

Griffin Bike Park Restroom



Park Information & History

September 26, 2022



VIGO COUNTY
PARKS & RECREATION
DEPARTMENT



*Presented by the Shepherds of Griffin Bike Park a 501.c3 non-profit.
In Partnership and Collaboration with Vigo County Parks and Recreation Department
and the Friends of Griffin Bike Park.*

SPECIFICATIONS TABLE OF CONTENTS

PARK INFORMATION AND HISTORY

DIVISIONS 00 – 01

DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS

001030	ECONOMIC INCLUSION
001100	INVITATION TO BID
002113	INSTRUCTIONS TO BIDDERS
002200	GBP DONATIONS
004200	SUPPLEMENTARY BID FORM
004300	STANDARD FORMS
004325	BID PERIOD SUBSTITUTION REQUEST
004339	MWVBE PARTICIPATION LIST
004350	SUBCONTRACTORS AND PRODUCT LIST
004510	BIDDER'S CERTIFICATION OF AUTHORIZED EMPLOYMENT
004519	INDIANA FORM 96
004520	CERTIFICATION NON INVESTMENT IRAN
004900	RESPONSIBLE BIDDER ORDINANCE
005214	STANDARD FORM OF AGREEMENT
006216	INSURANCE CERTIFICATES
007226	GENERAL CONDITIONS

DIVISION 01 – GENERAL REQUIREMENTS

011000	SUMMARY
--------	---------

Griffin Bike Park Restroom

Project Background



XC mountain bike race start at the Griffin Bike Park Festival

“The Griffin Bike Park is a model project – a true collaboration among state and local government and the community at large. It’s about tourism and economic development, quality of place and quality of life, but perhaps most importantly, it’s also about honoring those servicemen and servicewomen who have fought and laid down their lives for the protection of our freedoms, our friends and our families.” –
Lt. Governor, Suzanne Crouch

Nationally Recognized

In 2017 the Griffin Bike Park was recognized by the National Recreation and Parks Association, the largest association of parks and recreation professionals in the United States, with its coveted award for the ***National Park Design of The Year*** in recognition of the parks bold design concept and dynamic range of trails and facilities. The following year, the Indiana Recreation and Parks Association recognized Griffin Bike Park with the ***2018 Park Design Excellence Award*** and served as a further acknowledgment of the tremendous public-private partnership between Vigo County Parks and the volunteers of the Friends of Griffin Bike Park.



Griffin Bike Park Restroom



Rider pulling a tailwhip 360 in the jump park at Griffin Bike Park.

"I believe that the Griffin Bike Park will have a positive effect on the community and state as a whole by providing new recreational activities that promote positive and healthy outdoor lifestyles, as well as a significant economic impact by becoming an adventure tourism destination that is unique to our region."

– Mike Pence, Vice President of The United States

Destination Riding Area

Beyond the national awards and recognition, since it's opening in 2016, the park has become established as a bonafide destination riding area, ***attracting over 50,000 riders*** annually from around the nation while providing the local community with a world-class facility, exciting special events, and professional programming. In 2019 singletracks.com, one of the premier mountain bike trail websites designated Griffin Bike Park as the ***19th ranked destination riding area in the world and the #1 riding destination in Indiana!***

12X World Champion Brian Lopes backflips off the lake jump at the Griffin Bike Park



Griffin Bike Park Restroom



"This place is amazing from the trails, to the dirt jumps, pump track, dual slalom race course to the lake jump and the floating water trail. Griffin Bike Park is truly a world class facility!" –Brian Lopes, 12X World Champion Mountain Biker

World Class Facilities

The Griffin Bike Park is a **full spectrum bike park** with a suite of world class riding facilities including a purpose built MTB trail system and 7 specialized riding areas. The "Global Command" trail system features purpose-built bike trails showcasing the dynamic terrain created by the historic strip mining activities and 50-years of forest revegetation. Two core trails provide access to the **beginner, intermediate and advanced trail networks**, and the specialized riding areas within the park. Technical trail and enhanced terrain skills features throughout the trail system are provided as "optional lines" for riders wanting a higher level of technical challenge and "ride arounds" for riders that don't. The 7-acre "Landing Zone" Terrain Park (LZ) has a competition level **dual slalom track, dirt jump park, pump track, skills park and kids track**. Each area is designed as a venue for competitions, events, demonstrations, coaching and instruction, camps and clinics. The 5-acre "Basic Training" Skills Park **1-mile Kids Loop Trail and Skills Loop**, providing riders with a preview of the varied terrain and technical features they will encounter on the trails. The "Seal Team" Training Park with the **Lake Jump and Floating Water** trail provide high end progression based training features.



Griffin Bike Park Restroom



Trail Boss and World Record Holder, Jeff Lenosky surrounded by the Griffin Bike Park crew.

“I was blown away and quickly realized that they didn’t just build a world-class bike facility, they’ve built a bike community” – Jeff Lenosky, Pro Mountain Biker, World Record for the Bunny Hop.

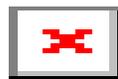
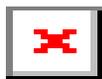
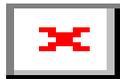
Built For Community



By all accounts the Griffin Bike Park has been recognized as a wildly successful project, but despite the accolades and the popularity of the facility, the full vision for the park has not yet been realized. While the Friends of Griffin Bike Park were undeniably successful in marshaling more than **1,800 individual volunteers** to contribute more than **20,000+ hours of volunteer labor**, and also raised more than **\$1.5M in cash and in-kind contributions** to complete the phase 1 construction, there is more to be done. While the County has leveraged its modest resources and dedicated staff to successfully manage and operate the park, they have limited resources available for completing the build-out of the trail system as well as the basic trailhead amenities that remain as yet unfinished.



Griffin Bike Park Restroom



Friends of Griffin Bike Park volunteer trainings and work projects.

“If it were not for the Friends of Griffin Bike Park and the Shepherds helping out with both the maintenance and fundraising for the park — we would not be able to make it work” – Adam Grossman, Vigo County Parks, Superintendent.

Built By Friends



In 2014, the Vigo County Parks and Recreation Department *established an **exploratory bike park committee*** to determine the feasibility of developing some trails at the park. In 2015, Vigo County hired design firm **Hilride Progression Development Group LLC** to lead the design development process for the project. That same year the exploratory committee was formally established as the **Friends of Griffin Bike Park** in order to launch a grass-roots fundraising campaign and manage the rapidly expanding volunteer effort. In 2019, the **Shepherds of Griffin Bike Park** was established as a dedicated 501(c)(3) non-profit to focus on the long-term fundraising and support of the park and to become eligible to pursue various grant opportunities, private donations and corporate sponsorships including the Next Level Trails grant. The Shepherds will be responsible for the management and administration of the grant in partnership with Vigo County Parks and Recreation Department and collaboration with the Friends group. We have committed to raising at least **40% matching funds** in order to deliver a competitive, shovel ready project that will put **14.5 miles of trail** on the ground **within 30 months** of the award of the grant. And we have created the organizational capacity to provide **on-going fundraising and support** to directly fund the **long-term maintenance and operation** of the park and the trails.



Griffin Bike Park Restroom



Proud dad and 1,000 Hour Volunteer, Jeremy Stakeman enjoying the park with the entire family.

“I am able to bring the whole family out to the park and spend the entire day riding the trails and just running around exploring the woods, the many ponds and nature in the park. It has been a game changer for the health and wellness of my wife, my kids and me personally.” – Jeremy Stakeman, Father of 4 and 1000 Hour Volunteer

Built For Family

The vision for the Griffin Bike Park was to **create a hub for the community to bring families closer together**. If you visit the park today, you will find that it has truly become a hub for the community with a wide range of **programs, camps and clinics designed to introduce new riders to the sport** and to model healthy active outdoor lifestyles for the entire family. A 1-mile beginner, basic training skills trail, a 5-mile beginner loop trail and a skills park are designed to provide first time, beginner and disabled riders with positive learning experiences that build safe riding skills. And with the addition of 1.5 miles of new trail and the improvement and enhancement of the 5 mile beginner loop riders will **provide even more opportunities for beginner riders to enjoy the park**. In addition the “Trips For Kids Chapter Program” is designed to provide **underserved kids and families** with bikes, helmets and trained ride leaders to get out on the trails. And the “Interscholastic Mountain Bike Team Program” is designed to provide **middle and high school aged riders** with skilled coaches and ride leaders and team based experience to further develop riding skills and fitness. And the “Skills Clinic Program” is designed to provide both first time riders as well as advanced riders with expert level professional coaching, skills instruction and training.



Griffin Bike Park Restroom



Throwing the horns during the ribbon cutting for the first section of the Adaptive MTB “Warrior Trail”.

“The use of typical and adapted cycling equipment for people with disabilities allows them to enjoy time with their friends and family, pursue fitness goals, and engage in competition and as an individual who uses a wheelchair and handcycle, I enthusiastically support this project!” – Don Rogers, Ph.D., CTRS, Professor, Recreation Therapy Program Coordinator at Indiana State University

Built For Inclusion

The vision for the Griffin Bike Park is to create a destination that is **accessible and inclusive of every person in the community**. We will strive to be as accessible and barrier free as possible for all visitors. Facilities, trails and outside park areas will continue to be improved and upgraded for easier access for those with limited mobility. And all aspects of our project will be designed to **comply with the Americans with Disabilities Act of 1990**. And we will strive to include everyone in the community regardless of age, race, gender, or socio-economic background by **reducing barriers to participation** through our Trips For Kids, **loaner bike and free helmet programs**. And finally while the park has 6 miles of beginner level trails for first time, beginner and disabled riders our proposal will expand these offerings with 1.5 miles of new beginner trails and the improvement and enhancement of the 5 mile beginner loop **to make it even more friendly and accessible** for these riders.



Dedicated to the men and women of the Army, Navy, Airforce, Marines and Coast Guard.



