

# City of Evansville



## Invitation for Bids

Station #16 Renovations Revised

FOR

Evansville Fire Department

Issue Date: November 15, 2024

Issued By: Evansville Fire Department

Transmitted Via: Purchasing Department Webpage

<https://www.evansvillegov.org/city/department/division.php?structureid=133>

Bids Due: December 4, 2024, 1:00PM CDT at 1 NW Martin Luther King Jr. Blvd. Room  
301 Evansville, IN

November 15, 2024

## **NOTICE TO BIDDERS**

On behalf of the Board of Public Safety (“Board”), City of Evansville-Vanderburgh County Purchasing Department is soliciting sealed competitive bids from qualified Contractors for IFB-011-02-2024 Evansville Fire Department (“EFD”) Administration Building Renovations.

Sealed bids will be received in Room 301, Civic Center Complex, 1 N.W. Martin Luther King, Jr. Boulevard, Evansville, Indiana 47708 at 1:00 P.M. on Wednesday, December 4, 2024. The bids will be publicly opened and read aloud at the Board of Public Safety meeting.

Bids to be submitted prior to the scheduled bid opening shall be submitted to the Purchasing Department Room 323 of the Civic Center Complex, 1 N.W. Martin Luther King Jr. Boulevard, Evansville, Indiana 47708. Bids submitted to the Purchasing Department shall be submitted prior to 12:45 P.M. on Wednesday, December 4, 2024.

**Bids Due: Wednesday December 4, 2024, at 1:00 PM CST**

## **INTRODUCTION**

The Evansville Fire Department (“EFD”) is soliciting competitive bids from licensed contractors for locker room repairs and renovations at the EFD Administration Building located at 6521 Washington Ave., Evansville, IN 47715. Your company, among others, is invited to submit a bid on a competitive basis in the format described in this Invitation for Bids (“IFB”). This IFB establishes requirements and defines responsibilities of the proposing Respondent (hereinafter “Respondent” or “Contractor”) to perform all phases of renovations and repairs at said location.

## **PROJECT OVERVIEW:**

- Perform renovations at the existing EFD Fire Station #16 to: Convert the large, open dormitory into 10 partitioned firefighter bunks; Expand the fitness area by converting the existing storage area to conditioned space; Modify Battalion Chief toilet room to provide a new corner shower unit; and provide services for a new clothes dryer unit. The existing HVAC system and lighting will be modified and supplemented. Local building permits and fees shall be obtained and paid for by the Contractor. Owner shall provide the State Construction Design Release if applicable.

## **SITE WORK:**

- Not Applicable.

## **DORMITORY RENOVATIONS:**

- Perform limited demolition as indicated.

- Modify existing HVAC ductwork and diffusers to remain.
- Construct new bunk room partial height partitions, with doors.
- Modify existing lighting and electrical work as indicated.
- Provide new finishes as indicated.
- Provide new ductless HVAC units at fitness area.
- Perform all Plumbing, Mechanical and Electrical work indicated on the drawings.

**BATTALION CHIEF'S TOILET ROOM (ADD ALTERNATE):**

- Remove existing water closet and accessories. Store accessories for re-installation.
- Demo floor as required to install new shower drain and new water closet location under slab piping.
- Install new corner shower unit as indicated.
- Provide plumbing and electrical work for new fixtures as indicated, including water heater.
- Install new flooring and base as required to match existing construction as closely as possible.

**CLOTHES DRYER SERVICES (ADD ALTERNATE):**

- Provide vent and electrical outlet for a new clothes dryer location in mechanical room.
- Dryer furnished and installed by the Owner.

**WORK BY THE OWNER:**

- Furnish and install locker units.
- Furnish and install bed units.
- Furnish and install all other furniture.
- Furnish and install carpet tile flooring.
- All "Big Phone" relocation work.
- Minor demolition work as indicated on the drawings.

**GENERAL REQUIREMENTS**

1. The responsibilities of the Contractor include, but shall not be limited to, the following:
2. The Contractor shall purchase all items needed to provide services.
3. The Contractor will furnish all tools and labor required for service.
4. The Contractor shall coordinate with Jarrod Brown ([jmbrown@evansvillefiredepartment.com](mailto:jmbrown@evansvillefiredepartment.com)) for time and space to complete all work required.
5. Contractor will be responsible for any needed traffic control (vehicular and/or pedestrian) during construction.
6. Contractor must possess the required local licensing (Roofing, Electrical, and any others that pertain to work on this project at the time of bid opening, per Evansville Municipal Code 3.95.030.
7. Prime Contractors are required to be designated as a Responsible Bidder at the time of bid submission for any bid over \$150,000 per Evansville Municipal Code 3.95.040. Submittal requirements of subcontractors may be provided immediately after bid award, but prior to the execution of a contract.
8. Prime Contractors are required to adhere the Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) initiative per Evansville Municipal Code 3.90.110; likewise, Prime

Contractors are required to submit, as necessary, the included Supplement to the General Conditions for Minority and Women Business Enterprise Program.

