

## Appendix A: Ohio River Greenway Commission

Table A1: ORGC Advisory Committees

<b>Title</b>	<b>Function</b>
Steering Committee	Set agenda for ORGC
Design and Construction	Consult on technical design and construction issues
Community Outreach / Friends of the Greenway	Coordinate volunteers and community events.
Finance and Funding	Pursue funding

Table A2: Members of the Ohio River Greenway Commission, October 2014

<b>Name</b>	<b>Position</b>
<b>Clarksville</b>	
Patrick Duggins	Clarksville Appointee
Jim McCoskey	Clarksville Appointee
Bob Polston	Clarksville President Town Council
<b>New Albany</b>	
Unappointed (10/27/14)	New Albany Appointee
Jeff Gahan	New Albany Mayor
Pat Leist-Stumler	New Albany Appointee; ORGC Treasurer
<b>Jeffersonville</b>	
David Boome	Jeffersonville Appointee; ORGC Vice-Chair
Philip Hendershot	Jeffersonville Appointee; ORGC Chair
Mike Moore	Jeffersonville Mayor
<b>Non-voting Members</b>	
Wendy Dant Chesser	One Southern Indiana
Jim Epperson	Southern Indiana Tourism Bureau
Matt Hall	One Southern Indiana
Kelly Morgan	DNR – Falls of the Ohio
Jim Ude	INDOT
<b>Governor's Appointees</b>	
Jay G. Conner	Clark County Appointee
Ed Jerdonek	Floyd County Appointee
<b>Staff</b>	
Meredith Gainer	Administrative Assistant
Shaunna Graf	Project Director
<b>USACE</b>	
Jim Childs	Construction Manager
Carol Labashosky	Public Affairs Officer
Matt Schueler	Project manager

## **Appendix B: Additional Resources**

*For additional information on pavement maintenance, see:*

Asphalt Institute. Asphalt in Pavement Preservation and Maintenance. Asphalt Institute Manual Series MS-16 [www.asphaltinstitute.org](http://www.asphaltinstitute.org)

Best Practices for Bicycle Trail Pavement Construction and Maintenance in Illinois. Illinois Department of Transportation. <http://hdl.handle.net/2142/45812>

FP2 for Pavement Preservation. <http://www.fp2.org/>

U.S. Department of Transportation, Federal Highway Administration. (08/2005). Distress Identification Guide for Asphalt Concrete Pavements. Publication No. LTAP-05-001. <http://www.tfrc.gov/pavement/ltap/product.htm>

Walker, et al. Pavement Surface and Evaluation: Asphalt PASER Manual. Transportation Information Center, University of Wisconsin-Madison. <http://www.apa-mi.org/docs/Asphalt-PASERManual.pdf>

*For Asphalt Pavement Preventative Maintenance Videos*

Craftco Crack Sealing Instruction Manual  
<https://www.youtube.com/watch?v=53uVzix9WKo>  
Crack Sealing Asphalt Pavement Video (part 1)  
<https://www.youtube.com/watch?v=if9Pw4julG8>  
Crack Sealing Asphalt Pavement Video (part 2)  
<https://www.youtube.com/watch?v=jnjfr-twWjw>  
Crack Repair in Asphalt Concrete Pavement  
<https://www.youtube.com/watch?v=g50xu7jl6Kw>  
Preventative Maintenance  
<https://www.youtube.com/watch?v=51YLS6WBmnl>  
Slurry Seal Kuihelani Hwy, Maui, HI  
<https://www.youtube.com/watch?v=a9qJoRFQYMU>  
PASS Scrub Seal, City of Vista  
<https://www.youtube.com/watch?v=U7BOen-nAsA>  
Micro Surfacing Project using Western Emulsions  
<https://www.youtube.com/watch?v=gJU71Jy6ckk>  
Chip Seal Application (LTAP)  
[https://www.youtube.com/watch?v=X8PY0WX9\\_s](https://www.youtube.com/watch?v=X8PY0WX9_s)

