

City of Evansville



Invitation For Bids

IFB-508-03-2025

Fendrich Golf Course – Irrigation System

Issue Date: July 21, 2025

Issued By: City of Evansville
Department of Parks and Recreation
C.K. Newsome Center
100 E. Walnut Street
Evansville, IN 47713

Transmitted Via: Email and Posting on Website:
<https://www.evansvillegov.org/city/departments/division.php?structureid=133>

Plan Holder List: Contractors obtaining a bid package should send an email to Paul Bouseman at pabouseman@evansville.in.gov stating that they have obtained a package

Proposals Due: **12:00 p.m. (noon) CDT on Wednesday, August 20, 2025.**

See Bidder Instructions regarding Delivery of Bids

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PROJECT MANUAL

BIDDER INSTRUCTIONS

1. INTRODUCTION

- A. The Board of Park Commissioners (the "Board") by and through the City of Evansville (the "City"), is soliciting competitive sealed bids from qualified contractors for the Fendrich Golf Course Irrigation System (the "Project").
- B. Your company, among others, is invited to submit a bid on a competitive basis in the format described. The bid documents establish requirements and define responsibilities of the proposing contractor (the "Bidder" or "Contractor") relative to the Project.

2. GENERAL REQUIREMENTS

The responsibilities of the Contractor include, but shall not be limited to, the following:

- A. The Contractor shall purchase all items needed to provide services.
- B. The Contractor will furnish all tools and labor required for service.
- C. The Contractor shall coordinate with Paul Bouseman, Deputy Director for time and space to complete all work required.
- D. Contractor will be responsible for any needed traffic control (vehicular and/or pedestrian) during construction.
- E. Contractor must possess the required local licensing that pertain to work on this project at the time of bid opening, per Evansville Municipal Code 3.95.030.
- F. Prime Contractors are required to be designated as a Responsible Bidder at the time of bid submission for any bid over \$150,000 per Evansville Municipal Code 3.95.040. Submittal requirements of subcontractors may be provided immediately after bid award, but prior to the execution of a contract.
- G. Contractor must have a written drug testing program in place at the time of bid submission for any bid over \$10,000 per Evansville Municipal Code 3.95.020.
- H. Awarded Contractor must carry the required insurance throughout the bidding process until completion of this project listed in the General Conditions.

3. RESPONSE INSTRUCTIONS

The submitted bid must follow the rules and format established within this Invitation to Bid. Adherence to these rules will ensure a fair and objective analysis of all quotes.

In order to be complete, a bid must include the following information and completed documentation:

Bid Sheet

Bid Sheet Supplements – additional information and pricing required by Addenda to the Project Manual

Receipt of Addenda

Three (3) local letters of reference

Form 96 as prescribed by the Indiana State Board of Accounts, which includes the following:

Part I Project, owner and bidder information and bid amount,
Certification of Use of US Steel Products (If applicable)

Part II Section I Experience Questionnaire
Section II Plan and Equipment Questionnaire
Section III Contractor's Financial Statement
Section IV Contractor's Non-Collusion Affidavit
Section V Oath and Affirmation

EEO Statement

E-Verify Statement

Warranty Information for Equipment to be Installed

Bid Bond

Flash Drive

Failure to submit any of the required items may result in rejection of a bid.

4. PRE-BID CONFERENCE

A **Mandatory Pre-bid Conference** will be conducted on August 4, 2025 at 1:00 pm, local time in the Snack Bar Room in the CK Newsome Center at 100 E. Walnut. All prospective bidders must attend this conference and will be deemed unresponsive if not represented.

5. CONTACT WITH MUNICIPALITY EMPLOYEES

- A. To ensure a fair and objective evaluation of all bids, all inquiries must be submitted in writing to Paul Bouseman at his pabouseman@evansville.in.gov with the Subject identified as **Fendrich Golf Course Irrigation System**
- B. Inquiries shall be submitted no later than eight (8) days prior to the stated opening time and date. This is to allow for ample time to respond and disseminate to all prospective bidders.
- C. All changes in specifications shall be in writing in the form of an addendum and furnished to all prospective bidders. Information obtained otherwise will not be considered in awarding of the contract. No changes to specifications will be permitted within seven (7) days prior to the quote opening.

6. ACCESS BID DOCUMENTS

Contractors shall examine the Project Manual including all specifications, drawings, and addenda in order to understand all existing conditions and limitations prior to submitting a bid.

7. COSTS OF BID PREPARATION AND SUBMISSION

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

8. BID BOND

- A. Each bid shall be accompanied (in the same envelope) by a bid bond or certified check, made payable to the "CITY OF EVANSVILLE", in an amount equal to five percent (5%) of the total bid submitted.
- B. No bid may be withdrawn after the opening of bid without the consent of the Evansville Board of Park Commissioners for a period of thirty (30) days after the scheduled time of opening bids.

9. PUBLIC OPENING PROCEDURES

- A. No award will be made or implied at this time, unless otherwise indicated.
- B. Only the Bidder name and amount of bid will be announced upon bid opening.
- C. 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 Department personnel and any Bidder during or after the bid opening until the evaluation of bids have been completed and a recommendation for award has been made.
- D. A copy of the bid tabulation will be available to review in the Purchasing Department upon completion of the recommended award.

- E. Bidders who wish to review or request copies of bids may do so by contacting the Purchasing Department at 812-436-4917. A copy fee will be charged for copies.

10. ACCESS TO PUBLIC RECORDS

- A. All submissions may be considered public documents under applicable laws and may be subject to disclosure. Some bid records are public as soon as received by the City, others become public at bid opening, and others at bid award. Contractor recognizes and agrees that City will not be responsible or liable in any way for any losses that the Contractor may suffer from the lawful disclosure of information or materials to third parties.
- B. Any materials requested to be treated as confidential documents, proprietary information, or trade secrets must be clearly identified and readily separable from the balance of the bid submission. Such designations will not necessarily be conclusive, and Contractor may be required to justify why such material should not, upon written request, be disclosed by the City under the applicable public records act.
- C. City will endeavor to provide at least two (2) business days' notice to the Contractor of a public records request for material submitted pursuant to this IFB (Invitation for Bid). The City will then release the document in accordance with the City's policy for responding to such requests unless both of the following are true:
 - i. the Contractor responds to the notice with any objection to the production of the document within two (2) business days of receipt of the notice; and
 - ii. the Contractor agrees in writing to indemnify City, in a form acceptable to City, in the event a challenge is brought for withholding a public record based on Contractor having designated it a trade secret.

11. BID FORMAT AND FORMS

- A. Each bid will be prepared in the format specified, incorporating the additional forms provided at the end of this document, and be submitted in a **sealed envelope**.
- B. The bidder shall give all prices including base bid, alternates, and unit prices, as applicable, in both written form and numerical form for each item. In the event of a discrepancy between written prices and numerical prices the written price form will take precedence and will be used in computing the total project cost.
- C. Submit one (1) original and one (1) electronic copy on a flash drive in a Windows-compatible and searchable format such as PDF. Bids must be clear, concise, typewritten, and must be signed in ink by the official authorized to bind the submitter to its provisions.
- D. The contents of this bid will become incorporated within any contract signed by the Board and the provider of service.
- E. Do not retype this bid. Instead, respond on a separate page and cite the section number for each response. All areas of the request must be addressed in the same

sequence cited in the Bid instructions in order that proper consideration is given to the bid. Bids submitted without information or incomplete content will be considered non-responsive and will be removed from consideration.

12. DELIVERY OF BIDS

The submittals must be sealed and clearly labeled:

SEALED BID ENCLOSED

IFB-508-03-2025

FENDRICH GOLF COURSE IRRIGATION SYSTEM

Purchasing Department
Civic Center Administration Building, Room 323
1 NW Martin Luther King, Jr. Blvd.
Evansville, IN 47708

Bid Open Date: August 20, 2025

It is the sole responsibility of the Bidder to see that their bid is received in the proper time. Any bids received after the bid opening date and time shall be eliminated from consideration and returned to the Bidder unopened.

Prior to 11:45 a.m. CDT on August 20, 2025, bids must be delivered to:

Purchasing Department
Civic Center Administration Building, Room 323
1 NW Martin Luther King, Jr. Blvd.
Evansville, IN 47708

After 11:45 a.m. CDT, but no later than 12:00 p.m. (noon) CDT on August 20, 2025, bids must be delivered to:

City Council Chambers
Civic Center Administration Building, Room 301
1 NW Martin Luther King, Jr. Blvd.
Evansville, IN 47708

BID EVALUATION AND AWARD OF CONTRACT

1. EVALUATIONS

The bid selected shall be the lowest responsive and responsible bidder that provides the most comprehensive approach that meets the stated requirements. The Board reserves the right to award on a line-item basis.

2. RIGHT TO DISCUSSIONS

The Board reserves the right to conduct discussions with Bidders for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. The Bidder further reserves the right to excuse technical defects in a bid when, in its sole discretion, such excuse is beneficial to the Board.

3. RIGHT OF REFUSAL

The Board reserves the right to reject any one or all bids, or any part of any bid, to waive any irregularity in any bid, and to award the purchase in the best interest of the City. Furthermore, the City 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.