9. Contractor must have a written drug testing program in place at the time of bid submission for any bid over \$10,000 per Evansville Municipal Code 3.95.020.
10. Awarded Contractor must carry the required insurance throughout the bidding process until completion of this project listed in the General Conditions.

#### **CONTACT WITH MUNICIPAL EMPLOYEES**

To ensure a fair and objective evaluation of all bids, Vendors are required to submit all inquiries in writing to Dachenae Streeter (Director of Purchasing) [dstreeter@evansville.in.gov](mailto:dstreeter@evansville.in.gov), The email should be titled "*Station #16 Renovations*".

Inquiries shall be submitted no later than eight (8) days prior to the stated opening time and date. This is to allow for ample time to respond and disseminate to all perspective parties.

All changes in specifications shall be in writing in the form of an addendum and furnished to all contractors. Verbal information obtained otherwise will not be considered in awarding of quotes. No changes to specifications will be permitted within seven (7) days prior to the quote opening.

#### **BID SUBMITTAL**

1. ALL BIDS MUST BE RECEIVED ON OR BEFORE THE TIME AND DATE INDICATED IN THE NOTICE TO RESPONDENTS. Late bids will not be considered and will be returned, unopened, to the Respondent. The responsibility for submitting bids to the City is solely that of the Respondent. The City will not be responsible for delays in mail delivery or delays caused by any other occurrence. LATE BIDS WILL NOT BE ACCEPTED.
3. Respondents shall submit an original, one (1) copy, and one copy of all proposal documents on a thumb drive.
4. Respondents are required to provide all requested information. Submittals shall be submitted in a sealed envelope with Respondent's name, business address, bid title, and date and time of opening on the front of the envelope. Only information provided inside this envelope will be considered, unless otherwise instructed. Failure to follow this instruction or any other instruction contained in this Request for bids may result in the rejection of your bid.
5. Bid modifications are not allowed. Complete withdrawal or complete exchange of bid submission is acceptable if done before scheduled bid opening.
6. Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid, or any exceptions or irregularities of any kind. Please be advised that any

alterations, changes in format, etc., will make it difficult to evaluate bids and may lead to confusion. All items should be bid in the units, quantities, and units of measurements specified. Do not submit alternate bids unless requested.

7. Do not include taxes in bid figures—the City is exempt from state and federal taxes. An exemption certificate will be provided upon request.

#### **COSTS OF BID PREPARATION AND SUBMISSION**

Contractor(s) shall be responsible for all costs incurred in order to prepare and submit their response.

#### **RIGHT OF REJECTION**

The Board of Public Safety reserves the right to reject any one or all bids and to award to the lowest responsive, responsible Respondent. The Board additionally reserves the right to award the contract in the best interest of the City.

Furthermore, the Board of Public Safety reserves the right to hold the bid of the three (3) lowest Respondents for a period sixty (60) calendar days from and after the time of the bid opening.

#### **DEFAULT AND TERMINATION OF CONTRACT**

Should the successful Respondent fail to correct any condition which is in violation of the terms of the contract(s), within 24 hours after having been notified by the Board of Public Safety, the Board of Public Safety may declare the contract(s) in default and terminate same immediately. Continuous failure to comply with the terms of the contract(s) or failure to correct problems brought to the attention of the successful Respondent shall be grounds for the Board of Public Safety to terminate the contract(s).

#### **WITHHOLDING PAYMENT**

In the event a contract is cancelled under any provision herein, the Board of Public Safety may withhold from the successful Respondent any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

#### **INDEMNIFICATION**

The successful Respondent shall indemnify and hold harmless the Board of Public Safety, City of Evansville, and the Evansville Fire Department, its participating members and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work; and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or

anyone for whose acts any of them may be liable.

In any and all claims against the Board of Public Safety, City of Evansville, Evansville Fire Department, or any of its members, agents or employees by any employee of the successful Respondent, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful Respondent or any subcontractor under Workmen's Compensation Acts, Disability Acts or other Employee Benefit Acts.

### **SUBCONTRACTORS**

The Board intends to contract with one prime Contractor who will be solely responsible for contractual performance. In the event the prime Contractor utilizes one or more subcontractors, the prime Contractor will assume any and all responsibility for performance of services by the subcontractor(s). Additionally, the City of Evansville must be named as a third-party beneficiary in all subcontracts.

A list of all subcontractors proposed to take part in the performance of the contract must be provided to the City of Evansville for approval prior to contract execution. This request may require that sufficient financial or background information pertaining to included subcontractors be provided.

The City of Evansville reserves the right to limit and/or reject any and all subcontractors.

### **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). Contractors are 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.

### **TAXES**

The City of Evansville is exempt from Federal, State, and Local Taxes and will not be responsible for any such taxes in connection with the award or performance of this contract.

### **LICENSES AND PERMITS**

The successful Respondent or Respondents shall furnish the City of Evansville upon request any and all

documentation regarding licenses, permits, certifications and/or registrations required by the laws and regulations of the City of Evansville, Vanderburgh County, the State of Indiana and the United States of America.