*For the IRMCA App Directory, see:*

<https://play.google.com/store/apps/details?id=edu.purdue.irmca.directory>

<https://itunes.apple.com/us/app/indiana-ready-mix-concrete/id776122426?mt=8>

*For information on pervious concrete, see:*

Beard, Elizabeth. (07/01/2012). Permeable Pavement Benefits for Parks.  
<http://www.parksandrecreation.org/2012/July/Permeable-Pavement-Benefits-for-Parks/>

Macdonald, Stuart. (2011). Porous Asphalt Shows Advantages for Trail Surfacing. American Trails. <http://www.americantrails.org/resources/trailbuilding/Porous-asphalt-Middleton-Wisconsin.html>

NRMCA. (2011). Pervious Pavement. <http://www.perviouspavement.org/>

NRMCA. (2012). Contractor Certification Program.  
[http://www.nrmca.org/Education/Certifications/Pervious\\_Contractor.htm](http://www.nrmca.org/Education/Certifications/Pervious_Contractor.htm)

*For Asset Management Tools, see:*

Eppley Institute for Parks and Public Lands. (2014). Resources: Tools.  
<http://eppley.org/category/resources/tools/>

*For winter weather maintenance best practices, see:*

Cebe, Jack, et al. (02/2014). Winter bike lane maintenance: A review of national and international best practices. Alta Planning + Design. White Paper #2, in *Perspectives in Planning*, Vol. 2, No. 1. <http://www.altaplanning.com/wp-content/uploads/winter-bike-riding-white-paper-alta.pdf>

Easter Seals: Project Action. (01/2014). Effective snow removal for pathways and transit stops. *Update*, Fall 2013, Vol 25, No. 4.  
[http://www.adainformation.org/sites/adainformation.org/files/snow\\_removal\\_policies.pdf](http://www.adainformation.org/sites/adainformation.org/files/snow_removal_policies.pdf)

Seskin, Stefanie. (01/17/2014). How do you shovel a bike lane? New resources for maintaining Complete Streets in snowy weather. Smart Growth America: Blog, Complete Streets, Resources. <http://www.smartgrowthamerica.org/2014/01/07/how-do-you-shovel-a-bike-lane-new-resources-for-maintaining-complete-streets-in-snowy-weather/>

*For estimated costs (including man hours) required for maintenance activities, see:*

McCormick, Taylor, and Assoc. (04/16/2007). Maintenance costs for the Schuylkill Trail. American Trails, Trails Maintenance and Management.  
<http://www.americantrails.org/resources/ManageMaintain/SchuylMaint.html>

*For recommended maintenance schedules and scheduling templates, see:*

Greenways, Inc, and Arbor Engineering. (08/2007). Greenville Trails & Greenways Master Plan, Chapter 6: Operations and Maintenance, Section 6.3 Routine and Remedial Maintenance <http://www.greenvillesc.gov/ParksRec/Trails/MasterPlan.aspx>

Public Sector Consultants, Inc. (03/2007). Statewide greenways maintenance inventory and case studies: Appendix B. Prepared for Michigan Trails and Greenway Alliance. <http://www.michigantrails.org/sites/default/files/statewide-trails-maintenance-inventory-and-case-studies.pdf>

*For a comparison of available trail surfacing options, see:*

Anasazi Trails. (2014). Rio Grande Trail Corridor Study: Trail Surfacing Report. American trails. <http://www.americantrails.org/resources/trailbuilding/Rio-Grande-Trail-Surfacing.html>

*For a comprehensive manual on policies and practices for pedestrian facilities maintenance, see:*

USDOT, FHWA. (10/2013). A Guide for Maintaining Pedestrian Facilities for Enhanced Safety. [http://safety.fhwa.dot.gov/ped\\_bike/tools\\_solve/fhwas13037/](http://safety.fhwa.dot.gov/ped_bike/tools_solve/fhwas13037/)

