

**REVISED AGENDA
BOARD OF PUBLIC WORKS
July 21, 2015**

A Special Meeting of the Board of Public Works to be Held Tuesday, July 21, 2015 at 5:30 p.m., in the Council Library Suite 110 of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. AWARDING OF BIDS

1. Award the contract for structural work to Council Chamber video wall.

IV. NEW BUSINESS

1. Request for Noise Permit for Defund Planned Parenthood Rally (Tuesday. 7/28)
2. Approve Change Order #5 for 4th Street Parking Garage Repairs

V. STAFF REPORTS & OTHER BUSINESS

VI. ADJOURNMENT



Board of Public Works Staff Report

Project/Event: Structural Work on Video Wall in Council Chambers

Petitioner/Representative: Dept. of Public Works

Staff Representative: Susie Johnson

Meeting Date: July 21, 2015

The Department of Public Works (DPW) requested quotes from three contractors to modify the two video walls in the Council Chambers so they could support a variety of video screens, wiring etc.

We received quotes from Fox Construction for \$38,000, Strauser Construction at \$41,200 and General Interiors at \$44,025.

Additionally HFI, our HVAC provider, will take care of the minor HVAC work associated with this project in an amount not to exceed \$1,200

Barry Collins, Director of Facilities has reviewed each of the quotes and recommends we award the contract to Fox Construction.

Recommend **Approval by Barry Collins**

PROJECT NAME: Audio/Visual Project in Council Chambers

AGREEMENT FOR SERVICES

This Agreement, entered into on this _____ day of _____, 2015, by and through the Board of Public Works (hereinafter referred to as "Board"), and Fox Construction Company, Inc., (hereinafter referred to as "Contractor"), and Harrell-Fish, Inc., (hereinafter referred to as "Subcontractor"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **maintain the quality of City facilities; and**

WHEREAS, the Board requires the services of professional Contractors in order to **upgrade and improve the Council Chambers in City Hall to accommodate the installation of an enhanced audio/visual system**, which shall be hereinafter referred to as "the Services", and the Board wishes to have the flexibility to assign additional tasks to the contractor at its discretion, and;

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Contractor and Subcontractor are willing and able to provide such Services to the Board;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services: Contractor shall provide required Services for the Board as set forth in Exhibit A1, Scope of Services. Exhibit A1 is attached hereto and incorporated herein by reference as though fully set forth. Subcontractor shall provide Services for the Board as set forth in Exhibit A2, Scope of Services. Exhibit A2 is attached hereto and incorporated herein by reference as though fully set forth.

Contractor and Subcontractor shall diligently pursue their work under this Agreement and shall complete the Services as described in Exhibits A1 and A2 in a timely manner. Contractor and Subcontractor shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project. Subcontractor is a Tier 2 contractor for this project.

In the performance of Contractor's and Subcontractor's work, each agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Facilities Management Coordinator or his designee designated by the Board as project coordinator.

Contractor and Subcontractor agree that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Contractor and Subcontractor shall be responsible for completion of the Services in a manner to meet high professional standards consistent with their professions in the location and at the time of the rendering of the services. The Board Representative or his designee shall be the sole judge of the adequacy of the work in meeting such standards. However, the Board's Representative or his designee shall not unreasonably withhold his approval as to the adequacy of such performance.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Contractor and Subcontractor shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Contractor and Subcontractor with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Contractor and Subcontractor may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Barry Collins, Facilities Management Coordinator, Public Works Department ("Collins"), or his designee, Peter Remillard ("Remillard"), to serve as the Board's representative for the project. Collins or Remillard shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to Board's requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. Compensation: The Board shall pay Contractor and Subcontractor a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amounts of:

Thirty-Nine Thousand, Two Hundred Dollars (\$39,200) – Not To Exceed Amount

This amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. The total compensation paid under this Agreement to Contractor shall not exceed Thirty-Eight Thousand Dollars (\$38,000). The total

compensation paid under this Agreement to Subcontractor shall not exceed One Thousand Two Hundred Dollars (\$1,200). Payments will be made according to Contractor and Subcontractor's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibits A1 and A2, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within thirty (30) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