The Provider certifies that it is now and will remain in good standing with the aforementioned governmental agencies and that it will maintains its licenses, permits, certifications and/or registrations in force during the term of the contract/agreement with the City of Evansville, Vanderburgh County, Indiana.

**CHOICE OF LAW AND VENUE**

Any and all actions or proceedings arising out of, or related to, this Bid and any resulting contract shall be governed by and construed in accordance with the laws of the State of Indiana. Submission of this bid by Respondent constitutes consent and stipulation to jurisdiction and venue in the courts of Vanderburgh County, Indiana, concerning all litigation and proceedings arising out of or related to this Bid and any resulting contract.

**DRUG TESTING POLICY**

The City of Evansville Municipal Code, Chapter 3.95.020, establishes a requirement of a “Random Drug Testing Program” applicable to public works projects (construction-type contracts) where the cost of the contract is more than Ten Thousand Dollars (\$10,000). The Contractor shall submit a copy of the written random drug-testing plan for the Contractor and any proposed Subcontractor(s) with the bid. Failure to provide evidence of the Contractor’s random drug testing policy or program shall result in a rejection of the bid. Submitting false information concerning compliance with the requirements of this chapter shall result in the rejection of the bid or cancellation of the Contract if an award has been made prior to determining the

information is false by the Board, Commission, or Agency. In such event, the Contractor shall be paid only for the work done prior to cancellation of the Contract.

**MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION**

The City of Evansville formally adopted a Minority and Women Business Utilization Plan illustrating a commitment to achieving significant utilization of Minority and Women Business Enterprises (M/WBE) in the community’s purchasing efforts. Goals have been established to provide an atmosphere of equal opportunity for all Respondents and to prohibit discrimination in all aspects of the public operations including the purchasing of products, services, and public works contracts. (See City of Evansville Municipal Code 3.90.110-180.)

**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 its 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 Contractor, the City of Evansville (the "Owner"), as an additional insured, and any Subcontractor(s) performing Work under this Contract, from claims for damage for personal injury, occupational sickness or disease, including accidental death, as well as the claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor(s), or by any one directly or indirectly employed by either of them. The amounts of such insurance shall be as required by law. The Owner shall have the right to reject the insurance carrier selected by the Contractor.

No Work shall commence prior to the Owner receiving a certificate of insurance verifying the coverages to be provided as defined herein. In the absence of regulations, the amounts of coverage shall be as follows:

General Aggregate:	Not Less Than \$2,000,000
Products & Completed	Not Less Than \$2,000,000
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 commerce prior to the Owner receiving a certificate of insurance verifying the coverages provided herein.



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

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 Contract 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.

#### **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.

#### **ADVERSARIAL PARTIES**

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

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

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

#### **AWARD OF CONTRACT**

It is the intent of the Board to enter into a contract with a provider that will emphasize administrative efficiencies, and possess the capacity, infrastructure and organizational competence to perform required functions necessary for managed care under this bid.

Award recommendations are contingent upon an initial evaluation of the Contractor's qualifications to determine if the Contractor is a quality service provider. The Contractor's policies and procedures may be evaluated as a further

determination of quality.

The process of evaluating each Contractor's bid may involve interviews with a random sampling of the Contractor's current and previous customers. This is not an exclusive criterion for awarding the contract.

## GENERAL CONDITIONS

### I. DEFINITIONS

The Contract Documents consist of the Contract, the Notice to Bidders, the Bid Proposal, the Instructions to Bidders, the General Conditions, the Special Conditions, the Special Provisions, the Project Drawings, the Standard Drawings and the Specifications.

The Contract shall consist solely of all written terms of this written agreement, entered into by and between the Owner and by the Contractor in the performance of the Work and the payment therefore and the Contract Documents. This Contract and the Contract Documents supersedes any prior agreements, written or oral, between the Owner and the Contractor.

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

- a) Project                                The entire improvement proposed by the Owner to be constructed in whole or in part pursuant to the Contract.
- b) Owner                                 The City of Evansville, acting by and through the lawful conduct of the appropriate Board or Commission.
- c) Contractor                            The person, persons, firms or corporations to whom the Contract is awarded by the Owner, including all agents, employees, workmen or assignees of said Contractor.
- d) Subcontractor                        A person, firm, or corporation other than the Contractor, who supplies labor, workmen and materials, or labor only, or work at the site of the Project at the request of the Contractor.
- e) Work                                    All work, including materials, labor, supervision, use of tools, etc., necessary to complete the Project in full compliance with the terms of the Contract, including work performed by the Contractor and his Subcontractor(s).
- f) Engineer                                Hafer Architects 21 SE Third Street, Suite 800 Evansville, IN 47708. Phone 812-422-4187
- g) Surety                                  The person, firm or corporation that has executed, as surety, the Contractor's Performance Bond, securing the Contractor's performance of the Contract.
- h) Affected County                      Vanderburgh County or an adjacent county.
- i) E-Verify Program                      An electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.403(a), as amended, operated by the United States Department of Homeland Security or successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603).

j.) Local Indiana Business A business whose principal place of business is in an Affected County; a business that pays a majority of its payroll (in dollar volume) to residents of Affected Counties; or a business that employs residents of Affected Counties as a majority of its employees.