## Appendix C: Assets Inventory

*Table C1: Template for Taking an Inventory of Ohio River Greenway Assets*

<b>Asset</b>	<b>Make/Model</b>	<b>Supplier</b>	<b>Photo</b>	<b>Maintenance Notes</b>	<b>Jurisdiction</b>
Trash can					
Bollard					
Limestone wall					
Bench					
Water Fountain					
Picnic Bench					
Restroom					
Lighting					
Lighting					
Lighting					
Handrail					
Safety and Informational Signage					
Striping					
Pavement					
Parking Lots					
Tree Canopy					
Landscaping					
Culverts					
Bridges					
Retaining walls					

## **Appendix D: Bloomington, IN Parks and Receptions Graffiti Removal and Prevention program**

### **Graffiti Removal and Prevention What's Working for BloomingtonParks and Recreation**

BloomingtonParks and Recreation, like many urban park departments, is challenged with frequent incidents of graffiti on its trails and other facilities. Substantial resources in labor, equipment, and materials are expended toward our graffiti removal and prevention program. We subscribe to the "broken window" philosophy; when damage caused by graffiti or vandalism is not attended to immediately it can create a negative impression to the public that no one cares, and the site will continue to be vandalized. We also find that rapid response can result in graffiti taggers going elsewhere, knowing their work may not be on display for an extended period of time at our facilities.

#### **DESIGN DETAILS AND DETTERENTS**

Pay attention to the details of your trail's design; especially vertical elements (light poles, signs and sign posts), site furniture, building exteriors and finishes, and signage.

- Consider "fluted" poles for lighting, sign posts, and other trail features. From our experience, fluted (vs. smooth metal or wood surfaces) poles are more difficult to attach stickers and signs and are less frequently tagged.
- Consider using the color black for site amenities such as trash receptacles, benches, and tables. If multiple manufacturers of site furniture are used, there will be subtle differences in the same color of blue, green, etc. This can make covering over the graffiti by painting a more difficult task, often requiring an inventory of several different color shades of paint. The color black is standard regardless of manufacturer, and cans of paint or spray paint in different sheens are readily available at the local hardware store.
- Be careful with site furniture that has expansive smooth, flat, surface areas prone to being tagged more frequently. Consider slatted steel benches over other materials. When purchasing tables, consider designs that have perforated, slatted, or punched hole seats and tops.
- When using limestone, consider using "rock face" or roughened surfaces to deter graffiti. Tagging on smooth limestone, due to its porosity, can be very difficult to remove.
- Painting the backside of stop signs and other signage black can deter tagging, and if tagged, makes covering over with spray paint an easier task.
- For expansive exterior surfaces such as building exteriors, retaining walls, and bridges, consider employing an artist to create artwork or a mural. We have found this to be a cost effective deterrent to graffiti on frequently tagged outdoor facilities such as restrooms, as artwork by others may be left alone by taggers.
- When using informational or interpretive signage, consider products that feature a high pressure layered laminate process that helps preserve the sign image when graffiti removal products are used.

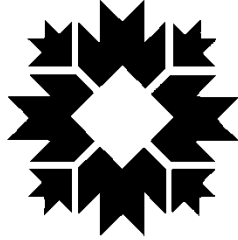
#### **REMOVAL PRODUCTS AND EQUIPMENT**

We have tested numerous graffiti removal products and have settled in on three products. The active ingredients in the products listed below are likely available from numerous other manufacturers. Its critically important that staff who use these products read the labels and wear personal protection equipment such as gloves and eye protection. The key to any removal is a rapid

response. The longer the tag is allowed to remain on the surface, the more difficult it can be to remove.

- *Elephant Snot*. Manufactured by: *Momar-AtlantaGA*  
Apply product with a good quality paint brush. This product works best in temperatures above 45 degrees. Let the product set for 45 minutes and remove with a pressure washer using hot water. Excellent for removal of graffiti on limestone.
- *Mark Off*. Manufactured by: *Momar-AtlantaGA*  
Excellent product for removal of graffiti from markers, crayons, or paint. Spray on surface and let set for minute; wipe off. May require a repeat application. Product can also be removed with high pressure water.
- *Blister*. Manufactured by: *Momar-AtlantaGA*  
Works well on stone, brick, and other masonry surfaces. Spray on and let set for three minutes. Remove by using a pressure washer using hot water. Product works as a paint stripper and is also effective for removal of decals and stickers.
- We use a trailer mounted pressure washer unit with heated water for most removals and find this piece of equipment to be critical important to our efforts. These rigs are expensive (~\$7,500), but the combination of heated water and high pressure water works extremely well and causes minimal, if any, damage to the tagged surface.

