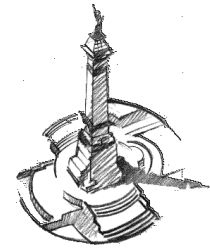




Office of Finance & Management - Purchasing Division
CITY OF INDIANAPOLIS
DPW Capital Improvement Project – Bid Tabulation



I.T.B. No., Description & Project No. RFB-14DPW-114, UB-12-603, Removal of Unsafe Structures					Dept. Contact Name Steve Cecil 317-514-3926	Reviewed By David Condon 317-327-4976	Date June 28, 2012	Invitations Sent To PB Vendors
Vendor	Prop Pkg Sec 1-9	Bid Surety	Financial Statement	E-Verify		Bid Amount	Comments	
Denney Excavating, Inc.	X	X	X	X		\$86,240.00		
Renascent, Inc.	X	X	X	X		\$120,050.00	**Bid document part 5 replaced with previous bid doc MBE/WBE/VBE participation part 5.**	
W.R. Beach, Inc.	X	X	X	X		\$153,400.00		

Attached for your review/evaluation are all responses received on the above mentioned project. After completing your review, written documentation must be submitted to our office outlining who is to be recommended for the award, if other than the apparent low is being considered.

The department reviews and verifies the accuracy of E-Verify documentation.

Once the Board/Commission has awarded the bid, a copy of the approval along with three (3) original contracts are to be submitted to Purchasing for further/final processing. If you have any questions, please contact our office.

Department/Agency copies released by: _____ Date: _____

NOTICE TO BIDDERS
Consolidated City of Indianapolis

Department: **Department of Public Works**
1200 Madison Avenue, Suite 200
Indianapolis, Indiana 46225

Project/Work: **UB-12-603, Removal of Unsafe Structures in Center Township**

Notice is hereby given that the Purchasing Division of Indianapolis and Marion County will receive sealed bids for the above described "Project/Work" at Room 1522 of the City-County Building, Indianapolis, Indiana, until 9:30 a.m. prevailing local time, and from 9:31 a.m. to 10:00 a.m. in Room 260, on **June 28, 2012**, and commencing as soon as practicable thereafter on the same date such bids will be publicly opened and read aloud in Room 260 of the City-County Building. No late bids will be accepted.

All vendors must be licensed to perform demolition work in Marion County, Indiana.

A Bid Bond or certified check in an amount not less than five percent (5%) of the amount bid must be submitted with each Bid. A one hundred percent (100%) Performance and Payment Bond will also be required of the successful Bidder.

The Work consists of, but is not necessarily limited to the following:

Removal of unsafe structures in Center Township.

Contract Documents for the Project/Work have been assembled into one or more bound Project Manuals which, may be examined at <http://www.indygovplans.org> or at the following locations:

Repro Graphics BX Indiana 1200 Madison Avenue, Lower Level Suites Indianapolis, Indiana 46225	Purchasing Department 200 East Washington Street Suite 1522, City-County Building Indianapolis, Indiana 46204
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Repro Graphics 437 North Illinois Street Indianapolis, Indiana 46204	Department of Public Works 1200 Madison Avenue, Suite 200 Indianapolis, IN 46225
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Copies of Project Manuals will be available for pick-up or delivery through the online planroom operated by Repro Graphics at <http://www.indygovplans.org>. Planroom registration is free. Any plan charge will be listed on the online planroom. Payment may be made by check, credit card, or cash.

This Work will be funded by the City of Indianapolis. The participation goal for Minority Business Enterprise (MBE) for this contract is fifteen percent (15%). The participation goal for Women's Business Enterprise (WBE) for this contract is eight percent (8%). The participation goal for Veteran Business Enterprise (VBE) is three percent (3%).

A pre-bid conference for discussion of the Work, the bidding requirements and other important matters pertaining to MBE/WBE/VBE contracting opportunities will be held on **June 13, 2012, at 10:00 a.m.-12:00 p.m. local time in the Fall Creek Conference Room located at 1200 Madison Avenue, Suite 8/11 Unsafe Bldgs.**

200, Indianapolis, Indiana 46225. All prospective Bidders are strongly urged to attend the pre-bid conference to learn about other efforts to meet MBE/WBE/VBE goals.

All Bidders will be subject to the Minority and Women Business Utilization Plan ("Utilization Plan"), of the City of Indianapolis. In evaluating a Bidder's responsibility the City will consider the Bidder's Affirmative Action plan.

For accommodations needed by persons with disabilities to attend the public bid opening meeting, please call 327-4900.

The City of Indianapolis reserves the right to reject any or all bids or to waive any informalities and to accept the bid which it deems most favorable to the interest of the CITY after all bids have been examined and canvassed.

Carol Metz
Administrator
(317) 327-4900

INSTRUCTIONS TO BIDDERS
Consolidated City of Indianapolis

Department ("Owner"): **Department of Public Works**
1200 Madison Avenue, Suite 200
Indianapolis, Indiana 46225

Project/Work: **UB-12-603, Removal of Unsafe Structures in Center Township**

Owner's Representative: **Steve Cecil - Phone: (317) 327-8623 or steve.cecil@indy.gov**

Engineer: **N/A**

1. GENERAL

- 1.1 Submission of a Bid shall constitute an unconditional agreement and acknowledgement by the Bidder to be bound by all terms and conditions set forth herein and in any of the documents assembled or referred to in the bound Project Manual of which these Instructions to Bidders are a part.
- 1.2 By submitting a Bid the Bidder agrees the bid proposal and prices(s) contained herein shall be valid for ninety (90) days from the bid opening.
- 1.3 Instructions and requirements printed on any sample form included in the Project Manual or any form not so included but required to be completed, signed or furnished by a Bidder as part of a Bid Submission or after receipt and opening of Bids shall be deemed requirements established by these Instructions to Bidders to the same extent as if fully restated herein.
- 1.4 By submitting bid the Bidder agrees the bid proposal and price(s) contained herein shall be valid for ninety (90) days from bid opening.
- 1.5 Bidder shall be licensed to perform demolition work in Marion County.
- 1.6 The Owner reserves the right to delete structures from this contract or, when necessary, to delay demolition. In cases of deletions, the total bid price shall be reduced by the bid price for the deleted structure(s). The Owner shall incur no additional charges in instances of deletions or delay. Structures may be deleted from the Bid due to reasons related to asbestos concerns, the structure has already been demolished, or for legal reasons. If authorization for demolition is delayed for a structure, a separate notice to proceed shall be issued for that structure and the contract time for that structure shall commence upon the notice to proceed that is issued for that structure.

2. DEFINITIONS

- 2.1 Bidder - Any person or entity who submits a Bid.
- 2.2 Bid - A written proposal submitted by a Bidder as part of the form prescribed herein offering to perform and complete the Work and to fulfill all other requirements of the Contract Documents for one or more specified prices.
- 2.3 Bid Documents - All documents and completed forms required to be submitted by a Bidder with and as integral parts of a Bid Submission, whether or not included as sample forms assembled in the Project Manual of which these Instructions To Bidders are a part. Such Bid Documents are listed and more fully described in ITB Section 5.3 hereof.

- 2.4 Bid Date - The date when Bids are to be received, opened and publicly read aloud as established by the Notice To Bidders as may be modified by Addenda.
- 2.5 Bid Submission - All documents presented by a Bidder for receipt and opening on the Bid Date.
- 2.6 Contract Documents - The Agreement and any exhibits thereto, Addenda (which pertain to the Contract Documents), Instructions to Bidders, Advertisement, Notice to Bidders, CONTRACTOR's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award), Notice to Proceed, the Bonds, the General Conditions, the Additional Requirements Section, any supplemental conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement.
- 2.7 Minority Business Enterprise (MBE) - A business which is certified as a Minority Business Enterprise by the City of Indianapolis. Certifications are conducted pursuant to Chapter 49 Code of Federal Regulations, as amended, and the City Utilization Plan.
- 2.8 Owner - The City of Indianapolis acting by and through the Department or other agency designated above.
- 2.9 Project Manual - The bound set of documents, sample forms, and Contract Documents (excluding plans and Addenda) approved by the Owner for the Work and/or Project described in the Notice To Bidders and of which these Instructions To Bidders are a part.
- 2.10 Veteran Business Enterprise (VBE) – A business which is certified as a Veteran Business Enterprise by the City of Indianapolis.
- 2.11 Women's Business Enterprise (WBE) - A business which is certified as a Women's Business Enterprise by the City of Indianapolis. Certifications are conducted pursuant to Chapter 49 Code of Federal Regulations, as amended, and the City Utilization Plan.

In all other respects, terms used herein shall have the meanings as stated in the General Conditions or other Contract Documents.

3. EXAMINATION OF SITE AND DOCUMENTS

- 3.1 Before the Bid Date, all Bidders shall carefully and thoroughly examine and inspect all sites of the proposed Work and the various means of approach and access thereto by means of a site inspection visit, and make all necessary investigations to inform themselves thoroughly as to the facilities necessary for delivering, placing and operating the necessary equipment, and for delivering, removal and handling materials at the site, and shall inform themselves thoroughly as to any and all actual or potential difficulties, hindrances, delays and constraints involved in the commencement, prosecution and completion of the proposed Work in accordance with the requirements of the Contract Documents.
- 3.2 Bidders shall carefully and thoroughly examine the plans, specifications and other Contract and/or Project Manual Documents and shall assume the full risk of their own judgments as to the nature, quality and amount of the whole of the Work to be done, and for the price bid must assume all risk of any and all variances or errors in any computation or statement of amounts or quantities necessary to complete the Work in strict compliance with the Contract Documents.

3.6 The City of Indianapolis Standard General Conditions for Construction Contracts, 2011, is incorporated by reference as part of this bid. Copies are available at www.indy.gov/eGov/City/Controller/Purch/Bids/gen-conditions.aspx.

4. CLARIFICATIONS AND ADDENDA

4.1 If a Bidder finds conflicts, errors, discrepancies or ambiguities in the Contract Documents or any sample form, or if the Bidder is in doubt as to the intended meaning of any portion or provision therein, the Bidder shall at once give written notice thereof to the Owner's Representative, at least seven (7) consecutive calendar days prior to the Bid Date. No Bidder shall be allowed any extra compensation or time extension by reason of any conflict, error, discrepancy or ambiguity of which the Bidder had actual knowledge or reasonably should have known and which he/she failed to report within the period and in the manner required by these Instructions To Bidders. **All questions must be submitted to Steve Cecil at steve.cecil@indy.gov no later than 12:00 p.m. on June 18, 2012.**

4.2 No material changes, clarifications or interpretations of the Contract Documents will be issued except by written or graphic Addenda mailed or delivered to record holders of Contract Documents not less than three (3) days prior to the Bid Date. All such Addenda must be acknowledged by the Bidder and will become a part of the Contract Documents. The Owner will not be responsible for or bound by any oral or written interpretations or clarifications of the Contract Documents which anyone presumes to make on its behalf, except by an Addendum issued in accordance with this Section.

