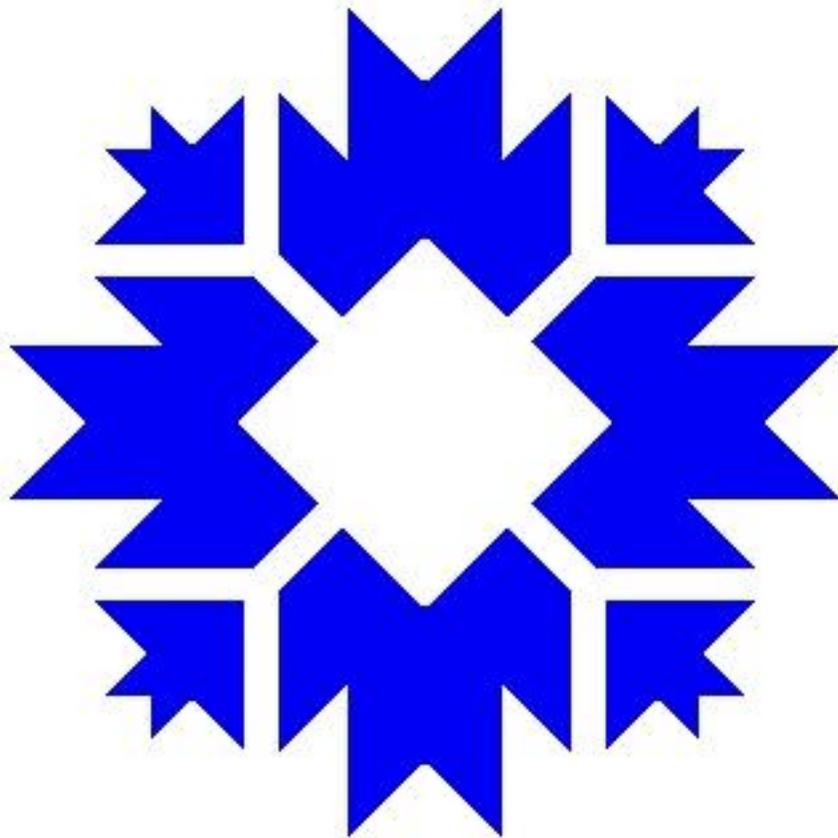


Board of Public Works Meeting

January 5, 2016



AGENDA
BOARD OF PUBLIC WORKS
(This Meeting May be Televised)

A Regular Meeting of the Board of Public Work to be Held Tuesday, January 5, 2016 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

- I. **ELECTION OF OFFICERS**
- II. **MESSAGES FROM BOARD MEMBERS**
- III. **APPROVAL OF MINUTES** – December 15, 2015
- IV. **PETITIONS & REMONSTRANCES**
- V. **TITLE VI ENFORCEMENT**
- VI. **NEW BUSINESS**
 - 1. Request Permission to Abate Unsafe Structure at 825 W. 8th Street
 - 2. Approve Carpet Replacement Agreement with Bounds & McPike at City Hall Facility
 - 3. Approve Wallpaper Removal and Painting Services Agreement with Wisley Painting at City Hall Facility
 - 4. Approve Rekeying Services Agreement with Indiana Door & Hardware for City Hall Facility
 - 5. Resolution 2016-01: To Confirm the Appointment of Adam G. Wason as Public Works Director
- VII. **STAFF REPORTS & OTHER BUSINESS**
- XI. **ADJOURNMENT**

The Board of Public Works meeting was held on Tuesday, December 15, 2015 at 5:30 p.m. in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana with Charlotte Zietlow presiding.

**REGULAR
MEETING OF THE
BOARD OF
PUBLIC WORKS**

Present: Charlotte Zietlow
Duane Busick

ROLL CALL

City Staff: Susie Johnson – Public Works
Roy Aten – Planning and Transportation
Rick Alexander – Planning and Transportation
Christina Smith – Public Works
Barry Collins – Facilities Maintenance
Jeff Heerdink – Planning and Transportation
Doris Sims – Human Resources
Valerie Hosea – Public Works

Busick expressed his condolences to the family of Dr. Frank Hrisomalos; who passed away a little over a week ago. He served on the board since 1976, under four democratic administrations, as a registered republican. Hrisomalos served the community in many ways. His service to this board and the community over the decades has been very greatly appreciated.

**MESSAGES FROM
BOARD MEMBERS**

Zietlow explained that he also provided an institution memory that is simply gone. There were very few people in this town who did not know “Dr. Frank.” It is the passing of a very significant person.

Busick moved to approve the minutes. Zietlow seconded the motion. The motion passed. The minutes from December 1, 2015 were approved as submitted.

**APPROVAL OF
MINUTES -
December 1, 2015**

None

**PETITIONS &
REMONSTRANCES**

None

**TITLE VI
ENFORCEMENT**

Busick opened Sealed Proposals for the LED Lighting Fixture Upgrades for City Facilities Project.

**Open Sealed
Proposals for LED
Lighting Fixture
Upgrades for City
Facilities**

Susie Johnson, with Public Works, explained there are several items that are included in these proposals. Staff will review each individual item in the proposal and come forward with a recommendation at the next meeting.

Zietlow asked if this is important so that the public can know who submitted the proposals.

Johnson said it is for that and so the public knows the proposals were sealed.

Proposals were received from the following companies:

- Huston Electric Incorporated
- Eco Lighthing Solutions, Indianapolis, Indiana

OLD BUSINESS

Revised Change Order: Amend Fund Allocation for Change Order #2, 3, & 4 for 17th and Jordan Intersection Improvements Project

Zietlow explained this is for informational purposes.

Roy Aten, with Planning and Transportation, explained at the 10/06/15 meeting of the Board of Public Works, the Board approved change orders 2, 3 and 4 for the 17th and Jordan Intersection Project. At that meeting, Staff represented the funding source as an 80/20 split, with the City being responsible for \$3,605.40. After that meeting, we were informed that the Federal participation share of 80% was not available to cover the change orders, thus making the entire amount of \$25,992.39 the responsibility of the City

The sole purpose of this report is to update the Board on the adjustment in the funding source for the change orders. The report is intended to be informative and no other items related to the change orders have been altered since the 10/06/15 Board approval.

Zietlow asked how the amount will be paid.

Aten said it will be paid out the department's Cum Cap Fund.

NEW BUSINESS

Zietlow addressed Item #10 on the Agenda, first.

Alexander explained the County is in the process of building a new parking garage at the corner of 8th and Morton. At its June 30th meeting, the Board approved the use of the adjoining right of way for the purpose of constructing the facility. Now, the petitioner is requesting permission to encroach into the public right of way with several building features. There would be four awnings, each 18 feet long, along the front facing Morton. Two street lights would also be added to the streetscape of Morton and one would be installed on 8th Street. The stair towers in the northwest and southeast corners of the building have entryway canopies and rooftop canopies that overhang the right of way. The required fire department connections would be installed in the street bump-out at the corner of 8th and Morton.

**Resolution 2015-117:
Encroachments at
312 North Morton
Street**

This project was approved by the Plan Commission earlier in the year as case SP-2-15 with the building features included. The encroachments are typical of a downtown structure and will not impede pedestrian traffic. The Fire Department requires there connection to be away from the building. Street trees will be planted in tree grates on both 8th and Morton. There will be metered angled parking along Morton and metered parallel parking on 8th Street. A resolution with a hold harmless agreement has been prepared by city staff which will need to be signed by the petitioners. Staff recommends approval.

Jeff Fanyo, with Bynum-Fanyo Associates,

Busick asked if it is usual for Parking Garages to have canopies.

Fanyo explained their UDO that requires the canopies. They have to have 3 of 5 features on the building and Canopies is one feature. There has to be a façade that looks like a store on Morton, and that is why there will have to be canopies there.

Busick made a motion to approve Resolution 2015-117: Encroachments at 312 North Morton Street. Zietlow seconded the motion. The motion passed. Resolution 2015-117 approved.

Rick Alexander, with Planning and Transportation, explained a new building to be known as the Moonburn Building is being constructed on North Morton's east side between 9th and 10th Streets. In the downtown area, buildings are built to the property line. Consequently, any building features that extend out from the building would encroach into the right of way. Those include a building canopy and a roof overhang. Additionally, there are required installations that would need to be in the public right of way. Planning requires bike racks and a street light to be installed. The roof overhang and building canopy encroachments are typical of buildings in the downtown. Neither one extends more than 3 feet into the right of way. They are above the pedestrian pathway by more than 10 feet. The street light and bike racks would be in line with the tree grates and would not be in the pedestrian pathway of North Morton. There is no on-street parking directly in front of the building. A right of way excavation permit is required for the installation of the in-ground encroachments. There is an encroachment agreement with a Hold-Harmless agreement.

**Resolution 2015-108:
Request to encroach
into Public Right of
Way with Canopy
and Roof Overhang
at 526 N. Morton
Street (Moonburn
Building)**

Busick asked if the other buildings in the area have this type of encroachments.

Alexander said they do.

David Ferguson, the Moonburn Building owner, discussed the inspiration for the building name, a Hoagy Carmichael song. It is required to have commercial space there. There will be 3 large and 31 small, single-rental units.

Busick made a motion to approve Resolution 2015-108: Request to encroach into Public Right of Way with Canopy and Roof Overhang at 526 N. Morton Street (Moonburn Building). Zietlow seconded the motion. The motion passed. Resolution 2015-108 approved.

Christina Smith, with Public Works, explained Dale Seifker from Christian Citizens for Life (CCFL) organization wishes to hold a Rally for Life Event on the Courthouse Lawn on Sunday, January 17th from 1:00 p.m. – 5:00 p.m. and utilize amplified sound. The Monroe County Government Building supports the request. City staff supports the noise permit request.

**Request for Noise
Permit for Rally for
Life Event (Sunday,
1/17/16)**

Busick made a motion to approve the Request for Noise Permit for Rally for Life Event (Sunday, 1/17/16). Zietlow seconded the motion. The motion passed. Noise Permit approved.

Zietlow explained there was a request in conjunction with this, to re-carpet and repaint the Mayor's Office, due to a house allergy reason. She stated that this issue has been addressed in a number of ways.

**Request to Use
Showers Common
and Plaza for Mayor-
Elect John
Hamilton's City Hall
Open House (1/1/16)**

Barry Collins, Facilities explained it makes sense to do this while that office space is empty and before the new person moves in. He and his team can get that done before the new mayor moves in.

Zietlow expressed that the entire building may need to be looked at in terms of the carpeting and fabric covering for the dry-wall.

Collins explained the only location that has this would be the Mayor's office.

Zietlow asked if there have been any major changes on carpeting and wall coverings in the interim.

Collins said there has not.

Zietlow suggested that the new administration work on looking at the whole building in a systemic way so that can be taken care of.

Collins said he will work with the new administration on that suggestion.

Busick asked if this problem came to light as a result of the renovations that took place in the Council Chambers.

Collins said there has been no testing to corroborate that theory.

Zietlow expressed her appreciation for the work Barry and his team have done.

Busick made a motion to the Request to Use Showers Common and Plaza for Mayor-Elect John Hamilton's City Hall Open House (1/1/16) from 10a.m. until 3p.m. Zietlow seconded the motion. The motion passed. Request approved.

Smith explained Public Works has partnered with South Central Community Action Program (SCCAP) to provide trash stickers to income eligible families since 1994. This agreement allows the Community Action Program to distribute 12,000 stickers during the 2016 calendar year. Staff is supportive of the request.

**Resolution 2015-116:
2016 Agreement with
South Central
Community Action
Program for Trash
Stickers**

Busick asked how many families this affects.

Smith said she can advise him, upon her receipt of some information she requested earlier in the week. Every quarter, income-eligible families will be given a total of 3,000 trash stickers.

