

PROJECT MANUAL

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

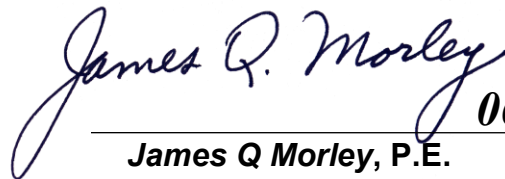
Project No.: 7549.2.005-A
June 11, 2025

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 employs residents of Affected Counties as a majority of its employees.

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

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

2. INTENT OF CONTRACT DOCUMENTS

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

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

3. CONTRACT DRAWINGS AND SPECIFICATIONS

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

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

Figured 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.

Form A								
Participation Evaluation Worksheet								
Department / Name of Project:								
Work Type	Related to Bid Item No.	Work Description	Will Prime Contractor self-perform this Portion of the Work? Yes / No	Name of Contractor, Subcontractor, Leasing Agent, or Supplier Name	WBE/MBE Y/N	Date / Time of Contractor Reply	Project Percentage *	Project Selection Yes / No
<i>(Group Evaluations by Bid Item, Work Type, and Work Description for Reviewer Clarity. Use Additional Sheets if necessary)</i>								
						<i>(Use Additional Sheets if Necessary)</i>		

Work Type:
 Bid Item No.:
 Work Description:
 Name:
 Project Percentage:

Labor, Equipment, or Supply
 See Contract Documents - For General Services, put N/A.
 Work task being evaluated for project inclusion
 Company Name Evaluated, including General Contractor
 Quoted MBE/WBE Sub Amount / Total Bid Amount

Form to Be Submitted with the Bid

* Contractors are expected to actively pursue MBE/WBE Project Participation for all work in the amounts of 12% and 7% respectively. Contractors who do not anticipate meeting these project participation percentages are required to meet with either the City’s Contract Compliance Officer or the Purchasing Department no later than (3) three business days prior to bid opening. Failure to schedule this meeting or meet the goals will be a factor considered when evaluating the responsiveness to the bid package.



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

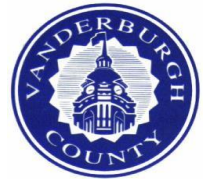
INSTRUCTIONS: All Letters of Intent are to be submitted by the Bidder with its Bid. A Letter of Intent is to be executed with all M/WBE Subcontractors and Suppliers listed by the Bidder on the Statement of Proposed M/WBE Utilization. Failure to submit this form with the Bid may result in the Bid being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

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS.

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY---Name, Address and Telephone)
AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party):

Performance 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-A (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.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in

whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY---Name, Address and Telephone)
AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party):

NOTICE OF AWARD

Dated _____

TO: _____
(BIDDER)

ADDRESS: _____

OWNER: Evansville-Vanderburgh Levee Authority District

ENGINEER'S CONTRACT NO. 7549.2.005- A

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

(Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid dated _____, 2025 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for

(Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your contract is:

Words
(\$_____.
Numerals

You must comply with the following conditions precedent within thirteen (13)
consecutive calendar days of the date of this Notice of Award, that is by
_____, 2025.

1. You must deliver to the OWNER 3 fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (Bonds) and Certificates of Insurance as specified in the Instructions to

Bidders, Standard General Conditions of the Construction Contract and Supplementary General Conditions.

3. (List other conditions precedents).

- Provide Engineer with copy of Certificate of Insurance as being 'additionally insured'
- Sign this Notice of Award and return copy to Owner for their file
- Sign the Certification by Contractor and return with the executed Agreements

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within thirteen (13) days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Evansville-Vanderburgh Levee Authority District
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

President
(TITLE)

ACCEPTANCE OF AWARD

(CONTRACTOR)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

NOTICE TO PROCEED

Dated _____

TO: _____
CONTRACTOR

ENGINEER'S PROJECT NO. _____

OWNER Evansville-Vanderburgh Levee Authority District

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

You are notified that the Contract Time under the above contract will commence to run on _____, 2025. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Paragraph 6 of the Form of Proposal the dates of Substantial Completion to be on or before one hundred twenty (120) consecutive calendar days and Final Completion to be on or before one hundred (150) consecutive calendar days from this _____, 2025 which are _____, 2025 and _____, 2025 respectfully.

Before you may start any Work at the site, Section No. 07 of the General Conditions and Section 0100100 Supplementary General Conditions provides that you and OWNER must each deliver to the other (with copies to ENGINEER and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the site, you must:
(ADD OTHER REQUIREMENTS)

Coordinate any work involving the structures under the jurisdiction of the
Evansville Water and Sewer Utility

Evansville-Vanderburgh Levee Authority District
(OWNER)

By

(AUTHORIZED SIGNATURE)

President
(TITLE)

SECTION 010010

SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify, change, delete from or add to the General Conditions Pages GC-1 thru GC-8. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary General Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

ARTICLE 1. DEFINITIONS

In the first paragraph, delete the entire sentence which reads “The Standard Specifications of the Indiana Department of Transportation (INDOT)...by reference”.

In the first paragraph, replace the reference to “The Special Conditions” with “Supplementary General Conditions” and delete the reference to “The Special Provisions”.

- b. OWNER: “Throughout this Agreement whenever the word “OWNER” is used it shall be understood as referring to the Evansville-Vanderburgh Levee Authority District, acting by and through the lawful conduct of the appropriate Board.
- f. ENGINEER: “Throughout this Agreement whenever the work “ENGINEER” is used, it shall be understood as referring to Morley and Associates, Inc.” dBa MORLEY, its employees, or assignees.
- h. PERIODIC PROJECT REPRESENTATIVE: Add the following:
“Throughout this Agreement whenever the word “Periodic Project Representative” is used it shall be understood as referring to Morley and Associates, Inc. dBa MORLEY who has been engaged by the Owner who shall be the liaison between Contractor and Engineer and/or Owner.”

Periodic Project Representative: The periodic resident representative shall have the responsibilities and authority as is defined in his/her agreement with Owner, which may be amended from time-to-time which Contractor agrees to comply with during term of this Contract.

ARTICLE 2. INTENT OF CONTRACT DOCUMENTS

Add the following paragraph:

“In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Agreement
2. Addenda, with those of later date having precedence over those of earlier date
3. General Conditions
4. Supplementary General Conditions
5. Technical Specifications
6. Drawings

In the case of an inconsistency between Drawings and Specification or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Engineer's Interpretation."

ARTICLE 3. CONTRACTOR DRAWINGS AND SPECIFICATIONS

In the second paragraph, delete the words "Special Conditions" and replace with the words "Supplementary General Conditions".

Add the following paragraph: "When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three (3) unsigned contracts referring to all other Contract Documents. Within thirteen (13) days thereafter Contractor shall sign and deliver at least three (3) counterparts of the Agreement to Owner along with Performance and Payment Bonds, an Insurance Certificate of sufficient value as described herein, and all other Contract Documents requested by Owner. Within thirteen (13) days thereafter Owner shall execute and deliver one fully signed counterpart to the Contractor. Engineer will identify those portions of the Contract Documents not fully signed by Owner and Contractor and such identification shall be binding on all parties."

ARTICLE 4. OWNERSHIP OF DRAWINGS

Delete the paragraph in its entirety and replace with the following. "All Project Drawings, Specifications and copies thereof furnished to the Owner and Contractor are the property of the Engineer and are not to be used on any other Project."

ARTICLE 6. OR EQUAL CLAUSE

Add the following paragraph "By making requests for substitutions, the Contractor:"

- (a) Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

- (b) Represents that the Contractor will provide the same warranty for the substitution that the Contract would for the specified.
- (c) Certifies that the cost data presented is complete and includes all related costs under this contract but excludes cost under separate contracts, and excludes the Engineer's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- (d) Will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.
- (e) Shall submit shop drawings, 'cut' sheets, installation and/or operating instruction, and provide a list of each and every deviation of the proposed substitution from that which was specified.

ARTICLE 7. CONTRACTORS INSURANCE

Delete the second sentence in 'its' entirety and replace with the following: "The Contractor shall name the Evansville-Vanderburgh Levee Authority District as the insured and shall name Morley and Associates, Inc. as additional insured to all insurance contracts procured by the Contractor in accordance with this Section."

In the paragraph entitled Special Hazards, in the first sentence delete the words "Special Conditions" and replace with the words "Supplementary General Conditions". In the second sentence delete the word "an additional" with the words "insured and Morley and Associates, Inc. as additional insured".

ARTICLE 9. SHOP DRAWINGS AND SAMPLES

In the first sentence, delete the words "two copies" and replace with the words "five (5) copies".

ARTICLE 13. MATERIALS AND WORKMANSHIP

In the fourth paragraph, delete the following "three (3) years" from the sixth sentence of the fourth paragraph and replace with the words "one (1) year".

In the sixth paragraph, change the word "Engineer" to "Owner".

Add the following paragraphs and subparagraphs as follows.

Standards and Standard of Practice

a) Standard, Specifications, Codes, Laws and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or associations, or to Laws or Regulations, whether such reference be specific or by implications shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids).
2. In the event the Drawings, Specifications, or Contract, documents do not specifically state or indicate the materials or products, and construction execution or methodology, the Contractor shall provide such materials or products and construct, fabricate or install said materials or products in compliance with normally customary methodology for the material or product installed. (i.e. concrete in compliance with American Concrete Institute, American Standard of Testing Materials, Indiana Department of Transportation or American Association of Highway Transportation Officials, etc.), or the manufacturer's standards and recommendation for that specific material or product.
3. No provisions of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

ARTICLE 14. INSPECTION OF WORK AND TESTING OF MATERIALS

In the fourth paragraph, delete in the third sentence the words "Special Conditions" and replace with the words "Supplementary General Conditions".

ARTICLE 29. CORRECTION OF WORK AFTER FINAL PAYMENT

In the first sentence, delete the words “three years” and replace with the words “one (1) year”.

ARTICLE 32. DISPUTES

Add the paragraph as follows

“Any and all disputes arising relating to the Agreement shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding said Rules, any arbitration hearing to take place hereunder shall be conducted in Evansville, Indiana, before one (1) arbitrator who shall be an attorney and have substantial experience in construction law issues. However, neither party shall institute an arbitration or any other proceeding to resolve such disputes between the parties before that party has sought to resolve disputes through direct negotiation with the other party. If disputes are not resolved within three (3) weeks after a demand for direct negotiation, the parties shall attempt to resolve disputes through mediation conducted in Evansville, Indiana. If the parties do not agree on mediator within ten (10) days, either party may request the American Arbitration Association to appoint a mediator who shall be an attorney and have substantial experience in construction law issues. If the mediator is unable to facilitate a settlement of disputes within forty-five (45) days, the mediator shall issue a written statement to the parties to that effect and the aggrieved party may then seek relief through arbitration as provided above. The fees and expenses of the mediator shall be split and paid equally by each of the parties. This Agreement and any arbitration hearing regarding this Agreement are to be governed by and construed according to, Indiana law. Each party hereby consents to a single, consolidated arbitration proceeding of multiple claims, or claims involving more than two (2) parties. Either party may apply to any court of competent jurisdiction for injunctive relief or other interim measures in aid of the arbitration proceedings or to enforce the arbitration award, but not otherwise, and the non-prevailing party shall be responsible for all costs thereof, including but not limited to attorney fees. Any such application to a court shall not be deemed incompatible or a waiver of this section. The arbitrator shall be required to make written findings of fact and conclusions of law to support their award. Notwithstanding anything to the contrary in the Commercial Arbitration Rules and supplementary procedures, the arbitrator shall not be authorized or empowered to award punitive damages or damages in excess of the amounts set forth within this Agreement, and the parties expressly waive any claim to such damages.”

ARTICLE 34. PAYMENTS

Delete the paragraph in its entirety and replace with the following paragraphs.

“No later than the 5th day of each month, Contractor shall submit to the Owner (c/o Mike Herke, Levee Superintendent) and Engineer simultaneously for review an Application for Payment filled out and signed by Contractor covering the work completed as of the date of the last day of the preceding month and accompanied by such supporting documentation as is required by the Contract documents. Owner and Engineer shall review Application for Payment and if approved shall forward to the Evansville-Vanderburgh Levee Authority District for Levee Board approval prior to the third (3rd) Tuesday of the month it is presented unless a ‘special’ board meeting is called that month.

“The Owner will make partial payments for materials delivered to the Site, or to his/her shop and stored in a manner that protects them from theft or damage. The Owner shall submit certified statements showing the actual cost of each material for which he/she is requesting partial payment and the quantity of material delivered. The Owner’s partial payments for materials on hand do not constitute final acceptance of those materials and do not relieve the Contractor of any responsibility for the loss or deterioration of the materials due to any cause. Replace, at no expense to the Owner as a result of segregation, mixing with foreign materials, deterioration, or other causes. The Owner will have full control of the disposition or use of all materials for which the Owner makes partial payments. All materials shall be adequately covered by insurance, and the Surety shall assure a rider covering the stored materials at the Site and shall name as beneficiary the Owner as the Contractor as each interest may appear.”

“Until the Project is complete, the Owner will pay ninety percent (90%) of the Amount due the Contractor for each item installed and accepted on each Progress Payment. Each Applicant for Payment shall be accompanied by waivers of lien from all material suppliers included or covered by the preceding Application for Payment. The Owner will pay ninety percent (90%) of the actual cost (invoiced cost to Contractor) for materials delivered and adequately stored on site.”

“Contractor may request payment for stored materials. Owner shall pay the amount identified on a certified material invoice from the Contractor’s supplier for materials not incorporated within the Work at the time of Progress Payment Application. Materials must be located within a secured area within the Project site or within the Contractor’s storage yard. Proof of insurance for stored materials shall be provided to the Owner by the Contractor.”

ARTICLE 35. FINAL PAYMENT/WAIVER OF LIEN/GUARANTEE

Add the following paragraphs:

“Contractor shall be required to guarantee the workmanship and all material used in the Project”. The guarantee shall be in the following form:

For one (1) year from the substantial completion Date that all Work required for this Project is conveyed to The Evansville-Vanderburgh Levee Authority District, Contractor guarantees the Work for materials and workmanship and shall make all necessary repairs as is reasonably determined by the Owner. This guarantee shall be in favor of the Owner. Any work thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all the provision of this clause to the same extent as work initially performed hereunder. The rights and remedies of the Owner provided in this clause are in addition to and do not limit any rights afforded to the Owner by any other clause of the Contract.”

“In case repairs to the Work required for this Project becomes necessary, the Owner shall give written notice to the Contractor to make the same, and in event of failure of the Contractor to make repairs within thirty (30) days after the notice, the Owner may make the repairs either with its own employees or by independent contract, and may thereupon recover from the Contractor and his sureties the reasonable cost of the repairs so made, together with the cost of the supervision and inspection thereof.”

“The Owner shall have sixty (60) days prior to the expiration of the guarantee period in which to notify the Contractor of any repairs necessary to be made at the expiration of the guarantee period.”

“Contractor shall be liable for any damage it does to the City, and private roads adjacent to the Project and shall make necessary repairs as determined by Owner within thirty (30) days from completion of the Project.”

Delete the following “three (3) years” from the second sentence of the second paragraph and replace with the words “one (1) year”.

ARTICLE 38. SUBCONTRACTS

Delete the first paragraph in its entirety and replace with the following paragraph:

“The Contractor shall submit with his/her Bid, the list of Subcontractors, in writing which the Contractor proposes to supply, perform Work, and the Owner and Engineer may within a reasonable time object to the use of

any subcontractor(s), as being incompetent, unfit, substandard or not permitted.”

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

In the second paragraph delete the words “over \$150,000”.

In the second paragraph delete the words “see attached” and replace with “Minority and Women Business Enterprise Program M/WBE-1 thru M/WBE-8 and Table A; Random Drug Testing and License DR-1; and Equal Employment Opportunity EEO-1 made part of the Project Manual and Contract.

END OF SECTION

SECTION 011000

SCOPE OF WORK

PART 1 GENERAL

1.01 SUMMARY

- A. The Contractor shall furnish all labor, materials, tools, apparatus, equipment, supervision, and incidentals to perform the Work as described below to perform Closed Circuit Television (CCTV) and Sonar inspection of the interiors of all gravity storm sewers and pump discharge pipelines, and written report(s) of all inspection findings/data for pipes penetrating through and parallel to the centerline of the flood protection system with the limits of 15 feet from the levee toe or 15 feet from the face of a floodwall of the Knight Township, Howell Section Unit 1, Pigeon Creek Unit 1, Pigeon Creek Unit 2, Parts 1, 2, 3, 4.
- B. Work shall be performed only during the dry season when the river is at or near low pool (12.4 foot Ohio River Gage).

1.02 ACCESS

- A. Access provided by Owner
 - 1. The Evansville-Vanderburgh Levee Authority District shall provide Contractor access to the sites.

1.03 OWNERSHIP OF REMOVED MATERIALS

- A. All items removed by the Contractor shall become the property of the Contractor and shall be removed from the site in accordance with all local, State and Federal regulations.

1.04 WORK AREA

- A. The Contractor will be required to maintain all work areas within or outside the Project limits, free from dust, dirt or debris which would cause damage to adjacent natural growth or be a hazard and nuisance to others and hazard or nuisance to the Evansville-Vanderburgh Levee Authority District (EVLAD) ability to provide flood protection. The Contractor shall keep EVLAD property and streets adjacent to the property line free from dirt, dust, and removed debris caused by his/her operations. The Contractor shall immediately remove any and all debris falling from trucks used in the removal operations from the Project site, streets, or any area not within

the Project area. The EVLAD may require the adjacent streets be swept when any dirt or dust is created by removal activities. Parking and storage of materials on the grass adjacent to the access roadways shall be prohibited unless approval is obtained from the Owner, and then any damage to the turf caused by the Contractor shall be repaired to the satisfaction of the Owner.

- B. The Contractor shall perform all work and provide all erosion and sedimentation control practices that are in accordance with the Indiana Storm Water Quality Manual, latest edition to prevent erosion; and keep all sediment, removed debris, and roots removed from the interior of pipes, junction boxes, and manholes from entering any jurisdictional streams, waterways, and waters of the State and Federal agencies.
- C. The Contractor shall provide the following in addition to other responsibilities listed elsewhere in these Specifications.
 - 1. Erect and maintain barricades, guard rails, ladders, ramps, cribbing/supports, etc. as required by Federal, State and Local laws to protect all persons within and immediately adjacent to the Project boundary from injury or harm due to construction operations, drop-offs at edges of openings, excavations and ways of access, confined spaces and/or cribbed/supported gates in the 'open' position.
 - 2. The Contractor shall be liable for and hold the Owner and Engineer free and harmless from all damages occasioned in any way by his/her acts of neglect, or that of his/her agents, employees or workers. All maintenance of traffic shall meet Indiana Department of Transportation 2020 Standard Specifications, Section 801 – Traffic Controls for Construction and Maintenance Operations. No separate or direct payment will be made for maintenance of traffic, and the cost thereof shall be considered incidental to the Work.
- D. The Contractor shall at all times conduct the Work in a manner as to cause as little interference as possible with private and public travel. Damage (other than that resulting from normal wear and tear) to roads shall be repaired to as good a condition as they were prior to beginning of Work.

1.05 DISPOSAL

- A. All materials removed by the Contractor during the performance of the Project site shall be removed from the site and disposed of at a location selected by the Contractor and approved by the Owner. The Owner shall be notified of the selected site prior to commencing hauling operations

from the Project site. All loading, hauling, and disposal operations has be in strict compliance with all Local, State, and Federal laws and regulations.

1.06 PROJECT SECURITY

- A. Each Contractor, subcontractor or material supplier is responsible for the security of that part of the Project for which he/she has a contract for. Security shall be maintained, at no cost to the Owner, for all fences, gates, etc. that he/she deems necessary for the security of his/her Work, and his/her materials and equipment.
- B. The Contractor shall secure the contents in and around the pump stations, inlets, discharge headwalls, etc. at all times and shall be responsible for erecting, installing and maintaining temporary closures of the pump stations and levee structures.

1.07 WORKING HOURS

- A. It is anticipated that all Work will be executed during normal working hours of 7:30 a.m. to 3:30 p.m. Monday through Friday. If Work is to be performed after normal working hours the Owner shall be notified as to the dates and times that this Work is to be performed. If Work occurs after daylight hours, the Contractor shall provide adequate lighting so that nighttime Work can be completed safely.

1.08 CONTRACTOR'S DUTIES:

- A. Except as specifically noted, provide, and pay for:
 - 1. Labor, materials, and equipment
 - 2. Tools, construction equipment and machinery
 - 3. Water, heat, and utilities required for construction.
 - 4. Other facilities and services required for proper execution and completion of the work.
- B. Pay legally required sales, consumer, and use taxes.
 - 1. Owner is exempt from sales tax on products permanently incorporated in work.
 - (a) Obtain sales tax exemption certification number from Owner.
 - (b) Place exemption certification number on invoices for materials incorporated in work.
 - (c) Furnish copies of invoices to Owner

- (d) Upon completion of Work, file with Owner notarized statement that all purchases made under exemption certificate were entitled to be exempt.
 - (e) Pay legally assessed penalties for improper use of exemption certification number.
- C. Secure and pay for, as necessary for proper execution and completion of the work, and as applicable at time of receipt of bids: Licenses, permits, and bond.
 - 1. Licenses, permits: Contractor will secure all Federal, State, and local construction permits required at no expense to the Owner. The Contractor shall be required to obtain valid license(s) for the Work prior to commencing the Project.
- D. Give required notices.
- E. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work. Comply with all permits and their conditions/special provisions/special requirements obtained by the Owner for this Project.
- F. Promptly submit written notice to Owner and Engineer of observed variance of Contract Documents from legal requirements. In case of difference, the most stringent shall govern.
- G. Enforce strict discipline and good order among employees. Do not employ on project:
 - 1. Unfit persons
 - 2. Persons not skilled in assigned tasks

1.09 LOCATIONS OF PIPES FOR CCTV AND SONAR INSPECTION

- A. The Contractor is cautioned that the location, length, and/or size of existing pipes as indicated below are based on records from the U.S. Army Corps of Engineers and Evansville-Vanderburgh Levee Authority District (EVLAD), and where possible, measurements taken in the field. The information is not to be relied on as being exact and complete. The information is being provided to the Contractor to assist in his/her bid and must be verified or validated by the Contractor prior to submitting their bid. The EVLAD warrants no accuracy in providing this information and the Contractor shall satisfy himself/herself as to the size, type of material length, and ingress/egress for the performance of the work. No extra

compensation shall be offered to the Contractor under the Lump Sum Bid for all Work defined here in.

