

PROJECT MANUAL

CLOSED CIRCUIT TELEVISION AND SONAR INSPECTION FOR PIPES PENETRATING LEVEE FLOOD PROTECTION SYSTEM

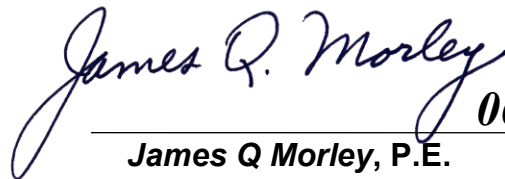
Project No.: 7549.2.005-A
June 11, 2025

Prepared For:

Evansville-Vanderburgh Levee Authority District
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06/11/2025

Date

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Invitation for Bid Publication

(Please reference I.C. 5-3 for bidding publication schedule. Notice must be published at least twice)

Notice is hereby given, that the Evansville-Vanderburgh County Levee Authority District Board (hereinafter referred to as the "Owner"), by and through its Levee Authority Department, will receive sealed proposals for the Closed-Circuit Television (CCTV) And Sonar Inspection For Pipes Penetrating Levee Flood Protection System in Evansville, Indiana.

Sealed proposals are invited and may be delivered or forwarded by registered mail, addressed to the Evansville-Vanderburgh Levee Authority District 1200 Stanley Ave. Evansville, Indiana 47711 in care of the Board prior to 9:00 A.M. (Local Time) on July 01, 2025. Proposals received after such hour will be returned unopened. Bids received prior to this time shall be opened and publicly read at the public meeting scheduled to take place on July 01, 2025 at 9:00 A. M. (Local Time) at the Evansville-Vanderburgh Levee Authority District, 1200 Stanley Ave. Evansville, Indiana 47711. All interested citizens are invited to attend, and should any citizen require special provisions, such as handicapped modifications or non-English translation personnel, the Board will provide such provisions as long as the request is made by June 24, 2025

A pre-bid meeting will be held at 09:00 A.M. (Local Time) on June 24, 2025 at the Evansville-Vanderburgh Levee Authority District, 1200 Stanley Ave. Evansville, Indiana 47711. All prime contractors, subcontractors, small, minority or women owned enterprises and other interested parties are invited to attend.

The Project will be constructed in one (1) contract division which is defined and outlined as follows:

Division A

The Contract Division A will consist of the performance of Closed-Circuit Television (CCTV) and Sonar inspection of the interiors of all gravity storm sewers and pump discharge pipelines, and written reports of all inspection findings/data for pipes penetrating the Levee Flood Protection system: furnish and install seeding and mulch to establish turf on all areas of the earthen levee during the performance of the Work.

Plans and Specification for the Project are on file and may be examined at the following locations:

Evansville-Vanderburgh Levee Authority District, Evansville, Indiana
ISQFT
F.W. Dodge/McGraw Hill Construction, Evansville, Indiana
MORLEY, Newburgh, Indiana

Drawings and Project Manual may be obtained from MORLEY, 4800 Rosebud Ln, Newburgh, IN 47630, 1-812-464-9585 (PH), 1-812-464-2585 (FAX) or

rolands@morleycorp.com (E-MAIL). Inspection and reporting shall be in full accordance with the Drawings and specifications, together with all addenda thereto.

The work to be performed and the proposal to be submitted shall include sufficient and proper sums for all general construction, removal, disassembly, disposal, refurbishing, re-assembly, re-installation, labor, materials, permits, licenses, insurance bonds, and so forth incidental to and required for the Project.

Each proposal must be enclosed in a sealed envelope and clearly marked:

SEALED BID ENCLOSED
Project No. 7549.2.005-A
1200 Stanley Ave. Evansville, Indiana 47711
Bid Open Date: July 1, 2025

All proposals must be submitted on the proposal forms as identified in the Contract Documents and Specifications.

Each proposal shall be accompanied by a certified check or acceptable bidder's bond made payable to the Owner, in a sum of not less than ten percent (10%) of the total amount of the highest aggregate proposal, which check, or bond will be held by the Owner as evidence that the bidder will, if awarded the Contract, enter into the same with the Owner upon notification from the Owner to do so within thirteen (13) days of said notification.

Approved performance and payment bonds guaranteeing faithful and proper performance of the work and materials, to be executed by an acceptable surety company, will be required of the Contractor at the time he/she executes his/her contract. The bond will be in the amount of 100% of the Contract Price and must be in full force and effect throughout the term of the Construction Contract plus a period of twelve (12) months from the date of final completion and acceptance by the Owner.

The Owner reserves the right to reject any proposal, or all proposals, or to accept any proposal or proposals, or to make such combination of proposals as may seem desirable, and to waive any and all informalities in bidding. Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. No proposal may be withdrawn after the scheduled closing time for receipt of bids for at least ninety (90) days.

A conditional or qualified Bid will not be accepted.

Award will be made to the low, responsive, and responsible bidder.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Project throughout.

Proposals shall be properly and completely executed on proposal forms included in the Specifications. Proposals shall include all information requested by Indiana Form 96 (Revised 2013) included with the Specifications. Under Section III of Form 96, the

Bidder shall submit a financial statement. A copy of the proposed Financial Statement to be submitted with the bid is included in the bid proposal documents section to these specifications or have a current Financial Statement on file with the Owner. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

Each Bidder is responsible for inspecting the Project site and for reading and being thoroughly familiar with the Contract Documents and Specifications. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to its Bid.

Common Wage Scale will not be established or applicable for this Project by the Indiana Department of Labor and IC 5-16-7.

The Bidders attention is also called to the MBE-WBE Business Participation requirements contained in the Project Manual.

Contractor must enter into an agreement with the Evansville-Vanderburgh Levee Authority District that the Contractor enroll in and verify work eligibility status of all newly hired employee through the 'E-Verify Program' as stated in Indiana Code 22-5-1.7-1

Evansville-Vanderburgh Levee Authority District

Tom Shoulders, President

Katie Riecken-Parker, Vice-President

Mike Feller, Secretary

SECTION 015000 TEMPORARY UTILITIES
SECTION 015010 MAINTENANCE OF TRAFFIC
SECTION 017000 PROJECT CLOSEOUT
SECTION 019113 CLEANING

DIVISION 2 – SITE CONSTRUCTION

- SECTION 329200 Levee Preparation and Seeding

DIVISION 13 --SPECIAL CONSTRUCTION

- SECTION 282310 CCTV and Sonar Inspection

DRAWINGS and ATTACHMENTS

Flood Protection System Map

Ohio River @ Evansville, Indiana Water Surface Elevations 1990 to 2014

USACE Standard Operating Procedure for Benching and Compaction for Levee Floodwall
Modifications dated 30 November 2010.

ADDENDUMS

NUMBER(S) _____, _____, _____ (AS ISSUED)

INSTRUCTIONS TO BIDDERS

A. DEFINED TERMS.

Terms used in these Instructions to Bidders which are defined in the "General Conditions" have the meanings assigned to them in the General Conditions. The term "Successful Bidders" means the lowest, qualified, responsive and responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

B. TITLE AND LOCATION OF WORK:

CLOSED CIRCUIT TELEVISION (CCTV) AND SONAR INSPECTION FOR PIPES PENETRATING LEVEE FLOOD PROTECTION SYSTEM in Evansville, Indiana.

C. AVAILABILITY OF LANDS FOR WORK, ETC.

1. The lands upon which the Work is to be performed, right-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are owned by the Evansville-Vanderburgh Levee Authority District. No work is designated to take place outside of easements, right-of-way or public property.

D. COPIES OF BIDDING DOCUMENTS.

1. A complete set of Bidding Documents may be reviewed at the Evansville-Vanderburgh Levee Authority office at 1200 Stanley Ave. Evansville, Indiana 47711.
2. Complete sets of Bidding Documents shall be used in preparing Bids. The Owner and Engineer do not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
3. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purposes of obtaining Bids on the Work and do not confer a license or grant permission for any other use.
4. Complete sets of Bidding Documents can be obtained from MORLEY, 4800 Rosebud Ln, Newburgh, Indiana 47630.

E. INTERPRETATIONS.

1. No oral interpretations will be made to any Bidder as to the meaning of the Drawings and Specifications or other Contract Documents. Every request for such an interpretation shall be made in writing, addressed, and forwarded to the Engineer 72 hours or more before the date fixed for opening of Bids. Every interpretation made to a Bidder will be in the form of an Addendum to the

Contract Documents that will be sent as promptly as practicable to all persons to whom Drawings and Specifications have been issued. All such Addenda shall become a part of the Contract Documents. Addenda may be faxed to all persons to whom Drawings and Specifications have been issued no later than twenty-four (24) hours prior to Bid opening.

F. QUALIFICATIONS OF BIDDERS.

1. The Owner and Engineer may make such investigation as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner and Engineer all such information and data requested for that purpose. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to meet the obligation of the contract and to perform the work contemplated therein. Conditional Bids will not be accepted.

G. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

1. ***Before submitting a Bid:*** each Bidder shall
 - (a) examine the Contract Documents;
 - (b) visit the Site to familiarize himself/herself with local conditions which may in any manner affect cost, progress, or performance of the work
 - (c) familiarize himself/herself with Federal, State, and local laws, ordinances, rules and regulations which may in any manner affect cost, progress or performance of the Work; and
 - (d) study and carefully correlate Bidder's observations with the Contract Documents. Reference Drawings depicting existing conditions as obtained from any source are for reference only and shall not be relied upon. Bidders shall verify all such information for themselves prior to submitting a Bid.
2. On request, or at a specified time, the Owner will provide each Bidder access to the Site to conduct such investigations and make measurements as the Bidder deems necessary for submission of his/her Bid.
3. The lands upon which the Work is to be performed, right-of-way for access thereto, and other lands designated for use by Contractor in performing the Work are identified on Drawings, and/or paragraph C of these Instruction to Bidders.
4. The Contractor is advised that the work will require them to comply with fall protection, and confined space procedures, and all other Indiana Occupational Safety & Health Administration (IOSHA) Standards for Industry and the Workplace.
5. ***The submission of a Bid will constitute an incontrovertible representation by the Bidder that he/she has complied with every requirement of this Article and the Contract Documents***

are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

H. CONTRACT TIME.

1. The number of days within which, or the date by which, the Work is to have Substantial Completion and Final Completion (Contract Time) is set forth in the Form of Proposal and the Notice to Proceed.