Busick made a motion to Approve Resolution 2015-116: 2016 Agreement with South Central Community Action Program for Trash Stickers. Zietlow seconded the motion. The motion passed. Resolution 2015-116 approved.

Smith explained this maintenance agreement is for fourteen new energy efficient LED street lights being installed along the north side of East 17th Street between North Dunn Street and North Fee Lane. The City will lease these lights through Duke Energy and will pay for the equipment costs in the amount of the \$79,512.16 with a monthly cost of \$8.18 per light. Funding for these lights will come out of the Local Roads and Streets fund.

**Approve Outdoor
Lighting Service
Agreement with
Duke Energy for
LED Replacement
Street Lights along
East 17th Street (N.
Dunn Street to N.
Fee Lane)**

The existing nineteen lights are twenty-nine years old and need to be replaced. These LED street lights will become the City's new standard roadway light utilized in future lighting plans and projects.

Staff has reviewed the agreement and recommends approval of the Outdoor Lighting Service Agreement with Duke Energy for East 17th Street between North Dunn Street and North Fee Lane.

Zietlow asked if this is on the City Right-of-Way.

Smith said it is on City ROW, and the area is maintained by the City.

Zietlow asked if there are sidewalks there.

Smith said there are not. It is the University's responsibility to install a side path.

Busick asked if they are eliminating five poles and lights.

Smith said yes. She explained the accompanying illustration.

Zietlow asked if the lighting it will be better and less expensive.

Smith said it will be. The industry standard is a 10-year replacement.

Busick discussed how important streetlights are to pedestrian safety.

Busick made a motion to the Outdoor Lighting Service Agreement with Duke Energy for LED Replacement Street Lights along East 17th Street (N. Dunn Street to N. Fee Lane) Project. Zietlow seconded the motion. The motion passed. Contract approved.

Jeff Heerdink, with Planning and Transportation, explained the City of Bloomington developed plans for the construction of a sidewalk on the east side of Kinser Pike from 17th Street to the existing sidewalk north of 17th Street. Sealed quotes for construction of the Kinser Pike Sidewalk project were opened at the December, 1st 2015 Board of Public Works meeting. The results were as follows:

- Milestone submitted \$292,150.00;
- E&B Paving submitted \$210,750.00;
- Crider & Crider submitted \$210,575.00; and
- C&H Lawn and Landscaping submitted \$119,780.00.

The project is funded by the City Council Sidewalk Committee (budget line 454).

Staff reviewed the quotes for the Kinser Pike Sidewalk Project and recommends that the contract be awarded to C&H Lawn and Landscaping, Inc. as the lowest responsive quote for an amount not to exceed \$119,780.00.

Busick asked how long the project site is.

Heerdink approximated 800 feet.

Busick made a motion to Award Kinser Pike Sidewalk Construction Contract to C&H Lawn and Landscaping for the submitted \$119,780. Zietlow seconded the motion. The motion passed. Contract approved.

Heerdink explained This project primarily involves the construction of ADA compliant curb ramps along Clarizz Blvd from E 3rd Street to Moores Pike. Sealed quotes for construction of the Clarizz Blvd Handicap Ramp Replacements project were opened at the December 1, 2015 Board of Public Works meeting. The results were as follows:

- Milestone submitted \$154,000.00;
- Crider & Crider submitted \$82,500.00;
- Hostetler Concrete \$63,262.00;
- Groomer Construction \$ 48,687.00; and
- C&H Lawn and Landscaping submitted \$18,271.00.

In a meeting with the low quoter, C&H Lawn and Landscaping, staff discovered C&H Lawn and Landscaping made errors in their quote, and C&H Lawn and Landscaping asked to retract their quote.

The project is funded by City's Alternative Transportation construction budget line (454).

Staff reviewed the quotes for the Clarizz BLVD Handicap Ramp Replacements project and recommends the contract be awarded to

Award Kinser Pike Sidewalk Construction Contract to C&H Lawn and Landscaping

Award Clarizz Boulevard Ramp Enhancement Construction Contract to Groomer Construction

Groomer Construction as the lowest responsive quoter for an amount not to exceed \$48,687.00

Busick explained he feels this is a good project given the amount of senior citizens residing in that area. This would give them a pedestrian route to the mall.

Busick made a motion to Award Clarizz Boulevard Ramp Enhancement Construction Contract to Groomer Construction. Zietlow seconded the motion. The motion passed. Contract approved.

Heerdink explained the City of Bloomington developed plans for the construction of a new sidewalk on the east side of Fairview Street from Allen Street to Wylie Street. Sealed bids for construction of the Fairview Sidewalk project were opened at the December 1, 2015, Board of Public Works meeting. The results were as follows:

- Milestone submitted \$337,000.00;
- E&B Paving submitted \$313,300.00;
- Crider & Crider submitted \$296,810.00; and
- Groomer Construction submitted \$216,939.00.

The project is funded by United States Department of Housing and Urban Development (HUD) Community Development Block Grants (CDBG) administered through the City of Bloomington Housing and Neighborhood Development Department (HAND).

Staff reviewed the bids for the Fairview Sidewalk Project and recommends that the contract be awarded to Groomer Construction, Inc. as the lowest responsive bidder for an amount not to exceed \$216,939.00.

Zietlow asked why Fairview Avenue was chosen.

Heerdink said the sidewalk has been worn down from neighborhood usage.

Busick made a motion to Award Fairview Sidewalk Construction Contract to Groomer Construction. Zietlow seconded the motion. The motion passes. Contract approved.

Johnson explained Sealed Proposals were opened a few meetings back to do renovations to the Animal Shelter. The shelter is divided in to two halves, the new half and the old half, built in the early 1097's.

In order to resolve numerous issues with the 1970's era portion of the animal shelter, including unworkable traffic patterns, issues with effective disease control, and antiquated kennel design, an RFP was sent out requesting renovation and expansion design services.

In response to our request for proposals for the Bloomington Animal Care and Control Shelter renovation and expansion design services we received 4 proposals.

| Company | Architectural Services Amount | LEED Services Amount |
|-------------------------------------|--------------------------------------|-----------------------------|
| Matheu Architects, PC | \$160,000 | \$23,500 |
| Tabor Bruce Architecture and Design | \$141,400 | \$21,210 |
| Kirkwood Design Studio, P.C | \$128,000 | \$20,900 |
| Springpoint Architects, P.C. | \$158,000 | \$29,000 |

Award Fairview Sidewalk Construction Contract to Groomer Construction

Award Shelter Renovation and Expansion Design Contract to Kirkwood Design Studio

Our recommendation is to award to Kirkwood Design.

Not only was Kirkwood design studio the lowest bid, but we also appreciate the experience that Kirkwood has behind them. They have worked with the animal shelter for years. We are grateful to them for their financial contributions as well.

Mary Krupinski, of Kirkwood Design Studio, explained that the first part of the project will be going through programming needs that were identified through working with Shelter Planners on a Feasibility Study done back in 2011. There will be a part of that programming effort to confirm what needs to be done. A lot of it has to do with how the animals moved through the project, and separating sick animals from well animals. There's work with the mechanical system. They way that the current dog-runs are designed isn't the most sanitary. There will be some work done to replace those. There's a little bit of work to do up the front areas, but the focus is mostly on the animals and the mechanical systems, and getting a better organization so it's more sanitary for all. Part of the project is the LEED Process and to evaluate that.

Krupinski explained the steps involved in the LEED Process.

Busick asked what sort of templates are out there for redesigning shelters.

Krupinski said in some ways it is not a clean process. The sanitary systems form the dog runs, the wash systems, all have to be reconfigures in the setting. Architecturally there is no problem in "blending." It's really more about working with the existing structure. She planes on working the Shelter Planners to create a very efficient process and filter out the best systems for Bloomington. There are several other consultants that will be working on this project.

Busick made a motion to Award Shelter Renovation and Expansion Design Contract to Kirkwood Design Studio. Zietlow seconded the motion. The motion passed. Contract approved.

Smith explained that each year the last meeting is cancelled between Christmas and New Year's, as there will be no items that require the Board's actions.

**STAFF REPORTS &
OTHER BUSINESS**

Busick made a motion to cancel the December 29th, 2015 meeting. Zietlow seconded. The motion passed. Meeting cancelled.

Zietlow expressed her pleasure in working with the staff members over the years.

Busick moved to approve payroll for 12/11/15. Zietlow seconded the motion. The motion passed. Payroll claims approved in the amount of \$378,721.34.

PAYROLL CLAIMS

Johnson explained this is the end-of-year pool of claims. The City has a lot of departments closing out claims and making the last claims of the year. The Street Department made a large claim totaling \$107,958 to complete filling the second salt barn.

**APPROVAL OF
CLAIMS**

Doris Sims, with Human Resources, addressed the (Indiana Association of Cities and Trusts) IACT claims. She explained the City's Insurance plans and premiums for its employees. She explained a payment is made to this company each month and that payment can fluctuate due to the coverage decisions of the employees.

Zietlow asked what the employees' average premium is.

Sims explained every employee pay the same amount. It averages about \$50 per payroll period, or \$40 per payroll period with the high-deductible.

Busick asked if this is in addition to what the City pays.

Sims explained the premium that you see is the employer contribution which is almost \$300 a pay-period. This is for any employee who works more than 20 hours and is enrolled in the program with single-coverage only.

Sims explained differences in payments made to Nyhart and SIHO.

Busick asked what the difference is between the IACT claims on the regular register and the IACT claims on the SIHO register.

Sims explained they are premium payments for different months (November and December). The City uses multiple insurance providers, including: IACT, Cigna, Nyhart, voluntary and involuntary insurance.

Busick moved to approve the registered special claims in the date range of 12/18/15 in the amount of \$1,290,653.14; and SIHO claims in the amounts of \$788,053.24. Zietlow seconded the motion. Motion passed. Claims approved.

Zietlow called for adjournment. Meeting adjourned at 6:39 p.m.

ADJOURNMENT

Accepted by:

President

Vice-President

Secretary

Date:

Attest to:



City of Bloomington
H.A.N.D.



**City of Bloomington
Housing and Neighborhood Development**

Board of Public Works

Meeting Date: 05 January 2016

Petition Type: Permission to Abate the Unsafe Structure

Address: 013-365810-00 Abel's Lot 12; 825 W. 8th St.

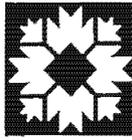
Petitioner: Housing and Neighborhood Development

Inspector: Michael Arnold

Staff Report: 29 June 2015 Sent Order to Repair
 31 August 2015 To Legal
 22 September 2015 BPW for Notice by Publication
 30 October 2015 To Herald Times for Publication
 04 November 2015 Notice by Publication in Herald Times
 05 January 2015 Request Permission to Abate

HAND received a complaint regarding an unsafe structure at this location. On 24 June 2015, a drive by inspection was conducted and it was determined that the structure was unsafe. The porch roof and possibly other portions of the roof are deteriorated and collapsing. An Order to Repair was sent 29 June 2015 and posted on site. The notice was returned as 'not deliverable and unable to forward.' On 22 September 2015 HAND requested and was granted permission by BPW to do Notice by Publication. That Notice was published 04 November 2015. There has been no contact with the owners. The owner's listed on the County records are deceased and no heirs or interested parties have come forward. HAND is requesting permission to abate the property, to ask Monroe County Circuit Court for the appropriate Warrants of Entry in order to legally access the property and to receive bids and complete the necessary work to abate the structure.