4. SUBCONTRACTORS

- A. The Board intends to contract with one prime Contractor who will be solely responsible for contractual performance. In the event the prime Contractor utilizes one or more subcontractors, the prime Contractor will assume any and all responsibility for performance of services by the subcontractor(s). Additionally, the City of Evansville must be named as a third-party beneficiary in all subcontracts.
- B. A list of all subcontractors proposed to take part in the performance of the contract must be provided to the City of Evansville for approval prior to contract execution. This request may require that sufficient financial or background information pertaining to included subcontractors be provided.
- C. The City of Evansville reserves the right to limit and/or reject any and all subcontractors.

5. E-VERIFY PROGRAM

Pursuant to Indiana Code 22-5-1.7-11 (b)(2) the Contractor shall provide documentation that it has enrolled and is participating in the E-Verify Program (see Indiana Legal Employment Declaration form). Contractor is required to submit proof from the E-Verify Program that it is currently enrolled in the Program. An example of confirmation is the confirmation e-mail received from E-Verify that the Contractor has successfully enrolled in E-Verify.

6. TAXES

The City of Evansville is exempt from federal, state, and local taxes and will not be responsible for any such taxes in connection with the award or performance of this contract.

7. LICENSES AND PERMITS

- A. The successful Bidder shall furnish the City of Evansville upon request any and all documentation regarding licenses, permits, certifications and/or registrations required by the laws and regulations of the City of Evansville, Vanderburgh County, the State of Indiana and the United States of America.
- B. The Bidder, by submitting its Bid, certifies that it is now and will remain in good standing with the aforementioned governmental agencies and that it will maintain its licenses, permits, certifications and/or registrations in force during the term of the contract/agreement with the City of Evansville, Vanderburgh County, Indiana.

8. ACKNOWLEDGEMENT AND COMPLIANCE WITH LAW

The Contractor shall comply with the provisions as set forth in Indiana Code § 5-16-13, et al. as required by Indiana Code § 5-16-13-7. Additionally, Contractor shall execute the attached "Contractor's Acknowledgement" and return to Owner prior to the commencement of any Work.

9. CHOICE OF LAW AND VENUE

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

10. AWARD OF CONTRACT

- A. It is the intent of the Board to enter into a contract with a contractor that will emphasize administrative efficiencies, and possess the capacity, infrastructure and organizational competence to perform required functions necessary for managed care under this bid.
- B. Award recommendations are contingent upon an initial evaluation of the Contractor's qualifications to determine if the Contractor is a quality service provider. The Contractor's policies and procedures may be evaluated as a further determination of quality.
- C. The process of evaluating each Contractor's bid may involve interviews with a random sampling of the Contractor's current and previous customers. This is not an exclusive criterion for awarding the contract.
- D. It is anticipated that the Contract will be awarded on or before **September 17, 2025**.
- E. The Contract shall be awarded by action of the Board.
- F. The Board shall furnish the Bidder receiving award with a notice of award and three signed copies of the contract. The Contractor shall sign all three copies, returning two to the Department of Parks and Recreation along with the required Proof of Insurance.
- G. The Contractor shall have Ten (10) Calendar Days from the notice of award to submit all required documents to execute this contract. If all requirements are not met within the specified

time period, the Contractor's Bid Bond accompanying this bid, and the proceeds thereof, shall be paid into the general fund of the City of Evansville, unless a mutual resolution is met by both parties due to an unforeseen incident involving this bid. When all these requirements have been met, the Department of Parks and Recreation may issue the Contractor a notice to proceed. The Contractor shall commence work within ten (10) days after issuance of the notice to proceed.

11. PROJECT SCHEDULE

July 21, 2025	Bid Package including Invitation for Bids and Project Manual will be available to Bidders Original reference drawings are available from the Owner upon request.
August 4, 2025 at 1:00 pm	Mandatory Pre-Bid Meeting at CK Newsome Community Center
August 20, 2025	SEALED BIDS ARE DUE Bids submitted after 11:45 AM on August, 2025, but before 12:00 PM shall be delivered to the site of the Board meeting in the City Council Chambers, Room 301 in the Civic Center Administration Building, 1 NW Martin Luther King Jr. Blvd., Evansville, Indiana 47708 unless notice is given that the meeting will be held elsewhere (generally the only alternate location is Room 307)
September 17, 2025	Contract to be awarded
October 6, 2025	Mobilization and staging to begin no sooner than October 6, 2025 and no later than October 31, 2025
October 20, 2025	Installation of the irrigation system to begin on or before October 20, 2025 but no later than October 31, 2025
April 6, 2026	Substantial completion of entire irrigation system (excluding punch list items), begin testing and adjustments
April 20, 2026	Final completion including all testing, adjustments, and punch list items

GENERAL CONDITIONS

Presented as part of the Invitation for Bids
Subject to terms of final Contract

1. DEFINITIONS

The following terms are used in these General Conditions, 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 proposed Contract.
- B. Owner: The City of Evansville, acting by and through Board of Park Commissioners.
- C. Contract Documents: The Contract Documents are identified in the Project Manual, if applicable, and otherwise consist of the following, in order of precedence): the Contract, the Invitation for Bids, the Bid documents submitted by the Bidder, the General Conditions, the Supplemental and Special Conditions, the Project Specifications, and the Project Drawings.
- D. 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.
- E. 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.
- F. Work: All work, including materials, labor, supervision, use of tools, etc., necessary to complete the Project in full compliance with the terms of the Contract, including work performed by the Contractor and his Subcontractor(s).
- G. Engineer/Architect: The project design professional identified in the Project Manual or other specifications.
- H. Surety: The person, firm or corporation that has executed, as surety, the Contractor's Performance Bond, securing the Contractor's performance of the Contract, and the Contractor's Payment Bond, securing the Contractor's payment of Subcontractors and suppliers.
- 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.)

The Owner, Contractor and Engineer/Architect are treated throughout this document and the other 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/Architect are used, they shall be understood to mean the Owner and Engineer/Architect defined 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 the 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 Contract Documents, 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/Architect, 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/Architect 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/Architect 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/Architect 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 Responder, 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 the 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 that 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 the 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 the 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:

Commercial General Liability: A coverage limit of not less than General Aggregate: \$5,000,000, Products & Completed Operations Aggregate, Not Less Than \$5,000,000; Personal & Advertising Injury, Not Less Than \$1,000,000; Each Occurrence Not Less Than \$750,000; Fire Damage (Any one fire) Not less Than \$50,000; Medical Expense (Any one person), Not Less Than \$5,000.

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 \$750,000
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 portion of this Section, with limits of at least \$5,000,000 per occurrence with a corresponding \$5,000,000 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 the 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 the 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 the 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/Architect, and resubmit the required revised Project Drawings without delay. The Engineer/Architect'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/Architect.

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 of 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/Architect 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/Architect, 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 the 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 the 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 the 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/Architect. 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/Architect, provisions of the Contract Documents are being violated by the Contractor, its employees, or any Subcontractor(s) hired by the Contractor, the Engineer/Architect 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/Architect orders a cessation of any Work, the Contractor shall not proceed until arrangements satisfactory to the Engineer/Architect 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/Architect 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/Architect 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/Architect or his Inspector, during normal working hours unless provision has been made for Work on other shifts. The presence of the Engineer/Architect 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/Architect 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/Architect 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/Architect. 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/Architect's instructions require any Work to be specially tested or approved, the Contractor shall give the Owner or Engineer/Architect 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/Architect, of the date and time fixed for the inspection. Inspections by the Owner or Engineer/Architect shall be made promptly. If any Work should be covered up without approval or consent of the Owner or Engineer/Architect, it must, if required by the Engineer/Architect, 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/Architect. 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/Architect 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/Architect 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/Architect 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/Architect.

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 the 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 the 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 the 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 the 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 the 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 the 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/Architect 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 Documents, 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 and constituting increase or decrease in the scope of work 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 the Contract; or,
- B. By a supplemental schedule of prices contained in the Contractor's original bid and incorporated in the 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/Architect 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 the 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 the Contract, he shall give the Owner or Engineer/Architect 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 the 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/Architect, then the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the 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 the Contract, to complete said items of Work, deducting from the sums due the Contractor under the 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 (10) days, nor more than thirty (30) 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/Architect, 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 the 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 the Contract shall be decided by the Engineer/Architect, subject to written appeal by the Contractor, within ten (10) 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/Architect, 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/Architect, will be made on the following schedule for projects costing more than \$200,000:

- A. Progress Estimates must be delivered to the Engineer/Architect 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 (Wage Rates) herein.
- B. If the billing is in order, to the satisfaction of the Engineer/Architect, it will be signed by the Engineer/Architect, 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 issued within forty-five (45) 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/Architect is completed to the satisfaction of the Engineer/Architect. Bills for final claims will be processed in the manner outlined in Paragraphs A, B and C above.
- E. 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.
- F. The parties agree that all retainage shall be held by the Board and not by a third party under an Escrow Agreement, both being options under Indiana Code 36-1-12-14.

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/Architect, 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 the 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/Architect only after all Work under the 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 the 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/Architect 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/Architect 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/Architect in writing of the names of Subcontractor(s) which the Contractor proposes to have perform any Work, and the Owner or Engineer/Architect 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/Architect.

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 the 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 (10) 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.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.

41.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.

42.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 or 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.

