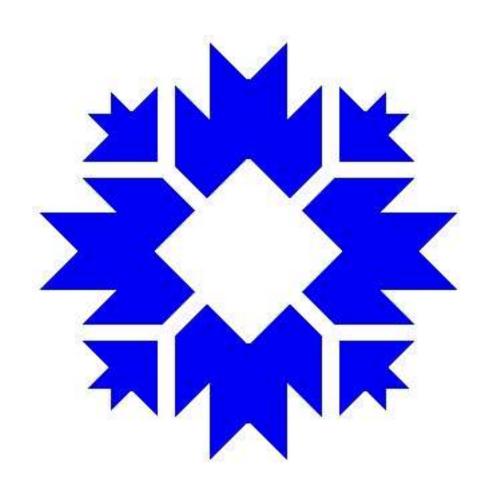
Board of Public Works Meeting October 17, 2017



REVISED AGENDA BOARD OF PUBLIC WORKS

A Regular Meeting of the Board of Public Work to be held Tuesday, October 17, 2017 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. OPEN SEALED BIDS & QUOTES

1. Open Sealed Bids for 4th St. Garage Power System Replacement Project

IV. TITLE VI ENFORCEMENT

1. Permission to Abate Property at 1100 W. 10th St.

V. CONSENT AGENDA

- 1. Approval of Minutes-October 3, 2017
- 2. Resolution 2017-91: Allow Mobile Vendor License to Operate in the Public Right-of-Way (Cuahuizo-Group dba Juannitas)
- 3. Resolution 2017-92: Allow Mobile Vendor to Renew License to Operate in the Public Right-of-Way (Pili's Party Taco)
- 4. Resolution 2017-94: Use of City Streets for Parks Holiday Market and Carriage Rides (Saturday, 11/25)
- 5. Resolution 2017-80: Use of City Streets for Village Deli/Soma 5K Run and Walk (Saturday, 11/11)
- 6. Approval of Payroll

VI. NEW BUSINESS

- 1. Resolution 2017-95: Uphold Order to Seal and Vacate Unsafe Structure at 105 W. Southern Dr.
- 2. Award Tapp & Rockport Rd. Right-of-Way Clearing Contract to J.R Ellington Tree Experts
- 3. Approve Change Order #2 for 2nd St. & College Rd. Intersection Modernization Project
- 4. Approve Amendment #1 to Agreement with Al Warren Oil, Heritage Petroleum, Petroleum Traders, and White River Co-Op, for Purchase and Delivery of Fuel
- 5. Approve Contract with CE Solutions for Assessment of Structural Conditions for All Parking Garages
- 6. Approve Change Order #1 with Ankriss Services for 4th St. Skywalk Renovation Project

VII. STAFF REPORTS & OTHER BUSINESS

VIII. APPROVAL OF CLAIMS

IX. ADJOURNMENT

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812-349-3410 or email public.works@bloomington.in.gov.



Board of Public Works Staff Report

•			•
Project/Event:		1100 W. 10 th Str	reet
Petitioner/Repre	sentative:	Housing & Neig	hborhood Development
Staff Representa	ıtive:	Jo Stong	
Date:		October 17, 201	17
permission to aba is overgrown; the	ate the above propere are tires and other and Supportinged. There is no	erty for weeds an ner items on the p ng Justification:	pment Department is requesting and trash. The property is vacant and property. The property is vacant and the prest in the property. Attached are
Recommend D	🛚 Approval 🗌 De	enial by:	Jo Stong



City of Bloomington Housing and Neighborhood Development

On	Sept. 25 2017, Housing and Neighborhoo
Devel	opment (HAND) issued a ticket for the following violation of the City of nington Municipal Code.
	6.04.070 - Containers, bags and other articles to be picked up shall not be placed upon the street of sidewalk so as to be visible from the street more than twenty-four hours prior to the time whe such refuse, yard waste or recycling is to be collected and it shall be removed from the street of sidewalk on the same day as the collection is made.
<u>\</u>	6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, of other refuse over or upon any premises, street, alley, either public or private, or to suffer or permitange any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned occupied or controlled by such person either with or without the intent to later remove, cover, of burn it.
	6.06.050 - It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.
The theref	icket was issued to the property located at violation has not been corrected and the correction period has lapsed. HAND ore is requesting approval from the City of Bloomington Board of Public Works the violation.
BPW	Meeting Date: October 17 2017 Abatement Approved: (Y/N)
Prope	rty Owner: Donald Franklin Staggs ess: 1100 W. 10th St.
Addre	ess: 1100 W. 10th st.
Is this	a rental? (Y/N)
Agen	:
Addre	ess:
Parce	Number: 53 -05-32-207-018 -600-005
Legal	Number: 53-05-32-207-018-000-005 Description: U13-42280-00 JN Aleman dy Pt E1/2 Lot 18

Fax: (812) 349-3582





9.25,17 Is



City

BPW:

Zip Code

Notice of Violation

Housing & Neighborhood Development Department (HAND) P.O. Box 100 401 N. Morton Street Bloomington, IN 47402

www.bloomington.in.gov/hand/ Time / / Address/location Date Issued by: BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection. ☐ Fine Due: \$15.00 ☐ Warning (No fine due at this time) NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.060(c). BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it. Fine Due: \$\Bigcup \$50 \$\Bigcup \$100 \$\Bigcup \$150 \$\bigcup \$\bigna \$\bigcup \$\bigcup \$\bigcup \$\bigcup \$\bigcup \$\bigcup \$\bigcu BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches. \square Fine Due: \square \$50 \square \$100 \square \$150 Warning (No fine due at this time) Ticket# NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c). Comments: Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND". All fines listed above may be contested in the Monroe County Circuit Courts. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV. **Owner Name** Agent Name Address

State

City

Zip Code

Mail Copies To: Resident: ____ Owner: ____ Agent: ____

The Board of Public Works meeting was held on Tuesday, October 3, 2017 at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

REGULAR MEETING
OF THE BOARD OF
PUBLIC WORKS

Present: Kyla Cox Deckard

Kelly Boatman Dana Palazzo **ROLL CALL**

City Staff: John Hewett – Housing and Neighborhood

Development

Jackie Moore – City Legal

Mike Arnold – Housing and Neighborhood

Development

Neil Kopper – Planning and Transportation Matt Smethurst – Planning and Transportation Andrew Cibor– Planning and Transportation Daniel Backler – Planning and Transportation Virgil Sauder – Animal Care and Control

Christina Smith – Public Works Valerie Hosea – Public Works

None <u>MESSAGES FROM</u>
BOARD MEMBERS

None PETITIONS &

REMONSTRANCES

OPEN SEALED BIDS AND QUOTES

Cox Deckard opened the sealed quotes Tapp/Rockport Right of Way Clearing. Quotes were received from the following companies:

Open Sealed Quotes for Tapp/Rockport Right of Way Clearing

• J.R. Ellington Tree Experts: \$54,000

Staff will review the quotes and bring a recommendation back to the

Board at a subsequent meeting.

TITLE VI ENFORCEMENT

John Hewett, with Housing and Neighborhood Development, presented the request to Abate the Property at 2611 E. Roundhill Ln. See meeting packet for further details.

Permission to Abate Property at 2611 E. Roundhill Ln

Palazzo asked if there has been any correspondence with the property owner.

Hewett confirmed. He said this has been an ongoing issue since 2001

Cox Deckard added that this property had a one-year continuous order to abate.

Hewett explained that the ordinance does not allow for a continuous abatement request on the first violation. As the code is currently written, this will be a cyclical approval.

Mark Webb, a Spicewood resident, expressed support of the request.

Sandy Sabaugh, a Spicewood resident, expressed support of the request.

John Kennedy, a Spicewood resident, expressed support of the request.

Catherine Conlon, a Spicewood resident, expressed support of the request.

Mary Kennedy, a Spicewood resident, expressed support of the request.

Cox Deckard asked about the policy for dead trees.

Hewett explained that Title XVI, Title VIII, and Title VI, of the

Bloomington Municipal code do not have any provisions for the department to enforce regarding this issue.

Palazzo asked about the compliance of the vehicles. Hewett explained the vehicles are in compliance because they are on private property.

Boatman asked if there is another tier of enforcement beyond the continuous abatements.

Hewett said currently, there is not.

Sabaugh asked if the Supreme Court ruling should have concluded this issue.

Jackie Moore, explained the Supreme Court ruling was regarding whether rights were violated by the ordinance.

Palazzo made am motion to approve the request to Abate the Property at 2611 E. Roundhill Ln. Boatman seconded. The motion passed. Abatement approved.

- 1. Approval of Minutes-September 19, 2017
- 2. Resolution 2017-85: Allow Mobile Vendor to Renew License to Operate in the Public Right-of-Way (Juancho's Munchies)
- 3. Resolution 2017-86: Allow Pushcart Vendor License to Operate in the Public Right-of-Way (The Sandwich Spot)
- 4. Resolution 2017-87: Allow Pushcart Vendor License to Operate in the Public Right-of-Way (Big Dawgs)
- 5. Approval of Payroll for 9/29/17 in the amount of \$385,763.17

Boatman made a motion to approve the items on the Consent Agenda. Palazzo seconded. The motion passed. Consent Agenda approved.

Mike Arnold, with Housing and Neighborhood Development,

NEW BUSINESS

Resolution 2017-90:

BPW 10-3-17 Page 3

CONSENT AGENDA

Resolution 2017-90: Uphold Order to Seal Unsafe Structure at 1825 S. Covey Ln. See meeting packet for further details.

Arnold added that he revisited the property earlier in the day and found the structure remained unsealed.

Boatman asked if this property has a history with the City.

Arnold confirmed.

Cox Deckard asked if it possible that the property owner could seal it before the deadline.

Arnold confirmed. He said staff has sent notices using First-Class mail, and it has not been returned.

Palazzo made a motion to Resolution 2017-90: Uphold Order to Seal Unsafe Structure at 1825 S. Covey Ln. Boatman seconded. The motion passed. Resolution 2017-90 approved.

Sean Starowitz, with Economic and Sustainable Development, presented Resolution 2017-88: Use of City Streets for Campus Costume Festival and Parade (Saturday, 10/7). See meeting packet for further details.

Cox Deckard asked about the adjustments that were made.