Attachments: Orders, Pictures



City of Bloomington
Housing and Neighborhood Development

29 June 2015

Roy and Mabel Raper
825 W. 8th St.
Bloomington IN 47404

**UNSAFE BUILDING
ORDER TO REPAIR**

RE: Structure(s) located at 825 W. 8th St., Bloomington, Indiana 47404
Legal description of relevant property: 013-36580-00 ABels Lot 12

You are the recorded owner of the aforementioned property ("Property"). A recent inspection determined the Property to contain an unsafe structure(s) and revealed violations of Bloomington Municipal Code ("B.M.C.") Chapter 17.16 and Indiana Code ("I.C.") Chapter 36-7-9. Pursuant to B.M.C. Chapter 17.16 and I.C. § 36-7-9-5(a)(2), you are hereby **ORDERED** to **REPAIR THE STRUCTURE(S)** at the above-referenced property within **45** days of receipt of this Order, to wit: by 12 midnight local time on **14 August, 2015**.

The following actions must be taken to comply with this Order:

1. **Contact Monroe County Building Department to determine if a Building Permit is required for the work to be completed.**
2. **If repairs require altering the structure (i.e. changing the roof pitch or removing the porch roof), then the property shall be required to go through the Historic Preservation Commission Demolition Delay process**
3. **Repair the roof on the front porch and seal all grade level openings to prevent unauthorized entry.**
4. **Notify Housing and Neighborhood Development upon completion of the work .**

The structure referenced above is being declared unsafe in accordance with B.M.C. Chapter 17.16 and I.C. § 36-7-9-4(a) and this **ORDER TO REPAIR** is being issued as a result of inspection(s) conducted by HAND on 23 June, 2015. The inspection(s) revealed that the property is:

- In an impaired structural condition that makes it unsafe to a person or property;
- A fire hazard;
- A hazard to the public health;
- A public nuisance;

- Dangerous to a person or property because of a violation of the below listed statute or ordinance concerning building condition or maintenance:
; and/or
- Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of the below listed statute or ordinance:

The law does not require a hearing prior to this Order being issued.

As the recorded owner you *may* request a hearing regarding this Order. Any request for a hearing must be in writing, be submitted to the HAND Department (401 N. Morton Street, Bloomington, Indiana 47404), and be submitted within ten (10) days of receipt of this Order. If a proper request for a hearing is received, the hearing will be held by the City of Bloomington's ("City") Board of Public Works ("Board") during one of the Board's regularly scheduled meetings. You will be provided the date, time and location of the Board's hearing. If you request a hearing either you or your legal counsel may present evidence, cross-examine witnesses, and present arguments.

Failure to comply with this Order by the deadline(s) imposed may result in the City issuing citations for violations of the B.M.C., civil penalties being assessed against you, a civil suit being filed against you, the City making the necessary repairs (either by itself or via the use of an independent third-party contractor) and placing a lien on the Property to recover costs associated with this action, and/or demolition of the Property.

You must notify the City's HAND Department within five (5) days if you transfer title, or if another person or entity agrees to take a substantial interest in the Property. This notification shall include the full name, address and telephone number of the person or entity taking title of or substantial interest in the Property. The legal instrument used in the transfer must also be supplied to the HAND Department. Failure to comply with this notification requirement may render you liable to the City if a judgment is entered for the failure of the City to provide notice to persons holding an interest in the Property.

If you have questions regarding this Order, please feel free to contact Neighborhood Compliance Officer Mike Arnold during normal business hours at the address, telephone number, and/or email herein provided:

Michael Arnold
Neighborhood Compliance Officer
Housing & Neighborhood Development Department (HAND)
401 N. Morton Street/P.O. Box 100
Bloomington, Indiana 47402
(812) 349-3401
arnoldm@bloomington.in.gov.

Lisa Abbott

Lisa Abbott, Director
City of Bloomington
Housing & Neighborhood Development (HAND)
401 N. Morton Street/P.O. Box 100
Bloomington, Indiana 47402

6/27/15

Date



825 W. 8th ST
09 DECEMBER 2015



Board of Public Works Staff Report

Project/Event: Carpeting at City Hall Facility Mayor's Suite #210

Petitioner/Representative: Public Works/Facilities

Staff Representative: Barry Collins

Meeting Date: January 5, 2016

Due to excessive wear and stains, the carpeting in the Mayor's Suite #210 needs to be replaced.

Quotes were requested from Hoosier Carpet Plus, Bounds & McPike, and Moriarty Floor Covering, as they are three of the local dealers with access to Entropy carpet. This is a carpet that is available in squares and is approved by LEED. The use of the carpet squares is preferable to roll type carpet because it's less labor intensive to install the product.

This project will be funded using 2015 encumbered monies from the Public Works Facilities budget, Line 53610. This funding will need to be encumbered if not completed by the 2015 year end.

| Company | Amount |
|-------------------------|---------------|
| Moriarty Floor Covering | \$11,181.99 |
| Hoosier Carpet Plus | \$10,495.00 |
| Bounds & McPike | \$9,234.76 |

Staff recommends using Bounds & McPike not only because of lowest quoted price but also because we have been very satisfied with their previous flooring installations.

Recommend **Approval by Barry Collins, Operations and Facilities Director**

PROJECT NAME: Purchase and Installation of Carpeting in Suite 210, Office of the Mayor, in City Hall

AGREEMENT FOR INSTALLATION OF CARPETING

This Agreement, entered into on this _____ day of _____, 2016, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and Bounds and McPike Flooring (hereinafter referred to as "Contractor"),

WITNESSETH:

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

WHEREAS, the Board requires the services of a professional Contractor in order to **perform tasks including providing and installing carpeting in Suite 210 in City Hall, serving the City's Office of the Mayor**, 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, the tasks currently identified include the following:

Task 1: Purchase and Installation of Carpeting

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

WHEREAS, Contractor is 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 A, Scope of Services. Each task assigned under this Agreement shall be described in Exhibit A. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Contractor shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Contractor shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the City officials designated by the Board as project coordinator(s).

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

Article 2. Standard of Care: Contractor shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Contractor's profession in the location and at the time of the rendering of the services. The City's Operation and Facility Director shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the Operation and Facility Director 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 shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

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

B. Representative

The Board hereby designates Barry Collins, Operation and Facility Director ("Collins") to serve as the Board's representative for the project. Collins 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 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 amount of: **Nine Thousand Two Hundred Thirty-Four Dollars and Seventy-Six Cents (\$9,234.76).**

These amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Contractor'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 Exhibit A, 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 monthly 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 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 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 party 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 party.

Article 8. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Board as part of the Services shall become the property of the Board. Contractor shall retain its 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 Contractor.

Article 9. Independent Contractor Status: During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the Board.

Article 10. Indemnification: To the fullest extent permitted by law, Contractor 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 Contractor's officers, directors, partners, employees, or subcontractors in the performance of services under this Agreement.

Article 11. Insurance: During the performance of any and all Services under this Agreement, Contractor shall 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 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 may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Contractor 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 12. Conflict of Interest: Contractor declares that it has no 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 agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 13. 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 14. 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 15. Assignment: Neither the Board nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Contractor 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 16. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Contractor.

Article 17. 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 18. Non-Discrimination: Contractor 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 19. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Department of Public Works
Attn: Barry Collins
401 N. Morton Street
Bloomington, IN 47404

Contractor:

McBounds & Pike Flooring
Attn: Brad Bonds
2903 W. Third Street
Bloomington, IN 47404

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

Article 20. Intent to be Bound: The Board and the Contractor 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 21. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

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

Article 22. Warranty. Any warranties associated with this proposal are defined in manufacturer's warranties accompanying the purchase of this product and are made by the manufacturer. Contractor honors those warranties (one year) regarding this product(s). Contractor makes no warranties of merchantability and fitness for a particular purpose. In no event will Contractor be liable for any direct, special or consequential damages arising out of or in connection with the delivery, use or inability to use, or performance of this product(s).

Article 23. Verification of New Employees' Immigration 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 hereto as Exhibit D and incorporated herein by reference, affirming that Contractor 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 subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the contractor or subcontractor subsequently learns is an unauthorized alien. If the Board obtains information that the Contractor or a subcontractor employs or retains an employee who is an unauthorized alien, the Board shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the Board shall terminate the contract, unless the Board determines that terminating the contract would be detrimental to the public interest or public property, in which case they may allow the contract to remain in effect until they procure a new Contractor. If the Board terminates the contract, the Contractor or subcontractor is liable to the Board for actual damages.

Contractor shall require any subcontractors performing work under this contract to certify 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 the contract with the Board.

Article 24. No Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induce anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit E and incorporated herein by reference, affirming that Contractor has not engaged in any collusive conduct.

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

Owner

Contractor

City of Bloomington
Board of Public Works

Bounds and McPike Flooring

By: _____
Printed: _____

By: _____
Brad Bonds, Owner

By: _____
Printed: _____

By: _____
Printed: _____

By: _____
John Hamilton, Mayor

EXHIBIT A

SCOPE OF WORK

Scope of Services includes: the purchase and installation of carpeting in Suite 210 at City Hall serving the City's Office of the Mayor.

EXHIBIT B

COMPENSATION

This project is to be conducted with an agreed Not to Exceed Cost of Nine Thousand Two Hundred Thirty-Four Dollars and Seventy-Six Cents (\$9,234.76).

EXHIBIT C

ESTIMATED PROJECT SCHEDULE

Work to be completed within five (5) days following Contractor's receipt of Notice to Proceed.

EXHIBIT E

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

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.

Dated this _____ day of _____, 2016.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Subscribed and sworn to before me this ____ day of _____, 2016.

My Commission Expires:

Notary Public Signature

Resident of _____ County

Printed Name

Mayor's Office
Scope of Work
Carpet Replacement
2015

City of Bloomington, Public Works, Facilities, is requesting quotes to remove and replace all carpet in the Mayors Suite. Rooms to have the carpet/rubber base removed/replaced are as follows:

1. Reception Area Room #A220
2. Corridor #A221
3. Deputy Mayor Room #222
4. Mayor Room #223
5. Coat Closet Room #225
6. Break Room #227
7. Conference/Office Room #228

Owner's Responsibilities:

1. Remove, from area's to be completed, chairs, furniture, filing cabinets, waste/recycle receptacles, plants, tables/conference tables, storage containers, book racks and any other items not permanently secured in place.
2. All executive desks will remain in the rooms.
3. Provide all electric power, water and other utilities required for the contractor to complete this work.
4. Shall cover all furniture, cabinets, countertops and etc. prior to the start of the project to protect from damage.

Contractor Responsibilities:

1. Contractor shall schedule a time and date with the project manager to complete a walk-thru prior to submitting any quote.
2. Contractor shall be responsible for taking his own measurements of all areas and a tally of all materials needed to complete this project.
3. Contractor shall supply all tools and supplies to properly complete this project.
4. Contractor shall coordinate with the Project Manager time and dates for the work to be completed. Time is of the essence with this project and may require contractor to work beyond normal business hours.
5. Remove all carpet, padding (if present) and discard to a code legal dump site or if carpet is be recycled inform owner of total weight.

6. Remove all rubber base, **only if required**, should the removable/replacement of the rubber base be required contractor shall make this a separate line item on the quote.
7. Carpet to be installed is Entropy collection 7211 Chance is the color, no exceptions.
8. Properly prep all floor surfaces prior to the installation of new carpet.
9. Carpet shall be installed as per the manufactures specifications including any and all transitions and thresholds.
10. Install matching base, **only if required**, as per manufactures specifications.
11. All debris shall be removed at the end of every work day and broom cleaned.
12. At the end of the project contractor shall remove all debris and vacuum all spaces in which work had been completed.
13. Contractor shall complete a walk-thru upon completion, with the Project Manager for final approval before final billing.
14. Contractor shall supply the project manager with a current copy of insurance, complete or update any W-9 information and any other information required by the City of Bloomington.