B. Location by Levee Section

KNIGHT LEVEE			
STATION	STRUCTURE	LENGTH (FEET)	GRAVITY/ PRESSURE
4+05	60" FLAP GATE & SLUICE GATE	40'	GRAVITY
53+00	24" FLAP GATE & SLUICE GATE	60'	GRAVITY
79+02	4 EA - 48" FLAP GATE	292' EA	GRAVITY
K-1 PUMP STA	24" PUMP #1 W/FLAP GATE	218' (±)	PRESSURE
K-1 PUMP STA	24" PUMP #2 W/FLAP GATE	218' (±)	PRESSURE
K-1 PUMP STA	24" PUMP #3 W/FLAP GATE	218' (±)	PRESSURE
INDOT STR #28	24" FLAP GATE	193'	GRAVITY
INDOT STR #135	24" FLAP GATE	184'	GRAVITY
INDOT STR #134	4 EA - 24" FLAP GATE	262' EA	GRAVITY
INDOT STR #12	24" FLAP GATE	235' (±)	GRAVITY
146+25 (±)	4 EA - 48" FLAP GATE	252' EA	GRAVITY
K-2A PUMP STA	42" PUMP #1	280' (±)	PRESSURE
K-2A PUMP STA	42" PUMP #2	280' (±)	PRESSURE
K-2A PUMP STA	42" PUMP #3	280' (±)	PRESSURE
K-2A PUMP STA	42" PUMP #4 (FUTURE)	224' (±)	PRESSURE
K-2 PUMP STA	36" PUMP #1	232' (±)	PRESSURE
K-2 PUMP STA	36" PUMP #2	232' (±)	PRESSURE
K-2 PUMP STA	30" PUMP #3	234' (±)	PRESSURE
188+50 (±)	42" FLAP GATE	247' (±)	GRAVITY
197+90	12"	200'	GRAVITY
210+18	54" SLUICE & FLAP GATE	154'	GRAVITY
214+15	60" FLAP GATE	310'	GRAVITY
220+30	36" FLAP GATE	229'	GRAVITY
220+58	12"	44'	GRAVITY
225+50	15" FLAP GATE	84'	GRAVITY
229+50	15" FLAP GATE	92'	GRAVITY
235+50	15" FLAP GATE	92'	GRAVITY
247+65	4 EA - 48" FLAP GATE	666' EA	GRAVITY
K-3 PUMP STA	30" PUMP #1	592'	PRESSURE
K-3 PUMP STA	30" PUMP #2	592'	PRESSURE
K-3 PUMP STA	30" PUMP #3	592'	PRESSURE
239+45	12"	176'	GRAVITY
239+50	12"	128'	GRAVITY
258+45	12"	138'	GRAVITY

261+21	12"	115'	GRAVITY
264+26	48" FLAP GATE	434'	GRAVITY
271+45	12"	46'	GRAVITY
279+30	36" SLUICE GATE	111'	GRAVITY
288+30	12"	68'	GRAVITY
296+22	24"	84'	GRAVITY
WWTP OUTFALL	84" SLUICE GATE	530'	GRAVITY
K-4 PUMP STA	48" PUMP #1	15'	PRESSURE
K-4 PUMP STA	48" PUMP #2	15'	PRESSURE
BEE SLOUGH	15'-6"	200' (±)	GRAVITY
405+50 (±)	48"X60"	200' (±)	GRAVITY
K-5 PUMP STA	20" PUMP #1	25'	PRESSURE
K-5 PUMP STA	42" PUMP #2	15'	PRESSURE
K-5 PUMP STA	42" PUMP #3	15'	PRESSURE
K-5 PUMP STA	10" PUMP #4	25'	PRESSURE
412+95	48"X66" SLUICE GATE	204' (±)	GRAVITY
SYCAMORE PUMP STA	60" PUMP #1	106' (±)	PRESSURE
SYCAMORE PUMP STA	60" PUMP #2	106' (±)	PRESSURE
SYCAMORE PUMP STA	60" PUMP #3	106' (±)	PRESSURE
249+00	72"X60" SLUICE GATE	164' (±)	GRAVITY

HOWELL LEVEE			
STATION	STRUCTURE	LENGTH (FEET)	GRAVITY/ PRESSURE
H-4 PUMP STA	48" PUMP #1	15'	PRESSURE
H-4 PUMP STA	42" PUMP #2	15'	PRESSURE
H-4 PUMP STA	30" PUMP #3	30'	PRESSURE
H-4 PUMP STA	30" PUMP #4	30'	PRESSURE
H-4 PUMP STA	4" PUMP #5	35'	PRESSURE
ST. JOE AVE GATE 'A'	48"X60"	250' (±)	GRAVITY
ST. JOE AVE GATE 'B'	48"X60"	97'	GRAVITY
ST. JOE AVE	48"X60"	350' (±)	GRAVITY
M.H. #1 W/SLUICE GATE	30"	90'	GRAVITY
G.W. #10	42" & 4'X5' & 4'X6-7"	185'	GRAVITY
H-4 PUMP CHAMBER	42"	198'	GRAVITY
105+93	10" FLAP GATE	40'	GRAVITY
117+00	24" FLAP GATE	93'	GRAVITY
141+27.8	18" FLAP GATE	32'	GRAVITY
144+33	8" FLAP GATE	50'	GRAVITY
155+00	12" FLAP GATE	50'	GRAVITY
157+29	8" FLAP GATE	46.5'	GRAVITY

176+00	24" FLAP GATE	50'	GRAVITY
185+25	24" FLAP GATE	34'	GRAVITY
188+13	24" FLAP GATE	25'	GRAVITY
201+13	54" FLAP GATE	144'	GRAVITY
H-6 PUMP STA	12" PUMP #1 W/FLAP GATE	95'	PRESSURE
H-6 PUMP STA	12" PUMP #2 W/FLAP GATE	95'	PRESSURE
216+83	60" FLAP GATE	111'	GRAVITY
235+50	60" FLAP GATE	124'	GRAVITY
H-7 PUMP STA	24" PUMP #1 W/FLAP GATE	150'	PRESSURE
H-7 PUMP STA	24" PUMP #2 W/FLAP GATE	150'	PRESSURE
266+35	2 EA - 60" FLAP GATE	40' EA	GRAVITY
H-8 PUMP STA	24" PUMP #1 W/FLAP GATE	50'	PRESSURE
H-8 PUMP STA	24" PUMP #2 W/FLAP GATE	50'	PRESSURE
376+00	24" FLAP GATE	40'	GRAVITY
290+77	24" FLAP GATE	43'	GRAVITY

PIGEON CREEK UNIT 1			
STATION	STRUCTURE	LENGTH (FEET)	GRAVITY/ PRESSURE
CASINO AZTAR G.W. #1	SS 6" SLUICE GATE	38' (±)	GRAVITY SS
CASINO AZTAR G.W. #2	SS 10" SLUICE GATE	60' (±)	GRAVITY SS
CASINO AZTAR G.W. #3	15" SLUICE GATE	172' (±)	GRAVITY
CASINO AZTAR G.W. #4	15" SLUICE GATE	188' (±)	GRAVITY
CASINO AZTAR G.W. #5	12" SLUICE GATE	91' (±)	GRAVITY
CASINO AZTAR G.W. #6	12" SLUICE GATE	47' (±)	GRAVITY
STM STR #9 @ 40+82 (+/-)	PARALLEL 15" CURB DRAIN	31'	GRAVITY
41+13 (±)	36" SLUICE GATE	23'	GRAVITY
STM STR #8 @ 41+23 (+/-)	PARALLEL 12" CURB DRAIN	10'	GRAVITY
INDOT DIVERSION GATEWELL 42+25	48"X60" SLUICE GATE	1070 (±)	GRAVITY
44+50 (±)	48"X60" SLUICE GATE	47' (±)	GRAVITY
CB #2 @ 46+53	PARALLEL 12" INLET	22'	GRAVITY
MH #7 @46+ 75	PARALLEL 33" DIVERSION	102'	GRAVITY
OHIO STREET PUMP STA	42" PUMP #1 W/FLAP GATE	15'	PRESSURE
OHIO STREET PUMP STA	42" PUMP #2 W/FLAP GATE	15'	PRESSURE
OHIO STREET PUMP STA	42" PUMP #3 W/FLAP GATE	15'	PRESSURE
45+57.14	48"X60" SLUICE GATE	43' (±)	GRAVITY
51+85 (±)	48"X60" SLUICE GATE	300'	GRAVITY
60+86.49 (OPERATED BY EW&SU)	SS 66" SLUICE GATE	415'	GRAVITY - SS

PIGEON CREEK UNIT 2, PART I			
STATION	STRUCTURE	LENGTH (FEET)	GRAVITY/ PRESSURE
1+06	12" SLUICE GATE	44' (±)	GRAVITY
MH S-15-1 @ 1+06	PERPENDICULAR 18" DIVERSIO	20'	GRAVITY
INLET TYPE E @ 12+34	PARALLEL 12" DIVERSION	98'	GRAVITY
GREENWAY STR. 58 @ 10=12	PARALLEL 12"	75'	GRAVITY
GREENWAY STR. 57 @ 10+87	PARALLEL 12"	60'	GRAVITY
GREENWAY STR. 56 @ 11+47	PARALLEL 12"	88'	GRAVITY
GREENWAY STR. 55A @ 11+93	PERPENDICULAR 12"	16'	GRAVITY
INLET TYPE E @ 12+35	PARALLEL 12"	107'	GRAVITY
13+84	48"X60" SLUICE GATE	155.5'	GRAVITY
DROP PIPE @13+98 (+/-)	PARALLEL 24" DIVERSION	81'	GRAVITY
MH TYPE C @14+69	PARALLEL 24" DIVERSION	102'	GRAVITY
GREENWAY STR 54 @ 14+81 (+/-)	PERPENDICULAR 12"	33'	GRAVITY
MH S1-4A @ 12+93	PARALLEL 18" DIVERSON	88'	GRAVITY
MHS1-4 @ 13+77	PARALLEL 33' DIVERSION	243'	GRAVITY
MH S1-6 @ 20+15	PARALLEL 30" DIVERSION	369'	GRAVITY
GREENWAY STR. 63@ 20+13 (+/-)	PARALLEL 12"	80'	GRAVITY
GREENWAY STR. 64 @ 21+15 (+/-)	PARALLEL 12"	24'	GRAVITY
GREENWAY STR. 65 @ 21+30 (+/-)	PERPENDICULAR 12"	13'	GRAVITY
DELAWARE STREET PUMP STA	24" SEWAGE PUMP #1	112' (±)	PRESSURE
DELAWARE STREET PUMP STA	24" SEWAGE PUMP #2	112' (±)	PRESSURE
DELAWARE STREET PUMP STA	60" PUMP #1	102'	PRESSURE
DELAWARE STREET PUMP STA	60" PUMP #2	102'	PRESSURE
DELAWARE STREET PUMP STA	60" PUMP #3	102'	PRESSURE
27+2 (±)	72" SLUICE GATE	321 (±)	GRAVITY
28+36	78" SLUICE GATE	94' (±)	GRAVITY
28+95 (±)	78" SLUICE GATE	216 (±)	GRAVITY
GREENWAY SSMH 302 @ 42+55 (+/-)	PARALLEL 8"	140'	GRAVITY SS
GREENWAY SSSMH 301 @ 43+85 (+/-)	PARALLEL 8"	115'	GRAVITY SS
45+02	15" SLUICE GATE	169 (±)	GRAVITY
DRESDEN STREET PUMP STA	30" PUMP #1	10'	PRESSURE
DRESDEN STREET PUMP STA	30" PUMP #2	10'	PRESSURE
DRESDEN STREET PUMP STA	30" PUMP #3	10'	PRESSURE
GREENWAY STR. 89 @ 56+74 (+/-)	PARALLEL 12"	46'	GRAVITY
79+78	60"	360' (±)	GRAVITY
91+14	24" SLUICE GATE	178.5'	GRAVITY
108+53	24" SLUICE GATE	130.5'	GRAVITY
N. SIXTH AVENUE PUMP STA	30" PUMP #1 W/FLAP GATE	115' (±)	PRESSURE

N. SIXTH AVENUE PUMP STA	30" PUMP #2 W/FLAP GATE	115' (±)	PRESSURE
117+93	42" SLUICE GATE	150'	GRAVITY
HEADWALL S6 @ 13+66	PARALLEL 24" DIVERSION	43'	GRAVITY
INLET S6-4 @ 15+04	PARALLEL 24" DIVERSION	116'	GRAVITY
INLET S6-5 @ 16+51	PARALLEL 18" DIVERSION	118'	GRAVITY
INLET S6-6 @ 17+69	PARALLEL 18" DIVERSION	25'	GRAVITY
INLET S6-7 @ 17+69	PARALLEL 18" DIVERSION	125'	GRAVITY
PIGEON CREEK UNIT 2, PART II			
STATION	STRUCTURE	LENGTH (FEET)	GRAVITY/ PRESSURE
N. FIRST AVENUE PUMP STA	30" PUMP #1 W/FLAP GATE	10'	PRESSURE
N. FIRST AVENUE PUMP STA	30" PUMP #2 W/FLAP GATE	10'	PRESSURE
N. FIRST AVENUE PUMP STA	30" PUMP #3 W/FLAP GATE	10'	PRESSURE
158+09	54" FLAP GATE	187' (±)	GRAVITY
173+66	36" SLUICE GATE	190 (±)	GRAVITY
INLET S1-1A @ 96+83	PARALLEL 18" DIVERSION	57'	GRAVITY
INLET S1-1B @ 98+26	PARALLEL 18" DIVERSION	42'	GRAVITY
INLET S1-2 @ 98+68	PARALLEL 18" DIVERSION	144	GRAVITY
MH S-1 @ 100+12	PARALLEL 30" DIVERSION	25'	GRAVITY
MH S1-3A @ 100+37	PARALLEL 30" DIVERSION	66'	GRAVITY
184+80	66" SLUICE GATE	72' (±)	GRAVITY
187+45	PARALLEL SS 54" SLUICE GATE	132 (±)	GRAVITY SS
199+47	SS 48" SLUICE GATE	154 (±)	GRAVITY SS
DIAMOND AVENUE PUMP STA	78" PUMP #1 W/FLAP GATE	15'	PRESSURE
DIAMOND AVENUE PUMP STA	78" PUMP #2 W/FLAP GATE	15'	PRESSURE
DIAMOND AVENUE PUMP STA	78" PUMP #1 W/FLAP GATE	15'	PRESSURE
DIAMOND AVENUE PUMP STA	10'X10' BOX	168'	GRAVITY
DIAMOND AVENUE PUMP STA	SS 12" D.I.P.	428'	PRESSURE SS
HEADWALL S-3 @ 11+89	PARALLEL 42" DIVERSION	348'	GRAVITY
MH S3-2 @ 15+37	PARALLEL 42" DIVERSION	170'	GRAVITY
MH S3-2 @ 15+37	PERPENDICULAR 18" DIVERSIO	8'	GRAVITY
MH S3-4 @ 19+97	PARALLEL 36" DIVERSION	631'	GRAVITY
MN S3-6 @ 26+28	PARALLEL 33" DIVERSION	376'	GRAVITY
MH S4-1 @ 2+78	PARALLEL 18" DIVERSION	322'	GRAVITY
MH S4-2 @ 6+00	PARALLEL 24" DIVERSION	80'	GRAVITY
268+75	SS 12" SLUICE GATE	52' (±)	GRAVITY SS
MH S4-7 @ 9+75	PARALLEL 30" DIVERSION	321'	GRAVITY
273+00	HEADWALL 30"	43'	GRAVITY
273+00	24" SLUICE GATE	89.25'	GRAVITY
STRINGTOWN ROAD	4" PUMP #1 & #2	100' (±)	PRESSURE
PIGEON CREEK UNIT 2, PART III			

STATION	STRUCTURE	LENGTH (FEET)	GRAVITY/ PRESSURE
292+88	12" SLUICE GATE	38' (±)	GRAVITY
296+75.5	15" SLUICE GATE	56' (±)	GRAVITY
300+73	SS 18" SLUICE GATE	67' (±)	GRAVITY SS
305+33	SS 8" SLUICE GATE	30' (±)	GRAVITY SS
HEADWALL @ 309+44	PARALLEL 18" DIVERSION	176'	GRAVITY
U.S. 41 NORTH PUMP STA	48" PUMP #1	85'	PRESSURE
U.S. 41 NORTH PUMP STA	48" PUMP #2	85'	PRESSURE
U.S. 41 NORTH PUMP STA	48"	12'	GRAVITY
332+05	24" SLUICE GATE	82' (±)	GRAVITY
MH S1-7 @ 320+65	PARALLEL 42" DIVERSION	75'	GRAVITY
MH S1-8 @ 321+40	PARALLEL 42" DIVERSION	225'	GRAVITY
332+67	42" SLUICE GATE	104' (±)	GRAVITY

PIGEON CREEK UNIT 2, PART IV			
STATION	STRUCTURE	LENGTH (FEET)	GRAVITY/ PRESSURE
328+54	12" FLAP GATE	150' (±)	GRAVITY
337+04	12" FLAP GATE	150' (±)	GRAVITY
Diamond Ave N. Bound Ramp	42" SLUICE GATE/FLAP GATE	765' (±)	GRAVITY
Diamond Ave N. Bound Ramp	60" SLUICE GATE W/FLAP GATE	575' (±)	GRAVITY

NOTE #1: PARALLEL DIVERSION SEWERS THAT HAVE STATIONING THAT APPEARS TO BE OUT OF SEQUENCE AND NOT FOLLOW THE MAIN LEVEE CENTERLINE STATIONING, HAVE THEIR OWN STATIONS SET BY THEIR PLAN AND PROFILES ADJACENT TO THE MAIN LEVEE CENTERLINE PER THE CORPS OF ENGINEERS DESIGN PLANS.

NOTE #2: EACH ROW IN THE ABOVE TABLE IS FOR ONE (1) PIPE RUN WHERE THE INGRESS POINT IS IDENTIFIED BY THE STATION COLUMN IN THE TABLE. THE LENGTH OF EACH PIPE IDENTIFIED IN THE LENGTH (FEET) COLUMN IN THE TABLE IS THE CENTERLINE MEASUREMENT ALONG THE LONGITUDINAL DIRECTION OF THE PIPE FROM CENTERLINE OF STRUCTURE TO CENTERLINE OF STRUCTURE; CENTERLINE OF STRUCTURE TO FACE OF HEADWALL OR FLARED END SECTION; OR FACE OF GATEWELL TO FACE OF HEADWALL OR FLARED END SECTION

1.10 EXCAVATION

- A. In the event that the Contractor anticipates any excavation in the performance of his/her Work, the Contractor shall contact Indiana Underground Plant Protection at 811, e-mail at indiana811.org to mark all underground utilities prior to any excavation being performed.
- B. The Contractor shall be responsible for notification of all those utilities that do not subscribe to Indiana Underground Plant Protection, 811.

1.11 DEWATERING OF PIPE LINES OR STORM LINES

- A. In the event that dewatering of a pipeline(s) or storm manhole(s) are required to expose all internal surfaces and joints, the Contractor shall contact the EVLAD to determine if the upstream or downstream manhole, headwall or open ditch can be obstructed to eliminate flow thru the pipe with plugs, sandbags, earth berm etc. All pumps, hoses, generators, tools, materials necessary to dewater pipeline(s) shall be included in the cost of the unit price of the pipe and is incidental to the cost of CCTV and Sonar of the pipeline(s).
- B. The Contractor shall perform all work and provide all erosion and sedimentation control practices that are in accordance with the Indiana Storm Water Quality Manual, latest edition to prevent erosion; and keep all sediment, removed debris, and roots removed from the interior of pipes, junction boxes, and manholes from entering any jurisdictional streams, waterways, and waters of the State and Federal agencies.

1.12 PUMP AROUND OF SANITARY SEWER LINES

- A. In the event that dewatering of a sanitary sewer pipeline is required to expose all internal surfaces and joints, the Contractor shall contact the EVLAD and Evansville Water and Sewer Utility (ESWU) to determine if the upstream/ or downstream manhole or sluice gate can be obstructed or closed to eliminate flow thru the pipe. All sewage shall be 'pumped' around the line to be temporarily taken out of service to CCTV the line by discharging into another sanitary sewer manhole unaffected by the dewatering process. All pumps, hoses, generators, tools, materials necessary to dewater pipeline(s) shall be included in the cost of the unit price of the pipe and is incidental to the cost of CCTV and sonar inspection of the line(s).

1.13 FLOOD PROTECTION OPERATION DURING FLOOD STAGE

- A. The Contractor shall confer with the EVLAD Superintendent on a weekly basis to assess the predicted river stages and how the river stages

will/may affect the Contractor's work area. The Evansville-Vanderburgh Levee Authority District shall notify the Contractor at least 72 hours prior to when river conditions warrant implementation of flood protection measures for any exposed critical elements of the flood protection system. Historic flood elevations that indicate historic annual flood frequency, 30 day trend graphs that indicate historic rate of flooding, and three (3) day forecasts are available through EVLAD and the Army Corps of Engineers website.

