REQUEST FOR PROPOSALS (RFP)

PROJECT NAME: Rushville Animal Shelter (Addition/Renovation)

To All Interested Bidders

You are invited to submit a formal proposal (bid) to renovate an existing structure into the front office of the new animal shelter as well an addition of a covered kennel. The response to the RFP is to be received by the Board of Works for the City of Rushville, in accordance with the attached General Conditions and specifications. Please submit one original and two copies of your proposal.

A Non-Mandatory **Pre-Bid Meeting** will be held on (See Attached Schedule) at **10:00 AM – 5/20/2019**, Rushville IN. 46173. All questions that arise during the pre-bid meeting and document review are due to the City of Rushville by (See Attached Schedule). The questions/responses that require an **addendum** will be posted to the City of Rushville website at [www.cityofrushville.in.gov](http://www.cityofrushville.in.gov) no later than (See Attached Schedule).

Other questions not addressed at the **Pre-Bid** meeting should be emailed to mayor@cityofrushville.in.gov no later than (See Attached Schedule). All bidders need to check the city’s website by this date to ensure they received all addendums on this project.

**Sealed proposals will be received until (See Attached Schedule). All proposals shall be Clearly marked with “RUSHVILLE ANIMAL SHELTER.” The bid will be opened publically by the Board of Works at their regularly scheduled meeting at (See Attached Schedule) at Rushville City Council Chambers 330 N. Main, Rushville IN 46173.**

To aid the contractor/subcontractor and assure that all forms have been submitted and signed the contractor/subcontractor is required to fill out and sign the Proposal Checklist (CoR-PC) included as an attachment in the General Conditions forms.

**All sealed proposals must be delivered** following address;

**City of Rushville – Animal Shelter Bid**  
Attn: Ann Copley  
330 N. Main Street  
Rushville, IN 46173

Proposals will be opened at the time and date, and location indicated above. **Faxed or emailed proposals will not be accepted.** The proposals shall remain firm for not less than thirty (30) calendar days from the date of receipt of proposals. Bidders guarantee that all goods and services meet the requirements of the solicitation during the contract period.
This package consists of:

- RFP Cover Letter
- General conditions required forms
- Construction Drawings (PDF)
- Specifications (CoR-S)
- Project site map
- Construction Contract (CoR-CC)

**General Conditions**

1. **Scope of work**

   The following are the general conditions for the work to be performed.
   It is understood that except as otherwise specifically stated in the contract, the vendor (contractor) shall provide and pay for all materials, labor, tools, equipment, and transportation, of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Permits and licenses (including the City of Rushville) necessary for the execution of work shall be secured and paid for by the vendor. The City of Rushville permits and/or licenses shall be secured by the vendor but no fees will be charged to the vendor. All supplies and material shall be new.

   Any work necessary to be performed after regular working hours, such as worked performed on Sundays or legal holidays shall be performed without additional expense to the owner.

2. **Existing Conditions**

   The vendor, in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect the work. No consideration will be given to any claims based on lack of knowledge of existing conditions.

3. **Insurance Requirements**

   The Contractor (Subcontractors and Vendors) agrees to comply with the provisions of Worker’s Compensation laws of the state of Indiana.

   Prior to commencing the Work, Contractor shall procure, and thereafter maintain, at its own expense, until final acceptance of the Work or later as required by additional terms further defined in the Contract. At a minimum, the types of insurance and minimum policy limits specified shall be maintained in a form and from
insurers acceptable to the Owner as set forth below. All insurers shall have at least an A- (excellent) rating by A.M. Best and be qualified to do business and issue the requisite line of insurance in the state of Indiana.

This insurance will provide a defense and indemnify the Owner, but only to the extent attributable to the negligence of the Contractor or any entity for which it is legally responsible or vicariously liable.

Proof of this insurance, via a Certificate of Insurance, shall be provided to the Contractor before the Work commences, as set forth below.

To the extent that the contractor/subcontracts with any other entity or individual to perform all or part of the Contractor’s Work, the Contractor shall require the Subcontractors, prior to the commencement of the Work, to furnish evidence of equivalent insurance coverage that includes in all respects the same terms and conditions as set forth herein. In no event shall the failure to provide this proof, prior to the commencement of the Work, be deemed a waiver by the Owner of Contractor’s or the Subcontractor’s insurance obligations set forth herein.

In the event that the insurance company(ies) issuing the policy(ies) require by this Contract deny coverage to the Owner, Contractor or the Subcontractor, the party being responsible for said insurance will, upon demand, defend and indemnify the Owner (and Contractor if applicable) at the Contractor or Subcontractor’s expense.