Project Manager's contact information:

Barry J. Collins, Operations and Facility Director

Office Phone: 812-349-3439

Cell Phone: 812-325-2952

E-mail: collinsb@bloomington.in.gov



Mitch Moriarty
FLOOR COVERING INC.
 SALES & INSTALLATION

Estimate

| Date | Estimate # |
|-----------|------------|
| 12/4/2015 | 2313 |

Fax 812-824-5557
 5106 S. Commercial St.
 Bloomington, IN 47403
 www.moriartyfloorcovering.com

812-824-5555

Mitch Moriarty
 Jayne Ann Moriarty

| Ship To |
|--|
| Mayor's Suite -material in stock at mill, would ship within 10 business days -could start install on 12/30/15 -existing cove base to remain |

| Name / Address |
|--|
| City of Bloomington Public Works Department 401 N. Madison Suite 130 Bloomington, In. 47402 |

| Description | Qty | Cost | Total |
|--|--------|----------|----------|
| 38ctn. Entropy, color 7211 Chance carpet tile 20"x20" | 227.24 | 36.30 | 8,248.81 |
| 2 Dependable XL floor prep | 2 | 35.00 | 70.00 |
| 2 rolls Tactiles | 2 | 97.50 | 195.00 |
| 2-4gals. Triseal | 2 | 123.39 | 246.78 |
| Freight | 1 | 250.00 | 250.00 |
| Remove existing glue down carpet, prep and seal floor, install new carpet tile | 1 | 2,171.40 | 2,171.40 |

| | | |
|------------------------------|-------------------------|-------------|
| Thank you for your business. | Subtotal | \$11,181.99 |
| | Sales Tax (7.0%) | \$0.00 |
| | Total | \$11,181.99 |

CarpetsPlus Colortile West

1180 S. Liberty Drive, Suite 160
 Bloomington IN 47403
 812-323-0100 812-323-0263

Quote #

 Customer PO

 Contract #

 Date

 Sales Person1

 Sales Person2

Acct # 7468
 For: **812 349-3439 Fax 812 325-2952**

Ship To:

City Of Bloomington - Public Works
 401 North Morton Street Suite 130
 Bloomington, IN 47402

**Mayor's Office Suite / Req. By Barry C,
 Mayor's Office**
Mayor's Office Suite Carpet Replacement
Replace Per Plans And Specifications
See Notes Below , . .

| Type | Product Description Labor Description | Color / Item Number Room | Total |
|-------------------------------|--|-----------------------------|------------|
| Carpet Tile | | | |
| <i>Materials</i> | ENTROPY TILE | 7211 CHANCE | \$7,411.86 |
| <i>Labor</i> | Carpet- Tile- Commercial | | \$703.67 |
| <i>Notes</i> | New Specified Carpet Tile And Installation Labor | | |
| | We Are Pricing This Work For A Friday/Saturday/Sunday & Possibly Monday Finish. This Way The Space Can Be Emptied (With Exception Of The Large Desks) And We Can Remove Complete, Prep As Required And Then Install Carpet And Run Base. We Would Plan On Starting No Later Than Mid Morning On A Friday And The Plan Would Be To Finish Up By Sunday Evening - Depending Of Subfloor, It's Possible That We May Carry Over Into Monday. | | |
| Installation Materials | | | |
| <i>Materials</i> | GRID SET ADHESIVE #2300 | 4 GALLON | \$2.61 |
| <i>Notes</i> | Manufacturers Required Adhesive | | |
| Installation Materials | | | |
| <i>Materials</i> | TRISEAL #632861 | 4 GALLON | \$2.61 |
| <i>Labor</i> | Hourly Wage #3 | | \$78.45 |
| <i>Notes</i> | Manufacturers Required Primer For Sealing Over Old Broadloom Adhesive And Labor To Apply - Per Their Installation Instructions, This MUST Be Used. | | |
| | The Following Was Supplied By The Interface Carpet Rep And Is Listed On The Quote With Pricing - "Please know, to use TriSeal when old Adhesive is present. When removing old bdlm adhesive it is require to remove it to a residue before applying TriSeal." | | |
| Carpet | | | |
| <i>Materials</i> | RECYCLE CARPET | | |
| <i>Labor</i> | Carpet- Removal- Glue Down | | \$621.04 |
| <i>Notes</i> | Labor To Remove Existing Broadloom Carpet And Recycle It | | |
| Wall Base | | | |
| <i>Labor</i> | Cove Base- Removal | | \$104.60 |
| <i>Notes</i> | Labor To Remove Existing Wall Base | | |
| Wall Base | | | |
| <i>Materials</i> | ROPPE 4.5 COVEBASE COIL R | BLACK 100 | \$658.95 |
| <i>Labor</i> | Cove Base- 4" | | \$326.86 |
| <i>Notes</i> | New 4.5" Rubber Wall Base And Installation | | |
| | **We Are Pricing Removal Of Existing Wall Base As Well As Providing And Installing New. The New Base Will Be 4.5" Tall To Avoid Paint Line Etc From Showing. All Areas That Are Currently Based To Get BLACK Wall Base. | | |
| Installation Materials | | | |
| <i>Materials</i> | JOHNSONITE COVEBASE 960 ADHESIVE | 1 GALLON | \$62.76 |
| <i>Notes</i> | Wall Base Adhesive | | |

Continuation For: City Of Bloomington - Public Works, Quote # 37585

| Type | Product Description Labor Description | Color / Item Number Room | Total |
|-------------------------------|--|-----------------------------|----------|
| Transitions | | | |
| Materials | ROPPE 177 TRANSITION | BLACK 100 | \$15.22 |
| Labor | Transition- Commercial | | \$2.61 |
| Notes | Carpet To VCT Reducer At Door From Mayor Office To Stairs And Installation Labor | | |
| Furniture | | | |
| Labor | Furniture- Remove And Replace | | \$130.74 |
| Notes | Allowance For Furniture Moving - Per Job Description/Instructions, The City Will Empty/Move Most All Of The Furniture - The Large Desks Will Remain And Those Will Need To Be Moved Around The Room - Barry Collins Indicated That At Least 1 City Staff Member Will Be Able To Assist Us In Sliding The Furniture That Remains Around. | | |
| Installation Materials | | | |
| Materials | ARDEX FEATHER FINISH 10LBS | | \$59.23 |
| Labor | Hourly Wage #3 | | \$313.79 |
| Notes | Allowance For Floor Prep - Expected Floor Prep Limited To Scrapping Of Old Broadloom Adhesive, Skimming/Patching Of Minor Voids And Plywood Seams Prior To Installing New Carpet. This Allowance Does Not Cover Or Include Screwing Down Floor To Remove Squeaks, Plywood Decking/Subflooring Replacement, Leveling Or Total Flattening Of The Plywood Subflooring Etc. | | |
| | <p>** There Was One Area Noted At Measure, The Entry To Reception Desk Area That Plywood Subflooring Was Bulged And Showing Through The Carpet - I'm Not Sure What Will Be Required To Fix This Or If It Is Even Possible To Fix This Condition - It Looks Like The Current Install Was Done Over The Same Condition, This Makes Me Think That The Issue Was Not Able To Be Resolved.</p> <p>If Any Plywood Subflooring/Decking Needs Replaced Or We Discover Conditions That Are Outside The Stated Scope Of Our Floor Prep Allowance, We Will Notify Appropriate Person And Get Approval For The Work Required - If This Is Over A Weekend, A Written Quote May Not Be Possible - For Any Floor Prep Above And Beyond Our Included Allowance, Our Hourly Rate Of \$40 PER MAN HOUR PLUS REQUIRED MATERIALS Will Apply.</p> | | |

Continuation For: City Of Bloomington - Public Works, Quote # 37585

| Type | Product Description Labor Description | Color / Item Number Room | Total |
|------|--|-----------------------------|-------|
|------|--|-----------------------------|-------|

Information

As Of 12-4-2015 @ Noon, The Mill Had Stock Of The Carpet. If Stock Is Not Available At Time Of Order, The Material Is Quick Ship And Will Be Produced In 10 Business Days - Keep In Mind Transit Time Of 5-7 Business Days After It Leaves The Mill. Assuming Wall Base Is In Stock, It Would Also Be A +/- 2 Week Lead Item.

Totals

| | |
|--------------------|-----------------------|
| Material & Labor | \$10,495.00 |
| Sales Tax | |
| Grand Total | \$10,495.00 |
| Deposit | Date _____ Ck # _____ |

THE SALES AGREEMENT IS A BINDING AGREEMENT BETWEEN CARPETS PLUS COLOR TILE AND THE BUYER.

. ALL SALES AGREEMENTS ARE FINAL AND MUST BE READ THOROUGHLY AND SIGNED BEFORE THE MATERIAL WILL BE ORDERED. THIS AGREEMENT COVERS THE AGREED TO PRODUCTS, PRICING, AND INSTALLATION STIPULATIONS. ALL SALES QUOTE PRICING WILL BE HONORED FOR 30 DAYS.

. PAYMENT IN FULL IS REQUIRED BEFORE MATERIAL WILL BE ORDERED ON ALL SALES UNLESS OTHER ARRANGEMENTS HAVE BEEN SET UP.

. NO CANCELLATIONS OR RETURNS ON SPECIAL ORDERS.

. NO RETURNS ON CARPETS PLUS COLOR TILE STOCK MATERIAL AFTER 30 DAYS.

. THERE MAY BE A SMALL FEE FOR ANY CHANGE OF ORDERS OR RESTOCK FEES.

. COLOR, SHADE AND FINISHES WILL VARY FROM SAMPLES AND BROCHURES.

. CARPETS PLUS COLOR TILE ASSUMES NO RESPONSIBILITY FOR YOUR MEASUREMENTS, (SHORTAGES OR OVERAGES ARE THE BUYER'S OBLIGATION).

. ALL LABOR PRICES ARE SUBJECT TO CHANGE IF PROBLEMS THAT WERE UNDETECTABLE DURING ESTIMATION ARE REVEALED.

. ALL EXTRA LABOR WILL BE QUOTED AND APPROVED BEFORE WORK BEGINS.

. COUPONS AND DISCOUNTS MUST BE GIVEN UPON TIME OF SIGNING SALES AGREEMENT.

. OVERDUE INVOICES ARE SUBJECT TO 1.5% FINANCE CHARGE PER MONTH.

. RETURNED CHECKS ARE SUBJECT TO \$30 SERVICE CHARGE.

. BUYER'S ACCEPTANCE OF THIS SALES AGREEMENT VIA ELECTRONIC MEANS EVIDENCES ACCEPTANCE OF ALL TERMS OF THIS SALES AGREEMENT.

. BUYER AGREES TO PAY ALL REASONABLE ATTORNEY'S FEES AND COSTS OF COLLECTION INCURRED BY CARPETS PLUS COLORTILE'S ENFORCEMENT OF THE SALES AGREEMENT. THE PARTIES AGREE TO VENUE WITHIN MONROE COUNTY, INDIANA FOR ANY PROCEEDINGS.