Griffin Bike Park Restroom

*“Our mission is to honor and empower those who have served our country”
– Gene Griffin, Father of Dale R. Griffin*

A Monument to Freedom

The Griffin Bike Park project was founded on the core values of ***Freedom, Family, Friendship and Community*** and designed as a monument to freedom to honor, empower and celebrate those who have served our country and who gave their lives to protect these values for us all. ***The park is named in honor of Sgt. Dale R. Griffin***, who grew up in Terre Haute and was an active member of the community. Dale became a Sergeant in the US Army and gave his life on October 27, 2009, while serving in Operation Enduring Freedom, in Afghanistan. Dale and his family were avid mountain bike riders, and went on many trips together to riding destinations around the country. As a family they always wanted to be able to ride closer to home so that they could ride more often and share their experiences with their friends. ***Together, the Griffin Family including mother, Dona, father, Gene and brothers Blake, Clint and daughter Cali, as well as the grandkids have played a central role*** in establishing the Griffin Bike Park project, and in the formation of the Friends of Griffin Bike Park group in order to bring world class mountain biking to the communities of Terre Haute and Vigo County.



The Griffin Bike Park is named in honor of US Army Sergeant, Dale R. Griffin.



Griffin Bike Park Restroom

Project Vision



Left: Blind Navy Veteran Lonnie Bedwell enjoying the trails on the back of a tandem bike piloted by Greg Miller. Right: an 82 year old, Marilyn Price, Founder of the National Trips for Kids Program helps a 3-year old rider on a push bike ride around the pump track at the Griffin Bike Park.

“Words cannot describe what it means when you have people that simply believe in you and provide you the opportunity to live a life that you no longer thought existed. This park includes us instead of excludes us. It makes us feel as if our sacrifices, along with those memorialized in this park, truly mean something. This park provides freedom and independence to those who cannot walk, light in the darkness for those of us who cannot see, and hope for each and every one of us.” – Lonnie Bedwell, Blind, Navy Veteran, National Geographic 2015 Adventurer of the Year

Vision

Our vision is to take the nationally recognized Griffin Bike Park to the Next Level by **building out the world-class trail system and amenities** envisioned in the original **master plan** and to dramatically improve the long-term sustainability of **one of Indiana’s most popular destination riding areas***. Such an investment would be backed up by a **proven track record of a public-private partnership** between Vigo County, the Friends of Griffin Bike Park and the national award-winning design firm, Hilride Progression Development Group LLC, which was responsible for creating the original vision and the comprehensive design and development of the first phase of the project. The NLT investment would be justified as Vigo County is currently classified as having the **second-lowest access to trails per capita in the state** and **no NLT funding was awarded to the county in round one.**



Griffin Bike Park Restroom



Rich Moore, Bike Park Manager, Volunteer Trail Work Day, Grandma and Grandson hitting the pump track, start of the Dual Slalom Race Course, Young Riders on the Podium at the Griffin Bike Park festival.

Next Level Trails Grant

In order to realize the full vision of the Griffin Bike Park **our community has pulled together an incredible network of resources** including commitments of cash, in-kind contributions and volunteer labor. This is the second time that the community has come together to build out the vision for the park, this time inspired by the Next Level Trails grant program. The level of support is the direct result of the efforts of the Shepherds of Griffin Bike Park who have **worked tirelessly** to identify potential donors, educate those donors on the background and history of the project and on the limited capacity of Vigo County Parks and Recreation to fund the further advancement and build out of the project. These donors, funders and sponsors **understand the unique opportunity** that the Next Level Trails Grant Program provides and **have been highly motivated to have their donations leveraged** as matching funds in order to qualify for the grant.



Left: Trail entrance gantry leading for the to be completed "Lake Loop Trail" which is shovel ready, but has been unfunded for three years. Right: The "temporary, now long-term" portable restrooms currently serving one of the most popular riding destinations in the State of Indiana as their is currently no funding to complete the proposed restroom and basic trailhead amenities



SECTION 001030 – ECONOMIC INCLUSION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Specification Section 004339 - M/W/VBE Participation List.

1.2 GENERAL INFORMATION NOTES

- A. The Owner has established a proactive process and are actively seeking and offering opportunities to all interested and prequalified bidders for the Project. The project has established a target goal of ten percent (10%) for the overall Minority /Women/Veteran owned Business Enterprises (M/W/VBE) participation as prime contractors, lower tier Contractors and suppliers. Economic inclusion will be one of criteria for the lowest qualified bidder recommendations.

1.2 OVERALL GOALS AND OBJECTIVES

- A. Maximize the opportunities for inclusion of M/W/VBEs in the construction of the Project.
- B. Exceed overall participation goal of ten percent (10%) with targets of 6% MBE, 2.5% WBE and 1.5% VBE for the construction of the Project.
- C. Build capacity of local M/W/VBEs through the construction of the Project.
- D. While the Plan establishes the overall Project goals listed above, the Owner reserves the ability to adjust the goals for individual trade bid packages as may be appropriate, based upon the understood capacity available within the Terre Haute, Indiana and surrounding communities. These adjustments shall be made with the advice and guidance of the Project Team to create the opportunity for maximum participation within each trade bid package. It is further understood that there may be elements of the Project where capacity is limited to the extent that these elements may be excluded or reduced in each trade bid package.

PART 2 – NOT USED

PART 3 – EXECUTION

3.1 MBE, WBE AND VBE COMPLIANCE INSTRUCTIONS

- A. The Owner is committed to providing minority owned, women owned and veteran owned firms every opportunity to compete for its business. Efforts will be made to identify, solicit Bids, and communicate with minority owned, women owned and veteran owned Bidders so that they may become more viable Bidders. Bidding shall be conducted according to the "Governor's Commission on Minority Business Development," Indiana Statute 4-13-16.5, Indiana Veteran Owned Small Business Program Statute IC 5-22-14-3.5 and by Federal Uniform Procurement Guidance 2 CFR 200.320, concerning minority, women, and veteran owned business enterprises. The Governor's Commission is charged with establishing annual goals for the use of minority and women owned business enterprises Goals for Veteran Owned Business shall be the same as those established by the State of Indiana's Indiana Department of Administration (IDOA).
- B. Minority Owned Business Enterprise" (MBE), "Women Owned Business Enterprise" (WBE) and "Veteran Owned Business Enterprise" (VBE) means an individual, partnership, corporation, limited liability company, or joint venture of any kind that is owned and controlled by one or more persons who are United States citizens and are certified by the State of Indiana to be affiliated with a Minority Owned Business Enterprise, Women Owned Business Enterprise and Veteran Owned Business Enterprise firm.
1. "Owned and controlled" means having:
 - a. Ownership of at least fifty-one percent (51%) of the enterprise, including corporate stock of a corporation;
 - b. Control over the management and active in the day-to-day operations of the business; and
 - c. An interest in the capital, assets, and profits and losses of the business proportionate to the percentage of Ownership.
 2. "Minority group" means:
 - a. Black Americans
 - b. Native American
 - c. Hispanic Americans
 - d. Asian-Pacific Americans
 - e. Subcontinent Asian Americans
 - f. Alaskan Natives
 3. "Veteran" means:

- a. A firm that has been registered with the US Department of Veteran Affairs to be a VBE.
 - b. A Veteran is a person who served on active duty with the US Army, Air Force, Navy, Marines or Coast Guard for any length of time and at any place and who was discharged or released under conditions other than dishonorable.
- C. Bidders shall take all necessary and reasonable steps to ensure that Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Veteran Owned Business Enterprise (VBE) have the maximum opportunity to compete for and perform work included in this project.
- D. "GOOD FAITH EFFORT" REQUIRMENT
- 1. The Owner requires that the Bidder show a good faith effort to meet the goals. If proposed M/W/VBE participation is less than the goals established in each bid package and the Bidder is determined to be the apparent lowest responsive Bidder in all other respects, such Bidder will be required to demonstrate that positive good faith efforts were taken prior to the Bid date to secure the utilization of M/W/VBEs, and the reason for the Bidder's inability to achieve the stated goals despite such efforts. The decision of the Owner related to whether a Bidder has satisfactorily demonstrated good faith efforts shall be conclusive and binding upon such Bidder.
 - 2. Further, Contractors proposed by Bidders shall be encouraged by the Bidders to maximize participation opportunities within the scope of the proposed subcontracted portion of Work.
 - 3. The following are recommended "Good Faith Efforts" to provide a responsive Bid:
 - a. Attendance at any pre-Bid or pre-solicitation meeting held by the Owner to inform M/W/VBEs of contract opportunities.
 - b. Meeting with the Project Team.
 - c. Advertisement of contract opportunities by the Bidder, in general circulation, trade and minority-focused media.
 - d. Selection of portions of the work to be done by M/W/VBEs, such as the division of contracts into economically feasible units to facilitate participation.

- e. Provision of proof of efforts to assist M/W/VBEs to obtain bonding, lines of credit or insurance.
 - f. Provision of adequate information about plans, specifications and/or contract requirements.
 - g. Negotiation in good faith by the Bidder with interested M/W/VBEs, with no M/W/VBE rejected an unqualified without sound reason.
 - h. The effective use of the services of available minority organizations, contractors' groups, the state and local offices, etc., that have knowledge of available M/W/VBEs or the means to locate such M/W/VBEs.
 - i. Other(s) as approved by the Team.
- E. Bidders shall indicate qualifying business enterprises by placing (MBE), (WBE) or (VBE) after the prime contractor's and subcontractor's name listed on the "Participation List of Prime/Contractors" submitted with the bid. The Owner reserves the right to verify all information included in the "Participation List of Prime/Contractors." Bidders are expected to make a good faith effort to meet the Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Veteran Owned Business Enterprise (VBE) participation goals or indicate on the "Participation List of Prime/Contractors" the reasons for a lack of Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Veteran Owned Business Enterprise (VBE) participation in the project.
- F. Each solicitation for which a project goal has been established requires the Bidder to submit the following information:
- 1. The names and addresses of M/W/VBE firms that will participate in the contract;
 - 2. A description of the work that each M/W/VBE will perform;
 - 3. The dollar amount of the participation of each M/W/VBE firm;
 - 4. Written commitment to use an M/W/VBE subcontractor whose participation it submits to meet a contract goal as provided.
 - 5. Reconciliation of the final dollar amount paid to each M/W/VBE participant upon project completion including a written description of any variance in the original amount as requested by the Owner.

