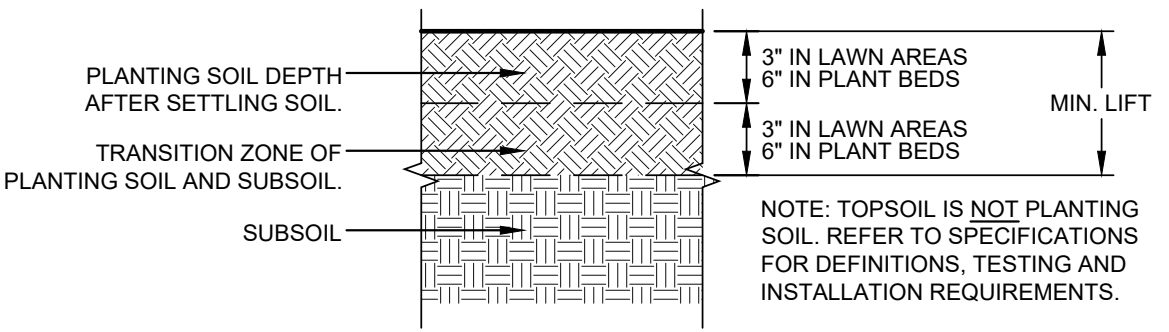
9 CONCRETE PAVEMENT, VEHICULAR
SCALE: 1" = 1'-0"



12 POLE BASE DETAIL
SCALE: NONE
(CONCRETE WALK/PAVER APPLICATION)



10 CONCRETE APRON AND ACCESSIBLE ROUTE
SCALE: 1/2" = 1'-0"



11 PLANTING SOIL DETAIL
SCALE: 1" = 1'-0"

PREPARED BY:

REUNDELL ERNSTBERGER ASSOCIATES
URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE
815 W MARKET ST. STE 504 / LOUISVILLE, KENTUCKY 40202
P 502.561.8676 / REASITE.COM

PREPARED FOR:

CITY OF EVANSVILLE
DEPARTMENT OF METROPOLITAN DEVELOPMENT
306 Civic Center Complex
1 N.W. Martin Luther King Jr. Boulevard
Evansville, Indiana 47708

CONSULTANT:

PROJECT:

**2024 STREETSCAPE
MAINTENANCE PLANS
EVANSVILLE, INDIANA**

MEDICAL DISTRICT STREETSCAPES

REVISIONS:

NO.	BY	DESCRIPTION	DATE

THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS INCLUDING THOSE IN ELECTRONIC FORM PREPARED BY REA FOR THIS PROJECT ARE INSTRUMENTS OF SERVICE AND MAY BE USED SOLELY WITH RESPECT TO THIS PROJECT. THE DOCUMENTS MAY NOT BE REPRODUCED OR MODIFIED BY A THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF REA. AUTHORIZED USE OF ELECTRONIC MEDIA OR FILE DOES NOT GUARANTEE THAT THESE FILES CONTAIN COMPLETE AND ACCURATE INFORMATION. IN ORDER TO INSURE THE ACCURACY OF THE INFORMATION CONTAINED AND THAT NO CHANGES OR MODIFICATIONS HAVE BEEN MADE, THESE FILES MUST BE COMPARED TO THE PROJECTS CONTRACT DOCUMENTS WITH STAMPED AND SEALED CERTIFICATION AND APPLICABLE APPROVED MODIFICATIONS.

DRAWING NAME:

SITE DETAILS

CERTIFICATION:

REA PROJECT #: 2024-1740
DATE: 06/05/2024
DRAWN BY: AG
REVIEWED BY: PA

DRAWING:

LA500

Indiana Department of Revenue
General Sales Tax Exemption Certificate

Indiana registered retail merchants and businesses located outside Indiana may use this certificate. The claimed exemption must be allowed by Indiana code. Exemption statutes of other states are not valid for purchases from Indiana vendors. **This exemption certificate can not be issued for the purchase of Utilities, Vehicles, Watercraft, Aircraft, or Gasoline. In addition, this exemption certificate may not be issued by a nonprofit organization.** Purchaser must be registered with the Department of Revenue or the appropriate taxing authority of the purchaser's state of residence.

Sales tax must be charged unless all information in each section is fully completed by the purchaser. Purchasers not able to provide all required information must pay the tax and may file a claim for refund (Form GA-110L) directly with the Department of Revenue. A valid certificate also serves as an exemption certificate for (1) county innkeeper's tax and (2) local food and beverage tax.

Section 1 (print only)

Name of Purchaser: CIVIL CITY OF EVANSVILLE

Business Address: 1 NW MLK JR. BLVD. City: EVANSVILLE State: IN ZIP Code: 47708

Purchaser must provide minimum of one ID number below.*

Provide your Indiana Registered Retail Merchant's Certificate TID and LOC Number as shown on your Certificate.

TID Number (10 digits): 0003120554 - LOC Number (3 digits): 002

If not registered with the Indiana DOR, provide your State Tax ID Number from another State
***See instructions on the reverse side if you do not have either number.**

State ID Number: _____ State of Issue: _____

Section 2

Name of Seller: _____

Address of Seller: _____ City: _____ State: _____ ZIP Code: _____

Section 3

Is this a blanket purchase exemption request or a single purchase exemption request? (check one)

Description of items to be purchased: _____

Section 4

Purchaser must indicate the type of exemption being claimed for this purchase. (check one or explain)

Sales to a retailer, wholesaler, or manufacturer for resale only.

Sale of manufacturing machinery, tools, and equipment to be used directly in direct production.

Sales of tangible personal property predominately used (greater than 50 percent) in providing public transportation - provide USDOT Number. A person or corporation who is hauling under someone else's motor carrier authority, or has a contract as a school bus operator, must provide their SSN or FID Number in lieu of a State ID Number in Section 1.

USDOT Number: _____

Sales to persons, occupationally engaged as farmers, to be used directly in production of agricultural products for sale.
Note: A farmer not possessing a State Business License Number may enter a FID Number or a SSN in lieu of a State ID Number in Section 1.

Sales to a contractor for exempt projects (such as public schools, government, or nonprofits).

Sales to Indiana Governmental Units (agencies, cities, towns, municipalities, public schools, and state universities).

Sales to the United States Federal Government - show agency name. _____
Note: A U.S. Government agency should enter its Federal Identification Number (FID) in Section 1 in lieu of a State ID Number.

Other - explain. _____

Section 5

I hereby certify under the penalties of perjury that the property purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act, Indiana Code 6-2.5, and the item purchased is not a utility, vehicle, watercraft, aircraft, or gasoline. I further attest that the property purchased is not being purchased by a nonprofit organization.

I confirm my understanding that misuse, (either negligent or intentional), and/or fraudulent use of this certificate may subject both me personally and/or the business entity I represent to the imposition of tax, interest, and civil and/or criminal penalties.

Signature of Purchaser: [Signature] Date: _____

Printed Name: ROBERT GUNTER Title: CITY CONTROLLER