. THE LIABILITY OF CARPETS PLUS COLORTILE AND IT'S EMPLOYEES AND SUBCONTRACTORS, INCLUDING ATTORNEY'S FEES, IS LIMITED AND SHALL NOT, UNDER ANY CIRCUMSTANCE, EXCEED THE TOTAL AMOUNT PAID BY BUYER REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CARPET PLUS COLORTILE HEREIN EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES AND IN SHALL NO EVENT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

Buyer _____ Date _____ Seller _____ Date _____

Bounds and McPike Flooring

QUOTE

2903 W. Third Street
 Bloomington, IN. 47404
 Phone # 812-332-6555 Fax # 812-331-9037
 [e-mail]

INVOICE NO.
 DATE December 8, 2015
 CUSTOMER ID
 EXPIRATION DATE

TO City of Bloomington

| SALESPERSON | | PROJECT TITLE | PAYMENT TERMS | | DUE DATE |
|---|------|---|---------------|------------|-------------|
| Brad Bounds | | Mayor's Office | | | |
| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | LINE TOTAL | |
| 233.22 | sy | Interface Entropy/Chance 7211 | 31.42 | \$ | 7,327.77 |
| | | TacTile Adhesive Pads Included | | | |
| | | Labor to Install | | \$ | 1,049.49 |
| 218.00 | sy | Labor to Take Up Existing Carpet & Recycle | 2.75 | \$ | 599.50 |
| 1.00 | ea | Transition | 14.00 | \$ | 14.00 |
| | | Minor Floor Prep | | \$ | 200.00 |
| 2.00 | bags | Ardex Feather Finish | 22.00 | \$ | 44.00 |
| | | *Option for New Cove Base, Add \$820.80 | | | |
| | | *Bounds & McPike Recommends Replacing Old Cove Base | | | |
| | | With New | | | |
| Any Unforeseen Floor Preparation Will Be Billed At Additional Time & Material. Any Balance Due To Be Paid To Installer Upon Completion. If Not Installed, Balance Due At Pickup Subject To Measure - Customer Responsible for Removal of Previous Floor Coverings and Furniture Unless Otherwise Indicated. Must Have Permanent Heat and Electricity. Special Order Items Are Nonreturnable/nonrefundable Payment To Be Made in Full On Delivery Unless Stated Below. Service Charge of 1-1/2% Per Month Added After Terms (1-1/2% Per Month Equal to 18% Per Year) If Not Paid in Terms All Warranties Void Notice of Intent To Hold Mechanics Lien: - If Payment Is Not Received Within Thirty (30) Days Of Date of Billing, BTY, Inc., D/B/A Bounds & McPike Flooring, Reserves The Right To Record A Mechanic's Lien Against The Real Estate Upon Which Improvements Were Made For The Value of Labor and Materials Provided. Pursuant To The Indiana Mechanic's Lien Statue, I.C. 32-5-3-1. The Mechanic's Lien Will Not Be Released Until Payment In Full Is Tendered. In The Event BTY Inc., D/B/A Bounds & McPike Flooring, Employs An Attorney To Collect This Account, Customer Agrees To Pay All Costs of Collection, Including All Reasonable Attorney Fees/ | | | | | |
| Terms & Conditions of Contract Accepted By: _____ | | | | | |
| *All Material And Labor Are Guaranteed To Meet The Specifications Prescribed In This Customer Sales Contract. All Work Will be Completed in a Professional And Workmanlike According To Standard Industries Practices. | | | | | |
| | | | | SUBTOTAL | \$ 9,234.76 |
| | | | | SALES TAX | - |
| | | | | TOTAL | \$ 9,234.76 |



Board of Public Works Staff Report

Project/Event: Removal of Wallpaper and Painting of Mayor's Suite #210

Petitioner/Representative: Public Works/Facilities

Staff Representative: Barry Collins

Meeting Date: 12/15/2015

Wallpaper in the Mayor's Suite is deteriorating to the point of needing replacement. Wall paper will be removed, walls repaired to accept new paint, no replacing of wallpaper will be completed. Only the wall areas will be addressed in this project.

Quotes were requested from Wisley Painting, Axis Painting and Sims Painting.

Funding for this project will come from the 2015 encumbered monies from the Public Works Facilities budget, Line 53610.

| Company | Amount |
|-----------------|---------------|
| Wisley Painting | \$7,044.00 |
| Axis Painting | \$7,768.12 |
| Sims Painting | \$32,125.00 |

Staff recommends using Wisley Painting not only because of lowest quoted price but also because we have been very satisfied with their completed projects.

Recommend **Approval by** **Barry Collins, Operations and Facility Director**

PROJECT NAME: Removal of Wallpapered Surfaces and Painting in Suite 210, Office of the Mayor, in City Hall

AGREEMENT FOR REMOVAL OF WALLPAPERED SURFACES AND PAINTING

This Agreement, entered into on this _____ day of _____, 2016, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and Wisley Painting (hereinafter referred to as "Contractor"),

WITNESSETH:

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

WHEREAS, the Board requires the services of a professional Contractor in order to **perform tasks including removal of wallpapered surfaces and then painting those surfaces as well as other wall surfaces in Suite 210 in City Hall, serving the City's Office of the Mayor**, 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, the tasks currently identified include the following:

Task 1: Removal of Wallpapered Surfaces and Painting in Suite 210 in City Hall

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

WHEREAS, Contractor is 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 A, Scope of Services. Each task assigned under this Agreement shall be described in Exhibit A. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Contractor shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Contractor shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the City officials designated by the Board as project coordinator(s).

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

Article 2. Standard of Care: Contractor shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Contractor's profession in the location and at the time of the rendering of the services. The City's Operation and Facility Director shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the Operation and Facility Director 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 shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

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

B. Representative

The Board hereby designates Barry Collins, Operation and Facility Director ("Collins") to serve as the Board's representative for the project. Collins 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 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 amount of: **Seven Thousand Forty-Four Dollars and Zero Cents (\$7,044.00).**

These amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Contractor'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 Exhibit A, 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 monthly 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 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 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 party 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 party.

Article 8. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Board as part of the Services shall become the property of the Board. Contractor shall retain its 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 Contractor.

Article 9. Independent Contractor Status: During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the Board.

Article 10. Indemnification: To the fullest extent permitted by law, Contractor 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 Contractor's officers, directors, partners, employees, or subcontractors in the performance of services under this Agreement.

Article 11. Insurance: During the performance of any and all Services under this Agreement, Contractor shall 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 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 may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Contractor 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 12. Conflict of Interest: Contractor declares that it has no 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 agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 13. 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 14. 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 15. Assignment: Neither the Board nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Contractor 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 16. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Contractor.

Article 17. 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 18. Non-Discrimination: Contractor 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 19. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Department of Public Works
Attn: Barry Collins
401 N. Morton Street
Bloomington, IN 47404

Contractor:

Wisley Painting
Attn: Dennis Wisley
7555 Old State Road 37 South
Bloomington, IN 47401

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

Article 20. Intent to be Bound: The Board and the Contractor 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 21. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

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

Article 22. Warranty. Any warranties associated with this proposal are defined in manufacturer's warranties accompanying the purchase of this product and are made by the manufacturer. Contractor honors those warranties (one year) regarding this product(s). Contractor makes no warranties of merchantability and fitness for a particular purpose. In no event will Contractor be liable for any direct, special or consequential damages arising out of or in connection with the delivery, use or inability to use, or performance of this product(s).

Article 23. Verification of New Employees' Immigration 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 hereto as Exhibit D and incorporated herein by reference, affirming that Contractor 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 subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the contractor or subcontractor subsequently learns is an unauthorized alien. If the Board obtains information that the Contractor or a subcontractor employs or retains an employee who is an unauthorized alien, the Board shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the Board shall terminate the contract, unless the Board determines that terminating the contract would be detrimental to the public interest or public property, in which case they may allow the contract to remain in effect until they procure a new Contractor. If the Board terminates the contract, the Contractor or subcontractor is liable to the Board for actual damages.

Contractor shall require any subcontractors performing work under this contract to certify 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 the contract with the Board.

Article 24. No Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induce anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit E and incorporated herein by reference, affirming that Contractor has not engaged in any collusive conduct.

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

Owner

Contractor

City of Bloomington
Board of Public Works

Wisley Painting

By: _____
Printed: _____

Dennis Wisley, Owner

By: _____
Printed: _____

By: _____
Printed: _____

By: _____
John Hamilton, Mayor

EXHIBIT A

SCOPE OF WORK

Scope of Work includes: the removal of all the existing wallpapered surfaces and painting where wallpaper was removed. Other existing areas that are currently painted that will require painting. All areas were noted in the drawings. Rooms included in this project:

1. Reception Area Room #A220
2. Corridor Room #A221
3. Deputy Mayor Room #222
4. Mayor Room #223
5. Conference Room #228

City's Responsibilities:

1. Remove all paintings, pictures, wall hangings, shelving, cabinets, posters and any other items hanging on the wall spaces involved in this project.
2. Cover all furniture to protect from damage and dust.
3. Provide contractor with all necessary utilities to complete this project.
4. Provide contractor with drawings that will indicate all area's to be completed.

Contractor's Responsibilities:

1. Contractor shall be responsible for taking his own measurements of all areas and a tally of all materials needed to complete this project. Drawings previously provided by the City are not to be considered as drawings to scale.
2. Contractor shall supply all materials and tools needed to complete this project.
3. Contractor shall coordinate with the project manager as to time and dates the work will be completed. Time is of the essence with this project and may require the contractor to work beyond normal business hours.
4. Contractor shall cover all floor surfaces to protect them from damage during the entire process of this project.
5. Remove all wallpaper as noted on the drawings.
6. Remove all wallpaper adhesives down to the drywall.
7. Repair all imperfections in the drywall to create a smooth surface to which primers and paints can be applied to ensure a smooth paint finish.
8. Apply one coat of a high quality primer/sealer to all surfaces to be painted.
9. Apply two coats of Ultra Spec500 Flat Base 1X, Color Number S1-1X15.5 W1-23.75 Y2-2X1 R3-23.75 formula per 5 gallons. This paint is on file at Bloomington Paint and Wallpaper located at 1150 S. Walnut Street Bloomington In. No other paint shall be approved.
10. Remove all debris from the project area on a daily basis and take all reasonable steps to avoid interference with the normal day to day operations of the space.

11. Only the wall areas are to be painted. All existing wood beams, structural steel, sprinkler system piping and ceilings will remain the existing colors.
12. Upon completion of painting, conduct a walk-through with the project manager. When the painting in a room has been accepted by the project manager, the City will restore the space with its furnishings and allow the space to be occupied.
13. Contractor shall upon completion remove all tools, debris and protective equipment and vacuum all floor coverings.

EXHIBIT B

COMPENSATION

This project is to be conducted with an agreed Not to Exceed Cost of Seven Thousand Forty-Four Dollars and Zero (\$7,044.00).

EXHIBIT C

ESTIMATED PROJECT SCHEDULE

Work to be completed within two (2) weeks, (fourteen (14) calendar days) following Contractor's receipt of Notice to Proceed.

EXHIBIT E

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

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.

Dated this _____ day of _____, 2016.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Subscribed and sworn to before me this ____ day of _____, 2016.

My Commission Expires:

Notary Public Signature

Resident of _____ County

Printed Name

Mayors
 Painting Project
 Contractor's Call List

| <u>Contractor</u> | <u>Date Contacted</u> | <u>Scheduled Visit</u> | <u>Quote Y/N</u> | <u>Amount</u> |
|--|-----------------------|------------------------|------------------|----------------------|
| Sims Painting P.O. Box 485 Ellettsville, In. 47429 812-876-4303 Chris Sims | 12/3/2015 | 12/9/2015 | Y | \$32,125.00 |
| Axis Painting P.O. Box 6176 Bloomington, In. 47407 812-323-3730 Ty Spatta | 12/3/2015 | 12/9/2015 | Y | \$7,768.12 |
| Wisley Painting 7555 Old State Road 37 South Bloomington, In. 47401 812-219-5346 Dennis Wisley | 12/3/2015 | 12/5/2015 | Y | \$6,129.00 P |
| | | | | <u>\$915.00 W.R.</u> |
| | | Total | | \$7,044.00 |

SIMS PAINTING INC.

P.O. Box 485 Ellettsville, IN.47429 Phone and fax (812) 876-4303

City of Bloomington

Bloomington, IN

Mayors

Thursday, December 10, 2015

Attn: Barry Collins

The undersigned proposes to furnish all materials and perform all necessary labor to complete the following:

All wall covering removal, drywall prep and painting as outlined in the Mayor's office scope of work provided by Barry Collins. Work to begin by January 15th and be completed within 45 days.