- B. If flooding forecasts indicate the need, EVLAD will instruct the Contractor 72 hours ahead of the need for pumping or gravity pipes operation with gates to cease work as deemed necessary to protect any exposed, critical elements of the levee flood protection system. Once notified, the Contractor will have 24 hours to make the pump stations or gravity pipes with gates ready to be placed into service by removing all his/her equipment and materials from within or around pipes that might prevent the EVLAD from being able to provide adequate flood protection. The 72 hour period may commence on a weekend day or a holiday. Failure to start the required measures within 24 hours and be completed within 48 hours from the time of notification will constitute authorization for the EVLAD to initiate the measures at the expense of the Contractor. Any costs incurred by the EVLAD to provide flood protection caused by failure of the Contractor to make the pump stations or gravity pipes with gates ready to be placed into service with 48 hours of notification, the Contractor shall have said monies for reimbursement deducted from the Contractor's pay request by the Owner. The definition of 'ready to be placed into service' is that all tools, equipment, auxiliary light fixtures, drop cords, scaffolding, ladders, cribbing etc. shall be removed from the sump of the pump stations or gravity pipes with gates, and the sumps or gravity pipes clean of any loose material; the pumps and motors shall be capable of being operated; and all stored materials, equipment, tools, etc. stored in the pump station shall be stored in a manner to allow EVLAD personnel access to the pump controls, switch gear and lubrications system.

END OF SECTION

SECTION 012900

MEASUREMENT AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Measurement and payment criteria applicable to the Work performed under a LUMP SUM payment method.
- B. Defect assessment and non-payment for rejected work.
- C. Payment will be made monthly on the basis of work actually performed at the prices submitted on the Contractor's Pay Request Form.

1.02 AUTHORITY

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. The Contractor will take all measurements and compute quantities accordingly for periodic and final payments. The Owner and Engineer shall verify Contractor's quantities.

1.03 MEASUREMENT OF QUANTITIES

- A. Measurement Devices:
 - 1. Weigh Scales: Inspected, tested, and certified by the applicable state or local Weights and Measures department within the past year.
 - 2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
 - 3. Metering Devices: Inspected, tested, and certified by the applicable State or local department within the past year.
- B. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook

weights. Welded assemblies will be measured by handbook or scale weight.

- C. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
- D. Measurement by Area: Measured by square dimension using mean length and width or radius.
- E. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- F. Measurement of Each: Measured as a single unit complete with all necessary components that provide for a complete, and fully functional assembly and installation.
- G. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.
- H. Measurement of Invoiced Cost: Measurement by the quantities or individual items identified on the original invoice from a supplier, vendor, or other shop to the Contractor, and may include transportation and handling costs if indicated.
- I. Measurement of HOURLY RATES: Measured in increments of time (i.e. $\frac{1}{4}$ hr, $\frac{1}{2}$ hr, $\frac{3}{4}$ hr or 1 hr) for labor which includes employee pay, overhead, profit, insurance, benefits and fringes and other costs normally incorporated into a billable rate schedule.

1.04 PAYMENT

- A. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit; and supervision.
- B. Final payment for Work will be made on the basis of the LUMP SUM for all work as indicated on the Project Drawings and in the Project Manual unless changed by an Add or Deduct Change Order processed by the Owner and accepted by the Contractor for the Project.

1.05 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Owner, it is not practical to remove and replace the Work, the Owner will direct one of the following remedies:
 - 1. The defective Work may remain, but the LUMP SUM will be adjusted to a new reduced LUMP SUM agreeable to both the Contractor and the Owner.
 - 2. The defective Work will be partially repaired to the instructions of the Owner, but the LUMP SUM will be adjusted to a new reduced LUMP SUM agreeable to both the Contractor and the Owner.
- C. The individual specification sections may modify these options or may identify a specific formula or percentage sum/price reduction.
- D. The authority of the Owner to assess the defect and identify payment adjustment is final.

1.06 NON-PAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling and disposing of rejected Products.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 015000
TEMPORARY UTILITIES

PART 1 GENERAL

1.01 DESCRIPTION

- A. Owner shall provide electric service to the Contractor only if it is convenient and readily available at the pump stations. Contractor shall provide all materials, equipment, supplies, etc. that are required to obtain electric service from the Owner.
- B. Contractor shall install temporary sanitary facilities if deemed necessary by the Contractor, and potable water if required by Contractor; install and maintain temporary utilities required for inspection and remove on completion.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with Federal, State and local codes and regulations and with utility company requirements.

PART 2 PRODUCTS

2.01 MATERIALS - GENERAL

- A. Materials may be new or used but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2.02 TEMPORARY WATER

- A. Contractor shall provide all water for construction purposes.
- B. All water obtained from a municipal water system shall be metered.

2.03 TEMPORARY SANITARY FACILITIES

- A. Contractor shall provide sanitary facilities in compliance with laws and regulations.
- B. Contractor shall service, clean and maintain facilities and enclosures.

2.04 TEMPORARY HEAT

- A. If temporary heat is required for the protection of the work, the Contractor shall provide and install approved heating apparatus, and shall provide adequate and proper fuel and maintain heat as required.
- B. Temporary heating apparatus shall be installed and operated in such manner that the finished work will not be damaged thereby.

PART 3 EXECUTION

3.01 REMOVAL

- A. The Contractor shall completely remove temporary materials and equipment when their use is no longer required.
- B. The Contractor shall clean, and repair damage caused by temporary installations or use of temporary facilities.
- C. The Contractor shall restore permanent facilities of the Owner used for temporary services by the Contractor to specified condition prior to use by the Contractor.

END OF SECTION

SECTION 015010

MAINTENANCE OF TRAFFIC

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Maintenance of Traffic shall be provided and maintained by the Contractor.

1.02 DESCRIPTION

- A. Maintain traffic along all roadways in accordance with Part VI of Indiana Manual on Uniform Traffic Control Devices for Streets and Highways latest edition; INDOT Work Zone Traffic Control Guidelines: Construction, Traffic, Maintenance and Utility Operations, 2024; and Section 801 of Indiana Department of Transportation Standard Specifications, 2022 or latest edition and Supplements.

PART 2 PRODUCTS

2.01 SPECIFICATIONS

- A. Per Section 801 of Indiana Department of Transportation Standard Specifications 2020 or latest edition and Supplements.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Per Section 801 of Indiana Department of Transportation Standard Specifications 2022 or latest edition and Supplements.

END OF SECTION

SECTION 017000
PROJECT CLOSEOUT

PART 1 GENERAL

1.01 SUMMARY

- A. This section specifies administrative and procedural requirements for Project closeout, including but not limited to:
 - 1. Inspection procedures, submittal of warranties, final cleaning, and testing.
 - 2. Closeout requirements for specific construction activities are included in the appropriate sections of the Project Manual.

1.02 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - 2. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 - 3. Complete Final clean up requirements.
- B. Inspection Procedures: On receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfilled requirements. The Engineer will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued. The Engineer will repeat inspection when requested and assured that the Work has been substantially completed. Results of the completed inspection will form the basis of requirements for final acceptance.

1.03 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
 - 1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - a. Submit an updated final statement, accounting for final additional change to the Contract Sum.
 - b. Submit a certified copy of the Engineer's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Engineer.
 - c. Submit a final liquidated damages settlement statement.
 - d. Affidavit that all bills for labor and materials used on this project has been paid.
- B. Re-inspection Procedure: The Engineer will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Owner. Upon completion of re-inspection, the Engineer will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance. If necessary, re-inspection will be repeated.
- C. FINAL CLEANING
 - 1. General: General cleaning during construction is required by the General Conditions and in individual sections as noted.

D. DISTURBED AREAS

1. All areas disturbed for Ingress/Egress with equipment, tools and employee vehicles, etc. during the performance of the Contract shall be repaired to the satisfaction of the Owner.
 - a) All turf areas shall be re-seeded in accordance with Section 329200
 - b) All aggregate surfaced areas shall be leveled to drain, mud & silt removed from the aggregate surface and new #53 aggregate may be required to restore the wearing surface.
 - c) Bituminous and concrete wearing surface shall be replaced with 'like-kind'.

END OF SECTION

SECTION 019113

CLEANING

PART 1 GENERAL

1.01 DESCRIPTION

- A. Maintain premises, private, and public properties free from accumulations of waste, debris, and rubbish caused by operations and Work.
- B. At completion of work, Contractor shall be responsible for removal of waste materials, rubbish, tools, equipment, machinery, storage & gang boxes, and surplus materials; clean all sight-exposed surfaces of walls, metal components, concrete surfaces, gates, etc., and leave project clean.

1.02 SAFETY REQUIREMENTS

- A. Standards: Maintain project in accordance with State (I.O.S.H.A.) and Federal Occupational Safety and Health Administration (O.S.H.A.) safety standards.
- B. Hazard control:
 - 1. Store volatile wastes in covered metal containers in a secured area properly vented and remove from premises daily unless approved by Owner as being allowed to remain on site.
 - 2. Prevent accumulation of wastes that create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.
- C. Conduct cleaning and disposal operations to comply with local, State and Federal ordinances, regulations and anti-pollution laws.
 - 1. Do not burn or bury rubbish and waste materials on project site, or deposit of in Owner's waste receptacles.

2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
3. Do not dispose of wastes into streams, waterways, storm sewers, sanitary sewers or track from Project site.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute cleaning to ensure that grounds and public properties are maintained free from accumulations of waste materials and rubbish.
- B. At reasonable intervals during progress of work, clean site and public properties, and dispose of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from site and legally dispose of at private or public dumping areas off of Owner's property.
- D. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.

3.02 FINAL CLEANING

- A. In preparation of Substantial Completion, Contractor shall conduct an inspection and clean the Project. Areas that do not remain clean until the final completion shall receive a final inspection by the Contractor and a final cleaning.
- B. Contractor shall remove grease, dust, dirt, stains, and other foreign materials from sight-exposed exterior finished surfaces where applicable.

- C. Contractor shall broom clean paved surfaces where applicable. Use of flushing of mud and silt from the surface with water shall not be permitted unless authorized by Owner.
- D. Contractor shall maintain cleaning until Project is accepted by Owner.
- F. If a Contractor does not remove rubbish or clean the site and infrastructure as specified above within a timely manner (usually 24 hours unless a health or safety hazard exists) when requested by the Owner, the Owner reserves the right to have the work performed by others, and the cost of work performed by others will be deducted from monies due the Contractor(s) involved.

END OF SECTION

SECTION 282310

CLOSED CIRCUIT TELEVISION (CCTV) AND SONAR INSPECTION

PART 1 - GENERAL

1.01 SCOPE

The Work to be performed under this section of the Specifications consists of furnishing, in accordance with the terms and conditions said forth, all labor, supervision, materials, tools, machinery, appliances, and all other necessary supplies/incidentals and services to complete closed circuit television (CCTV) and sonar inspection of the interior of all gravity storm pipes and pump station discharge pipes that penetrate under or thru the flood protection system as identified in Section 011000 Scope of Work and specified herein. The Work includes, but is not limited to the following:

1.02 INSPECTION

- A. Gravity pipes, junction boxes, manholes, and pump discharge pipes that are of at least 48 inches diameter may be inspected by walking through the pipe which it is determined that it is safe to do so. Document the walk through with a close- circuit television (CCTV).
- B. Other gravity and pump discharge pipes that are less than 48 inches in diameter or any pipes that are unsafe to enter must be inspected remotely.
- C. All gravity pipes, junction boxes, manholes, and pump discharge pipes shall be cleaned of all debris, and roots, prior to inspection so that 100% of the interior pipe surface is visible to the CCTV camera. All debris and roots removed from the sewer system shall be properly contained, collected in a manner such that no debris and roots shall be allowed to pass downstream, removed, and disposed of off-site in accordance with all local, State, and Federal regulations.
- D. Metallic pipes, including corrugated metal pipes (CMPs) and cast-iron pipes shall/must be CCTV inspected. Metallic pipes shall be temporarily bypassed and dewatered prior to inspection such that 100% of the interior pipe surface is visible to the CCTV camera. See Figure 1 for proper protocol.
- E. Non-metallic pipes that contain water, portrays offsets, and distortions in the interior pipe profile as well as sediment build up in the pipe invert shall/must be inspected with sonar. When non-metallic pipes cannot be dewatered, partially submerged pipes shall

be assessed using CCTV inspection above the water, and sonar inspection below the water. When sonar inspection of a submerged pipe indicates that the pipe cross-sectional profile deviates from the as-built condition, the pipe shall be dewatered, and CCTV inspected. See Figure 1 for proper protocol.

F. Limits of CCTV and Sonar inspection – Within and Beneath Levee/Floodwall Sections

1. Within and Parallel with Levee Embankment Sections – Pipes penetrating the levee embankment cross section and parallel to the centerline of the flood protection system with the limits of 15 feet from the levee toe or 15 feet from the face of a floodwall shall be CCTV inspected from upstream structure to downstream structure, manhole, headwall, or inlet.
2. Beneath and Parallel with Levee Embankment Sections – Pipes underlying levee embankments which do not daylight at the levee toes the levee embankment cross section shall be CCTV inspected a minimum distance of 15 horizontal feet as measured perpendicular from either toe; however, the CCTV inspection shall continue to the riverside or creekside headwall if the pipe does not daylight within the 15 horizontal feet. Pipes parallel to the centerline of the flood protection system within the limits of 15 feet from the levee toe shall be CCTV inspected from upstream to downstream structure, manhole, headwall, or inlet.
3. T-Wall Sections – Pipes underlying and parallel with T-Walls shall be CCTV inspected a minimum distance of 8 horizontal feet as measured perpendicular from either side of the base; however, the CCTV inspection shall continue to the riverside or creekside headwall if the pipe does not daylight within the 8 horizontal feet. Pipes parallel to the centerline of the flood protection system within the limits of 15 feet from the face of the T-Wall shall be CCTV inspected from upstream to downstream structure, manhole, headwall, or inlet.
4. I-Wall Sections - Pipes underlying and parallel with I Walls shall be CCTV inspected a minimum distance of 15 horizontal feet as measured perpendicular from either face of the wall; however, the CCTV inspection shall continue to the riverside or creekside headwall if the pipe does not daylight within the 15 horizontal feet. Pipes parallel to the centerline of the flood protection system within the limits of 15 feet from the face of the I-Wall shall be CCTV inspected from upstream to

downstream structure, manhole, headwall, or inlet.

G. Limits of CCTV Inspection – Discharge Pipes from Pump Stations

Discharge pipes from the pump stations shall be CCTV inspected from the pump discharge elbow connection to the discharge pipeline to the end of the discharge line at the headwall/gatewell. If the discharge pipe ends in a gate, the CCTV inspection from the gatewell to the headwall at the riverside or creekside will also be required. In this case, pipe access may be possible through an air vent and a push camera with adequate lighting may be used.

H. During the inspection, clearly and continuously display the following information on the periphery of the screen, monitor and CCTV recording:

1. Starting Location ID per USACE record drawing stationing.
2. Ending Location ID per USACE record drawing stationing.
3. Distance from Starting Manhole/Headwall/Gate or Structure
4. Global Positioning System (GPS) shall be used to document the inlet and outlet locations.

I. All CCTV coding shall be done in accordance with NASSCO's Pipeline Assessment Certification Program (PACP). The five PACP defect grades are Grade 1, 2, 3, 4, and 5. Further details of the PACP condition grading systems are available at www.nassco.org. The information called out should include, but is not limited to the following:

1. Structural condition and deformation of the pipe walls
2. Segment length (from inside walls of adjacent manholes/headwall/gates)
3. Manhole depth (invert to top of casting to nearest 0.1')
4. Blockages or obstructions
5. Condition of joints and pipe walls
6. Standing water/sag conditions
7. Infiltration/exfiltration
8. Fluctuations in water level
9. Size, location, and condition of storm sewer laterals w/clock position

Distance measurements shall be referenced to the nearest 0.1 foot, using a readily identifiable baseline such as a headwall, manhole, or gate.

- J. The NASSCO PACP coding procedures shall not apply to pipes or portions of pipes where sonar inspection is used. A narrative description of the results of sonar inspection is to be provided along with profile images of pipe sections that display deterioration, profile offset, sediment accumulations, and any other concerns with pipe integrity.
- K. Inspection shall commence from the upstream location to the downstream location.
- L. If inspection of an entire storm sewer and/or pump discharge pipeline segment cannot be completed due to a collapse, excessive deformation, debris, intruding connections, obstructions or large displaced joints, move equipment to the downstream manhole/structure and attempt inspection in the upstream direction.
Advise the Owner if the complete sewer segment and/or pump discharge pipeline cannot be inspected on a daily basis. Track all locations where a complete inspection could not be obtained and clearly document the length of sewer and/or pump discharge pipeline not inspected, location, segment, distance from adjacent manholes, etc.
- M. Provide flow control and/or by-pass pumping for all sewers and/or pump discharge pipeline where the depth of flow is 25% of the pipe diameter or greater.
- N. Light cleaning consisting of up to 3 passes with a jet truck for removal of small roots and debris, and cleaning shall be incidental to the Contract. All debris shall be removed from the storm sewer system and/or pump discharge pipeline; not passed downstream; removed from the Owner's site; and disposed of in accordance with local, State and Federal regulations.
- O. Adequate lighting shall be required during all inspections to allow a clear picture of the entire periphery of the pipe.

1.03 CERTIFICATIONS

- A. The company that will be performing the CCTV/sonar inspection shall be required to provide their qualifications for performing this work. Provide resumes of the individuals who will be performing the work and these operators shall be required to show that they are certified in National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) coding. These individuals must also show experience on other similar jobs and have a minimum of 1 year experience in

CCTV/sonar inspection and PACP coding in accordance with NASSCO's pipeline assessment program.

1.04 MEASUREMENT

- A. Measure and record the depth of all manholes or structures adjacent to the subject storm sewer segment and/or pump discharge pipeline from the manhole invert to the top of casting to the nearest 0.1 foot using a roll tape. Marked camera cable will not be allowed.
- B. Measurements shall commence at the upstream invert and proceed to the downstream invert. Reference all distance measurements along the storm sewer and/or pump discharge pipeline to the inside walls of adjacent manholes or structures to the nearest 0.1 foot. All references to defects and/or storm sewer lateral locations along the storm sewer and/or pump discharge pipeline main shall be within \pm 2 feet.

1.05 REPORTS AND SUBMITTALS

- A. Submit two copies of the following items within two weeks following completion of all required CCTV/Sonar inspection activities (see example in Attachment 1 pages 154 thru 157 and 2 aerial photos).
 - 1. Electronic inspection CCTV recorded and organized on CD or DVD.
 - 2. Electronic still-capture pictures and sonar images of significant defects on CD or DVD.
 - 3. Printed inspection logs with as-built stationing/location, defect codes, and PACP Ratings including, the Structural, Operation and Maintenance Overall Quick Rating shall be provided.
 - 4. Printed list of standard PACP defect codes.
 - 5. Grade of the pipe invert in percent
 - 6. Coordinates (latitude/longitude) of the pipe inlet and outlet determined by handheld GPS, with estimated accuracy reported. GPS shall have an accuracy of no greater than 10 cm.
 - 7. Copy of as-built drawing with an arrow added to show the pipe location and direction of CCTV camera or sonar (can be hand drawn).
- B. All inspection CCTV shall be configured for viewing using the latest version of Windows Media Player, or the appropriate viewing

software must be submitted on each CD or DVD. Files shall be configured to have the ability to use all features of the CCTV player including fast forward capability.

- C. Inspection Reports shall be provided into a bound report.
- C. Clearly label each CD or DVD or hard drive with the following information in an organized format:
 - 1. Name of Inspection Contractor w/address and inspector's name
 - 2. Project Name
 - 3. CD ____ of (identify name and station of gravity storm sewer and/or pump discharge pipeline)
 - 4. Levee Section _____ and Stationing _____
 - 5. Date of Inspection
- D. No payment will be made for poor or unacceptable quality CCTV or sonar for portions of storm sewer mains and/or pump discharge pipeline not inspected for any reason. If, in the opinion of the OWNER, the CCTV or sonar is of such poor quality that the condition of the storm sewer and/or pump discharge pipeline cannot be adequately assessed, the Contractor shall re-inspect the unacceptable segments and resubmit all deliverables for that segment at no additional cost to the OWNER.

1.06 Extra Work/Additional Inspection

- A. In the event that the Owner requests additional footage of pipes to be inspected which are not identified within the limits as defined in paragraphs 1.09 of Section 011000 Scope of Work, the Contractor shall accept his/her unit cost per lineal foot of pipe as indicated under the heading Unit Price Per LF on the Form of Proposal.
- B. The unit price per lineal foot shall be based upon the Contractor being already set up for the pipe in question, and he/she will not be required at the later date to return to the pipe in question to provide the additional cleaning, inspection, and reporting.
- C. All additional Inspection shall comply with all this Section as for the work for the Lump Sum Bid.
- D. All additional inspection(s) will be authorized by the Owner (EVLAD) prior to the Work being performed and will be documented by an executed change order immediately following the first forthcoming Board meeting after the Work has been

verbally authorized.

PART 2 - PRODUCTS

2.01 CLOSED CIRCUIT TELEVISION (CCTV)

- A. An integrated CCTV sewer inspection system consisting of cameras, lighting, transport cables, power source, monitor, digital video recorder and other equipment as necessary to properly perform the work and specifically designed and constructed for pipe inspection.
 - 1. The television camera used for the inspection shall be one specifically designed and constructed for such inspection and shall be capable of panning 360° and tilting 270°. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera should be capable of generating a minimum of 500 lines of resolution. The minimum acceptable camera resolution is 500 lines. In general, the television monitor, and other components of the video system shall be capable of producing a color picture/video quality to the Owner's satisfaction.
- B. Sonar inspection equipment shall make a complete 360-degree inspection of the pipe circumference at one-inch intervals along the length of the pipe, and other equipment specifically designed and constructed for pipe inspection in the submerged state.