- G. Bidders shall submit proof of MBE, WBE and VBE certification for each MBE, WBE, and VBE listed. Certification shall be by the appropriate State of Indiana Department or any other certifying entity recognized by the state or federal government. The Owner will not consider MBE, WBE and VBE participation from non-certified entities.
- H. The Prime Contractor receiving the Bid award will be expected to report their actual M/W/VBE participation on a monthly basis.
- I. The Owner, at its discretion, may waive in part or in whole the minority business enterprise, women business enterprise and/or veteran business enterprise requirement if in the opinion of the Owner it would be impractical, or not in the best interest of the Owner.

END OF SECTION 001030

SECTION 001100 – INVITATION TO BID

PART 1 – GENERAL

1.1 INVITATION TO BID

- A. The advertised Notice to Bidders follows this page.

NOTICE TO BIDDERS

Notice is hereby given that the Vigo County Parks and Recreation will receive sealed bids for the listed items. Said bids will be received by the Shepherds of Griffin Bike Park located at 147 Oak Street, Terre Haute, Indiana 47807, until **10:00 AM (local time) on October 21, 2022**. Bids will be immediately transferred to the County Council Chambers at which time they will be publicly opened.

**Project Address:
Griffin Bike Park Restroom
10700 Bono Road, Terre Haute, IN 47802**

Bids will be accepted for all scopes of work, in part or in total, for the construction of a new restroom facility at Griffin Bike Park. Scope of work shall include all excavation, concrete, masonry, carpentry, roofing, siding, plumbing, HVAC and electrical work as specified by the contract documents.

Drawings & Specifications will be available on September 27, 2022 and may be obtained from:

- www.garmong.net > Projects Bidding > Public Jobs
- www.rapidplanroom.com
- Rapid Reproductions, 12 S 11th St, Terre Haute, IN 47807 (For Purchase)

A voluntary pre-bid meeting will be held October 7th at 10:00 AM (local time) at Griffin Bike Park located at 10700 Bono Road, Terre Haute, IN 47802. All bidders are encouraged to attend.

All bids must be submitted on the prescribed State Board of Accounts Bid Form 96, which includes the completed execution of a non-collusion affidavit. Bids shall be valid for ninety (90) days.

The Vigo County Parks and Recreation reserve the right to reject any or all bids presented and waive technicalities as to procedures and to award a contract on the bid that, in its judgment, is the most advantageous to the Vigo County Parks and Recreation.

Section 002113 – INSTRUCTIONS TO BIDDERS

1.01 SUMMARY

- A. Work Described This Section
 - 1. Definitions
 - 2. Pre-Bid Conference
 - 3. Bidder's Representations
 - 4. Bidding Documents
 - 5. Substitutions
 - 6. Post Bid Information
 - 7. Access to Site
 - 8. Project Milestone Schedule
 - 9. Owner Paid Costs

1.02 DEFINITIONS

- A. OWNER refers to: Vigo County Parks and Recreation
- B. BIDDING DOCUMENTS include Instructions to Bidders, Bid Form, other sample bidding and contract forms, proposed Contract Documents. Addenda will become part of Contract Documents.
- C. BID refers to complete and properly signed proposal to construct the Project or designated portion thereof for sums stipulated therein, submitted in accordance with Bidding Documents.
- D. BASE BID refers to sum stated in Bid for which Bidder offers to perform Work described in Bidding Documents as base, to which work may be added or from which work may be deleted.
- E. ALTERNATE is an amount stated in Bid to be added and or deducted from Base Bid if corresponding change in Work, as described in Bidding Documents is accepted.
- F. UNIT COST ALLOWANCE is an amount stated in Bid as a price per unit of measure for materials, equipment or services, or a portion of Work as described in Bidding Documents.
- G. ALLOWANCE is a lump sum stated in Bid and **included** in Base Bid amount.
- H. BIDDER refers to a person or entity who submits a Bid.
- I. SUB-BIDDER refers to person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the work.

1.03 PRE-BID CONFERENCE

Owner may elect to hold meeting with invited sub-bidders.

1.04 BIDDER'S REPRESENTATIONS

A. Bidders by making a Bid represent that

1. Bidder has read and understands Bidding Documents and Bid is made in accordance therewith.
2. Bidder has visited Site, become familiar with local conditions under which Work is to be performed and has correlated Bidders personal observations with requirements of proposed Contract Documents.
3. Bid is based upon materials, equipment and systems required by Bidding Documents without exception.
4. The Bidder, in submitting its bid, acknowledges that all work to be performed by or on behalf of the Bidder will be timely completed in accordance with the Project Milestone Schedule.
5. The Bidder, in submitting its bid, acknowledges that, if awarded the contract, it will comply in every respect with the Contract Documents, as defined in the General Conditions of the Contract for Construction, and with all applicable laws including, but not necessarily limited to, the Occupational Safety and Health Act of 1970 as amended (Title 29, U.S. Code), and all rules and regulations promulgated hereunder and also with all provisions of the Contract Documents and applicable laws relating to Equal Employment Opportunity and nondiscrimination in employment.

1.05 BIDDING DOCUMENTS

A. Copies

1. Bidding documents are available from the Reproduction Company listed in Section 00 11 00.
2. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
3. In making copies of Bidding Documents available on above items, Owner and the Architect do so only for purposes of obtaining Bids on Work and do not offer a license or grant permission for any other use of Bidding Documents.

B. Interpretations of Correction of Bidding Documents

1. Bidder shall carefully study and compare Bidding Documents with each other, and with other work being bid concurrently or presently under construction to extent that it relates to Work for which Bid is submitted, shall examine Site and local conditions, and shall at once make written request to the Owner for clarification of any terminology contained herein, which cannot be resolved by reference to the contract documents or for interpretation or correction of ambiguity, inconsistency, discrepancy, or an error contained herein.
2. Bidders requiring clarification or interpretation of Bidding Documents shall make a request, which shall reach Owner at least **10 days prior** to date of receipt of Bids. Sub-bidders shall obtain all clarifications addenda, etc. through Bidders.
3. Clarifications interpretations, corrections and changes of Bidding Documents will be made by Addendum and will be issued to all Bidders. Clarifications, interpretations, corrections and changes of Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

C. Addenda

1. Addenda will be mailed, faxed or delivered to each invited general contractor who has received a complete set of Bidding Documents.
2. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
3. Each Bidder shall ascertain prior to submitting a Bid that Bidder has received all addenda issued, and Bidder shall acknowledge their receipt in Bid.
4. It is the responsibility of the invited General Contractor to pass on all information issued under Addenda to their sub-contractors.

1.06 SUBSTITUTIONS

- A. No substitutions will be considered unless written request has been submitted to the Owner for approval at least **ten (10) days prior** to the date for receipt of the bids. Such request shall include a complete description of the proposed substitution, the name of the material or equipment for which it is to be substituted, cost difference from the material specified and such other data or information necessary for a complete evaluation thereof by the Owner. If the substitution is approved, the Architect will issue an Addendum to all prospective Bidders.

1.07 ACCESS TO SITE

A. Site Investigation:

1. Each Bidder shall have access to the site to investigate, first-hand, the conditions present at site.

1.08 PROJECT MILESTONE SCHEDULE

- A. The following Milestone Schedule shall be the basis of the submission of Bid and subsequent Agreement:

To Be Determined

- B. Contractor shall interface Owner-furnished items and key Owner milestone dates into the construction schedule.
- C. All Punch List items must be completed not later than two (2) weeks after Contractor's receipt of final Punch List. Owner reserves the right to complete any unfinished items of work at Contractor's expense if final Punch List items remain incomplete after this time.
- D. Contractor to provide record "Record Drawings" to Owner as part of Substantial Completion.

1.09 OWNER PAID COSTS

- A. The Owner shall pay for and obtain state permit/release necessary for construction.
- B. Contractor is responsible for all permits/releases required by local government agencies for individual trades associated with building construction.
- C. All testing costs shall be paid for by the Owner. See Section 01 41 00

END OF SECTION

Section 002200 – GRIFFIN BIKE PARK DONATION REQUEST FORM

1.01 GENERAL INFORMATION

- A. The purpose of this Section is to describe the circumstances and reasons for donation requests from all bidders for this project.

1.02 DONATIONS

- A. As this park grows, donations of monies and time are vital to the continuation of our building projects. The construction of this restroom project is being funded through a grant called the “Next Level Trails Grant” as received by the Shepherds of Griffin Bike Park. The Shepherds are a 501c3 non-profit established to fund projects at the park and will administer payments for this project. Part of the grant funding calls for the bike park to provide a portion of the funds, through cash or in-kind labor and materials donations. As such, the Shepherds of Griffin Bike Park are asking that each bidder consider providing a donation of their bid, either in part or in full, to help fulfil the construction of this project.
- B. To account for this potential donation, attached is a form titled “Shepherds of Griffin Bike Park – Donation Support Form”. This form is for any Bidder who would like to donate the cost of their work in part or in whole towards the project and help to promote the park.
- C. This form allows for credit towards the Next Level Trails Grant, for all hours of service and construction costs that may be donated to the project. Bidders should show the full value of the work they are proposing to bid less the amount proposed to be donated with the adjusted bid amount being the difference. The adjusted bid amount will be used in making final determinations for the successful bidders.



Shepherds of Griffin Bike Park – Donation Support Form

a 501©(3) established to provide support for Griffin Bike Park in its efforts to develop world class trails, facilities and park infrastructure.