5. BID SUBMISSION

5.1 All Bid Documents shall be placed within a sealed envelope which shall be plainly labeled on the outside with the name and address of the Bidder along with the ITB number, Project name and number (if applicable) and Due Date. If forwarded by mail, the sealed envelope must be enclosed in another envelope addressed to: City of Indianapolis, Purchasing Division, 200 E. Washington Street, Suite 1522, City-County Building; Indianapolis, Indiana 46204.

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

5.3 Each bid submitted shall include the bid amount for each individual structure listed on the Bid Part 2. The contract for demolition of the structures will be awarded pursuant to ITB Article 7, "Bid Evaluation and Award", herein;

5.4 If a bid amount is not shown for each structure (excluding notifications of deletions, bid may be rejected.

5.5 The Bid Documents to be thus submitted by each Bidder shall consist of all of the following (5.5.1, 5.5.2, 5.5.3):

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- .1 Bidder's Itemized Proposal and Declarations. A sample of this form is included in the Project Manual and must be utilized by all Bidders. Such document includes and consists of the following constituent "Parts":
- "Part 1 - Bidder Information"
 - "Part 2 - Proposal (Bid)"
 - "Part 3 - Individual Structure Amounts"
 - "Part 4 - Contract Documents and Addenda"
 - "Part 5 - MBE/WBE/VBE Participation, including all forms required by the City of Indianapolis Department of Minority & Women Business Development."
 - "Part 6 - Additional Declarations"
 - "Part 7 - Non-Collusion Affidavit"
 - "Part 8 - E-Verify Affidavit"
 - "Part 9 - Signatures"
- .2 Bid Security in the form of a Bid Bond or Certified Check in an amount not less than five percent (5%) of the bid price. No cash or personal checks accepted. Such Bid Security shall serve as security to insure the execution of the Agreement and the furnishing of other required documents by the successful Bidder, including Performance and Payment Bonds. A sample Bid Bond form is included in the Project Manual and such form, or such other form as may be approved in advance by Owner, shall be utilized if such a bond is furnished as Bid Security. A Bid Bond shall be executed by a surety company licensed to transact such business in the State of Indiana and qualified as a surety under the underwriting limitations on the current list of "Surety Companies Acceptable on Federal Bonds," as published in the U.S. Treasury Department Circular No. 570; the Bidder shall also furnish as part of the Bid Submission a signed power of attorney establishing the authority of the person executing such Bid Bond on behalf of the surety. Bid Security shall be held until the Contract is executed with the successful Bidder. In the event that all bids are rejected, the Bid Security of all Bidders will be returned upon request. No "Annual" bid bonds, cash deposits or cashiers' checks will be accepted.
- .3 Standard Questionnaire and Financial Statement (City Form 102) or Contractor's Bid for Public Work (State Form 96). Standard questionnaire form 102 must be submitted with each bid if the total contract price is \$100,000.00, unless departmental specifications state otherwise, then specifications will prevail. Such form is available from the City Central Purchasing Division and their website at, <http://indy.gov/eGov/City/Controller/Purch/Bids/Pages/gen-conditions.aspx> and will be used in consideration of a Bidder's ability to perform its obligations under the terms of the contract Documents and in determining other material factors bearing upon a Bidder's responsibility.
- 5.6 Bids may be withdrawn in person by a Bidder during normal hours of business prior to the time fixed for opening of Bids. In the event of a valid withdrawal of a Bid, the Bid Security of the withdrawing Bidder will be returned promptly. No Bid may be withdrawn after opening of Bids has commenced except after expiration of such period following the Bid Date as specifically provided by law, plus any extension thereof as provided elsewhere in these Instructions To Bidders. **Bidder's failure to provide all completed documentation as required in ITB Section 5.5 may result in Bid being deemed non-responsive.**
- 5.7 Foreign corporations transacting business in the State of Indiana shall comply with the requirements established by I.C. 23-1-49.

6. POST-BID REQUIREMENTS

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

6.1 Affirmative Action Plan. The Bidder shall provide its Affirmative Action Plan and a properly completed and executed "City of Indianapolis - EQUAL OPPORTUNITY COMPLIANCE" for approval by the City Department of Minority & Women Business Development (DMWBD). If a Bidder has fifteen (15) or fewer employees he shall submit an Affirmative Action Policy statement. Otherwise, he shall submit the Indiana Plan/Affirmative Action Certification. A Bidder must submit these items unless they have previously been submitted, accepted and found to be satisfactory by DMWBD during the current calendar year (year of bid opening). If the Bidder has received a letter of compliance from DMWBD for the current calendar year, he/she should submit a copy of such letter.

6.1.1 Minimum Minority and Female Workforce Utilization Goals. The goals and timetables for minority and female participation, expressed in percentage terms for the Bidder's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for female participation in each trade: 6.9%

Goals for minority participation in each trade: 12.5%

These goals are applicable to all the Bidder's work (whether or not it is Federal or federally assisted) performed in the covered area. If the Bidder performs work in a geographical area located outside of the geographical area where the work is actually to be performed, the Bidder also is subject to the goals for both its Federally involved and non-federally involved construction in that area.

The Bidder's compliance with this provision shall be based on its implementation of an affirmative action plan and its efforts to meet the goals set forth in this paragraph. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the Bidder shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the Bidder's goals, shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed.

6.2 Proof of Insurability. Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain property damage insurance coverage in the minimum amounts of Seven Hundred Thousand Dollars (\$700,000.00) per occurrence and \$5,000,000.00 aggregate. Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain public liability insurance for bodily injury insurance coverage in the minimum amounts of Seven Hundred Thousand Dollars (\$700,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) aggregate. Furthermore Contractor shall provide workers' compensation insurance as required by Indiana law. Public liability and workers' compensation insurance policies shall be on file with the City's Division of Compliance. Contractor shall also furnish the City with at least thirty (30) days written notice of any and all cancellation or change in the terms of such policies. The Bidder shall furnish proof of insurance showing existing coverage in accordance with the terms and amounts stated herein. Such proof of insurance shall be issued by a financially responsible insurance company

authorized to do business in the State of Indiana.

- 6.3 Surety Letter of Intent. The Bidder shall furnish a written statement or letter from a Surety company licensed to transact such business in the State of Indiana and qualified as a surety under the underwriting limitations on the current list of "Surety Companies Acceptable on Federal Bonds", as published in U.S. Treasury Department Circular No. 570 which assures the Owner that, in the event the Bid is accepted and a Contract is awarded by Owner, said Surety will execute and deliver both a Performance Bond and Payment Bond as required by the Contract Documents.
- 6.4 Joint Venture Agreement. If the Bidder is a joint venture, partnership or other combination of two or more persons or entities, the Bidder shall submit a copy of the joint venture or other agreement by which such joint venture, partnership or other association has been formed, executed by all such participating persons or entities. If the Bid is signed by less than all parties that comprise the Bidder, suitable written evidence of the authority of such signing party to bind all such parties must also be furnished.
- 6.5 Application for MBE/WBE/VBE Waiver Program. The Bidder shall submit a completed Application for MBE/WBE/VBE Program Waiver including all backup documentation as prescribed by Section 9 of these Instructions to Bidder, (if Bidder has not met all goals as set out in Section 9.1).
- 6.6 Subcontractor/Supplier List. The Bidder shall submit all documentation required under Section 9.4, including all MBE/WBE/VBE requirements (POST-BID-4).
- 6.7 Manufacturers List. The Bidder shall submit a complete list of all equipment and supplies that are listed in the Manufacturer's List (POST-BID-5).
- 6.8 Local Preference Documentation. If the Bidder is claiming local preference as defined by Indiana Code 36-1-12-22, it shall include such claim with its Bid. In addition the Bidder shall submit, as a Post-Bid submittal, all documentation required by the Local Indiana Preference form (POST-BID-6).

If the Bidder is a Joint Venture and is claiming local preference pursuant to Indiana Code 36-1-12-22, the Bidder shall submit all post bid documentation as required by the Post-Bid submittals. In determining whether the Joint Venture qualifies as a Local Indiana Business, as defined by Indiana Code 36-1-12-22, the Owner will evaluate the Joint Venture by combining each business' total payroll, payroll paid to residents of affected counties, total number of employees, and total number of employees who are residents of Affected Counties. Further, each part of the Joint Venture shall submit the location of its principal place of business. Length of time at location considered principal place of business will be a consideration in whether the Joint Venture qualifies as Local Indiana Business, overall Joint Venture must qualify as a Local Indiana Business to receive the local preference as defined in Indiana Code 36-1-12-22.

- 6.9 E_Verify Documentation – The Bidder shall submit verification that it is enrolled in and participating in the E-Verify program (POST-BID-7).

7. BID EVALUATION AND AWARD

- 7.1 Award of the Contract will be made to the lowest, responsive and responsible Bidder, where the Bid is reasonable and does not exceed the funds available for the project. The Owner reserves the right to reject all Bids and may waive or allow a Bidder to correct errors, omissions or other irregularities in

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Bid Documents that are found not to have afforded the Bidder a substantial competitive advantage over other Bidders.

- 7.2 The Owner shall have the right to reject any Bid if investigation of the Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations and complete the Work. Any or all Bids will be rejected if there is reason to believe that collusion exists among Bidders.
- 7.3 Patent math errors in statements of Bid prices or totals may be corrected by the Owner, in which case the corrected amounts will be used for the purpose of Bid evaluation, comparison and other award considerations. However, the Owner shall not be required to discover or correct any error or omission in a Bid and the Bidder shall assume the risk of and be bound to the consequences of any such error or omission.
- 7.4 The Owner may, at its sole option, award the Contract to a Bidder on a conditional basis to afford the Bidder additional time and opportunity to submit required documents or to fulfill other requirements. In such case, the Owner will furnish to the Bidder a notice of conditional award which will establish (i) the additional conditions to be fulfilled for the award to become effective, and (ii) the time limit within which such conditions shall be satisfied. If the Bidder fails to satisfy the conditions in the manner and within the time specified in such notice, the Owner may declare such Bidder to be non-responsible and award the Contract, conditionally or unconditionally, to another Bidder. Time limitations governing the Owner's award of the Contract shall be extended for such additional period as may be required to effectuate the conditional award procedure set forth in this sub-section, and no Bid may be withdrawn during such period of extension.