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PART 3 - EXECUTION

3.01 CAMERA MOVEMENT AND STILL PICTURES

- A. The camera shall move through the sewer and/or pump discharge pipes at a constant rate, stopping when necessary, to permit proper documentation of the pipe's condition for coding. In no case shall the television camera be pulled at a speed greater than 25 feet per minute. In addition, capture a still picture (color jpeg format) of all significant defects observed during an inspection and record segment, location along sewer, clock position, time and defect code for each picture. The operator shall also take a still photograph looking up each storm sewer lateral.

- B. Failure to comply with the specifications stated in Section 282310 above, will require reinspection of the pipes at the Contractor's expense.

END OF SECTION

SECTION 329200

LEVEE PREPARATION AND SEEDING

PART 1 GENERAL

1.01 DESCRIPTION

- A. The Work required under this Section consists of all placements of topsoil, fine grading, raking, disking and preparation of seedbeds, placement of soil amendments, mulch, seed and/or nursery sod for permanent seeding and related items necessary to repair or replace damaged turf on all surfaces disturbed during the performance of the Work except for those areas to receive rip rap armament.

1.02 QUALITY ASSURANCE

- A. Inspection: Furnish tagged seed materials or sod certification to the site for approval by Owner.
- B. Furnish seed materials certified by the State or Federal Department of Agriculture to be free from hazardous insects or apparent disease.

1.03 SUBMITTALS

- A. Certificate of inspection of seed, lime, fertilizer and other plant materials by State or Federal authorities.

1.04 PRODUCT HANDLING, DELIVER AND STORAGE

- A. Delivery
 - 1. Deliver fertilizer to site in original unopened containers bearing manufacturer's guaranteed chemical analysis, name, trade name, trademark, and conformance with State Laws.
 - 2. Notify Owner of delivery schedule in advance so material may be inspected upon arrival at job site.
 - 3. Remove unacceptable material immediately from job site.

PART 2 PRODUCTS

2.01 TOPSOIL

- A. Obtained on-site or brought in from an off-site source for lawn operations shall be:
1. Fertile, friable, natural loam containing a liberal amount of humus.
 2. Free of admixtures and subsoil.
 3. Free of Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.
 4. Free of stone, larger than 1 inch in diameter, sticks and other extraneous matter.
 5. Shall not be used for planting operations while in a frozen or muddy condition.
 6. Free of pest, pest larvae, and toxic matter to plant.

2.02 SOIL CONDITIONERS

- A. Fertilizer
1. Conform to State fertilizer laws. Granular or pelleted in form and furnished in the manufacturer's labeled bags.
 2. Available nutrients, percent by total weight:

Sod	Turf-type Tall Fescue Sod
Turf Fertilizer	Granular, non-burning product composed of not less than 50% organic slow acting, guaranteed analysis professional fertilizer. Type A: Starter Fertilizer containing 20% nitrogen, 26% phosphorus and 6% potash by weight or similar approved composition.

	Type B: Top dressing fertilizer containing 31% nitrogen, 3% phosphorus and 10% potash by weight or similar approved composition.
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B. Mulch

1. Threshed straw of cereal grain such as oats, wheat, barley, rye or similar species.
2. Materials that contain objectionable weed seeds or other species that might be detrimental to the plant being established will not be acceptable.

C. Water

1. Free of substances harmful to growth of plants.

D. Lime

1. Agricultural limestone, natural dolomitic limestone containing not less than 85% of total carbonates with a minimum of 40% magnesium carbonates, ground so that not less than 25% passes a 100-mesh sieve. Calcareous limestone shall contain not less than 50% calcium oxide, and dolomitic limestone shall not contain less than 40% magnesium oxide.
2. Lime shall be tilled to a depth of at least 2" by plowing, disking, harrowing or other approved operation until the soil achieves a pH of 6.2 to 7.4.
3. Contractor shall be responsible for having samples tested for pH and provided to Owner prior to placing and distributing lime.

2.03 PERMANENT SEED

A. Mixture by Weight per Acre

Kentucky Blue Grass	12.5 lbs.
Tall Fescue (Kentucky 31) or approved equal	87.5lbs.
Red Top	4 lbs
White Clover	6 lbs.
Domestic Perennial Rye Grass	<u>15 lbs.</u>
	125 lbs.

B. The above choices are subject to availability. Any substitutions to the above selections shall not be made without first consulting with the Owner.

C. Pure Live Seed

1. The following shall be used to determine the amount of commercial seed required to provide in each kind of seed the specified quantity of pure live seed.

$$\frac{\text{Pure Live Seed} \times 100 \times 100}{\text{Purity} \times \text{Germination}} = \text{Pounds Commercial Seed Required}$$

2.04 STRAW MATTING/EROSION CONTROL BLANKET

- A. Straw matting if required to stabilize embankments shall be equal to SC150 - Manufactured by North American Green for all slopes greater than 3:1 and high velocities/heavy runoff. Installation shall be according to manufacturer's recommendation.

2.05 SOD

- A. Sod shall be fibrous nursery grade with Kentucky bluegrass, fescue or other approved grass plants that are living, well rooted and growing suitable for the environment and climate for the location it is to be planted at and be obtained from a nursery.
- B. Sod shall be cut to a height of 2 to 3 inches. Edges shall be cut cleanly, to a minimum thickness of $\frac{3}{4}$ inches or more. Sod strips shall be of uniform width of no less than 16 inches and no less than 2 foot in length.

Part 3 EXECUTION

3.01 INSPECTION

- A. Examine areas to receive soil preparation to ensure work of other trades has been completed.
- B. Do not proceed with soil preparation until unsatisfactory conditions are corrected.
- C. All areas disturbed during construction and/or areas shown on the Drawings shall be reseeded.

3.02 INSTALLATION

A. Replace Topsoil

1. All areas behind aggregate shoulders, ditches and general lawn areas shall be covered with a minimum of 4" of topsoil.

B. Tillage

1. After the areas required to be seeded have been brought up to final grade, the surface shall be tilled to a depth of at least 4" by plowing, disking, harrowing or other approved operations until the condition of the soil is acceptable.
2. Add limestone at the rate of 3,000 pounds per acre to bring pH in the range between 6.2 to 7.4.
3. Apply fertilizer at 600 lbs. per acre.
4. Till limestone and fertilizer into the upper two inches of the soil by raking or harrowing. Raking and harrowing shall be performed parallel to the length of the Levee and not perpendicular.
5. Perform the work only during the period when, in the opinion of the Owner, beneficial results are likely to be obtained.

C. Coordinate and implement all work specified within this Section with the work specified in the Storm Water Pollution Prevention Plan (SWP3)

3.03 CLEANUP AND PREPARATION FOR SEEDING

- #### A. Remove debris, rock greater than 1 inch diameter, and excess materials from surface to receive seeding.

3.04 APPLICATION OF SEED

- #### A. Seed shall be drilled in or mixed with water but shall not be covered more than 1/2". The mixture may be sprayed over the area to be seeded by hydro-seeder. If seed is applied with a mechanical seeder, the seed shall be placed in two applications at approximately 1/2 the total rate per application, with the second application being made at approximately 90 degrees to the first application.

- B. Apply seed mixture at 125lbs./acre.
- C. Spread mulch uniformly at 1½ ton per acre. Mulch material shall be punched into the soil that it is partially covered.

3.05 TURF ESTABLISHMENT – PERMANENT SEEDING

- A. Watering: Contractor will keep soil moist during seed germination period.
- B. Replant and Repair: Reseed and mulch spots having less than 250 plants per square foot uniformly distributed and where no gaps larger than 4-inches in diameter occur anywhere in the turf area.

3.06 TURF ESTABLISHMENT-SOD

- A. Apply fertilizer at 400 lbs. to 450 lbs. per acre for areas to receive sod.
- B. Sod strips shall be laid in longitudinal direction and fitted to the surrounding grade and fixed objects. The sod strips shall be butted together closely to avoid open joints. Overlapping of joints is prohibited.
- C. After laying sod, water initially and roll to insure contact with underlying soil.
- D. Sod placed in swales with grades steeper than 1% and on slopes 3:1 and steeper shall be pegged, spaced not over 2 feet apart in each strip.
- E. Watering: Contractor will keep soil moist and sod watered during growing season at least once per day of the first week, once every second day of the second week, once every third day of the third week, and once a week thereafter.
- F. Replant and Repair: Replace sod having less than 250 plants per square foot uniformly distributed and where no gaps larger than 4-inches in diameter occur anywhere in the turf area.

3.07 CLEANUP

- A. Remove trash and excess materials from the project site.

3.08 MAINTENANCE

- A. The Contractor shall repair any erosion, reseed and re-fertilize any bare and eroded areas until a good stand of grass is achieved.
- B. Maintain for 12 months from the date of Substantial Completion. Coordinate activities for extended maintenance period with the Owner.
- C. Provide a uniform stand of turf by watering, mowing, and maintaining turf areas until written acceptance from Owner. Reseed areas with turf-type tall fescue seed mix to match sod, if required.
- D. Maintain and establish lawn by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth lawn.
- E. Watering: Provide and maintain temporary piping, hoses, and lawn-watering equipment to convey water from sources and to keep lawn uniformly moist to a depth of 100 mm (4 inches).
 - 1. Schedule watering to prevent wilting. Avoid puddling, erosion, and displacement of seed or mulch by watering operations. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
 - 2. Water lawn at a minimum rate of 25 mm (1 inch) per week.
 - 3. Contractor shall be responsible for watering equipment.
- F. Mow lawn as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 40 percent of grass height. Remove no more than 40 percent of grass-leaf growth in initial or subsequent mowing. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height.
 - 1. Mow grass 65 to 90 mm (2-1/2 to 3-1/2 inches) high.
- G. Lawn Postfertilization: Apply fertilizer after initial mowing and when grass is dry.
- H. Use fertilizer that will provide actual nitrogen of at least 0.45 kg/92.9 sq. m (1 lb / 1000 sq. ft.) to lawn area.

- I. Applications of herbicides for weed control in accordance with manufacturer's instructions and with the Owner's full knowledge and permission. Supply Owner immediately with labels for products used. Remedy damage from use of herbicides.
- J. Application of insecticides for weed control in accordance with manufacturer's instructions and with the Owner's full knowledge and permission. Supply Owner immediately with labels for products used. Remedy damage from use of insecticides.
- K. Applications of fungicides for disease control in accordance with manufacturer's instructions and with the Owner's full knowledge and permission. Supply Owner immediately with labels for products used. Remedy damage from use of fungicides.
- L. Schedule:

Late February: Apply approved Type B fertilizer in mix ratio of 20-5-10 or 12-4-18 at rate of $\frac{3}{4}$ lb. of actual nitrogen / 1000 SF.

Mid-Late March: Apply crabgrass preventer and broadleaf weedkiller. Meet local ordinance requirements for public notification.

Late May: Apply second application of crabgrass preventer and/or broadleaf weedkiller 6-8 weeks after first application.

July-September: Maintain watering as needed, but only in early morning to keep diseases under control. Monitor and control for fungus (brown patch) or other disease and insects.

Mid-September- Mid-October: Overseed at rate of 4-6 lbs. / 1000 SP, if needed.

3.08 BENCHING AND COMPACTION

- A. In the event the Contractor must excavate in the levee or levee right-of-way to perform his/her work, all benching and compaction for levee and floodwalls shall be in strict conformance with the Standard Operating Procedures for Benchng and Compaction for Levee and Floodwall Modifications dated 30 November 2010 which is included in the Attachments.

END OF SECTION

The Evansville levee project was authorized under the general authorization for the Ohio River Basin contained in the Flood Control Act of 1937. The U.S. Army Corps of Engineers built the levee system originally and inspects the system annually. The levee is built to withstand a river stage 3 feet higher than the record 1937 level of 53.7 feet.

The levee project consists of more than 27 miles of levee and covers more than 825 acres.

- 79,183 feet of earthen levee
- 8,175 feet of concrete wall
- 1,761 feet of combined wall and highway
- 3,160 feet of roadway levee
- 19 pumping stations
- 24 movable closures
- 15 sandbag closures

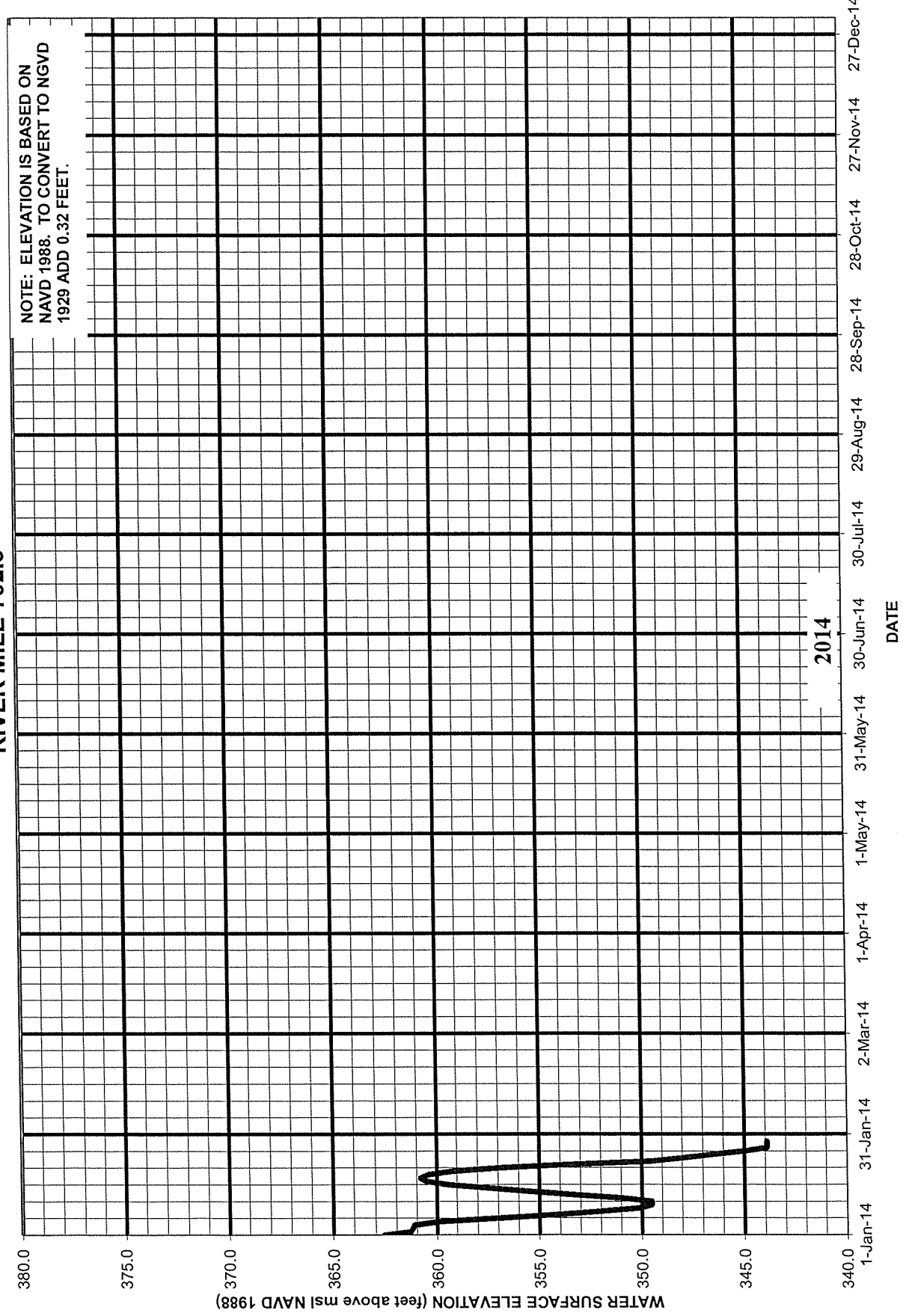


The Evansville-Vanderburgh Levee Authority is a separate body of the city of Evansville and Vanderburgh County governments and is governed by a three-member board. The Levee Authority is partnered with the U.S. Army Corps of Engineers; any changes or modifications to the levee system must have approval by both the Levee District and the Corps of Engineers.

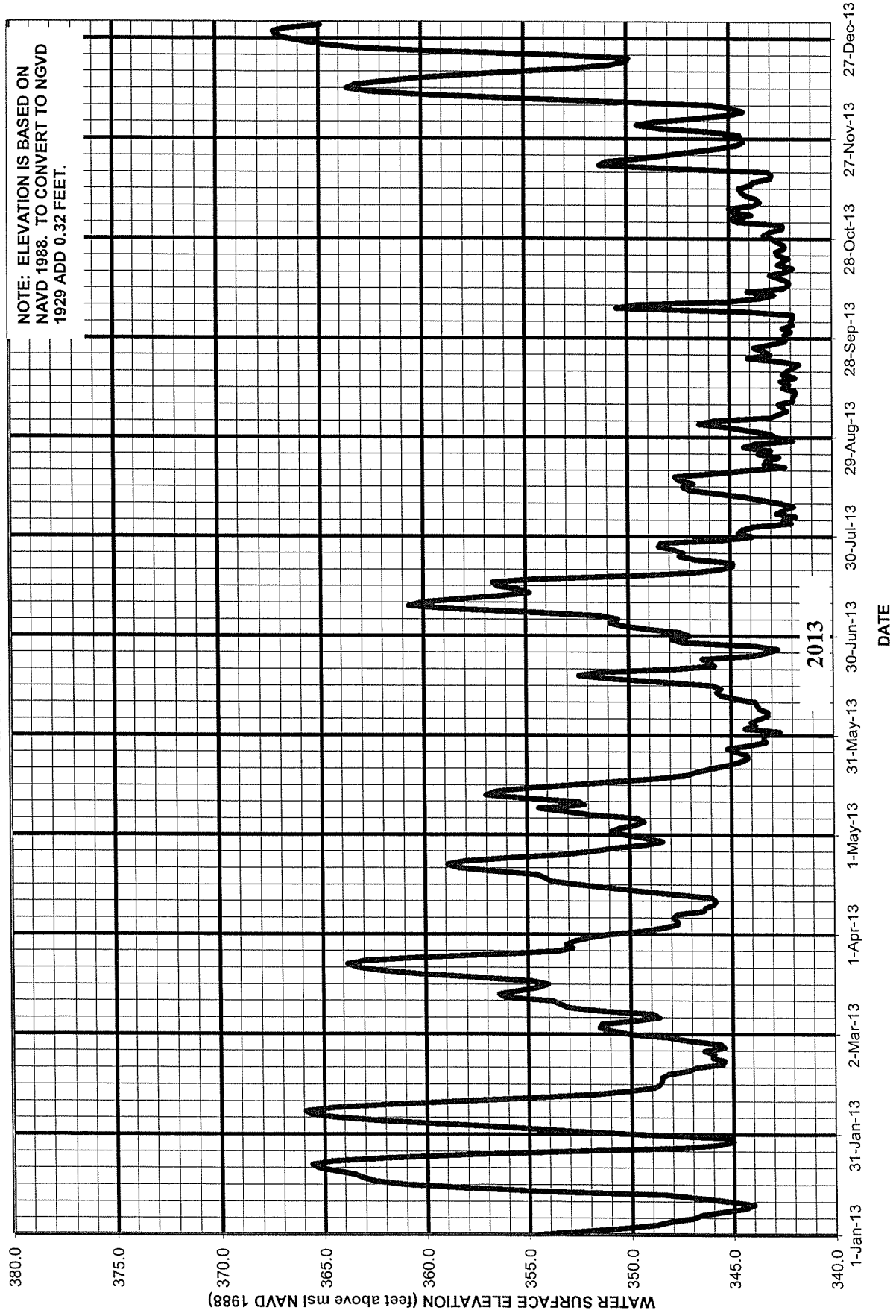
SOURCE: Evansville-Vanderburgh Levee Authority

LARRY FINK / Courier & P

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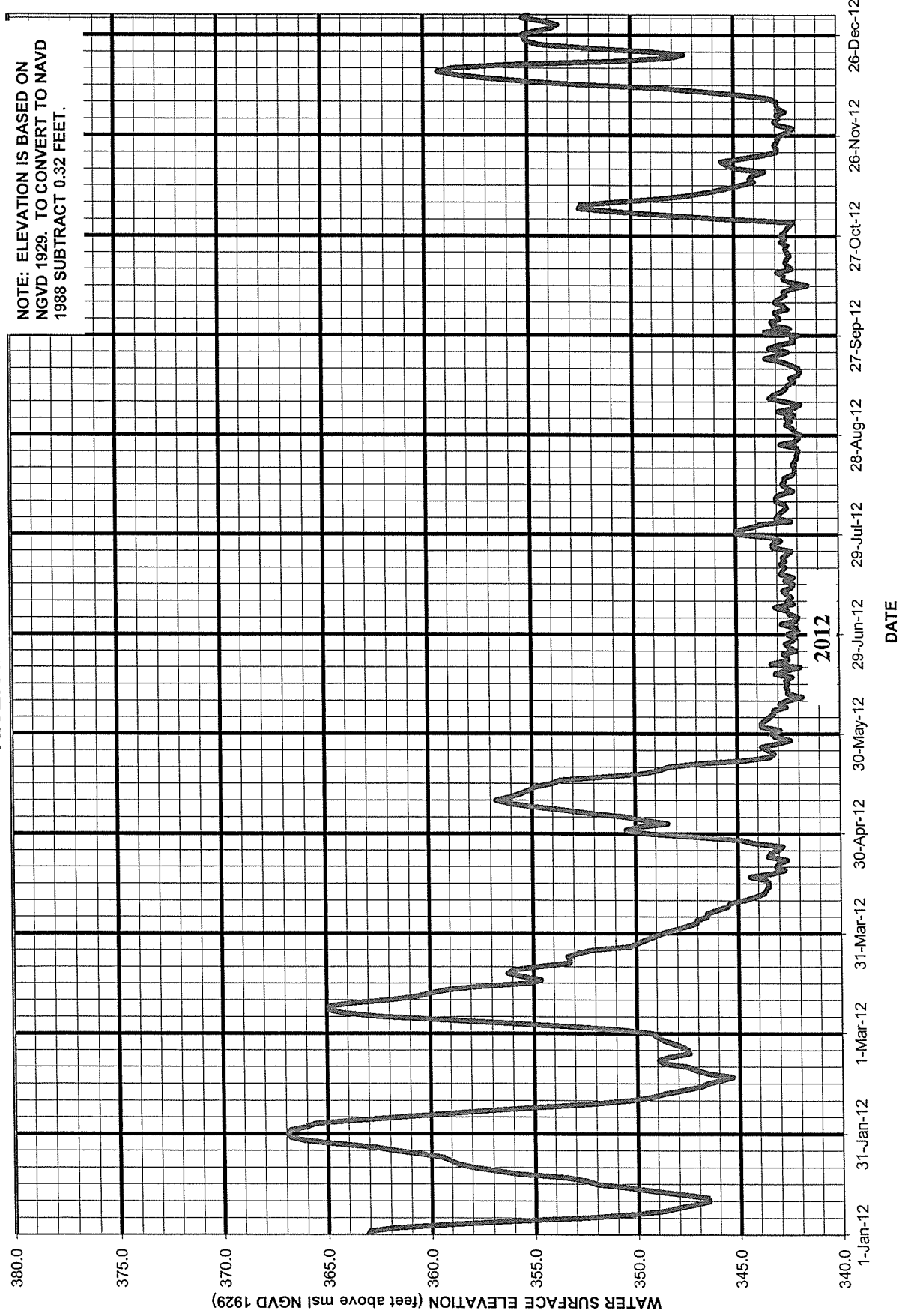