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

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

## 2. INTENT OF CONTRACT DOCUMENTS

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

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

## 3. CONTRACT DRAWINGS AND SPECIFICATIONS

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

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

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

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

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

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

## 4. OWNERSHIP OF DRAWINGS

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

#### 5. CONTRACT SECURITY

Contractors responding to the bid are required to submit a **Bid Bond** or a Certified Check pursuant to the provisions of I.C. 36-1-12-4.5, in the amount of five percent (5%) of the total bid proposal as a guarantee that all provisions of the specifications shall be met. The bond or certified check shall be made payable to the City of Evansville. All bonds or checks of unsuccessful bidders will be returned to the unsuccessful Contractor(s) after award of purchase by the Owner and to the successful Contractor(s) after the Performance Bond has been received and accepted.

The successful Contractor shall be required to execute a **Payment Bond** pursuant to the provisions of I.C. 36-1-12-13.5 for the benefit of the Owner, the Subcontractors, material suppliers and other service providers in an amount equal to the contract price with such sureties as shall be acceptable to Owner, prior to the beginning of the work. The payment bond shall be binding on the Contractor, the subcontractor(s), and their successors and assigns for the payment of all indebtedness to all persons for labor and services performed, materials furnished, or services rendered. The surety of the payment bond may not be released until one (1) year after the board's final settlement with the Contractor.

The successful Contractor shall furnish and pay for an approved one hundred percent (100%) **Performance Bond** (Indiana Form 86A) pursuant to the provisions of I.C. 36-1-12-14 covering the faithful performance of the Contract and the payment of all obligations arising thereunder, with such sureties as the Owner may approve, prior to work beginning. The Performance Bond serves as a guarantee that all provisions of the bid, the attached specifications and resulting Contract shall be met. The surety of the performance bond may not be released until one (1) year after the date of the board's final settlement with the Contractor.

#### 6. OR EQUAL CLAUSE

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

#### 7. CONTRACTOR'S INSURANCE

The Contractor shall not commence any Work under this Contract until he has obtained insurance of the types and in the amounts required by this Section, nor shall the Contractor allow any subcontractor(s) to commence any Work on his Subcontract until all insurance required of the subcontractor(s) has been obtained. The Contractor shall be responsible for verifying the acquisition and maintenance of said insurance by any subcontractor(s) hired by the Contractor. The Contractor shall name the City of Evansville as additionally 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 (CGL) Insurance: The Contractor shall furnish and maintain, at the Contractor's expense during the life of the Contract, such Commercial General Liability Insurance as shall protect him, the Owner, as an additional insured, and any Subcontractor(s) performing Work under this Contract, from claims for damage for personal injury, occupational sickness or disease, including accidental death, as well as the claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor(s), or by any one directly or indirectly employed by either of them. The amounts of such insurance shall be as required by law. The Owner shall have the right to reject the insurance carrier selected by the Contractor.

No Work shall commence prior to the Owner receiving a certificate of insurance verifying the coverages to be provided as defined herein.

In the absence of regulations, the amounts of coverage shall be as follows:

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

**Umbrella/Excess Liability:** The Contractor shall furnish and maintain Umbrella and/or Excess Liability, over and above the limits noted above in the CGL section of this agreement, with limits of at least \$3,000,000 per occurrence with a corresponding \$3,000,000 Aggregate limit. This limit shall be reflected on a submitted Certificate of Insurance with all Additional Insured and Indemnification language to correspond and follow all underlying terms and conditions of the CGL policy.

**Worker's Compensation Insurance:** The Contractor shall furnish certificates from the Worker's Compensation Board of Indiana, or its successor, that he is fully covered by Worker's Compensation and Occupational Diseases insurance, on all Employees on the Project. The Contractor shall maintain said coverage for the life of the Contract. The same requirements pertain to any Subcontractor(s). The Contractor shall be responsible for verifying that all Subcontractor(s) have Workmen's Compensation and Occupational Insurance Coverage. No Work shall commence prior to the Owner receiving a certificate of insurance verifying the coverages provided herein. For any work to be conducted or performed on or over navigable waters, the Workers Compensation certificate must include proof of coverage to include related to the United States Longshore and Harbor (USL&H) Workers Compensation Act as defined in U.S. Code 33, Chapter 18.

**Errors & Omissions (E&O) Liability for Specified Contractor Types:** In addition to provision of General Liability and Workers Compensation Insurance, for work to be performed by "professional" services entities (i.e. – Architects, Engineers, Surveyors, Inspection Services), proof should be provided indicating coverage for Professional Liability indicating limits of not less than \$1,000,000 per occurrence with a corresponding \$1,000,000 Aggregate limit.