**Appendix E: Bloomington, IN Sample Construction Contract Agreement**



**CITY OF BLOOMINGTON  
parks and recreation**

**AGREEMENT**

**BETWEEN**

**The City of Bloomington, Indiana**

**Department of Parks and Recreation**

**AND**

-----

**FOR**

-----

**PROJECT NO. BPR-----**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Board of Parks Commissioners (hereinafter CITY), and ----- (hereinafter CONTRACTOR);



**WITNESSETH THAT:**

WHEREAS, CITY is desirous of -----  
----- (more particularly described in Attachment A,  
"Summary of Work:"); and

WHEREAS, CONTRACTOR is capable of performing all applicable work for -----  
-----; and

WHEREAS, said proposal was determined to be the lowest responsible and responsive proposal for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

**ARTICLE 1. TERM**

**1.01** This Agreement shall be in effect upon execution of this Agreement by all parties.

**ARTICLE 2. SERVICES**

**2.01** CONTRACTOR shall complete all work required under this Agreement within --**calendar days from the written Notice to Proceed**. Substantial Completion shall be considered to be completion of all work.

**2.02** It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference to the then current INDOT Schedule of Liquidated Damages for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreements, or as provided by applicable law.

**2.03** CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specifies in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting of CONTRACTOR to proceed to complete any service, or any part of the, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY or any of its rights herein.

**ARTICLE 3.    COMPENSATION**

**3.01** CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

**3.02** Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in lump sum of ----- (~~#####~~). CITY may withhold payment, in whole or in part to the extent necessary to protect itself from a loss on account of any of the following:

1. Defective work.
2. Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.
3. Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.
4. Damage to CITY or a third party.

**3.03** The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the Work and period to which such payment request pertains except as specifically reserved and noted on such request.

**3.04** CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

**3.05** CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Contract Compliance Officer or his/her representative for approval and review, including review for compliance with Prevailing Wage requirements, if applicable to the project.

**ARTICLE 4.    GENERAL PROVISIONS**

**4.01** CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of and negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified hereinunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

## **4.02 Abandonment, Default and Termination**

4.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment as made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

4.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days written notice to has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

4.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

1. Failure to begin the work under this Agreement within the time specified.
2. Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work.
3. Unsuitable performance of the work as determined by the Parks and Recreation Department Administrator or his/her representative.
4. Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
5. Discontinuing the prosecution of the work or any part of it.
6. Inability to finance the work adequately.
7. If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

4.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate

or use any or all materials and equipment on the ground as may be suitable and acceptable, and may at his option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Contract according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

4.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

4.02.06 Notwithstanding any other provision of the is Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriation were received.

4.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

#### **4.03 Successors and Assigns**

4.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

4.03.02 No portion of this Agreement shall be sublet, assigned or otherwise disposed of by CONTRACTOR except with the written consent of the CITY being first obtained. Consent to sublet, assign, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

#### **4.04 Extent of Agreement: Integration**

4.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement

2. Technical Specifications (Attachment A, "Scope of Work)
3. Where applicable, Bid/Quote Prices (Attachment B)
4. Upfront Specifications ( Definitions and Bidder's Responsibilities – not applicable for this agreement)
5. CONTRACTOR's submittals (not applicable for this agreement)
6. FederalWage Requirements (not applicable)

4.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

**4.05 Insurance**

4.05.01 CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR's operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any or them, or by anyone for whose acts any of them maybe liable:

<u>Coverage</u>	<u>Limits</u>
A. Workmen's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000

	Each Occurrence Limit	\$1,000,000
	Fire Damage ( any one fire)	\$50,000
	Medical Expense Limit (any one person)	\$5,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
	Bodily injury and property damage	\$1,000,000
E.	Umbrella Excess Liability	\$2,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	\$10,000

4.05.02 CONTRACTOR's comprehensive general liability insurance shall also provide coverage for the following:

1. Premises and operations;
2. Contractual liability insurance as applicable to any hold-harmless agreements.
3. Completed operations and products; which also must be maintained for a minimum period of two years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to city on an annual basis during the aforementioned period; and
4. Broad form property damage - including completed operations;
5. Fellow employee claims under Personal Injury;
6. Independent Contractors.