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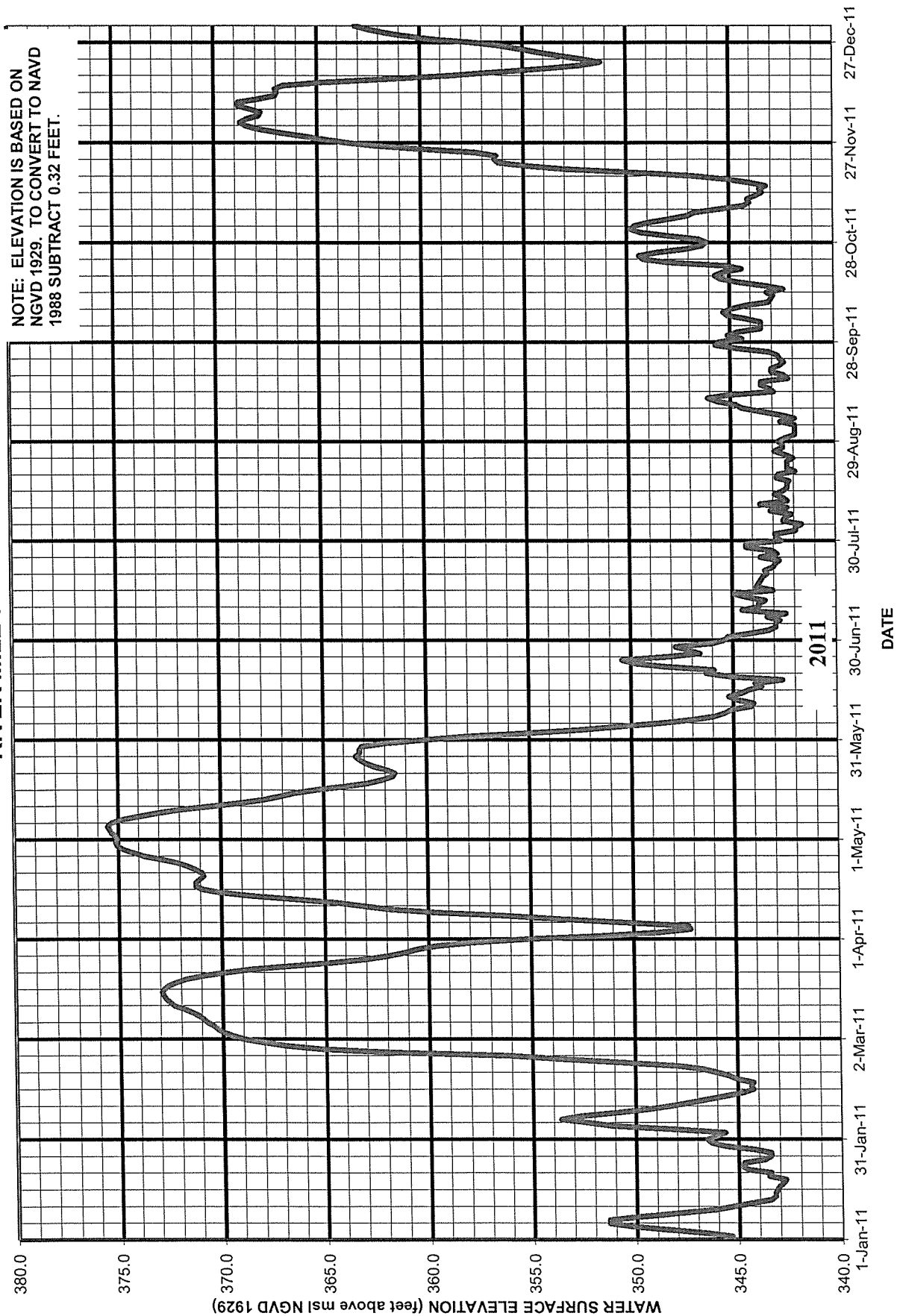