2. Billing Records:

Contractor and Subcontractor shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Contractor and Subcontractor shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other parties shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other parties.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Contractor and/or Subcontractor. The Contractor and/or Subcontractor shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Contractor and/or Subcontractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Contractor's and/or Subcontractor's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor or Subcontractor in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

Article 8. Identity of Contractor: Contractor and Subcontractor acknowledge that one of the primary reasons for their selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Contractor and Subcontractor have represented will be responsible there for. Contractor and Subcontractor thus agree that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Contractor. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the personnel, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Cost Estimates: All estimates of construction cost to be provided by Contractor and Subcontractor shall represent the best judgment of Contractor and Subcontractor based upon the information currently available and upon Contractor and Subcontractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor, Subcontractor nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Contractor and Subcontractor cannot and do not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Contractor or Subcontractor pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however any reuse without prior written verification or adaptation by Contractor or Subcontractor for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Contractor or Subcontractor. The Board shall indemnify and hold harmless the Contractor and Subcontractor against all Judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Contractor or Subcontractor will entitle the Contractor or Subcontractor to additional compensation at rates to be agreed upon by the Board and the Contractor.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Contractor and Subcontractor and

furnished to the Board as part of the Services shall become the property of the Board. Contractor and Subcontractor shall retain their ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant or Subcontractor.

Article 12. Independent Contractor Status: During the entire term of this Agreement, Contractor and Subcontractor shall be independent contractors, and in no event shall any of their personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 13. Indemnification: To the fullest extent permitted by law, Contractor and Subcontractor shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Contractor or Subcontractor or any of Contractor or Subcontractor's officers, directors, partners, employees, or subcontractor in the performance of services under this Agreement.

Article 14. Insurance: During the performance of any and all Services under this Agreement, Contractor and Subcontractor shall each maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Contractor and Subcontractor shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Contractor and/or Subcontractor may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Contractor or Subcontractor fails or refuses to procure or maintain the

insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

Article 15. Conflict of Interest: Contractor and Subcontractor declare that neither has a present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Contractor and Subcontractor agree that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. Assignment: Neither the Board nor the Contractor or Subcontractor shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Contractor or Subcontractor may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board, the Contractor and Subcontractor.

Article 20. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 21. Non-Discrimination: Contractor and Subcontractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Article 22. Compliance with Laws: In performing the Services under this Agreement, Contractor and Subcontractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Contractor and Subcontractor shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Contractor and Subcontractor shall proceed

using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses below:

Board:

City of Bloomington
Office of the Controller
Attn: Julie Martindale
401 N. Morton Street
Suite # 240
Bloomington, IN 47404

Contractor:

Fox Construction Company, Inc.
Attn: Anthony J. Fox
6931 South Old State Road 37
Bloomington, IN 47403

Subcontractor:

Harrell-Fish, Inc.
Attn: Aaron Wagoner
2010 Vernal Pike
P. O. Box 1998
Bloomington, IN 47402-1998

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Board, the Contractor, and Subcontractor.

Article 24. Intent to be Bound: The Board, the Contractor, and the Subcontractor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Contractor and Subcontractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 26. Verification of New Employee' Employment Status: Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached as Exhibit E1, affirming that Contractor does not knowingly employ an unauthorized alien. Subcontractor shall sign an affidavit, attached as Exhibit E2, affirming that Subcontractor does not knowingly employ an unauthorized alien. "Unauthorized

alien” is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the Commission obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Commission shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) day period, the Commission shall terminate the Agreement, unless the Commission determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Commission may allow the Agreement to remain in effect until the Commission procures a new Contractor. If the Commission terminated the Agreement, the Contractor or its subcontractor is liable to the Commission for the actual damages.