**Commercial General Liability Insurance**

$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage) $2,000,000 General Aggregate per Project  
$2,000,000 Products and Completed Operations Aggregate  
$1,000,000 Personal and Advertising Injury Limit  

**Business or Commercial Automobile Liability Insurance**  
$1,000,000 Combines Single Limit per accident  

**Workers’ Compensation and Employers’ Liability Insurance** (at the limit noted below)

$500,000 Each Accident, $500,000 Each Employee for Injury by Disease, $500,000 Aggregate for Injury by Disease  

**Excess or Umbrella Liability** (to overlay Employer’s Liability, Automobile Liability and Commercial General Liability coverage’s at the limit chosen in the drop down box below).

$1,000,000 Occurrence/aggregate  

The Owner, along with their respective officers, agents and employees, shall be named as additional insured’s on the Business or Commercial Automobile Liability Policy and for Ongoing Operations and Products/Completed Operations on the Contractor and Subcontractor’s Commercial General Liability Policy and Excess or Umbrella Policy. The Contractor shall continue to carry Completed Operations Liability
Insurance for at least three (3) years after either ninety (90) days following Substantial Completion of the Work or final payment to the Contractor on any individual Project, whichever is later.

It is expressly understood by the parties to this Contract that it is the intent of the parties that any insurance obtained by the Contractor shall be deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by any Subcontractor, or any of their respective consultants, officers, agents, Sub-subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Excess or Umbrella Liability and Workers Compensation policies in favor of Owner, and this clause shall apply to the Owner’s officers, agents and employees, with respect to all Projects during the policy term.

Prior to commencement of Work on any individual Project, Contractor shall submit a Certificate of Insurance in favor of Contractor and an Additional Insured Endorsement (in a form acceptable to the Owner) as required hereunder. The required Insurance policies and Certificate shall provide for thirty (30) days’ advance notice to Owner of the cancellation or any change in coverage. Copies of insurance policies shall promptly be made available to the Owner upon request.

4. Statement of Vendor’s qualifications (CoR-VQ)

As part of the proposal, the Vendor must complete the attached “Statement of Vendor’s Qualification” form. The Vendor may be required, before awarding of contract, to demonstrate to the complete satisfaction of the City, that the Vendor has the necessary certifications, licenses, facilities, ability and financial resources to execute the work in a satisfactory manner within the time specified; that the Vendor has had experience in work of the same or similar nature; and that the Vendor has past history and references which will assure the City of the Vendor’s qualifications for executing the work.

In addition the contractor/subcontractor has to be in good standing with the City of Rushville to be eligible to be awarded work by the City of Rushville.

5. Taxes

The City of Rushville is a tax exempt organization. A copy of the City’s tax exempt form will be furnished to allow the contractor/subcontractor to NOT charge taxes on this project.

6. Governing law

All proposals and related documents submitted to the City of Rushville by Vendors are governed under the laws of the State of Indiana and local ordinances, polices and regulations.
7. Schedule

- **RFP Approval (Board of Works)**: 5:30 PM - 5/8/2019
- **RFP – General Conditions and Specifications Available**: 9:00 AM – 5/10/2019
- **Prebid (@ City Center – 330 N. Main St)**: 10:00 AM – 5/20/2019
- **Questions from contracts (for Addendum)**: 2:00 PM – 5/24/2019
- **Addendum (Revisions to bid package)**: 2:00 PM – 5/27/2019
- **Bids Due (to City Center 330 N. Main)**: 3:30 PM - 6/7/2019
- **Bid Opening (Board of Works Meeting)**: 5:30 PM – 6/11/2019
- **Award Project/Notice to Proceed (No later than)**: 5:30 PM – 6/18/2019

**Most bids are tabled for review the meeting of their opening to allow for the attorneys to review. The actual award usually takes place between the opening and the next regularly scheduled meeting unless scheduled otherwise.**

8. Addenda

If any questions arise from the RFP the bidder may submit to mayor@cityofrushville.in.gov. A request for interpretation via email at mayor@cityofrushville.in.gov. Any interpretation of documents will be made by addendum to the RFP. Any addenda will be published on the city website on the procurement page at www.cityofrushville.in.gov no later than (See Attached Schedule).

All questions shall be emailed to mayor@cityofrushville.in.gov no later than (See Attached Schedule). All questions that arise that require an addendum will be posted to the City of Rushville website at no www.cityofrushville.in later than (See Attached Schedule).