The Contractor shall commence work within ten (10) days after issuance of the Notice to Proceed.

I. LIQUIDATED DAMAGES.

1. Provisions for liquidated damages, if any, are set forth in the Supplementary General Conditions.

J. SUBMISSION OF BIDS.

1. Bids shall be submitted at the time and place indicated in the Notice to Bidders and shall include the following:
 - a. Contractor's Bid for Public Work - Form 96 (revised 2013) properly signed, and with Non-Collusion Affidavit properly signed, notarized and seal affixed. Bids submitted by a Corporation, shall have the Corporate Seal affixed to both the Bid and the Non-Collusion Affidavit.
 - b. Attach to Contractor's Bid for Public Work - Form 96, the Form of Proposal in its entirety with the Lump Sum Price Schedule, and Material and Supply Cost Schedules.
 - c. Contractor's Bid for Public Work - Form 96, Section III requires a Financial Statement. Standard Questionnaires and Financial Statement for Bidders Form #102 prepared by the State Board of Accounts and republished by the City of Indianapolis, Marion County, Indiana may be used, but all references in the document stating City of Indianapolis or Marion County shall be replaced with the Evansville-Vanderburgh Levee Authority District and in paragraph 10 on page 3, the word 'countries' shall be replaced with the word "counties", or a Financial Statement in computerized/spreadsheet format, but it must be certified to its accuracy within one year of the date of the Bid opening by either the person submitting the document and/or the preparer of the document (i.e. CPA, CFO, etc.) If the computerized/spreadsheet format is submitted, the Bidder shall include the signature portion of the sheets 6 and 14.
 - d. Furnish with Bid the Subcontractor Listing.

- e. Each Bidder shall furnish a Bid Security in the form of a Bid Bond, Certified Check, Cashier's Check, Bank Treasurer's Check, or Bank Money Order in an amount not less than ten percent (10%) of the total Bid submitted, payable to the Evansville-Vanderburgh Levee Authority District. All Bid Securities, except those of the three apparent lowest Bidders, will be returned approximately thirty (30) working days after the Bids have been officially opened. The Bid Securities of the three apparent lowest Bidders will be returned after an award has been made, and a Contract has been signed, or within sixty (60) working days after the Bids have been officially opened.
 - f. Each Bidder shall furnish completed Supplement to the General Conditions for Minority and Women Business Enterprise Program form M/WBE-1 thru M/WBE-8 and Table A with their Bid response. Bids received without this information will be determined to be unresponsive and may be disqualified as an incomplete Bid.
 - g. Equal Employment Opportunity form EEO-1.
 - h. Copy of Bidders Random Drug Testing and License conforming to form DR-1.
 - i. Executed 'E-Verify' Affidavit
2. Bids must be submitted in a sealed envelope(s) which shall have affixed the Project Title, Name and Address of the Bidder, Date and Time Bids are to be opened, Name and Address of person designated to receive Bids and the words "Bid Enclosed". The Bid Form with all other documents attached and shall be enclosed within the envelope.
 3. ***Any Bid not signed by the individual submitting the Bid shall have attached to it a power of attorney evidencing for whom it is submitted.***
 4. Any Bid received after the designated date and time of Bid Opening will be returned to the Bidder unopened. The Bidder is responsible for delivery of his/her Bid to the designated location in sufficient time to conform to the requirements of bidding.
 5. ***Section 13, Chapter 379, Acts of 1947, requires a Bid to be rejected if it contains any alteration and/or erasures.***
 6. Bid Forms must be completed in ink or typed. The bid price of each item on the form must be stated in words and numerals. In the event of a conflict, words will take precedence.
 7. The Contractor shall complete the Subcontractors Listing.

8. Bids by Corporations must be executed in the Corporate name followed with the word "by" and the signature of the president, or other corporate officer (accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or assistant secretary. The Corporate address and state of incorporation shall be shown below the signature.
9. Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.
10. Bids by Limited Liability Companies must be executed in the Limited Liability Company Name and signed by a Company official whose title must appear under the signature. The official address of the Limited Liability Company must be shown below the signature.
11. All names must be typed or printed below the signature.
12. ***The Bids shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).***

K. MODIFICATION AND WITHDRAWAL OF BIDS.

1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time **prior** to the opening of Bids.
2. No Bid shall be withdrawn after the opening of Bids, without the written consent of the Owner.
3. If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of the Owner there was a material and substantial mistake in the preparation of the Bid, that Bidder may withdraw his/her Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work.

L. OPENING OF BIDS.

1. Bids will be opened at the Evansville-Vanderburgh Levee Authority Board Meeting at 1200 Stanley Ave. Evansville, Indiana 47711 at 9:00 a.m. local time on July 01, 2025 by the Owner.

M. BIDS TO REMAIN IN EFFECT.

1. All Bids shall remain in effect for ninety (90) days after the day of the Bid Opening, but Owner may, at its sole discretion release any Bidder prior to that date.

N. AWARD OF CONTRACT.

1. Bids shall be received on a LUMP SUM basis to perform all of the work specified in the Project Manual for Closed Circuit Television (CCTV) And Sonar Inspection For Pipes Penetrating Levee Flood Protection System.
2. Owner reserves the right to reject any and all Bids, to waive any and all formalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and numerals will be resolved in favor of words. Discrepancies between the indicated sum of any column of numerals and the correct sum thereof will be resolved in favor of the correct sum.
3. In evaluating Bids, the Owner and Engineer will consider the qualifications of the Bidder, whether or not the Bid complies with the prescribed requirements and any alternate and/or Unit Prices. It is the Owner's intent to accept alternate (if any are accepted) in the order in which they are listed on the Bid Form, however, the Owner may accept them in any order and/or combination.
4. Owner may consider the qualifications and experience of subcontractors and other persons and/or organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work. The identity of subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data, and guarantee of materials and equipment may also be considered by the Owner.
5. Owner and Engineer may conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidder, proposed subcontractors, other persons and organizations to perform the work in accordance with the Contract Documents within the prescribed time.
6. The Engineer will promptly reply in writing to the Contractor stating whether the Owner or the Engineer, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, a Failure of the Owner or the Engineer to reply promptly shall constitute notice of no reasonable objection. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the

Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.

7. ***The successful Bidder will be required prior to signing the contract to furnish a One hundred percent (100%) Performance and Payment Bond (Indiana Form 86A revised 1947), which shall remain in effect for twelve (12) months after the date of final acceptance of the work.***
8. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the Owner's best interests for the Project.
9. If the contract is to be awarded, the Owner will give the Successful bidder a Notice of Award within ninety (90) days after the day of the Bid Opening.
10. In the event of a tie or identical bid amounts of two or more low, responsible and responsive Bidders, the tie shall be resolved by drawings of Lots which will be conducted by the Owner in the presence of the tie Bidders.

O. SIGNING OF AGREEMENT.

1. When Owner transmits a Notice of Award to the Successful Bidder, it will be accompanied by three (3) unsigned copies of the Agreement referring to all other Contract Documents. Within thirteen (13) days thereafter the Contractor shall sign and deliver three (3) copies of the Agreement to Owner with all other supporting Contract Documents attached. Within fifteen (15) days thereafter, Owner will deliver a signed Agreement to the Contractor. Engineer will identify those portions of the Contract Documents not signed by Owner and Contractor and such identification shall be binding on all parties.

P. SOURCE OF PAYMENT.

1. All Work included as a part of this Contract will be paid for by the Evansville-Vanderburgh Levee Authority District.

Q. ORDERING MATERIALS.

1. Immediately following award of Contract for the work, the Contractor shall determine source of supply for all materials and length of time required for their delivery, including materials of subcontractors, and order shall be placed for such materials promptly.
2. If, for any reason, any item specified will not be available when needed and the Contractor can show that a reasonable persistent effort has been made to obtain items in question, the Owner is to be notified in writing within thirteen (13) days after the contract is signed. Otherwise, the Contractor will not be excused for delays in

securing materials specified and will be held accountable if completion of project is thereby delayed.

R. DISCRIMINATION BY CONTRACTORS

1. The Contractor agrees:
 - a. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the United States who is qualified and available to perform the work to which the employment relates.
 - b. That no contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry.
 - c. That there may be deducted from the amount payable to the contractor by the Owner under this contract, a penalty of not less than ten dollars (\$10.00) or more than two thousand five hundred (\$2,500.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract.
 - d. That this contract may be cancelled or terminated by the Owner and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the specifications.

END OF SECTION



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

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

Date (month, day, year): _____

1. Governmental Unit (Owner): _____

2. County : _____

3. Bidder (Firm): _____

Address: _____

City/State/ZIPcode: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

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

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

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

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

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

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

ACCEPTANCE

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

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

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

Governmental Unit: _____

Bidder (Firm) _____

Date (month, day, year): _____

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

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

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

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

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

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

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

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

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

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

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

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

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 _____) ss

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 _____

FORM OF PROPOSAL

(BID ATTACHMENT TO CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96)

Evansville-Vanderburgh Levee Authority District
1200 Stanley Ave.
Evansville, Indiana 47711

NOTE: The following Form of Proposal shall be used in submitting a proposal for this work. All proposals shall be submitted in DUPLICATE. Additional copies may be run from a photostatic copier.