8. CONTRACT EXECUTION; SUBMITTALS

- 8.1 Within three (3) business days after the award notice, the successful Bidder shall sign and deliver at least three (3) counterparts of the Agreement, utilizing the form thereof included in the Project Manual and make delivery thereof to the Owner, along with other documents as prescribed by the Contract Documents. After execution and delivery of the Agreement and other required documents, and acceptance thereof by the Owner, the Bid Security furnished by each Bidder will be returned to the respective Bidders upon request.
- 8.2 If the Bidder fails or neglects to execute and deliver the Agreement and other required documents as prescribed by the preceding sub-section, the Bidder shall be deemed to have repudiated the Contract and thereupon the award shall be null and void; and the Bid Security provided by the Bidder shall be forfeited to and retained by the Owner as liquidated damages for such failure of the Bidder to execute the Contract, it being understood and agreed that the character and amount of actual damages sustained by the Owner cannot reliably be ascertained and measured and that the amount of the Bid Security is intended as a reasonable prospective estimate of such actual damages.
- 8.3 Concurrently with the execution and delivery of the Agreement to the Owner, or within such other period as the Owner may prescribe, the successful Bidder (Contractor) shall submit the following as conditions to the Bidder's right to proceed with and receive payment for any Work:
 - .1 Proof of all required insurance coverage, a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Payment Bond as prescribed by the General Conditions or other Contract Documents. Such bonds shall be executed utilizing the sample forms included in the Project Manual or alternative forms approved in advance by the Owner.

Indemnification clauses between successful Bidder and the Surety shall not be binding upon the Owner;

- .2 Documentation as prescribed by Section 9 of these Instructions To Bidders in respect of MBE/WBE/VBE participation;
- .3 Other post-bid submittals required by the Contract Documents.

9. MBE/WBE/VBE PARTICIPATION REQUIREMENTS

- 9.1 It is the policy of the City of Indianapolis that Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), and Veteran Business Enterprises (VBEs) shall have the maximum feasible opportunity to participate in the performance of contracts. Consequently, the City, through Sec. 581-101 of the municipal code, has established MBE participation goals of 15%, WBE participation goals of 8%, and VBE participation goals of 3% for its dollars spent on public works, goods, and services.
- 9.2 The Contractor shall include information concerning its MBE, WBE, and VBE utilization for this contract on the attached MBE/WBE/VBE Participation Plan. To receive credit toward the MBE/WBE/VBE goals, all MBE, WBE, and VBE suppliers offered for “direct participation” in a contract (e.g. subcontracting) must be certified by the City’s Department of Minority Business Development (DMBD). Contractors able to offer direct participation in the form of subcontractors must indicate the name of the MBE/WBE/VBE firm(s) with which it will work; the contact name and phone number for the firm(s); the service(s) supplied by the firm(s); and the specific dollar amount from this contract that will be directed toward each firm. The evaluation and review of a Contractor’s MBE/WBE/VBE participation, including a review of documentation and information submitted, shall be undertaken by DMBD. If you should need assistance in locating MBE/WBE/VBE firms for possible participation in a contract, please contact DMBD <http://www.indy.gov/eGov/City/DMBD/Pages/DMWBDHome.aspx> or (317) 327-5262. Respondents can view a list of City DMBD approved MBE/WBE/VBE contractors by going to this web page: <http://www.indy.gov/eGov/City/DMBD/MBE-WBE/Pages/ContractorList.aspx> and clicking on the appropriate “vendor list”.
- 9.3 The Contractor shall maintain adequate records of all relevant data with respect to the utilization and attempted utilization of MBEs, WBEs, and VBEs and shall provide full access to these records to DMBD upon its request to inspect them. The City may require the Contractor to submit information in addition to the MBE/WBE/VBE Participation Plan and/or Application for MBE/WBE/VBE Program Waiver regarding MBE/WBE/VBE certification and utilization. Such information may include, but is not limited to the following: (1) Copies of all executed agreements for each MBE/WBE/VBE engaged to satisfy the participation policies, (2) the name and address of the MBE/WBE/VBE, (3) the scope of work to be performed, (4) the dollar value of work to be performed or furnished by each proposed MBE/WBE/VBE subcontractor or MBE/WBE/VBE joint venture partner, (5) acknowledgement and acceptance of the agreement by the MBE/WBE/VBE, and (6) monthly utilization payment reports with each monthly application for payment.
- 9.4 While direct participation of MBE/WBE/VBE subcontractors is preferred, if it cannot be accomplished for this contract, “indirect participation” may be acceptable. Examples of indirect participation might include the use of common MBE/WBE/VBE suppliers (i.e., office suppliers, courier services, shipping

services, etc.) contributing to overhead costs or the overall operation of the business. Indirect participation may occur at the local, regional or national level. (Note: For common suppliers located outside of Indiana that are participating in an indirect fashion, please return proof of home state or municipal certification to DMBD.) If the trade is an overhead item for the entire business, please calculate, to the best of your ability, the proportion or amount of the business from this contract that will impact MBE/WBE/VBEs.

- 9.5 Any contractor that does not have MBE/WBE/VBE direct participation shall submit the attached Application for MBE/WBE/VBE Program Waiver with the reasons for the lack of participation. The Waiver requires submission of documents showing the good faith efforts that were made by the Contractor for the purpose of attaining MBE/WBE/VBE firms as subcontractors or sources of supplies, equipment, and services. The Waiver must be submitted if a contractor does not have any direct or indirect MBE/WBE/VBE participation. If a contractor has only indirect participation, then the Waiver must be submitted for the direct participation and the MBE/WBE/VBE Participation Plan must be submitted for the indirect participation.
- 9.6 Failure to provide the MBE/WBE/VBE Participation Plan or Application for Waiver at the time of Bid shall result in the disqualification and rejection of the bid/proposal. The Purchasing Division and the DMBD reserve the right to verify all information included in the MBE/WBE/VBE Participation Plan before making final determination of the contractor's responsiveness and responsibility.

10. LIQUIDATED DAMAGES

- 10.1 The Contract Documents provide for the payment of liquidated damages in the event of unexcused failure by the Contractor to complete the Work within thirty (30) days from Notice to Proceed (Contract Completion Date). Such liquidated damages are to be assessed and recovered at the rate of **\$250.00** per day for each structure that remains undemolished and/or cleared, beyond the Contract Completion Date.
- 10.2 The per diem rate(s) of liquidated damages established by the preceding sub-section have been determined and are intended as reasonable prospective estimate(s) of the type and amount of actual damages which the Owner may sustain in the event of such delay(s). Submission of a Bid shall constitute an unconditional acknowledgment and agreement by the Bidder that such liquidated damages are fair and reasonable and do not and will not constitute a penalty, and that such liquidated damages may be assessed and recovered by the Owner as against the successful Bidder/Contractor and its Surety in lieu of actual damages for delayed completion.

11. CHANGE ORDERS

- 11.1 During the course of the Work, should the Owner or Bidder determine that additional work which was foreseeable is required; such work shall not be automatically awarded through change orders. However, the Owner reserves the right to award additional work which was foreseeable to the original Bidder where doing so is in the best interest of the Owner. All such awards are and will remain subject to necessary approvals.

END OF INSTRUCTIONS TO BIDDERS

BIDDER'S ITEMIZED PROPOSAL
AND DECLARATIONS

Consolidated City of Indianapolis

Instructions To Bidders:

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

Project: **UB-12-603, Removal of Unsafe Structures in Center Township**

Proposal For Construction of: **Removal of unsafe structures in Center Township.**

Date: _____

To: **City of Indianapolis, Department of Public Works
1200 Madison Avenue, Suite 200, Indianapolis, Indiana 46225**

PART 1
BIDDER INFORMATION
(Print)

1.1 Bidder Name:

1.2 Bidder Address: Street Address:
City: _____ State: _____ Zip: _____
Phone #: () _____ Fax #: () _____

1.3 Bidder is a/an [mark one]:

Individual Partnership Indiana Corporation
 Foreign (Out of State) Corporation
 Joint Venture
 MBE WBE VBE
Other: _____

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

- .1 Corporation Name:
- .2 Address:
- .3 Date registered with State of Indiana:
- .4 Indiana Registered Agent:
Name:
Address:

PART 2
PROPOSAL (BID)

- 2.1 The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described Work and Project, including any and all addenda thereto, for the total lump sum of _____ dollars (\$_____).
- 2.2 By submitting bid the Bidder agrees the bid proposal and price(s) contained herein shall be valid for ninety (90) days from bid opening.

**PART 3
CONTRACT ITEMS AND UNIT PRICING
BID GROUP #6 - BID PACKAGE #3**

Property Number	Parcel Number	Bid Group	Bid Pack	Street Address	City	Zip Code	Structure Type	# of Structures	CW#	Demolition Cost
1	1034867	6	3	1719 N RURAL ST	INDIANAPOLIS	46218	COMMERCIAL	1	CW11-252	
2	1035404	6	3	2355 STATION ST	INDIANAPOLIS	46218	COMMERCIAL	1	CW12-1559	
3	1037235	6	3	911 N KEALING AVE	INDIANAPOLIS	46201	COMMERCIAL (2)	2	CW12-1020	
									TOTAL	

PART 4
CONTRACT DOCUMENTS AND ADDENDA

- 4.1 The Bidder agrees to be bound by the terms and provisions of all Contract Documents as defined in the General Conditions and incorporates such Contract Documents herein by reference
- 4.2 The Bidder acknowledges receipt of the following addenda:

<u>Addendum Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

PART 5
MBE/WBE/VBE Participation Plan for Goods and Services

RFP/ITB # _____

RFP/ITB Name _____

Contractor Name _____

Address _____

City/State/Zip _____
City State Zip Code

Phone (_____) _____

Fax (_____) _____

E-Mail _____

Please indicate whether this plan is for direct or indirect participation:

_____ Direct Participation Plan _____ Indirect Participation Plan

The following minority/women owned firms will be participating directly in the RFP/ITB according to the following schedules. (Please note that an Application for MBE/WBE/VBE Program Waiver must be attached if no direct participation is available.)

<u>MBE/WBE/VBE</u>	<u>Phone</u>	<u>Email</u>	<u>Contact</u>	<u>Trade</u>	<u>Amount</u>

Please indicate which firms are MBE, which firms are WBE, and which firms are VBE

NOTE: YOU MUST INCLUDE EITHER A COMPLETED “MBE/WBE/VBE PARTICIPATION FORM” OR THE “APPLICATION FOR WAIVER” WITH YOUR BID

Failure to provide the MBE/WBE/VBE Participation Plan or Application for Waiver at the time of bid shall result in the disqualification and rejection of the bid/proposal.