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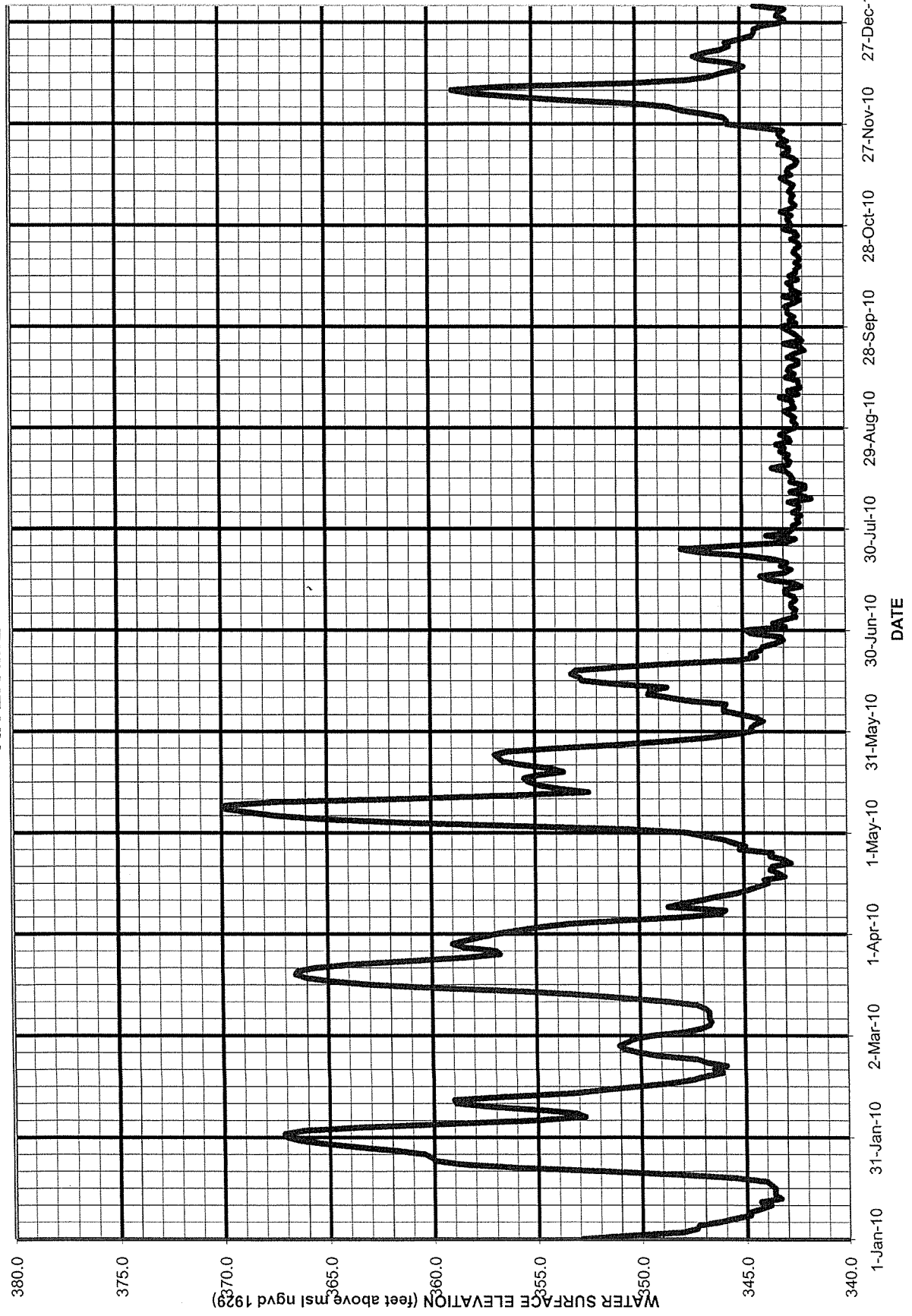
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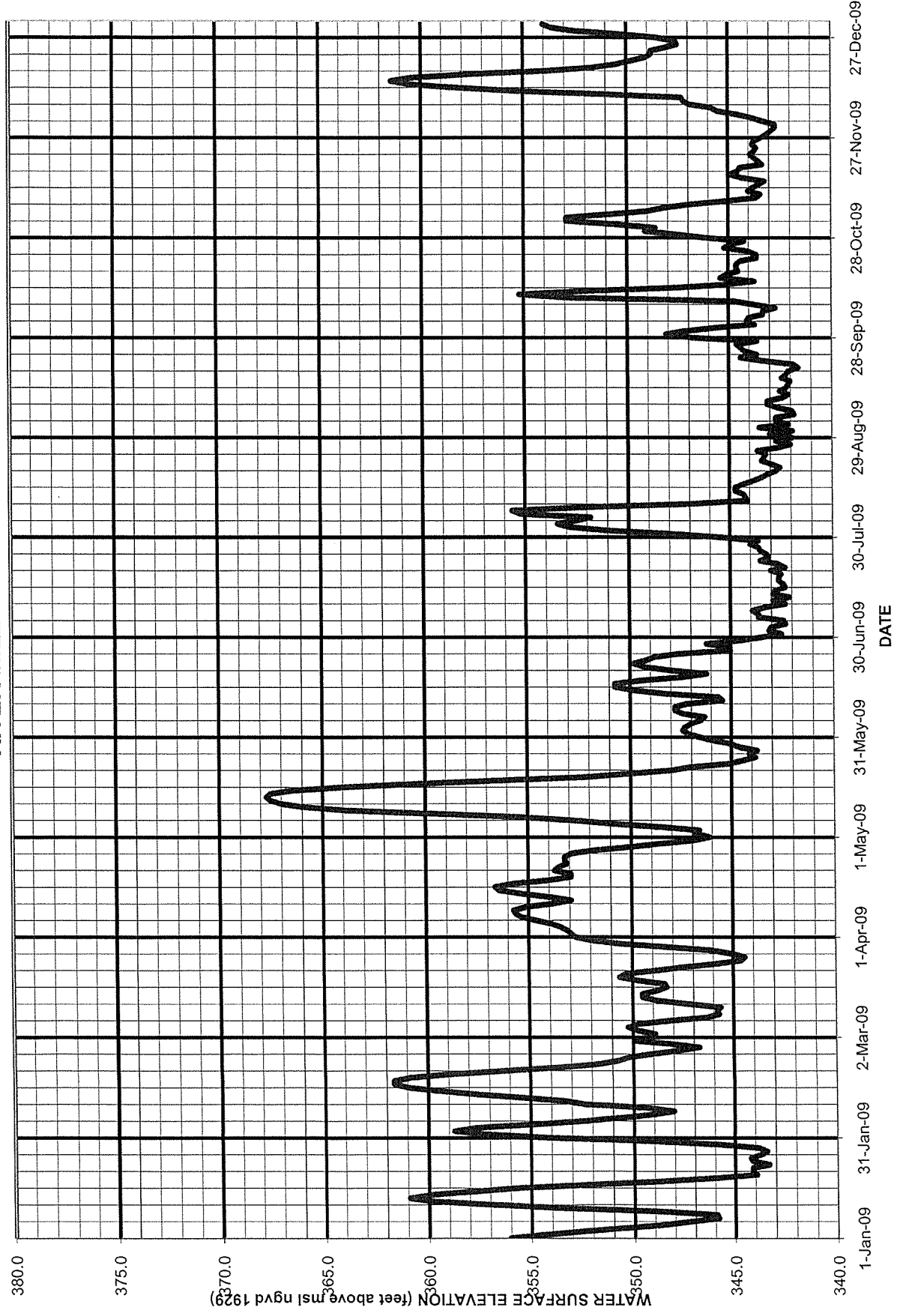
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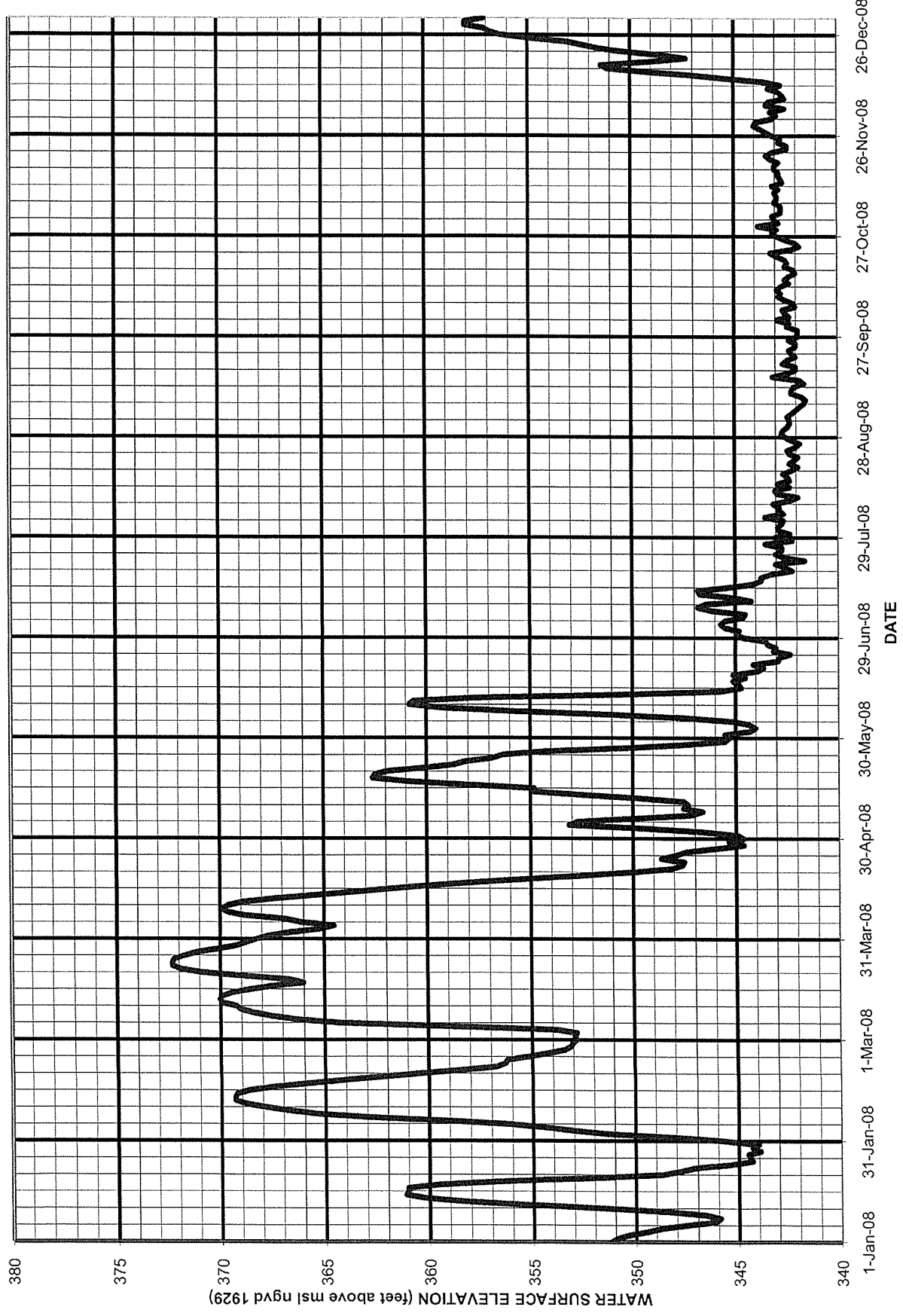
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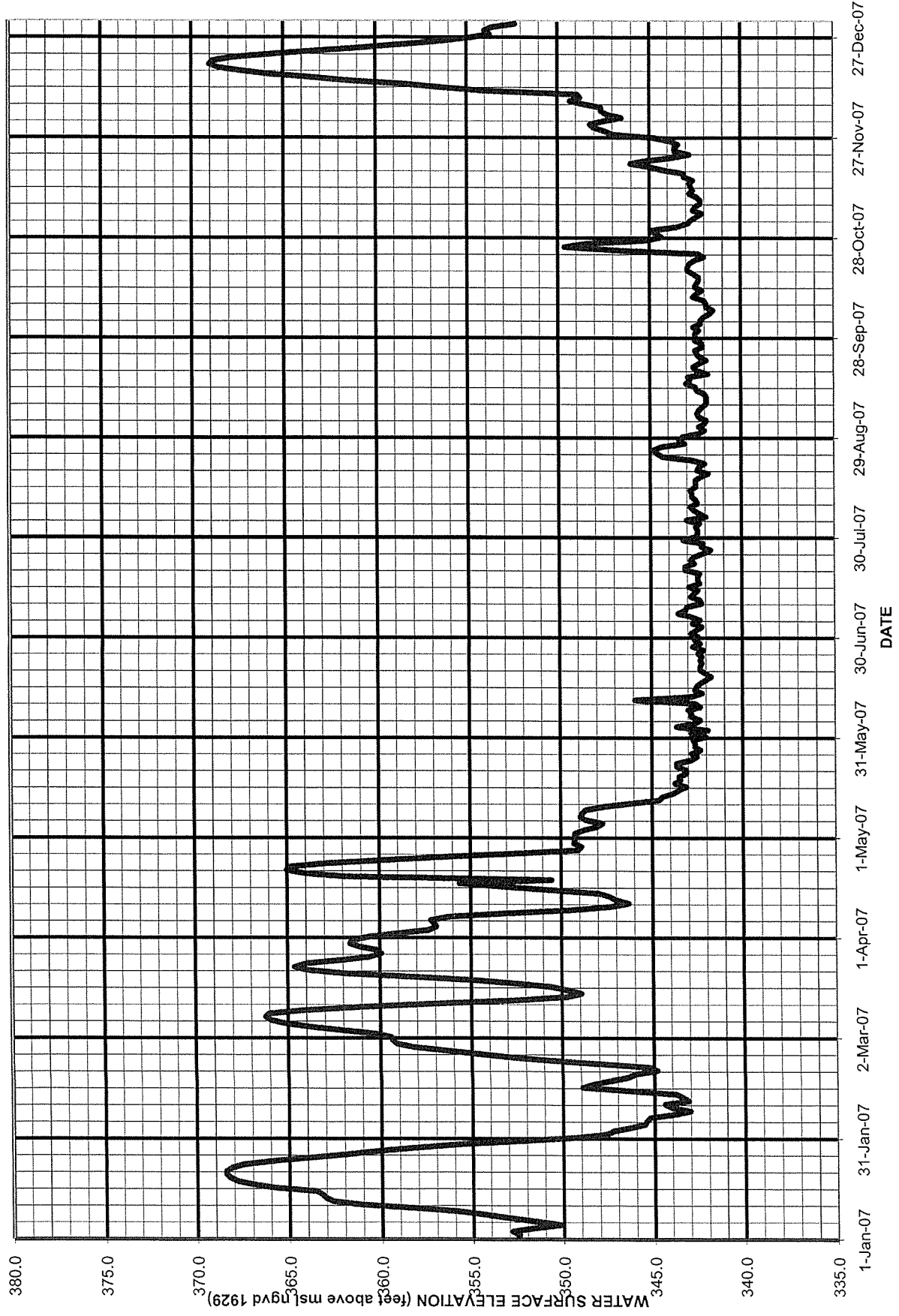
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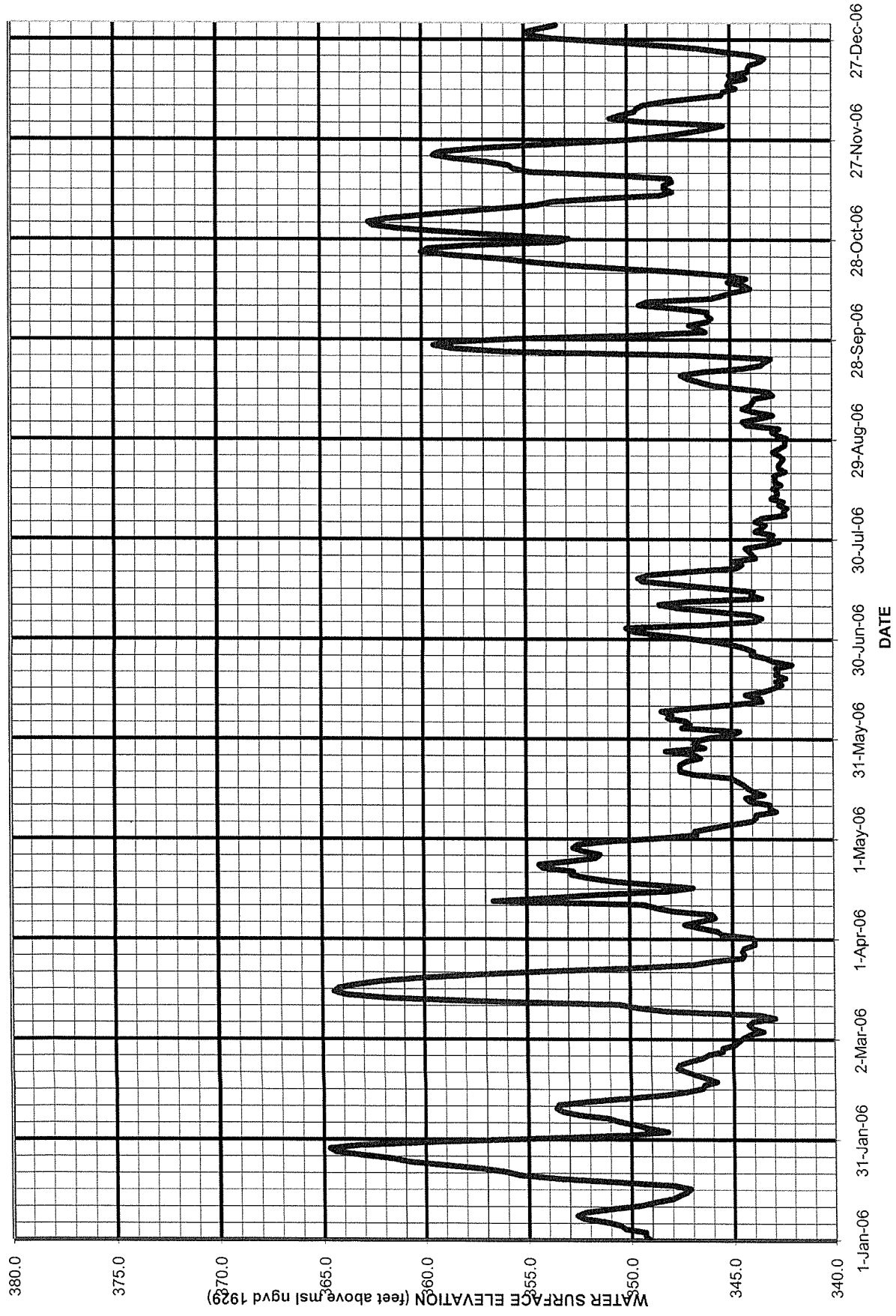
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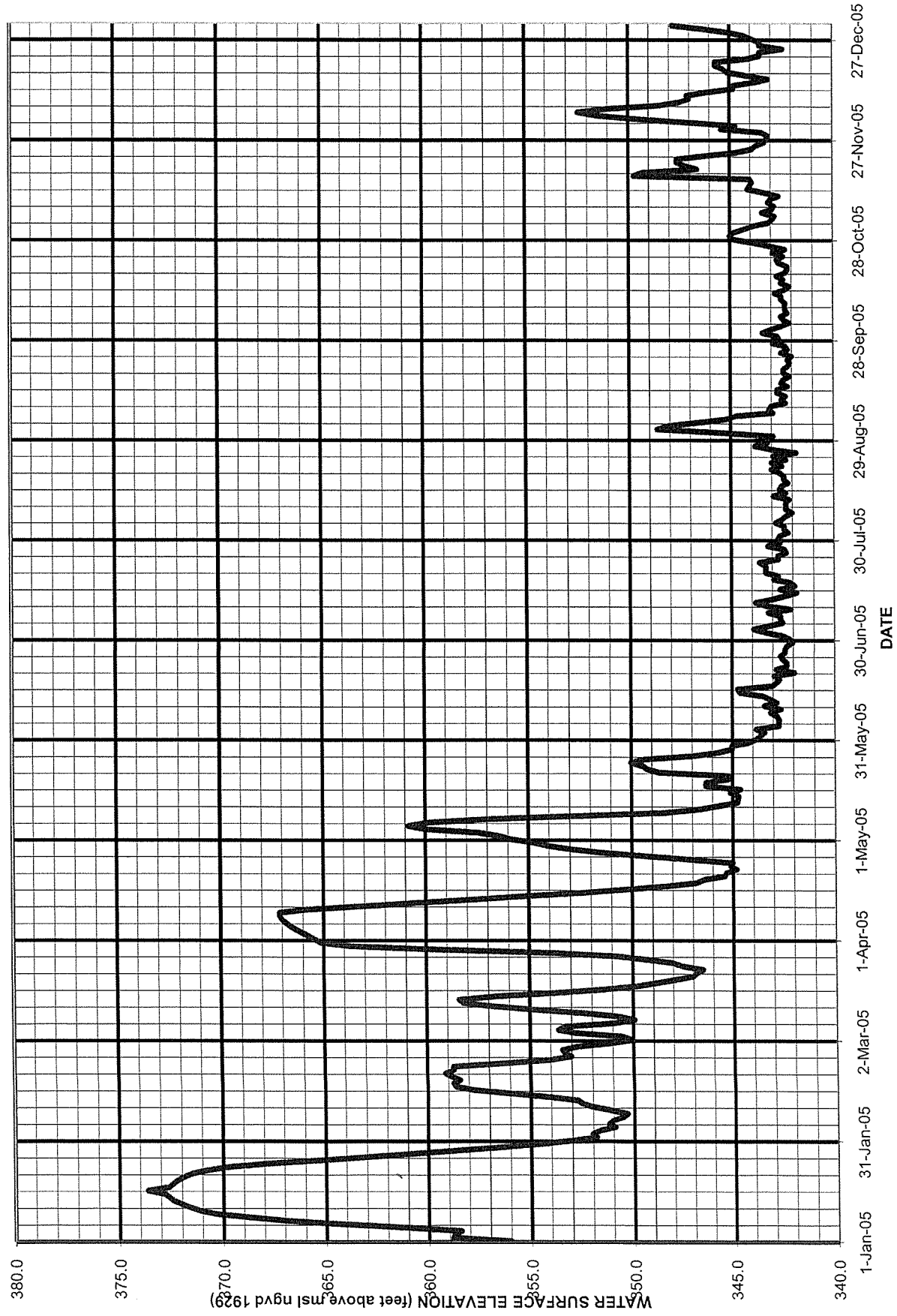
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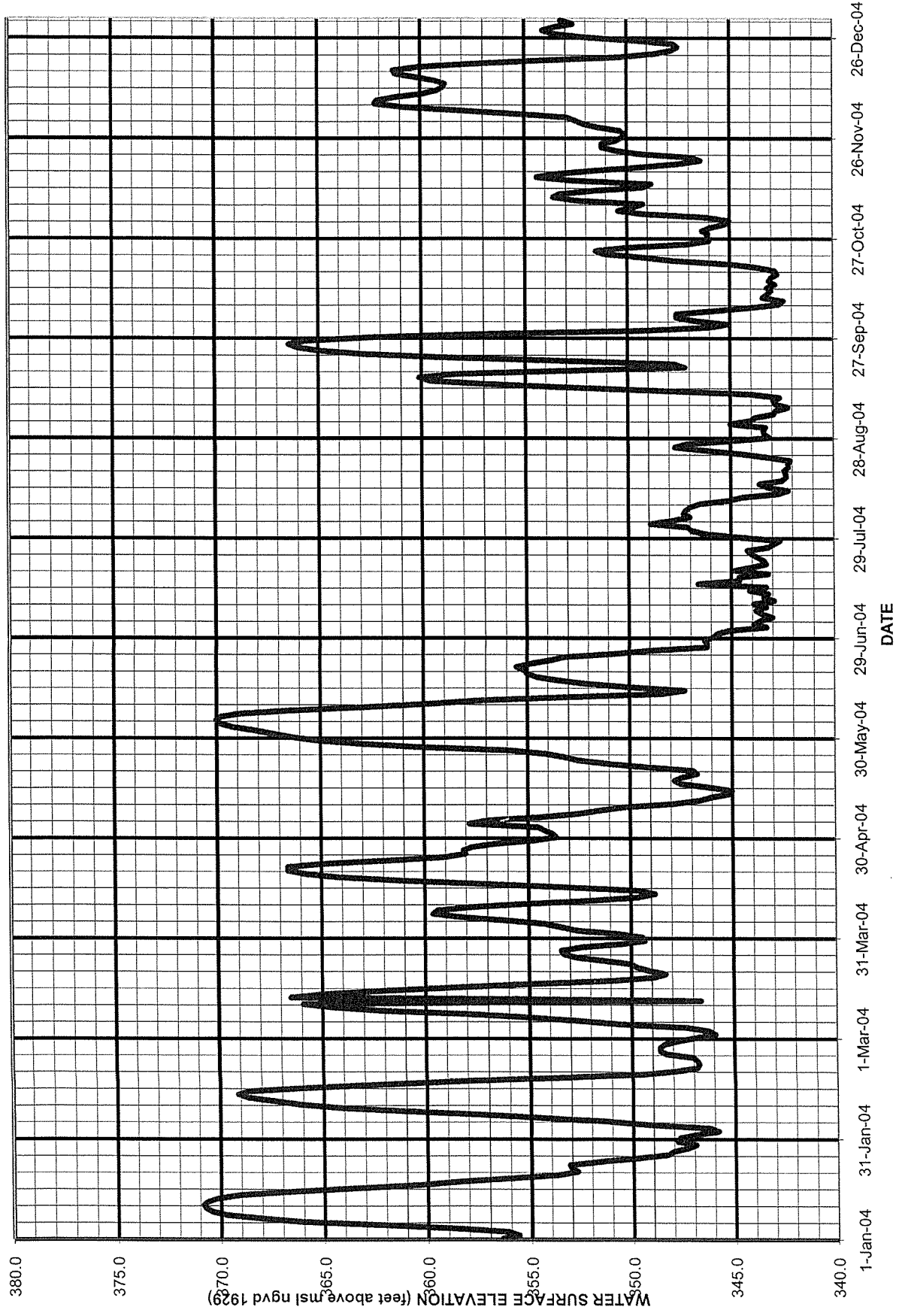
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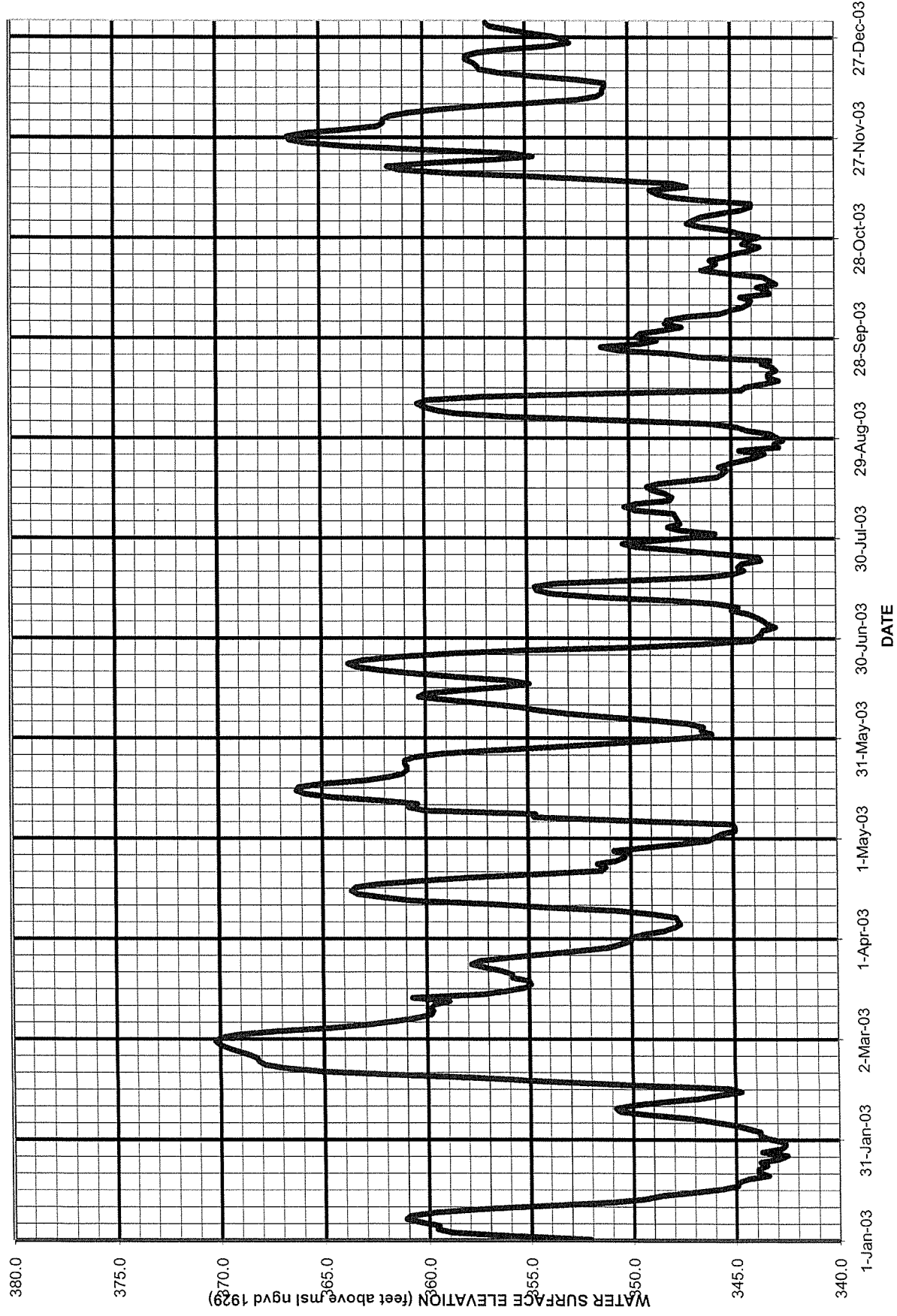
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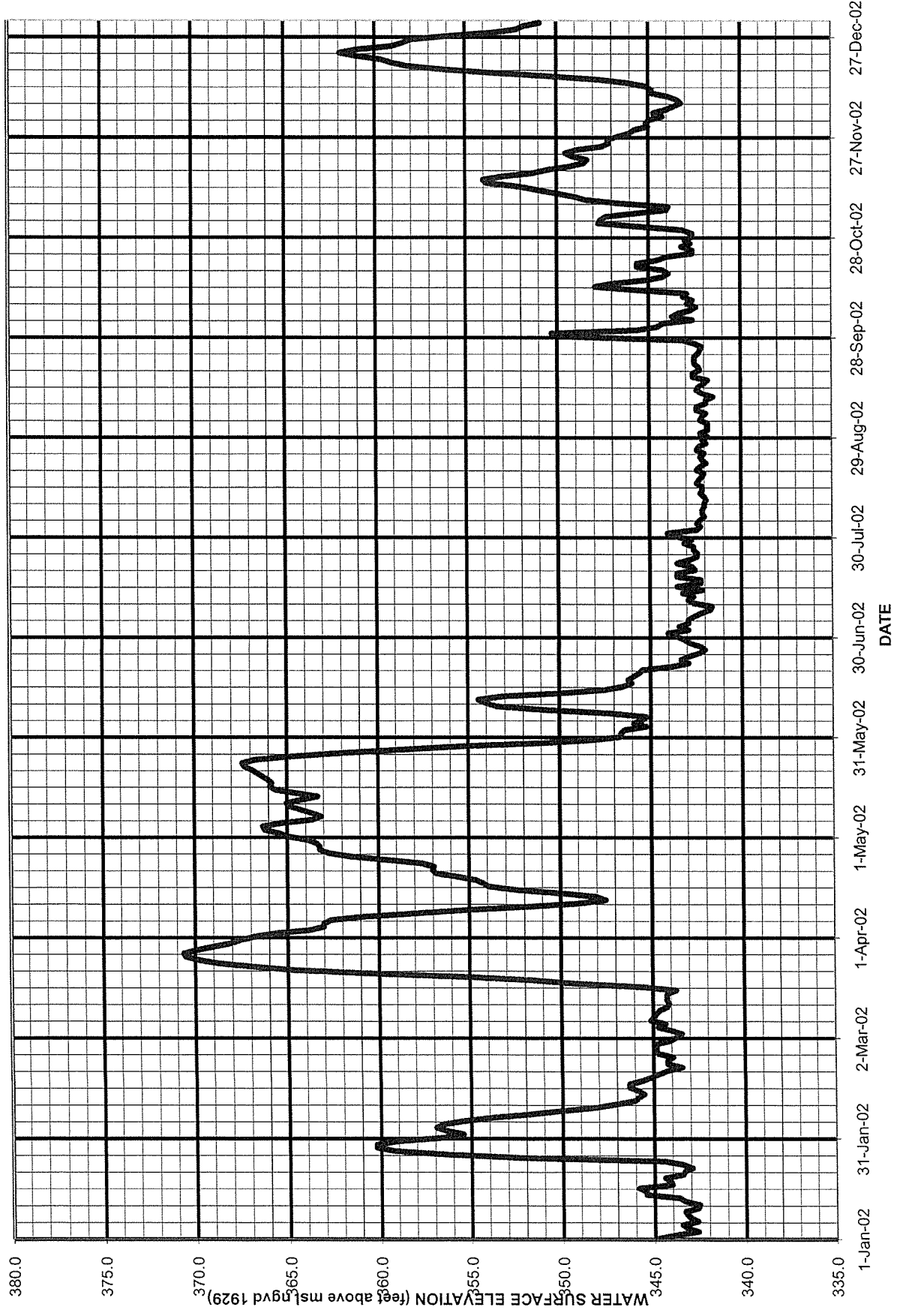
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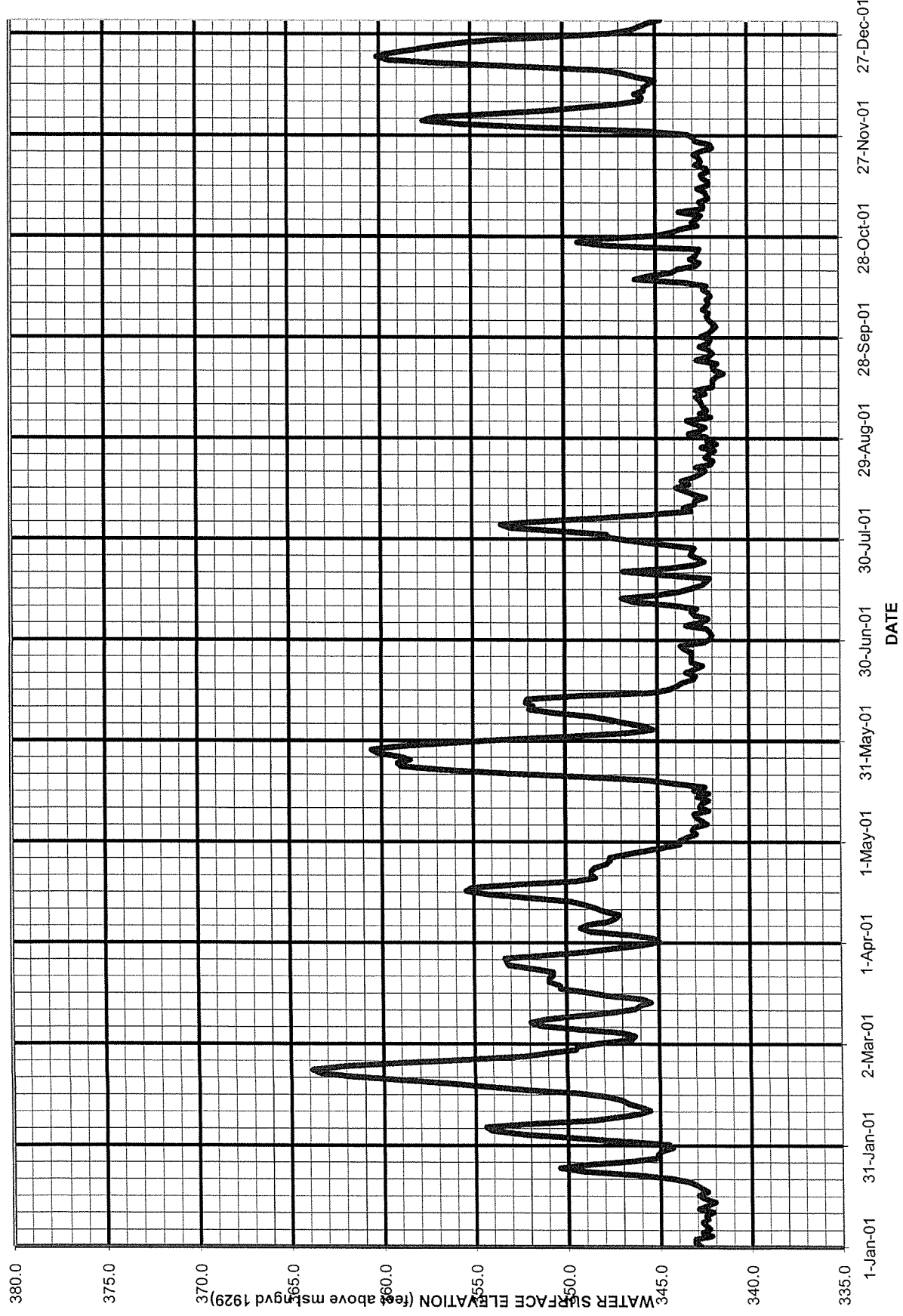
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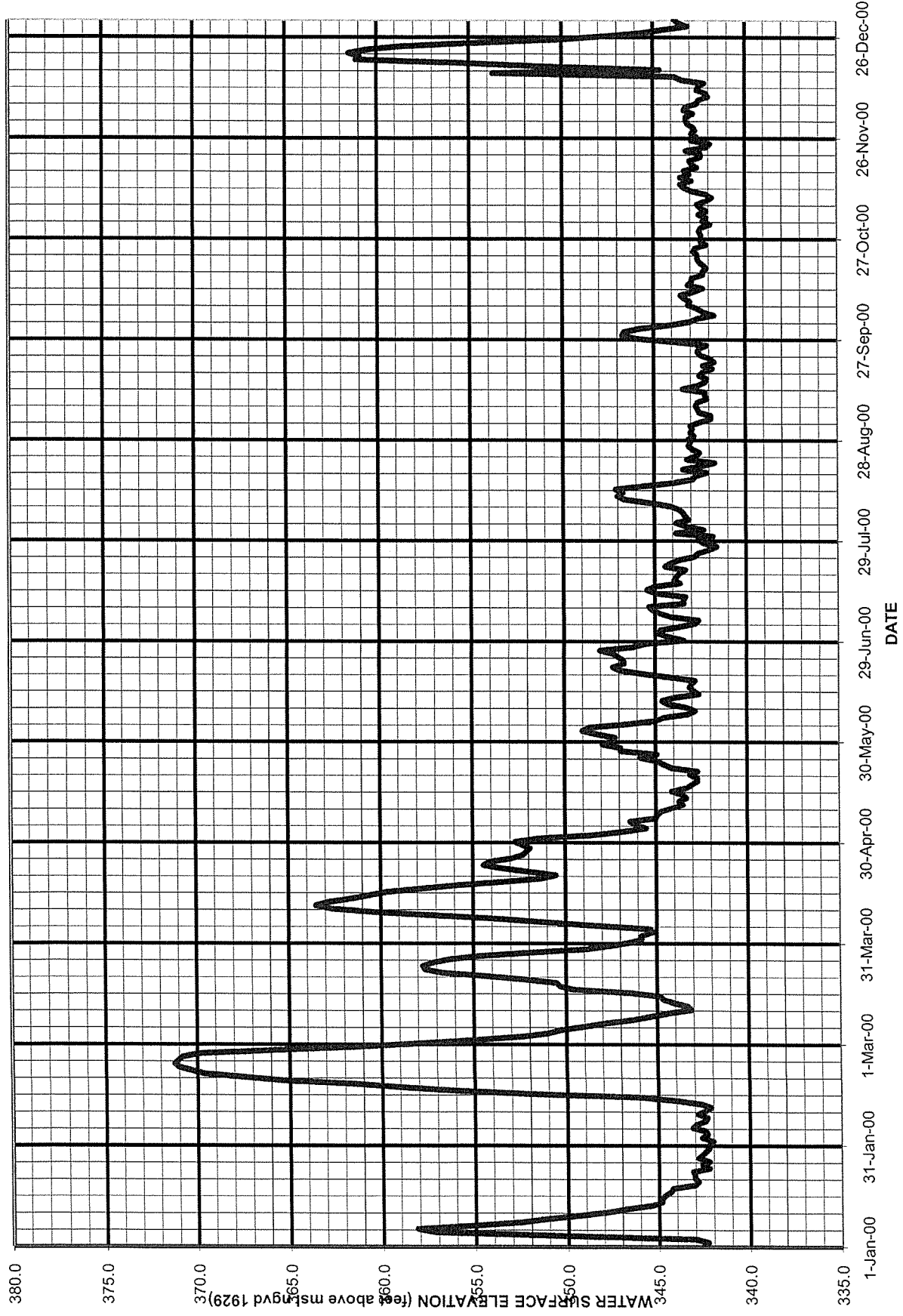