The City of Rushville will not be responsible for any other explanations or interpretations. The City of Rushville reserves the right to extend the due date if such information significantly amends this solicitation (substantial revisions to the scope of the project) or makes compliance with the original due date impractical. The City of Rushville reserves the right to reject any or all proposals and waive technicalities and informalities.

9. Proposal Form and Format (CoR-PF)

Proposals should be submitted in the format specified within this document, contain information required by the RFP, and be submitted in a sealed envelope addressed to:

**City of Rushville – Animal Shelter Bid**
Attn: Ann Copley
330 N. Main Street
Rushville, IN 46173

Sealed proposals will be received until (See Attached Schedule). All proposals shall be clearly marked with “RUSHVILLE ANIMAL SHELTER”. The bid will be opened publicly by the Board of Works at their regularly scheduled meeting at (See Attached Schedule) at Rushville City Council Chambers 330 N. Main, Rushville IN 46173.
10. Deviations

Any deviations from the scope of work indicated herein must be submitted in writing, clearly noted and explained in detail on a separate form, and attached to the submitted proposal; otherwise, it will be considered that items/services offered are in strict compliance with these specifications and the successful bidder shall be held responsible thereto.

Any deviations within a submitted proposal between prices quoted and restated in the summation sheet shall be resolved by the City of Rushville as being the lower price, unless the bidder requested in writing a corrections or withdrawal of proposal prior to the date and time set for opening.

Any proposal withdrawal or modification received after the established due date at the place designated for receipt of proposals is late. No late proposal, late modification, or late withdrawal will be considered and shall be returned to the Vendor unopened. The City of Rushville reserves the right to reject any or all proposals. It further reserves the right to waive technicalities and formalities in proposals as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interest of the City of Rushville. The City will be the sole judge as to whether proposals submitted meet all requirements contained in the solicitation.

11. Affidavits (CoR-EA)

Before acceptance of the proposal by the City, the Vendor will be required to furnish affidavits on the enclosed forms.

12. Withdrawal of Proposal

A proposal cannot be withdrawn after it is filed, unless
(a) The Vendor makes a request in writing to the City prior to the time set for opening of proposals or
(b) The City fails to accept a bid within thirty (30) days after the bid opening date.

13. Award on Contract

Award of contract will be made to the most responsive/responsible bidder meeting the requirement of the City of Rushville within 30 days of the bid opening date. This solicitation does not commit the City of Rushville to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for goods services listed herein. The City may accept any proposal offered on an all, partial, or none basis, or within funds available, whichever is in the best interest of the City.

14. Contract Form

Upon contract award, the city and vendor will have a signed contract prior to any work being started.
15. Change in Contract

The Owner will not be responsible for any change in the work (via change order) involving extra cost unless approval in writing is furnished and approved by the City of Rushville before such work is begun.

16. Indemnification and Contractor’s Liability (CoR-IA)

Contractor or Subcontractor/Vendor hereby assumes the entire responsibility and liability for all Work, supervision, labor and materials provided, whether or not erected in place, and for all plant, scaffolding, tools, equipment, supplies and other things provided by Contractor or Subcontractor/Vendor until final acceptance of the entirety of the Work by Owner. In the event of any loss, damage or destruction thereof from any cause, Contractor or Subcontractor/Vendor shall be liable therefor, and shall repair, rebuild and make good said loss, damage or destruction at Contractor or Subcontractor/Vendor’s cost, subject only to the extent that any net proceeds are payable under any builder’s risk property insurance that may be maintained by Owner or Contractor, if any.

To the fullest extent permitted by law, the Contractor or Subcontractor/Vendor shall indemnify, defend, and hold harmless the Owner and their respective officers, directors, employees and agents (“Indemnified Parties”) from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs reasonable attorney’s fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of Contractor or Subcontractor/Vendor’s Work under the Contract, whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the Contractor or Subcontractor or any entity for which it is legally responsible or vicariously liable: regardless of whether the claim is presented by the Contractor or Subcontractor/Vendor’s employee, his/her spouse, legal or domestic partner under applicable state law and/or dependents of the Contractor or Subcontractor/Vendor’s employee. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Contractor or Subcontractor/Vendor or the rights of the Owner contained in this Contract or otherwise. This indemnification shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits acts and includes any loss or injury suffered by an employee of the Contractor or Subcontractor/Vendor or any others who claim to have directly or derivatively sustained injury or damages due to the injury sustained by the Contractor or Subcontractor/Vendor’s employee. This indemnification shall be in addition to any indemnity liability imposed by the Contract documents, and shall survive the completion of the Work or the termination of the Contract or Subcontract. (Please see attached form CoR-IA)