Application for MBE/WBE/VBE Program Waiver for Goods and Services

Application for MBE/WBE/VBE Program Waiver is hereby submitted for DIRECT / INDIRECT (circle one or both) participation for the RFP/ITB listed below:

Date of Application: _____ RFP/ITB # _____
RFP/ITB Name _____
Contractor Name _____
Address _____ City/State/Zip _____
Telephone (____) _____ Fax (____) _____
Email _____

Please indicate reason(s) for application below:

_____ Unable to locate MBE/WBE/VBE engaged in _____
_____ Unable to secure competitive price in _____
_____ Other good faith efforts. Documentation of good faith efforts shall include the following or written explanation if not applicable.

- (a) Documentation of any advertising, written notification or both that the contractor performed in search of prospective MBE/WBE/VBEs for the contract in general circulation, trade, and minority-focused media. Please contact DMWBD at <http://www.windy.gov/eGov/City/DMBD/Pages/DMWBDHome.aspx> or 371) 327-5262 if you need assistance.
- (b) Documentation of efforts to research other possible areas of participation, such as suppliers, shipping of transport enterprises, and any other role that may contribute to the production and delivery of the product or service specified (i.e., indirect participation).

Please indicate MBE/WBE/VBE firms contacted below:

<u>MBE/WBE/VBE</u>	<u>Type of Attempt</u>	<u>Date(s) Attempted</u>	<u>Results</u>

Please indicate which firms are MBE, which are WBE and which are VBE as well as the names, addresses, and telephone numbers, and email addresses. Attach additional sheets if necessary.

NOTE: YOU MUST INCLUDE EITHER A COMPLETED “MBE/WBW/VBE PARTICIPATION FORM” OR THE “APPLICATION FOR WAIVER:” WITH YOUR BID

Failure to provide the MBE/WBE/VBE Participation Plan or Application for Waiver at the time of Bid shall result in the disqualification and rejection of the bid/proposal.

PART 6
ADDITIONAL DECLARATIONS

- 7.1 Bidder certifies for itself and all its subcontractors compliance with existing laws of the City of Indianapolis, the State of Indiana and the United States regarding (a) prohibition of discrimination in employment practices on the basis of race, sex, disability, religion, national origin, disabled veteran status and Vietnam-era veteran status; and (b) the utilization of Minority, Women and Veteran Business Enterprises. Bidder further certifies that it (a) has formulated its own Affirmative Action Plan for the recruitment, training and employment of minorities, women and veterans, including goals and timetables; and (b) strongly encourages the use of small businesses, minority-owned businesses, women-owned businesses and veteran-owned businesses in its operation.
- 7.2 Bidder further agrees, as a condition to being found to be a responsible bidder, to provide to the awarding Agency its Affirmative Action Plan as submitted to and approved by the City of Indianapolis, Division of Equal Opportunity, together with any and all other documents and forms as may be prescribed by the City's Department of Minority & Women Business Development (DMWBD) to establish, confirm or otherwise fulfill requirements for Equal Opportunity Compliance.
- 7.3 Bidder certifies that all information contained in Part 6 and submitted to DMWBD regarding MBE/WBE/VBE utilization, program compliance, or in an application for waiver of program goals is true and accurate. Bidder agrees to notify DMWBD immediately in the event there is any change in its MBE/WBE/VBE utilization or compliance during the course of the project.
- 7.4 Bidder certifies that it has thoroughly examined the site of the Work and informed itself fully regarding all conditions under which it will be obligated to operate and that in any way affect the Work, and knows, understands and accepts the existing conditions. Bidder further certifies that it has thoroughly reviewed the Contract Documents, including all Addenda, and has had the opportunity to ask questions and obtain interpretations or clarifications concerning Contract Documents.

PART 7
NON-COLLUSION AFFIDAVIT

The individual person(s) executing this Proposal, being first duly sworn, depose(s) and state(s) that the Bidder has not directly or indirectly entered into a combination, collusion, undertaking or agreement with any other bidder or person (i) relative to the price(s) proposed herein or to be bid by another person, or (ii) to prevent any person from bidding, or (iii) to induce a person to refrain from bidding; and furthermore, this Bid Proposal is made and submitted without reference to any other bids and without agreement, understanding or combination, either directly or indirectly, with any persons with reference to such bidding in any way or manner whatsoever.

PART 8
E-VERIFY PROGRAM

Pursuant to Indiana Code 22-5-1.7-11, the contractor awarded the Bid is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The contractor who is awarded the Bid is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The individual person(s) executing this Proposal, being first duly sworn, depose(s) and state(s) that the Bidder does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into an agreement for this Bid, the undersigned business entity will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

PART 9
SIGNATURES

[Signature by or on behalf of the Bidder in the spaces provided below shall constitute execution of each and every Part of this Itemized Proposal and Declarations document. SIGNATURE MUST BE PROPERLY NOTARIZED.]

Written Signature: _____

Printed Name: _____

Title: _____

Important - Notary Signature and Seal Required in the Space Below

STATE OF _____

SS:

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____,
20 ____.

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____

Standard Questionnaires and Financial Statement for Bidders

For use in investigating the qualifications of bidders on public works contracts when the aggregate cost of such contract will be a hundred thousand dollars (\$100,000) or more. This form may be used for any other contract when the ordering department requests it.

These statements are to be submitted under oath by each bidder with and as a part of the bid.

NOTE: THIS FORM BECOMES PART OF THE BID FILE, AND PURSUANT TO INDIANA'S PUBLIC RECORDS LAW (IND. CODE SS5-14-3-1-5-14-3-10), WILL BE AVAILABLE FOR PUBLIC INSPECTION AND COPYING DURING CENTRAL PURCHASING'S REGULAR BUSINESS HOURS WHEN THE TOTAL CONTRACT PRICE EXCEEDS \$100,000.

Submitted to: City of Indianapolis, Central Purchasing

Company Name: _____

Address: _____

Representative: _____

Telephone Number: _____

Date Submitted: _____

TO THE BIDDER:

These forms, required by the City of Indianapolis and Marion County, Indiana, have been prescribed by the State Board of Accounts.

They properly filled out and attested, must accompany each bid of a hundred thousand dollars (\$100,000), or more. If the ordering department requests it, they may be required for bids of lesser amounts as well.

The forms are designed to cover all public work Contracts/all other applicable situations and the bidder is required to answer such questions as are pertinent to the work being bid/R.F.Q. The purpose of the questionnaire is to enable the awarding body to determine the qualifications of the bidder to carry out successfully the contract if the same is awarded to the bidder.

The bidder will find it to his advantage to answer fully all questions coming within the range of the work being bid. Particular attention should be given to the "Financial Statement" and the details relative to the assets and liabilities set out. This form is made in extensive detail so that the bidder may explain his assets and liabilities in proper sequence and in a uniform manner. NOTE; FAILURE TO FILL OUT THESE FORMS COMPLETELY MAY BE GROUNDS FOR DECLARING THE ENTIRE BID NON-RESPONSIVE.

Submitted by _____

- A Corporation
- A Co-partnership
- An Individual

Principal Office at _____

To _____

EXPERIENCE QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor under your present business name? _____
2. How many years' experience in _____ construction work has your organization had:
 (a) As a general contractor _____ (b) as a sub-contractor _____
3. What projects has your organization completed?

CONTRACT AMOUNT	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER

3A What projects has your organization now in process of construction?

CONTRACT AMOUNT	CLASS OF WORK	WHEN TO BE COMPLETED	NAME AND ADDRESS OF OWNER

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

5. Has any offer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? _____ If so, state name of individual, other organization and reason therefore. _____

6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? .

 If so, state name of individual, name of owner and therefore. _____

7. In what other lines of business are you financially interested? _____

8. For what corporation or individuals have you performed work, and to whom do you refer? _____

9. For what cities have you performed work and to whom do you refer? _____

10. For what countries have you performed work and to whom do you refer? _____

11. For what State bureaus or departments have you performed work and to whom do you refer? _____

12. Have you ever performed any work for the U.S. Government? _____

If so, when and to whom do you refer? _____

13. What is the construction experience of the principal individual of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST

12. How and when will you pay for the equipment to be purchased? _____

13. Do you propose to rent any equipment for this work? _____ if so, state type, quantity and reasons for renting. _____

14. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give names of dealers or manufacturers _____

15. List all permits, licenses, or registrations, which you have and are required by law to maintain in order to bid on this work. Please include the type of the permit, license, or registration; the name of the issuing entity; the number of the licenses, permit, or registration; and the expiration date. _____

Dated at _____ this _____ day of _____, 20

 (Name of Organization)
 By : _____
 _____ (Title of Person Signing)

STATE OF _____

COUNTY OF _____, SS:

Being duly sworn, deposes and says that he is _____ of the above _____

_____ and that the answers to the questions in the foregoing questionnaires and all statement therein
 (Name of Organization)

contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20

My Commission expires _____

 Notary Public

LIABILITIES

		Dollars	Cts.
1. Notes payable	(a) To banks regular _____		
	(b) To banks for certified checks _____		
	(c) To others for equipment obligations _____		
	(d) To others exclusive of equipment obligations _____		
2. Accounts payable	(a) Not past due _____		
	(b) Past due _____		
3. Real estate encumbrances	_____		
4. Other liabilities	_____		
5. Reserves	_____		
6. Capital stock paid up:	(a) Common _____		
	(b) Common _____		
	(c) Preferred _____		
	(d) Preferred _____		
7. Surplus (net worth)	_____		
Total liabilities			

CONTINGENT LIABILITIES

1. Liability on notes receivable, discounted or sold	_____		
2. Liability on accounts receivable, pledged, assigned or sold	_____		
3. Liability as bondsman	_____		
4. Liability as guarantor on contracts or on accounts of others	_____		
5. Other contingent liabilities	_____		
Total contingent liabilities			

DETAILS RELATIVE TO ASSETS

1	Cash	(a) on hand _____ \$ _____ (b) deposited in banks named below _____ (c) elsewhere - - (State where) _____	
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NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT

2*	Notes Receivable	(a) due within 90 days _____ \$ _____ (b) due after 90 days _____ (c) past due _____	
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RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT

Have any of the above been discounted or sold? _____ If so, state amount, to whom, and reason _____

3*	Accounts receivable from completed contracts exclusive of claims not approved for payment	\$ _____
-----------	--	----------

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE

Have any of the above been assigned, sold, or pledged? _____ If so, state amount, to whom and reason _____

4*	Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate: (a) Amount receivable after deducting retainage _____ \$ _____ (b) Retainage to date due upon completion of contract _____	
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DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EXCLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	

Have any of the above been sold, assigned, or pledged? _____ If so, state amount, to whom, and reason _____

*List separately each item amounting to 10 percent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (continued)

5*	Accounts receivable not from construction contracts _____ \$ _____		
	RECEIVABLE: NAME AND ADDRESS	FOR WHAT	WHEN DUE

What amount, if any, is past due _____ \$ _____

6	Deposits with bids or otherwise as guarantees _____ \$ _____		
	DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE

7	Interest accrued on loans, securities, etc. _____ \$ _____		
	ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT

8*	Real estate (a) Used for business purposes _____ \$ _____
	Book value (b) Not used for business purposes _____ \$ _____

DESCRIPTION OF PROPERTY	<u>IMPROVEMENTS</u>		TOTAL BOOK VALUE
	NATURE OF IMPROVEMENTS	BOOK VALUE	
1.			
2.			
3.			
4.			
5.			
6.			
7.			

LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBERANCES
1.			
2.			
3.			
4.			
5.			
6.			
7.			

* List separately each item amounting to 10 percent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (continued)

9	Stocks and bonds	(a) Listed - - present market value _____ \$ _____
		(b) Unlisted - - present value _____

DESCRIPTION	ISSUING COMPANY	LAST INT. OR DIV PAID DATE	%	PAR VALUE	PRESENT MARKET VALUE	QUAN- TITY	AMOUNT
1.							
2.							
3.							
4.							
5.							
6.							
7.							
WHO HAS POSSESSION	IF ANY ARE PLEDGED OR IN ESCROW, STATE FOR WHOM AND REASON						AMOUNT PLEDGED OR IN ESCROW
1.							
2.							
3.							
4.							
5.							
6.							
7.							

10	Materials in stock and not included in Item 4, Assets:	(a) For use on uncompleted contracts (present value) _____ \$ _____
		(b) Other materials (present value) _____

DESCRIPTION OF MATERIAL	QUANTITY	PRESENT VALUE	
		FOR UNCOM- PLETED CONTRACTS	OTHER MATERIALS

11	Equipment at book value _____ \$ _____
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QUAN- TITY	DESCRIPTION AND CAPACITY OF ITEMS	AGE OF ITEMS	PURCHASE PRICE	DEPRECIATION CHARGED OFF	BOOK VALUE

Are there any liens against the above? _____ If so, state total amount _____ \$ _____

* If two or more items are lumped above, give the sum of their ages.

If a corporation, answer this:

Amount for which incorporated _____ \$ _____

Capital paid in cash _____ \$ _____

When incorporated _____

In what state _____

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

Do you have necessary "certificate of existence" (or certificate of authorization for a foreign corporation) to transact corporate business in this state, under the terms of Public Law 149, Acts of 1986, and acts amendatory thereto? _____

If a co-partnership answer this:

Date of organization _____

State whether co-partnership is general, limited or association _____

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
		\$
		\$
		\$
		\$
		\$
		\$
		\$

The name of the partnership firm under which the above partners are operating is _____

Give names and titles of all having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership, or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitter a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

Affidavit for Individual

STATE OF _____

COUNTY OF _____

}
SS: }

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this _____

(Applicant must sign here)

_____ day of _____ 20_____

Notary Public

Affidavit for Co-Partnership

STATE OF _____

COUNTY OF _____

}
SS: }

_____ being duly sworn, deposes and says that he is a member of the firm of _____; that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answer to the foregoing interrogatories are true.

Subscribed and sworn to before me this _____

(Member of firm must sign here)

_____ day of _____ 20_____

Notary Public

Affidavit for Corporation

STATE OF _____

COUNTY OF _____

}
SS: }

_____ being duly sworn, deposes and says that he is _____ of the _____, corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this _____

(Officer must sign here)

_____ day of _____ 20_____

Notary Public

NAME OF FIRM _____ DATE _____

ADDRESS _____

CITY OF INDIANAPOLIS
EQUAL OPPORTUNITY COMPLIANCE

PART I

Bidders participating in contractual or purchasing opportunities offered by the Consolidated City of Indianapolis are subject to compliance with the provisions of Ordinance 581-101 and Executive Order #1, Mayor of Indianapolis, February 27, 1987. Filing of Attachment A and B, which are a part of this form, at the beginning of each calendar year, will relieve the Bidder of the requirement to submit it with each bid, providing the Bidder has complied with Executive Order #1, 1987, and with all Federal, State and City Equal Opportunity provisions. A letter of compliance shall be issued by the City (Department of Minority & Women Business Development DMWBD). The Bidders must attach a copy of such letter, for the current year, to each and every bid. Completion of this form does not service as an Affirmative Action Plan.

“It is the policy of this Administration to strongly encourage efforts to increase opportunities for minority-owned business enterprises and for women-owned business enterprises to do business with the City of Indianapolis; and
“It is the goal of this Administration to achieve significant utilization of minority owned business enterprises in the purchasing of goods and services for the City in at least a dollar amount equal to fifteen percent (15%) of the annual amount spent by the City of Indianapolis for construction, goods and supplies and professional services” ; and
“It is the goal of this Administration to achieve significant utilization of women-owned business enterprises in the purchasing of goods and services for the City in at least a dollar amount equal to eight percent (8%) of the annual amount spent by the City of Indianapolis for construction, goods and supplies and professional services; and
“It is the goal of this Administration to achieve significant utilization of veteran-owned business enterprises in the purchasing of goods and services for the City in at least a dollar amount equal to three percent (3%) of the annual amount spent by the City of Indianapolis for construction, goods and supplies and professional services; and
“The successful implementation of this policy requires the participation and cooperation of all Departments and Divisions of the City of Indianapolis. See Executive Orders #1,1987, #5, 2008, and Municipal Ordinance 581-101.

PART II

The following standards and procedures are hereby created to ensure compliance with the President’s Executive Order #11246 and the Mayor’s Executive Orders #1, 1987 and #5, 2008:

(1.) Except as provided in (2) of this Part, all contracts, purchase orders, leases and bids awarded by the Purchasing Division of the Controller’s Office in excess of an annual aggregate amount of Twenty Five Thousand Dollars (\$25,000) including but not limited to construction, materials and supplies, services, professional services, concessions and franchises, are required to execute the following covenant:

“Contractor certifies for itself and all its subcontractors compliance with existing laws of the State of Indiana and the United States regarding (a) prohibition of discrimination in employment practices on the basis of race, sex, handicap, religion, national origin, disabled veteran status and United States military service veteran status; and (b) the utilization of Minority and Women Business Enterprises. Contractor further certifies that it (a) has formulated its own Affirmative Action Plan for the recruitment, training and employment of minorities and women, including goals and timetables; and (b) strongly encourages the use of small businesses, minority-owned businesses, women-owned businesses, and veteran-owned business in its operation.”

Signature of Company Official

Title of Official

If the contractor is bidding on a City contract, a copy of this covenant and the contractor’s Affirmative Action Plan must be submitted with the bid package. Any Affirmative Action Plan submitted to the, (DMWBD) must be approved by DMWBD. Failure to comply will result in the bid being non-responsive.

- (2.) Signatories to the Indianapolis Plan may submit documentation of their affiliation with the Indianapolis Plan as their Affirmative Action Plan, provided the Indianapolis Plan includes total workforce analysis and goals and timetables. Those contractors having less than fifteen (15) employees are not required to submit an Affirmative Action Plan to the DMWBD; however, any such contractor must submit an Affirmative Action policy statement, and they may be investigated by the DMWBD to see what commitment, if any, they have made to the goals and principles of Equal Employment Opportunity and Affirmative Action.
- (3.) In addition, all Bidders for contracts funded in whole or in part with federal monies shall fully comply with the United States Department of Labor "Model Federal EEO Bid Condition," as set forth in 41 Federal Register 32482, August 3, 1976, and attached to the invitation to bid, including President's Executive Order #11246, as amended, and all implementing rules and regulations thereunder.
- (4.) Pursuant to IC 5-16-7, each construction project must receive a scale of prevailing wages that must not be less than the common construction wage. All construction contract bids, in addition to the other requirements, must include in their computation such wage information. In addition, any complaints from any source regarding non-compliance in this area should be directed to the DMWBD. The DMWBD is responsible for investigating any report or complaint of non-compliance and has the authority to take any and all action to effectuate compliance with our State statute. If, in the opinion of the DMWBD, the disputes cannot be resolved informally, the information shall be transmitted to the Marion County Prosecutor for further proceedings in enforcing the law, pursuant to I.C. 5-16-7-3.
- (5.) City-County contracts shall include the following provisions for determining non-compliance with the non-discrimination requirements of this order:

Non-Compliance Procedure

After a determination by the Department of Minority & Women Business Development (DMWBD) that the Contractor has failed to comply with the terms of the Mayor's Executive Order #1, 1987; Mayor's Executive Order #5, 2008; President's Executive Order #11246; Revised Code of Indianapolis and Marion County, Chapter 581; or, the applicable wage rate while operating under a City-County contract, or has been adjudged in violation of any applicable State or Federal law, the DMWBD shall service written notice of such non-compliance on the Contractor or his/her representative(s). The Contractor shall be responsible for notifying any subcontractor or supplier who is not in compliance.

Upon request by the DMWBD, the Contractor determined to be in non-compliance shall meet with the Compliance Manager within five (5) working days of the written notice in order to determine a method of correcting the deficiencies and the time period within which such remedy shall be effected. If the remedy is not agreed upon within five (5) working days of the required notice, the Compliance Manager shall prescribe the remedy by which deficiencies shall be corrected and notify the Contractor in writing of such determination. If the contractor does not correct the deficiencies in the manner prescribed by the DMWBD within thirty (30) calendar days, the City may impose one or more of the following sanctions.

- a. Cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, including but not limited to withholding any progress payment or any other monies payable or due under the contract, for failure of the Contractor or subcontractor to comply with the provision of these Executive Orders.
- b. Reserve the right to review further contracts, or extensions or other modifications of existing contracts, with any non-complying Contractor to ascertain whether or not the Contractor has satisfied the standards and procedures as established by the DMWBD; and, that the Contractor has established and will implement personnel and employment policies that comply with the provisions of these Executive Orders and requirements.
- c. Placement on a list of contractors and vendors who have failed to comply (determined in accordance with the non-compliance procedure prescribed by the utilization plan) with the equal opportunity provisions of City contracts and purchasing policies. Contractors and vendors included on this list shall be denied City business opportunities for which bids are not required or solicited, until such time as the contractor or vendor demonstrates the ability to become compliant pursuant to the utilization plan. This list shall be distributed to the Directors of all city Departments and to the Office of the Mayor as prescribed by the utilization plan.