Date: _____

Project Title: **Griffin Bike Park – Restroom**

Scope of Work: _____

A: Full Bid Amount: \$ _____

B: Donated Amount: \$ _____

C: Adjusted Bid Amount Less Donation: \$ _____ (1)

Hours Donated: \$ _____

Hourly Rate: \$ _____

Donated Value: \$ _____ (2)

TOTAL DONATED VALUE: \$ _____ = (1) + (2)

Organizationl Signature: _____ Date: _____

Shepherds of GBP: _____ Date: _____

VCPRD Officer: _____ Date: _____

SECTION 00 42 00
SUPPLEMENTARY BID FORM

FOR (PROJECT): **Griffin Bike Park Restroom**
10700 Bono Road, Terre Haute, IN 47802

TO (OWNER): Shepherds of Griffin Bike Park/Vigo County Parks and Recreation
147 Oak Street, Terre Haute, IN 47802

BY (CONTRACTOR):

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

MOBILE PHONE: _____

EMAIL: _____

Pursuant to notices given, the undersigned proposes to complete the Work of the Project according to Bidding Documents for the sum of

Scope of Work _____

BASE BID: _____ \$

(amount in words)

This bid shall be valid for ninety (90) days

List names of the following and the years of experience in work comparable to the size and scope of Work of this Project:

Job Superintendent: _____

Years of Experience: _____

ADDENDA:

The Undersigned acknowledges receipt of the following Addenda and agrees that this proposal includes all items mentioned in such Addenda:

No. _____

COMPLETION OF WORK:

The undersigned guarantees, if awarded the Contract, to complete the Work not later than the dates established in the Project Manual, or earlier date established by the Construction Manager’s Schedule.

BIDDER’S SIGNATURE:

IN TESTIMONY WHEREOF, the Bidder (an individual) has hereunto set their hands this

_____ day of _____ 201

(Individual)

IN TESTIMONY WHEREOF, the Bidder (a firm) has hereunto set his hand this

_____ day of _____ 201

Firm Name: _____

By: _____

By: _____

IN TESTIMONY WHEREOF, the Bidder (a Corporation) has caused this proposal to be signed by its President and Secretary and affixed its Corporate seal this

_____ day of _____ 201

Firm Name: _____

President: _____

Secretary: _____

OATH AND AFFIRMATION:

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Subscribed and sworn to before me by _____
this _____ day of _____ 201

My Commission expires _____

Notary Public

SECTION 004300 - STANDARD FORMS

PART 1 - GENERAL

1.1 GENERAL INFORMATION

- A. The purpose of this Section is to identify some of the forms that will be used in conjunction with the administration of this Project.

1.2 BIDDING FORMS: The following forms must be submitted with the Contractor's Bid. Failure to furnish any one of the forms may be cause for the rejection of the Contractor's Bid.

- A. Bid Form provided in Section 004200 – Bid Form
- B. Shepherds of Griffin Bike Park – Donation Support Form provided in Section 002200
- C. Indiana Contractor's Bid for Public Work - Form 96 (2013) provided in Section 004519
 - 1. Contractor's Financial Statement
 - 2. Non-Collusion Affidavit
- D. MBE, WBE, VBE Contractor and Supplier Participation List per Section 004339 - M/W/VBE Participation List
- E. Bidders Certification of Authorization Employment per Section 004510 - Bidders Certification of Authorization Employment
- F. Certification of Non-Investment in Iran per Section 004520 – Certification of Non-Investment in Iran

1.3 CONTRACT FORMS: The following forms must be submitted and approved by the Construction Manager prior to acceptance and execution of the Standard Form of Agreement.

- A. Contractor, material, manufacturer list per Section 004350 - Subcontractors and Product List
- B. Certificate of Insurance per Section 006216 – Insurance Requirements.

1.4 ADMINISTRATIVE FORMS: Forms for monthly pay requests and the final pay request shall be acquired after the award of the Contract, by the Contractor.

PART 2 – NOT USED

PART 3 – NOT USED

END OF SECTION 004300

SECTION 004325 – BID PERIOD SUBSTITUTION REQUEST FORM

TO: _____

Project: _____

We hereby submit for your consideration the following product instead of the specified item for the above project: Section Paragraph Specified Item

Proposed Substitution: _____

Attach complete technical data including laboratory tests if applicable.

Include complete information changes to Drawings and/or Specifications which proposed substitution require for proper installation.

Fill in Blanks Below, use additional sheets if necessary:

A. Does the substitution affect dimensions shown on Drawings?

B. Will the undersigned pay for changes to building design, including engineering and detailing costs caused by substitution, if any?

C. What effect does substitution have on other trades?

D. Differences between proposed substitution and specified item?

E. Manufacturer’s guarantees of proposed and specified items are:

_____ Same _____ Different (explain on attachment)

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted by:

Signature

Printed Name

Company: _____

Address: _____

Telephone: _____

For Use by Design Consultant	
Accepted	Accepted as Noted
Not Accepted	Received too Late
By: _____	
Date: _____	
Remarks: _____	

END OF SECTION 004325

SECTION 004339 M/W/VBE PARTICIPATION LIST

1.1 DESCRIPTION

- A. Bidders in each Bid Category shall furnish the following MBE/WBE/VBE Participation List with the Bid Form.
- B. Minority owned Business Enterprise (MBE), Women owned Business Enterprise (WBE) and Veteran owned Business Enterprise (VBE) participation shall be defined per Specification Section 001030 Economic Inclusion.

1.2 INSTRUCTIONS FOR M/W/VBE LIST

- A. Each Bidder shall submit a copy of their list of M/W/VBE subcontractors and suppliers for their scope of Work.
- B. The list shall be submitted on form provided and shall be completely executed. Terminology such as "To Be Determined" not be accepted.
- C. The Owner, Construction Manager and Architect/Engineer reserve the rights to reject any M/W/VBE subcontractor or supplier who, in their opinion, do not meet the requirements of Drawings, Specifications or job conditions.

1.3 MBE/WBE/VBE PARTICIPATION LIST OF SUBCONTRACTORS AND SUPPLIERS

Bid Category: _____ Date: _____

Name of Prime Bidder: _____

Circle if the Prime Bidder is an MBE, WBE and/or VBE: MBE WBE VBE

The undersigned hereby submits the following M/W/VBE Subcontractors and Suppliers List which becomes a part of the undersigned Contract proposal. M/W/VBE subcontractor purchased material, equipment, and labor shall be under the direct management and control of the Contractor/Bidder. If a dual listing of subcontractors or suppliers is herein made, it is understood the Construction Manager (not the Contractor/Bidder) will select the subcontractor or supplier of their choice.

Subcontractor's Name and Scope of Work	Circle all Certifications That Apply			Payable Amount to Subcontractor	Percentage of Total Bid Amount
_____	MBE	WBE	VBE	\$ _____	_____ %
_____	MBE	WBE	VBE	\$ _____	_____ %
_____	MBE	WBE	VBE	\$ _____	_____ %
_____	MBE	WBE	VBE	\$ _____	_____ %
_____	MBE	WBE	VBE	\$ _____	_____ %
_____	MBE	WBE	VBE	\$ _____	_____ %
_____	MBE	WBE	VBE	\$ _____	_____ %
_____	MBE	WBE	VBE	\$ _____	_____ %

If no MBE, WBE or VBE subcontractors or suppliers are listed above, please indicate reason(s) why:

- Unable to locate any M/W/VBE companies associated with this Bid Category Scope of Work.
- Unable to secure competitive pricing from any M/W/VBEs. List M/W/VBE companies that Prime Bidder solicited for this project: _____

- Other reasons, please describe: _____

Name of Bidder:	Date:
Address:	
City/State/Zip:	
Telephone:	
By:	

PART 2 – NOT USED

PART 3 – NOT USED

END OF SECTION 004339

SECTION 004510 - BIDDER'S CERTIFICATION OF AUTHORIZED EMPLOYMENT

In accordance with Indiana Code 22-5-1. 7 as amended, each Contractor in any tier of a public works project shall not knowingly employ unauthorized aliens. Every contractor shall enroll in and verify the work eligibility status of all employees hired after June 30, 2015 using the U.S. Citizenship and Immigration Services (USCIS) E-Verify program as defined in IC §22-5-1.7-3, unless the E-Verify program no longer exists.

The Prime Contractor shall require their Contractors who perform work under this Contract to certify to the Prime Contractor that the Contractor does not knowingly employ or contract with an unauthorized alien and that the Contractor has enrolled and is participating in the E-Verify program. The Prime Contractor agrees to maintain this certification throughout the duration of the term of a contract with a Contractor. The Prime Contractor and its Contractors at all levels must comply with all provisions of the statute or the Contract is subject to cancellation.

I hereby certify that I have read and understand the "Contractor's Certification of Authorized Employment" provision of the Contract Documents and that the undersigned, the proposed and the actual sub-contractors at all tiers shall comply with the provisions of the Statute on behalf of and as authorized by the Bidder. I affirm and depose that the Bidder and our Contractors shall not knowingly employ unauthorized aliens.

(Bidder - Please print full name of your proprietorship, partnership, or corporation)

(Signature of Authorized Officer or Agent)

(Printed Name and Title of Authorized Officer or Agent)

(Date)

END OF SECTION 004510

SECTION 004519 – INDIANA FORM 96

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. A copy of the six (6) page Contractor's Bid for Public Work – Form 96 (Revised 2013) is enclosed hereafter. This form should be included with the Bid Form.

PART 2 – NOT USED

PART 3 – NOT USED

END OF SECTION 004519



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

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

Prescribed by State Board of Accounts

PART I

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

Date (month, day, year): _____

1. Governmental Unit (Owner): _____

2. County : _____

3. Bidder (Firm): _____

Address: _____

City/State/ZIPcode: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____

(Governmental Unit) in accordance with plans and specifications prepared by _____

_____ and dated _____ for the sum of _____ \$ _____

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

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

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

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

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

ACCEPTANCE

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

Contracting Authority Members:

PART II

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

Governmental Unit: _____

Bidder (Firm) _____

Date (month, day, year): _____

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

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

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

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

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

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

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

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

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

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

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

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

BID OF

(Contractor)

(Address)

FOR

PUBLIC WORKS PROJECTS

OF

Filed _____

Action taken _____

SECTION 004520 – CERTIFICATION OF NON-INVESTMENT IN IRAN

The Undersigned certifies pursuant to Indiana Code 5-22-16.5, et seq., that it is not involved in the Iranian Energy Industry and does not do business with Vendors involved in the Iranian Energy Industry. The Undersigned understands that providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future contracts, as well as an imposition of a civil penalty.