This proposal submitted by:

(Name and Address of Bidding Contractor)

Date _____ Telephone No. _____

TO: Evansville-Vanderburgh Levee Authority District
1200 Stanley Ave.
Evansville, Indiana 47711

1. The Undersigned Bidder, having examined the complete Contract Documents, as defined in paragraph G of the Instructions to Bidders governing Closed Circuit Television (CCTV) And Sonar Inspection For Pipes Penetrating Levee Flood Protection, proposes to furnish, in accordance with the terms and conditions of the aforementioned Contract Documents, all labor, materials, tools, machinery, appliances and all other necessary supplies and services called for by the documents for the TOTAL LUMP SUM BID OF:

_____ DOLLARS AND
State in Words

_____ CENTS.
State in Words

(\$ _____)
State in Numerals

2. Addenda to the Drawings and Specifications issued heretofore are hereby acknowledged by the undersigned as being:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

(In this space provided above, insert the number and date of any Addenda issued and received and insert XXXX in each space after the latest Addenda. If no Addenda has been issued, insert XXXX in each space.)

3. The following items are herewith enclosed as required:
 - A. Contractor's Bid for Public Work - Form 96
 - B. Form of Proposal with Lump Sum Price
 - C. Standard Questionnaires and Financial Statement for Bidders Form #102
 - D. Subcontractors Listing
 - E. Bid Bond, Certified Check, Cashier's Check, Bank Treasurer's Check or Bank Money Order in the amount of not less than five percent (5%) of the total Bid, payable to the Evansville-Vanderburgh Levee Authority District and the Bidding Contractor agrees that in case he/she fails to fulfill his/her obligation under the foregoing Bid and Contract, the Evansville-Vanderburgh Levee Authority District may, at its option, determine that the undersigned has abandoned his/her rights, and interests in such Bid and the Certified Check, Cashier's Check, Bid Bond, Bank Treasurer's Check or Bank Money Order accompanying his/her Bid has been forfeited.
 - F. Completed Supplement to the General Conditions for Minority and Women Business Enterprise Program forms M/WBE-1 thru M/WBE-8 and Table A indicating use of as subcontractors and/or material suppliers on this Project.
 - G. Completed Equal Employment Opportunity form EEO-1
 - H. Copy of Bidder's Random Drug Testing and License conforming to form DR-1
 - I. Executed 'E-Verify' Affidavit
4. The Bidder hereby declares that he/she has examined the Site of the work and has informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be performed and that he/she has read all of the Contract Documents and Listed Addenda relative thereto prior to the opening of Bids as acknowledged and that he/she has satisfied himself/herself as to the work to be performed.
5. The existing structures, sizes, locations, quantities, materials, and access to the work sites are taken from drawings, operation manuals, shop drawings, etc. from the Evansville-Vanderburgh Levee Authority District and the U.S.

Army Corps of Engineers. The information is not to be relied on as being exact and all inclusive. The information is being provided to the Bidder to assist in his/her Bid and must be verified or validated by the Contractor prior to submitting their Bid. The Engineer and Owner warrants no accuracy in providing this information and the Bidder must satisfy himself/herself as to the sizes, locations, quantities, materials and access to the work site for the performance of the Work.

6. The Bidder proposes and agrees, if his/her Bid is accepted, to execute the Agreement contained in these Specifications and any other required Contract Documents and to commence work within ten (10) days after being notified by the Evansville-Vanderburgh Levee Authority District to commence by issuance of a Notice to Proceed. The undersigned Bidder agrees to accept as full compensation for completed work the Lump Sum Price included as a part of this Proposal. The Work associated with the Closed-Circuit Television (CCTV) And Sonar Inspection For Pipes Penetrating Levee Flood Protection System shall be substantially complete on or before one hundred twenty (120) consecutive calendar days and fully completed on or before one hundred fifty (130) consecutive calendar days after the date indicated on the Notice to Proceed, subject to the contract documents.
7. If this Bid should be accepted, the undersigned Bidder agrees to furnish the Owner with the prescribed Performance and Payment Bond for not less than the total accepted Bid Amount and to furnish evidence of the specified insurance, and further agrees that this Bid, the Drawings, the Invitation for Bid Publication, and the Specifications will become a part of the Agreement.

Respectfully Submitted:

Name of Contracting Firm

By _____
Signature

Title _____

NOTE

If a corporation, give names of State and Incorporation:

If partnership, or limited company corporation give names of all parties:

COUNTY OF _____, STATE OF _____) ss:

Before me, the undersigned, a Notary Public, in and for said County and State,

personally appeared _____ and _____ and
acknowledged the execution of the foregoing instrument this _____ day of _____
_____, 2025.

Notary Public

typed or printed name

My Commission Expires:

Notary Resides in _____
County, _____

**FORM OF PROPOSAL FOR CLOSED CIRCUIT TELEVISION (CCTV) AND SONAR
INSPECTION FOR
PIPES PENETRATING LEVEE FLOOD PROTECTION SYSTEM
June 06, 2025**

ITEM NO.	DESCRIPTION (NOMINAL DIAMETER)	ESTIMATED QUANTITY (FT)	UNIT PRICE PER LF	TOTAL PRICE OF ITEM
1	4"	235		
2	6"	38		
3	8"	381.5		
4	10"	125		
5	12"	2827		
6	15"	884		
7	18"	1040		
8	20"	25		
9	24"	4176.25		
10	30"	3040		
11	33"	721		
12	36"	1648		
13	42"	3152		
14	48"	5655		
15	54"	617		
16	60"	2224		
17	66"	487		
18	72"	321		
19	78"	355		
20	84"	530		
21	10'X10'	168		
22	15'-6"	200		
23	48"x60"	2512.5		
24	48"X66"	204		
25	42" & 48"X60" & 48"X79"	185		
26	72"X60"	164		
			TOTAL BID	

(numerical/figures)

and

_____ Dollars and _____ Cents
(words)

NOTE: WORDS TAKE PRECEDUENCE OVER FIGURES AND SUMMATION (TOTAL BID) OF FIGURES TAKES PRECEDENCE OVER THE INDIVIDUAL ITEM NUMBER FIGURE.

END OF SECTION

FORM OF PROPOSAL-5-

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 _____

Principal Office at _____

To _____

☐ A Corporation
☐ A Co-partnership
☐ An Individual

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 officer 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 therefor.

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 therefor. _____

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

PLAN AND EQUIPMENT QUESTIONNAIRE

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

1. In what manner have you inspected this proposed work? Explain in detail.

2. Explain your plan or layout for performing the proposed work _____

[illegible]

3. The work, if awarded to you, will have the personal supervision of whom? _____

Do you intend to do the hauling on the proposed work with your own forces? _____

If so, give amount and type of equipment used _____

- *4. Do you intend to do the hauling on the proposed work with your own forces? _____

If so, give amount and type of equipment used _____

- *5. If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility _____

* Items 4, 5, 6, and 7 may not be applicable in all building contracts; if not, omit.

- * 6. Do you intend to do the grading on the proposed work with your own forces? _____
 If so, give type of equipment to be used _____

- * 7. If you intend to sublet the grading or perform it through an agent, state amount of subcontract or agent's contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility. _____

8. Do you intend to sublet any other portions of the work? _____
 If so, state amount of sub-contract, and if known, the name and address of the sub-contractor, whether subcontract is a minority and/or women's business enterprise, amount, and type of his equipment and financial responsibility. _____

9. From which sub-contractors or agents do you expect to require a bond? _____

10. What equipment do you own that is available for the proposed work?

QUANTITY	ITEM	DESCRIPTION, SIZE CAPACITY, ETC.	CONDITION	YEARS OF SERVICE	PRESENT LOCATION

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 _____

STATE OF _____
(Title of Person Signing)

COUNTY OF _____, SS:

Being duly sworn, deposes and says that he is
_____ of the above _____
_____ of the above _____
(Name of Organization)

and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

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

My Commission expires _____

Notary Public

CONTRACTOR'S FINANCIAL STATEMENT

Submitted by _____

{

☐ A Corporation
☐ A Co-partnership
☐ An Individual

Principal Office at _____

To _____

Condition at close of business _____ 20____

			Dollars				Cts.
ASSETS							
1. Cash: (a) On Hand \$	(b) In bank \$	(c) Elsewhere \$					
2. Notes receivable	(a) Due within 90 days						
	(b) Due after 90 days						
	(c) Past Due						
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment							
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 contracts						
5. Accounts receivable from sources other than construction contracts							
6. Deposits for bids or other guarantees:	(a) Recoverable within 90 days						
	(b) Recoverable after 90 days						
7. Interest accrued on loans, securities, etc.							
8. Real Estate:	(a) Used for business purposes						
	(b) Not used for business purposes						
9. Stocks and bonds: (a) Listed - - present market value							
	(b) Unlisted - - present value						
10. Materials in stock included in Item 4	(a) For uncompleted contracts (present value)						
	(b) Other materials (present value)						
11. Equipment, book value							
12. Furniture and fixtures, book value							
13. Other Assets							
Total assets							

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) _____	
----------	-------------	---	--

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 _____	
-----------	-------------------------	--	--

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 _____
-----------	---

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	IMPROVEMENTS NATURE OF IMPROVEMENTS	BOOK VALUE
	LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE

* 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 _____ \$ _____
----	---

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.

DETAILS RELATIVE TO ASSETS (continued)

12	Furniture and fixtures at book value _____	\$ _____
13	Other Assets _____	\$ _____

DESCRIPTION	AMOUNT
TOTAL ASSETS \$	

DETAILS RELATIVE TO LIABILITIES

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 _____	
----------	---	--

TO WHOM: NAME AND ADDRESS	WHAT SECURITY	WHEN DUE	AMOUNT

2	Accounts payable (a) Not past due _____ \$ _____ (b) Past Due _____	
----------	---	--

TO WHOM: NAME AND ADDRESS	FOR WHAT	DATE PAYABLE	AMOUNT

3	Real estate encumbrances (see Item 8, Assets) _____	\$ _____
----------	---	----------

4	Other liabilities _____	\$ _____
----------	-------------------------	----------

DESCRIPTION	AMOUNT

5	Reserves _____	\$ _____
----------	----------------	----------

INTEREST	INSURANCE	BLDGS. & FIXT.	PLANT DEPR.	TAXES	BAD DEBTS		
\$	\$	\$	\$	\$	\$	\$	\$

6	Capital stock paid up (a) Common _____ \$ _____ (b) Preferred _____	
----------	---	--

7	Surplus _____	\$ _____
----------	---------------	----------

TOTAL LIABILITIES \$	
----------------------	--

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.