RANDOM DRUG TESTING POLICY

Pursuant to Chapter 3.95 of the Evansville Municipal Code, the Contractor, and every Sub-Contractor doing construction work on the project, shall have a random drug testing program in place at the time of submission of his quote or bid which shall, at a minimum, meet the following qualifications and criteria:

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

Tabulation Page

DATE:

The Board of Park Commissioners / City of Evansville

invite your bid for the following project:

FENDRICH GOLF COURSE IRRIGATION SYSTEM

To be opened at the meeting of the Board of Park Commissioners scheduled for 12 pm (CDT) on **August 20, 2025** in Room 301 of the Civic Center Administration Building.

The undersigned proposes to furnish and deliver, in accordance with the requirements of the Instructions to Bidders and the Specifications prepared by Altum, issued **July 21, 2025**.

Please be advised that any alterations, changes in bid format, etc., will make it difficult to evaluate bids and may lead to confusion. All items should be quoted in the units, quantities, and units of measurements specified. Do not submit alternate bid unless requested. The City of Evansville and the Board of Park Commissioners shall reserve the right to reject any or all bids or any part thereof.

QUOTATIONS

1. All prices F.O.B. to City of Evansville, 47708. Yes___No ___

INDEMNIFICATION

Bidder will indemnify and hold harmless the City of Evansville and Vanderburgh County in accordance with the provisions contained herein? Yes___No ___

BIDDER QUALIFICATION AND EXPERIENCE

1. Bidder has included three (3) references? Yes___No ___

2. Bidder possesses necessary occupational license(s)? Yes___No ___

Signature_____

Date:_____

BID FORMS

The following forms are identified in the Instructions to Bidders and should be used as directed in those instructions.

Bid Sheet

Bid Sheet Supplements (to be supplied with addenda)

Unit Price List

Itemized Price List

Form 96

Receipt of Addenda

Contractor's Statement on Subcontractors

Equal Employment Opportunity Statement

Indiana Legal Employment Declaration (E-Verify)

Conflict of Interest / Familial Disclosure Form

Contractor's Acknowledgement (RBO Compliance)

BID SHEET

FENDRICH GOLF COURSE IRRIGATION SYSTEM

[PLEASE MAKE THIS PAGE 1 OF YOUR SUBMISSION]

BIDDER: _____

BASE BID:

(Written) _____ (\$ _____)

NOTE: ATTACH IMMEDIATELY AFTER THIS PAGE ALL SUPPLEMENTAL BID FORMS FOR ALTERNATES AND UNIT PRICING CALLED FOR BY ADDENDA

BID SHEET SUPPLEMENTS

**ATTACH ALTERNATES AND ADDITIONAL ITEMS FOR UNIT PRICING AS ADDED BY
ADDENDA**

UNIT PRICE LIST (Material & Labor)

AUTOMATIC IRRIGATION SYSTEM INSTALLATION

J.H. Fendrich Golf Course July 12, 2025

For the purpose of determining the Contractor's compensation for additions and deletions to the Project during construction, the following unit prices for fully installed material are hereby offered. Unit prices shall be submitted for additional work items, which may or may not be required. Prices submitted shall be considered a part of the construction contract and shall be binding on the Owner and successful bidder. Prices shall include preparation, materials, installation, and clean-up.

Item	Contractor Estimate (ft)	Unit Price	
12" DR 13.5, 4710 HDPE pipe		\$ -	per ft Installed
10" DR 13.5, 4710 HDPE pipe		\$ -	per ft Installed
8" DR 13.5, 4710 HDPE pipe		\$ -	per ft Installed
6" DR 13.5, 4710 HDPE pipe		\$ -	per ft Installed
4" DR 13.5, 4710 HDPE pipe		\$ -	per ft Installed
3" DR 13.5, 4710 HDPE pipe		\$ -	per ft Installed
2" DR 13.5, 4710 HDPE pipe		\$ -	per ft Installed
1.5" PVC Class 200 Lateral pipe		\$ -	per ft Installed
#12 Toro Two Wire Cable		\$ -	per ft Installed
#14 Toro Two Wire Cable		\$ -	per ft Installed
#12 Rain Bird IC Cable		\$ -	per ft Installed
#14 Rain Bird IC Cable		\$ -	per ft Installed
10" "MJ" or AVK Gate Valve "Resilient Wedge"		\$ -	each installed
8" "MJ" or AVK Gate Valve "Resilient Wedge"		\$ -	each installed
6" "MJ" or AVK Gate Valve "Resilient Wedge"		\$ -	each installed
3" HARCO Stainless Steel Swivel Valve		\$ -	each installed
2" HARCO Stainless Steel Swivel Valve		\$ -	each installed
2" Stainless Gate Valve		\$ -	each installed
Toro 474-44 Quick Coupler		\$ -	each installed
Rain Bird 5RC Quick Coupler		\$ -	each installed
100-PESB-PRS-D-ICM, R.C.V.		\$ -	each installed
200-PESB-PRS-D-ICM, R.C.V.		\$ -	each installed
P220GS-27-04-D1 w/LSM-1		\$ -	each installed
P220GS-27-08-D1 w/LSM-1		\$ -	each installed

UNIT PRICE LIST (Material & Labor)- Continued

AUTOMATIC IRRIGATION SYSTEM INSTALLATION			
J.H. Fendrich Golf Course July 12, 2025			
<u>Item</u>	<u>Contractor Estimate (ft)</u>	<u>Unit Price</u>	
AT 752-IC-80-XX-ACME Sprinkler		\$ -	each installed
AT 702-IC-80-XX-ACME Sprinkler		\$ -	each installed
AT 900-IC-80-XX-ACME Sprinkler		\$ -	each installed
AT 950-IC-80-XX-ACME Sprinkler		\$ -	each installed
1806 -SAM-PRS w/MP2000 Rotator Nozzle		\$ -	each installed
Toro Inf-34-XX8-66 Sprinkler		\$ -	each installed
Toro Inf-35-XX8-66 Sprinkler		\$ -	each installed
Toro 590-GF-66 with MP 2000 Sprinkler		\$ -	each installed
Hunter I20-04-SS		\$ -	each installed
Air Relief Valve		\$ -	each installed
8' Ground Rod with Copper wire		\$ -	each installed
Copper Plate with Copper wire		\$ -	each installed
Drain/Fill Valve		\$ -	each installed
Note: The above unit prices for sprinklers and quick couplers include all wiring, fittings, and swing joints necessary for a fully installed and operating sprinkler head. The unit prices for the valves include fittings and valve boxes as required for a complete unit.			
By:	Title:		
Company:	Date:		

ITEMIZED PRICE LIST

AUTOMATIC IRRIGATION SYSTEM INSTALLATION

J.H. Fendrich Golf Course July 12, 2025

Estimates shall include tasks listed herein, preparation, materials, installation, clean-up, and related work. The total of the Itemized Price List shall equal the Lump Sum Total.

RAIN BIRD BASE BIDS - HDPE AND RAIN BIRD IC SYSTEM

The proposal shall be broken down as follows:

Irrigation Supply and Installation

<u>Item</u>	<u>Material</u>	<u>Labor</u>		
Mobilization	\$ -	\$ -		
Mainline and Cable Supply and Installation	\$ -	\$ -		
Lateral Piping and Sprinkler Supply and Installation	\$ -	\$ -		
Central Controls Supply and Installation	\$ -	\$ -		
Road and Creek Bores	\$ -	\$ -		
Subtotal for Irrigation Installation	\$ -	\$ -		
Lump Sum Total Irrigation	\$	-		

It is the intent that the total of item 1 equals the total maximum guaranteed construction costs for all the work shown in the drawings and the project manual for the 18-hole golf course.

Total base bid for all labor, materials, services, and equipment necessary for completion of the Work shown on the drawings and the Project Manual.

The above prices are based upon the bid item descriptions in the immediately following pages and reflect consideration given to provision of labor and materials to perform the work therein referred to or described.

By:

Title:

Company:

Date:

ITEMIZED PRICE LIST

AUTOMATIC IRRIGATION SYSTEM INSTALLATION

J.H. Fendrich Golf Course July 12, 2025

Estimates shall include tasks listed herein, preparation, materials, installation, clean-up, and related work. The total of the Itemized Price List shall equal the Lump Sum Total.

TORO BASE BIDS - HDPE AND TORO TWO WIRE SYSTEM

The proposal shall be broken down as follows:

Irrigation Supply and Installation

<u>Item</u>	<u>Material</u>	<u>Labor</u>
Mobilization	\$ -	\$ -
Mainline and Cable Supply and Installation	\$ -	\$ -
Lateral Piping and Sprinkler Supply and Installation	\$ -	\$ -
Central Controls and Smart Hub Supply and Installation	\$ -	\$ -
Road and Creek Bores	\$ -	\$ -
Subtotal for Irrigation Installation	\$ -	\$ -
Lump Sum Total Irrigation	\$ -	

It is the intent that the total of item 1 equals the total maximum guaranteed construction costs for all the work shown in the drawings and the project manual for the 18-hole golf course.

Total base bid for all labor, materials, services, and equipment necessary for completion of the Work shown on the drawings and the Project Manual.

The above prices are based upon the bid item descriptions in the immediately following pages and reflect consideration given to provision of labor and materials to perform the work therein referred to or described.

By: _____

Title: _____

Company: _____

Date: _____



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.