I hereby affirm under the penalties for perjury that the facts and information contained in the foregoing are true and correct.

Dated at _____ this _____ day of _____, _____

(Name of Organization)

By _____
(Signature of Authorized Officer or Agent)

(Printed Name and Title of Authorized Officer or Agent)

ACKNOWLEDGEMENT

STATE OF _____)

)ss

COUNTY OF _____)

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

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

Notary Public

My Commission Expires: _____

County of Residence: _____

END OF SECTION 004520

SECTION 00 49 00 – RESPONSIBLE BIDDER ORDINANCE

1.1 SUMMARY

- A. All bidders must comply with the Vigo County Responsible Bidder Ordinance. This ordinance can be referenced in specification section 00 49 00A Responsible Bidder Ordinance Attachment.

BOARD OF COMMISSIONERS OF VIGO COUNTY

ORDINANCE NO. 2-40.8

RESPONSIBLE BIDDER ORDINANCE

WHEREAS, Vigo County expends substantial funds for public works construction and maintenance, a portion of that money being derived from taxes paid by residents;

WHEREAS, Vigo County seeks to preserve administrative resources by ensuring that only qualified contractors and subcontractors are awarded County contracts;

WHEREAS, Vigo County endeavors to identify the lowest responsible bidder on all County contracts;

WHEREAS, Vigo County is entitled to state the specific requirements of County contracts and to establish criteria bidders must satisfy to be considered for County contracts;

WHEREAS, the "Vigo County Responsible Bidder Ordinance" will assure efficient use of taxpayer dollars and will promote public safety.

NOW THEREFORE, BE IT HEREBY ORDAINED by the Board of Vigo County Commissioners of Vigo County, Indiana, that:

Sec. ____ Purpose.

The Responsible Bidder Ordinance shall serve to define the term "responsible" as used in Indiana Code § 36-1-12-4, regarding competitive bidding.

Sec. ____ Applicability.

This Article of the Vigo County Code shall apply when:

- a. The County is seeking a contract or service to perform county work. County work, in this context, means the construction, reconstruction, alteration, or renovation of a County building, or other structure that is paid for out of a county fund or out of a special assessment. The term includes the construction, alteration, or repair of a highway, street, alley, bridge, sewer, drain, or other improvement that is paid for out of a county fund or out of a special assessment. The term also includes any county work leased by Vigo County under a lease containing an option to purchase; and
- b. The cost of the contract or service will be at least one-hundred fifty thousand dollars (\$150,000).

Sec. ____ Criteria.

A “responsible bidder: shall: meet all the bid and contract specifications, and shall:

- a. Affirm compliance with all applicable laws pre-requisite to doing business in Indiana;
- b. Produce evidence of a federal employer taxpayer identification number or social security number (for sole proprietors);
- c. Conform compliance with Section 2000(e) of Chapter 21, Title 42 of the United State Code and Federal Executive Order No. 11375 (known as the Equal Opportunity Employer Provision);
- d. Confirm that bidder shall not discriminate against an employee or applicant for employment because of race, color, religion, sex, or national origin and that the bidder shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin. Further, bidders shall confirm compliance with any goals or affirmative action requirements, including implementation of an affirmative action plan, if and when such requirements are adopted by the County.
- e. Provide the County with certificates of insurance indicating the following coverage, when such is required in the bid or contract specifications, and in amounts stated in the bid specifications or contract:
 1. General liability;
 2. Worker’s compensation;
 3. Completed operations;
 4. Automobile;
 5. Hazardous occupation;
 6. Product liability;
 7. Professional liability;
 8. Pollution liability;
 9. Asbestos abatement liability;
 10. Property insurance; and
 11. Any additional insurance required by the bid specifications or contract;
- f. Affirm, where worker’s compensation insurance is required under the bid specifications, that all employees are (1) covered under a current worker’s compensation insurance policy and (2) property classified under such policy; and also, where worker’s compensation insurance is required under the bid specification, submit a copy of the “Declarations Page(s)” of the contractor’s worker’s compensation insurance policy if the contractor is insured with a carrier, and any continuation of the worker’s compensation insurance Declarations Page(s) which includes the name and address of the insured, as well as the class codes the compensation premium is based on and the total estimated remuneration per class code; and, upon the County’s request, submit a copy of any

worker's compensation insurance annual premium audit documents and (3) provide to the Board of Commissioners, on formal request from the Board of Commissioners a copy of the "declarations pages" of the contractor's workers compensation insurance policy which includes the name and addresses of the insured, as well as the class codes the compensation premium is based.

- g. Indicate compliance with Indiana Code § 5-16-7 *et seq.*, the Indiana Common Construction Wage Act;
- h. Submit proof of any professional or trade license required by law for any trade or specialty area in which a bidder is seeking a contract award; and disclose any suspension or revocation within the previous five (5) years of any professional trade license held by the company, or of any director, officer, or manager employed by bidder;
- i. At the time of submitting the bid, disclose the name and address of each subcontractor from whom the bidder has accepted a bid and/or intends to hire on any part of the project, and disclose the amount of each subcontractor's bid to the general contractor; each subcontractor who will perform work valued in excess of the threshold set forth in Section _____ of this Article shall be required to adhere to the submission requirements set forth herein as though it were bidding directly to Vigo County, and must file the appropriate required documents at least five (5) days prior to commencement of work by the subcontractor;
- j. Upon bid opening by the Board of Commissioners, the bid recipient shall supply the following information relative to subcontractors:
 - 1. Business name and address;
 - 2. Type of work to be performed and bids submitted; and
 - 3. Statement of acknowledgment that subcontractor will comply with all applicable federal, state and local laws.
- k. State that individuals who will perform work on the county project on behalf of the contractor are properly classified as either (1) an employee or (2) an independent contractor under all applicable state and federal laws and local ordinances;
- l. Provide information as to the substance abuse policy that pertains to all of the bidder's employees working on the project; and
- m. Confirms that all apprentices to be used on the project are registered with an apprenticeship and training program approved and registered with the United States Department of Labor, Bureau of Apprenticeship and Training (or any state or federal successor agency).

Sec. _____ Certified Payroll.

All contractors and subcontractors are required to submit to the awarding agency, and General Contractor if applicable, an approved and detailed certified payroll on a weekly basis, unless different payroll reporting requirements are stated under the bid specifications or contract.

Sec. _____ Additional Criteria.

The County may also request evidence of and/or consider the following factors when identifying responsible bidders for the purpose of awarding contracts under this Article:

- a. The ability, capacity, and skill of the bidder to perform the contract;
- b. The capacity of the bidder to perform the contract promptly and efficiently, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, and experience of the bidder;
- d. The quality of the bidder's past performance, including performance of previous contracts, whether or not such performance was with the County;
- e. The bidder's default under previous contracts, whether or not such contract was with the County;
- f. The bidder's failure to pay or satisfactorily settle bills due on former contracts, whether or not such contract was with the County;
- g. The previous and existing compliance by the bidder with laws and ordinances relating to the contract;
- h. The financial ability of the bidder to perform the contract;
- i. A statement regarding and/or disclosure of:
 1. Any determination by a court or government agency for violations of federal, state or local laws including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), Common Construction Wage Law, or the federal Davis-Bacon Act;
 2. Any findings of "non-responsibility" by federal, state, or local departments;
- j. Any additional factors the County determines relevant for the contract.

Sec. _____ Lowest Bidder Not Chosen.

When a contract is awarded to a bidder other than the lowest bidder, a statement of the reasons for such award shall be prepared by the County Commissioners or entity awarding the contract.

Sec. ____ Multiple Low Bids.

When two (2) or more responsible bidders submit the same low bid, the contract shall be granted to the bidder whose headquarters are geographically closest to Vigo County's corporation boundary; but if both low bidders are headquartered within Vigo County's corporation boundary, then the winning bid shall be determined by drawing lots in public at a meeting of the Board of Commissioners.

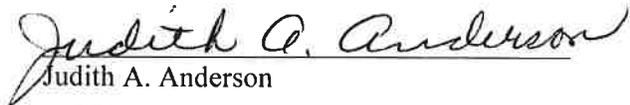
Sec. ____ Access to Public Records Act.

All requests made by the public for submissions tendered under this Article by a contractor or sub-contractor shall be public record subject to disclosure pursuant to Indiana Code § 5-14-3-1 *et seq.*, the Indiana Access to Public Records Law.

- Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
- Section 3. If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.
- Section 4. This ordinance shall be in full force and effect from and after its passage by the Vigo County Board of Commissioners and upon publication pursuant to Indiana Law.

ALL OF WHICH IS ORDAINED by the Board of Commissioners of Vigo County, Indiana, this 21st day of September, 2010.

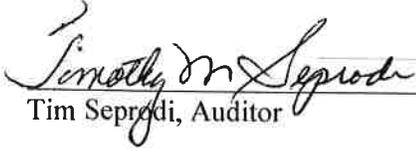
BOARD OF COMMISSIONERS OF VIGO COUNTY


Judith A. Anderson


Paul Mason


Mike Ciolli

ATTEST:


Tim Sepradi, Auditor

September 6, 2016

Commissioners' Conference Room

Vigo County Annex

Terre Haute, Indiana

Roll Call:

Present: Judy Anderson, Brad Anderson, Jon Marvel

Others Present: County Attorney Mike Wright, County Auditor Timothy Seprodi, Robert Bogue, John Kraft, Kevin Gardener, Kathy Kinney, Dan Bennett, Bill Watson, Steve Barnhart, Howard Greninger, Jeremy Snowden, J.D. Kesler, Bruce Allen, Tammy York-Allen, Jim Bramble, Mike Wright Ciolli.