Base Bid: \$32,125.00

All of the above work to completed in a workmanlike manner for the sum of _____ net 30 days after completion of work. All labor and material is conclusively accepted as satisfactory unless excepted to in writing within 7 days of performance. Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract.

Respectfully submitted,

By: _____

Sims Painting Co.

The above offer is accepted and you are hereby authorized to furnish all materials and labor required to complete the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal, in accordance with the terms thereof.

By: _____ Date ____ 19

WE CARRY WORKMEN'S COMPENSATION AND PUBLIC LIABILITY INSURANCE



P.O. Box 6176
Bloomington, IN 47407

Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 12/9/2015 | 3079 |

| |
|---|
| Name / Address |
| City of Bloomington 401 N. Morton Bloomington, IN 47402 |

RECEIVED
DEC 09 2015

BY: *MA* _____

| |
|---------|
| Project |
| |

| Description | Qty | Rate | Total |
|---|-----|--------|----------|
| The following areas of the Mayor's Office Complex will be prepared and painted. Wallcoverings will be removed. Walls will be sealed, patched and sanded. Two coats of paint will be applied to all first story walls. Vaulted walls will only be painted if they are uninterrupted from the lower wall. No trim, upper walls or ceilings are included. Wallcovering removal and wall preparation is done by the hour. If less time is involved a deduction will appear on the invoice. Any labor or material not needed will not appear on the invoice. Work is assumed done during normal business hours Monday-Friday 8:00 AM to 5:00 PM. | | | |
| Mayor's office wallcovering removal, walls sealed, patched and sanded. | 25 | 55.00 | 1,375.00 |
| Guardz sealer | 2 | 28.76 | 57.52 |
| Joint Compound per 5 gallon | 2 | 14.85 | 29.70 |
| One coat, one color walls | | 285.00 | 285.00 |
| 2nd coat | | 199.50 | 199.50 |
| BM Ultra Spec 500 Flat | 5 | 26.95 | 134.75 |
| Corridor Room and Reception Area Room wallcovering removal, walls sealed, patched and sanded. | 22 | 55.00 | 1,210.00 |
| Guardz Sealer | 2 | 28.76 | 57.52 |
| Joint Compound per 5 gallon | 2 | 14.85 | 29.70 |
| One coat, one color walls | | 475.00 | 475.00 |
| 2nd coat | | 332.50 | 332.50 |
| BM Ultra Spec 500 Flat | 9 | 26.95 | 242.55 |

The work explained above is guaranteed for a period of two years from completion when done to Axis: Painting specifications. The material Axis: Painting uses is guaranteed by manufacturer when applicable. Balance is due immediately upon completion of job. Price reflects a 3% cash discount. If a credit card is used there will be an additional fee. If not paid within 30 days of initial invoice a 5% service charge will be applied to the balance total. Each subsequent 30 day period of non-payment will result in another 5% charge. Any alteration or deviation from the original proposal involving extra costs will be executed only upon written orders. This proposal may be withdrawn after 90 days. Paint prices are subject to change to reflect manufacturer pricing at the time the job is done.

| |
|--------------|
| Total |
|--------------|

| | | | |
|--------------|--------------|------------------------|------------------|
| Phone # | Fax # | E-mail | Web Site |
| 812-323-3730 | 812-876-8726 | axisent@bluemarble.net | axispainting.com |

Wisley Painting
7555 South Old St. Rd. 37
Bloomington, IN 47403
(812) 219-5346

Painting Proposal for City of Bloomington Public Works, Mayors Suite

Scope of work

1. Reception Area Room #A220
2. Corridor Room #A221
3. Deputy Mayor Room #222
4. Mayor Room #223
5. Conference Room #228

In the areas listed above: Remove all wallpaper, wallpaper adhesives down to the drywall surface. Repair all imperfections that may result from wallpaper removal by skimming surface with drywall compound (this cost will vary room to room depending on how much damage is done during the removal process. Not to exceed the total allowance on the cost line *). Apply one coat high quality primer/sealer to all surfaces to be painted. Apply two coats of Benjamin Moore Ultra Spec Flat, Base 1X, Color Formula S1-1X15.5 W1-23.75 Y2-2X1 R3-23.75 per 5 gallon pail. Only wall board surfaces to be painted, no trim details, wooden beams, structural steel, piping or ceilings are to be painted. All debris to be removed at the end of each day. Walk through with project manager as each room is completed. Remove all tools, debris and protective equipment and vacuum all floor coverings upon completion of project. Provide project manager with current copies of insurance and w-9 documents

Total cost includes all labor and material to complete work described.

Remove wallpaper and paint walls as described \$6129.00

*Repair all imperfections that may result in wallpaper removal \$915.00.

Start date preferred Dec. 14, 2015. Completion target date Dec 23, 2015.



Board of Public Works Staff Report

Project/Event: Re-Keying Of Showers City Hall

Petitioner/Representative: Public Works/Facilities

Staff Representative: Barry Collins

Meeting Date: January 5, 2016

Due to turn over of employee's at City Hall it has become necessary to re-key all offices and suites for security reasons. The complete re-keying of all suites and offices with the permanent cores, cylinders and locks will be completed following the manufacture and receipt of materials.

The keying system to be used is Medeco X4. This system shall be proprietary, highly restricted and have a patented keyway that will be assigned to the City of Bloomington. New key issuing procedures will also be adopted, with the director of each department being the responsible person for key issuance and returns.

Quotes were solicited from the following vendors:

| Company | Amount |
|---|---------------|
| Indiana Door & Hardware Specialties, Inc. | \$10,881.00 |
| J & S Locksmith Shop | \$10,254.31 |
| Burton's Lock and Key | Did Not Quote |

Funding for this project will be from 2105 encumbered monies from the Public Works Facilities budget 53610.

Staff recommends using Indiana Door & Hardware Specialties, Inc., for the installations. This is a company with which we have had a very favorable and long-standing working relationship.

Recommend: Approval by Barry Collins, Public Works, Operations and Facilities Director

PROJECT NAME: Re-Keying of All Offices and Suites in City Hall

AGREEMENT FOR RE-KEYING OF ALL OFFICES AND SUITES IN CITY HALL

This Agreement, entered into on this _____ day of _____, 20____, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and Indiana Door & Hardware Specialties, Inc. (hereinafter referred to as "Contractor"),

WITNESSETH:

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

WHEREAS, the Board requires the services of a professional Contractor in order to **perform tasks including re-keying all offices and suites in City Hall**, 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, the tasks currently identified include the following:

Task 1: Re-Keying All Offices and Suites in City Hall

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

WHEREAS, Contractor is 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 A, Scope of Services. Each task assigned under this Agreement shall be described in Exhibit A. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Contractor shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Contractor shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the City officials designated by the Board as project coordinator(s).

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

Article 2. Standard of Care: Contractor shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Contractor's profession in the location and at the time of the rendering of the services. The City's Operation and Facility Director shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the Operation and Facility Director 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 shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

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

B. Representative

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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 monthly 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 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 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 party 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 party.

Article 8. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Board as part of the Services shall become the property of the Board. Contractor shall retain its 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 Contractor.

Article 9. Independent Contractor Status: During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the Board.

Article 10. Indemnification: To the fullest extent permitted by law, Contractor 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 Contractor's officers, directors, partners, employees, or subcontractors in the performance of services under this Agreement.

Article 11. Insurance: During the performance of any and all Services under this Agreement, Contractor shall 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, 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 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 may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Contractor 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 12. Conflict of Interest: Contractor declares that it has no 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 agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 13. 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 14. 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 15. Assignment: Neither the Board nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Contractor 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 16. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Contractor.

Article 17. 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 18. Non-Discrimination: Contractor 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 19. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Department of Public Works
Attn: Barry Collins
401 N. Morton Street
Bloomington, IN 47404

Contractor:

Indiana Door & Hardware Specialties, Inc.
Attn: Troy Baker
P.O. Box 278
Bloomington, IN 47402

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

Article 20. Intent to be Bound: The Board and the Contractor 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 21. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

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

Article 22. Warranty. Any warranties associated with this proposal are defined in manufacturer's warranties accompanying the purchase of this product and are made by the manufacturer. Contractor honors those warranties (one year) regarding this product(s). Contractor makes no warranties of merchantability and fitness for a particular purpose. In no event will Contractor be liable for any direct, special or consequential damages arising out of or in connection with the delivery, use or inability to use, or performance of this product(s).

Article 23. Verification of New Employees' Immigration 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 hereto as Exhibit D and incorporated herein by reference, affirming that Contractor 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 subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the contractor or subcontractor subsequently learns is an unauthorized alien. If the Board obtains information that the Contractor or a subcontractor employs or retains an employee who is an unauthorized alien, the Board shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the Board shall terminate the contract, unless the Board determines that terminating the contract would be detrimental to the public interest or public property, in which case they may allow the contract to remain in effect until they procure a new Contractor. If the Board terminates the contract, the Contractor or subcontractor is liable to the Board for actual damages.

Contractor shall require any subcontractors performing work under this contract to certify 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 the contract with the Board.

Article 24. No Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any

person relative to the price to be offered by any person nor prevent any person from making an offer nor induce anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit E and incorporated herein by reference, affirming that Contractor has not engaged in any collusive conduct.

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

Owner

Contractor

City of Bloomington
Board of Public Works

Indiana Door & Hardware Specialties, Inc.

By: _____
Printed: _____

Paul Baker, Owner

By: _____
Printed: _____

By: _____
Printed: _____

By: _____
John Hamilton, Mayor

EXHIBIT A

SCOPE OF WORK

Scope of Services includes: the replacement of all existing cores in all doors within all offices and suites in City Hall.

The key system to will be Medeco X4 keying system or an approved equal. (See Medeco Specifications attached.)

1. The system shall be proprietary with the owner/end user, being the City of Bloomington.
2. City of Bloomington shall provide the manufacturer with a list of authorized persons that have the ability to order additional keys, cores, locks, control keys and any other materials needed as they pertain to the locking system.
3. System shall be highly restricted, and patented keyway shall be assigned exclusively to the City of Bloomington as the owner.
4. City of Bloomington will require that a Dealer provide service for the facility, including servicing of the entire product line.
5. Any key blanks in the controlled or restricted keyway shall be housed at the Dealer's location off the premises of the City of Bloomington.
6. All key blanks will be custom coined by the manufacturer with a coining die which identifies those key blanks as belonging to the City of Bloomington by name, logo or other unique marking. City of Bloomington understands it will be required to purchase the coining die at the quoted cost of the manufacturer.
7. A Locksmith Service Agreement be provided as an agreement between the City of Bloomington (end user), a Dealer/Distributor and the manufacturer. This agreement will be required as the City of Bloomington (end user) wants the end user keyway, but wants a Dealer to service and maintain the system. This agreement will allow the City of Bloomington (end user) restricted key blanks to ship to the Dealer/Distributor. The manufacturer shall never ship the City of Bloomington's restricted section key blanks to a Dealer without this executed agreement being in place and current.
8. City of Bloomington shall provide a letter authorizing the manufacturer at every order of key blanks that will be shipped to the Dealer/Distributor. A blanket authorization cannot be used for shipping key blanks to the Dealer/Distributor.
9. Manufacturer shall provide the City of Bloomington with a Sample Letter of Authorization to ship key blanks and or other materials requested by the City of Bloomington.
10. Selected Dealer/Distributor shall include sample Restricted Key Agreement with Proposal for review and acceptance by the City of Bloomington.