Kimberly McGuire, the event coordinator, explained there were concerns about the use of the second half of 4th St. so closure request was changed.

Boatman asked about the Updraft.

McGuire explained that they are a charity that aims to improve education and schools.

Cox Deckard added that the Police Department had concerns about the original proposed date for this event, not the current date.

Boatman made a motion to Resolution 2017-88: Use of City Streets for Campus Costume Festival and Parade (Saturday, 10/7). Palazzo

Resolution 2017-90: Uphold Order to Seal Unsafe Structure at 1825 S. Covey Ln.

Resolution 2017-88: Use of City Streets for Campus Costume Festival and Parade (Saturday, 10/7)

seconded. The motion passed. Resolution 2017-88 approved.

Starowitz presented Resolution 2017-89: Use of City Streets for Tamarron Block Party (Saturday, 10/21). See meeting packet for further details

Boatman asked if the event is confined to the area between the two houses

Carol Damon, with the Tamarron Home Owner's Association, confirmed

Palazzo made a motion to approve Resolution 2017-89: Use of City Streets for Tamarron Block Party (Saturday, 10/21). Boatman seconded. The motion passed. Resolution 2017-89 approved.

Neil Kopper, with Planning and Transportation, presented Design Services Agreement with Lochmueller Group for Traffic Signals Replacement at 17th St. & Dunn St., and 17th St. & Madison/Kinser Pk. See meeting packet for further details.

Boatman asked how this project will impact the new construction at that location.

Kopper explained the developers must coordinate with City staff regarding this project.

Cox Deckard asked if this contract is specifically for engineering design.

Kopper confirmed. He explained this takes it through the appraisal problem analysis regarding any right-of-way acquisitions.

Boatman made a motion to approve the Design Services Agreement with Lochmueller Group for Traffic Signals Replacement at 17th St. & Dunn St., and 17th St. & Madison/Kinser Pk. Palazzo seconded. The motion passed. Contract approved.

Matt Smethurst, with Planning and Transportation, presented Change Order #2 for Morningside Dr. Sidewalk Project. See meeting packet for further details. Resolution 2017-89:Use of City Streets for Tamarron Block Party (Saturday, 10/21)

Approve Design
Services Agreement
with Lochmueller
Group for Traffic
Signals Replacement at
17th St. & Dunn St.,
and 17th St. &
Madison/Kinser Pk.

Approve Change Order #2 for Morningside Dr. Sidewalk Project

Boatman asked why the change order is needed.

Smethurst explained there were several issues, to include: having to work on private property, replacing trees, receding a depression area, and installing a new driveway.

Cox Deckard asked if all of the properties are progressing.

Smethurst explained that the project is complete. This should be the last change order.

Palazzo made a motion to approve Change Order #2 for Morningside Dr. Sidewalk Project. Boatman seconded. The motion passed. Change order approved.

Smethurst presented Change Order #1 for 17th St. Sidewalk Project (MCCSC-Maple). See meeting packet for further details.

Andrew Cibor, with Planning and Transportation, commended Smethurst for his work with this project and several others while the Engineering staff have been short for an extended time.

Boatman made a motion to approve Change Order #1 for 17th St. Sidewalk Project (MCCSC-Maple). Palazzo seconded. The motion passed. Change order approved.

Daniel Backler, with Planning and Transportation, the Dedication of Right-of-Way Re-Plat Approval for Miller Courts Addition. See meeting packet for further details.

Cox Deckard asked if Miller Courts is a separate development.

Backler explained it was originally platted as Miller Courts. However, it is Dunnhill. This has been approved by the Plat Committee.

Palazzo made a motion to approve the Dedication of Right-of-Way Re-plat Approval for Miller Courts Addition. Boatman seconded. The motion passed. Re-plat approved.

Approve Change Order #1 for 17th St. Sidewalk Project (MCCSC-Maple)

Dedication of Right-of-Way Re-plat Approval for Miller Courts Addition

Backler presented the Dedication of Right-of-Way Plat Approval for Park Place. See meeting packet for further details.

Cox Deckard asked if there are any structures on this property.

Backler explained The Warehouse is nearby.

Discussion about the final plat map ensued.

Boatman made a motion to approve the Dedication of Right-of-Way Plat Approval for Park Place. Palazzo seconded. The motion passed. Plat approved.

Christina Smith, with Public Works, presented the Amendment #1 to Agreement with Groomer Construction for Concrete Construction, Maintenance, and Repair. See meeting packet for further details.

Boatman asked if the scope is open or definite.

Smith said there is a definite list of sidewalks that will receive repairs.

Boatman asked if the time should also be extended.

Smith explained that the parties agreed on the completion date, with a definite cut off on December 31st.

Boatman asked what will happen to unused funds.

Smith explained she believes the money would remain in that fund, with similar processes to allocate that fund.

Cox Deckard requested information about how many projects have been completed under this agreement, and the most-likely next projects.

Palazzo made a motion to approve the Amendment #1 to Agreement with Groomer Construction for Concrete Construction, Maintenance, and Repair. Boatman seconded. The motion passed. Amendment approved.

Dedication of Right-of-Way Plat Approval for Park Place

Approve Amendment #1 to Agreement with Groomer Construction for Concrete Construction, Maintenance, and Repair

Virgil Sauder, with Animal Care and Control, presented the Change Order #1 for Animal Shelter Renovation Contract with Neidigh Construction

Palazzo asked about the soil issues.

Sauder explained the soil had density issues and there were tires to be removed.

Boatman asked if the item for the soil was reflected in any of the initial bids.

Sauder said it was not.

Cox Deckard asked how this will impact the final completion date.

Sauder said it will pushed back to the beginning of March.

Boatman made a motion to approve Change Order #1 for Animal Shelter Renovation Contract with Neidigh Construction. Palazzo seconded. The motion passed. Change order approved.

Smith provided the following announcements:

Sanitation Modernization: The new program began Monday.
 October 9-19th, citizens may discard their old trash and
 recycling containers for free on their regular trash day.
 October 16-28th, citizens may bring unused trash stickers to
 the Public Works Department at City Hall for cash refunds,
 in the amount of less than \$20. All refunds of more than \$20
 will be refunded by check.

All 35-gallon and 96-gallon carts have been issued. They have been re-ordered and will be delivered in 4-6 weeks. Until then, those without carts will be issued a 64-gallon container and charged for the smaller cart.

Boatman requested an update each meeting on whether the issues with the carts are improving.

Palazzo moved to approve the Claims Register for 9/20/17 - 10/6/17 in the amount of \$704,777.45. Boatman seconded the motion. The

Approve Change Order #1 for Animal Shelter Renovation Contract with Neidigh Construction

STAFF REPORTS & OTHER BUSINESS

APPROVAL OF CLAIMS

motion passed. Claims approved.

p.m.

Date:

Cox Deckard called for adjournment. Meeting adjourned at 6:57

Accepted by:	
Kyla Cox Deckard, President	-
Kelly Boatman, Vice-president	-
Dana Palazzo, Secretary	-

Attest to:

ADJOURNMENT



Board of Public Works Staff Report

•	•
Petitioner/Rep	Mobile Vendor in right of way resentative: Salvador Marquez-Cuahuizo of Cuahuizo-Group LLC dba Juannita's tative: Laurel Waters October 17, 2017
Calmadan Manan	ez-Cuahuizo, owner of Cuahuizo-Group LLC dba Juannita's has applied for a Mobile
in the right of w Works. The De Board of Public that is required b	to operate a food trailer. It has been determined that when the applicant wants to operate ay that before the permit is issued, permission must be obtained from the Board of Public partment of Economic & Sustainable Development has reviewed the application and the Works' approval to operate in the public right of way is one of the items on the check list before a permit can be issued. ESD will confirm that all rules and regulations have been ermit being issued.
The business wi	ll operate from a food trailer selling Mexican food.
This application	is for one (1) year
Staff is support	ive of the request.
Recommend	✓ Approval □ Denial by Laurel Waters

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2017-91

Mobile Vendor in Public Right of Way Salvador Marquez-Cuahuizo – Cuahuizo-Group LLC dba Juannita's

WHEREAS, the Board of Public Works is empowered by Indiana Code § 36-9-6-2 to supervise the streets, alleys, sewers, public grounds, and other property of the City of Bloomington ("City"); and

WHEREAS, Cuahuizo-Group LLC dba Juannita's ("Vendor") intends to seek a Mobile Vendor License under Bloomington Municipal Code 4.28; and

WHEREAS, Vendor desires to be able to use "City property" as defined in Bloomington Municipal Code 4.28.010, which includes public on-street parking, on a temporary and transient basis for the purpose of selling food via a mobile kitchen and food truck; and

WHEREAS, under the Bloomington Municipal Code, approval to use public on-street parking is provided by the Board of Public Works via resolution; and

WHEREAS, Vendor has obtained a Mobile Food Service Establishment license from the Monroe County Health Department, and the vehicle that Vendor intends to use has had an independent safety inspection; and

WHEREAS, Vendor has obtained a vender permit from the City of Bloomington Fire Department; and

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.28.160 and signed the Release, Hold-Harmless and Indemnification Agreement as required by Bloomington Municipal Code 4.28.090; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS THAT:

- 1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on October 18, 2017, and ending on October 17, 2018.
- 2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above.
- 3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:
 - a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
 - b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor's operation on City property.
 - c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
 - d. Vendor shall remove his business from a public parking space within a reasonable time, no more

RESOLUTION 2017-91

- than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
 - 1) City of Bloomington Farmers' Market;
 - 2) City of Bloomington Holiday Market;
 - 3) The Taste of Bloomington;
 - 4) Lotus World Music and Arts Festival;
 - 5) The Fourth Street Festival;
 - 6) Arts Fair on the Square;
 - 7) Strawberry Festival;
 - 8) Canopy of Lights;
 - 9) Fourth of July Parade; and
 - 10) Any other special events approved by the City Controller.