4.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

4.05.04 Certificates of Insurance, naming the City of Bloomington as an "additional insured", showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled

or non-renewed until at least sixty (60) days prior written notice has been received by CITY.

**4.06 Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

**4.07 Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. Unless otherwise specified, this Agreement shall be govern by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington.

**4.08 Non-Discrimination**

4.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, age, handicap, or disabled veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

4.08.01 CONTRACTOR certifies for itself and all its subcontractors compliance with exiting laws of the State of Indiana and the United States regarding:

1. Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, age, handicap, or any other legally protected classification;
2. The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:
  - a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
  - b. Strongly encourages the use of small business, minority-owned business and women-owned business in its operations.

4.08.03 FURTHER, PURSUANT TO IC 5-16-6-1, CONTRACTOR AGREES:

- A) That in the hiring of employees for the performance of work under this Agreement or any subagreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall be reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person of their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account or race, religion, color, sex, national origin, ancestry, handicapped, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

**4.09 Workmanship and Quality of Materials**

4.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year form the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

4.09.02 OR EQUAL: Wherever in any of the Contract Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the Parks and Recreation Department Administrator or his/her representative. The approval by the ADMINISTRATOR of alternate material or equipment as being equivalent to that



specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents.

4.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Parks and Recreation Department Administrator and are not subject to arbitration.

**4.10 Safety.** CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local.

**4.11 Amendments/Changes**

4.11.01 Except as provided in Paragraph 4.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

4.11.02 Without invalidating the Agreement and without notice to any surety, CITY may at any time or from time to time, order, in writing, additions, deletions or revisions in the Work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents.

4.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 4.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

4.11.04 CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

**4.12 Performance Bond and Payment Bond**

4.12.01 CONTRACTOR shall provide CITY with a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the contract amount.

4.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR's Performance Bond.

4.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, rehabilitation action pursuant I.C. 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

**4.13 Payment of Subcontractors** CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount too pay the subcontractors, laborer, material suppliers, and those furnishing services to CONTRACTOR.

**4.14 Written Notice**Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

**TO CITY:**

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ShowersCity Hall  
Post Office Box 848  
Bloomington, Indiana47402

**TO CONTRACTOR:**

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**4.15 Severability and Waiver** In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with the provision of this Agreement shall not constitute wavier of that party's right to demand later compliance with the same or other provisions of this Agreement.

**4.16 Notice to Proceed**CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the contract within 15 calendar days after the date of the Notice to Proceed. In no case shall work being prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the 15 calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any contract is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

**4.17 Steel Product**

4.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel products are to be utilized or supplied in the performance of any contract or subcontractor, only domestic steel products shall be used. Should CITY feel that the cost of domestic steel is unreasonable, CITY will notify CONTRACTOR in writing of this fact.

4.17.02 Domestic Steel products are defined as follows:

“Products rolled, formed, shaped, drawn extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, bessemer or other steel making process.”

4.17.03 The United States is defined to include all territory subject to the jurisdiction of the United States.

4.17.04 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

This Agreement may be modified only by a written amendment signed by both parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first written above.

**Department of Parks and Recreation**

**CONTRACTOR (Firm & Address)**

BY:

BY:

\_\_\_\_\_  
Mick Renneisen, Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF BLOOMINGTON**

BY:

\_\_\_\_\_  
Mark Kruzan, Mayor

CITY OF BLOOMINGTON

Legal Department

Reviewed By:

\_\_\_\_\_  
DATE: \_\_\_\_\_