BID FORMS

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: _____

RECEIPT OF ADDENDA

The Bidder acknowledges receipt of the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Company: _____

Signature: _____

Printed & Title: _____

Date. _____

CONTRACTOR'S STATEMENT ON SUB-CONTRACTORS

1. There are NO sub-Contractors associated with this IFB.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

For (Company): _____

OR

2. Listed below are the first tier subcontractors associated with this bid. Additional Sheets are attached as required. Also attached are appropriate Disadvantaged Business Certifications.

Name of Company: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail: _____

Name of Company: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail: _____

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 be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2.The Contractor agrees that all services, facilities, activities and programs provided as part of the contract will meet the requirements of the Americans with Disabilities Act and the rules and regulations promulgated thereunder.

3.The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of the 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 the contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.

Vendor (Please Print)
Representative

Signed

Vendor Name

Telephone

Vendor Address

Date

INDIANA LEGAL EMPLOYMENT DECLARATION

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

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

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

(Name of Company)

By: _____
(Authorized Representative of Company)

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named _____ of _____ (entity), who having been duly sworn, acknowledged and affirmed that they did sign said instrument as such officer or authorized agent for and on behalf of said entity, and by authority granted by such entity, that the same is their free act and deed and the free act and deed of said entity.

WITNESS my hand and notarial seal this _____ day of _____, 2025.

My commission expires: _____ Notary Public

My County of residence is: _____

CONFLICT OF INTEREST / FAMILIAL DISCLOSURE FORM

Project: _____

ALL BIDDERS must complete this Conflict of Interest Familial Disclosure Form and must attach the completed form to the bid.

As the bidder, I affirm that no principal, representative, agent, employee, contractor or potential subcontractors, or other acting on behalf of or legally capable of acting on the behalf of the bidder (a "Bidder Party"), is currently an employee of the City of Evansville ("City"), any City department or a member of any City Board or Council; nor will any such person connected to the bidder be privy to any City information which may constitute a conflict of interest; or, if such a conflict or relationship does exist, I have disclosed the nature of the relationship or conflict below.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exists between a Bidder Party and any employee or member of any City Department or board.

As the bidder, I understand that completing this form and self-disclosing potential conflicts of interest does not necessarily disqualify a bidder, but aids in identifying conflicts of interests which must be addressed pursuant to I.C. 35-44.1-1 et al. Further, the City will insure that any individuals identified with a potential conflict will not be allowed to participate in the scoring or evaluation of the bid packages, to insure the integrity of the bid process.

The following is a list of individuals who may pose a potential conflict of interest as described above Please provide the name, relationship with the City and the nature of the potential conflict, or if applicable: "NONE" :

Signature(s): _____ **Title:** _____

Vendor/Bidder: _____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named _____ of _____ (entity), who having been duly sworn, acknowledged and affirmed that they did sign said instrument as such officer or authorized agent for and on behalf of said entity, and by authority granted by such entity, that the same is their free act and deed and the free act and deed of said entity.

WITNESS my hand and notarial seal this _____ day of _____, 2025.

My commission expires: _____ Notary Public

My County of residence is: _____

CONTRACTOR'S ACKNOWLEDGMENT

The undersigned Contractor certifies under the penalties of perjury, and in accordance with I.C. § 5-16-13 *et seq.* and I.C. § 22-5-1.7-11.1 *et seq.* as follows:

1. The Contractor has enrolled in and will verify the work eligibility status of all newly hired employees through the E-Verify program so long as the E-Verify program is in existence. The Contractor does not and shall not knowingly employ an unauthorized alien.
2. The Contractor shall receive a certificate from each subcontractor of any tier on the project that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled and is participating in the E-Verify program.
3. If the Agreement is for \$10,000 or more, Contractor has established an employee drug testing program in compliance with Evansville Municipal Code 3.95.020 and has attached hereto the written plan for the program or a copy of the relevant part of the collective state bargaining agreement providing for such program.
4. If the Agreement is for \$300,000 or more, Contractor has attached a current certificate of qualification issued by the State of Indiana under I.C. § 4-13.6-4 or I.C. § 8-23-10.
5. If the Agreement is for \$150,000 or more, Contractor shall provide a current certification as a Responsible Bidder in compliance with Evansville Municipal Code 3.95.040. This Code includes, among other requirements, evidence that the Contractor is in compliance with I.C. § 5-16-13-12 and its requirements pertaining to participation in apprenticeship and training programs applicable to the work to be performed on the public work project.
6. The Contractor acknowledges that discrimination or intimidation of any employee hired for the performance of work under this Agreement, by Contractors and subcontractors, on account of race, religion, color, sex, national origin or ancestry is prohibited under I.C. § 5-16-6-1.

On behalf of Contractor, I hereby acknowledge and certify under the penalties of perjury that the foregoing statements are true and correct to the best of my knowledge and belief.

CONTRACTOR:

Date: _____

By: _____

(Printed Name and Title)



PROJECT MANUAL
IRRIGATION SYSTEM
July 12, 2025



Prepared for:
City of Evansville
J.H. Fendrich Golf Course
1900 E. Diamond Ave
Evansville, Indiana 47711

Prepared by:
A.S. Altum & Associates 32827
10311 Towne Road
Carmel, Indiana 46032
Office-(317) 876-3520
Cell-(317)-679-3285
Taltum@Asaltum.com

**AUTOMATIC IRRIGATION SYSTEM
FENDRICH GOLF COURSE**

TECHNICAL SPECIFICATIONS

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SECTION 6	INSTALLATION AND INSPECTION
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SECTION 1 - SCOPE AND DIRECTION

1.01 PURPOSE

The objective of these specifications is to provide an assembled and installed sprinkler system which will operate in an efficient and satisfactory manner so that the finished system shall efficiently irrigate greens, tees, and fairways and shall prove satisfactory in all aspects to the Owner. The specifications, design details, and irrigation plans are to be considered a part of the sprinkler system contract, and it is expected that the chosen Contractor will follow the specifications with due perseverance.

1.02 SCOPE OF WORK

The work contemplated by these specifications consists of provision of labor, material, equipment, and service required for all work as described in the sprinkler specifications.

All work herein specified or called for on the drawings, in the specifications or in the detail drawings shall be executed in accordance with all governing ordinances, laws and regulations and shall meet all local conditions. Any changes and/or additions in the work necessary to meet ordinances, laws, regulations and/or conditions will be made without additional expense to the Owner, but such changes shall have the prior written approval of the Owner.

1.03 DEFINITION OF INTENT OF DOCUMENTS

The contract agreement, drawings and specifications will expressly be made part of the contract documents, along with all written modifications thereto approved by the Owner.

What is called for in one document shall be as binding as if called for by all unless expressly or implicitly superseded in a contract document higher in the order of precedence as set forth in the contract agreement.

The intent of the documents is to include, unless otherwise stated, all labor, materials, equipment, permits, transportation, and any other requirement for completion of the irrigation system in a good, workmanlike and proper manner.

The contract documents are to include everything obviously requisite and necessary to the proper installation of the work whether each necessary item is mentioned herein or not, unless otherwise specified, and the Contractor is expected to provide for the same.

1.04 LOCATION OF SITE

The site location is J.H. FENDRICH GOLF COURSE, *Evansville, Indiana*.

1.05 SCHEDULE OF WORK - TIME OF COMPLETION

The contract work shall commence with installation, testing, and adjustment must be completed in conjunction with the schedule listed below:

1. Mobilization and staging to begin no sooner than October 6, 2025 and no later than October 31, 2025
2. Installation of the irrigation system to begin on or before October 20, 2025 but no later than October 31, 2025.
3. Substantial completion of entire irrigation system no later than April 6, 2026
4. Final completion upon testing and adjustments no later than April 20, 2026

The Contractor warrants that he will employ men and means in such a manner that the work will be prosecuted in an efficient and timely manner. In the event of a slowdown, work stoppage or strike by the Contractor's employees or any employees of his subcontractors, the Contractor shall take every reasonable step to prosecute the work without any delays. Time loss due to such slow downs, work stoppages or strikes shall not be considered an excusable delay.

SECTION 2 - SPECIAL CONDITIONS

2.01 IRRIGATION CONSULTANT

The Owner has engaged A.S. Altum & Associates as its Irrigation Consultant.

The Irrigation Consultant will provide administration of the Owner's contract with the Contractor until the Irrigation Consultant issues the Final Certificate for Payment.

The Irrigation Consultant's responsibilities will include, but may not be limited to, the following:

CONSTRUCTION

1. Review work completed and materials used to determine if they conform to the Irrigation Consultant's design intent. Sign off on all pay requests submitted by contractors that performed work designed or specified by Irrigation Consultant.
2. Perform initial and periodic observation of Contractor-supplied materials to ensure they are generally consistent with the intent of Irrigation Consultant's construction documents.
3. Field locate (stake) all mainlines, field controllers, and sprinkler heads.
4. Perform initial and periodic observation of Contractor installation practices to ensure work is generally consistent with the intent of Irrigation Consultant's construction documents.
5. Complete all required correspondence during construction. Review change orders, if necessary, for Owner's approval in accordance with applicable law. Maintain a spreadsheet of any conditions, additions and/or deductions per hole based on periodic site visits.
6. Meet with construction team and contractors periodically for progress meetings.

AS-BUILTS, GPS, AND WATER PROGRAMMING

1. Record Drawings

Provide and prepare project record drawings from information provided by Contractor and noted during staking of system.