	ADOPTED THISDAY OF2017.
	BOARD OF PUBLIC WORKS:
	Kyla Cox Deckard, President
	Kelly M. Boatman, Vice-President
	Dana Palazzo, Secretary
	ERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2017-91 ARE ACCEPTABLE AND ED TO BY VENDOR:
	Date:
	or Marquez-Cuahuizo,
`inahmi	zo-Group LLC dha Iuannita's

CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St. Suite 150
Bloomington, Indiana 47404
812-349-3418

1. License L	ength and	Fee Applic	cation				_
Length of							9
License:	24 Hours	3 Days	7 Days	30 Days	3 Months	6 Months	1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350
							, <u>,</u>
2. Applicant							<u></u>
Name:	So	Wador	Margu	er-Cu	ahuizd		
Title/Position:		sda	- 5	ann ita			
Date of Birth:		G-6-	90				
Address:	16	61 S.	Pean	tn/6	20 W.	Cirkwoo	d Au
City, State, Zip	: Bloor	ningtor	· 1 /1	47401	4		
E-Mail Address	: Juar	initas (a) yahoo	o, com			
Phone Number	: 812-	361-9	229	Mobile	Phone: ≤	>9me	
3. Indiana C	Contact In	formation	(For non-r	esidents or	ıly)		
If applicant is r	not a residen	t of Indiana,	they must de	esignate a res	ident to serve	as a contact.	
Name:			A LABORATOR PARA				
Address:							
City, State, Zip	:						
E-Mail Address	:			**************************************			
Dhane Number	.			Mohile	Phone:		

4. Company Infor	mation
Name of Employer:	Ceahurzo-Group LLC
Address of Employer:	620 W. Kirkwood Dre
City, State, Zip:	Bloomington IV, 47404
Employment Start Date:	8-6-13 End Date (If known): Active
Phone Number:	812-339-2340
Website / Email:	Juan Jas@ rahoo, com
Company is a:	Liability Corporation Partnership Proprietor Corporation (LLC)
5. Company Offic	
Provide the names and with controlling interes	nd addresses of all principal officers, partners, trustees, owners or other persons
Name	Address
Salvader M	I Coahune 1661 S. Recan In Bloom, Il
· · · · · · · · · · · · · · · · · · ·	
1	
6. Company Inco	rporation Information (For Corporations and LLCs Only)
Date of incorporation or organization:	June 12, 2013
State of incorporation or organization:	
(If Not Indiana) Date qualified to transact business in state of Indiana:	

7. Description of product or service to be sold and any equipment to be used

Planned hours of operation:	40 hours ~ A week	
Place or places where you will conduct business (If private property, attach written permission from property owner):	Commissary is @ Juannita	
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	N/A Please Attach	Sca le
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes \(\square \) No \(\frac{1}{2} \)	
(If Yes) Provide details		

8. Yo	y are required to	o secure, attach, and sub	omit the following:	
☑	A copy of the India	na registration for the vehicle	truck a Trail	ler Lonly Recept)
	Copy of a valid driv	er's license		, , , , , , , , , , , , , , , , , , ,
Q.	Copy of an Indiana driver's license	Driver's Record and/or equiva	lent of whatever State has	s issued the applicant his/her
		ndent safety inspection of all v	ehicles to be used in the b	usiness
	Proof of insurance Bloomington Munic	in accordance with the limits of ipal Code:	lescribed in Section 4.28.09	90 of the
		\$100,000.00 per occurrence a :: \$25,000.00 per occurrence a		
P		wherein the Applicant agrees t sses or expenses arising out of		
	A copy of the busir	ness's registration with the Ind	iana Secretary of State.	
	A copy of the Empl	oyer ID number		
	A signed copy of the	ne Prohibited Location Agreem	ent	
	A signed copy of the	ne Standards of Conduct Agree	ment	
Ū/	Fire Inspection (if r	equired)		
	Picture of truck or	trailer		
	Copy of all applical including but not li	ole permits required by the Mo mited to a Food Service Establ	nroe County Health Depar Ishment License or a Certil	tment, fied Food Handler
F	or City Of Bloom	ington Use Only		
D	ate Received:	Received By:	Date Approved:	Approved By:
!		\$	I	Announced to



INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE	DATE	PUR E	DATE	COUNTY		ΤP	PL YR	PLATE	PLATE PL		WEIGHT	PR YR	LS	TYPE	P	RIOR YR PL	
12	13	08/30	/2017	08/30/	2017	53 - MONROE		T 18		TK541N	TK541NFK GT		7		N				
	EXPIRATION DATE MUNICIPALITY VEHICLE YEAR MAKE MODEL VEHICLE IDENTIFICATION NUMBER 1/31/2019 NONE OF THE ABOVE 2004 FOR F25 1FTNX21P44EB30607							1 .	YPE TK	COLOR WHI/									
CURREN YEAR TA		н ех та 26.00		REDIT 2.33	DAV CREI	TIC	13.67	CO. V	VHEE 12.		1	EEL/E 0.00	X TAX	STATE RI 9.5		0	N FEE .00		TOTAL 35.67
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	REGISTRATION LICENSE TYPE TRUCK 7,000 GENERAL TRUCK NEW FORMAT																		

CUAHUIZO GROUP LLC 5692 W BEDROCK RD BLOOMINGTON, IN 47403-8718

N DC

IMPORTANT REGISTRATION INFORMATION

The registrant acknowledges that the information provided on the front of this form is correct. The registrant understands that proof of financial responsibility (insurance) for this vehicle will be continuously maintained during the registration period. Additional taxes and/or fees may be due if an error or an adjustment to the amount due is made.





CUSTOMER NAME:

CUAHUIZO GROUP LLC

Make:

DIA

Year:

2016

Model:

8.5 X 20 TA-3500LB

VIN/HIN:

53NBE2024G1040775

Plate Number:

TR597ZGN

LAST RENEWAL DATE:

03/08/17

NEXT RENEWAL DATE:

02/28/18

2018 Registration Fees

AGE:

VEHICLE EXCISE TAX:

\$6.67

COUNTY VEHICLE EXCISE/WHEEL TAX:

\$40.00

MUNICIPAL VEHICLE EXCISE/WHEEL TAX:\$0.00

GROUP FEE:

\$0.00

SPECIAL REG. FEE:

\$0.00

REG. FEE:

\$25.35

ADMIN:

\$0.00

Total:

\$72.02

Lost Registration - will secure replacement

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING	INSPECTION	Meiner	he West Bloomington
INSPECTOR'S NAME	ared		_ INSPECTOR'S PHONE #
DATE OF INSPECTION_	/ -	17	
TAXICAB COMPANY	11/	and the same	* X - 40
VEHICLE YEAR ZOOY	MAKE F	000	MODEL P.S. F-250 XLT
VIN FTNX21P4	4530	60 F	2,60
	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)		pur la	LFoglight/Liplatelight tides
FLASHERS		-	- Chil
REFLECTORS		<u></u>	
HORN			
WINDSHIELD WIPERS			
MIRRORS		2	
SEATBELTS			- 1014
BUMPER HEIGHT			F18/2 127; nch's
ALL WINDOWS			
MUFFLER			
TIRES		V	
BRAKES	\overline{V}	Dogo	Rear & brake show & hardware broke & file
DOORS	+		- Carl
GENERAL CONDITION	<u> </u>		

Attach this completed Inspection Sheet with your permit or renewal application and remit to:

OF VEHICLE

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419

Additional Comments by Inspector: Air filter dirty, 4 tires,	
Front Uxe a-joints, Front Swaybar links, Boxh	front
Wheel how ings Front brokenoses twicted Rear diff se	41
Wheel bearings, Front brake noses, twisted, Rear diffse leaking, Rear Ebrake shock i hardware broke - bakking	late
Mongled & Rubbing, RF ball joints very slight.	
Mangred & reason, N. Both Journal & reg ? "got.	
All of the shove Titer	5-5
have been repaired by Me	
MAC T. TORDAN	
	1
moe of borden	
To follow C	
Inspector Signature	
Sec. 8. 2017	

Attach this completed Inspection Sheet with your permit or renewal application and remit to:

City of Bloomington

Department of Economic and Sustainable Development

Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419

Trailer

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

DEDECORATING	NCDECTION	Thus	Automotive
COMPANY PERFORMING	INSPECTION	11200	
INSPECTOR'S NAME	THE PARTY	JUNA!	INSPECTOR'S PHONE #
DATE OF INSPECTION_	01411+		
TAXICAB COMPANY	NA		
VEHICLE YEAR	_ маке7	miler	MODEL_ Crstom
VIN_ 53NBE20240	61040775	5	
	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)		· ·	
FLASHERS			
REFLECTORS		<u></u>	
HORN	NA		
WINDSHIELD WIPERS	NA	-	
MIRRORS	MA		
SEATBELTS	NA		
BUMPER HEIGHT	MA		
ALL WINDOWS	·/		
MUFFLER	No.		
TIRES			
BRAKES	<u>~</u>		
DOORS	<u> </u>		
GENERAL CONDITION OF VEHICLE		(

Attach this completed Inspection Sheet with your permit or renewal application and remit to:

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419

Additional Comments by Inspector:	C 1				
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* ,					
P	-	2002/1936/5-300000			
Inspector Signature					
V // V					
Date: 10/4/17		-			

Attach this completed Inspection Sheet with your permit or renewal application and remit to:

City of Bloomington

Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419

City of Bloomington Fire Department

Mayor John Hamilton Fire Chief Jason Moore 300 E 4th St Bloomington IN 47402 (812) 332-9763 Fax (812) 332-9764

Food Vendor Certificate

Date: 08/31/2017

Business Name: Juannita's Food Trailer

Address: 620 W KIRKWOOD AVE

Bloomington, IN 47408

Phone: CELL 812-361-9229

The following permit has been issued:

Permit No. 17 - 0090

Type: FOOD Temporary Vender/Cooking

Issued Date: 08/31/2017 Effective Date: 08/31/2017 Expiration Date: 08/31/2018

It is the business's responsibility to ensure that conditions are in accordance with applicable State and Local fire regulations. Please contact City of Bloomington for more information.