Responsible Bidder Ordinance. County Attorney Mike Wright presented the Vigo County Responsible Bidder Ordinance – Replacement of Vigo County Code 2-40.8. The change states that evidence of participation in apprenticeship and training programs be required along with copies of all certificates or standards for training. Commissioner Brad Anderson asked if this will now mirror the City of Terre Haute's Ordinance. Mr. Wright stated that it would. Commissioner Jon Marvel asked if the ordinance contains a section on gender. Mr. Wright said that gender is addressed in Sec. 3 Criteria, subsection d. . **Motion:** , **Action:** Approve, **Moved by:** Jon Marvel, **Seconded by:** Brad Anderson, **Passed:** all ayes.

Expenditures. County Auditor Timothy Seprodi presented the Board with expenditures 08/27/2016 to 09/2/2016 in the amount of \$1,029,683.65. **Motion:** , **Action:** Approve, **Moved by:** Brad Anderson , **Seconded by:** Jon Marvel Marvel, **Passed:** all ayes.

Comments from Public/Elected Officials.

J.D Kesler of Vigo County Emergency Management stated that Serve Pro will be out next week for roof. Commissioner Brad Anderson asked to be contacted when that happens.

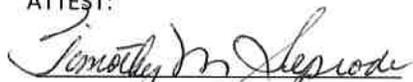
Mr. Robert Bogue continued stating his concerns regarding JD Kesler, employee of Vigo County Emergency Management.


Judith A. Anderson, President


Brad Anderson, Secretary


Jon Marvel, Member

ATTEST:

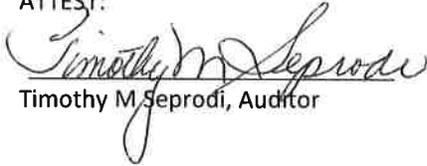

Timothy M. Seprodi, Auditor


Judith A. Anderson, President


Brad Anderson, Secretary


Jon Marvel, Member

ATTEST:


Timothy M. Seprodi, Auditor

VIGO COUNTY RESPONSIBLE BIDDER ORDINANCE – REPLACEMENT OF VIGO COUNTY CODE 2-40.8

COMES NOW THE VIGO COUNTY BOARD OF COMMISSIONERS, UNDER AUTHORITY OF INDIANA CODE 36-1-3-1, ET SEQ, AND HEREBY ORDAINS:

Sec. 1. Legislative findings; declaration of necessity.

WHEREAS, Indiana Code Sections 36-1-3-1 et seq. permit any County in the state of Indiana to exercise any power or perform any function necessary to the public interest in the context of its County or internal affairs, which is not prohibited by the Constitution of the United States or of the State of Indiana, or denied or preempted by any other law, or is not expressly granted by any other law to another governmental entity; and

WHEREAS, Vigo County government expends substantial municipal funds for public construction projects; a portion of that money being derived from taxes paid by county residents; it is in the public interest, health, welfare and safety to let all public construction projects to the lowest, responsive, responsible bidder;

NOW, THEREFORE BE IT ORDAINED by the Board of Commissioners of Vigo County, Indiana as follows:

The Responsible Bidder Ordinance shall serve to define the term “responsive and responsible” as used in Indiana Code § 36-1-12-4, regarding competitive bidding.

Sec. 2 Applicability.

This Ordinance shall apply when: 7-26

a. The County is seeking a contract or service to perform public work. Public work, in this context, means the construction, reconstruction, alteration, or renovation of a public building, or other structure that is paid for out of a public fund or out of a special assessment. The term includes the construction, alteration, or repair of a highway, street, alley, bridge, sewer, drain, or other improvement that is paid for out of a public fund or out of a special assessment. The term also includes any public work leased by the County under a lease containing an option to purchase; and

b. The cost of the contract or service will be at least one-hundred fifty thousand dollars (\$150,000).

Sec. 3 Criteria.

A “responsive and responsible bidder” shall meet all the bid and contract specifications, and shall:

- a. Affirm compliance with all applicable laws pre-requisite to doing business in Indiana;
- b. Produce evidence of a federal employer taxpayer identification number or social security number (for sole proprietors);
- c. Confirm that bidder shall not discriminate against an employee or applicant for employment because of race, color, religion, sex, national origin, gender identity, sexual orientation or disability and that the bidder shall ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin, gender identity, sexual orientation or disability.
- d. Confirm that bidder has not been found in violation of any federal, state or local law, ordinance or regulation with regard to an employee or applicant for employment because of race, color, religion, sex, national origin, gender identity, sexual orientation or disability within the last three (3) years.
- e. Provide the County with certificates of insurance indicating the coverage, when such is required in the bid or contract specifications.
- f. Affirm, where worker's compensation insurance is required under the bid specifications, that all employees are (1) covered under a current worker's compensation insurance policy and (2) properly classified under such policy; and also, where worker's compensation insurance is required under the bid specification, submit a copy of the "declarations page(s)" of the contractor's worker's compensation insurance policy if the contractor is insured with a carrier, and any continuation of the worker's compensation insurance "declarations page(s)" which includes the name and address of the insured, as well as the class codes the compensation premium is based on and the total estimated remuneration per class code; and, upon the County's request, submit a copy of any worker's compensation insurance annual premium audit documents.
- g. Indicate whether the bidder has been found in violation of any Indiana or federal laws regarding wage rates and wage payments including, but not limited to, the federal Davis-Bacon Act, by the U.S. Department of Labor, the Indiana Department of Labor, an Indiana State Court or a U.S. District Court within the three (3) years preceding the submission of its bid on the public works project;
- h. Submit proof of any professional or trade license required by law for any trade or specialty area in which a bidder is seeking a contract award; and disclose any suspension or revocation within the previous five (5) years of any professional trade license held by the company, or of any director, officer, or manager employed by bidder;
- i. At the time of submitting the bid, disclose the name and address of each subcontractor from whom the bidder has accepted a bid and/or intends to hire on any part of the project, and disclose the amount of each subcontractor's bid to the general contractor; each subcontractor who will perform work valued in excess of the threshold set forth in this Ordinance shall be required to adhere to the submission requirements set forth herein as though it were bidding directly to the County of Vigo, and must file the appropriate required documents at least five (5) days prior to commencement of work by the subcontractor;
- j. Upon bid opening by the Commissioners, the bid recipient shall supply the following information relative to subcontractors:

1. Business name and address;
 2. Type of work to be performed and bids submitted; and
 3. Statement of acknowledgment that subcontractor will comply with all applicable federal, state and local laws.
 4. Subcontractor's answers to all of the information sought in subsection (a) through (k) of this section.
- k. State that individuals who will perform work on the public works project on behalf of the contractor are properly classified as either (1) an employee or (2) an independent contractor under all applicable state and federal laws and local ordinances;
- l. Provide a copy of the bidder's written plan for employee drug testing that: (1) covers all employees of the bidder who will perform work on the public work project; and (2) meets, or exceeds, the requirements set forth in Indiana Code § 4-13-18-5 or Indiana Code § 4-13-18-6;
- m. Shall provide evidence of participation in apprenticeship and training programs, applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. The required evidence includes a copy of all applicable apprenticeship certificates or standards for these training programs.

Sec. 4 Certified Payroll.

All contractors and subcontractors are required to submit to the awarding agency, and General Contractor if applicable, an approved and detailed certified payroll on a weekly basis, unless different payroll reporting requirements are stated under the bid specifications or contract. Approved certified payroll forms include federal form WH-347.

Sec. 5 Additional Criteria.

The County may also request evidence of and/or consider the following factors when identifying responsive and responsible bidders for the purpose of awarding contracts under this Article:

- a. The ability and skill of the bidder to perform the contract;
- b. The ability of the bidder to perform the contract promptly and efficiently, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, and experience of the bidder;
- d. The quality of the bidder's past performance, including performance of previous contracts, whether or not such performance was with the County;
- e. The bidder's default under previous contracts, whether or not such contract was with the County;
- f. The bidder's failure to pay or satisfactorily settle bills due on former contracts, whether or not such contract was with the County;
- g. The previous and existing compliance by the bidder with laws and ordinances relating to the contract;
- h. The financial ability of the bidder to perform the contract;

i. A statement regarding and/or disclosure of:

1. Any determination by a court or government agency for violations of federal, state or local laws including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), Common Construction Wage Law, or the federal Davis-Bacon Act; 7-29

2. Any findings of “non-responsibility” by federal, state, or local departments;

j. Any additional factors the County determines relevant for the contract.

Sec. 6 Lowest Bidder Not Chosen.

When a contract is awarded to a bidder other than the lowest bidder, a statement of the reasons for such award shall be prepared by the County board or entity awarding the contract.

Sec. 7 Multiple Low Bids.

When two (2) or more responsive and responsible bidders submit the same low bid, the contract shall be granted to the bidder whose headquarters are geographically closest to the County of Vigo corporation boundary; but if both low bidders are headquartered within the County of Vigo corporation boundary, then the winning bid shall be determined by drawing lots in public at a meeting of the Board of Commissioners of Vigo County.

Sec. 8 Access to Public Records Act.

All requests made by the public for submissions tendered under this Article by a contractor or sub-contractor shall be subject to disclosure pursuant to Indiana Code § 5-14-3-1 *et seq.*, the Indiana Access to Public Records Law.

Sec. 9 Reserved for Future Use.

IT IS SO ORDAINED THIS _____ DAY OF SEPTEMBER, 2016

BOARD OF COMMISSIONERS OF VIGO COUNTY

JUDITH A. ANDERSON, PRESIDENT

BRAD ANDERSON, COMMISSIONER

JON MARVEL, COMMISSIONER

ATTEST:

TIMOTHY M. SEPRODI, AUDITOR



PROJECT AGREEMENT

UPDATED 2/2/21

I. The Parties. This Agreement is made between Vigo County Parks and Recreation Department with a mailing address of 155 Oak Street, Terre Haute, Indiana, 47807 (“Client”) for the purposes of completing the Mega Pump Trail project.

AND

Shepherds of Griffin Bike Park with a mailing address of 7854 S Persimmon St Terre Haute, Indiana, 47803 (“Shepherds”).

WHEREAS the Client intends to inspect and approve project scope of services.