Contractor shall require any subcontractors performing work under this Agreement to verify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors’ certifications throughout the term of this Agreement with the Commission.

Exhibits E1 and E2 are attached hereto and incorporated herein by reference as though fully set forth.

Article 27. No Investment in Iran: Contractor and Subcontractor are required to certify that they do not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

Contractor and Subcontractor shall sign an affidavit, attached as Exhibits F1 and F2, affirming that the Contractor and Subcontractor are not engaged in said investment activities. Exhibits F1 and F2 are attached hereto and incorporated herein by reference as though fully set forth.

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

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

Owner
City of Bloomington
Board of Public Works

By: _____

Charlotte Zietlow, President

By: _____
Mark Kruzan,
Mayor

Contractor

Fox Construction Company, Inc.

By: _____
Anthony J. Fox, President

Subcontractor

Harrell-Fish, Inc.

By: _____
Aaron Wagoner, Account Manager

EXHIBIT A1 – Scope of Services

Fox Construction Company, Inc.

Scope of Work Council Chambers Audio/Visual Project 2015

In addition to completing all work as described on drawings AD101 and AE101 the following work shall include but is not limited to:

1. Contractor must visit the project site prior to submitting any quote and or estimate for the work to be completed.
2. Owner shall provide access for the contractor to view the project site based on owner/contractor availability.
3. Owner shall remove all furniture prior to the contractor starting any work.
4. Contractor shall take great care to cover and or seal all surfaces, equipment, furniture and HVAC systems prior to, during and after the start of any construction.
5. Contractor at his expense shall apply for and obtain any and all needed permits as per local and state building codes require.
6. Contractor shall complete and return a W-9 and the City preferred method of payment form EFT, these forms will be supplied at the time contract is awarded.
7. Contractor shall complete vendor forms and supply the City with current proof of insurance.
8. Contractor shall supply the project manager with a complete timeline of the entire construction process. Given this project needs to be completed as soon as possible, the construction work schedules shall be modified to ensure the completion of the project in the shortest amount of time possible.
9. It is possible and expected the contractor may start work as early as 6:00am and end work at 11:00pm each day of the week to include weekends and holidays.
10. Contractor shall keep an extremely orderly project at all times given the nature and location of this project.
11. Contractor shall continually keep all debris orderly and cleaned-up with all construction debris removed on a daily basis to a code legal dump site.
12. Owner will supply the contractor with a staging area materials and tools located with-in the construction area.
13. Contractor shall provide all tools and equipment necessary to complete all tasks associated with the entire project.
14. Contractor shall coordinate all work with the project manager and all other subcontractors.
15. Contractor shall submit all requests for changes in writing and receive approval, to the project manager prior to making any changes or completing any work not covered in the drawings and or scope of work.

Work to be completed:

1. Cover all flooring and furniture with 10 mil. plastic sheeting and canvas drop clothes over that.
2. Seal off all HVAC supply and return vents and ducts with 10 mil plastic secured by "zip ties" and or duct tape.
3. Place 1/2" OSB or plywood over all area's where man lift's, ladders and or any other equipment used to gain access to the upper elevations.
4. Remove all trim and save for possible reuse (owner will supply and area for this)
5. Remove the HVAC grilles and diffusers and save for possible reuse.
6. Remove all drywall form the bulk heads on both sides of the of Council Chambers down to the stud work.
7. Remove or relocate all HVAC duct work as needed, save for reuse.
8. Complete the reinforcing of the bulkhead as per the methods and procedures stated on drawing AE101.
9. Have all reinforcing and framing inspected and provide project manager with a copy of the approved or passed inspection report.
10. Coordinate with all sub-contractors and the project manager to have all HVAC, electrical conduit, raceways and cabling rough-in's completed.
11. After all rough-in have been completed cover all stud surfaces with 3/4" CDX plywood sheathing screwed in place.
12. Apply 5/8" drywall over all 3/4" CDX plywood screwed in place.
13. Apply corner bead, mesh tape and paper tape as needed to accept drywall compound to produce and flat defect free smooth surface over the entire area.
14. Apply over the finished drywall 1 coat of a quality drywall sealer and a minimum of two (2) finish coats of paint to match existing finishes and colors.
15. Finish the installation of the HVAC grilles and diffusers.
16. After the 9 monitors have been installed on the bulkheads install a finished cherry frame around all monitors (size and Style to be determined)
17. Replace and or trim off all remaining area's.
18. In the 4 glass by each entrance door create a space to house 4 monitors, 1 in each glass opening. Each monitor shall be mounted to a hinged door, drawings to follow.
19. Completely clean-up and remove all tools, equipment, debris and have all surfaces professionally cleaned and carpets shampooed.