Inspector: Tim´ Clapp

8/31/2017

Date

OP ID: KC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

Firs 140 Bloo	DUCER t Insurance Group, Inc. 5 North College omington, IN 47404 I Cheatham	2-331-3230	CONTACT Kathy Carter NAME: PHONE (A/C, No, Ext): 812-331-3230 E-MAIL ADDRESS: kathyc@figprotects.com INSURER(S) AFFORDING COVERAGE NAIC #						
				INSURER(S) AFFORDING COVERAGE INSURER A : Society Insurance					ITAIU II
INSE	IRED Juannitas Restaurant Cuahuizo Group LLC dba	-	INSURER B:						
	620 W Kirkwood		INSURER C:						
	Bloomington, IN 47403		INSURER E:						
				INSURER F:					
CO	VERAGES CER	TIFICAT	E NUMBER:				REVISION NUMBER:		
IN C	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY IN XCLUSIONS AND CONDITIONS OF SUCH	QUIREM PERTAIN POLICIES	ENT, TERM OR CONDITIOI , THE INSURANCE AFFOR 3. LIMITS SHOWN MAY HAV	v of an' Ded by	/ CONTRACT THE POLICIE REDUCED BY	or other i S describei	DOCUMENT WITH RESPECT TO	O ALL	WHICH THIS
LTR A	TYPE OF INSURANCE X COMMERCIAL GENERAL LIABILITY	ADDL SUB INSD WV	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT		1,000,000
	CLAIMS-MADE X OCCUR	x	BP16027445		09/01/2017	09/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	\$ \$	500,000 5,000
							PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	X POLICY PRO- OTHER:						PRODUCTS - COMP/OP AGG	\$ \$	2,000,000
Α	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO		CA16030715		09/01/2017	09/01/2018	BODILY INJURY (Per person)	\$	AL LALOTA MANAGEMENT TO THE TAX T
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY				nudah/y		PROPERTY DAMAGE (Per accident)	\$ \$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
Α	DED RETENTIONS						X PER OTH-	\$	
^	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTMER EXECUTIVE		WC16027446		09/01/2017	09/01/2018	E.L. EACH ACCIDENT	\$	500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE		500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	500,000
Cit Lia	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLY OF Bloomington is an Additional bility.	ES (ACOP Insure	 RD 101, Additional Remarks Sche d with regard to Genei	dule, may b	e attached if mo	e space is requir	ed)		
CERTIFICATE HOLDER City of Bloomington PO Box 100 Bloomington, IN 47402				CANCELLATION					
				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE					

John Hamilton

Mayor

CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

p. 812.349.3418 f. 812.349.3520

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

- 1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
- 2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
- 3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors, partners, co-owners and administrators of those individuals.

The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance. Marquez achino / aahuizo-Group LLC

Signature

JUANN-1

COMPANY NUMBER

COMPANY

Society Insurance

X COMMERCIAL

PERSONAL

POLICY NUMBER CA16030715

EFFECTIVE DATE 09/01/17

EXPIRATION DATE 09/01/18

MAKE/MODEL YEAR 2004 Ford F250

VEHICLE IDENTIFICATION NUMBER

NAME OF AGENCY ISSUING CARD First Insurance Group, Inc. PHONE NUMBER OF AGENCY

812-331-3230

1FTNX21P44EB30607

AGENCY ADDRESS
1405 North College Bloomington, IN 47404

> Juannitas Restaurant Cuahuizo Group LLC dba 620 W Kirkwood ∟Bloomington, IN 47403

> > SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

- 1. Name and address of each driver, passenger and witness.
- 2. Name of Insurance Company and policy number for each vehicle involved.

ACORD 50 IN (2007/11)

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KC

State of Indiana Office of the Secretary of State

Certificate of Assumed Business Name of CUAHUIZO-GROUP LLC

I, CONNIE LAWSON, Secretary of State, hereby certify that a Certificate of Assumed Business Name of the above Domestic Limited Liability Company has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Rexibility Act.

Following said transaction, the above named entity will transact business under the assumed business name(s) of:

JUANNITA'S RESTAURANT

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, October 12, 2016.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, October 12, 2016.

Corrie Lauron

CONNIE LAWSON SECRETARY OF STATE

2013061200049 / 7414464

To ensure the certificate's validity, go to https://bsd.sos.in.gov/PublicBusinessSearch

APPROVED AND FILED CONNIE LAWSON INDIANA SECRETARY OF STATE 10/12/2016 02:27 PM

CERTIFICATE OF ASSUMED BUSINESS NAME

NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID

2013061200049

BUSINESS TYPE

Domestic Limited Liability Company

BUSINESS NAME

CUAHUIZO-GROUP LLC

PRINCIPAL OFFICE ADDRESS

5692 W BEDROCK RD, , BLOOMINGTON, IN, 47403, USA

EFFECTIVE DATE

EFFECTIVE DATE

10/12/2016

ASSUMED NAME AND ADDRESS

Juannita's Restaurant

620 W Kirkwood Ave, Bloomington, IN, 47404, USA

SIGNATURE

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY October 12, 2016

SIGNATURE

Salvador Marquez Cuahuizo

TITLE

Member

Business ID: 2013061200049

Filing No.: 7414464

Th 1 0.1

APPROVED AND FILED CONNIE LAWSON INDIANA SECRETARY OF STATE 06/14/2017 02:27 PM

BUSINESS ENTITY REPORT

NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID

2013061200049

BUSINESS TYPE

Domestic Limited Liability Company

BUSINESS NAME

CUAHUIZO-GROUP LLC

PRINCIPAL OFFICE ADDRESS

5692 W BEDROCK RD, Bloomington, IN, 47403, USA

YEARS FILED

YEARS

2017/2018

REGISTERED OFFICE AND ADDRESS

NAME

SALVADOR MARQUEZ CUAHUIZO

ADDRESS

5692 W BEDROCK RD, BLOOMINGTON, IN, 47403, USA

PRINCIPAL(S)

No Principal on record.

SIGNATURE

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **June 14, 2017.**

SIGNATURE

Salvador Cuahuizo

TITLE

Registered Agent

Business ID: 2013061200049

Filing No.: 7625971

D 1 C 1

State of Indiana Office of the Secretary of State

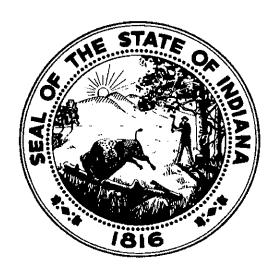
CERTIFICATE OF ORGANIZATION

of

CUAHUIZO-GROUP LLC

I. Connie Lawson. Secretary of State of Indiana, hereby certify that Articles of Organization of the above Domestic Limited Liability Company (LLC) has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, June 11, 2013.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, June 12, 2013

Corrie Lawson

CONNIE LAWSON, SECRETARY OF STATE

APPROVED AND FILED CONNIE LAWSON INDIANA SECRETARY OF STATE 6/12/2013 8:51 AM

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Business Flexibility Act.

ARTICLE I - NAME AND PRINCIPAL OFFICE

CUAHUIZO-GROUP LLC

5692 W BEDROCK RD, BLOOMINGTON, IN 47403

ARTICLE II - REGISTERED OFFICE AND AGENT

SALVADOR MARQUEZ CUAHUIZO 1413 S ROGERS APT # 1, BLOOMINGTON, IN 47403

ARTICLE III - GENERAL INFORMATION

What is the latest date upon which the entity is to Perpetual

dissolve?:

Who will the entity be managed by?: Members

Effective Date: 6/11/2013

Electronic Signature: SALVADOR MARQUEZ CUAHUIZO

John Hamilton

Mayor CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130

p. 812.349.3418

P.O. Box 100

f. 812.349.3520

Bloomington, Indiana 47402

Prohibited Location Agreement

Bloomington Municipal Code Section 4.28.140 prohibits Mobile Vendor Units from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not operate my mobile vendor unit in a manner that would violate any of the below-listed location restrictions:

- No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.
- ✓ € No mobile food vendor unit shall locate in an alleyway.
- ✓ € Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows.
- ✓ € Mobile food vendor units shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the mobile food vendor unit to locate on said property.
- No mobile food vendor unit shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.
- No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple, parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.
- No mobile food vendor unit shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
- √ No mobile food vendor unit shall be located within fifteen feet of any fire hydrant.

- No mobile food vendor shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional.
- No mobile food vendor operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code.
- No mobile food vendor unit shall be located more than one foot away from the curb of the street on which it is parked.
- ✓

 € No mobile food vendor unit shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways.

I, the undersigned, understand that if I locate my mobile vendor unit in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:			C	1
Name: S_0	ihader Marau	r léaluiro,	Cahurro-Group	LCC
Signature:	School		_	
Date:	9-6-17	**	_	

John Hamilton

Mayor

CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130

f, 812.349.3520

P.O. Box 100 Bloomington, Indiana 47402

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.28.160 provides Standards of Conduct for all Mobile Vendor Units. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not conduct business in a manner that would violate any of the Standards of Conduct noted below:

- € Mobile food vendor unit operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code
- € A device may not be used which would amplify sounds nor may attention be drawn to the mobile food vendor unit by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights
- € No mobile food vendor unit may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone phones, streetlight poles, traffic signal poles or fire hydrants
- € No mobile food vendor unit may be used to advertise any product which is not authorized to be sold from that unit
- € Each mobile food vendor unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City's Planning and Transportation Department
- € No mobile food vendor unit may make use of any public or private electrical outlet while in operation
- € Each mobile food vendor unit shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
 - The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
 - O The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
 - Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;

- Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.
- € No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance
- € Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- € Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- € Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - o Be placed approximately 20 feet from a building or structure;
 - o Provide a barrier between the grill or device and the general public;
 - o The spark, flame or fire shall not exceed 12 inches in height;
 - O A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- € Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales
- € No mobile food vendor unit shall ever be left unattended
- € Mobile food vendor units shall not be stored, parked or left overnight on any City property
- € All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- € All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
- € No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department
- € All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- € All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- € No mobile food vendor shall have a drive-thru
- € The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".
 - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the

noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

- O No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- O Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- o The sound level measurement shall be determined as follows:
 - Calibrate the sound level meter within one (1) hour before use.
 - Set the sound level meter on the "A" weighted network at slow response.
 - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
 - Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement.

I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:	Ci Man Ci i Ellan Ci i i i i i i i i i i i i i i i i i i
Name:	Salvador Marquer Cerhino, Late Cahvizo-Group LLC
Signature: _	Salvadar M arch
Date:	9-6-17

Mobile Food Service Establishment

Monroe County Health Department Bloomington, IN 47404-3989 812-349-2542

JUANNITA'S TRAILER
JUANNITA'S RESTAURANT

Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.