17. Mechanics Lien (Waiver of Lien - CoR-WL)

The Contractor is to provide Mechanic’s lien waiver (as governed under Title 32 of Indiana Code). A waiver is a knowing relinquishment of a right. In this case, the person granting the waiver is relinquishing the right to seek a mechanic’s lien for all or part of the amount due. The city at the time of payment to the contractor is requiring a Lien Waiver to the contractor/subcontractor/supplier. Contractor/subcontractor/supplier is to provide a Lien Waiver representative of the proportion of the draw requested.
This would apply to those project that take greater then (30) days to complete. *(Please see attached form – CoR-WL)*

18. Installation

The City anticipates issuing a **notice to proceed** no later than *(See Attached Schedule)*, following award. The successful bidder shall start the project within **30 calendar days** from the date of the **Notice to Proceed**.

19. Warranty

All materials and labor provided and installed by the Vendor shall include a warranty. Those items covered in the warranty should be noted and should define whether they include material and labor.

Minimum Warranty shall be a minimum one (1) year parts and labor (if applicable or as defined by the manufacturer).

The effective date of the start of the warranty period will need to be agreed to prior to the signing of the contract.

20. Site Visit

To arrange a site visit, please contact Brian Sheehan via email at bsheehan@cityofrushville.in.gov or phone at (765) 932-3735.

21. Local Vendor Preference

The City of Rushville has a local vendor preference policy.

22. Application for Payment

All applications for payment shall be mailed:

City of Rushville- Clerk Treasurer  
Attn: Ann Copley  
330 North Main Street  
Rushville, IN 46173

23. Payments

The City of Rushville requires a formal listing of the Partner Contractor/Subcontractor who will be doing significant amounts of work on the project. Significant is defined in this document as 5% of the total contract cost.

Payments will be made to the Vendor on a monthly basis. Invoices should be submitted on the Thursday prior to the 1st Monday of every month. Once all aspects of the contract have been completed to the Owner’s satisfaction and a final payment will be made. The city will hold a 5% retainage on the project until one year
(1 year) after completion. The City will consider other reasonable arrangements should they be requested by the Vendor.

24. Liquidated Damages

Liquidated damages in the amount of $100 per day from each calendar day after the estimate completion date provided by the contractor as part of his proposal, these damages will be charged to the Contractor. Liquidated damages will not be charged for delays associated with weather. Furthermore, the City will consider all other reasonable requests associated with weather related delays.

An agreed to completion date will be provided in the proposal and will be agreed to and written in the final contract.

25. Construction during City of Rushville office hours

Work shall be performed in a matter not to impede the day to day function of City of Rushville Animal Shelter unless scheduled and approved by the building official. Due to the fact the new location operates independent of the existing Animal Shelter there are anticipated to be no construction conflicts.

26. Weather

The Animal Shelter shall never be open to the elements at any time. All openings must be covered in a manner to withstand any weather condition and must be secured to avoid anyone entering the building under construction/renovation.

27. Staging

An allotted area at Rushville Animal Shelter department will be allowed for material storage and a site dumpster. The exact extents and limits of the staging area need to be coordinated and approved by the Rushville Board of Works prior to any material or dumpster placement.

28. Safety and Site Cleanup

The Contractor or subcontractor shall, at its own expense, preserve and protect from injury its employees engaged in the performance of the Work and all property and persons which may be affected by its operations in performing the Work. The prevention of accidents to workers engaged in the Work and others affected by the Work is the responsibility of the Contractor or Subcontractor, and Contractor or Subcontractor shall comply with all federal, state, labor and local laws, regulations and codes concerning safety as shall be applicable to the Work and to the safety standards established by Contractor or subcontractor during the progress of the Work. Contractor or the Subcontractor shall clean up the areas used by it or it’s Work on a daily basis in a manner that will not impede either the progress of the Project or of other trades.
29. Damage

Any existing pavement, curb, grass, landscaping, utilities, existing building or fencing damaged due to construction activities shall be restored to original or better condition by the contractor at no additional costs to the Owner.

30. Vendor Employees

Contractor shall supply the name and date of birth for all on-site employees to the Mayor-Mike Pavey prior to the commencement of any work.