Record drawings and as-built binder to include:

- Irrigation system specifics
- Specifications
- Installation details

- Individual controller sheets (color)
- Technical manuals
- Mechanical, electrical, and combined as-builts
- Program disk
- Combined overall as-built drawing (color)

2. Programming

- a. Provide in field system programming with verification of all sprinkler locations and as-built information
- b. Provide instructions on programming during and after completion of the installation

The Irrigation Consultant's responsibilities may, from time to time, be coincident with the responsibilities of the Contractor. In those instances, the Contractor shall assume joint responsibility with the Irrigation Consultant. Further, the Contractor shall provide the access and information required by the Irrigation Consultant for the completion of the Irrigation Consultant's responsibilities.

2.02 DESIGN DECISIONS

Any decisions regarding engineering on the irrigation system shall be made in writing by the Irrigation Consultant, after gaining approval from the owner.

2.03 OWNER'S AUTHORIZED REPRESENTATIVE

The Owner will designate one individual as his Authorized Representative to work with the Irrigation Consultant and the Contractor. The Authorized Representative, who will be identified to the Contractor in writing, will have final authority to approve or reject work performed by the Contractor, make and/or approve field changes that are necessary, and approve progress payments as each phase is completed.

The Contractor shall make no effort to impede the free movement of the Owner's Authorized Representative. The Authorized Representative will act as an inspector on the job in addition to the Irrigation Consultant.

The Authorized Representative has the authority to stop work whenever such stoppage may be necessary to ensure the proper execution of the contract. The Authorized Representative also shall have authority to reject all work and materials, which do not conform to the contract.

Neither the Owner nor its Authorized Representative will be responsible for the acts or omissions of the Contractor, any subcontractor, or their agents, employees or other persons performing the work.

2.04 CHANGES IN THE WORK

The Owner, through his Authorized Representative, and without invalidating the contract, may order additional work or alterations to the original contract, adding to or deleting from the original work.

All such additions or deletions shall be requested in writing, and the contract sum shall be adjusted accordingly in conformance with the unit costs as bid by the Contractor and accepted by the Owner. All such work shall be completed under the conditions of the original contract except that any claim for extension of time caused by additions shall be adjusted at the time of ordering such change.

Changes in the work that do not involve extra cost or which are not inconsistent with the purpose of the work can be ordered by the Owner's Authorized Representative or Irrigation Consultant, and no claim for an addition to the contract sum will be considered.

Any changes in the work, which involve additional cost or time, must be approved in writing by the Owner's Authorized Representative and Irrigation Consultant. The Contractor has the right to accept or decline said changes unless the changes are consistent with the purpose of the work.

2.04 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All drawings, specifications, detailed drawings, and other drawings furnished by the Irrigation Consultant or Owner are the property of the Owner. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the Owner on request.

2.05 APPROVAL OF MATERIAL AND SOURCES OF SUPPLY

The Contractor shall supply the Irrigation Consultant and Authorized Representative with a complete listing of products to be used in the installation of the system and sources of said products. Approval of this list by the Irrigation Consultant and Authorized Representative is required prior to the placing of formal orders for materials and supplies by the Contractor.

2.06 SUSPENSION OF WORK

The Owner may, at any time, suspend the work, or any part thereof, by giving five days written notice to the Contractor. Resumption of work shall be within ten days after a date fixed in a written notice by the Owner to the Contractor.

The Owner shall reimburse the Contractor for direct expenses incurred by the Contractor in connection with said suspension of work and all dates in the schedule of completion shall be extended by the same number of days.

The Contractor shall not be reimbursed for any expenses accrued as a result of the suspension of work beyond the date fixed for resumption of work. All claimed expenses must be submitted to the Authorized Representative and is subject to approval or rejection by the Authorized Representative.

2.07 OWNER'S RIGHT TO DO WORK

If the Contractor fails to expediently pursue the construction of the irrigation system, the Owner may, three days after submitting written notice to the Contractor, without prejudice to any other remedy he may have, correct any deficiencies or phases of work that the Contractor neglected. The Owner shall deduct the cost of any such work done from the payment due to the Contractor.

2.08 CLAIMS FOR COMPENSATION FOR ADDITIONS OR DELETIONS IN WORK

All claims for extra compensation over and above the amount agreed upon in the contract due to alterations, additions, changes, or extra work shall be submitted in writing to the Irrigation Consultant and Owner's Representative by the Contractor. Any such work must be authorized in writing before such work may be done. Minor additions or deletions from the project will be reimbursed to the Contractor based on the unit prices provided in this proposal. Items not covered by the unit prices shall be submitted by the Contractor as an itemized invoice covering all labor and materials for the additional work. No more than 15% of Contractor's cost of additional work shall be added to cover overhead and profit and shall be the same as the percentage applied in estimating the base bid. Deletions of the work will be handled using this same procedure.

2.09 REDUCTION OF COMPENSATION FOR INCOMPLETE OR NON-CORRECTED WORK

If, during final inspection, unacceptable or incomplete conditions exist and such completions are not corrected within the prescribed time and the Owner undertakes said completions or corrections, the contract cost will be reduced by an amount reasonable to cover the cost of making the corrections or completions. If the work consists of items for which unit prices have been designated, these unit prices shall be used. In all other cases, the actual cost of labor and materials with a reasonable percentage added for overhead and profit will be the method to determine reduction of compensation.

SECTION 3 - RESPONSIBILITIES OF CONTRACTOR

3.01 CONTRACTOR'S UNDERSTANDING

By submitting a bid proposal, it is understood and agreed by the Contractor that he has, by careful examination of the site, satisfied himself as to the nature and location of the work, the conformity of the ground, the character, quality and quantity of materials to be used, the character of the equipment, and facilities incidental to the completion of the work, the general and local conditions, and other matters which may in any way affect the work under this contract. The contract shall not be affected or modified nor shall any of its terms or obligations be affected or modified by verbal agreement or conversation with any officer, agent, or employees of the Owner, either before, during, or after the execution of this contract.

3.02 MATERIALS AND WORKMANSHIP

Any material specified by name and/or model number in the specifications or in the irrigation drawing or detail drawings shall be deemed to be used for the purpose of identifying the materials and insuring the specific use of that material in the construction of the system. No substitutions will be permitted without prior written approval by the Owner's Authorized Representative.

All materials used in the system shall be new and without flaws or defects of any type, shall be the best of their class and kind, and shall not be sourced from any other project.

After the award of the contract and prior to beginning work, the Contractor shall submit for appraisal three (3) copies of the complete list of materials he proposes to install. Quantities of materials and equipment need not be included. No deviations from the specification shall be allowed.

If substitution of material is desired by the Contractor, sufficient descriptive literature and material samples must be furnished to establish the material as an equal substitute. In addition, the Contractor must state his reasons for desiring substitute materials.

All materials and equipment shall be installed in a neat and workmanlike manner following the recommendations of the manufacturers of the materials.

The Owner's Authorized Representative and Irrigation Consultant retain the right to order removal or replacement of any items, which, in their opinion, do not present a reasonably neat and workmanlike appearance. Any removal and replacing of materials shall be done when directed in writing at no additional expense to the Owner. In addition, the Contractor shall coordinate and cooperate with other trades to enable the work to proceed as rapidly and as efficiently as possible.

3.03 PROJECT SUPERVISION

The Contractor shall provide a competent Irrigation Superintendent and any necessary assistants on the project when work is in progress. The Irrigation Superintendent shall not

be changed during the duration of the project without the consent of the Owner's Representative unless the replacement Irrigation Superintendent shall represent the Contractor in the Contractor's absence, and all directions given to him by the Owner's Representative shall be binding as if they were given directly to the Contractor.

The Contractor's Superintendent shall supervise the Contractor's employees on the job site and be responsible for their actions and conduct on the job site.

3.04 EXAMINATION AND VERIFICATION OF DRAWINGS & JOB SITE

Prior to submitting a proposal for this project, each bidder has the responsibility to examine the premises and satisfy himself as to the conditions under which he will be obligated to operate when installing the irrigation system under this contract.

All plot dimensions on the irrigation design are approximate. Prior to proceeding with the work, the Contractor shall carefully check and verify all dimensions and shall report all variations from those indicated in the irrigation plan to the Owner in writing. If changes are to be made, they will be made in accordance with previous provision.

Where minor adjustments to the system layout may be required, as in connections to existing stub outs, or in working around the existing structures, the Contractor shall make the required adjustments at no additional cost to the Owner.

3.05 GUARANTEES

The work included under this contract shall be expressly guaranteed by the Contractor against all defects and malfunctions due to faulty workmanship or defective material for a period of no less than three years from the date of Substantial Completion. Upon being informed by the Owner of any defects or malfunctions, the Contractor shall affect all necessary repairs and/or replacements in a reasonable, expedient manner and at no additional cost to the Owner.

Emergency repairs, when necessary, may be made by the Owner without relieving the Contractor of his guarantee obligation.

The Contractor shall be obligated to repair any settling of back-filled trenches, which may occur during the guarantee period. The contractor is also obligated to restore any and all damaged plantings, paving, or improvements resulting from the work.

If the Contractor does not respond to the Owner's request for repair work within a period of ten (10) days, the Owner may proceed with such necessary repairs and charge the Contractor for all expenses incurred in the repair work. The Owner, however, retains any additional rights the Owner may have to pursue claims for faulty materials or workmanship that may be afforded under Indiana Law.