NOTE: A co-partnership must give firm name and signatures of all partners. A corporation must give full corporate name, signature of official and affix corporate seal.

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

SUBCONTRACTORS LISTING

INSTRUCTIONS

1. On the form provided, fill in the name of all subcontractors and their type of work in the blank spaces listed. Blanks shall be filled in by typewriter or printed legibly in ink.
2. Form shall be signed by the same person/persons signing the Bid Forms.
3. Failure to submit this listing may be grounds for disqualification of the Bid.
4. The submission of the listing of subcontractors does not guarantee approval of said list. In every case, all subcontractors shall meet and comply with the letter and intent of the Contract Documents.

PROVIDE THE FOLLOWING LIST WITH THE BID FORMS

SUBCONTRACTOR	M/WBE (YES/NO)	TYPE OF WORK

By: _____
(name of organization)

Title: _____

Date: _____

INDIANA LEGAL EMPLOYMENT DECLARATION

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring all state agencies and political subdivisions request verification from their contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Evansville must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, _____, a duly authorized agent of _____ (name of Company), declare under penalties of perjury that _____ (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

(Name of Company)

By: _____
(Authorized Representative of Company)

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

My Commission Expires: _____

County of Residence: _____

Notary Public – Signature

Notary Public – Printed Name

PLEASE SEE <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> FOR INSTRUCTIONS AND ELECTRONIC REGISTRATION FOR E-VERIFY.

GENERAL CONDITIONS

1. DEFINITIONS

The Contract Documents consist of the Contract, the Notice to Bidders, the Bid Proposal, the Instructions to Bidders, the General Conditions, the Special Conditions, the Special Provisions, the Project Drawings, the Standard Drawings and the Specifications. The Standard Specifications of the Indiana Department of Transportation (INDOT), Current Edition, are referenced in the Contract Documents, and are incorporated by reference.

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

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

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

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

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

2. INTENT OF CONTRACT DOCUMENTS

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

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

3. CONTRACT DRAWINGS AND SPECIFICATIONS

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

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

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

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

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

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

4. OWNERSHIP OF DRAWINGS

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

5. CONTRACT SECURITY

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

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

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

6. OR EQUAL CLAUSE

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

7. CONTRACTOR'S INSURANCE

The Contractor shall not commence any Work under this Contract until he has obtained insurance of the types and in the amounts required by this Section, nor shall the Contractor allow any SubContractor(s) to commence any Work on his Subcontract until all insurance required of the SubContractor(s) has been obtained. The Contractor shall be responsible for verifying the acquisition and maintenance of said insurance by any SubContractor(s) hired by the Contractor. The Contractor shall name the City of Evansville as an additional insured to all insurance contracts procured by the Contractor in accordance with this Section. All insurance procured by the Contractor is to be placed with insurers whom maintain a Best's rating of no less than A:VII. The Contractor shall be solely responsible for the payment of all premiums associated with any insurance required by Owner, and the Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the Owner is an insured under the policy. The Contractor shall advise all SubContractor(s) of the requirements set forth above.

Commercial General Liability (CGL) Insurance: The Contractor shall furnish and maintain, at the Contractor's expense during the life of the Contract, such Commercial General Liability Insurance as shall protect him, the Owner, as an additional insured, and any SubContractor(s) performing Work under this Contract, from claims for damage for personal injury, occupational sickness or disease, including accidental death, as well as the claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any SubContractor(s), or by any one directly or indirectly employed by either of them. The amounts of such insurance shall be as required by law. The Owner shall have the right to reject the insurance carrier selected by the Contractor. No Work shall commence prior to the Owner receiving a certificate of insurance verifying the coverages to be provided as defined herein. In the absence of regulations, the amounts of coverage shall be as follows:

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

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

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

Errors & Omissions (E&O) Liability for Specified Contractor Types: In addition to provision of General Liability and Workers Compensation Insurance, for work to be performed by "professional" services entities (i.e. – Architects, Engineers, Surveyors, Inspection Services), proof should be provided indicating coverage for

Professional Liability indicating limits of not less than \$1,000,000 per occurrence with a corresponding \$1,000,000 Aggregate limit.

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

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

Builder's Risk Insurance: The Contractor, and all SubContractor(s) employed by the Contractor, shall maintain Builder's Risk Insurance, "all risk" coverage, on the Project for the benefit of the Owner. The Contractor shall be responsible for verifying that all SubContractor(s) have the required Builder's Risk Insurance coverage.

However, this provision shall not release the Contractor from his obligation to complete the Project, and the Contractor and his Surety shall be obligated to full performance of the Contract.

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

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

8. PROOF OF INSURANCE

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

Proof of insurance shall be maintained up to date, and failure to maintain adequate coverage and proof shall be deemed sufficient reason for cancellation of the Contract. All insurance shall provide that the policy shall not be canceled, terminated or modified unless thirty (30) days prior to such cancellation, termination or modification written notice is given to the Owner. No policy may be modified, terminated or canceled by the Contractor without the prior written approval of the Owner.

9. SHOP DRAWINGS AND SAMPLES

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

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

10. PERMITS, SURVEYS AND COMPLIANCE WITH LAWS

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

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

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

11. ROYALTIES AND PATENTS

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

12. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection and security of the Project site, and shall indemnify the property of the Owner and any adjacent property

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

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

13. MATERIALS AND WORKMANSHIP

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

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

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

When required by the Specifications, or when called for by the Owner, the Contractor shall obtain the Owner's approval of the materials or articles to be used in the Work. The Contractor in obtaining this approval shall furnish the Owner full information concerning the materials or articles which he contemplates incorporating in the Work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials and articles installed or used without such approval shall be used at the risk of the Contractor. All materials and workmanship shall be guaranteed by the Contractor and the Surety for a period of three years from the date of final acceptance. The Contractor further guarantees the materials and workmanship of all Work performed by any SubContractor(s) employed on the Project by the Contractor for a period of three (3) years from the date of final acceptance of the Work.

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

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

14. INSPECTION OF WORK AND TESTING OF MATERIALS

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

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

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

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

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

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

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

15. CONTRACTOR'S SUPERINTENDENT

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

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

16. RECEIVING OF SHIPMENTS

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

17. USE OF PREMISES

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

18. CUTTING, PATCHING AND DIGGING

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

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

19. CLEANING UP

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

20. WAGE RATES

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

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

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

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

21. HIRING OF LABOR - RACE DISCRIMINATION

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

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

22. ALLOWANCES

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

No demand for expenses or profit other than those included in the Contract Price will be allowed, unless said demand has been previously authorized by the Owner in

writing. The Contractor shall not be required to employ any such persons against whom he has a reasonable objection.

23. CHANGES IN THE WORK

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

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

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

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

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

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

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

24. CLAIMS FOR EXTRA COST

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

25. OWNER'S RIGHT TO DO WORK

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

26. DEDUCTIONS FOR UNCORRECTED WORK

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

27. TERMINATION FOR BREACH

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

28. COMPLETION OF WORK BEFORE FINAL PAYMENT

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

29. CORRECTION OF WORK AFTER FINAL PAYMENT

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

30. DELAYS AND EXTENSION OF TIME

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

31. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE

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

32. DISPUTES

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

33. DAMAGES

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

34. PAYMENT

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

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

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

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

35. FINAL PAYMENT / WAIVER OF LIEN / GUARANTEE

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

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

36. SEPARATE CONTRACTS

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

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

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

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

37. ASSIGNMENT

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

38. SUBCONTRACTS

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

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

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

39. RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

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

a) The SubContractor(s) shall agree:

- (1) To be bound to the Contractor by the terms of the Contract, and the Contract Documents, and to assume toward him all the obligations and responsibilities that the Contractor, by these documents, assumes toward the Owner.
- (2) To make all claims for extras, for extensions of time, and for damages for delays or otherwise, to the Contractor, in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner, except that the time for making claims for extra cost is one week.

b) The Contractor shall agree:

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

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

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

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

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

41. COMPLIANCE WITH E-VERIFY PROGRAM

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

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

If Contractor employs or contracts with an unauthorized alien but Owner determines that terminating the contract would be detrimental to the public interest or public property, Owner may allow the contract to remain in effect until Owner procures a new Contractor.

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

42. PUBLIC CONSTRUCTION PROJECTS

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

- Random Drug Testing Required. Pursuant to EMC 3.95.020 Contractor shall maintain a random drug testing program for all construction contracts where the cost of the contract is more than \$10,000.
- License Required at Time of Submission of Bid. Pursuant to EMC 3.95.030 Contractor, and every subContractor to be used on a project, shall be properly licensed to do the work by the Evansville-Vanderburgh County Building Commission office at the time the bid or quote is opened. Any bid or quote by a Contractor not so licensed, or indicating the use of a subContractor not so licensed, shall be rejected as nonresponsive to the bid or quote request, or the bidder or quoter shall be determined to be a nonresponsible bidder or quoter.
- Responsible Bidding Practices and Submission Requirements. Pursuant to EMC 3.95.040 each Contractor proposing to submit bids on any City of Evansville public works project estimated to be at least \$150,000 or more must, prior to the bid submission deadline, be designated as a Responsible Bidder as identified in EMC 3.95.040. Each first-tier subContractor shall be required to adhere to the requirements of the Responsible Bidder ordinance as though it were bidding directly to the City, except that first-tier subContractors shall submit the required information to the bidder and the bidder shall then forward said information to the City.