31. Personal Protection Equipment (PPE)

Vendor shall comply with all OSHA Requirements and shall be responsible for required PPE of all employees.

32. Construction Waste

Vendor shall be responsible for the removal of all waste products and disposed of. Contract shall include all haul off expenses in the bid.

33. Sanitation

Vendor shall supply a minimum of one on-site portable restroom.
PROPOSAL CHECKLIST (CoR-PC)
CITY OF RUSHVILLE
ANIMAL SHELTER

BIDDER

Name of firm: _______________________________________________________________________

YOU ARE REQUIRED TO COMPLETE AND INCLUDE IT IN WITH YOUR PROPOSAL.
YOUR PROPOSAL PACKAGE MUST INCLUDE ONE ORIGINAL AND THREE COPIES OF THE
FOLLOWING ITEMS IN THE ORDER SPECIFIED:

___ 1. SIGNED PROPOSAL CHECKLIST
___ 2. SIGNED PROPOSAL FORM
___ 3. NAME OF PARTNER CONTRACTORS/SUBCONTRACTORS
___ 4. COMPLETE STATEMENT OF VENDOR’S QUALIFICATIONS
___ 5. E-VERIFY AFFIDAVIT
___ 6. SIGNED INDEMNIFICATION STATEMENT
___ 7. LIEN WAIVER
___ 8. PROJECT DESCRIPTION AND SPECIFICATION
___ 9. PROJECT CONTRACT
___ 10. FORM 96

Those items that provide added value to the owner that are not listed above:

________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

SIGNATURE: _______________________________________________________________________

PRINTED NAME AND TITLE: __________________________________________________________

DATE: ____________________________________________________________________________
PROPOSAL FORM (CoR-PF)

RUSHVILLE ANIMAL SHELTER

NO LATER THAN
(See Schedule)

DELIVER TO:
City of Rushville Animal Shelter (RFP)
Attn: Mayor – City of Rushville
330 N. Main Street
Rushville IN 46173

Name of Firm: _______________________________________________________________

Having carefully examined the proposal requirements including the General Conditions, and the Request for Proposal (RFP) for City of Rushville Animal Shelter any addenda, and conditions affecting the work, the undersigned proposes to provide the required materials, services, warranties and delivery of specified in the attached proposal for the total sum not to exceed:

GRAND BASE TOTAL $______________

Alternate #1 (Adds/Deducts) ___________________________ $______________
Alternate #2 (Adds/Deducts) ___________________________ $______________
Alternate #3 (Adds/Deducts) ___________________________ $______________
Alternate #4 (Adds/Deducts) ___________________________ $______________
Alternate #5 (Adds/Deducts) ___________________________ $______________

Respectfully Submitted,
Name of Firm: _______________________________________________________________
Address of Firm: _______________________________________________________________
Signature: _____________________________________________________________________
Telephone Number: _____________________________________________________________________
Name Title: _____________________________________________________________________
Name and Title of Vendor’s Representative who will service contract: ____________________________
____________________________________________________________________________
Address and Telephone Number of Vendor’s Representative: ____________________________
Email address of Vendor’s Representative who will service contract: ____________________________
Start Date _______________ - Completion Date ___________________

SIGNATURE: _____________________________________________________________________
PRINTED NAME AND TITLE: ____________________________________________________________
DATE: ________________________
# PARTNER CONTRACTORS/SUBCONTRACTORS LIST (CoR-PCSL)

**CITY OF RUSHVILLE**  
**ANIMAL SHELTER**

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**SIGNATURE:** ____________________________________________________________

**PRINTED NAME AND TITLE:** ________________________________________________

**DATE:** ________________________
STATEMENT OF VENDOR’S QUALIFICATION (CoR-VQ)

To accompany proposals submitted for City of Rushville City Animal Shelter
Name of Vendor: _________________________________________________________
Telephone Number: _______________________________________________________

Please Provide Three References;

REFERENCE 1:
NAME: _________________________________________________________________
ORGANIZATION: _________________________________________________________
TITLE: __________________________________________________________________
AFFILIATION: ____________________________________________________________
PHONE NUMBER: _________________________________________________________

REFERENCE 2:
NAME: ________________________________________________________________
ORGANIZATION: ________________________________________________________
TITLE: _________________________________________________________________
AFFILIATION: ___________________________________________________________
PHONE NUMBER: _________________________________________________________

REFERENCE 3:
NAME: ________________________________________________________________
ORGANIZATION: ________________________________________________________
TITLE: _________________________________________________________________
AFFILIATION: ___________________________________________________________
PHONE NUMBER: _________________________________________________________

□ Contractor/Vendor
   Vendor is in good standing in all regards with the City of Rushville

SIGNATURE: _______________________________________________________________________
PRINTED NAME AND TITLE: __________________________________________________________
DATE: _________________________
Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor 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 undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): 

By (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 ________________________________
INSURANCE-INDEMNITY AGREEMENT (CoR-IIA)

This agreement is being entered into by all indicated parties for any and all work done for, with, or on behalf of ___________________________ for the period starting with: ______________ and running until _________.