3.06 MAINTENANCE OF EXISTING SYSTEM

It will be the responsibility of the Contractor to remove all existing sprinklers, quick couplers, valve boxes, and relocate existing controllers. The existing system must be in operation prior to any new irrigation going on line. Therefore a plan of installing main line and hooking up temporarily to the existing irrigation system must be completed before losing operation of the existing system.

3.07 EQUIPMENT, TOOLS, AND LABOR

The Contractor shall provide and pay for all equipment (power or otherwise), tools, and labor required for the completion of this project. All materials, utilities, transportation, and other facilities necessary for the execution and completion of the contract are also the responsibility of the Contractor.

3.08 "AS-BUILT" RECORD DRAWING, GPS AND PROGRAMMING

The Contractor shall provide and keep up to date a complete set of "as-built" drawings that shall be corrected daily to show changes in sprinkler locations, controller locations, pump locations, piping locations, and all other deviations from the original irrigation design drawing as provided to him. All isolation valve locations and electrical or hydraulic splice box locations shall be shown with actual measurements to easily located permanent reference points so that these items may be easily located in the field. Upon completion of the work, the Contractor shall furnish the Irrigation Consultant with a complete set of as-built drawings showing the sprinkler system as installed. The as-built drawings furnished shall display a neat, orderly, readable and either in an autocad format. This is the responsibility of the Contractor and shall not be construed to be the responsibility of any other party.

3.09 TRAINING OF MAINTENANCE PERSONNEL

Upon completion of the work and acceptance by the Owner, the Contractor shall be responsible for the training of maintenance personnel and shall furnish copies of all available parts list, trouble shooting list, specification sheets, and catalog sheets to the Owner prior to final payment.

The Contractor shall set the initial watering schedules and programming of any automatic controllers in accordance with the specifications or irrigation plan as furnished by the Owner. Changes in the schedules and programming and instructions on how to make such changes shall be the responsibility of the Contractor of the system.

3.10 SURGE PROTECTION

It is the responsibility of the Contractor to provide surge protection for all electrical equipment installed by him in relation to the irrigation contract. Said protection shall include but not necessarily be limited to the items described in the following paragraphs.

It is the responsibility of the installer to connect all electronic irrigation equipment for which he is responsible to earth ground in accordance with Article 250 of the National Electrical Code (NEC.) Grounding, bonding, and shielding components will include the items described in the following paragraphs, at a minimum.

EARTH GROUNDING

Use grounding electrodes that are UL listed or manufactured to meet the minimum requirements of Article 250-52 of the 2002 edition of the NEC. At the very minimum, the grounding circuit will include a copper clad steel ground rod, a solid copper ground plate and 100 pounds of PowerSet® earth contact material, as defined below and per the grounding detail.

Ground rods are to have a minimum diameter of 5/8" and a minimum length of 10 feet. These are to be driven into the ground in a vertical position or an oblique angle not to exceed 45 degrees at a location 10 feet from the electronic equipment, the ground plate, or the wires and cables connected to said equipment, as shown in the detail above. The rod is to be stamped with the UL logo [Paige Electric part number 182007.] A 6 AWG solid bare copper wire (about 12 feet long) shall be connected to the ground rod by the installer using a Cadweld GR1161G "One-Shot" welding kit [Paige Electric part number 1820037.] This wire shall be connected to the electronic equipment ground lug as shown in the grounding detail.

The copper grounding plate assemblies [Paige Electric part number 182199L] must meet the minimum requirements of Article 250-52(d) of the 1999 NEC. They are to be made of a copper alloy intended for grounding applications and will have minimum dimensions of 4" x 96" x 0.0625". A 25-foot continuous length (no splices allowed unless using exothermic welding process) of 6 AWG solid bare copper wire is to be attached to the plate by the manufacturer using an approved welding process. This wire is to be connected to the electronic equipment ground lug as shown in the detail of page 1. The ground plate is to be installed to a minimum depth of 30", or below the frost line if it is lower than 30", at a location 8 feet from the electronic equipment and underground wires and cables. Two 50-pound bags of PowerSet® [Paige Electric part number 1820058] earth contact material must be spread so that it surrounds the copper plate evenly along its length within a 6" wide trench. Salts, fertilizers, bentonite clay, cement, coke, carbon, and other chemicals are not to be used to improve soil conductivity because these materials are corrosive and will cause the copper electrodes to erode and become less effective with time.

Install all grounding circuit components in straight lines. When necessary to make bends, do not make sharp turns. To prevent the electrode-discharged energy from re-entering the underground wires and cables, all electrodes shall be installed away from said wires and cables. The spacing between any two electrodes shall be as shown in the grounding detail, so that they don't compete for the same soil.

The earth-to-ground resistance of this circuit is to be measured using a Megger®, or other similar instrument, and the reading is to be no more than 10 ohms. If the resistance is more than 10 ohms, additional ground plates and PowerSet® are to be installed in the direction of an irrigated area at a distance of 10', 12', 14', etc. It is required that the soil surrounding copper electrodes be kept at a minimum moisture level of 15% at all times by dedicating an irrigation station at each controller location. The irrigated area should include a circle with a 10-foot radius around the ground rod and a rectangle measuring 1-foot X 24-feet around the plate.

All underground circuit connections are to be made using an exothermic welding process by utilizing products such as the Cadweld "One-Shot" kits. Solder shall not be allowed to make connections. In order to ensure proper ignition of the "One-Shot", the Cadweld T-320 igniter must be utilized [Paige Electric part number 1820040.] The 6 AWG bare copper wires are to be installed in as straight a line as possible, and if it is necessary to make a turn or a bend it shall be done in a sweeping curve with a minimum radius of 8" and a minimum included angle of 90°. Mechanical clamps shall be permitted temporarily during the resistance test process, but are to be replaced with Cadweld "One-Shot" kits immediately thereafter.

Two Wire cabling and grounding requirements as per details and manufacturer guidelines and Plan Details.

- If the recommended OHMs readings are not met in the field with the specified details, additional rods or plates may be installed at the owner's expense per the add/delete unit pricing.

Minimum (qty)1-8' rod and qty (1) 8' copper plate per location.

SECTION 4 – MATERIAL SPECIFICATIONS

4.01 HDPE PIPE

Pipe sizes will conform to those shown of the Irrigation plan. No substitutions of smaller pipe can be made, but substitution of larger pipe sizes can be approved. All pipe damaged or rejected because of defects or non-conformance to the specifications will be removed from the site at the time of said rejection.

Pipe shall be manufactured from a PE 4710 resin listed with the Plastic Pipe Institute (PPI) Pipe shall be manufactured to the dimensions and requirements of ASTM F714. Pipe shall be DR 13.5 (139 psi WPR) unless otherwise specified on the plans. The pipe shall contain no recycled compounds except that generated in the manufacturer's own plant from resin of the same specification from the same raw material. All HDPE pipe shall be in straight lengths. (2" HDPE pipe can be in coils if contractor straighten and re-rounds pipe with a Line Tamer Machine). The supplier of the HDPE pipe and fittings must comply with the following requirements:

- The supplier should be capable of supplying both the pipe and FM rated fittings.
- The supplier must provide on-site training of the contractor's employees in butt fusion, electrofusion and socket fusion of HDPE pipe and fittings.
- The supplier should be capable to rent, sell and service fusion equipment.
- The supplier must furnish a written 5 year limited Warranty for HDPE pipe and fittings Golf and Turf Irrigation Applications
- All 1 ½" pipe shall be PVC Class 200.
- All HDPE piping shall be marked with a purple strip and designated as Effluent
- All PVC pipe shall be purple and identified as Effluent.

4.02 FITTINGS

Butt Fusion Fittings - Fittings shall be manufactured to FM rated PE4710 HDPE. Molded & fabricated fittings shall have DR11 pressure rating unless otherwise specified on the plans. Fabricated fittings are to be manufactured using a Data Logger. Reference to the Data Logger Quality Control records should be referenced from an indented stamp in each fusion bead of each fitting. Temperature, fusion pressure and a graphic representation of the fusion cycle shall be part of the quality control records. Butt fusion shall be utilized in all 2" change of directions.

Flanged Adapters - Flanged and Mechanical Joint Adapters shall be FM rated PE 4710 HDPE. Flanged and Mechanical Joint Adapters shall have a manufacturing standard of ASTM D3261. Fittings shall have DR11 pressure rating unless otherwise specified on the plans.

Mechanical taps on 2" pipe for sprinkler connections shall be made using Lasco Tap Saddle #364-251 with acme top out.

All fused taps on HDPE mainline pipe shall be made using Electrofusion branch saddles with 2" HDPE outlet. The pressure rating shall be equal to or greater than 150 PSI.

All 1 1/2" PVC fittings for the bunker/pop-up irrigation system will be Schule 40 fittings. Swing joints shall be poly with barbed fittings.

Irrigation Contractor shall have the fusing personal (all certified HDPE installers) and shall produce such certification prior to project commencement.

4.03 VALVES, VALVE BOXES AND WRENCHES

All mainline valves shall be made with resilient wedge gate valve. Gate valves shall be mechanical joint with 2" operating nut. All valve and lateral connection components shall be as manufactured by HARCO or approved equal as per the detail. All Mechanical joint fittings shall be stainless steel including bolts and nuts.