43. PROTECTION OF PERSONS AND PROPERTY

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

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

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

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

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

The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**SUPPLEMENT TO THE GENERAL CONDITIONS
FOR MINORITY AND WOMEN BUSINESS ENTERPRISE PROGRAM**

Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Goals

It is a goal of the City of Evansville-Vanderburgh County ("Owner") to promote the utilization of MBEs and WBEs during and as part of each contract for the purchase of goods, supplies, services and construction work, in an effort to meet or exceed the participation goals established in the MBE/WBE Utilization Plan of 12% participation of MBEs and 7% participation by WBEs.

Each Bidder shall identify, as part of its bid the MBE and WBE business that would perform work should the bid be accepted, a description of the work which each subcontractor/supplier would perform and the dollar amount of the work which each would perform. The City's Contract Compliance Officer, as part of the Plan, shall actively promote the meaningful participation of MBE and WBE businesses, in the performance of the work by contractors.

PRE-CONSTRUCTION / BIDDING PHASE

Bidder Requirements:

Before and during the pre-construction and bidding phases of the Project and subject to the public construction and public procurement laws applicable to the Project, bidders shall actively promote meaningful participation of MBEs and WBEs in the Project, requiring them to:

1. Provide written notice of contracting opportunities to known MBEs and WBEs in sufficient time to allow them to participate. Bidders must allow M/WBE's no fewer than ten (10) business days to respond to bid notice;
2. Contract and/or follow-up with MBEs and WBEs interested in participation. Prime Contractors who are:
 - Challenged with sourcing MEB/WBE subcontractors,
 - Have MBE/WBE goal deficiencies, or
 - Have MBE/WBE participation barriers

are required to coordinate a meeting with the City of Evansville Contract Compliance Officer and/or the City/County Purchasing Department. The meeting purpose will consist of a discussion and potential recommendations of appropriate action steps to achieve the MBE/WBE goals. This meeting must take place at least three (3) business

days prior to the final bid submission. All information reported by contractors will be verified for accuracy.

If a Purchasing Department Coordination meeting is not completed by the prime contractor, the contractor's bid will be considered non-responsive and will not be accepted for final submission.

In addition, the Participation Evaluation Worksheet (Form A) included in the bid package is required to be submitted with each bid.

3. Consider unbundling Bid Packages into economically feasible units to facilitate MBE and WBE participation. Unit prices shall be given for supplies and equipment;
4. Provide adequate information about plans, specifications and/or other contracting requirements to facilitate MBE and WBE participation;
5. Confer in good faith with interested MBE/WBEs, including the making of reasonable determinations as to their qualifications;
6. Provide information to MBE/WBEs regarding bonding and insurance;
7. Submit a Copy of the Indiana Department of Administration (IDOA) Certification for each M/WBE listed in the Statement of Proposed M/WBE Utilization (Form B). Such certification must be in effect throughout the duration of the project;
8. Submit a Letter of Intent to Perform as a Subcontractor or Supplier (Form C) summarizing all subcontractor and supplier utilization, for each M/WBE subcontractor or supplier;
9. When the M/WBE program goal is not feasible because of the lack of availability of qualified minority or women business enterprises in a particular trade or field, Bidders shall submit in a sealed bid envelope a completed Application for Program Waiver (Form E), complete with full, verifiable documentation of bidder's efforts to locate and employ M/WBE for the project.

City/County ("Owner") Requirements:

Before and during the pre-construction and bidding phases of the Project and subject to the public construction and public procurement laws applicable to the Project, the Owner's Contract Compliance Officer shall actively promote meaningful participation of MEBs and WBEs in the Project, by requiring Bidders to:

1. Inform interested bidders of the Plan, including the MBE and WBE goals and procedures applicable to the Project;
2. Organize and conduct pre-bid meetings to inform MBEs and WBEs of contracting opportunities and encourage all potential bidders to attend such meetings;
3. Advertise with respect to contracting opportunities in general circulation, trade and minority-focused media;
4. Utilize the services of available minority organizations, contractor's groups, state and local office, etc., that have knowledge of available MBE/WBEs or the means to locate such MEB/WBEs;
5. Evaluate for each bid package the extent of MBE/WBE participation by the apparent low bidder, whether the proposed entities have been appropriately certified as MBE/WBEs, whether the apparent low bidder achieved applicable goals for the Project and, if not, the extent of good faith efforts made by such bidder to encourage the utilization of MBE/WBEs and whether there are valid reasons for the bidder's inability to achieve the stated goals; and
6. Advise the City of Evansville awarding department/Board whether, in the Contract Compliance Officer's opinion, the apparent low bidder has achieved the stated MBE/WBE goals or demonstrated good faith efforts to achieve the goals and include this consideration in the overall recommendation as to whom the contract should be awarded.

CONSTRUCTION PHASE

Bidder Requirements:

If applicable, during the construction phase of a project, the Bidder shall, among other things:

1. Provide Contractor's Monthly M/WBE Report (Form D) to the Owner and the City's Contract Compliance Officer, on at least a monthly basis, as to the MBE/WBE participation for each contractor on the project as a whole; and
2. Consider the impact of change orders on MBE/WBE utilization. M/WBE's work total dollar amount should be the same percentage as the Change Order, for the same work.

3. Submit copies of executed M/WBE subcontracts, purchase orders, requisitions, etc. to the Contract Compliance Officer.

City/County ("Owner") Requirements:

If applicable, during the construction phase of a project, the Contract Compliance Officer shall, among other things:

1. Obtain any additional documentation deemed necessary to demonstrate the good faith efforts of each contractor to achieve and maximize MBE/WBE participation goal levels;
2. Verify all submitted documents that each MBE/WBE as listed by each contractor is appropriately certified as either an MBE or WBE entity;
3. Determine the scope of work assigned to each MBE/WBE;
4. Calculate the percentage of participation for each MBE/WBE. Only where an exact amount to be contracted to M/WBE cannot be determined, the Bidder must indicate the minimum dollar amount that will be paid to the M/WBE firm (on the Letter of Intent Form C);
5. Determine the percentage of completion of MBE/WBE scope of work to date;
6. Evaluate the impact of change orders on MBE/WBE utilization. M/WBE's work total dollar amount should be the same percentage in the Change Order, for the same work;
7. Periodically, and at the specific request of the Owner, conduct reviews to verify:
 - The progress of payments made to MBE/WBEs and
 - Method of accounting for MBE/WBE participation

NON-COMPLIANCE

1. Failure to demonstrate good faith efforts to achieve the goal may constitute grounds for rejection of the bid.
2. The Owner may withhold payment on the Contract until satisfactory corrective measures are completed.

3. Bidders are advised that any contractor who knowingly or intentionally misrepresents the amount to be subcontracted to the M/WBE is in breach of contract and may suffer penalties pursuant to Indiana Code.



STATEMENT OF PROPOSED M/WBE UTILIZATION (FORM B)

Bid Package _____

Will Bidder's firm be supplying all of the products/services to be purchased? Yes _____ No _____ OR In the case of a construction project will Bidder be doing all of the work with its own forces? Yes _____ No _____ If no, what percentage of work will Bidder self perform? _____

Is Bidder certified as a Minority/Women Business Enterprise (M/WBE)? Yes _____ No _____ If yes, which MBE _____ WBE _____

List below all proposed M/WBE Subcontractors and Suppliers to be used for the work. Total dollar amount and percentage must equal that on the Bid form. Clearly indicate in the Scope of Work column if the M/WBE will be a supplier only. Also, if M/WBE will contract with a Subcontractor or Bidder and not directly with the Bidder, indicate "Subcontractor of _____" or similar statement in the Scope of Work column. Use additional sheets if necessary.

M/WBE Company Name Address, Phone, Contact & Email	MBE or WBE	% of Bid	Dollar Amount	Scope of Work or Commodity to be Supplied	Base Bid Amount

Bidder's Company Name _____

Signature (of Corporate Officer) _____

Date _____

Name & Title (Print) _____

Total Dollar Amount \$ _____

Total MBE Participation \$ _____

Total WBE Participation \$ _____

Number of City / County Ordinance _____



**LETTER OF INTENT TO PERFORM AS
A SUBCONTRACTOR OR SUPPLIER
(FORM C)**

Bid Package _____

I, _____, (Company Name of Bidder or Sub-Bidder) have entered into an agreement with the following Minority/Women-Owned Business Enterprise (M/WBE) to do the work indicated below. I agree that, if awarded a Contract by the Owner or a Subcontract by the Bidder for the referenced Bid Package, a subcontract and/or purchase order will be executed with this firm and a copy of the agreement will be provided to the Owner.

Name and Address of M/WBE	MBE or WBE	Goods or Supplies to be Provided	Minimum Contract Amount

Amount to be subcontracted by M/WBE to other M/WBE firms \$ _____

Amount to be subcontracted by M/WBE to non-M/WBE firms \$ _____

Is M/WBE a Supplier only? Yes _____ No _____

I understand that I will not be allowed to substitute or change M/WBE Subcontractors or Suppliers without the express prior approval of the Owner. Such approval shall in no way relieve my obligations pursuant to the M/WBE requirements and goals specified in the Bidding Documents.

Under penalty of perjury I declare that I have read the foregoing and the facts stated are true.

Authorized Agent of Bidder or Sub-Bidder

Authorized Agent of M/WBE Subcontractor/Supplier

Printed Name and Title

Printed Name & Title

Date

Date

Phone Number, Fax Number & E-Mail

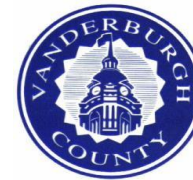
INSTRUCTIONS: All Letters of Intent are to be submitted by the Bidder with its Bid. A Letter of Intent is to be executed with all M/WBE Subcontractors and Suppliers listed by the Bidder on the Statement of Proposed M/WBE Utilization. Failure to submit this form with the Bid may result in the Bid being found to be non-responsive.