PART III

The City-County will award any contract for public work or improvements to the lowest, responsive Bidder. It is the policy of this Administration to acknowledge the fact that the lowest Bid will not always be a responsible and responsive Bid. In recognition of this fact and in furtherance of the City-County commitment to training, and employment of minorities, women, and veterans the City-County will consider the costs of training and percentage of minority, women, and veterans utilization in its determination of "responsible and responsive."

8/11 Unsafe Bldgs.

POST-BID-2A

ATTACHMENT "A" EMPLOYMENT DATA

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data is required to be filled in by law.

Does the Bidder currently employ any of the following: racial minorities women Veterans / Vietnam Individuals with a disability age 40-70

What is the weekly average number of employees in the past 12 months. _____

How many employees were terminated in the past 12 months. _____

How many new hires have been made in the past 12 months. _____

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES											
	TOTAL MALE & FEMALE	MALE	FEMALE	MALE					FEMALE						
				BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	WHITE	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	WHITE		
Officials, Managers & Supervisors															
Professionals															
Technicians															
Office and Clerical															
Craftsmen (Skilled)															
Operatives (Semi-Skilled)															
Laborers (Unskilled)															
Service Workers															
Apprentices															
TOTAL															
Total Employment from previous report (if any)															

DESCRIPTION OF OCCUPATIONAL CATEGORIES

OFFICIALS, MANAGERS & SUPERVISORS – Occupations requiring administrative personnel who set broad policies, exercise over- all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers and superintendents, salaried foremen who are members of management, purchasing agents and buyers, and kindred workers.

PROFESSIONALS – Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accounts and auditors, airplane pilots and navigators, architects, artists, chemists designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientist, physicians, social scientists, teachers and kindred workers.

TECHNICIAN – Occupations requiring a combination of basic scientific knowledge and manual skill, which can be obtained through about 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: draftsmen, engineering aids, junior engineers, mathematical aides, nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic physical sciences), and kindred workers.

SALES WORKERS – Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and salesmen, insurance agents and brokers, real estate agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks, and kindred workers.

OFFICE AND CLERICAL – Includes al clerical-type work regardless of level of difficulty, where the activities are predominately nonmanual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and account), messengers and office boys, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraphs and telephone operators, and kindred workers.

CRAFTSMEN (SKILLED) – Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgement and usually receive an extensive period of training. Includes: the building trades, hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists , pattern and modern makers, stationary engineers, tailors and tailoresses, and kindred workers.

OPERATIVES (SEMI-SKILLED) – Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

LABORERS (UNSKILLED) – Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the applications of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen and stevedores, lumbermen, craftsmen and wood choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

SERVICE WORKERS – Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institution, professional and personal service), barbers, charwomen and cleaners, cooks (except household), counter and fountain workers, elevator operators, firemen and fire protection, guards, watchmen and doorkeepers, stewards, janitor, policemen and detectives, porters, waiters and waitresses, and kindred workers.

APPRENTICES – Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a Federal or State agency.

8/11 Unsafe Bldgs.

POST-BID-3A

ATTACHMENT "B"
BIDDER INFORMATION

Questions relative to the information requested should be directed to the Department of Minority & Women Business Development (DMWBD), City of Indianapolis, Suite 1501, City-County Building, 200 E. Washington Street, Indianapolis, IN 317-327-5262.

The DMWBD will use the following information in evaluating the equal opportunity practices of the Bidder. It is necessary to know the type of service or products, ownership status, employment policies, utilization of protected groups, and past performance on public Contracts.

Name, Address and Telephone Number of Bidder covered by this Report

Name, Address and Telephone Number of Principal Official or Manager

Name and Title of Official in Charge

Name of Equal Opportunity Officer and How to Contact

Service Performed

_____ Construction Contractor _____ Supplier _____ Service
_____ Professional Service _____ Lessor / Lessee _____ Other

Ownership

_____ Corporation _____ Company _____ Proprietorship _____ Partnership _____ Joint Venture

Ownership is 51% or more: _____ Majority _____ Racial Minority _____ Woman-owned _____ Other

Name of Owner(s) _____

General Information

	<u>Yes</u>	<u>No</u>	<u>Construction Contractors Only</u>	<u>Yes</u>	<u>No</u>
Has the Bidder's name changed in the Past 2 years? If yes, state former name: _____	_____	_____	Is the Bidder a signatory in good standing with the Indianapolis Plan for Equal Employment?	_____	_____
Has the Bidder previously received contracts or purchase orders from the Consolidated City of Indianapolis?	_____	_____	Is the Bidder currently party to a collective bargaining agreement?	_____	_____
Has the Bidder been denied a contract from any government agency due to non-compliance with Equal Opportunity requirements or classified as debarred, suspended or ineligible?	_____	_____	Does the Bidder intend to utilize MBE/WBE/VBE/subcontractors/suppliers? _____	_____	_____
If the Bidder is a minority or woman-owned business, has certification been issued by the DMWBD?	_____	_____			
Has the Bidder filed an Affirmative Action plan with the City of Indianapolis?	_____	_____			

Certification

I certify that the information submitted on Attachment A and B of this form is accurate and complete.

Signature of Company Official

8/11 Unsafe Bldgs.

ATTENTION:

If your total number of employees is 15 or less, and your company was awarded a bid, or plans to bid on future projects, a **Policy Statement** is needed. The **Policy Statement** will establish your Company's compliance for one year.

Note: A **Policy Statement** should express your Company's commitment to providing **Equal Employment Opportunity** without regard to race, religion, color, sex, national origin, age, sexual orientation, gender, identity, ancestry, United States military service veteran status or disability.

SAMPLE POLICY STATEMENT LETTER

1. **Must mention at the bottom or top of the page, “Equal Opportunity Employer.”**
2. **Must keep a copy in the Company’s file.**

Equal Employment Opportunity Policy

The employment policies and practices of the Company’s Name are to recruit, hire, and treat employees without discrimination because of a person’s race, religion, color, sex, national origin, age, or disability. Our company is committed to providing Equal Employment Opportunity with respect to hiring, termination, compensation, advancement, upgrading and promotion, and transfer.

This company seeks to ensure compliance with the Civil Rights Acts of 1964, as amended, the Federal Highway Act of 1968, the Executive Order 11246, and 11375, the Indiana Civil Rights Act, and other Federal and State Law and Regulations pertaining to Equality of Opportunity and Affirmative Action Policies.

Our company is committed to leadership within the community, and to put forth-maximum efforts to achieve full employment and utilization of capabilities and productivity of all qualified individuals without regard to race, religion, color, national origin, age, sexual orientation, gender identity, ancestry, United States military service veteran status, or disability.

This company further recognizes that the effective application of a policy of Equal Employment Opportunity involves more than just a policy statement, and is committed to the promotion of Affirmative Action.

Signature

Company’s Chief Official
Name and Title

Signature

Company’s Equal Employment Opportunity Officer
Company’s Address and Telephone Number

POST-BID SUBMITTAL
(SEE ITB 6.1)

INDIANA PLAN/AFFIRMATIVE ACTION CERTIFICATION
(Bidders with more than 15 employees)

Bidders' certifications. A bidder will not be eligible for award of a contract under this Invitation for Bids unless such bidder has submitted as a part of its post-bid submittal the following certification, which will be deemed a part of the resulting contract:

Bidder's Certification

_____ (Bidder)
certifies for itself and its subcontractors that:

1. They intend to use the following listed construction trades in the work under the contract:

2. As to those trades set forth in the preceding paragraph which are eligible for participation in the Indiana Plan, they will comply with the Indiana Plan on all construction work (both federal and non-federal) in Indiana within the scope and coverage of that Plan, those trades being:

3. As to the trades which are not eligible for participation in the Indiana Plan, they adopt the minimum minority manpower utilization goals and the specific affirmative action steps listed in sections 6.1 and 6.1.1 of the Instructions to Bidders, for all construction work (both federal and non-federal) in Indiana subject to these Bid Conditions, those trades being:

(Signature of Bidder)

Date

Name: _____
(Printed)

Title: _____

BID BOND
Consolidated City of Indianapolis

Instructions To Bidders

Bidders may use this form or other form containing the same material conditions and provisions as approved in advance by Owner/Obligee.

Bidder/Surety must attach a signed, certified and effective dated copy of the Power of Attorney or Attorney-In-Fact establishing the authority of the person(s) signing this Bid Bond on behalf of the Surety.

Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds," as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned

"Bidder": _____
and

"Surety": [Name] _____
[Address] _____

a corporation chartered and existing under the laws of the State of _____, and authorized to do business in the State of Indiana,

are held and firmly bound unto the Consolidated City of Indianapolis, Indiana ("Owner/Obligee") in the full and just sum equal to five percent (5%) of the price stated in the Bid Proposal described below, including accepted alternates, if any, to be paid upon demand of the Owner/Obligee, together with interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner/Obligee to enforce this instrument, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Owner/Obligee has solicited bids for certain Work for or in furtherance of construction of public improvements described generally as

UB-12-603, Removal of Unsafe Structures in Center Township

pursuant to plans, specifications and other "Contract Documents" included as parts of and designated by such solicitation; and

8/11 Unsafe Bldgs.

WHEREAS, the Bidder has submitted to the Owner/Obligee a Bid Proposal to perform such Work.

NOW THEREFORE: The conditions of this obligation are such that if the Bid Proposal be accepted, with or without conditions, the Bidder shall within such time thereafter as prescribed by the Contract Documents (i) fulfill all conditions of such award that remain to be fulfilled, (ii) execute a Contract in accordance with the Bid Proposal and in the form and manner required by the Contract Documents, and (iii) thereafter provide all bonds, and other documentation required by the Contract Documents to be delivered to Owner/Obligee prior to commencing Work, including without limitation a sufficient and satisfactory Performance Bond and Payment Bond payable to Owner/Obligee, each in an amount of one hundred percent (100%) of the total Contract price as awarded and in form and with surety satisfactory to said Owner/Obligee, then this obligation to be void; otherwise to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Bidder to comply with any or all of the foregoing requirements within the time specified above and as prescribed by the Contract Documents, immediate pay to the Owner/Obligee, upon demand, the amount hereof, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Bidder and Surety have caused this instrument to be duly signed and sealed this ____ day of _____, 20__.

This Bid Bond shall bind the undersigned Surety whether or not also signed by the Bidder.