Lateral isolation valves 3" and 2" shall be Harco Stainless Steel Swivel Valves as noted on the detail plan and shall have a 2" operating nut.

Each main line valve placed below grade must be placed in a valve box. All isolation valve boxes will be as manufactured by Highline Products 10" round assemblies with 6" PVC sleeve, as noted on the plans.

Each electric valve shall be placed below grade must be placed in a rectangular valve box. All isolation valve boxes will be as manufactured by Highline Products 12" X 18" standard rectangular valve box with all Air Release Valves Assemblies to be placed in Jumbo Valve box, as noted on the plans. All Quick Couplers shall be placed in a Highline 6' econo valve box.

4.04 RISER AND SWING JOINT NIPPLES

All swing joints, unless otherwise indicated on the plans or in the specifications, shall be factory preassembled and unitized ACME threaded, as manufactured by Lasco Fittings. Swing joints shall be installed in accordance with the detail shown in the plans. All swing joints for the mounting of quick coupling valves shall be factory assembled and unitized. They shall utilize the snap lock swing joint outlet with male brass stabilizer elbow.

4.05 115 / 220V.A.C. ELECTRIC POWER WIRING

NOTE: all wiring to be installed shall be sized and located as indicated on the wiring plans and/or described in the trench cross-section detail. A single 14 AWG tracer wire, type PE, Paige Electric Co., LP specification number P7079D or approved equal, shall be installed in any pipe trench without power wire or secondary wire.

4.06 TWO WIRE AND IC ELECTRIC WIRING

Rain Bird Splices shall be made using 3M “DBY” or “DBR” waterproof direct burial splice kits or approved equal. **All Toro Infinity Sprinkler connections shall be made with a 3570G-N Scotchcast Connector Sealing Pack. All Toro splices off main trunk lines shall be made with Paige Re-enterable connectors.**

Splices shall be made using 3M “DBY” or “DBR” waterproof direct burial splice kits or approved equal.

4.07 CENTRAL CONTROL COMMUNICATION CABLE

The Toro two wire communication cable shall be approved Maxi cable for IC and Toro Two Wire installation. All trunk line cabling shall be installed utilizing a trench technique and all lateral cabling shall be installed with the pulling technique as stated in lateral installation.

4.08 SPRINKLER HEADS, AUTOMATIC CONTROLS, AUTOMATIC VALVES and QUICK COUPLING VALVES

See plans for part numbers. Equipment called for shall indicate a standard performance and quality. Equivalent material will be considered. Acceptance will be at the discretion of the Irrigation Consultant.

Additional items to be supplied and installed by the contractor:

- Qty (1) Weather Station Solar with 1 watt min to be located in the field.
- Toro T107 and Rain Bird WS Pro 2 manufactured by Campbell Scientific
- Qty (2) Apple Ipads with weatherproof covers and cellular capable
- Qty (5) 1” Quick coupler keys with 1” Hose swivel
- Qty (1) 48 “ LED Flat screen adaptable to central software for mapping
- Qty (50) 30’ back tail nozzles as required in the field.

4.09 MANUALLY OPERATED GLOBE OR GATE VALVES

Any manually operated valve used for other than isolation purposes, whether those purposes be manual control, manual drainage, or manual venting shall be of globe type construction fitted with a resilient seat washer and rated for minimum of 200 PSI. All globe valves shall be of brass construction and provided with female I.P.S. threaded inlets.

All valves installed for isolation purposes shall be of gate type construction allowing a full diameter opening through the valve when in the full open position. All manually operated valves shall be line size unless otherwise noted. Gate valves 4" and larger shall be, unless otherwise noted, "Resilient Wedge" valves (mechanical joint) with 2" square operating nut as manufactured by Clow, or approved equal.

All valves shall be made accessible with 10" valve box and 6" or 8" PVC access sleeve as shown on the detail drawings. All 2” isolation valves shall be made accessible with a 7” valve box with sleeve. All 2” valves shall be Poly full bore valves as manufactured by Harco and accessible through a 7” gate valve. See details.

4.10 CORROSION PROTECTION

Polyethylene encasement: All buried iron components whether coated or not shall be wrapped with polyethylene encasement complying with AWWA C105 and per the installation procedures of AWWA C105. Refer to the “Polyethylene Encasement Installation Guide” at www.dipra.org for further information. No dirt or bedding material shall be in contact with the component before or after it is covered with polyethylene. If the polyethylene is damaged, it must be repaired before backfill. Backfill shall be accomplished so that the polyethylene is not damaged.

4.11 SLEEVING BENEATH PAVED AREAS

Sleeving for wire under paved areas, when called for, shall be provided and installed by the Contractor. This sleeving shall be provided and installed by the Contractor. This sleeving shall be of the type and size noted on the irrigation plans or in the drawing notes and shall be at the very least Schedule 40 PVC of sufficient size to easily pass any necessary control wiring. All creek crossings, roads and bridge crossings shall be DR13.5 4710 Poly and shall be bored as per the detail provided. All wiring shall be installed in a 2” poly sleeve to be bored with the piping.

SECTION 5 - SITE MAINTENANCE, MATERIAL STORAGE & CLEAN-UP

5.01 PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with work on this contract. The Contractor shall take care to avoid damage to any existing buildings, equipment, piping, pipe coverings, electrical systems, sewers, sidewalks, landscaping, grounds, above ground or underground installations or structures of any kind and shall be held responsible for any damage that does occur. Damage includes not only mechanical damage but also damage from leaks in the irrigation system being installed by the Contractor, whether through negligence or otherwise. The contractor shall adequately protect adjacent property as provided by law and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by the Public Authority for local conditions. The Contractor shall securely cover all openings into the section of the system he is working on and components of the system as it is being installed to prevent obstructions in the pipe and the breakage, misuse, or disfigurement of the equipment.

5.02 LANDS FOR MATERIAL STORAGE

The Owner will provide a specified area in which all material to be used on the project can be stored when not in use. Provision of this land is for the purpose of keeping the property neat and orderly and in no way waives any requirements of the Contractor to protect his equipment and materials from damage by the elements or from theft or vandalism. The Contractor has the right to erect temporary construction facilities for storage and protection of his materials and equipment on the lands set aside by the Owner for materials storage.

5.03 HANDLING OF MATERIALS

The Contractor shall be responsible for correct procedures in loading, unloading, stacking, transporting, and handling all materials to be used in the system. The Contractor shall avoid rough handling which could affect the useful life of equipment. Pipe shall be handled in accordance with the manufacturer's recommendations on loading, unloading, and storage.

5.04 CLEANING PREMISES

The Contractor shall continuously keep a neat and orderly area in which he is installing the system. Disposal of rubbish and waste material resulting from the installation shall be continual. Upon completion of the system, the Contractor shall remove from the Owner's property, at his own expense, all temporary structures, rubbish, and waste materials resulting from the installation of said system.

SECTION 6 - INSTALLATION AND INSPECTION

6.01 GENERAL

The overall construction of the irrigation system shall provide for proper worker safety, as well as desired improvements as called for on the plans. Contractor shall follow all industry standard construction methods and complete all aspects of the work in a professional manner. All methods shall fully comply with current OSHA standards.

Construction shall proceed in the sequence as called for on the drawings.

6.02 OBSERVATION OF WORK IN PROGRESS

The Irrigation Consultant and Owner's Authorized Representative will be responsible for observation of the Contractor's work while such work is in progress. The Authorized Representative will bring to the attention of the Contractor any work that he observes does not meet the specifications of the contract, and the Contractor shall correct such work that is brought to his attention. However, Contractor is ultimately responsible for inspection and control of his work, and no observations made or failures to observe by the Irrigation Consultant or Authorized Representative will relieve Contractor of its responsibility to comply with the plans and specifications.

6.03 STAKING OF SPRINKLER LOCATIONS

The Irrigation Consultant shall be responsible for locating all sprinklers on the site in advance of the Contractor's work. Sprinkler locations will be marked with a small flag marker provided by Contractor. Contractor shall be responsible for replacing these flag markers with survey whiskers (color coded) as markers the sprinklers are installed. The main line and valve boxes shall also be marked at minimum every 100' or any change of direction on the piping until all is GPS located by the consultant.

Routing of the pipe shall be in accordance with the Irrigation Plan except that the Irrigation Consultant and Owner reserve the right to change the routing of the pipe from that shown on the plans and to change the depth of trench and cover over the top of the pipe in case of rock or other obstacles. In no event shall field changes of this nature affect the overall cost of the project except where these changes may alter the quantity of materials to be provided according to the plan, or where excess depth of the trench and backfill is required.

6.04 EXCAVATION, TRENCHING, AND BORING

All excavation shall be classified and shall include all materials encountered except materials that cannot be excavated by normally employed mechanical means.

Such exceptions shall be brought to the attention of the Authorized Representative, and an adjustment in price shall be agreed upon before excavation of these areas proceeds. Such price adjustment and agreement shall include responsibility for the disposal of the unsuitable materials removed from the trench and the acquiring of additional backfill materials. For the purposes of these specifications "normally employed mechanical"

means shall include the use of all power equipment normally used in the construction of golf course irrigation systems, including chain trenchers with small backhoe units and backhoe units equipped with buckets up to and including 24" wide.