M/WBE UTILIZATION REPORT

(Submit With All Payment Requests)

(FORM D)



CONTRACTOR NAME:	_____	CONTRACT AMOUNT:	_____ - _____
CONTACT NAME:	_____	PAYMENT PERIOD:	_____ thru _____
CONTACT EMAIL:	_____	SUBCONTRACTORS:	_____
PROJECT NAME:	_____	SUPPLIERS:	_____
PURCHASE ORDER NO:	_____	AMOUNT PAID:	_____ - _____

PRIMARY CONTRACTOR		MBE (Y/N)	WBE (Y/N)	DESCRIPTION OF WORK	INVOICED THRU DATE	CONTRACTOR AMOUNT	AMOUNT PAID THIS PERIOD	AMOUNT PAID TO DATE	% PAID TO DATE
									0.0%
SUBCONTRACTORS / SUPPLIERS	*VEN (Y/N)	MBE (Y/N)	WBE (Y/N)	DESCRIPTION OF WORK	INVOICED THRU DATE	SUBCONTRACTOR AMOUNT	AMOUNT PAID THIS PERIOD	AMOUNT PAID TO DATE	% PAID TO DATE
									0.0%
									0.0%
									0.0%
									0.0%
									0.0%
									0.0%
									0.0%
									0.0%
									0.0%
									0.0%

Does the Contractor believe it will not achieve the stated participation goals? (Yes / No)

If Yes, please provide details: _____

I hereby affirm, under the penalties of perjury, that the information provided with this report is true and accurate. I acknowledge that the owner, or its designees, may verify any of the information provided.

Verified By: _____

Name (Printed): _____

* All Subcontractors / Suppliers must register as a Vendor with the City of Evansville.

TOTALS - - - 0.0%

MBE/WBE PARTICIPATION (based on Labor Costs)

	Subcontract Amount	% of Contract	Amount Paid this Period	Amount Paid to Date	% Paid of Contract
MBE	-	0.0%	-	-	0.0%
WBE	-	0.0%	-	-	0.0%
Totals:	-	0.0%	-	-	0.0%

MINORITY / WOMEN BUSINESS ENTERPRISE PARTICIPATION PLAN

APPLICATION FOR PROGRAM WAIVER
(FORM E)

Name of Project: _____

Department: _____

General Contractor Company Name: _____

Owner of Company: _____

Address(es) of Construction _____

This contract is subject to City of Evansville Municipal Code which encourages the utilization of local minority and women owned business enterprises. The contractor must demonstrate that a good faith effort was made to meet the MBE/WBE participation goals for this project. Should the contractor's efforts not produce the desired goal, this application for waiver must be completed and submitted with any other documentation of the good faith effort.

Contractors should indicate the name of the minority-owned or women-owned firm(s) contacted regarding this project; the contact name and phone number at the firm(s); the method of contact, date attempted, and results of that contact. The _____
(Department) and/or _____ (Sub-recipient- if any) reserve the right to accept, verify or deny any application for waiver from the contract goal; and the right to verify all information submitted, pursuant to City of Evansville Municipal Code.

When indicating a reason(s) for not using the MBE/WBE listed please refer to the following:

1. The price for doing the work by the MBE/WBE was greater than the price of another subcontractor
2. MBE/WBE did not respond to request for prices
3. The MBE/WBE responding to the request were not able to do the work requested
4. Other (explain)

List of MBE/WBE subcontractors contacted, but NOT utilized on this project:

MBE/WBE	Contact	Date & Type of Attempt	Result
---------	---------	------------------------	--------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If additional room is necessary, please attach a separate page.

CONTRACTOR'S SIGNATURE

DATE

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any contract resulting from acceptance of this bid. As used in this certification the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where they have obtained identical certification from proposed subcontractors, for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts which are not exempt from the provisions of the Equal Opportunity Clause, and that they will retain such certification in their files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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

Firm

Address

Signature

Firm

Title

Date

EQUAL EMPLOYMENT OPPORTUNITY

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or disability. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief age or disability. Such action shall include but not limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions for the nondiscrimination clause.
2. The Contractor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgated hereunder.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex national origin, political affiliation or belief, age or disability.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

Date _____, 20 ____.

BY: _____

TITLE: _____

PRINTED NAME: _____

ADDRESS: _____

RANDOM DRUG TESTING AND LICENSE

1. GENERAL

This section outlines the requirements for required random drug testing programs and contractor's licenses as provided for in Chapter 5.60 in Title 5 of the City of Evansville Municipal Code.

2. RANDOM DRUG TESTING PLAN REQUIREMENTS

The Random Drug Testing Plan shall meet the following minimum requirements:

1. The contractor shall maintain a random drug testing program, and the program shall be reduced to writing;
2. The drug testing program shall contain at least a five (5) drug panel that tests for the following drugs: amphetamines, cocaine, opiates (92000 ng/ml), PCP and THC;
3. All employees of the contractor (working at, inspecting, or visiting the project site) are subject to at least annual testing, and at least one-twelfth (1/12th) of 25% of the employer's total workforce shall be selected randomly each month for testing; and
4. The random drug testing program operated by the contractor shall contain a progressive discipline component for employees who fail the drug test that meets at least the following minimum steps:
 - (a) the first positive test shall result in a thirty (30) day period of ineligibility for work, and upon returning to work, one (1) year of unannounced follow-up testing;
 - (b) a second positive test shall result in a ninety (90) day period of ineligibility for work, and upon returning to work, one (1) year of unannounced follow-up testing;
 - (c) a third positive test shall result in a one (1) year period of ineligibility for work, and upon returning to work, one (1) year of unannounced follow-up testing; and
 - (d) any subsequent positive test shall be treated the same as a third positive test.

At the discretion of the employer, the discipline issued above may include more severe discipline including, but not limited to, dismissal of the employee.

3. LICENSE REQUIREMENT

Each contractor submitting a bid or quote on a public work project to be awarded by a board, commission or agency of the City of Evansville and every subcontractor to be used on the project, shall be properly licensed to do the work by the Evansville-Vanderburgh County Building Commission Office at the time the bid or quote is opened. Any bid or quote by a contractor not so licensed or indicating the use of a subcontractor not so licensed, shall be rejected as non-responsive to the bid or quote request, or the bidder or quoter shall be determined to be a non-responsible bidder or quoter. It shall be the bidder's or quoter's responsibility to check with the Office of the Building Commissioner to make sure it has all necessary licenses to undertake the work called for in the bid or quote.

4. SUBMITTAL

Contractor shall submit a copy of the written random drug testing plan for the contractor and any proposed subcontractor(s) *with the bid*:

5. PENALTY

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

6. APPLICABILITY OF DRUG TESTING REQUIREMENT

This section shall be applicable only to construction contracts where the cost of the contract is more than Ten Thousand Dollars.

SUBCONTRACTOR'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.

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 _____) ss

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: _____

REQUIREMENTS

1. The Bidder shall state any discounts to apply.
2. Bids shall be awarded to the lowest responsive and responsible bidder.
3. Contractor must possess the required local licensing to work on this project at time of bid opening, per Chapter 3.95.030 of the City of Evansville Municipal Code ("EMC").
4. Prime Contractors are required to be designated as a Responsible Bidder at time of bid submission for any bid over \$150,000, as per Chapter 3.95.040 of the EMC. Submittal requirements of subcontractors may be provided immediately after bid award, but prior to the execution of a contract.
5. Contractor must have a random drug testing program in place at the time of submission for any bid over ten thousand dollars (\$10,000) as per Chapter 3.95.020 of the City of Evansville Municipal Code.
6. Awarded Contractor must carry the required insurance throughout the bidding process until completion of this project listed in the General Conditions, Item 8.
7. The City reserves the right to award the bid on a line-item basis or lump sum basis whichever is in the best interest of the City. Likewise, the Evansville Vanderburgh Levee Authority Board reserves the right to reject any and/or all bids, and to waive any informalities in the bid.
8. The City may reject the bids received due to budgetary concerns.

CONTACTS

To ensure a fair and objective evaluation of all proposals, Contractors are required to submit all inquiries regarding specifications and/or for questions regarding the scope of work to Roland Scheeff at rolands@morleycorp.com. Questions on general bidding requirements shall be directed to DaChenae Streeter, Purchasing Director, at dstreeter@evansville.in.gov. All questions must be received no less than six (6) days before bid opening.

All changes in specifications shall be in writing in the form of an addendum and furnished to all vendors. Verbal information obtained otherwise will not be considered in awarding of bids. No changes to specifications will be permitted within five (5) days prior to the bid opening.

RIGHT OF REJECTION

The Evansville - Vanderburgh County Levee Authority District Board reserves the right to reject any one or all bids, or any part of any bid, to waive any irregularities in any bid, and to award the purchase in the best interest of the City. Furthermore, the Board reserves the right to hold the bid of the three (3) lowest bidders for a period of sixty (60) calendar days from and after the time of the bid opening.

BID SUBMITTAL

1. ALL BIDS MUST BE RECEIVED ON OR BEFORE THE TIME AND DATE INDICATED IN THE NOTICE TO BIDDERS. Late bids will not be considered and will be returned, unopened, to the bidder. The responsibility for submitting bids to the City is solely that of the bidder. The City will not be responsible for delays in mail delivery or delays caused by any other occurrence. LATE BIDS WILL NOT BE ACCEPTED.
2. The Bidder(s) shall submit their bid(s) on the attached PROPOSAL FORM including FORM 96 (Contractors Bid for Public Works-including Non-Collusion Affidavit) supplying all the required information. Failure to comply with this or any other paragraph of the Instructions to Bidders shall be sufficient reason for invalidation of the bid. All bids must be signed by an authorized official of the firm.
3. Bidders shall submit an original and one (1) copy of their bid.