2017

By May PRO

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location

Back Juannita's Taco Trailer.jpg





Board of Public Works Staff Report

Project/Event: Mobile Vendor in right of way **Petitioner/Representative:** Maria del Pilar Gonzalez

Staff Representative: Laurel Waters **Meeting Date:** October 17, 2017

Maria del Pila, owner of Pili's Party Taco has applied to renew a Mobile Vendor License to operate a food trailer. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a food trailer selling tacos.

This application is for one year. This will renew his license beginning November, 7, 2017 until November 6, 2018.

Staff is supportive of the request.

Recommend ☑ Approval □ Denial by Laurel Waters

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2017-92

Mobile Vendor in Public Right of Way Pili's Party Taco

WHEREAS, the Board of Public Works is empowered by Indiana Code § 36-9-6-2 to supervise the streets, alleys, sewers, public grounds, and other property of the City of Bloomington ("City"); and

WHEREAS, Pili's Party Taco ("Vendor") intends to renew a Mobile Vendor License under Bloomington Municipal Code 4.28; and

WHEREAS, the issuance of a Mobile Vendor License under Bloomington Municipal Code 4.28 requires Vendor to submit a variety of documentation to the City—set forth at Bloomington Municipal Code 4.28.050—including an independent safety inspection, and all applicable permits required by the Monroe County Health Department and the Bloomington Fire Department; and

WHEREAS, Vendor has submitted all necessary documentation to the City; and

WHEREAS, Vendor desires to be able to use "City property" as defined in Bloomington Municipal Code 4.28.010, which includes public on-street parking, on a temporary and transient basis for the purpose of selling food via a mobile kitchen and food truck; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS THAT:

- 1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen, beginning on November 7, 2017, and ending on November 6, 2018.
- 2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.
- 3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:
 - a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
 - b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor's operation on City property.
 - c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
 - d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
 - e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
 - f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior

approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:

- 1) City of Bloomington Farmers' Market;
- 2) City of Bloomington Holiday Market;
- 3) The Taste of Bloomington;
- 4) Lotus World Music and Arts Festival;
- 5) The Fourth Street Festival;
- 6) Arts Fair on the Square;
- 7) Strawberry Festival;
- 8) Canopy of Lights;
- 9) Fourth of July Parade; and
- 10) Any other special events approved by the City Controller.

	ADOPTED THIS, DAY OF, 2017.
	BOARD OF PUBLIC WORKS:
	Kyla Cox Deckard, President
	Kelly M. Boatman, Vice-President
	Dana Palazzo, Secretary
	ERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2017-92 ARE ACCEPTABLE AND TO BY VENDOR:
	Date:
Maria	l Pilar Gonzalez, Pili's Party Taco



MOBILE VENDOR LICENSE APPLICATION

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St. Suite 150 Bloomington, Indiana 47404
CITY OF BLOOMINGTON 812-349-3418

License: 24 Hours 3 Days 7 Days 30 Days 3 Months 6 Months 1 Year License Fee: \$25 \$30 \$50 \$75 \$150 \$200 \$350 2. Applicant Information Name: Pilis Party Taco, 5 Title/Position: Maria del Rlay Gonzalez Owner Date of Birth: 08-31-75 Address: 22-15 & Rock port Rd. City, State, Zip: Bleoming to y TN 47403 E-Mail Address: aira mgo n-2 @ hotmail.com Mobile Phone: (8[2] 2140539 3. Indiana Contact Information (For non-residents only) If applicant is not a resident of Indiana, they must designate a resident to serve as a contact. Name: Maria del Pilay Gonzalez Address: 22-15 & Rock port Rd City, State, Zip: Bleomington TN 47403 E-Mail Address: 22-15 & Rock port Rd City, State, Zip: Bleomington TN 47403 E-Mail Address: 22-15 & Rock port Rd City, State, Zip: Bleomington TN 47403 E-Mail Address: 22-15 & Rock port Rd City, State, Zip: Bleomington TN 47403 E-Mail Address: 24-200 hotmail (200)	1. License Le	ength and	ree Applic	cation				
License Fee: \$25 \$30 \$50 \$75 \$150 \$200 \$350 2. Applicant Information Name: Pilis Party Taco, 5 Title/Position: Maria del Rlav Gonzalez Owner Date of Birth: 08-31-75 Address: 22-15 & Rock port Rd. City, State, Zip: Blooming to n TN 47403 E-Mail Address: aira mgo n-2 @ hot mail. com Phone Number: Mobile Phone: (8[2] 2190539 3. Indiana Contact Information (For non-residents only) If applicant is not a resident of Indiana, they must designate a resident to serve as a contact. Name: Maria del Pilav Gonzalez Address: 27-15 & Rock port Rd City, State, Zip: Blooming to n 47403	Length of							X
2. Applicant Information Name: Pilis Party Taco, 5 Title/Position: Maria del Plar Gonzalez Owner Date of Birth: 08-31-75 Address: 22-15 & Rock port Rd. City, State, Zip: Blooming ton TN 47403 E-Mail Address: airamgon-2@hotmal.com Phone Number: Mobile Phone: (812) 2140539 3. Indiana Contact Information (For non-residents only) If applicant is not a resident of Indiana, they must designate a resident to serve as a contact. Name: Maria del Pilar Gonzalez Address: 22-15 & Rock port Rd City, State, Zip: Bloomington TN 47403	License:	24 Hours	3 Days	7 Days	30 Days	3 Months	6 Months	1 Year
Name: Pilis Party Taco, Title/Position: Maria del Rlar Gonzalez Owner Date of Birth: 08-31-75 Address: ZZ-15 & Rockport Rd. City, State, Zip: Blooming for TN 47403 E-Mail Address: aira mgon-2 @ hotmail.com Phone Number: Mobile Phone: (812) 2190539 3. Indiana Contact Information (For non-residents only) If applicant is not a resident of Indiana, they must designate a resident to serve as a contact. Name: Maria del Pilar Gonzalez Address: ZZ-15 & Rockport Rd City, State, Zip: Bloomington TN 47403	License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350
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Name: Maria del Pilar Gonzalez Address: 22-15 5 Rockport Rd City, State, Zip: Bloomington IN 47403	3. Indiana Co	ontact Inf	ormation	(For non-r	esidents on	ıly)		
Address: 22-15 5 Rock port Rd City, State, Zip: Bloomington IN 47403	If applicant is n	ot a residen	t of Indiana,	they must de	esignate a resi	ident to serve	as a contact.	
City, State, Zip: Bloomington IN 47403	Name:	Mari	a del	Pilar	Gonzale	Z		
City, State, Zip: Bloomington IN 47403	Address:			Rock po	ort Rd		-	
	City, State, Zip:	B100	mingto		N 4	7403		
all all igor	E-Mail Address:	•	mgon		hotmail	. (om		
Phone Number: Mobile Phone: (812) 219 -0539	Phone Number:		0		Mobile	Phone: (8	12) 219-	0539

4. Company Inform	mation				
Name of Employer:	Pili's	Part	y Tac	20	
Address of Employer:	27-15	5 Ro	ckport	- R1	
City, State, Zip:	Bloomin	gton	IN	474	103
Employment Start Date:		-0	End Date (If l	(nown):	
Phone Number:		Manager and the second			
Website / Email:					
Company is a:	Limited Liability Corporation (LLC)	Corporation	Partnership	Sole Proprietor	Other:
Provide the names and with controlling interest Name Maria del Pila	sts in the comp	any.	Address 2215	s, trustees, o	K port Rd.
6. Company Incor	poration In	formation (For Corpora	tions and	LLCs Only)
Date of incorporation or organization:					
State of incorporation or organization:					
(If Not Indiana) Date qualified to transact business in state of Indiana:					

7. Description of product or service to be sold and any equipment to be used

7. Description of pre	, add or bornie		,	
,				
Planned hours of operation:	4pm - 3a	th th	Sat	9am - Zam
Place or places where you will conduct business (If private property, attach written permission from property owner):		,		
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach			
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes 🗌		No 🗆	
(If Yes) Provide details				

8. You are required to secure, attach, and submit the following: A copy of the Indiana registration for the vehicle Copy of a valid driver's license Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license Proof of an independent safety inspection of all vehicles to be used in the business Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business. A copy of the business's registration with the Indiana Secretary of State. A copy of the Employer ID number A signed copy of the Prohibited Location Agreement A signed copy of the Standards of Conduct Agreement Fire inspection (if required) Picture of truck or trailer Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

Tor city of Bloom	migton ose omy			
Date Received:	Received By:	Date Approved:	Approved By:	

For City Of Bloomington Use Only

John Hamilton Mayor CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130

p. 812.349.3418 f. 812.349.3520

P.O. Box 100

Bloomington, Indiana 47402

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

- 1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
- 2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
- 3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors, partners, co-owners and administrators of those individuals.

The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

Maria del filar González Name, Printed Pilis Party Taco

M= del Pilar González

Signature

10 - 6 - 17 Date Release Signed

John Hamilton

Mayor CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130

p. 812.349.3418

P.O. Box 100

f. 812.349.3520

Bloomington, Indiana 47402

Prohibited Location Agreement

Bloomington Municipal Code Section 4.28.140 prohibits Mobile Vendor Units from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not operate my mobile vendor unit in a manner that would violate any of the below-listed location restrictions:

- € No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- € No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.
- € No mobile food vendor unit shall locate in an alleyway.
- € Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows.
- € Mobile food vendor units shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the mobile food vendor unit to locate on said property.
- € No mobile food vendor unit shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.
- € No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple, parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.
- € No mobile food vendor unit shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
- € No mobile food vendor unit shall be located within fifteen feet of any fire hydrant.

- € No mobile food vendor shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional.
- € No mobile food vendor operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code.
- € No mobile food vendor unit shall be located more than one foot away from the curb of the street on which it is parked.
- € No mobile food vendor unit shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways.