This agreement is being provided for ___________________________ by ___________________________ in full agreement to the insuring and hold harmless conditions outlined below, and pertains to all work performed during this indicated period of time whether via written or verbal arrangements.

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Contractor shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Owner, certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term “Contractor” as used in this insurance rider shall mean and include contractors of every tier, including General Contractors and all subcontractors hired or employed for this project.

A. Worker’s Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer’s Liability Insurance. Coverage must be included for sole proprietors.

B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than One Million ($1,000,000) dollars per occurrence and Two Million ($2,000,000) aggregate. The aggregate must be applicable on a per project and per location basis. Coverage must include the following perils:

1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.

2. Completed Operations/Products Liability.

3. Broad Form Property Damage

4. Personal and Advertising Injury Liability

5. Independent Contractors

6. Endorsements must be furnished reflecting the inclusion of the interest of Owner, their officers, directors, partners, representatives, agents and employees, and naming each as an “Additional Insured on a primary basis”.

7. Coverage is to be endorsed to reflect that insurance is to be primary with respect to any other collectable insurance, for the Owner and all other parties required to be named as additional insureds.

8. Coverage is to be provided on an “occurrence” basis with carriers licensed and admitted to do business in the State of Indiana or otherwise acceptable to the Owner. Carriers must be rated A- or better by Bests.
9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Owner. Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.

10. The insurance company providing coverage must be aware of the work being performed by the contractor on this project. To confirm same, the work being performed must be detailed on the certificate of insurance.

C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million ($1,000,000) Dollars.

D. Where an Off Project Site Property exposure exists, the Subcontractor at its sole expense shall furnish to the Owner, Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of City of Rushville to be named as Loss Payees shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities named in the contract.

“All Risk” Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.

E. The above insurances shall each contain the following wording verbatim:

“City of Rushville, is interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled, materially changed or not renewed without at least a thirty (30) day advance written notice to City of Rushville 330 North Main Street, Rushville, IN. 46173, certified mail – return receipt requested.”

F. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of any Contractor.

G. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner which shall be subject to the Owners approval of adequacy of protection and the satisfactory character of the Insurer. The certificate of insurance language detailed above the authorized representative, must read as follows: “Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail written notice to the certificate holder named to the left.”

H. Any type of insurance or any increase of limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

I. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility of liability under this Contract.

J. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the City of Rushville and all other indemnities named in the Contract.
K. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million ($1,000,000) Dollars per occurrence and Two Million ($2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

L. ** All insurance requirements are intended to match those in the General Conditions. Any conflict found is to be reported to the owner. Insurance requirements in the case of a conflict in between General Conditions Section 3-Insurance requirements and Insurance Indemnity Agreement (Cor-IIA) the contractor is to provide that coverage that is most beneficial to the project owner (City of Rushville).

HOLD HARMLESS:

To the fullest extent permitted by law, Contractor will indemnify and hold harmless Owner, their officers, directors, partners, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of contractor, its officers, directors, agents, employees and subcontractors, in connection with the performance of any work by or for contractor pursuant to any contract Purchase Order and/or related Proceed Order, except these claims, suits, liens, judgments, damages, losses and expenses caused by the negligence of City of Rushville. Contractor will defend and bear all costs of defending any actions or proceeding brought against Owner, their officers, directors, agents and employees, arising in whole or in part our of any such acts, omission, breach or default. The foregoing indemnity shall include injury, death or disability of any employee of the Contractor and shall not be limited in any way by an amount or type of damage, compensation, or benefits payable under any applicable workers compensation, disability benefits or other similar employees benefit act.

The Contractor hereby expressly permits the Owner to pursue and assert claims against the Contractor for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

OWNER (Signature)  CONTRACTOR (Signature)

(Printed name and title)  (Date)  (Printed name and title)  (Date)
WAIVER OF LIEN (CoR-WL)

TO WHOM IT MAY CONCERN:

Whereas the undersigned has been employed by ______________________________________ to furnish ______________________________________________________________________ ______________________________________________________________________
for the premises known as ______________________________________________________
of which _____________________________________________________ is the Owner/Lessee.