4. Bidders are required to provide all requested information. **Bid submittals should be submitted in a sealed envelope clearly marked with the following:**

SEALED BID ENCLOSED
Project No. 7549.2.005-A
1200 Stanley Ave. Evansville, Indiana 47711
Bid Open Date: July 1, 2025

. Only information provided inside this envelope will be considered, unless otherwise instructed. Failure to follow this instruction or any other instruction contained in this Request for Bids may result in the rejection of your bid.

5. Bid modifications are not allowed. Complete withdrawal or complete exchange of bid is acceptable, if done before scheduled bid opening.
6. Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid, or any exceptions or irregularities of any kind.
7. Do not include taxes in bid figures. The City is exempt from state and federal taxes. An exemption certificate will be provided upon request.

COSTS OF RFB PREPARATION AND SUBMISSION

Each contractor shall be responsible for all costs incurred in order to prepare and submit their response.

BID BOND AND PERFORMANCE BOND

1. **Bid Bond**, Certified Check, Cashier's Check or Bank Draft in the amount of five percent (5%) of the total bid shall accompany each bid as a guarantee that all provisions of the specifications shall be met.
2. Bid Bonds and Checks will be returned to the unsuccessful Contractor (s) after award of purchase by the Safety Board /City and to the successful Contractor (s) after the performance bond, if required, has been received and accepted.
3. Bid Bonds must be executed by a corporate surety licensed under the laws of Indiana to execute such bonds. The surety must be a corporate surety authorized to do business in Indiana and Power of Attorney must accompany the Bid Bond.
4. A **Performance Bond** in the amount of One Hundred percent (100%) of the total bid may be required of the successful Contractor, prior to work beginning, as a guarantee that all provisions of the bid and attached specifications, and resulting contract, shall be met.

The Performance Bond is to be posted with the Board within ten (10) business days after bid award. Failure to post said Bond may result in the immediate revocations of award.

In place of the bond, a certified check or cashier's check in the full amount of the contract may be provided. Such deposits must be filed with the executed contract documents and made a part thereof. It shall be the responsibility of the Contractor to include the cost of the Performance Bond in the bid. The Board /City will not pay an additional amount at a later date.

PUBLIC BID OPENING PROCEDURES

1. The purpose of a public bid opening is for a reading of bids received. Under normal circumstances, no award will be made or implied at this time, unless otherwise indicated.
2. Only the following information will be given:
 - a. Contractor name

- b. Total Price, except when award is made on a unit price basis.
3. Bids or related documents may not be reviewed at the bid opening. No discussion of any nature concerning brand names, deliveries, samples, etc. can be entered into between any Purchasing personnel and any Contractor during or after the bid opening until the evaluation of bids has been completed and a recommendation for award has been made.
4. A copy of the bid tabulation will be available to review in the Purchasing Department upon completion of the recommended award.
5. Contractors who wish to review or request copies of bids may do so by contacting the Purchasing Department. A copy fee will be charged for copies.

DEFAULT AND TERMINATION OF CONTRACT

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

WITHHOLDING PAYMENT

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

INDEMNIFICATION

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

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

WARRANTY

Warranty on all work shall be for a minimum of three (3) years. Warranty must be stated in years/months or operation hours.

LAWS

Vendors shall comply with all Federal, State, County and City laws, ordinances, and regulations applicable to the bidding and performance of the contract(s).

MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION

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

ADVERSARIAL PARTIES

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

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

EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Statement included herein is a condition of the bid. The contract must be signed by the successful vendor and the Board; and the successful vendor must comply with the equal employment opportunity condition in the execution of the contract.

CITY OF EVANSVILLE RESPONSIBLE BIDDER REQUIREMENTS

All bids submitted in the amount of \$150,000.00 or more shall comply with the requirements of Evansville Municipal Code (EMC) 3.95.040 (the "Responsible Bidding Ordinance"). It is the bidding contractor's sole responsibility to review the Responsible Bidding Ordinance and provide all required documentation, statements and information no later than the public bid opening. Failure to comply with the Responsible Bidding Ordinance will result in rejection of the contractor's bid.

All bidders shall provide a written list that discloses the name, address, and type of work for each first-tier subcontractor from which the bidder has accepted a bid and/or intends to hire on any part of the public work project, including individuals performing work as independent contractors. In accordance with EMC 3.90.110, all bidders shall adhere to City policy and procedures pertaining to minority-owned business and women-owned business utilization. Submittal requirements of subcontractors, listed in Section 3.95.040(B), may be provided immediately after bid award, but prior to the execution of a contract.

DRUG POLICY

The contractor is to provide to the City of Evansville a copy of its "Random Drug Testing Program and Contractor's Licenses" as provided for in Chapter 3.95 (a copy of which is attached) in Title 3 of the City of Evansville Municipal Code if the bid is \$10,000 or more or if under \$10,000 the contractor is to provide the City of Evansville a copy of its "Contractor's Licenses and Random Drug Testing Program" which is to include at a minimum random drug testing of at least the five (5) drug panel tests as provided for in Chapter 3.95 (a copy of which is attached) in Title 3 of the City of Evansville Municipal Code at the time of the bid.

SUBCONTRACTORS

The Contractor shall be aware they will be required to list all subcontractors and the percentage of the contract performed by each subcontractor.

BID FORM

Each bid must be submitted on the proper forms. The forms include an Itemized Bid Tabulation Sheet, which must be fully completed, signed and sealed. In addition, each Vendor must submit an Indiana Bid Form 96 (Revised 2013), properly signed and sealed, with the Non-Collusion Affidavit properly signed, sealed and notarized. In the case of a corporation, both Bid forms and the Non-Collusion Affidavit must have the Corporate Seal affixed.

INSURANCE

The Vendor shall furnish proof of insurance, in the amounts specified in the General Conditions, prior to the start of work under this contract.

FORM AND CONTENT OF BID

Any Bid not signed by an authorized individual shall attach to the response a Power of Attorney, evidencing authority to sign the Bid in the name of the authorized individual.

Any Vendor may withdraw his Bid at any time prior to the scheduled time for receipt and opening of Bids. No Bid shall be withdrawn after the opening of Bids, without the written consent of the Owner, for a period of thirty (30) days after the scheduled time for opening Bids.

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

Any Bid received after the designated time of Bid opening, for any reason, will be rejected and returned to the Vendor unopened.

Indiana Statutes require that any bid containing alterations or erasures shall be rejected.

The Owner reserves the right to reject any or all bids.

The Owner reserves the right to award a Contract based on line-item prices.

VENDOR CHECKLIST

The Contractor shall include the following completed documents in the bid package:

1. Indiana Bid Form 96 – including Non-Collusion _____
(fillable version available at <https://forms.in.gov/Download.aspx?id=6422>)
2. Equal Employment Opportunity Form _____
3. Certification of Non-Segregated Facilities _____
4. Non-Collusion Affidavit of Subcontractors (if applicable) _____
5. M/WBE Forms _____
6. Indiana Legal Employment Declaration _____
7. Drug Policy Program _____
8. Itemized Bid Tabulation Sheet _____
9. Bid Bond _____
10. Responsible Bidder Forms or 2019 Letter of Certification (of such) _____



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

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

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

Yes _____ No _____

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

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

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

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

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

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

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

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

Date _____

Company Representative _____

Company Name _____

Company Address _____

Representative email _____ Phone _____

Signature _____

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

Contact: Dachenae Streeter – dstreeter@evansville.in.gov– 812 435 4915

AGREEMENT
CLOSED CIRCUIT TELEVISION (CCTV) AND SONAR INSPECTION
FOR PIPES PENETRATING LEVEE FLOOD PROTECTION

THIS AGREEMENT made and entered into at Evansville, Vanderburgh County, Indiana, by and between the Evansville-Vanderburgh Levee Authority District ("Owner"), acting by and through its board ("Board") and _____ ("Contractor").

WITNESSETH THAT:

WHEREAS, pursuant to Resolution properly adopted, and notice given according to law, the Contractor did heretofore, on _____ submit its written bid and proposal to the Board for the following described improvement and all work necessary to the completion of the same (collectively the "Work"), to-wit:

**Project: CLOSED CIRCUIT TELEVISION (CCTV) AND SONAR INSPECTION FOR
PIPES PENETRATING LEVEE FLOOD PROTECTION SYSTEM.**

WHEREAS, Contractor represents that his bid and proposal were made pursuant to and in accordance with the plans, drawings and specifications prepared by the Owner, which plans are on file in the office of the Board; and Contractor does hereby acknowledge full notice of all matters pertaining to said specifications, plans and any addenda thereto.

NOW THEREFORE, upon the terms and conditions set forth herein, the parties hereto agree as follows:

1. **Price.** Board shall pay to Contractor for the performance of the Work, based upon the items and quantities specified in Contractor's bid, the LUMP SUM amount of
_____ - (\$ _____)

This Agreement is a LUMP SUM contract, which shall be subject to any additions, or deletions as authorized by the Board based upon the unit prices bid by Contractor. It is understood and agreed that payment will be made only for the quantities of work actually completed in place, and for which prior written approval was obtained from the Board, measured on the basis of Contractor's unit prices stated in his bid for the Work.

2. **Contractor's Duties.** Contractor hereby expressly agrees to perform the Work according to the terms and conditions of this Agreement, the Resolution, and the bid specifications, and further that said specifications are considered by both parties to be a part of this Agreement. Contractor agrees to comply with MBE/WBE utilization plan submitted with its bid, to enforce the Random Drug Testing Program submitted with its bid, and to ensure that Contractor and each of its subcontractors (collectively hereinafter "Subcontractor") maintain all necessary licenses required by the Building Commissioner and/or the State of Indiana in connection with the Work.