I, the undersigned, understand that if I locate my mobile vendor unit in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:	0 (
Name: Maria del Pilar bonzalez, Pilas	s Porty Toco
Signature: Mz del Plar Conzalez	
Date:	

John Hamilton Mayor CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

p. 812.349.3418

401 N. Morton St Suite 130

f. 812.349.3520

P.O. Box 100 Bloomington, Indiana 47402

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.28.160 provides Standards of Conduct for all Mobile Vendor Units. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not conduct business in a manner that would violate any of the Standards of Conduct noted below:

- € Mobile food vendor unit operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code
- € A device may not be used which would amplify sounds nor may attention be drawn to the mobile food vendor unit by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights
- € No mobile food vendor unit may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone phones, streetlight poles, traffic signal poles or fire hydrants
- € No mobile food vendor unit may be used to advertise any product which is not authorized to be sold from that unit
- € Each mobile food vendor unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City's Planning and Transportation Department
- € No mobile food vendor unit may make use of any public or private electrical outlet while in operation
- € Each mobile food vendor unit shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
 - o The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
 - o The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
 - O Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;

- Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.
- € No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance
- € Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- € Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- € Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - o Be placed approximately 20 feet from a building or structure;
 - o Provide a barrier between the grill or device and the general public;
 - o The spark, flame or fire shall not exceed 12 inches in height;
 - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- € Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales
- € No mobile food vendor unit shall ever be left unattended
- € Mobile food vendor units shall not be stored, parked or left overnight on any City property
- € All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- € All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
- € No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department
- € All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- € All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- € No mobile food vendor shall have a drive-thru
- € The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".
 - O Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the

- noise is being emitted on a sound level meter operated on the "A" weighting network (scale).
- o No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- O Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- o The sound level measurement shall be determined as follows:
 - Calibrate the sound level meter within one (1) hour before use.
 - Set the sound level meter on the "A" weighted network at slow response.
 - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
 - Recalibrate the sound level meter after use.
- o It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement.

I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor: Name: Maria del Pilar Conzalez, Pilis Party Taco
Signature: M= del Pilar Gonzalez
Date: 10 - 6 - 17

John Hamilton

Mayor

CITY OF BLOOMINGTON

This letter authorizes Pili's Party Taco

within one-block radius of the following Special Event:

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

_, to conduct solicitation

Bloomington Food Truck

Friday (Name of Special Event)

401 N. Morton St Suite 130 Bloomington, Indiana 47402

P.O. Box 100

p. 812.349.3418 f. 812,349,3520

Special Event Consent

(Name of mobile vendor)

This consent shall run concurrent with the Mobile Vendor's License issued by the City of

Bloomington, unless revoked as described herein. If at any time the license expires or is revoked by the City of Bloomington, this consent shall be void. The mobile vendor is required to comply with all applicable sections of the Bloomington Municipal Code, Monroe County Code, and Indiana State Code. Failure to do so will cause the license for said location to be revoked.

I understand that if I revoke this Letter of Consent of said revocation to the City of Bloomington Ecor at the above-listed address.	omic & Sustainable Development Department
Special Event Representative:	Mobil Vendor:
Name: Jordan A. Davis	Mobil Vendor: Name: Pilis Party Jaco Gonzalez Name: Pilis Party Jaco Gonzalez
Signature: Janla Jais	Signature: M-de/Blar Gonzalez
Date: 05-09-17	Date: 05-09-17
Telephone Number: <u>317-439-3903</u>	Telephone Number: 8/27/90539,



REGISTERED RETAIL MERCHANT CERTIFICATE

Indiana Department of Revenue Government Center North Indianapolis, Indiana 46204 (317) 615–2700 CONTROL NUMBER 1700140327346

PILIS PARTY TACO LLC 2215 S ROCKPORT RD BLOOMINGTON, IN 47403-3339

IS AUTHORIZED TO COLLECT INDIANA RETAIL SALES TAX AT THE ADDRESS ABOVE IF DIFFERENT FROM BELOW.

LOC: 001 FID: 32-0503571/0

TID: 0159485118

ISSUED: 03/03/2017

EXPIRES: 03/31/2019

THIS LICENSE:
IS NOT TRANSFERRABLE TO ANY OTHER PERSON.
IS NOT SUBJECT TO REBATE.
IS VOID JE ALTERED.

000085

PILIS PARTY TACO LLC
2215 S ROCKPORT RD
BLOOMINGTON, IN 47403–3339

MAJAN

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN



(Detach Here)

Dear PILIS PARTY TACO LLC:

Attached is your new registered retail merchant certificate (RRMC). It shows your Taxpayer Identification Number (TID) and Location Number (LOC). Please make note of these important numbers. You will need to use them on exemption certificates and for phone or written communication with the Indiana Department of Revenue (the Department).

Based on your estimated monthly sales from your business tax application (BT-1), your filing frequency will be ANNUAL. Your business application indicated the start date of the business as 12/01/2016. Therefore, your first tax payment is due 01/31/2017.

Please note the expiration date on the certificate. Effective January 2007, all Indiana RRMCs must be renewed every two years with the Department. Merchants in good standing with the Department will automatically receive a renewed certificate. However, if a merchant has unpaid tax debts owed to the Department, they cannot renew their RRMC.

If your address changes, please use the change of address form and envelope provided in your coupon packet.

New Businesses Required to File Online

As a new business, you also are required to file your sales and/or withholding taxes electronically. A new law that went into effect Jan. 1, 2010, requires that all new businesses file these tax types via lNtax, the state's free online filing program.

With INtax, you also can manage your obligations for Indiana prepaid sales, metered pump sales, tire fees and fuel taxes. It also gives you 24/7 access to business—tax records, lets you file and pay online right up to the last deadline minute, and saves you the cost and hassle of mailing in returns each month.

Many taxpayers currently using INtax are highly satisfied with it. In fact, 93 percent of INtax users recently surveyed said they would recommend INtax to others.

Please register for INtax today at www.iNtax.in.gov When registering, use your preapproved INtax activation code, 49CD6AB2-2FA0-0186-E053-0A1318407D86.

If you have questions about your sales or withholding taxes, please call (317) 233-4015.

Sincerely,

Amanda Lively, Supervisor Tax Administration Indiana Department of Revenue



CERTIFICATE OF LIABILITY INSURANCE

05/09/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

tl	nis certificate does not confer rights t	the	certif	icate holder in lieu of suc						
	DUCER		812	2-331-3230	CONTA	^{CT} Misti Ba				
Firs 140	t Insurance Group, Inc. 5 North College				PHONE (A/C, No, Ext): 812-331-3230 FAX (A/C, No): 812-331-3233					
Blo	omington, IN 47404					ss: mistib@	figprotects.	com		
Tor	y Brown					INS	SURER(S) AFFOI	RDING COVERAGE	NAIC #	
					INSURE	RA: Burns 8	& Wilcox			
INS	RED Pilis Party Taco LLC				INSURE	RB: Progres	ssive			
	Armando Pioquinto Ram	irez			INSURE					
	2215 S Rockport Road Bloomington, IN 47403				INSURE					
	bloomington, in 47403				INSURE	RE;				
					INSURE	RF:				
CO	VERAGES CEF	RTIFIC	CATE	NUMBER:				REVISION NUMBER:		
C C	HIS IS TO CERTIFY THAT THE POLICIE: IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY	EQUIF PERT	REMEI AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY ED BY	Y CONTRACT THE POLICIE	OR OTHER S S DESCRIBER	DOCUMENT WITH RESPECT	TO WHICH THIS	
	XCLUSIONS AND CONDITIONS OF SUCH				BEEN RI					
INSR LTR		INSD	SUBR WVD	POLICYNUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	4 000 000	
Α	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$	1,000,000 100,000	
	CLAIMS-MADE X OCCUR	X	ļ	CL1804510		04/13/2017	04/13/2018	DAMAGE TO RENTED PREMISES (Ea occurrence) \$	·	
								MED EXP (Any one person) \$	5,000	
								PERSONAL & ADV INJURY \$	1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$	2,000,000 2,000,000	
	X POLICY PROT LOC							PRODUCTS - COMP/OP AGG \$	2,000,000	
В	OTHER: AUTOMOBILE LIABILITY	-						COMBINED SINGLE LIMIT (Ea accident) \$	1,000,000	
	ANY AUTO			06078224-0		04/13/2017	04/13/2018	BODILY INJURY (Per person) \$		
	OWNED X SCHEDULED AUTOS ONLY		-					BODILY INJURY (Per accident) \$		
	HIRED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$		
								\$		
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$		
	DED RETENTION \$							\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER		
		N/A						E.L. EACH ACCIDENT \$		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	IN / A				·		E.L. DISEASE - EA EMPLOYEE \$		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$		
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	.ES (A	CORD	101, Additional Remarks Schedule	, may be	attached if more	space is required	(k		
The Lial	City of Bloomington, IN is Additi oility.	onal	Inst	ared with respect to G	eneral					
CF	RTIFICATE HOLDER				CANC	ELLATION				
	City of Bloomington 401 N. Morton St., Ste 13	0			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	Bloomington, IN 47402	~			AUTHORIZED REPRESENTATIVE					

City of Bloomington Fire Department

Mayor John Hamilton Fire Chief Jason Moore 300 E 4th St Bloomington IN 47402 (812) 332-9763 Fax (812) 332-9764

Food Vendor Certificate

Date: 05/04/2017

Business Name: Pilis Party Taco

Address: 2215 S ROCKPORT RD

Bloomington, IN 47408

Phone: HOME 812-219-0539

The following permit has been issued:

Permit No. 17-0016

Type:FOOD Temporary Vender/Cooking

Issued Date: 05/04/2017
Effective Date: 05/04/2017
Expiration Date: 05/04/2018

It is the business's responsibility to ensure that conditions are in accordance with applicable State and Local fire regulations.

Please contact City of Bloomington for more information.