EXHIBIT A2 – Scope of Services

Harrell-Fish, Inc.

- 1. Remove existing wall slot diffusers.**

- 2. Flash between existing supply duct boxes and new plywood and drywall. Flashing will ensure that no air leaks are present between the existing supply air box and the existing slot diffusers.**

- 3. All structural support threaded rods shall pass inside of existing supply air boxes. The penetrations shall be a .5” larger than the outside diameter of the threaded rod to allow for grommets/vibration isolators (will cut down on sound nuisances).**

- 4. Furnish and install all necessary material to seal around each of the eight (8) threaded rods.**

EXHIBIT B -- Compensation

This project is to be completed with an agreed Not to Exceed Cost of **Thirty-Nine Thousand, Two Hundred Dollars (\$39,200)**.

The total compensation paid under this Agreement to Contractor shall not exceed **Thirty-Eight Thousand Dollars (\$38,000)**.

The total compensation paid under this Agreement to Subcontractor shall not exceed **One Thousand Two Hundred Dollars (\$1,200)**.

EXHIBIT C – Schedule

Contractor and Subcontractor shall complete the work within 28 calendar days from the issuance date of the Notice to Proceed.

EXHIBIT D – Key Personnel

Fox Construction Company, Inc.

Harrell-Fish, Inc.

EXHIBIT E1

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING E-VERIFY

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____ of Fox Construction Company, Inc.
(job title) (company name)

2. The company named herein that employs the undersigned:

- has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
- is a subcontractor on a contract to provide services to the City of Bloomington.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2015.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

EXHIBIT E2

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING E-VERIFY

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____ of Harrell-Fish, Inc.
(job title) (company name)

2. The company named herein that employs the undersigned:
• has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
• is a subcontractor on a contract to provide services to the City of Bloomington.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2015.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____



Board of Public Works Staff Report

Project/Event: Defund Planned Parenthood Rally

Petitioner/Representative: Dale Seifker

Staff Representative: Susie

Meeting Date: July 21, 2015

Event Date: Tuesday, July 28, 2015

Dale Seifker wishes to hold a rally on the sidewalk in front of Planned Parenthood at 421 S. College on Tuesday, July 28 from 11:30 a.m. – 1:30 p.m. and utilize amplified sound.

BPD has determined that a parade permit is not necessary for this event.

Staff supports the noise permit request.



CITY OF BLOOMINGTON

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3418

Application and Permit Information

This is an application for a permit for relief from Chapter 14.09 (Noise Control) of the Bloomington Municipal Code. Any permit granted by the City of Bloomington must contain all conditions upon which said permit shall be effective. The City may prescribe any reasonable conditions or requirements it deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

Once a completed application is submitted to the City, it will be reviewed by the Board of Public Works. If the permit is approved, the holder must still abide all other city, state, and federal laws.