3. **Term.** Contractor and Board agree that the commencement of the Work will be designated upon written notification after the Board has awarded the contract. Notwithstanding the foregoing, it is anticipated that the Work shall commence on _____, **2025.**

Should the Contractor fail or neglect to prosecute the work with such vigor as, in the opinion of the Board, will permit the completion of the work within the time specified herein, then the Board may, at its discretion, declare this Agreement to be null and void and adjudge this Agreement to have been abandoned and forfeited, and the Contractor and his surety shall be liable for all damages which may accrue by reason of said failure, including but not limited to the cost of inspection and attorney's fees, and in such event the Contractor shall be entitled to no payment or recovery from Owner or Board for any work performed or material furnished under this Agreement.

4. **Indemnification.** Contractor agrees that, in the prosecution of said Work, the highest degree of skill and care will be exercised; that the Contractor will properly and fully guard and protect all excavations of dangerous places and will use all due proper precautions to prevent injury to persons or property. Contractor shall be responsible for installing and maintaining all necessary barricades and warning devices during the progress of said Work. Contractor agrees to indemnify and hold harmless Owner, Board and their respective agents, representatives, members, officials, and employees from any and all liability whatsoever, growing out of or in any way arising from, any injury or death to any person or damage to any property because of any negligence, omission, act or fault of the Contractor or its Subcontractors. The Contractor's duty and obligation to provide a legal defense, indemnify and hold harmless Owner, Board and their respective agents, representatives, members, officials, and employees exists independent of the duty and obligation to provide liability insurance herein and without regard to any denial of coverage by the insurance carrier. Any failure to provide a legal defense, indemnify and hold harmless Owner, Board and their respective agents, representatives, members, officials and employees within ten (10) days after written notice of said duty tendered to the Contractor and/or any Subcontractor shall constitute a default hereunder and shall entitle Owner, Board and their respective agents, representatives, members, officials and employees to recover all damages, costs, and attorney's fees related thereto. The indemnification shall not apply to acts of negligence or omission of Owner, Board and their respective agents, representatives, members, officials and employees.

5. **Final Payment.** It is agreed by and between the parties hereto that the Board shall withhold final payment, in an amount equal to ten percent (10%) of the contract price, for a period of sixty (60) days after acceptance of the Work by the Board and that the Board may make said final payment thirty days (30) days after the acceptance of the Work upon the presentation of written evidence to the Board and the Board's approval of the same, that Contractor has paid all laborers, material suppliers and Subcontractors furnishing labor and materials on the project.

6. **Compliance with Law.** Contractor agrees to comply with the provisions of Indiana Code 36-1-12, the wage scale provisions of Indiana Code 5-16-7 and the anti-discrimination provisions of Indiana Code 5-16-6. In addition to the above, Contractor agrees that Contractor and Subcontractor shall comply with the approved Wage Scale attached hereto and incorporated

herein. Contractor and any Subcontractor shall cooperate with the City in the investigation of complaints of non-compliance with this paragraph by making available records showing the payment of wages, interviews with Contractor's or Subcontractor's employees and any other reasonable requests of the City to review compliance.

7. **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. Contractor shall execute the Affidavit attached hereto as Exhibit A in compliance with this Section.

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 7, 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) day 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.

If Contractor employs or contracts with an unauthorized alien but Owner determines that terminating the contract would be detrimental to the public interest or public property, Owner may allow the contract to remain in effect until Owner procures a new Contractor.

Contractor shall, prior to performing any work, require each Subcontractor to certify to Contractor that the Subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each Subcontractor throughout the duration of the Project. If Contractor determines that a Subcontractor is in violation of this Section 7, 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.

8. **Legal Fees.** In the event of any lawsuit or other legal action or proceeding to enforce or interpret the provisions of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and expenses incurred in such legal action or proceeding.

9. **Insurance.** Contractor shall not commence any Work under this Contract until it has obtained insurance of the types and in the amounts required by this Section, nor shall Contractor allow any Subcontractor(s) to commence any Work on his Subcontract until all insurance required of the Subcontractor(s) has been obtained. Contractor shall be responsible for verifying the acquisition and maintenance of said insurance by any Subcontractor(s) hired by the Contractor. Contractor shall name the City of Evansville as an additional insured to all insurance contracts procured by the Contractor in accordance with this Section. All insurance procured by the Contractor is to be placed with insurers whom maintain a Best's rating of no less than A:VII. Contractor shall be solely responsible for the payment of all premiums associated with any insurance required by Owner, and Contractor shall be solely responsible for the payment of all

deductibles to which such policies are subject, whether or not Owner is an insured under the policy. Contractor shall advise all Subcontractor(s) of the requirements set forth above.

Commercial General Liability Insurance: Contractor shall furnish and maintain, at Contractor's expense during the life of the Contract, such Commercial General Liability Insurance as shall protect him, Owner, as an additional insured, and any Subcontractor(s) performing Work under this Contract, from claims for damage for personal injury, occupational sickness or disease, including accidental death, as well as the claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor(s), or by any one directly or indirectly employed by either of them. The amounts of such insurance shall be as required by law. Owner and/or the Board shall have the right to reject the insurance carrier selected by Contractor. No work contemplated by this Agreement shall commence prior to Owner receiving a certificate of insurance verifying the coverage's to be provided as defined herein. In the absence of regulations, the amounts of coverage shall be as follows:

Bodily Injury, Death or Property Damage, including fire, in the aggregate : Not Less Than \$2,000,000

Bodily Injury, Death or Property Damage, including fire, in any one (1) occurrence: Not Less Than \$ 1,000,000

A governmental entity or an employee of governmental entity acting within the scope of the employment is not liable for punitive damages.

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

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

Special Hazards: Special Hazards, as determined by Owner, shall be covered by rider or riders in amounts to be agreed upon between the parties, to the Liability Insurance policy or policies required to be furnished by Contractor, and all Subcontractor(s) employed by

Contractor, or by separate policies of insurance in the amounts as defined in the Special Conditions of the Contract Documents. All such special Hazards insurance coverage shall have Owner as an additional insured. No Work requiring special hazard coverage shall commence until Owner has received a certificate of insurance verifying the coverage required herein.

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

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

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

Contractor shall furnish Owner with satisfactory proof of coverage of the insurance required, in a reliable company or companies to be approved by Owner, licensed to do business in the State of Indiana, before commencing any Work. Such proof shall consist of certificates executed by the respective insurance companies, filed with Owner. The certificates of insurance shall show the name and address of the Company, expiration date or dates, and the policy number or numbers. Owner reserves the right to require complete, certified copies of all required insurance policies at any time. Proof of insurance shall be maintained up to date, and failure to maintain adequate coverage and proof shall be deemed sufficient reason for cancellation of this Agreement. All insurance shall provide that the policy shall not be canceled, terminated, or modified unless thirty (30) days prior to such cancellation, termination or modification written notice is given to Owner. No policy may be modified, terminated, or canceled by Contractor without the prior written approval of Owner.

10. **Discrimination.** Contractor shall not discriminate against any person in its hiring or employment practices due to Race, Color, Religion, National Origin, Sex, Age or Physical or Mental Handicap that does not impede that person's ability to perform the Work. A violation of this provision shall be deemed a material default and violation of this Agreement.

11. **M/WBE**. The City of Evansville Municipal Code 3.30.870-876 encourages utilization of Minority and Women Business Enterprises (M/WBE) in the community's purchasing efforts. Contractor shall provide an atmosphere of equal opportunity for all vendors and prohibit discrimination in all aspects of public operations including the purchasing of products, services and public works contracts.

12. **Notice**. Contractor shall provide their contact name, address, phone number and fax number below and shall provide Owner with such information for each of its Subcontractors throughout the term of this Agreement.

13. **Breach**. If Contractor shall breach any of the terms and conditions of this Agreement, Owner may pursue any and all legal and equitable remedies for breach of said Agreement, and if said breach is a material breach, this Agreement may be canceled by Owner and Owner shall be free to pursue any and all legal and equitable remedies including all attorney fees incurred by the breach it shall have under the laws of the State of Indiana. A material breach shall include, but not be limited to, the failure of the Contractor to:

- Maintain required insurance
- Make payments when due in the full amount due to any Subcontractor
- Maintain all necessary permits
- Comply with all federal, state, and local laws and regulations
- Refrain from discrimination against any person due to Race, Color, religion, National Origin, Sex, Age or Physical or Mental Handicap

14. **Miscellaneous**. Contractor agrees that a waiver or failure of Owner to object to the violation of any provision hereof does not constitute any further waiver thereof, nor of any other provision herein.

- a. This Agreement constitutes the entire contract between the parties and supersedes all former agreements, whether written or oral.
- b. This Agreement may not be modified or amended except in writing by the parties.
- c. The parties agree that this Agreement shall be interpreted and construed under the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Evansville, Vanderburgh County, Indiana, this ____ day of _____.

EVANSVILLE-VANDERBURGH LEVEE AUTHORITY DISTRICT

BY: _____
Tom Shoulders, President

Katie Riecken-Parker, Vice-President

Attest: _____
Mike Feller, Secretary

CONTRACTOR:

_____.

BY: _____ DATE: _____

TITLE: _____

PRINTED NAME: _____

ADDRESS: _____

PHONE & FAX NUMBERS: _____

Agreement 07/2025

AFFIDAVIT

The undersigned being duly sworn upon *his/her* oath, now says that I, _____,
the _____ at _____

_____, do hereby state that
_____ does not knowingly employ unauthorized aliens
and participates in the E-Verify Program when it hires new employees to confirm their work
eligibility.

I swear or affirm, under the penalties for perjury, that the foregoing statements are true.

CERTIFICATION BY CONTRACTOR

I, _____, certify that I am the
_____ of the corporation, partnership, or LLC
named as Contractor herein; that _____ who
signed this Agreement on behalf of the Contractor, was then _____ of
said corporation, partnership, or LLC by authority of its governing body, and is
within the scope of its corporate, partnership, or LLC powers.

By: _____

Title: _____

Date: _____

Payment Bond

Any singular reference to Contractor, Surety, Owner of other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.