Inspector: Tim Clapp

5/4/2017

Date



State Form 48099 (R4/1-17) Approved by State Board of Accounts 2016

CLASS AGE	ISSUE DATE	PUR DATE						1180-16037-6;	76	
1 18	04/18/17	04/17/17		GOUNTY - MONROE	TP PL YR	PLATE P	L TP WEIGHT PA YE	LS TYPE I	RIOR YR PL	
EXPIRATION I	8	NONE OF TH	LITY E ABOVE	VEHICLE Y	EAR MAKE CHE	***************************************	HICLE IDENTICATION I	NUMBER TYPE	COLOR	
CURRENT YEAR TAX	EX YAX 10.00	EX CREDIT D	AV CREDIT 0.00	NET EX TAX (CO. WHEEL/SUR 20.83			ADMIN FEE	WHI/	
PRIOR YEAR TAX	EXTAX 0.00	EX CREDIT D	AV CREDIT 0.00		CO. WHEEL/SUR	MUN. WHEEL/SU	R STATE REG FEE	0.00 ADMIN FEE	61.18 TOTAL	
	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0									



AC

Legal Address 2215 S ROCKPORT RD BLOOMINGTON IN 47403



PILIS PARTY TACO LLC 2215 S ROCKPORT RD BLOOMINGTON, IN 47403

MANNUAL VEHICLE INSPECTION REPORT

VIIIIOMETI	STORY RECORD
REPORT NUMBER	FLEET UNIT NUMBER
42988	
DATE 5/1/17	

MOTOR CARRIER OPERATOR	INSPECTOR'S NAME (PRINT OR TYPE)
Pilis Party Taco LLC	Gary B.
ADDRESS	THIS INSPECTOR MEETS THE QUALIFICATION REQUIREMENTS IN SECTION 396.19.
1 Dars 5 Pockbot 2d	□ YES
CITY, STATE, ZIP CODE	VEHICLE IDENTIFICATION (AND COMPLETE) LIC. PLATE NO. DVIN OTHER
Bloomington IH 47403	16BH132K2X3307887
VEHICLETYPE TRACTOR TRAILER TRUCK BUS	INSPECTION AGENCY/LOCATION (OPTIONAL)
☐ (OTHER)	Carmithus Truck & Automotive
	-

i .	OTHER		,,,,	f	Carmithus Tru	ck	4	Âv	tomotive
		W		olusi	COMPONENTS INSPECTED				
OK NEEDS REPAIRED DATE	ITEM	ОК	NEEDS REPAIR	REPAIRED DATE	ITEM	οк	NEEDS REPAIR	REPAIRED DATE	ITEM
	1. BRAKE SYSTEM				6. SAFE LOADING				10. TIRES
1	a. Service Brakes				a. Part(s) of vehicle or		,	E/2	a. Tires on any steering axle
	b. Parking Brake System				condition of loading such		Х	<i>\$</i> /3	of a power unit.
	c. Brake Drums or Rotors		2		that the spare tire or any	ŧ.	7		b. All other tires.
	d. Brake Hose	1	<i>/</i>		part of the load or dunnage				c. Installation of speed-
	e. Brake Tubing				can fall onto the roadway.	7	ar.		restricted tires unless
	f. Low Pressure Warning		/		b. Protection against shifting				specifically designated by
	Device	V			cargo.				motor carrier.
	g. Tractor Protection Valve		/		c. Container securement				11. WHEELS AND RIMS
	h. Air Compressor	6	1		devices on intermodal	Į.	مسهر		a. Lock or Side Ring
	i. Electric Brakes				equipment.	7,	para .		b. Wheels and Rims
	Hydraulic Brakes				7. STEERING MECHANISM	Į,	-		c. Fasteners
			ا مر		a. Steering Wheel Free Play	ke	~		d. Welds
 	k. Vacuum Systems	<u> [u</u>			b. Steering Column				12. WINDSHIELD GLAZING
	Antilock Brake System Automatic Brake Adjusters	<i>b</i>	_	:	~				Requirements and exceptions
400	m. Automatic Brake Adjusters				c. Front Axle Beam and All		1		as stated pertaining to any
	2. COUPLING DEVICES	. 4			Steering Components		Y		crack, discoloration or vision
	/ a. Fifth Wheels				Other Than Steering				reducing matter (reference
	b. Pintle Hooks				Column				393.60 for exceptions).
	c. Drawbar/Towbar Eye	Ŀ	,		d. Steering Gear Box				13, WINDSHIELD WIPERS
	d. Drawbar/Towbar Tongue	Ł		:	e. Pitman Arm				Any power unit that has an
	e. Safety Devices	1.	pe -		f. Power Steering		Section 1		inoperative wiper, or missing
	f. Saddle-Mounts		_		g. Ball and Socket Joints	ź	r		or damaged parts that render
	3. EXHAUST SYSTEM	4	, m		h. Tie Rods and Drag Links				it ineffective.
	a. Exhaust system leaking	٤	,,,,,,,,		i. Nuts				14. MOTORGOACH SEATS
[]	forward of or directly below		\mathcal{A}		j. Steering System	2,00			Any passenger seat that is
iel	the driver/sleeper	4	<u>د ا</u>		B. SUSPENSION		Marian .	September 1	not securely fastened to the
	compartment.		1		a. Any U-bolt(s), spring			AND WASHINGTON	vehicle structure.
	b. Bus exhaust system leaking or discharging in				hanger(s), or other axle				15. OTHER
	violation of standard.				positioning part(s) cracked,		5,000		List any other condition(s)
	c. Exhaust system likely to	Į.	4	i	broken, loose or missing				which may prevent safe
	burn, char, or damage the				resulting in shifting of an				operation of this vehicle.
	electrical wiring, fuel supply,				axle from its normal position.				Cark Brake Inol
	or any combustible part of	,	\nearrow	•	b. Spring Assembly				- Definition report to 19
	the motor vehicle.		-		c. Torque, Radius or Tracking				R. Balk Uf Blook
	4. FUEL SYSTEM	ì	, m		Components				R Washer 37
	a. Visible leak.				9. FRAME				all Tire by wack
	b. Fuel tank filler cap missing.		<u>ا</u> ا		a. Frame Members				
- Comment	 c. Fuel tank securely attached. 	j,	<i>y</i> .		b. Tire and Wheel Clearance				& Lower Privier Cray
	5. LIGHTING DEVICES	Ĺ						4	MRepaired to Pass Appaul
0,	All lighting devices and	í.	/		c. Adjustable Axle				DOT INSAFON MB.
	reflectors required by Part 393		**		Assemblies (Sliding				210701111111111111111111111111111111111
<u>'</u>	shall be operable.	Щ			Subframes)	Ш			
INSTRUCTION	IS: MARK COLUMN ENTRIES TO VERIFY	INSP	ECTI	ON:	CK, X NEEDS REPAIR, NA	IF	ITEN	AS DO	NOT APPLY, REPAIRED DATE

CERTIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION IN ACCORDANCE WITH 49 CFR PART 396.

TO WRITE ON THIS LABEL USE AN INDELIBLE, PERMANENT INK MARKER, PEN OR PENCIL THAT WILL NOT FADE IN DIRECT SUNLIGHT NILL VEHICLE INSPECTION LABEL NO. 37406316

ANNUAL VEHICLE INSPECTION LABEL NO. 3/406310
COMPLETED: MONTH YEAR YEAR OCTION PERCET IS
A RECORD OF THIS VEHICLE ANNUAL VEHICLE INSTECTION TILL OF THE MAINTAINED AT: EL MOTOR CARRIED ED OTHER ENTITY CONFANY NAME
Bloomington, 514 47403
TELEPHONE MOTOR CARRIER IDENTIFICATION NUMBER
CERTIFICATION: THIS VEHICLE HAS PASSED AN INSPECTION IN ACCOMPANCE
VEHICLE IDENTIFICATION: IF THE VEHICLE IS NOT READILY, CLEARLY, AND PERMANENTLY MARKED, CHECK ONE AND COMPLETE. DISTANT AND MARKED CHECK ONE AND COMPLETE.
WARREN STORY STORY
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State of Indiana Office of the Secretary of State

Certificate of Organization of

PILI'S PARTY TACO LLC

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Organization of the above Domestic Limited Liability Company have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, August 22, 2016.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, August 22, 2016

Corrie Lauron

CONNIE LAWSON
SECRETARY OF STATE

201608221155053 / 7380356

To ensure the certificate's validity, go to https://bsd.sos.in.gov/PublicBusinessSearch

001974.692905.475891.4170 1 MB 0.419 530

PILIS PARTY TACO LLC MARIA GONZALEZ SOLE MBR 2215 S ROCKPORT RD BLOOMINGTON IN 47403 Date of this notice: 09-01-2016

Employer Identification Number: 32-0503571

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 32-0503571. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is PILI. You will need to provide this information, along with your EIN, if you file your returns electronically.

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.



)01974



ServSafe® CERTIFICATION

MARIADELPILAR GONZALEZ

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

10158486

4834

CERTIFICATE NUMBER

EXAM FORM NUMBER

06/24/2013

06/24/2018

DATE OF EXAMINATION

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



Sherman Brown

SVP. National Restaurant Association Solution

#0655

In accordance with Maritime Labour Committees 2006. Revolutions ADM N 008-2013 (Regulation 3.2. Statebard A3.2)

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National Destruction of Associational Control of the restaurant Association.

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Staff Report

Project/Event: Holiday Market

Petitioner/Representative: Bloomington Parks and Recreation Dept.

Staff Representative: Sean Starowitz **Meeting Date:** October 17th, 2017

Event Date: Saturday, November 25th, 2017

Ring in the holiday season by shopping for unique gifts and farm products from local vendors. Shop for locally grown farm products, and arts and fine crafts created by local artisans, all while listening to the music of the season. The Tuba Santas fill the Market with holiday spirit, and St. Nick and his reindeer will visit too! Carriage and train rides will be available and will depart from the City Hall Parking lot. The Parks and Recreation mobile stage will set up on Morton and will feature musical performances throughout the day.

The Holiday Market will be held on Saturday, November 25th, 2017, and is requesting use of the north Showers Parking Lot, Showers Common, Showers Plaza, specific onstreet parking spaces and the following streets: North Morton Street between West 7th and 8th Streets from 6:00 AM to 6:00 PM. They are also requesting a Noise Permit.

Staff recommends approval of the request.