**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 a 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 Contract for the Owner. The Contractor shall be responsible for notifying all insurance carriers of this contract provision and shall be liable to the Owner for any failure to so notify and advise any insurance carrier of this provision.

#### 8. PROOF OF INSURANCE

The Contractor shall furnish the Owner with satisfactory proof of coverage of the insurance required, in a reliable company or companies to be approved by the Owner, licensed to do business in the State of Indiana, before commencing any Work. Such proof shall consist of certificates executed by the respective insurance companies, filed with the Owner. The certificates of insurance shall show the name and address of the Company, expiration date or dates, and the policy number or numbers. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

Proof of insurance shall be maintained up to date, and failure to maintain adequate coverage and proof shall be deemed sufficient reason for cancellation of the Contract. All insurance shall provide that the policy shall not be canceled, terminated or modified unless thirty

(30) days prior to such cancellation, termination or modification written notice is given to the Owner. No policy may be modified, terminated or canceled by the Contractor without the prior written approval of the Owner.

#### 9. SHOP DRAWINGS AND SAMPLES

The Contractor shall submit, in a prompt manner, at least two copies of all shop or Project Drawings and schedules for every item of equipment or material to be incorporated in the Work, which is fabricated or manufactured off site, including those pertaining to structural and reinforcing steel, electrical, plumbing, carpentry, heating and ventilation. The Contractor shall make any corrections required by the Owner or Engineer and resubmit the required revised Project Drawings without delay. The Engineer's review of such Drawings shall extend only to determining the conformity of such equipment and materials with the general features of the Project Drawings and Specifications prepared by the Engineer.

It shall be the responsibility of the Contractor to determine the correctness of all Specifications and dimensions and minor details of such equipment and materials so that they will fit into the completed Work, and so that when incorporated in the Work, correct operation will result. The Contractor shall furnish for approval all samples required by the Specifications. The Work shall be in accordance with approved samples.

#### 10. PERMITS, SURVEYS AND COMPLIANCE WITH LAWS

The Contractor shall keep fully informed of Federal, State and Municipal laws, ordinances, regulations, codes and standards, or any other bodies having jurisdiction or authority, which in any manner may affect the conduct of the Work or the Work of any employee. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes and standards. The Contractor shall protect, indemnify, and exculpate the Owner and its representatives, against any civil claim or civil liability arising from or based on the violation or any such laws, ordinances, regulations, codes and standards whether by himself or his employees, even if such violation is due wholly or in part to violation of said laws, ordinances, regulations, codes or standards by the Owner or its representatives.

The Contractor shall give all notices, and procure and pay for all permits, licenses and bonds, necessary for the prosecution of the Work,

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

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

#### 11. ROYALTIES AND PATENTS

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

#### 12. PROTECTION OF WORK AND PROPERTY

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

times in protection of persons and property from injury. The Contractor shall promptly notify the Owner of any accidents arising during operations under the Contract causing bodily injury or property damage.

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

#### 13. MATERIALS AND WORKMANSHIP

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

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

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

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

from the date of final acceptance. The Contractor further guarantees the materials and workmanship of all Work performed by



any Subcontractor(s) employed on the Project by the Contractor for a period of three (3) years from the date of final acceptance of the Work.

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

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

#### 14. INSPECTION OF WORK AND TESTING OF MATERIALS

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

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

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

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

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

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

The Owner shall have the right, at any time before final acceptance of the Project, or at any other time, to make an examination of the Work already completed. Where necessary, the Owner in conducting any inspection may remove or tear out any Work previously performed. The Contractor, at the request of the Owner, shall promptly furnish all necessary facilities, labor and materials

required to perform any inspection. If any Work is found to be defective in any material respect due to the fault of the Contractor, or his Subcontractor(s), the Contractor shall be liable for any expense incurred by reason of the examination and any reconstruction. If, however, such Work is found to meet the requirements of the Contract, the actual cost of labor and materials necessarily involved in the examination and replacement, plus fifteen percent (15%), will be allowed the Contractor in payment for the examination.

#### 15. CONTRACTOR'S SUPERINTENDENT

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

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

#### 16. RECEIVING OF SHIPMENTS

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

#### 17. USE OF PREMISES

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

#### 18. CUTTING, PATCHING AND DIGGING

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

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

#### 19. CLEANING UP

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

#### 20. WAGE RATES

The Contractor shall agree to comply with all State and Federal statutory requirements pertaining to wage rates applicable to this contract, including, but not limited to Indiana Code 5-16-13. The Contractor represents and warrants that prior to commencing any Work he has familiarized himself with any said laws. The Contractor shall require all his Subcontractor(s) to comply with all State and Federal Statutory requirements pertaining to wages which may be applicable to this Contract including but not limited to Indiana Code 5-16-13. Failure to comply with any such statutory requirements shall constitute a material breach of

the Contract, and may result in the Owner taking one or more of the following actions:

- a) Referral of suspected violations of state or federal law to appropriate law enforcement agencies; and/or,
- b) Rescinding or voiding the Contract; and/or,
- c) Invoking all other legal and equitable remedies available.