The undersigned, for and in consideration of __________________________________________ ($______________________) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Indiana, relating to mechanics’ liens, with respect to and on said above-described premises, and the improvements thereon, and on the materials, fixtures, apparatus or machinery furnished and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore furnished or which may be furnished at any time hereafter, by the undersigned for the above-described premises.

Given under _________ hand ___________________________ and seal ___________
this _____ day of ________________________, _______.

Note: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, partnership name should be used, partner should sign and designate himself as partner
PROJECT DESCRIPTION AND SPECIFICATIONS (CoR-S)

The City of Rushville is seeking proposals to replace the CITY OF RUSHVILLE ANIMAL SHELTER at RUSHVILLE CITY CENTER, 330 N. Main Street, Rushville, IN 46173.

Statement of Vendor Qualifications must detail the following:

1. A list of references.
2. Contractor has to be in good standing with the City of Rushville

Successful Bidder is agreeing to construct the project as outlined in the following drawings:

T100 – Title Sheet
C1.0 - Topographic Survey
C2.0 - Site Plan
A100 - Exterior Elevations/Existing Structure Floor Plan/Demolition Floor Plan
A101 - Master Floor Plan/Construction Floor Plan
A102 - Fire/Life Safety Plan, Schedules
A103 - Wall Sections
S100 - Foundation Plan/Roof Framing Plan
M100 - Mechanical Plan
P100 - Plumbing Plan
E100 - Electrical Power/Lighting Plans
CONTRACT FOR CONSTRUCTION (CoR-CC)
CITY OF RUSHVILLE

AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT made this ___ day of May, 2019.

BETWEEN the Owner:

City of Rushville
330 N. Main Street, Suite 200
Rushville, IN 46173

And the Contractor:

For the following Project:

Rushville Animal Shelter

The Owner and Contractor agree as follows:

TABLE OF ARTICLES
1. THE CONTRACT DOCUMENTS, RFP COVER LETTER, GENERAL CONDITIONS, CONSTRUCTION DRAWING SPECIFICATIONS, PROJECT SITE MAP, CONSTRUCTION CONTRACT
2. THE WORK OF THIS CONTRACT
3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4. CONTRACT SUM
5. PAYMENTS
6. DISPUTE RESOLUTION
7. TERMINATION OR SUSPENSION
8. MISCELLANEOUS PROVISIONS
9. ENUMERATION OF CONTRACT DOCUMENTS
10. INSURANCE AND BONDS

ARTICLE 1 - THE CONTRACT DOCUMENTS CONSIST OF THE FOLLOWING:
The Contract Documents consist of the RFP cover letter, General Conditions, Construction
Drawing Specifications, Project Site Map, Construction Contract, this Agreement, Conditions of
the Contract (General, Supplementary and other Conditions), Drawings, Specifications,
Addenda issued prior to execution of this Agreement, other documents listed in this Agreement
and Modifications issued after execution of this Agreement, all of which form the Contract, and
are as fully a part of the Contract as if attached to this Agreement or repeated herein. The
Contract represents the entire and integrated agreement between the parties hereto and
supersedes prior negotiations, representations or agreements, either written or oral. An
enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 – THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as
specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a
different date is stated below or provision is made for the date to be fixed in a notice to proceed
issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable,
state that the date will be fixed in a notice to proceed.)

Date of Agreement is Date of Commencement

§ 3.2 The Contract Time shall be measured from the date of commencement

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than
_____ from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated
with the date of commencement. If appropriate, insert requirements for earlier Substantial
Completion of certain portions of the Work.)

Portion of Work
Substantial Completion Date
Entire Project

, subject to adjustments of this Contract Time as provided in the Contract Documents.

ARTICLE 4 – CONTRACT SUM
§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the
Contractor’s performance of the Contract. The Contract Sum shall be ____________.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in
the Contract Documents and are hereby accepted by the Owner:
Base Bid:

**CONTRACT SUM:**

§ 4.3 Unit prices, if any:

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price Per Unit ($0.00)</th>
</tr>
</thead>
</table>

§ 4.4 Allowances included in the Contract Sum, if any:

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
</table>

**ARTICLE 5 – PAYMENTS**

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contract as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be submitted pursuant to the General Conditions.