Medeco X4 Architectural Product Specifications

Cylinders shall be of the knob, rim, mortise, or interchangeable core type. All cylinder components (excluding tumbler pins) shall be constructed of machined extruded brass. All cylinders, cores and housings shall be available in all standard architectural finishes and shall match the cylinder housing and lock and door hardware. Further, cylinders and housings shall be plated, not scalped with the appropriate finish.

Cylinders to be of the 6 or 7 pin tumbler type, providing the maximum unique, non-interchangeable key combinations respectively. All cylinders shall incorporate two locking elements consisting of pin tumbler elevation and a slider mechanism. Further expansion of a master key system shall be available by use of additional multiplex keyways. Cylinders shall not lose any combinations due to MACs (maximum adjacent cut) loss.

All cylinders shall use a .150" space dimension between tumbler pin chambers and shall be capable of using industry standard tumbler pins. Cylinder shall contain standard pins, a portion of which (both bottom and top pins) shall be spooled to resist pick attacks.

All non-1/C rim and mortise cylinders shall be so constructed to use threaded set screws, not staked covers or caps, to cover each individual tumbler pin chamber.

All cut keys, key blanks and cylinders (knob, rim, mortise, and interchangeable core-type) shall be so constructed to be capable of being keyed in the same system, allowing the convenience of one master key to operate all types of listed cylinders. Further, the key or key blank's tip shall be so constructed to correctly locate the bits of the key beneath the proper chamber of an interchangeable core cylinder by locating against a key stop on the rear core. Additionally, the key or key blank's shoulder shall serve as a stop to correctly locate the bits of the key beneath the proper plug chamber of rim, mortise and knob-type cylinders by locating against the front face of the cylinder.

All cut keys and key blanks shall be utility patented and controlled by a contract between the end user and the manufacturer. Key blanks for this project shall be delivered directly from the factory to the end user unless otherwise requested in writing by the end user.

All keys must be capable of being configured to allow an upgrade to a dual mechanical/electronic credential by the simple exchange of a field removable key bow.

The key shall incorporate the capacity to include eight possible side bittings along the key blade located on two different planes or surfaces of the key.

All key blanks shall be custom coined with the end user's name or other unique identification mark. All cut keys and key blanks are to be constructed from nickel silver.

All keys shall be capable of being cut by a punch machine that originates the exact cut in the key from the code sheet, instead of using patterns. Cylinders shall be immediately re-key able to new combinations or a new system at any time desired and shall be serviceable on location in the field. Installation of the cylinders shall require no modifications to U.S. manufactured commercial grade locksets.

The locking system established for this project shall be proprietary and the owner will furnish the manufacturer a list of those persons and their signatures that will be authorized and required to order additional pinned materials or duplicate keys. Orders not bearing authorized signatures will not be filled.

All cylinders, cores, housings, keys and key blanks shall be made in the USA.

Other considerations:

- The cylinders, cores, housings, key blanks, and servicing equipment must be made in USA.
- The manufacturer shall provide a system where all cylinder/core formats can be operated by a single key within the same key system (Cylinder/core formats would include, but not be limited to: rim/mortise/KIK/KIUSFIC/LFIC/Cam Locks).
- The manufacturer will provide a highly restricted, patented keyway that will be assigned to the City of Bloomington.
- The manufacturer's key system should be capable of producing up to 64K useable combinations under a single keyway profile.
- The manufacturer will require signed Key Control Agreements for the keyway that is assigned to help with the enforcement of key control and to maintain the integrity of the key system.
- The manufacturer will implement Letters of Authorization that only allows an authorized individual(s) the authority to order custom coined cut keys (Sample Letter Attached).
- The manufacturer will require the use of a specialized custom coined die (not stamped) to mark all of the keys for the City of Bloomington's system.
- The manufacturer will only supply cut keys and key blanks that are constructed of nickel silver.
- The manufacturer will offer a lifetime warranty on all key blanks.
- The manufacturer's key system (keys) will be a utility patent protected through at least 2027.
- The manufacturer's key system design shall at a minimum include two locking elements that will require two shear lines be established by an authorized key (traditional shear line for split pin tumbler cylinders/cores and a shear line established by the sliding mechanism and an internal locking pin).
- The manufacturer's bottom pin segments will be required to be nickel silver.
- The manufacturer's bottom and top pin segments shall have certain pin #s that are spooled to resist picking attacks.
- The manufacturer's non-interchangeable core cylinders rim and mortise cylinders shall be so constructed to use threaded set screws, not staked covers or caps, to cover each individual pin chamber.

- The manufacturer's non-interchangeable key-in-knob/lever cylinders shall be so constructed to use a sliding pin chamber cover, not staked covers or caps, to cover each individual pin chamber.
- The manufacturer's keys must be capable of being configured to allow an upgrade to a dual mechanical/electronic credential by the simple exchange of a field removable key head.
- The manufacturer's key system shall incorporate unique internal components that allow a key system's bittings (combinations) to be expanded beyond normal A2 or 2-step progression key system specifications under a single key way profile.
- All keys shall be capable of being cut by a punch machine or electric or pneumatic key machine that originates the exact cut in the key from the bitting list, instead of using patterns.
- Cylinders and cores shall be immediately rekeyable to new combinations or a new system at any time desired and shall be serviceable on location in the field. Installation of the cylinders shall require no modifications to US manufactured commercial grade locksets.
- The manufacturer shall provide a warranty on cylinders, cores, and service equipment for a minimum of 2 years.
- The key system established for this project shall be proprietary and owned by the City of Bloomington. The City of Bloomington will have complete access to the key records for the system. The City of Bloomington will furnish the manufacturer a list of those persons and their signatures that will be authorized and required to order additional pinned materials or duplicate keys. Orders not bearing authorized signatures will not be filled.
- The manufacturer shall continue to enforce the key control policies and ordering authorization/verification for cylinders, cores, cut keys, and key blanks for the life of the key system, even after patent expiration.

EXHIBIT B

COMPENSATION

This project is to be conducted with an agreed Not to Exceed Cost of Ten Thousand Eight Hundred Eighty-One Dollars and Zero Cents (\$10,881.00).

EXHIBIT C

ESTIMATED PROJECT SCHEDULE

All materials shall be ordered upon Contractor's receipt of a Notice to Proceed. Upon receipt of materials, Contractor shall complete installation within one (1) week.

EXHIBIT E

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

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.

Dated this _____ day of _____, 2016.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Subscribed and sworn to before me this ____ day of _____, 2016.

My Commission Expires:

Notary Public Signature

Resident of _____ County

Printed Name

Request for Quotes

Re-Keying

City Hall

2015

Phase #1

The City of Bloomington is requesting quotes to re-key all entry locks located in the City Hall Showers Building. This process will be completed in Two (2) Phases.

Interested quoter's shall visit the City Hall Showers Building to verify locations, amounts, and type of locking systems, finishes, keying types and any items requested by this Scope of Work.

Phase #1 will include the following:

1. Existing cores shall be removed and temporary cores installed in the following locations:
 - a. Planning Group
 - i. Planning North Entry--B140A
 - ii. Planning Director—A161A
 - b. City Council Group
 - i. City Clerks Hall Entrance—A120A
 - ii. City Clerk's Office—A121A
 - iii. City Council Office—A122A
 - iv. Library/Conference Room—A123A
 - v. Council Chamber to Clerks Office—A127A
 - vi. Office to Council Chambers—A127B
 - c. Housing And Neighborhood Development Group
 - i. HAND Waiting (exterior)—A150A
 - ii. HAND Waiting (interior)—A150C
 - iii. HAND Employee Entrance—A151A
 - iv. HAND Director—A158A
 - v. Lemon Conference Room from Hall—A107A
 - vi. Lemon Conference Room from HAND—A107B
 - d. Public Works Group
 - i. Director of Public Works—A142A
 - ii. Assistant Director of Public Works—A143A
 - iii. Public Works Waiting—A140A
 - iv. Public Works Clerical—A140B
 - v. Public Works Storage—A144A
 - vi. Public Works HAND Entrance—A156A

- e. Economic and Sustainability Department Group
 - i. ESD Director—A170A
 - ii. ESD Entrance—A113A
 - iii. ESD Waiting Exterior—B167A
 - iv. ESD Waiting (interior)—B167C
 - f. Exterior Entrance Group
 - i. Employee Entrance Main South—A100A
 - ii. Employee Entrance Main North—A100B
 - iii. Atrium Handicap (swinging)—A101A
 - iv. Employee Entrance North—B100A
 - g. Mayoral Office Group
 - i. Mayor's Office Entrance Top Lock—A220B
 - ii. Mayor's Office Entrance Bottom Lock—A220A
 - iii. Deputy Mayor—A222A
 - iv. Mayor—A223A
 - v. Council Chambers Stairway (upper)—A224A
 - vi. Council Chambers Stairway (lower)—A128A
 - h. Legal Office Group
 - i. Legal Waiting (exterior)—A230A
 - ii. Legal Waiting (interior)—A230C
 - iii. Corporate Council Office—A240A
 - iv. Law Library Employee Entrance—A245A
 - i. Humane Resources Group
 - i. H.R Main Entrance—A260B
 - ii. H.R. Reception—A260A
 - iii. H.R. Director—A263A
2. All temporary cores shall be have two (2) keys and be Grand Mastered (to all temporary cores) and Sub Mastered according to each group. Example: Planning Group; 2 keys for door B140A, 2 keys for door A161A, total of 4 keys and both shall be Grand Mastered and Sub Mastered with two keys, for a total of 6 keys for the Group.
 3. Provide a total of 25 Grand Master Keys.
 4. Provide a total of 18 sub master keys
 5. Provide a total of 4 control keys
 6. Temporary cores shall be installed immediately after approval of the quote.

Phase #2

Phase #2 will include the following:

Replace all existing cores in all doors with-in City Hall Showers building including the temporary cores that were installed in Phase #1.

The key system to will be Medeco X4 keying system or an approved equal. (See Medeco Specifications attached)

1. The system shall be proprietary with the owner/end user, being the City of Bloomington
2. City of Bloomington shall provide the manufacturer with a list of authorized persons that have the ability to order additional keys, cores, locks, control keys and any other materials needed as it pertains to the locking system.
3. System shall be highly restricted and patented keyway shall be assigned exclusively to the City of Bloomington as the owner.
4. City of Bloomington will require to have a Dealer provide service for the facility, including servicing of the entire product line.
5. Any key blanks in the controlled or restricted keyway shall be housed at the dealer's location off premises of the City of Bloomington.
6. All key blanks will be custom coined by the manufacturer with a coining die which identifies those key blanks as belonging to the City of Bloomington by name, logo or other unique marking. City of Bloomington understands it will be required to purchase the coining die at the quoted cost of the manufacturer.
7. A Locksmith Service Agreement be provided as a agreement between the City of Bloomington (end user), a dealer/distributor and the manufacturer. This agreement will be required as the City of Bloomington (end user) wants the end user keyway, but wants a dealer to service and maintain the system. This agreement will allow the City of Bloomington (end user) restricted key blanks to ship to the dealer/ distributor, the manufacturer shall never ship the City of Bloomington's restricted section key blanks to a dealer without this executed agreement being in place an current.
8. City of Bloomington shall provide a letter authorizing the manufacturer at every order of key blanks that will be shipped to the dealer/distributor. A blanket authorization cannot be used for shipping key blanks to the dealer/distributor.
9. Manufacturer shall provide the City of Bloomington with a Sample Letter of Authorization to ship keys blanks and or other materials requested by the City of Bloomington.
10. Selected Dealer/Distributor shall include sample Restricted Key Agreement with Proposal for review and acceptance by the City of Bloomington.

Medeco X4 Architectural Product Specifications

Cylinders shall be of the knob, rim, mortise, or interchangeable core type. All cylinder components (excluding tumbler pins) shall be constructed of machined extruded brass. All cylinders, cores and housings shall be available in all standard architectural finishes and shall match the cylinder housing and lock and door hardware. Further, cylinders and housings shall be plated, not scalped with the appropriate finish.