The Contractor and its Subcontractor(s) agree to fully cooperate with the Owner in his efforts to investigate and verify compliance with applicable wage laws. Such cooperation shall include, but not be limited to, permitting on-site questioning of employees of the Contractor or Subcontractor(s) and reasonable access for inspection of all relevant records of the Contractor or Subcontractor(s).

The Contractor shall be liable for all costs, including attorney's fees, incurred by the Owner by reason of the failure of the Contractor or Subcontractor(s) hired by the Contractor to comply with these provisions.

#### 21. HIRING OF LABOR - RACE DISCRIMINATION

Every Contract for or on behalf of the State of Indiana, or any municipal corporation thereof, for the construction, alteration or repair of any public building or public Work, shall contain provisions by which the Contractor agrees:

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

#### 22. ALLOWANCES

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

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

#### 23. CHANGES IN THE WORK

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

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

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

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

In cases where additional Work is ordered by the Owner which was not contemplated in the original proposal, or where the additional Work ordered by the Owner has a cost of construction in excess of twenty percent of the original Contract Price for any item constituting five percent or more of the total Contract Price, the Owner is required by Indiana statutes to seek bid proposals from other Contractors for such Work. If a proposal for such added Work is obtained from another Contractor at an amount less than the proposal submitted by the Contractor, the Owner reserves the right to make an award of such Work to the lower proposal, or to negotiate further with the Contractor.

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

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

#### 24. CLAIMS FOR EXTRA COST

If the Contractor claims that any instruction, by Project Drawings or otherwise, involves extra cost under this Contract, he shall give the Owner or Engineer written notice thereof within a reasonable time after the receipt of such instruction, and in no event shall the Contractor proceed or authorize a Subcontractor(s) to proceed to perform the Work, except in emergency endangering life or property, until the Contractor has complied with the provisions in Section 23, "Changes in The Work". The Owner shall have no liability for a claim for extra cost unless the Contractor has complied with Section 23 prior to commencing the extra Work.

#### 25. OWNER'S RIGHT TO DO WORK

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

#### 26. DEDUCTIONS FOR UNCORRECTED WORK

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

#### 27. TERMINATION FOR BREACH

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

#### 28. COMPLETION OF WORK BEFORE FINAL PAYMENT

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

#### 29. CORRECTION OF WORK AFTER FINAL PAYMENT

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

#### 30. DELAYS AND EXTENSION OF TIME

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

#### 31. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE

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

#### 32. DISPUTES

All disputes concerning the interpretation of the General Conditions, Project Drawings or Specifications, questions of fact arising under

this Contract shall be decided by the Engineer, subject to written appeal by the Contractor, within ten days, to the Owner, whose decision shall be final and conclusive upon the parties hereto. In the meantime, the Contractor shall diligently proceed with the Work as directed.

### 33. DAMAGES

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

### 34. PAYMENT

Payment for Work completed and accepted will be based on the Contract unit price for the actual quantities of materials used unless stipulated otherwise. Payment in the amount of ninety percent (90%) of the progress estimate, approved by the Engineer, will be made on the following schedule for projects with a total cost of less than \$200,000. Payment in the amount of ninety-five percent (95%) of the progress estimate, approved by the Engineer, will be made on the following schedule for projects costing more than \$200,000:

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

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

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

### 35. FINAL PAYMENT / WAIVER OF LIEN / GUARANTEE

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

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

#### 36. SEPARATE CONTRACTS

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

If any part of the Contractor's Work requires the coordination of Work of any other Contractor, the complete Work to be performed by another Contractor, or Work to be performed by the Owner, the Contractor shall coordinate all such Work and shall inspect and promptly report to the Owner or Engineer any defects in such Work that

prohibits the Contractor from performing his Work. Failure by the Contractor to so inspect and report shall constitute an acceptance of the other's Work as fit and proper for the reception of his Work, except as to defects which may develop in the other Contractor's Work after the execution of the Work.

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

#### 37. ASSIGNMENT

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

#### 38. SUBCONTRACTS

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

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

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

#### 39. RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

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

- a) The Subcontractor(s) shall agree:

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

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

b) The Contractor shall agree:

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

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

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

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

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

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

The City of Evansville Municipal Code 3.90.110-180 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 Respondents and prohibit discrimination in all aspects of public operations including the purchasing of products, services and public works contracts.

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

#### 41. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractors are not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

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

If Contractor employs or contracts with an unauthorized alien but Owner determines that terminating the contract would be



detrimental to the public interest or public property, Owner may allow the contract to remain in effect until Owner procures a new Contractor.

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

#### 42. PUBLIC CONSTRUCTION PROJECTS

The Evansville Municipal Code (EMC) Chapter 3.95 addresses topics concerning Public Construction Projects of the City of Evansville.