§ 5.1.3 Provided that an Application for Payment is received by the City of Rushville not later than the ___ day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the ___ day of the same month. If an Application for Payment is received by the City after the application date fixed above, payment shall be made by the Owner not later than _______ (___) days after the City receives the Application for Payment.

§ 5.1.4 Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5%). Pending final
The determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included pursuant to the General Conditions found in the Bidding Package;

.2 Add that portion of the contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the City has withheld or nullified a Certificate of Payment.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the City shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with the Contract Documents.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

No reduction of retainage prior to Substantial Completion

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the City.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

ARTICLE 6 – DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Board of Works will serve as Initial Decision Maker, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

Parties may submit to a mediator to be agreed upon by the parties who will be paid on a 50-50 basis by the parties.
§ 6.2 BINDING DISPUTE RESOLUTION
For any Claim subject to, but not resolved by, mediation, the method of binding dispute resolution shall be as follows:
Claims will be resolved by litigation in a court of competent jurisdiction in Rush County, Indiana

ARTICLE 7 – TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor with 30 days notice for any reason.

§ 7.2 The Work may be suspended by the Owner until the Contractor resolves necessary issues on problems.

ARTICLE 8 – MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

Brian Sheehan
Director of Special Projects and Capital Development
City of Rushville
330 N. Main Street, Suite 200
Rushville, IN 46173
(765) 932-3735
bsheehan@cityofrushville.in.gov

§ 8.3 The Contractor's representative:
(Name, address and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.5 Other provisions:

None.

ARTICLE 9 – ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are located in the Bid Package.
§ 9.1.3 All other items located in the Bid Package.

ARTICLE 10 – INSURANCE AND BONDS
The Contractor shall purchase and maintain insurance and provide bonds as set forth in the General Conditions.

This Agreement entered into as of the day and year first written above.

OWNER:  
____________________________
Michael P. Pavey, Mayor  
City of Rushville, IN

CONTRACTOR:  
____________________________

Attest:

__________________________________________
Ann L. Copley  
Clerk Treasurer, City of Rushville, IN

STATE OF INDIANA  
)  SS:
COUNTY OF RUSH  

Subscribed and sworn to by ____________ before me, a Notary Public in and for said County and State.
Witness my hand and notarial seal this _____ day of May, 2019.

Signed: __________________________
My commission number: ________________  
Printed: ______________________, Notary Public  
My commission expires: ________________  
Residing in ______________ County, Indiana
PART I
(To be completed for all bids. Please type or print)

Date (month, day, year): ____________________________

1. Governmental Unit (Owner): ____________________________

2. County: ____________________________

3. Bidder (Firm): ____________________________
Address: ____________________________
City/State/ZIPcode: ____________________________

4. Telephone Number: ____________________________

5. Agent of Bidder (if applicable): ____________________________

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete
the public works project of ____________________________
(Governmental Unit) in accordance with plans and specifications prepared by ____________________________
and dated ____________________________ for the sum of
$ ____________________________

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

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

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

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(If applicable)

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

The above bid is accepted this _________ day of ________________, ________, subject to the following conditions: ____________________________________________________________

____________________________________________________________________

Contracting Authority Members:
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

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

Governmental Unit: ______________________________________________________

Bidder (Firm) ____________________________________________________________

Date (month, day, year): ________________________________________________

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

<table>
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<tr>
<th>Contract Amount</th>
<th>Class of Work</th>
<th>Completion Date</th>
<th>Name and Address of Owner</th>
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2. What public works projects are now in process of construction by your organization?

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<tr>
<th>Contract Amount</th>
<th>Class of Work</th>
<th>Expected Completion Date</th>
<th>Name and Address of Owner</th>
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3. Have you ever failed to complete any work awarded to you? ____________ If so, where and why?

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

   ___________________________________________
   ___________________________________________
   ___________________________________________
   ___________________________________________
   ___________________________________________
   ___________________________________________

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

   ___________________________________________
   ___________________________________________
   ___________________________________________
   ___________________________________________
   ___________________________________________

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

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

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

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

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at __________________________ this ____________ day of __________________________, ______

____________________________
(Name of Organization)

By____________________________

____________________________
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF ______________________
COUNTY OF ______________________

Before me, a Notary Public, personally appeared the above-named _______________________________ and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this ____________ day of __________________________, ______

__________________________________
Notary Public

My Commission Expires:__________________

County of Residence:__________________
BID OF

(Contractor)

(Address)

FOR

PUBLIC WORKS PROJECTS

OF

Filed ________________________ ___

Action taken ___________________

______________________________