WHEREAS Shepherds shall provide project management and coordination required to complete the scope of services inspected and approved by Client effective January 19, 2021, under the following terms and conditions:

II. Services. The Shepherds agree to the project scope of work as outlined in The Attached Exhibit A Project Map and Exhibit B Project Scope of Work. Any work outside of Attached Exhibit A Project Scope of Work requires pre approval by VCPRD.

III. Warranty. Shepherds warrants to the Client and each of their respective successors and assigns that materials and equipment furnished under this contract will be new, unless otherwise required by the scope of work, of good quality, free from defects of workmanship or materials and will conform to the requirements of the scope of work, and that the Work performed hereunder will be good and workmanlike, free from defects and will conform to the requirements of the scope of work. Work (workmanship or materials) not conforming to these requirements, including substitutions not properly approved or authorized, may be considered defective.

IV. Correction of Defective Work. Prior to and within one year of Shepherd's delivery of possession of the Project to Clients (“Delivery of Possession”), or within such a longer period to the extent required by the scope of work. Shepherds shall, within 48 hours of receipt of written notice that the Work is not in conformance with the scope of work, Schedule correction of the defective Work at its own cost and time and bear the expense of the additional services required for the correction of any defective Work, including the correction, removal, or replacement of the defective Work and any damage caused to other parts of the Work or the Project affected by the defective Work. If Shepherds fails to Schedule correction the defective Work within such 48-hour period, Client may, without further notice and in addition to any other remedies provided under the scope of work, commence correction of such defective Work with its own forces or a third party on Shepherds account. Clients costs to be charged for warranty work shall be \$100 per man hour plus all expenses, tools, and materials. If the defective Work creates an emergency requiring an immediate response, the 48-hour period identified herein shall be deemed inapplicable. Any time period for the duty to correct work referenced herein or in the scope of work applies only to Shepherd’s obligation to correct such defective work upon demand and is not intended to constitute a period of limitations for any other rights or remedies Client may have regarding Contractor’s obligations under the scope of work.

V. Payment. The Client agrees to inspect for approval for the Services performed to complete the scope of work.

8% Maintenance fee (\$3,168.00) must be paid to VCPRD prior to construction.

The Shepherds shall pay all hired subcontractors on their own schedule of the Client approved Services and in accordance with the Griffin Bike Park 2025 Vision Plan and the attached Scope of Work. Completion shall be defined as the fulfillment of Services as described in Section II in accordance with industry standards and to the approval of the Client, not to be unreasonably withheld. Total Cost of services including material shall not exceed \$39,600.00.

VI. Due Date. The Services provided by the Shepherds shall begin on February 1, 2021 and end no later than July 1, 2021. All Services provided by the Shepherds must be completed no later than , with the goal of completing the scope of work by July 1, 2021.

VII. Expenses. The Shepherds shall be responsible for all expenses related to providing the Services under this Agreement. This includes supplies, equipment, fuel, operating costs, business costs, employment costs, taxes, Social Security contributions / payments, disability insurance, unemployment taxes, in connection with the Services provided through this agreement and the scope of work.

- a) **Kubota Micro Excavator:** Shepherds shall have access to the Kubota Micro Excavator owned by VCPRD for use in the construction of new park infrastructure projects under the following terms;
1. Shepherds shall have unrestricted access of the excavator for use in infrastructure development projects for 10 months each year. VCPRD shall have access to the excavator for maintenance and operations projects for 2-months each year and will coordinate those usage times with Shepherds.
 2. Shepherds shall have access to the excavator and to provide to VCPRD approved operators only to operate it. VCPRD shall meet, assess and qualify all operators and provide approval/non-approval notification to Shepherds.
 3. Shepherds shall be responsible for all repair, maintenance and servicing costs for the excavator, other than an Annual Maintenance Service which will be paid for by VCPRD. VCPRD shall be responsible for an Annual Maintenance Servicing of the excavator which will include an inspection, small parts replacement, fluid replacement and tune up with a total cost not to exceed \$1,000.
 4. Shepherds shall have the right to defer use of the excavator if it is determined to not be cost effective or otherwise practical to continue using it. At that time all costs of ownership, maintenance and repairs shall become the sole responsibility of VCPRD.
 5. VCPRD shall have the right to determine based on the condition of the machine, hours it has been operated and anticipated costs of repair and maintenance when the machine will no longer be suitable for the intense daily usage required for new trail construction and infrastructure projects and will only be suitable for smaller maintenance and operations projects. At that time Shepherds will no longer have access to the machine for infrastructure development projects and VCPRD will become responsible for all costs of ownership, maintenance and repairs.

VIII. Independent Shepherds Status. The Shepherds, under the code of the Internal Revenue Service (IRS), is an independent 501.c3 and any Contractor's employees or contract personnel shall not be deemed the Client's employees. In its capacity as project manager Shepherds agrees and represents: Shepherds has the right to perform Services required to complete the scope of work. Shepherds have the sole right to control and direct the means, manner, and method by which the

Services required by this Agreement will be performed per the terms of this agreement and the scope of scope of work.

Shepherds have the right to hire contractors, subcontractors or to use employees to provide the services required under this Agreement. Shepherds shall be required to have all associated project personnel use appropriate PPE in performance of the Scope of Work. The Services required by this Agreement shall be performed by the Shepherds, employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Contractor. Shepherds employees and personnel shall not receive any training from the Client in the professional skills necessary to perform the services required by this Agreement; and Shepherds personnel shall not be required by the Client to devote full-time to the performance of the Services required by this Agreement.

IX. Business Licenses, Permits, and Certificates. The Shepherds represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

X. Federal and State Taxes. Under this Agreement, the Client shall not be responsible for: Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from payments to employees or personnel or make payments on behalf of the Shepherds. Making federal or state unemployment compensation contributions on their behalf; and The payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Shepherds is not a corporation, all applicable self employment taxes. Upon demand, the Shepherds shall provide the Client with proof that such payments have been made.

XI. Benefits of Contractor's Employees. The Shepherds understands and agrees that they are solely responsible and liable for all benefits that are provided to their employees including, but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

XII. Unemployment Compensation. The Shepherds shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Shepherds shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

XIII. Workers' Compensation. The Shepherds shall be responsible for ensuring that all personnel have compensation insurance as required by law.

XIV. Liability Insurance. The Shepherds shall be responsible for ensuring all personnel shall obtain comprehensive liability insurance coverage in case of bodily injury, personal injury, property damage, contractual liability, and cross-liability. Insurance coverage will name Vigo County Parks and Recreation Department, Vigo County Parks Board, Griffin Bike Park, and each of their officers, employees and agents as additional insured. There shall be a minimum amount of combined single limit of \$1,000,000.00. VCPRD will receive a copy of Contractor's insurance documents prior to commencement of work.

XV. Indemnification. The Shepherds shall be responsible for ensuring the indemnification of the Vigo County Parks and Recreation Department, Vigo County Parks Board, Griffin Bike Park and each of their officer's employees and agents harmless from any loss or liability from performing the Services under this Agreement.

XVI. Termination of Agreement.

a) **Termination for Convenience.** Client may terminate this Contract at any time for its convenience and without cause by providing written notice to the Shepherds. Within three (3) days of notification of termination, this Contract shall be terminated, and Shepherds shall immediately stop Work, follow all of Clients' instructions and mitigate all costs.

b). **Termination for Cause.** If at any time Shepherds: (a) fails or refuses to supply sufficient labor, materials, tools, equipment or supervision; (b) fails or refuses to perform the Work promptly and diligently; (c) fails to meet the Work Schedule; (d) causes delay, disruption, interference or stops the work of Client or any other contractors; (e) fails or refuses to perform any of its obligations under this Contract; or (f) becomes bankrupt, insolvent, or goes into liquidation (either voluntarily or under an order of a court of competent jurisdiction), or makes a general assignment for the benefit of creditors, or otherwise evidences financial incapacity; then in any of such events, each of which shall constitute a material default under this Contract, Client shall have the right, in addition to all other rights and remedies provided under this Contract or by law, after 2 business days' written notice to Shepherds: (1) to order any personnel that failed to perform to cease and desist further work on the project; (2) to order Shepherds to add manpower or to work overtime or additional shifts at no additional cost to Client; (3) to take over and perform through Client, or through third parties selected by Client, the Work until, in Client's judgment, Contractor's default has been cured, and deduct from the Contract Amount specified in the scope of work, the cost thereof plus a management fee of ten percent (10%).

XVII. Exclusive Agreement. This entire Agreement is between the Client, Shepherds.

XVIII. Resolving Disputes. If a dispute arises under this Agreement, any party may take the matter to an Indiana state court.

XIX. Confidentiality. The Shepherds acknowledge that it will be necessary for the Client to disclose certain confidential and proprietary information to the Shepherds in order for the Shepherds to perform their duties under this Agreement. The Shepherds acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Shepherds will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform services on the Client's behalf. Proprietary or confidential information includes, but is not limited to: The written, printed, graphic, or electronically recorded materials furnished by Client for Shepherds to use. Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and Information belonging to customers and suppliers of the Client about whom the Shepherds gained knowledge as a result of the services to the Client. Upon completion of the Shepherds services to the Client, or at the Client's request, the Shepherds shall deliver to the Client all materials relating to the Client's business. The Shepherds acknowledges that any breach or threatened breach of confidentiality of this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to Client's rights and

remedies otherwise available at law.

XX. Proprietary Information. Proprietary information, under this Agreement, shall include:

The product of all work performed under this Agreement (“Work Product”), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress, and deliverables, will be the sole property of the Client, and Shepherds hereby assigns to the Client all right, title, and interest therein, including, but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. Shepherds retains no right to use the Work Product and agrees not to challenge the validity of the Client’s ownership in the Work Product. Shepherds hereby assign to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor’s work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and The Client will be entitled to use Shepherd’s and their personnel’s name and/or likeness used in advertising and other materials.