- Random Drug Testing Required. Pursuant to EMC 3.95.020 Contractor shall maintain a random drug testing program for all construction contracts where the cost of the contract is more than \$10,000.
- License Required at Time of Submission of Bid. Pursuant to EMC 3.95.030 Contractor, every subcontractor to be used on a project shall be properly licensed to do the work by the Evansville-Vanderburgh County Building Commission office at the time the bid or bid is opened. Any bid or bid 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 bid request, or the bidder or bid shall be determined to be a nonresponsible bidder or bid.
- Responsible Bidding Practices and Submission Requirements. Pursuant to EMC 3.95.040 each Contractor proposing to submit bids on any City of Evansville public works project estimated to be at least \$150,000 or more must, prior to the bid submission deadline, be designated as a Responsible Bidder as identified in EMC 3.95.040. Each first-tier subcontractor shall be required to adhere to the requirements of the Responsible Bidder ordinance as though it were bidding directly to the City, except that first-tier subcontractors shall submit the required information to the bidder and the bidder shall then forward said information to the City.

#### 43. PROTECTION OF PERSONS AND PROPERTY

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connect with the performance of the Contract. Upon award of Contract, the Contractor shall submit a written copy of all the Company's Safety and Health Programs, and the annual employee safety training plan.

Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner.



City of Evansville, Indiana

## **RESPONSIBLE BIDDING ORDINANCE FORM**

Municipal Code 3.95.040

All bids submitted in the amount of \$150,000.00 or more shall comply with the requirements of Evansville Municipal Code (EMC) 3.90.040 (the "Responsible Bidding Ordinance"). It is the bidding contractor's sole responsibility to review the Responsible Bidding Ordinance and provide all required documentation, statements and information no later than the public bid opening. Failure to comply with the Responsible Bidding Ordinance will result in rejection of the contractor's 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. 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. Submittal requirements of subcontractors, listed in Section 3.90.040(B) may be provided immediately after bid award, but prior to the execution of a contract.

### **Section (A) - Bid Submission Requirements**

The following items shall be submitted by the contractor either prior to a particular bid opening or included with a sealed bid:

1. A copy of a print-out of the Indiana Secretary of State's online records for the bidder dated within 60 days of the submission of said document showing that the bidder is in existence, current with the Indiana Secretary of State's Business Entity Reports, and eligible for a certificate of good standing. If the bidder is an individual, sole proprietor, or partnership, this section (A) shall not apply.
2. A list identifying all former business names.
3. 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. Evidence that the contractor is in compliance with Indiana Code (IC) 5-16-13-12 and its requirements pertaining to participation in apprenticeship and training programs applicable to the work to be performed on the public work project.

6. A copy of 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 EMC 3.95.020 and IC 36-1-12-24.
7. The name and description of the management experience of each of the bidder's project managers and superintendents that bidder intends to assign to work on the project.
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 is seeking a contract award, 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. The contractor shall provide 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.

The City reserves the right to require supplemental information from the bidder for verification of any of the information provided by the bidder and may also conduct random inquiries of the bidder's current and prior customers. Notwithstanding the foregoing, this section shall not apply to a public work project performed by the City in accordance with IC 36-1-12-3(b), which addresses the use of a municipality's workforce.

#### **Section (B) - Submissions from Subcontractors**

Subcontractors are not required to be pre-qualified like the prime contractor, however, prior to a particular bid opening the following information must be provided for each subcontractor immediately after a bid is awarded, but prior to the execution of a contract between the City and the primary contractor.

1. Each first-tier subcontractor to be utilized on a particular project shall be required to adhere to the requirements of subsection (A) above, as though it were bidding directly to the City. Except that first-tier subcontractors shall submit the required information (including the name, address, and type of work for each of their first-tier subcontractors) to the prime bidder and the prime bidder shall then forward said information to the City. Payment shall be withheld from any first-tier subcontractor who fails to timely submit said information until such information is submitted and approved by the City.
2. Upon request, the City may require any bidder to provide the required information (including name, address, type of work on the project and the name of the higher-tier subcontractor) about its second and lower-tier subcontractors. Payments shall be withheld from any bidder who fails to timely submit this information until this information is submitted and approved by the City. Additionally, the City may require the successful prime bidder to remove the relevant subcontractor or second or lower-tier subcontract from the project and replace it with a responsive and responsible subcontractor.

3. The City may withhold all payments otherwise due to a bidder for work performed by a subcontractor until such subcontractor submits the information required pursuant to this chapter and such information is reviewed and approved by the City. Successful bidders shall only be permitted to use approved subcontractors who have provided required information to the City about the applicable responsive and responsible subcontractor.
4. The disclosure of a subcontractor (“Disclosed Subcontractor”) by a bidder or a subcontractor shall not create any rights in the disclosed subcontractor. A bidder and/or subcontractor may not substitute another subcontractor (“Substitute Subcontractor”) for a disclosed subcontractor without written approval of the City. The contractor shall provide written notice of the name, address, and type of work of the substitute subcontractor. The substitute subcontractor shall be subject to all of the obligations of a subcontractor under the Responsible Bidding Ordinance.