Cylinders to be of the 6 or 7 pin tumbler type, providing the maximum unique, non-interchangeable combinations respectively. All cylinders shall incorporate two locking elements consisting of pin tumbler elevation and a slider mechanism. Further expansion of a master key system shall be available by use of additional multiplex keyways. Cylinders shall not lose any combinations due to MACs (maximum adjacent cut) loss.

All cylinders shall use a .150" space dimension between tumbler pin chambers and shall be capable of using industry standard tumbler pins. Cylinder shall contain standard pins, a portion of which (both bottom and top pins) shall be spooled to resist pick attacks.

All non-1/C rim and mortise cylinders shall be so constructed to use threaded set screws, not staked covers or caps, to cover each individual tumbler pin chamber.

All cut keys, key blanks and cylinders (knob, rim, mortise, and interchangeable core-type) shall be so constructed to be capable of being keyed in the same system, allowing the convenience of one master key to operate all types of listed cylinders. Further, the key or key blank's tip shall be so constructed to correctly locate the bits of the key beneath the proper chamber of an interchangeable core cylinder by locating against a key stop on the rear core. Additionally, the key or key blank's shoulder shall serve as a stop to correctly locate the bits of the key beneath the proper plug chamber of rim, mortise and knob- type cylinders by locating against the front face of the cylinder.

All cut keys and key blanks shall be utility patented and controlled by a contract between the end user and the manufacturer. Key blanks for this project shall be delivered directly from the factory to the end user unless otherwise requested in writing by the end user.

All keys must be capable of being configured to allow an upgrade to a dual mechanical/electronic credential by the simple exchange of a field removable key bow.

The key shall incorporate the capacity to include eight possible side bittings along the key blade located on two different planes or surfaces of the key.

All key blanks shall be custom coined with the end user's name or other unique identification mark. All cut keys and key blanks are to be constructed from nickel silver.

All keys shall be capable of being cut by a punch machine that originates the exact cut in the key from the code sheet, instead of using patterns. Cylinders shall be immediately re-key able to new combinations or a new system at any time desired and shall be serviceable on location in the field. Installation of the cylinders shall require no modifications to

U.S. manufactured commercial grade locksets.

The locking system established for this project shall be proprietary and the owner will furnish the manufacturer a list of those persons and their signatures that will be authorized and required to order additional pinned materials or duplicate keys. Orders not bearing authorized signatures will not be filled.

All cylinders, cores, housings, keys and key blanks shall be made in the USA.

Other considerations:

- The cylinders, cores, housings, key blanks, and servicing equipment must be made in USA
- The manufacturer shall provide a system where all cylinder/core formats can be operated by a single key within the same key system (Cylinder/core formats would include, but not be limited to: rim/mortise/KIK/KIUSFIC/LFIC/Cam Locks).
- The manufacturer will provide a highly restricted, patented keyway that will be assigned to the City of Bloomington..
- The manufacturer's key system should be capable of producing up to 64K useable combinations under a single keyway profile.
- The manufacturer will require signed Key Control Agreements for the keyway that is assigned to help with the enforcement of key control and to maintain the integrity of

the key system.

- The manufacturer will implement Letters of Authorization that only allows an authorized individual(s) to authority to order custom coined cut keys (Sample Letter Attached)
- The manufacturer will require the use of a specialized custom coined die (not stamped) to mark all of the keys for the City of Bloomington's system.
- The manufacturer will only supply cut keys and key blanks that are constructed of nickel silver.
- The manufacturer will offer a lifetime warranty on all key blanks.
- The manufacturer's key system (keys) will be a utility patent protected through at least 2027.
- The manufacturer's key system design shall at a minimum include two locking elements that will require two shear lines be established by an authorized key (traditional shear line for split pin tumbler cylinders/cores and a shear line established by the sliding mechanism and an internal locking pin)
- The manufacturer's bottom pin segments will be required to be nickel silver.
- The manufacturer's bottom and top pin segments shall have certain pin # that are spooled to resist picking attacks.
- The manufacturer's non-interchangeable core cylinders rim and mortise cylinders shall be so constructed to use threaded set screws, not staked covers or caps, to cover each individual pin chamber.
- The manufacturer's non-interchangeable key-in-knob/lever cylinders shall be so constructed to use a sliding pin chamber cover, not stakes covers or caps, to cover each individual pin chamber.
- The manufacturer's keys must be capable of being configured to allow an upgrade to a dual mechanical/electronic credential by the simple exchange of a field removable key head.
- The manufacturer's key system shall incorporate unique internal components that allow a key system's bittings (combinations) to be expanded beyond normal A2 or 2-step progression key system specifications under a single key way profile.
- All keys shall be capable of being cut by a punch machine or electric or pneumatic key machine that originates the exact cut in the key from the bitting list, instead of using patterns.
- Cylinders and cores shall be immediately rekeyable to new combinations or a new combinations or a new system at any time desired and shall be serviceable on location in the field. Installation of the cylinders shall require no modifications to US manufactured commercial grade locksets.
- The manufacturer shall provide a warranty on cylinders, cores, and service equipment for a minimum of 2 years.
- The key system established for this project shall be proprietary and owned by the City of Bloomington. The City of Bloomington will have complete access to the key records for the system. The City of Bloomington will furnish the manufacturer a list of those persons and their signatures that will be authorized and required to order additional pinned materials or duplicate keys. Orders not bearing authorized signatures will not be filled.

The manufacturer shall continue to enforce the key control policies and ordering authorization/verification for cylinders, cores, cut keys, and key blanks for the life of the key system, even after patent expiration.

City Hall Re-keying
Project 2015
Contractors List

| Contractor | Walk Through | Amount | |
|-------------------------|--------------|----------|--------------------|
| Indiana Door & Hardware | 12/9/2015 | Phase #1 | \$6,753.00 |
| P.O. Box 278 | | Phase #2 | <u>\$10,881.00</u> |
| Bloomington In | | | |
| 812-336-0813 | | | |
| Troy Baker | | Total | \$17,634.00 |
| | | | |
| J&S Locksmiths | 12/21/2015 | Phase #1 | \$2,028.50 |
| West 17 th | | Phase #2 | <u>\$10,254.31</u> |
| Bloomington In. | | Total | \$12,282.81 |
| 812-332-4996 | | | |
| | | | |
| Burton's Lock & Key | Did not Bid | | Did Not Bid |
| Ellettsville, In. | | | |
| 812-876-8392 | | | |

Note: Phase #1 will be deducted for all quotes, as we have elected not to do this Phase. Phase #2 the complete re-keying will be the only quote allowed.

Q U O T A T I O N

J & S LOCKSMITH SHOP
 508 W 17th St.
 BLOOMINGTON, IN 47404
 Phone #: (812)332-4533
 Fax #: (812)331-7849

PHONE #: (812)349-3410
 CELL #: (812)325-2952
 ALT. #:
 P.O.#: Medeco X4
 TERMS: Net 30 EOM
 SALES TYPE: Quote

DATE: 12/23/2015
 ORDER #: 58615
 CUSTOMER #: 6865
 CP: 1
 LOCATION: 1
 STATUS: Active

BILL TO 6865

Bloomington - Public Works
 P.O. Box 100
 401 N. Morton
 Bloomington, IN 47402

SHIP TO

Bloomington - Public Works
 P.O. Box 100
 401 N. Morton
 Bloomington, IN 47402

| MFR | PRODUCT NUMBER | DESCRIPTION | QTY | PRICE | NET | TOTAL |
|------|----------------|---|-----|------------|------------|------------|
| **** | LOCKS | Medeco X4 SFIC w/2 Keys per Core | 169 | \$45.50 | \$45.50 | \$7,689.50 |
| **** | KEYS | Master and Sub Master Keys | 57 | \$8.96 | \$8.96 | \$510.72 |
| **** | LOCKS | Die Charge for Custom Coin Keyblanks | 1 | \$582.50 | \$582.50 | \$582.50 |
| **** | KEYS | Medeco X4 Custom Keyblanks | 100 | \$4.44 | \$4.44 | \$444.00 |
| **** | LOCKS | k4001 Small Pin Kit and Medeco X4 key Punch | 0.5 | \$1,535.18 | \$1,535.18 | \$767.59 |
| **** | LL | Labor to Install (Per Hour) | 4 | \$75.00 | \$55.00 | \$220.00 |
| **** | SC | SERVICE CALL | 1 | \$40.00 | \$40.00 | \$40.00 |

SORRY NO RETURNS ON ELECTRICAL OR SPECIAL
 ORDER ITEMS. NO RETURNS AFTER 30 DAYS.
 THANK YOU FOR YOUR BUSINESS.

SUBTOTAL: \$10,254.31
 TAX: \$0.00
ORDER TOTAL: \$10,254.31

Authorized By: _____

Indiana Door & Hardware Specialties, Inc.

Quote

Indiana Door & Hardware Specialties Inc.
 PO BOX 278
 Bloomington, IN 47402

| Date | Quote # |
|------------|---------|
| 12/11/2015 | 773 |

| Name / Address |
|---|
| CITY OF BLOOMINGTON 401 N. Morton St. P.O. BOX 100 BLOOMINGTON, IN 47404 |

| Ship To |
|---------|
| |

PO 2015 7823
10-19 53610

| Rep | Project |
|-----|---------|
| | |

| Description | Qty | Total |
|--|------------------|--------|
| Attention. Barry Collins Phase 2: Cores Submaster keys (two per each submaster) 2 Keys per cylinder furnished (338 keys total) Phase 2 Material and Labor Cost: \$10,881.00 Option to add key cabinets for each department: 30 key capacity cabinet- \$75.00 each 40 key capacity cabinet- \$85.00 each 60 key capacity cabinet- \$120.00 each 80 key capacity cabinet- \$140.00 each Please see attached Certificate of Insurance. This quote is good for 30 days. Excludes: Overtime work, sales tax, anything not listed above. Copies of Phase 1 and Phase 2 included by Barry Collins. Indiana Door will fill out the necessary forms needed to get the material ordered and will assist with the forms to be completed by the City of Bloomington. TAX EXEMPT SALES | 169 32 338 | 0.00 |
| Total | | \$0.00 |

RECEIVED
 DEC 11 2015

BY: *BK*



Board of Public Works Staff Report

Project/Event: Resolution 2016-01 Confirming the Appointment of Adam G. Wason as Director of Public Works

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: January 5, 2016

On January 1, 2016, Mayor John Hamilton appointed Adam G. Wason as Director of Public Works.

According to Indiana Code 36-4-9-2, the appointment of a Director of Public Works is subject to the approval of the Board of Public Works, therefore Staff requests that the Board of Public Works hereby confirms Mayor John Hamilton's appointment of Adam G. Wason as Director of the Department of Public Works of the City of Bloomington, Indiana.

Recommend **Approval** **Denial by** Christina Smith

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS

Resolution 2016-01
Confirming the Appointment of Adam George Wason
As Director of the Department of Public Works

WHEREAS, the Common Council of the City of Bloomington, Indiana, has established a Department of Public Works, BMC § 2.10.000; and,

WHEREAS, on January 1, 2016, Mayor John Hamilton appointed Adam George Wason as Director of the Department of Public Works; and,

WHEREAS, Indiana Code § 36-4-9-2 states that appointment of a Director of Public Works is subject to the approval of the Board of Public Works.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

The Board of Public Works hereby confirms Mayor John Hamilton's appointment of Adam George Wason as Director of the Department of Public Works of the City of Bloomington, Indiana.

PASSED AND ADOPTED by the Board of Public Works of the City of Bloomington, Monroe County, Indiana, upon this 5th day of January 2016.

Printed Name _____

Printed Name _____

Printed Name _____