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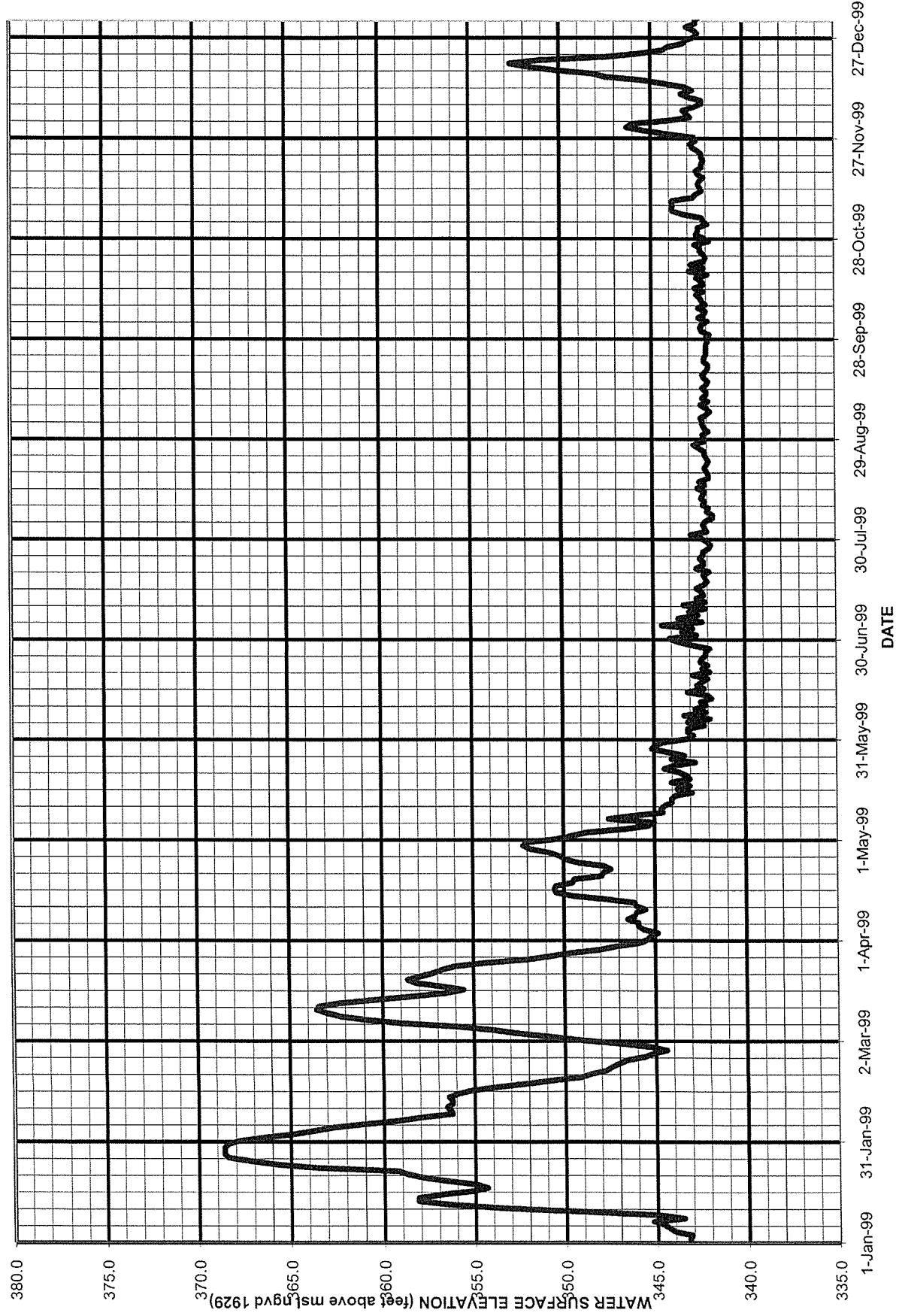
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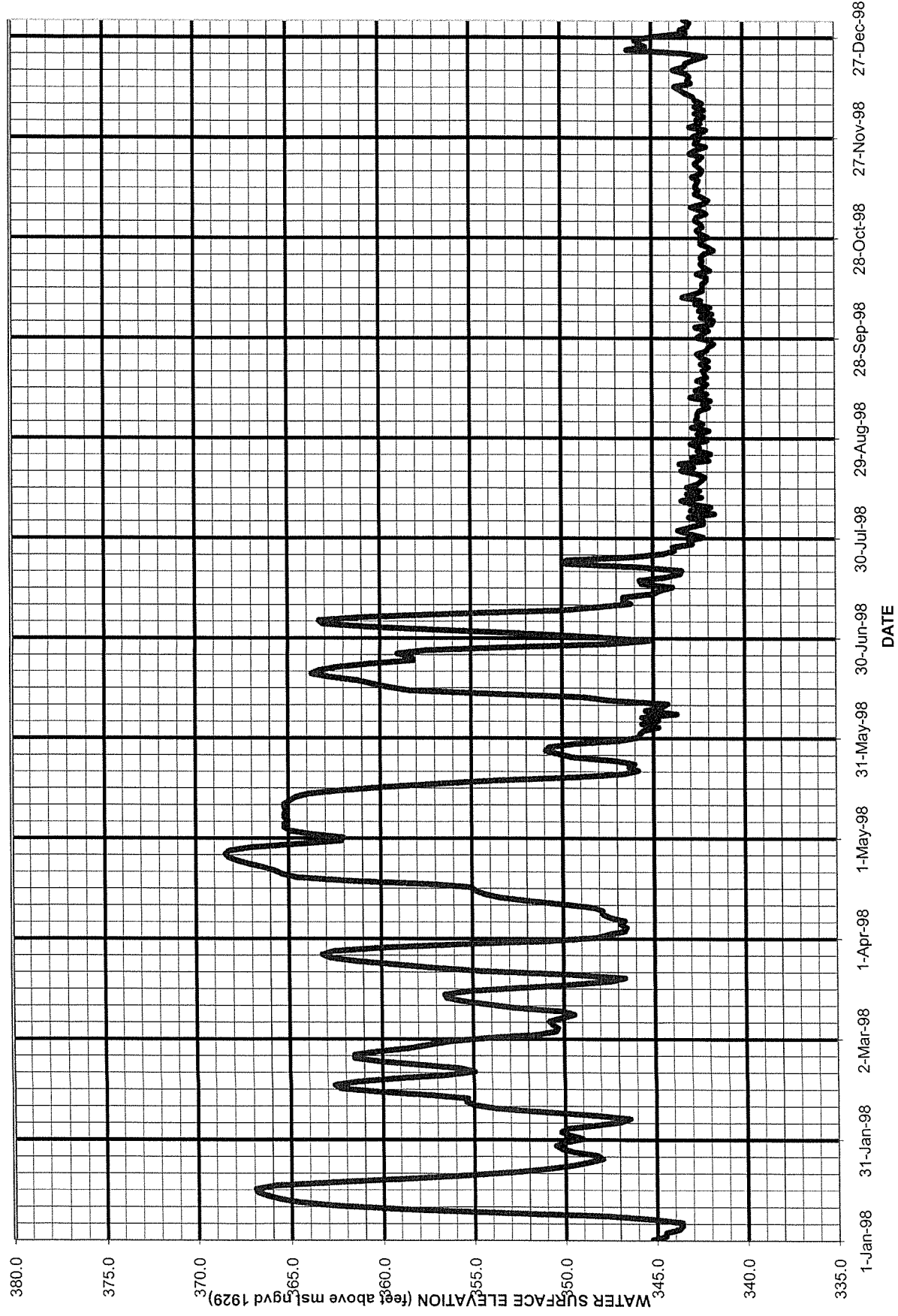
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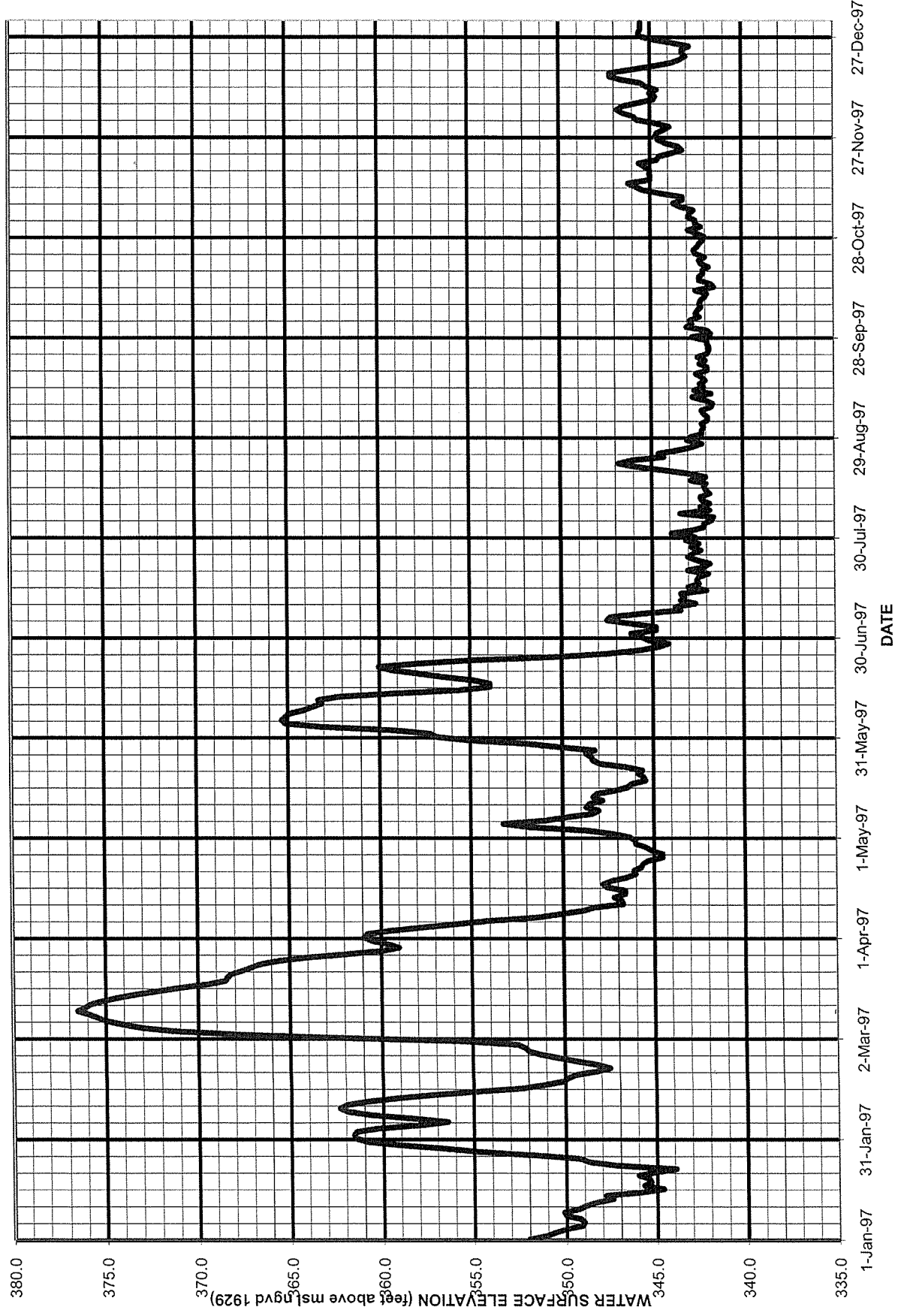
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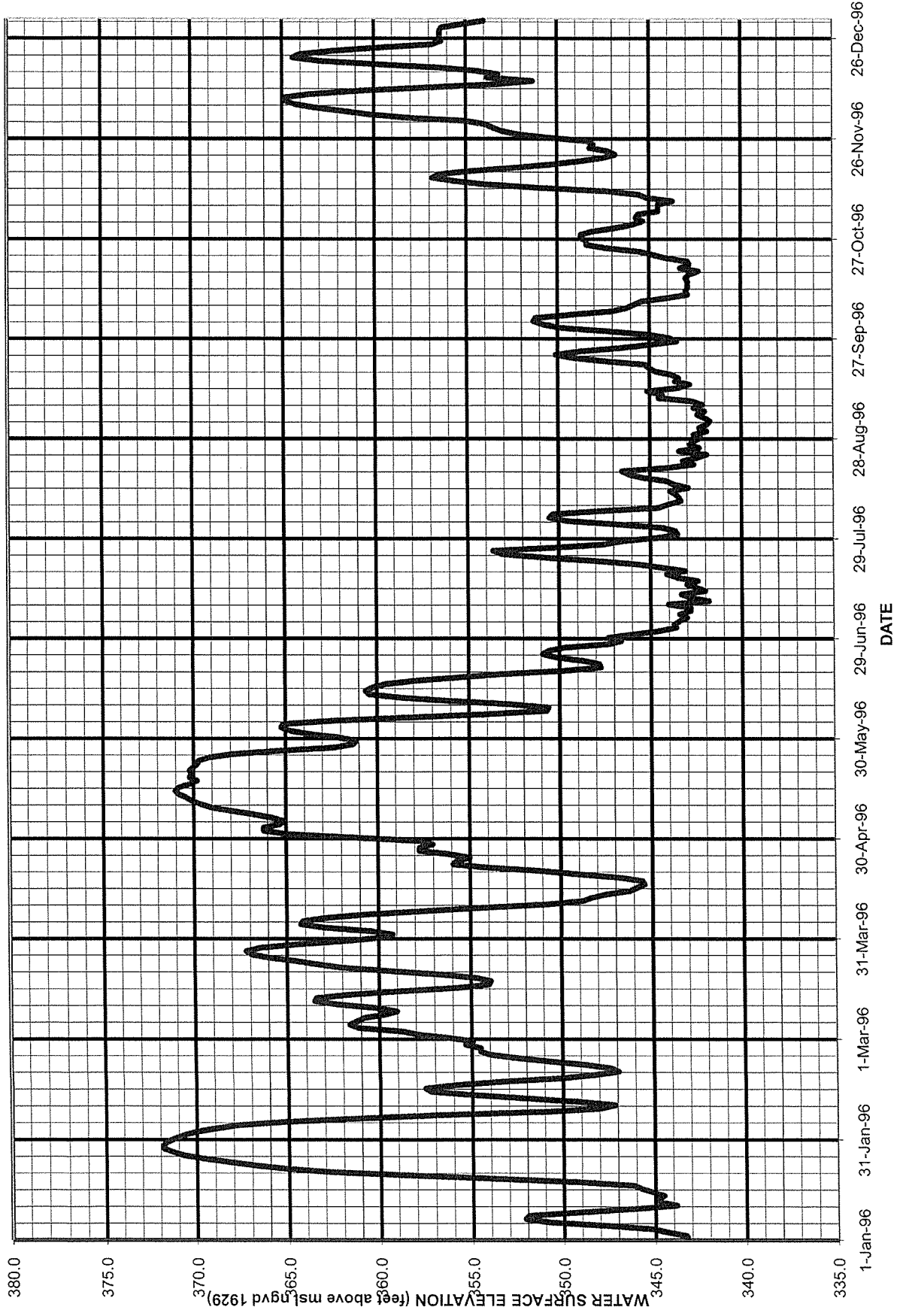
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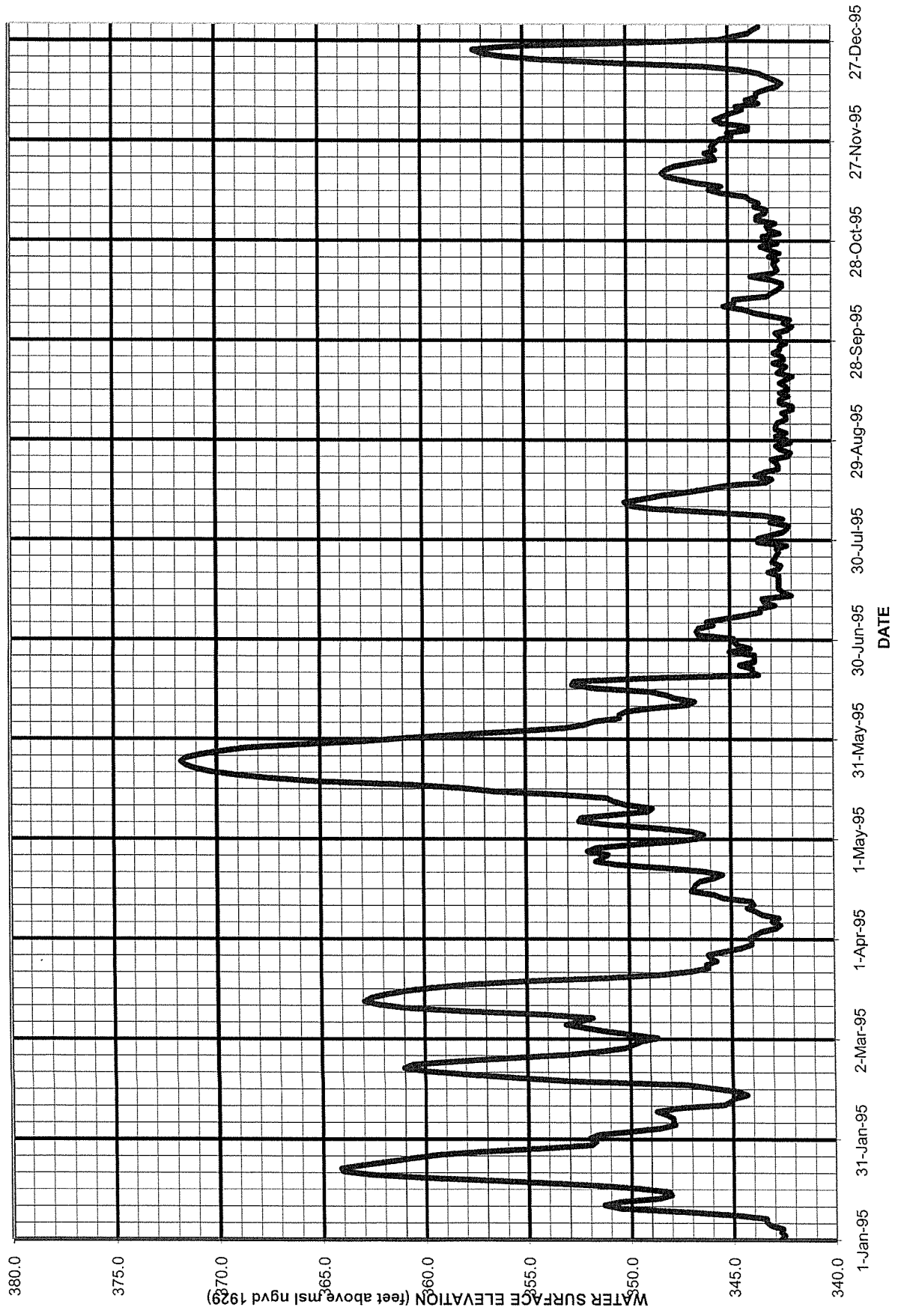
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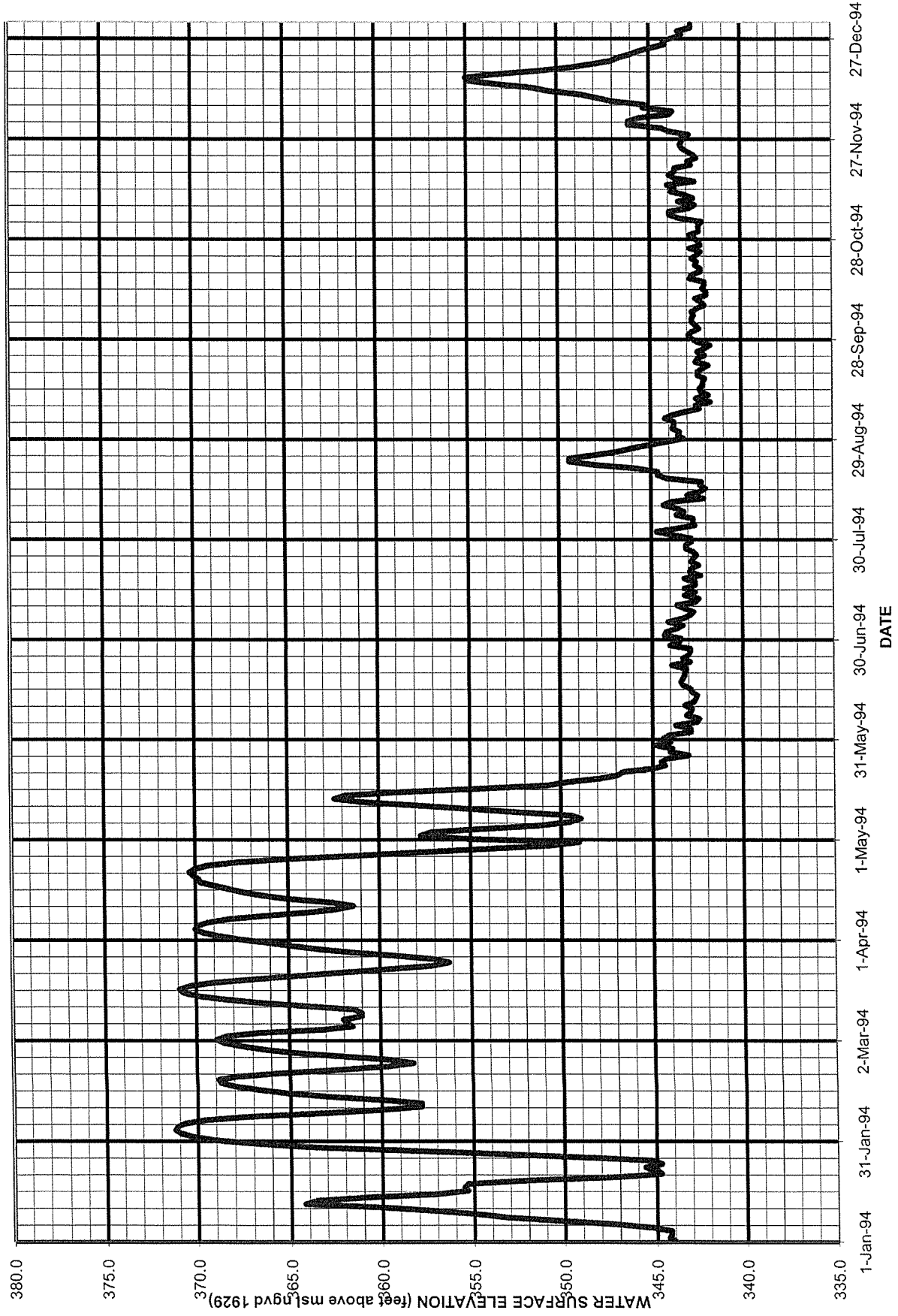
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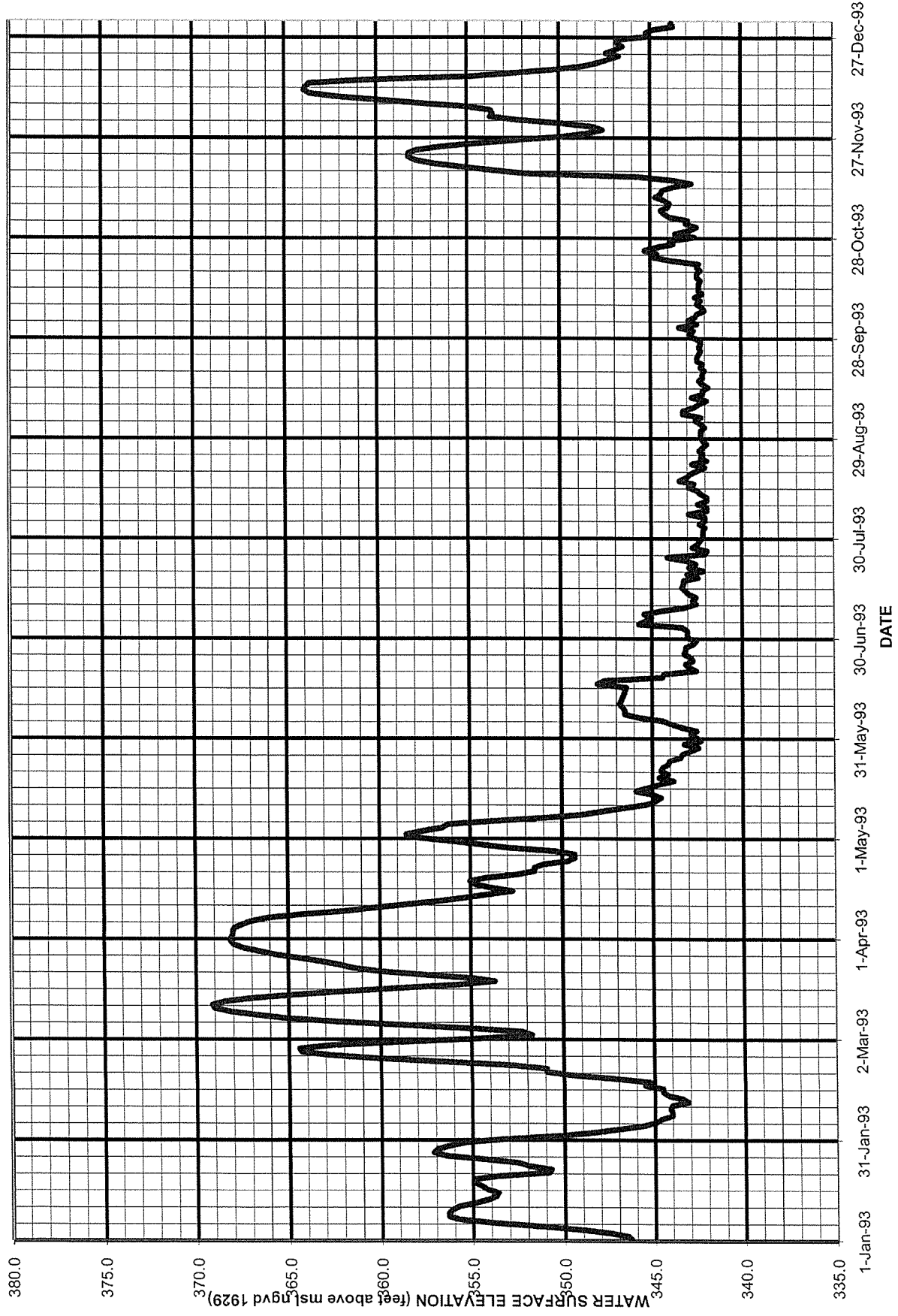
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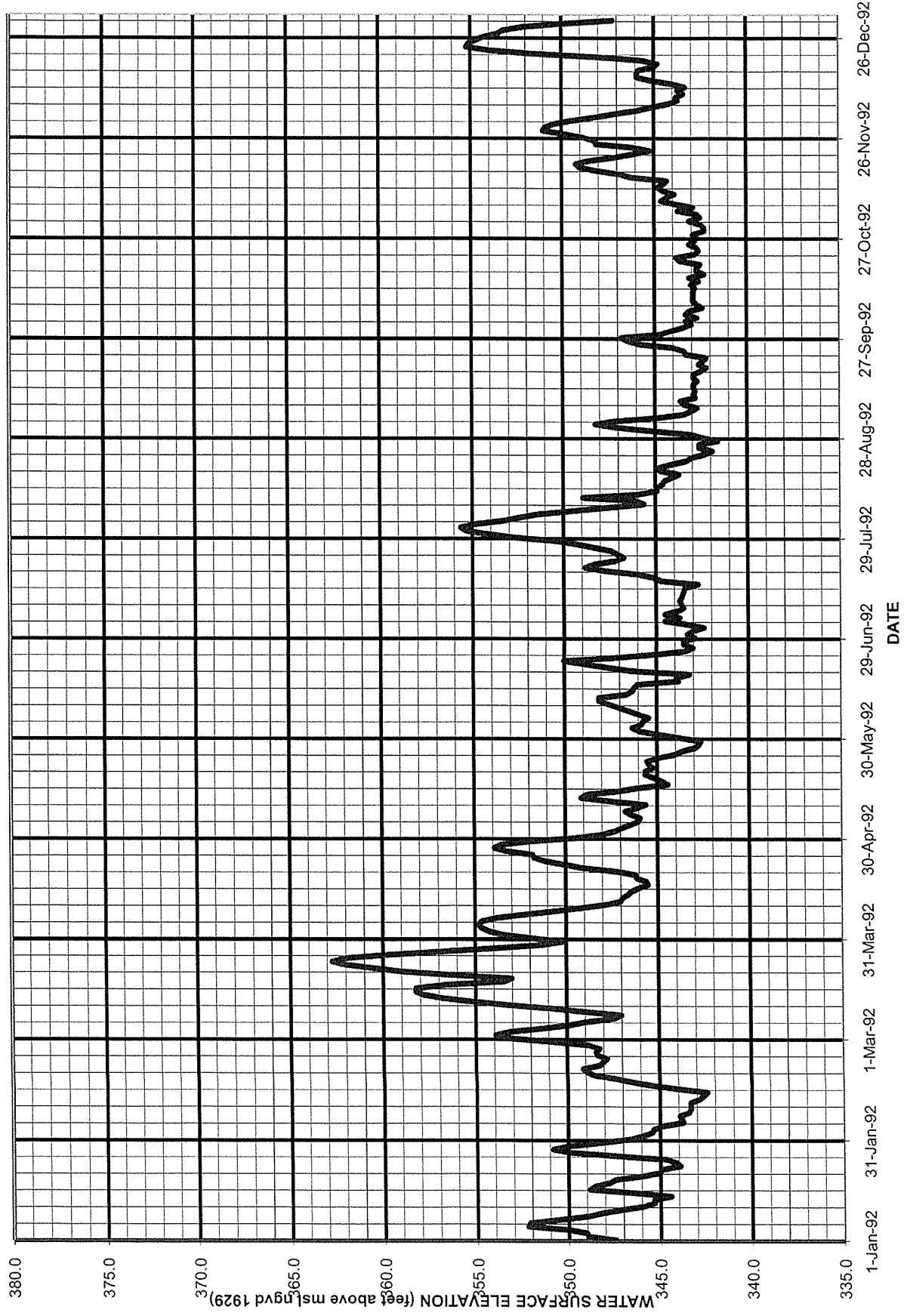
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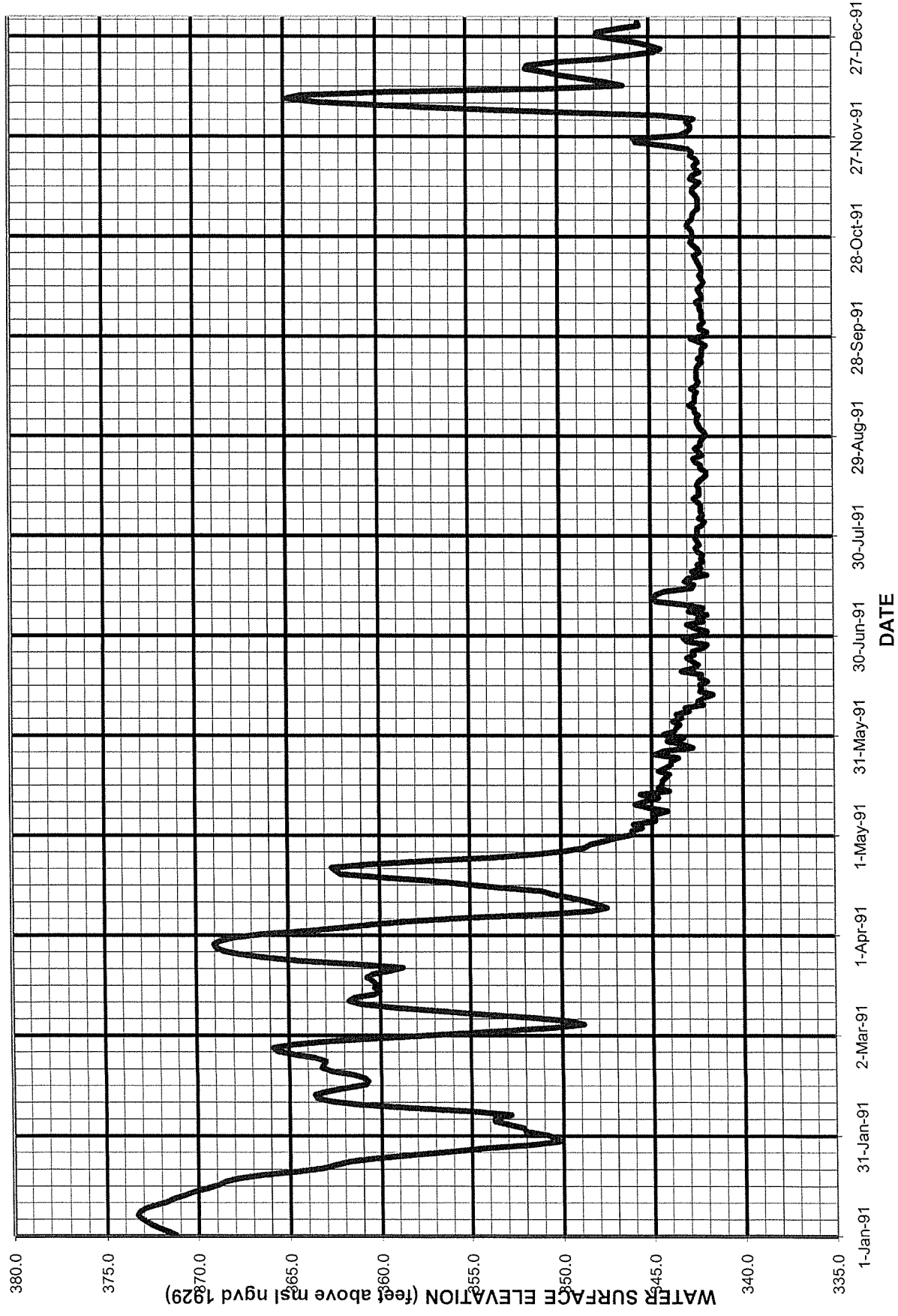
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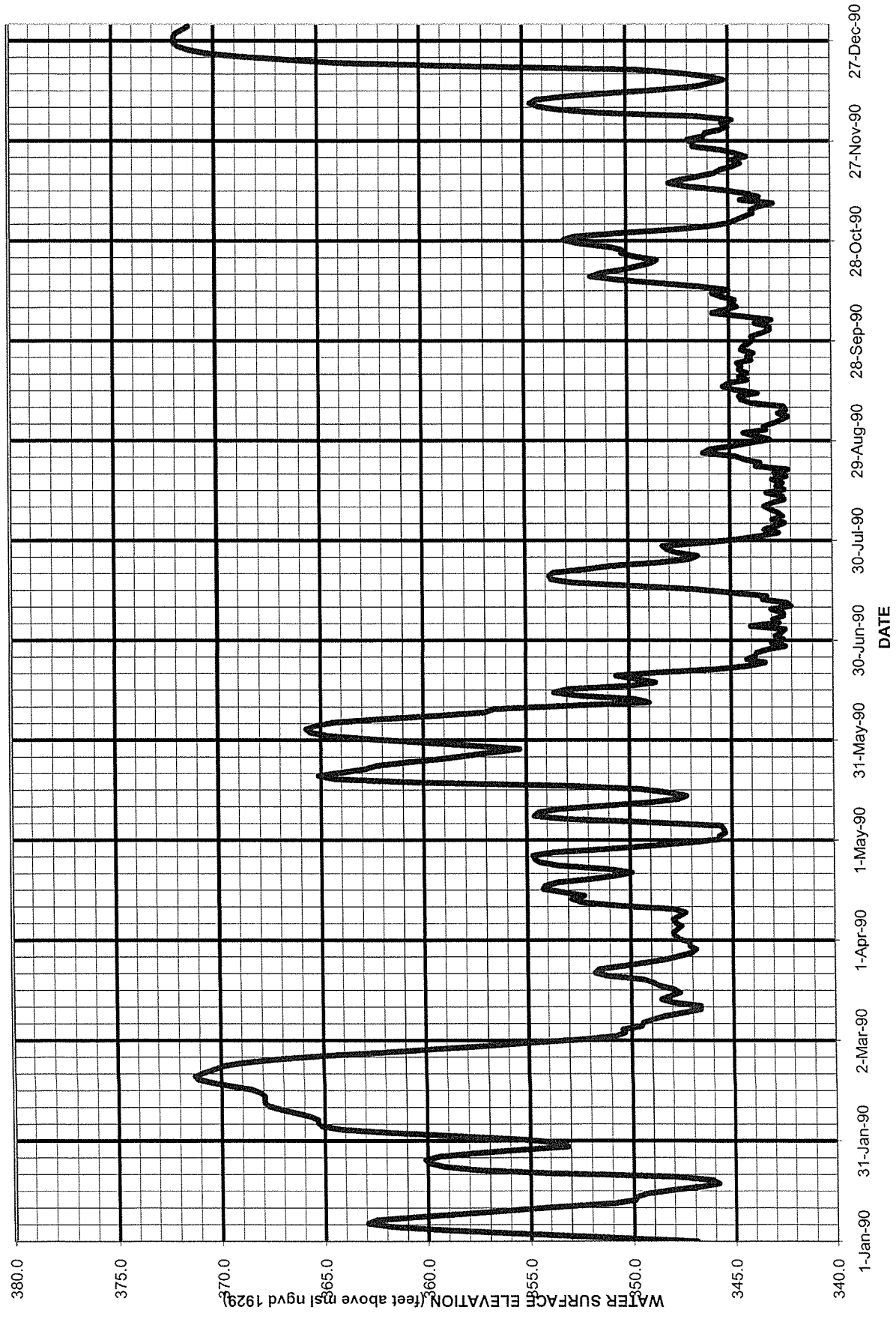
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Standard Operating Procedure for Benching and Compaction for Levee and Floodwall Modifications