"Bidder"

"Surety"

By: _____

By: _____

Printed: _____

Printed: _____

coke, repairs on machinery, and tools, whether consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees:

1. that no defect or irregularity in the contract or in the proceedings preliminary to the letting of the contract will operate to release or discharge Surety.
2. that no change, omission, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to any Work to be furnished thereunder, and no delay by the Owner/Obligee in enforcement of the Agreement or this Bond shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to the Work.
3. that no final settlement between the Owner/Obligee and the Contractor shall abridge any right of the Owner/Obligee hereunder as to any claim that may remain unsatisfied.
4. that this Payment Bond and Surety shall not be released until one (1) year after the Owner/Obligee's final settlement with the Contractor.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

CONTRACTOR:] _____
[name]

By: _____
[signature] [printed name]

ATTEST: _____, Secretary
[signature]

SURETY: _____
[name]

By: _____, Attorney-in-Fact
[signature]

[printed name] [address]

under such contract, and shall fully indemnify and save harmless the Owner/Obligee from all costs and damages which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner/Obligee all outlay and expense which the Owner/Obligee may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees:

1. that no defect or irregularity in the contract or in the proceedings preliminary to the letting of the contract will operate to release or discharge Surety.
2. that no change, omission, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to any Work to be furnished thereunder, and no delay by the Owner/Obligee in enforcement of the Agreement or this Bond shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to the Work.
3. that no final settlement between the Owner/Obligee and the Contractor shall abridge any right of the Owner/Obligee hereunder as to any claim that may remain unsatisfied.
4. that this Performance Bond and Surety shall not be released until one (1) year after the Owner /Obligee's final settlement with the Contractor.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

CONTRACTOR: _____
[name]

By: _____
[signature] [printed name]

ATTEST: _____, Secretary
[signature]

SURETY: _____
[name]

By: _____, Attorney-in-Fact
[signature]

[printed name] [address]

AGREEMENT
Consolidated City of Indianapolis

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____.

by and between

"OWNER": Consolidated City of Indianapolis, Indiana, by and through its Department of Public Works, 1200 Madison Avenue, Suite 200, Indianapolis, Indiana 46225

and

"CONTRACTOR":

concerning the following:

PROJECT: UB-12-603, Removal of Unsafe Structures in Center Township

WORK: Removal of unsafe structures in Center Township.

RECITALS:

- A. The OWNER has heretofore caused to be prepared certain plans, specifications and other "Contract Documents" as hereinafter listed pertaining to the above described Project and Work, and the CONTRACTOR has filed Proposal to furnish said labor, tools, material, equipment, services, and perform said Work upon the terms and for the price(s) therein fully stated and set forth;
- B. The said Contract Documents accurately and fully describe the terms and conditions upon which the CONTRACTOR is willing to furnish the labor, tools, material, equipment, services, and perform the Work called for by the Contract Documents and in the manner and time and for the price(s) set forth herein.

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

1. Contract Documents

1.1 This Agreement consists of the following Contract Documents all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto and the same do in all particulars become the Agreement between the parties hereto in all matters and things set forth herein and described:

- .1 This Agreement;
- .2 All Addenda issued prior to receipt of Bids, whether or not receipt thereof has been acknowledged by CONTRACTOR in its Bid;
- .3 General Conditions
- .4 Special Conditions
- .5 CONTRACTOR's Itemized Proposal and Declarations
- .6 Technical Specifications
- .7 City Standards and Specifications
- .8 Instructions to Bidders
- .9 Advertisement or Notice to Bidders
- .10 Performance and Payment Bonds

1.2 In resolving conflicts, errors, discrepancies and disputes concerning the nature, character, scope or extent of Work to be performed or furnished by the CONTRACTOR, or other rights and obligations of the OWNER and CONTRACTOR, arising from or prescribed by one or more of the Contract Documents, the following rules shall govern:

- .1 A requirement occurring in one Contract Document is as binding as though occurring in all Contract Documents;
- .3 The Contract Documents shall be given precedence in the order listed in Paragraph 1.1 above; and

2. Contract Price

2.1 The CONTRACTOR shall, in strict conformity with the Contract Documents, furnish all labor, tools, materials, equipment, services, assume and fulfill all obligations and perform all Work required to demolish, complete, and make ready for use by the OWNER for the lump sum of _____ (\$_____).

2.2 The above stated Contract Sum will be paid to the CONTRACTOR in the manner and at such times as set forth in the Contract Documents.

3. Contract Time

3.1 It is hereby understood and mutually agreed, by and between the CONTRACTOR and OWNER, that the date of commencement and the time for completion of the Work as specified in the Contract Documents are ESSENTIAL CONDITIONS of this Agreement.

3.2 The CONTRACTOR agrees that the Work shall be commenced no later than the date indicated in the Notice to Proceed and that the Work shall be prosecuted regularly, diligently and uninterruptedly at such a rate of progress as will insure **completion of all Work on or before thirty (30) days after Notice to Proceed has been issued by the OWNER (“Contract Completion Date”)**.

3.3 The CONTRACTOR and OWNER acknowledge and agree that the time allotted by this Agreement for the performance and completion of the Work is reasonable and takes into account any and all risks and adverse conditions assumed by CONTRACTOR hereunder.

4. Liquidated Damages

The CONTRACTOR and OWNER recognize and contemplate that unexcused failure by the CONTRACTOR to complete the Work within the Contract Time will cause the OWNER and the Public to suffer financial losses or inconvenience the full and exact extent and character of which cannot be measured as a basis for recovery by the OWNER of actual damages, and that liquidated damages as prescribed in the Contract Documents represent a fair, reasonable and appropriate estimate thereof. Accordingly, the CONTRACTOR agrees that such liquidated damages may be assessed and recovered by the OWNER, as against CONTRACTOR and its Surety, in the event of delayed completion and without the OWNER being required to present any evidence of the amount or character of actual damages sustained by reason thereof. **Such liquidated damages shall be assessed and recovered at the rate of \$250.00 per day for each structure that remains undemolished and/or cleared, as required by rthe Contract Documents, beyond the Contract Completion Date.**

5. Effective Date

This Agreement shall be deemed effective as of the date and year first above written notwithstanding the date on which this Agreement has been executed by the respective parties or their representatives as stated below.

"CONTRACTOR" SIGNATURE:

IN TESTIMONY THEREOF, the CONTRACTOR has hereunder set his hand this _____ day of _____, 20____.

Firm Name _____

Address _____

Telephone No. _____ Fax No. _____

By: _____
Signature

Printed: _____

Title: _____

"OWNER" SIGNATURES:

IN WITNESS WHEREOF, the OWNER does hereby accept the foregoing Agreement, and has herewith set his/her hand this _____ day of _____, 20____.

For and on behalf of the Consolidated City of Indianapolis by its Department of Public Works and its Public Works Board.

CITY OF INDIANAPOLIS
DEPARTMENT OF PUBLIC WORKS
200 East Washington Street, Suite 2460
Indianapolis, Indiana 46204

APPROVED AS TO LEGAL FORM:
OFFICE OF CORPORATION
COUNSEL

Lori B. Miser
Director

Kevin R. Robling
for the Corporation Counsel

ATTEST:

- Approved for Availability of Funding
- Approved for Execution

Jeffrey L. Spalding
City Controller

Date

SC-1 Compliance With E-Verify Program

The following shall be added as paragraph 16.23 of the General Conditions:

- 16.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, CONTRACTOR shall enroll in and verify the work eligibility status of all newly hired employees of CONTRACTOR through the E-Verify Program (“Program”). CONTRACTOR is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- 16.23.1 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 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.
- 16.23.2 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.
- 16.23.3 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.

TECHNICAL SPECIFICATIONS FOR DEMOLITION & CLEAN-UP

The Demolition Work under these Specifications consists of razing the identified building(s) and improvements, which includes foundations, floor slabs, basement floors, basement walls, piers, etc. to one foot below the current depth of said building and improvement.

A. GENERAL REQUIREMENTS:

1. The Work under the Contract (“Work”), consists of the demolition and related work of the properties listed in Bid Part 3. All Work is to be completed within 30 days after the Notice to Proceed has been issued.
2. CONTRACTOR shall also be responsible for the performance of all other incidental and collateral work necessary to fully complete the removal of the building(s) and other improvements. This shall include barricading and fencing the Work site when appropriate.
3. CONTRACTOR shall obtain all necessary permits from the Department of Code Enforcement prior to commencing the Work.
4. Unless otherwise directed or permitted by the OWNER’S Representative, the CONTRACTOR shall arrange and execute the Work in such a manner that all highways, streets, alleys and public sidewalks within the construction limits shall be open to normal vehicular traffic and pedestrian traffic at all times.
 - a. If the CONTRACTOR blocks or uses a portion of the Right of Way, then the CONTRACTOR shall obtain a Right of Way Permit in advance from the Department of Code Enforcement.
5. The CONTRACTOR shall keep the site clean, orderly and safe while the Work is in progress.
6. Prior to the start of any demolition, the CONTRACTOR shall assure that each building, part of a building, or appurtenances thereof shall be subjected to rodent eradication. This portion of the Work shall be performed by a reputable, bonded exterminating company that provides proof of comprehensive and general liability insurance as prescribed by the State of Indiana. A copy of the contract with the exterminator shall be submitted with the Bid documents.
7. The CONTRACTOR shall give any necessary notification of the demolitions to Indianapolis Air Pollution Control, IDEM, and the EPA. Any fees associated with such notifications shall be included in the Bid price for demolition.

8. Tracked type construction equipment on the pavement, including public streets, alleys and sidewalks, is not permitted. The operation of overweight or oversize equipment on the pavement shall be governed by State and Local ordinances, laws, and regulations. Any damage to existing facilities caused by the CONTRACTOR's operations or equipment shall be satisfactorily replaced or repaired by the CONTRACTOR at no additional expense to the OWNER or property owner.
9. The CONTRACTOR may store demolition equipment and materials within the construction Limits, but outside the public Right of Way by at least 30 feet. All equipment and materials shall be removed immediately following work completion.
10. The CONTRACTOR shall not enter private property outside of the construction limits for any purpose in connection with the Work without obtaining the written permission of the property owner and shall obtain a property release from said owner at the completion of the Work.
11. The CONTRACTOR shall be responsible for the protection from injury or damage of all public and private property adjacent to the worksite, resulting directly or indirectly from the execution or non-execution of the Work.
12. The CONTRACTOR shall restore and fully compensate any injured party for any damage or injury to public or private property, in a manner acceptable to the OWNER.
13. The demolition of structures shall include the removal of existing basement walls and appurtenances, including water service lines, gas tanks, storage tanks, and the backfilling of each area so designated. Such demolition shall be performed in the following manner.
 - a. The building, foundation, curbs, sidewalks, concrete drives, and all appurtenances outside of the public Right of Way shall be removed to one (1) foot below its current depth or as otherwise directed.
 - b. Concrete slabs atop basements, pits, wells or cisterns, shall be broken and removed. Basement walls and floors including those where buildings have been previously removed shall be removed to one foot below their current depth, unless otherwise specified or directed by the OWNER.
 - c. All debris and unsuitable material in basement areas shall be completely removed and disposed of by the CONTRACTOR.
 - d. All cisterns or open wells in the area of demolition and tank removal areas shall be treated in the same manner as set out for backfilling of basements.
14. All wrecking and back filling shall be in accordance with Section 536 of the Revised Code of the Consolidated City of Indianapolis, Marion County. Any and all materials

associated with the Work shall become the property and be the responsibility of the CONTRACTOR.