XXI. Assignment and Delegation. The Shepherds may assign rights and may delegate duties under this Agreement to other individuals or entities in performance of the scope of work. The Shepherds recognize that they shall be liable for all work performed by their personnel and shall hold the Client harmless of any liability in connection with the performance of all services. The Shepherds are required to disclose any subcontractors and or employees used in performance of the scope of work to the Client. The Shepherds shall be responsible for any confidential or proprietary information that is shared in accordance with this Agreement. If any such information is shared by the Shepherds to third (3rd) parties, the Shepherds shall be made liable.

XXII. Additional Terms and Conditions.

- a). Shepherds must follow the 2025 Vision Plan and approved Scope of Work and all schedules therein.
- b). **Drug-Free Workplace.** Client, Shepherds are committed to providing all workers a drug free workplace. Shepherds shall be responsible for ensuring that all Personnel are not under the influence of alcohol, any drug (including marijuana) and any other controlled substance. Client reserves the right to remove any employee from the Site which Client has reason to believe is under the influence of alcohol, any drug (including marijuana) or any other controlled substance. If any Shepherds Personnel is removed from the Site Shepherds shall promptly furnish a qualified replacement as necessary to maintain the project schedules at no additional cost to Client.
- c). **Clean up.** Shepherds shall clean and continuously keep its portion of the Project and surrounding area clean and free of debris, including, but not limited to, regularly removing construction trash, waste and debris, and the removal of all dirt and mud from any and all roadway surfaces both on the Site and at the Site’s ingress and egress points. Upon Delivery of Possession of the Project, or any portion of the Project, Shepherds shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Client to occupy the Project or that portion of the Project for its intended use. If Shepherds fails to clean up as provided herein, Client may perform the clean-up on Shepherds behalf and at Shepherds expense.
- d). **Conduct.** Shepherds personnel shall conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all others. Shepherds personnel shall not utilize any constructed or



partially constructed improvements for personal use. Shepherds personnel shall park only in the areas designated by Client. Shepherds personnel shall not engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat call or other disrespectful behavior is prohibited. Shepherds personnel shall not use, possess, distribute or sell any, alcohol, illegal drug, or controlled substance on park property. Client reserves the right to remove any Shepherds personnel violating this agreement. If any Shepherds personnel is removed from the site Shepherds shall promptly furnish a qualified replacement as necessary to maintain the project schedules and/or terminate this contract under this agreement. Shepherds acknowledges the substantial administrative burden and expense to monitor and police the conduct of Shepherds personnel that will be suffered by Client if Shepherds personnel do not abide by this agreement.

XXIII. Governing Law. This Agreement shall be governed under the laws in the State of Indiana.

XXIV. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such cases, the affected provision or section shall be enforced as so limited.

XXV. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Shepherds.

Client's Signature	Date	Printed Name
--------------------	------	--------------

Shepherd's Signature	Date	Printed Name
----------------------	------	--------------



VIGO COUNTY
PARKS & RECREATION
DEPARTMENT



DRAFT

Exhibit A Project Map



YIGO COUNTY
PARKS & RECREATION
DEPARTMENT



Exhibit B

Project Scope of Work

DRAFT

SECTION 005214 - STANDARD FORM OF AGREEMENT

PART 1 - GENERAL

1.1 GENERAL INFORMATION

- A. The Agreement shall be issued by the Shepherds of Griffin Bike Park. This mutually agreed upon document will become a part of the Contract Documents of the successful Bidder.

PART 2 – NOT USED

PART 3 – EXECUTION

3.1 AGREEMENT

- A. By submitting a Bid Proposal for the Vigo County Parks and Recreation, Contractor is agreeing to all terms, conditions, and requirements of the Agreement.
- B. No subcontract agreement modifications will be made, except for terms modified by other sections of this Project Manual.

END OF SECTION 005214

SECTION 006216 – INSURANCE CERTIFICATES

PART 1 - GENERAL

1.1 INSURANCE REQUIREMENTS

A. Additional document(s) included in this Project Manual section as attached:

1. Schedule of Coverages

PART 2 – PRODUCTS

2.1 WORKERS COMPENSATION INSURANCE

A. Individual Prime, Contractors, Subcontractors, etc. shall provide their own Workers Compensation insurance.

2.2 BUILDER’S RISK INSURANCE

A. Shepherds of Griffin Bike Park may provide Builder’s Risk Insurance.

PART 3 – EXECUTION

3.1 Insurance requirements necessary to complete installations are included in Base Bid. A Certificate of Insurance must be issued to the Owner prior to commencement of Work at the site. Identify additional insured as required.

3.2 The Contractor is required to keep a valid Certificate of Insurance on file for a period of three (3) years from the date of Substantial Completion.

3.3 By submitting a Bid Proposal for the Griffin Bike Park Restroom, Contractor is agreeing to all terms, conditions, and requirements of the insurance requirements. No insurance requirement modifications will be made.

END OF SECTION 006216

SECTION 006216 - INSURANCE CERTIFICATES

Certificates of Insurance are to include the following coverages:

GENERAL LIABILITY INSURANCE		
Occurrence box must be checked		
General Aggregate	OR	\$ 2,000,000
General Aggregate + Umbrella		\$ 3,000,000
Products – Comp/Op Aggregate	OR	\$ 2,000,000
Products – Comp/Op Aggregate + Umbrella		\$ 3,000,000
Personal & Adv. Injuries	OR	\$ 1,000,000
Personal & Adv. Injuries + Umbrella		\$ 2,000,000
Each Occurrence	OR	\$ 1,000,000
Each Occurrence + Umbrella		\$ 2,000,000
AUTOMOBILE LIABILITY INSURANCE		
Combined Single Limit	OR	\$ 1,000,000
Combined Single Limit + Umbrella		\$ 2,000,000
OR		
Bodily Injury (per person)		\$ 1,000,000
Bodily Injury (per accident) or Property Damage (per accident)		\$
1,000,000 Bodily Injury (per person) + Umbrella		\$
2,000,000		
Bodily Injury (per accident) + Umbrella		\$ 2,000,000
Property Damage + Umbrella		\$ 2,000,000
EXCESS LIABILITY INSURANCE		
Umbrella		\$ 1,000,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY		
Statutory Limits box must be checked		
Each Accident (Employers Liability)	OR	\$ 500,000
Each Accident + Umbrella		\$
		1,500,000
Disease – Policy Limit (Employers Liability)	OR	\$ 500,000
Disease – Policy Limit + Umbrella		\$
		1,500,000
Disease – Each Employee (Employers Liability)	OR	\$ 500,000
Disease – Each Employee + Umbrella		\$
		1,500,000
PROFESSIONAL LIABILITY INSURANCE (required for all Professional Service Vendors)		
Each Claim		\$ 1,000,000
Aggregate		\$ 1,000,000

1. All liability insurance policies shall name Garmong Construction Services, Vigo County Commissioners and DLZ Indiana LLC. as additional insured parties and shall be non-contributory and primary coverage for the additional insureds. The form used for additional insured coverage shall be on form CG 2010, 1985 edition, or equivalent, and shall not exclude products/completed

INSURANCE REQUIREMENTS

operations hazard coverage. The completed operations coverage shall be kept in effect for 3 years following completion of the Contractor's work. Note: G17957B is not acceptable.

2. Notice of Cancellation or Change is required a minimum of 30 days prior and must be listed on the Certificate of Insurance.

SECTION 011000 - SUMMARY

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Work phases.
 - 4. Work under other contracts.
 - 5. Products ordered in advance.
 - 6. Owner-furnished products.
 - 7. Use of premises.
 - 8. Owner's occupancy requirements.
 - 9. Work restrictions.
 - 10. Specification formats and conventions.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Griffin Bike Park Restroom
 - 1. Project Location: 10700 Bono Road, Terre Haute, IN 47802
- B. Owner: Vigo County Parks and Recreation
 - 1. Owner's Representative: Adam Grossman, Vigo County Parks & Recreation
 - 2. Project financier: Shepherds of Griffin Bike Park: Gene Griffin
- C. Construction Consultant: Mike Peterson 812-208-0851
 - 1. Construction Consultant has been engaged for this Project to serve as an advisor to Owner and to aid in administering the Contract for Construction between Owner and each Contractor.
 - 2. Construction Consultant for this Project is Owner's Representative. In Divisions 1 through 33 Sections, the terms "Contractor" and "Prime Contractor" are synonymous.

1.4 TYPE OF CONTRACT

- A. Project will be constructed under multiple contracts. Multiple contracts are separate contracts representing significant construction activities between Owner and separate contractors. Each contract is performed concurrently and coordinated closely with construction activities of the Project under each contract.

1.5 USE OF PREMISES

- A. General: Each Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Each Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

1.6 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally during normal business working hours of 7:00 a.m. to 5:00 p.m. (local time at Project site,) Monday through Friday, except otherwise indicated.
 - 1. Weekend Hours: With written permission of the Owner.
 - 2. Early Morning Hours: With written permission of the Owner.
 - 3. Hours for Utility Shutdowns: With written permission of the Owner.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner written permission.
 - 3. Follow Owner's mandatory orientation requirements.
- C. Work Restrictions:
 - 1. Construction personnel shall be fully clothed, and shirts shall not be removed at any time.
 - 2. Radios or other electronic devices which create music and/or loud noise are not allowed at any time.
 - 3. Construction personnel shall only enter and exit the Project site via the construction gate, where a construction gate is indicated.
 - 4. Construction personnel shall only park in the areas designated for construction parking. Violators shall be towed at vehicle owner's expense.
 - 5. Construction personnel shall not leave construction work areas and enter areas occupied or being used by the Owner or public without permission from the Owner.
 - 6. Smoking and smokeless tobacco is prohibited in any portion of the building or any portion of the Project site.
 - 7. Any construction personnel violating safety (OSHA) rules shall be immediately removed from the Project site.
 - 8. Any construction personnel creating a disturbance or litter other than that produced by the Work shall be immediately removed from the Project site.
 - 9. These work restrictions shall become a part of all subcontracts as a contractual requirement.

1.7 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 33-division format and CSI/CSC's "Master Format" numbering system.

1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

END OF SECTION 01 10 00