The Minimum depth of cover over piping 3" and larger shall be twenty-four (24) inches. The minimum depth of cover over piping 2" and smaller shall be eighteen (18) inches.

If trenching is necessitated through existing asphalt cart paths, the Contractor shall cut the asphalt in a straight line to the width of the trench prior to trenching. Removal of cut asphalt and replacement with new asphalt shall be the responsibility of the Contractor. When crossing roadways, the replaced asphalt shall be 12" wider than the width of the trench. Cart paths will be cut, and service roads will be bored unless otherwise directed by the Owner's Representative.

The Contractor shall exercise reasonable care to avoid causing damage to any and all underground utilities or structures. The Owner shall advise the Contractor of any underground utilities or structures of which he is aware. Utility locating services shall be called upon to pinpoint location of any underground utilities on the site of the project. It shall be the responsibility of the contractor to assure that this procedure is carried out.

6.05 INSTALLATION OF SYSTEM MAIN

Installation of the system main shall be in accordance with the manufacturer's instructions and (if feasible) shall proceed from the point of connection of supply for the system pumping station, reservoir, or existing line. Sod shall be cut and replaced on all main line trenches. If the sod is not able to be cut and replaced, the contractor shall be responsible for laying sod in those areas.

The order of work to be performed shall be as follows:

1. The Contractor shall start the trenching using a wheel trencher or other suitable equipment. Spoils from trenches not suitable for backfill of pipe and wires shall be hauled to non-golf course areas determined by the Owner's Authorized Representative. Pipe cover in the trench shall be a minimum of 24" in depth.
2. After the Contractor has trenched and spread the excavated materials, any additional bedding material deemed by the Irrigation Consultant to be required for the trenches shall be hauled in and placed in stockpiles along the trenches by contractor.
3. Backfill materials shall be free of debris and shall be placed in no less than three (3) layers (lifts). Each layer shall be compacted before the next layer is applied. All backfill shall be compacted 90%.

6.06 INSTALLATION OF LATERAL LINES

Lateral lines (up to 3 ") may be installed by "pulling in" pipe at a depth of 18". If the pull in method is used, the pipe "plow" shall be vibratory type and equipped with a turf roller device to prevent tearing of the turf. The "Mole" or "Bullet" which precedes the pipe and is used to form the opening for the pipe shall not be less than 1" larger in diameter than the outside diameter of the pipe. Starting and finishing holes shall not exceed a 2.0' square opening, with the sod removed from such holes to be preserved and replaced. All disruption due to pulling-in pipe shall be "vibratory" rolled level the same day as installation.

Lateral pipes and fittings shall be installed in accordance with the manufacturer's recommendations.

6.07 BACKFILL OF MAIN FOR TEST

After splices are insulated, the Irrigation Consultant and the Owner's Authorized Representative shall be notified and the wire, piping, and thrust blocks shall be inspected and approved prior to backfill.

Place 4" clean earth over top of pipe, by hand, if required by the Irrigation Consultant. When, pipe is adequately protected, balance of backfill may be placed by machine. Prior to testing, flush all lines with clean water to remove debris that may have entered pipes during installation.

6.08 TEST OF MAIN

Tests shall include pressure and leakage tests of sections of pipe, as separated by line valves, at pressures not to exceed 150 pounds on gauge at low point of section or sections being tested. The Irrigation Consultant shall determine proper pressure, and a test shall be executed in accordance with recommendations of the pipe manufacturer and as directed by the Irrigation Consultant, whichever is more restrictive. The mainline test shall be performed on the lateral line in a similar process. The leak test shall be performed over a 24-hour period and shall not exceed 10 psi loss throughout the system tested.

6.09 PIPE CROSSING AT STREAMS

Pipe crossings at streams, creeks, and wide ditches shall be made with HDPE DR 13.5 piping and shall be bored as per the provided detail.

6.10 SPRINKLER HEADS

All sprinklers shall be installed on swing joints as shown in detailed drawings. Backfill around the swing joint and sprinkler shall be free of large rocks, roots, or foreign debris. All sprinklers and quick couplers shall be installed to final established grade.

6.11 CONTROL EQUIPMENT

All automatic valves and controllers shall be installed following the recommendations of the manufacturer of sale equipment and, more specifically, in accordance with the detailed drawings accompanying this contract specification. The location of all controllers shall be approved by the Owner's Authorized Representative before the actual installation of said controllers.

6.12 QUICK COUPLING VALVES

All quick coupling valves shall be mounted on swing joints as per detail on plan.

6.13 VALVE BOXES, DRAINS, ETC.

All valve boxes, drain boxes, or any other miscellaneous maker or access box shall be installed so the top of said structure is at finished grade and shall supplied by Highline manufacturing. Boxes shall be identified as in color or marking as Electrical, Valve,

Etc. Black tops for electrical and splices and green tops identified as control valve for all lateral valve isolation valves and black control valve for main line valves.

6.14 ISOLATION VALVES

Proposed isolation valves shall be sized to line size as shown on the plan, unless otherwise noted.

6.15 AIR RELEASE VALVES

Air release valves shall be installed at or near any high inflection points in long runs (300' or greater) of piping without sprinkler head outlets and/or at the locations indicated on the irrigation plan.

The valve shall be mounted on a one inch (1") 200 PSI WOG brass gate valve followed by a one inch (1") I.P.S. wye strainer with a 40 mesh stainless steel filtering element shall precede the installation of the air release valve. A 200 PSI rated ball valve shall be installed on the blow off port of the wye strainer installed in a 12" by 18" Ametek valve box with lid mounted at grade level to allow for access and maintenance operations.

6.16 PUMP STATION TIE IN

Main line piping shall be installed and attached to new z-pipe to be supplied with pump station by others. A 12" steel plain end pipe shall be the attachment point of connection.

SECTION 7 - TESTING AND ACCEPTANCE OF SYSTEM

7.01 TESTING SYSTEM

Upon completion of the irrigation system, the entire system shall be tested for proper operation. All air will be flushed from the system and all components will be checked for proper operation by the Contractor.

7.02 BALANCING AND ADJUSTMENT

The Contractor shall balance and adjust the various components of the sprinkler system so that the over-all operation of the system is most efficient. This includes a synchronization of the controllers, adjustments to pressure regulators, pressure relief valves, part circle sprinkler heads, and individual station adjustments on the controllers. The Contractor has the right to call in the Irrigation Consultant or Owner's Authorized Representative to aid in the balancing and adjustment of the system.

7.03 NOTICE OF COMPLETION

When the Contractor is satisfied that the system is operating properly, that it is balanced and adjusted, that all work and clean-up is completed, he shall issue the Notice of Completion to the Irrigation Consultant and Owner's Authorized Representative. The Notice of Completion shall include the request for final inspection with date and time given.

7.04 FINAL INSPECTION WITH OWNER'S REPRESENTATIVE

The Owner's Representative will respond to the Notice of Completion by the Contractor and shall appear at the given time for a tour of the Project with the purpose of making it the final inspection. Any inconsistencies in regard to the specifications shall be noted by the Irrigation Consultant and Owner's Representative and a written copy of correction shall be given to the Contractor.

7.05 ACCEPTANCE OF THE SYSTEM

The Owner may accept the system even though the corrections on the final inspection have not been made by the Contractor. In such a case, there will be deductions for the incomplete or non-corrected work based on the previous provisions set out in these specifications. Such deductions shall be made from the final payment.

7.06 AS-BUILT PLAN ACCEPTANCE

Acceptance of the system is based on the furnishing by the Contractor of a completed as-built plan that is acceptable to the Owner or Owner's Authorized Representative. Said as-built plan will include locations of all valves (automatic and manual) and splice boxes with triangulated measurements to each location as well as any deviations from the locations of pipe and heads as represented by the contract documents.

The as-built plan shall be provided in a digital format along with hard copies and shall indicate the accurate location, type and size of all pipe, valves, heads, controllers and/or tubing splices. Power and pulse wire runs shall be indicated by dashed and dotted lines running parallel to the irrigation piping. Measurements relative to the nearest heads shall be recorded for all isolation and air release valves, all quick coupling valves, and all splices other than those associated with valve in head solenoids, remote control valves, or satellite controllers. The Contractor may also supply all as-built notes in a CAD format. The consultant shall supply all as staked drawings with main line and valves indicated. Contractor shall transfer all field notes to a cadd generated plan.

7.07 TRAINING OF MAINTENANCE PERSONNEL IN OPERATION AND MAINTENANCE OF SYSTEM.

The Contractor's responsibility of training maintenance personnel in the operation and maintenance of the system, as outlined in previous sections of these specifications, shall not be waived due to acceptance of the system. If this responsibility is not fulfilled, the cost of obtaining this training by the Owner shall be shown as a deduction in the final payment.

7.08 WARRANTY AND GUARANTEE CERTIFICATE

The Contractor shall furnish to the owner a certificate of warranty from the manufacturer(s) of the equipment and materials installed as part of the Project in a form satisfactory to the Owner. The Contractor shall expressly warrant and guarantee its work and materials for a period of no less than one (1) year from the date of Substantial Completion. Contractor shall be responsible to winterize (blow out) the system in fall of 2026 and start up the system in Spring of 2027. Final payment for the system shall not be made unless and until these warranties and guarantees are presented to the Owner in a form satisfactory to the Owner.