### **Section (C) - Prequalification Classification**

1. Upon designation by the City that a contractor’s or subcontractor’s submission in anticipation of a bid is complete and timely, and upon further consideration deemed necessary by the City, the contractor or subcontractor may be prequalified for future City public works projects. A contractor’s classification as “prequalified” shall exempt the contractor or subcontractor from the comprehensive submission requirements contained herein for a period of 12 months. Thereafter, contractors or subcontractors who are prequalified must submit a request for continuation of “prequalified” standing on a form provided by the City (also referred to as the “short form”) by December 31<sup>st</sup> for the upcoming calendar year. Failure by any prequalified contractor or subcontractor to timely submit its complete application for continuation of “prequalified” standing shall result in automatic removal of the designation, effective January 1<sup>st</sup> of the upcoming year. However, the “removed” contractor or subcontractor shall still be permitted to bid on City public works projects as long as the information required in Section A is submitted with that particular bid response.
2. 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 solely within the discretion of the City and the City specifically reserves the right to revoke the designation for any reason.
3. Denial or revocation of prequalification shall be in writing and shall be forwarded to the contractor within seven (7) business days of such decision. Any contractor denied or losing prequalification status may request reconsideration of the decision by submitting such request in writing to the City within five (5) business days of receipt of notice of denial.
4. Contractors wishing to prequalify for compliance with the Responsible Bidding Ordinance may do so by submitting all required forms to the City Purchasing Department located at 323 of the Civic Center Complex, 1 NW Martin Luther King Jr. Blvd., Evansville, IN 47708.

#### **Section (D) – Responsive and Responsible Bidder Determination**

The City, after review of complete and timely submissions, shall, in its sole discretion, after taking into consideration all information in the submission requirements, determine whether a bidder is responsive and responsible pursuant to IC 36-1-12-4. The City specifically reserves the right to utilize all information provided in the contractor or subcontractor's submission or any information obtained by the City through its own independent verification of the information provided by the contractor.

#### **Section (E) – Certified Payroll**

For public work projects in which the cost is at least \$250,000, the successful bidder and all subcontractors working on a public work project shall, upon request by the City, identify the job title, work classification, rate of pay, tax deductions, and craft of each employee on the project, e.g., journeyman electrician or apprentice electrician. The successful bidder and all subcontractors may satisfy the requirements of this section, if requested by the City, by providing the Federal form WH 347.

#### **Section (F) – Public Records**

All information submitted by a bidder or a subcontractor pursuant to this chapter are public records subject to review pursuant to the Indiana Access to Public Records Law (I.C. 5-14-3).

#### **Section (G) – Penalties for False, Deceptive, or Fraudulent Statements/ Information**

Any bidder or subcontractor that willfully makes, or willfully causes to be made, a false, deceptive or fraudulent statement or willfully submits false, deceptive or fraudulent information in connection with any submission made to the City shall be disqualified from bidding on all City projects for a period of three years and may be enforced pursuant to EMC 1.05.170 and 1.05.180, or as otherwise provided by statute.

## RANDOM DRUG TESTING POLICY

Following are the requirements for required random drug testing programs as provided for in Chapter 3.95.020 in Title 3 of the City of Evansville Municipal Code.

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

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

# 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 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.

2. The Contractor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the Americans 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 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

# 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)



**AFFIDAVIT**

The undersigned, \_\_\_\_\_ (*name*), \_\_\_\_\_ (*position*) at \_\_\_\_\_ (*business entity*), being duly sworn upon his/her oath, does hereby state that \_\_\_\_\_ (*business entity*), 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*

Date: \_\_\_\_\_

-DO NOT SUBSTITUTE THIS PAGE-

# NON-CONFLICT OF INTEREST/FAMILIAL DISCLOSURE FORM

**Project:        Evansville Fire Department Administration Building Renovations**

All Bidders must complete the following Non-Conflict of Interest disclosure form and attach this information to the bid.

As the bidder, I affirm that no principal, representative, agent, contractor, or other acting on behalf of or legally capable of acting on the behalf of the bidder, is currently an employee of the City or the Board; nor will any such person connected to the bidder currently be using or privy to any information regarding City or the Board which may constitute a conflict of interest.

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 individual City employees, Board members and/or their family members who may have a personal or business connection to the bidder. 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 RFP process. This disclosure shall be presented to the VP of Business Operation who will then forward the information to the CEO.

By the attached sworn and notarized statement, we are disclosing the following familial relationship(s) that exists between the bidder or any employee of the bidder and any member of City or the board. As bidder, I am also disclosing any familial relationships which exist.

The following is a list of individuals who may pose a potential conflict of interest as described above (provide employee name, City named contact, City contact's position, and the familial relationship or NONE.):

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Signature(s) \_\_\_\_\_ Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

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Notary Public – Signature

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Notary Public – Printed Name

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