15. If Federal funds are used, award of the Bid is subject to approval of the Bidder by the Department of Housing & Urban Development. The Bidder agrees to furnish all records and reports required for compliance with Federal Regulations for this bid and contract.
16. Vehicles transporting loose materials or debris shall use a container or vehicle which is equipped with a lid or cover preventing the escape of any contents.
17. All wrecking, demolition, land clearing and backfilling shall be performed in a manner to be consistent with the provisions of Section 511 of the Revised Code of the Consolidated City of Indianapolis, Marion County, and Regulation 6-4 of the Indianapolis Air Pollution Control Board.
18. The CONTRACTOR shall comply with all Federal, State, and Local laws and regulations concerning notification of the presence of asbestos and asbestos removal.
19. The Work shall be done pursuant to Section 536 of the Revised Code of the Consolidated City of Indianapolis, Marion County and all Work is subject to the approval of the State Commissioner of Buildings and in compliance with the Air Pollution Control Ordinances of Marion County.
20. The OWNER reserves the right to withdraw any or all items (Parcels) from the scope of work pursuant to ITB Section 7.
21. Projects awarded that include more than one structure to be demolished require the costs to be broken down by each structure during the invoicing process. Start dates and completion dates shall be included per property.

B. UTILITIES

1. All storm and sanitary sump pumps, down spouts, floor drains and laterals shall be completely and properly abandoned at the property lines. Sanitary sewer lines shall be abandoned per Section 401.08 of the Indianapolis Sanitary District Standards. CONTRACTOR shall obtain all necessary permits prior to commencing the Work. Please refer to Attachment A of this document (401.08 Abandoning Sanitary Sewer Facilities).
2. Water supply lines leading directly into the property supplied from the distribution main or private main shall be removed at the distribution main and shall be the responsibility of the CONTRACTOR. The removal shall be per Citizens Water's standards. No direct payment shall be made for the removal of the existing water service(s) but the cost thereof shall be included in the costs of the other items in the Bid.

3. The CONTRACTOR shall take all necessary precautions to prevent damage of trees, pipes, conduits and other underground structures and public utilities, and shall carefully protect from damage all land monuments and property markers until an authorized agent has referenced their locations, and as authorized by the OWNER'S representative.
4. The CONTRACTOR shall remove all dead and/or hazardous trees and/or other vegetation from the property.

C. BUILDING DEMOLITION

1. If the CONTRACTOR encounters any suspected contaminated material, the CONTRACTOR shall contact the Project Manager, and OWNER staff will determine the appropriate method of handling and disposing such material.
2. All material salvaged from the Work shall be the property of the CONTRACTOR.
3. All Underground Facilities shall be removed totally from the site. All underground and at grade concrete slabs shall be broken and removed as stated in A(13) of the General Requirements in these Technical Specifications.

D. ITEMS NOT SCHEDULED FOR DEMOLITION

1. Public sidewalks, street curbs, etc. shall not be removed by the CONTRACTOR. Damage done to those public sidewalks and curbs shall be repaired or replaced to the satisfaction of the OWNER by the CONTRACTOR at the CONTRACTOR's expense.
2. The CONTRACTOR shall provide protection for all parking areas, streets, drives, adjacent buildings, public sidewalks, curbs, alleys and equipment both on and off the property not scheduled for demolition. The CONTRACTOR shall take all necessary precautionary measures and perform the work in such a manner, so as to adequately protect and safeguard the existing pavement, drainage structures, and other existing facilities in place from any damage due to demolition operations.

E. DISPOSAL OF DEBRIS CLEANUP

1. Disposal shall be made concurrently with the demolition Work. Accumulations of combustible materials shall not be permitted at any time. All debris shall be removed and disposed of at the CONTRACTOR's expense. Emission of excessive dust or particulate matter shall not occur in the course of demolition activity. A sufficient supply of water shall be available at the site of demolition activity in case it may be needed to put out a small fire and to settle dust.

2. Each parcel shall be left clean and free of all debris, rubbish, refuse, trash or any other foreign materials. Each parcel shall be left in a condition satisfactory to the OWNER, and individual inspection and acceptance will be made for each building or structure.
3. Upon completion of demolition, removal, and disposal of existing debris from basements, including termination of utilities, sealing floor drains, and breaking basement floors, the CONTRACTOR shall backfill basement areas with clean soil. The fill that is placed from grade to the depth of 12-inches shall consist of at least 80% soil base materials and have no stones or rocks larger than 2-inches in any dimension. Any excavations exceeding 2-feet in depth shall be properly compacted to prevent future settlement. Fill sand is not permitted.
4. The CONTRACTOR shall not use concrete from walks, steps, curbs, or any other material of this nature for such backfilling. The final grade of backfill for basements, pits, wells, and cisterns shall conform to surrounding area in such a manner as to present a neat, well drained appearance.
5. Loading, removal, transportation costs, dumping fees, dumpster fees, or any other fees associated with the disposal of all demolition debris and material shall be the sole responsibility of the CONTRACTOR.

F. GRADING OF SITE CLEARANCE AREAS

1. Area grading shall consist of the grading of filled areas, the leveling of ground broken by demolition operations and the removal of non-draining areas. Said area grading shall be rough grading only, leaving surface relatively smooth and capable of draining.
2. Low areas which could permit the retention and pooling of water shall be filled or graded to drain so that no pooling of water can occur.

G. SITE FILL MATERIAL

1. All wrecking and backfilling shall be in accordance with all applicable codes, statutes, standards, and the above specifications.
2. Jetting of the fill to obtain the required minimum density is prohibited.

J. EROSION CONTROL AND SEEDING

1. Raised areas, hills and areas where retaining walls or curbs are specified for removal, shall be cut back to a maximum slope of 3:1, flat enough to prevent erosion. An erosion control mat with grass seed shall be placed on the slope to prevent the slippage of soil onto public sidewalks and thoroughfares. Low spots remaining after the removal of curbs or walls shall be filled to grade and carefully compacted. All disturbed areas shall be permanently seeded upon final

grading. Refer to the City's Storm Water Design and Construction Specifications Manual, Chapter 600- Erosion and Sediment Control.

END OF TECHNICAL SPECIFICATIONS SECTION

EXHIBIT A **Sanitary District Standards, Sections 401.08 - .09**

401.08
Abandoning
Sanitary Sewer
Facilities

Sanitary Sewer Facilities shall be abandoned as follows:

1. Combined Sewers, Sanitary Sewers, and Force Mains

Combined sewers, sanitary sewers, or force mains to be abandoned shall be bulkheaded with mortar and an eight (8) inch thick concrete brick wall. The facility being abandoned shall be filled with sand or cellular concrete and plugged, unless an alternate plan is approved by the Division or Department.

Service shall be maintained within sanitary and combined sewers until the Division orders bulkheads placed.

No timber bulkheads shall be allowed.

2. Laterals

Numerous existing buildings use common or shared laterals. The Contractor shall determine if the lateral is common/shared prior to construction.

The requirements to abandon laterals, shown in Figure 400.04, are as follows:

a. If the lateral serves one building and is NOT part of a common/shared lateral:

The end of the lateral shall be sealed with a manufactured watertight cap/stopper made specifically for the purpose of sealing/capping the end of a sanitary sewer. The cap/stopper shall be installed per manufacturer's recommendation and in such a way to prevent any source of water from entering the sanitary sewer system. Any device or material that may slide into the lateral and potentially cause a blockage or obstruction in the mainline sewer will not be allowed.

The cap/stopper shall be installed on a defect free portion of the lateral at the right-of-way line on the building side of the street, or at the edge of the sanitary easement if located in the rear yard. If defects are found, the Contractor shall excavate toward the mainline sanitary sewer until an acceptable segment of lateral is found.

At the cap/stopper, a one-half (1/2) inch cast iron locator rod or magnetic locator tape shall be installed to within three (3) feet of the ground surface to provide for ease of location of the stub.

b. If the lateral serves more than one building and IS part of a common/shared lateral:

i. If at least one service from the common lateral is intended to remain, the connecting fitting for the laterals shall be removed and replaced with an elbow of sufficient angle to provide a smooth transition between the existing portions of the lateral. Elbow shall be a manufactured fitting and shall be installed per manufacturer's recommendation to assure a watertight seal.

ii. If all services from the common lateral are to be abandoned, requirements per Section 401.08.2.a shall apply.

When connections are made between non-similar pipe materials, a non-shear flexible coupling shall be used such as manufactured by Mission, Fernco, or approved equal.

Bedding and backfill requirements for abandoning any lateral shall be per Section 401.06.

3. Structures

Unless otherwise specified, all structures to be abandoned shall be removed to a depth of three (3) feet below the proposed ground elevation, or existing street grade, whichever is lower. The portions of the structure which are abandoned and left in place shall have holes drilled in a sufficient number to allow groundwater to enter and exit. The structure shall be backfilled with sand or B-Borrow and compacted to 95% Standard Proctor Dry Density. The Division or Department may modify the requirements if deemed necessary.

All existing pipe, equipment, or any other material is the property of the City of Indianapolis. When abandoning any sanitary sewer facility, the contractor shall contact the Department to determine if any of the abandoned material is to be salvaged. The determination will be at the sole discretion of the Department. The Contractor shall deliver all salvageable material and/or equipment to a location within the Indianapolis Sanitary District as determined by the Department. The Contractor shall be responsible for disposal of all material not being salvaged.

401.09
Embankment
Installations

For embankment installations, a minimum width of properly compacted bedding and backfill material is required to ensure that adequate stiffness of the pipe envelope is developed.

The Engineer shall determine the minimum embedment width, utilizing those bedding and backfill materials specified herein, in full conformance with those minimum standards set forth by the American Association for State Highway and Transportation Officials Standard Specifications for Highway Bridges, latest revision. Such factors as pipe stiffness, embedment stiffness, nature of in-situ soil, and anticipated construction and service loading shall be evaluated.