Contact Miah Michaelsen with any questions: (812) 349-3418 or michaelm@bloomington.in.gov

Event and Noise Information

| | | | |
|--------------------------|---|-------------------------------------|---|
| Name of Event: | Defund Planned Parenthood Rally | | |
| Location of Event: | 421 S. COLLEGE AVE. | | |
| Date of Event: | 7-28-15 | Time of Event: | Start: 11:30 A.M. |
| Calendar Day of Week: | TUESDAY | | End: 1:30 P.M. |
| Description of Event: | SET UP: 11:30 TILL 12:00 SPEAKER: 12:00 TILL 1:00 WRAPUP: 1:00 TILL 1:30 EVENT IS DESIGNED TO DRAW ATTENTION TO P.P.'S ALLEGED SELLING OF ABORTED BABY PARTS | | |
| Source of Noise: | <input type="checkbox"/> Live Band | <input type="checkbox"/> Instrument | <input checked="" type="checkbox"/> Loudspeaker |
| | | | Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Is this a Charity Event? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | If Yes, to Benefit: | |

Applicant Information

| | | | |
|-------------------|--|---------------|--------------|
| Name: | DALE SIEFKER | | |
| Organization: | N/A | Title: | MR. |
| Physical Address: | 8028 W. ST. Rd 48 BLOOMINGTON, IN. 47404 | | |
| Email Address: | dale.sieffer@gmail.com | Phone Number: | 812 279 7169 |
| Signature: | | Date: | 7-20-15 |

FOR CITY OF BLOOMINGTON USE ONLY

In accordance with Section 14.09.070 of the Bloomington Municipal Code, We, the Board of Public Works, the designee of the Mayor of the City of Bloomington, hereby waives the City Noise Ordinance for the above mentioned event.

| | |
|---------------------------------|-------------------------|
| BOARD OF PUBLIC WORKS | |
| Charlotte T. Zietlow, President | Duane Busick |
| Date | Dr. Frank N. Hrisomalos |



Board of Public Works MEMO

Project/Event: 4th Street Parking Garage Repairs

Petitioner/Representative: Public Works/Facilities

Staff Representative: Barry Collins

Meeting Date: July 21, 2015

Carl E. Most & Sons has submitted change order #5 in the amount \$38,850.00. This would cover the cost to complete additional full depth repairs at the 4th Street Garage. These repairs are due the delaminating and deteriorating concrete at the locations indicated on the drawings also submitted with this request.

The extra work stated in Change Order #5 has been inspected and all dimensions have been verified by Barry Collins. Due to the conditions presented and to properly complete the project we are recommending this change order be approved.

Recommend **Approval** **Denial by** **Barry Collins**

City of Bloomington**CHANGE ORDER**401 N. Morton Street, PO Box 100
Bloomington, IN 47402Phone:
Fax:**No. 5**

TITLE: Change Order **DATE:** 06/04/2015**PROJECT:** 4th Street Parking Garage Repairs**TO:** Attn: John J. Most
Carl E. Most & Son, Inc.
1091 Kentucky Ave
Indianapolis, IN 46221
Phone:317-632-4587 Fax:317-632-6234**CONTRACT/PO:** PW2014-009-451**CONTRACT DATE:** 12/23/2014**STARTED:****COMPLETED:****REQUIRED:**

DESCRIPTION

Additional Full Depth (Topping/Double Tee) Repairs per attached Drawing

370 s/f @ \$105.00/s.f.

Total: \$38,850.00

| | |
|--|--------------|
| The original Contract Sum was | \$108,340.87 |
| The net change by previously authorized Change Orders is | \$103,458.44 |
| The Contract Sum prior to this Change Order was | \$211,799.31 |
| The Contract Sum will be increased by this Change Order in the amount of | \$38,850.00 |
| The new Contract Sum including this Change Order will be | \$250,649.31 |
| The Contract Time will be increased by | 0 days |
| The date of Substantial Completion as of this Change Order therefore is | Unchanged |

ACCEPTED

Carl E. Most & Son, Inc.

City of Bloomington

Board of Public Works

By: _____
John J. Most**By:** _____
Barry Collins**By:** _____
Charlotte Zietlow**Date:** _____**Date:** _____**Date:** _____