30 November 2010

1. Placing backfill within the levee embankment will require the following:

- a) The surface of the levee shall be stripped of organics and topsoil to a depth of approximately 6 inches prior to benching the levee sideslope.
- b) The existing levee embankment shall be over-excavated in all directions by benching 1 ft vertical and 3 ft horizontal into stiff undisturbed soil. A level bottom surface day-lighting toward the levee toe shall be provided from which the upward benching on the sides shall initiate. Benching may have to be performed by hand methods or using small-scale excavation equipment.
- c) The levee soil on which the backfill is to be placed should not be excavated until immediately before backfilling, and shall not be allowed to become overly wet or dry while exposed. The surface area of the benches shall be scarified as necessary to ensure a good bond between the existing soil and the backfill material.
- d) Backfill material must be low permeability soils - impermeable soils (e.g. SC, CL or CL-ML with an estimated hydraulic conductivity less than 1×10^{-5} cm/sec) in accordance with ASTM 2488 - USCS classification system.
- e) Backfill material shall be placed in loose lifts with thicknesses not to exceed 8-inches and compacted in the holes to a minimum 95 percent Standard Proctor density determined at optimum moisture content according to ASTM D-698. Moisture control limits are to be within -1% to +3% of optimum.
- f) The finished riverside or landside slope of the levee shall be graded to match the existing levee slopes upstream and downstream. A site-specific grading plan must be approved for projects where the final grade differs from the original grade.
- g) The disturbed areas shall be seeded and covered with a bio-degradable geotextile when final grading is complete.

2. Placing backfill materials outside the projected levee slopes but within a minimum of 15 feet of the toe of the Levee or face of the Floodwall requires the following:

- a) Backfill material must be low permeability soils - impermeable soils (e.g. SC, CL or CL-ML with an estimated hydraulic conductivity less than 1×10^{-5} cm/sec) in accordance with ASTM 2488 - USCS classification system.
- b) Backfill shall be placed in loose lifts with thicknesses not to exceed 8-inches and compacted in the holes to a minimum 95 percent Standard Proctor density determined at optimum moisture content according to ASTM D-698, unless otherwise directed. Moisture control limits are to be within -1% to +3% of optimum.
- c) The disturbed areas shall be seeded and covered with a bio-degradable geotextile when final grading is complete.