BOARD OF PUBLIC WORKS RESOLUTION 2017-94A

HOLIDAY MARKET

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise City streets and municipal parking lots; and

WHEREAS, the City of Bloomington has committed itself to promoting and assisting businesses in Bloomington and to support Bloomington Parks and Recreation Department.; and

WHEREAS, Bloomington Parks and Recreation Department is desirous of using City property which includes Showers Common, Showers Plaza, North Morton Street between West 7th & 8th Streets, to sponsor the Holiday Market, on Saturday, November 25th, 2017 which is scheduled for 10:00 a.m. through 3:00 p.m.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. North Morton Street will be closed between West 7th Street and West 8th Street beginning at 6:00 a.m. on November 25th, 2017 until 6:00 p.m. on November 25th, 2017.
- 2. Bloomington Parks and Recreation Department shall post "no parking" signs on parking meters at least 24 hours in advance of the closing of the streets. Temporary "No Parking" signs may be obtained from the City of Bloomington Department of Public Works and shall be affixed as instructed by City Staff.
- 3. Bloomington Parks and Recreation Department shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department Bloomington Parks and Recreation Department agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. Bloomington Parks and Recreation Department agrees to close the streets not before 6:00 a.m. on Saturday, the 25th day of November, 2017 and to remove barricades and signage by 6:00 p.m. on Saturday, November 25th, 2017.
- 4. The sponsors will be responsible for removing all trash from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by 6:00 p.m. on Saturday, November 25th, 2017.
- 5. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.

-	tion Department shall be responsible for notifying the nd public safety agencies of the street closing in advance by nce.
7 that he/she has been fully emporagreement and has authority to	, by signing this agreement, represents owered by proper action of the entity to enter into the do so.
ADOPTED THISDAY OF (October, 2017.
BOARD OF PUBLIC WORKS:	BLOOMNGTON PARKS AND RECREATION:
Kyla Cox Deckard	Signature
Kelly M. Boatman	Printed Name
Dana Palazzo	Position
	Date



Board of Public Works Staff Report

Project/Event: Holiday Carriage Rides Petitioner/Representative: Parks and Recreation Department Staff Representative: Marcia Veldman Meeting Date: October 17 th , 2017				
The Holiday Market, which is sponsored by the City's Parks and Recreation Department, is in discussion with Newsom's Carriage & Sleigh to provide carriage rides for attendees at the Market. This has been a great feature at the Market and encourages attendees to expand their shopping trip to the square. Holiday Market is on Saturday, November 25, and attendees could ride between 10:00 a.m. and 3:00 p.m. Parks would pay Newson's Carriage & Sleigh, who would then charge \$5.00 per person to ride. Animal Control will inspect the animals the morning of the event. Newsom's Carriage & Sleigh has been very good to work with in the past, and we have already been in contact with them regarding scheduling this year's event. Staff is supportive of the request.				
Recommend ☑ Approval □ Denial by Marcia Veldman				

BOARD OF PUBLIC WORKS RESOLUTION 2017-94B

HOLIDAY CARRIAGE RIDES

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise city streets; and

WHEREAS, the Board supports activities to bring the public downtown; and

WHEREAS, on Saturday, November 25, 2017, the Bloomington Parks and Recreation Department (BPRD) will sponsor a Holiday Market to be held at Showers, and they are interested in having Newsom's Carriage & Sleigh (NCS) participate by providing horse carriage rides for hire; and

WHEREAS, NCS, is desirous of using City Streets and the driveways around Showers for the operation of horse carriage rides for hire; and

WHEREAS, NCS agreed to provide the City with a Certificate of Insurance which names the City of Bloomington as an additional insured; and,

NOW, THEREFORE, BE IT RESOLVED, that the City approves the event herein described, subject to the following conditions:

- 1. The City of Bloomington Board of Public Works approves the following route for NCS (hereinafter "Sponsor") to utilize for horse drawn carriage rides: Beginning at the south-east corner of the Showers Building and going south on Morton Street to 6th Street, east on 6th Street, south on College Avenue, east on Kirkwood, north on Walnut Street, west on 6th Street, north on Morton Street and back to Showers Common lot. The rides would take place from 10:00 a.m. until 3:00 p.m. on Saturday, November 25, 2017, for the purpose of allowing Sponsor to operate horse drawn carriages for hire by the general public.
- 2. Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 5:00p.m., Saturday, November 25, 2017.
- 3. Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
- 4. Sponsor, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City, its Boards, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

5. That	, by signing this agreement, represents that
he/she has been fully empowered by and has authority to do so.	proper action of the entity to enter into the agreement
ADOPTED THISDAY OF	, 2017.
BOARD OF PUBLIC WORKS:	NEWSOM'S CARRIAGE & SLEIGH
Kyla Cox Deckard, President	Signature
Kelly M. Boatman, Vice-President	Printed Name
Dana Palazzo, Secretary	Title
	Date:



SPECIAL EVENT APPLICATION

City of Bloomington Department of Economic and Sustainable Development 401 N. Morton Street, Suite 150 Bloomington, Indiana 47404 812-349-3418 **Department of Public Works** 812-349-3410

1. Applicant Information

Contact Name:	Crystal	Ritter
---------------	---------	--------

720.260.0176 Contact Phone: 812.349.3725 Mobile Phone:

Community Events Coordinator Title/Position:

Organization: Bloomington Parks and Recreation

401 N. Morton St. Suite 250 Address:

City, State, Zip: Bloomington, IN 47402

Contact E-Mail

ritterc@bloomington.in.gov Address:

Organization

812.349.3705

e)

E-Mail and URL:	https://bloomington.	in.gov/parks
Org Phone No:	812.349.3700	Fax No:
2. Any Key Partne	rs Involved (including	Food Vendors if applicabl
Organization Name:		
Address:		
City, State, Zip:		
Contact E-Mail Address:		
Phone Number:		Mobile Phone:
Organization Name:		
Address:		
City, State, Zip:		
E-Mail Address:		
Phone Number:		Mobile Phone:
Organization Name:		
Address:		
City, State, Zip:		
E-Mail Address:		
Phone Number:		Mobile Phone:

3. Event Information

Type of Event	☐ Metered Parking☐ Parade X☐ Oth				Party
Date(s) of Event:	Saturday,	November 2	25 th		
Time of Event:	Date: 11/25/17 End: 3:00 PM	Start: 10:0	0 AM	Date: 11/25	5/17
Setup/Teardown time Needed	Date: 11/25/17 End: 6:00 PM	Start:	6:00 AM		Date: 11/25/17
Calendar Day of Week:	Saturday				
	farm products from products, and an listening to the rewith holiday spir Carrigae and trace City Hall Parking up on Morton and day.	om local ver ts and fine on music of the it, and St. Notes in rides will glot. The Pa	ndors. Shop crafts create season. The ick and his r be available rks and Rec	d by local art. E TubaSantas eindeer will verand will deported to mobile the control of the cont	own farm isans, all while is fill the Market risit too! art from the le stage will set
Description of Event:	We will have over visits with St. Nicoutside of City Instage will be plathe street and petimeframe. The stimeframe of the Showers In area. There will market circular stapproved. There	ck. We will li lall on the ploced in Morto erformances farmers marets and craft des provided be chestnut stage area.	ve reindeer aza. The Paon St. along will happer ket will be tas outside as distributed through vering lot that veroasting wit the fire pern	and cookie darks and Recrethe curb on the throughout to the throughout to the throughout to the throughout the throughout the throughout the through t	ecorating reation mobile he west side of the 10am-3pm ith additional will be carriage the north side exit the market farmers' ly been

Expected Number of 11,000+ Participants:

area.

Expected # of vehicles (Use of Parking Spaces to close): 8

Cardinal Stage Company's Holiday show throughout the market

A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) • The starting point shall be clearly marked	
 The ending point shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each interse (where type 3 barricades will be placed) 	
Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/ot	other)
 □ A properly executed Maintenance of Traffic Plan • Determine if No Parking Signs will be required □ Noise Permit application 	
IF YOUR EVENT IS A RUN/WALK/PARADE , YOU ARE REQUIRED TO SECURE AND ATTACHED FOLLOWING: <i>Moving Events – Use and/or Closure of City Streets/Sidewalks</i>) THE
 A map of the proposed rights-of-way closure or route in its entirety (streets shall be proper and identified) The starting point shall be clearly marked The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each (ie: Type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much specifically noted at each (ie) shall utilize 	each intersection
Notification to businesses /residents that will be impacted by event of the day the application by Board of Public Works (Example attached) Using a City park or trail? Parks & Recreation Department Approved Special Use Permit	
Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as addition for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Despectively before event. A properly executed Maintenance of Traffic Plan	ditional insured
*Determine if No Parking Signs will be required * Determine if Barricades will be required	ired
Secured a Parade Permit from Bloomington Police Department Not applicable	
Noise Permit application□ Not applicable□ Waste and Recycling Plan if more than 100 participates (template attached)	

If YOUR EVENT IS A **FESTIVAL/SPECIAL COMMUNITY EVENT** YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:

Stationary Events - Closure of Streets/Sidewalks/Use of Metered Parking

	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
M	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit Not applicable
X	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required * Determine if Barricades will be required
M	Noise Permit application Not applicable
	Beer & Wine Permit Mot applicable
	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE : To Public Works no later than five days before event.
	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
A	Waste and Recycling Plan if more than 100 participates (template attached)
8. CHECKLIS	ST .
	Determine what type of Event
	Complete application with attachment Detailed Map Proof of notification to businesses/residents (copy of letter/flyer/other) Maintenance of Traffic Plan Noise Permit Application (if applicable) Certificate of Liability Insurance Secured a Parade Permit from Bloomington Police Department (if applicable) Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) Waste and Recycling Plan (if applicable)
	Date Application will be heard by Board of Public Works

If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses &

For City Of Bloomington Use Only

Fre Inspection)

Date Received: Received By: Date Approved: Approved By:

Approved Parks Special Use Permit (if using a City Park)

Economic & Sustainable Development Bloomington Police

Bloomington Fire

Planning & Transportation

Transit

Public Works

Board of Public Works



NOISE PERMIT

City of Bloomington 401 N. Morton St., Suite 120 Bloomington, Indiana 47404 812-349-3589

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3589 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event: Holiday Market Location of Event: 401 N Morton St.

Date of Event: 11/25/17 Start: 10:00 AM

Calendar Day of Week: Saturday End: 3:00 PM

Description of Event:

Ring in the holiday season by shopping for unique gifts and farm products from local vendors. Shop for locally grown farm products, and arts and fine crafts created by local artisans, all while listening to the music of the

season. The TubaSantas fill the Market with holiday spirit, and St. Nick and his

reindeer will visit too! Carrigae and train rides will be available and will depart from the City Hall Parking lot. The Parks and Recreation mobile stage will set up on Morton and will feature musical performances throughout the day.

Source of Noise:		X Live Band	X Instrument	Loudspeaker	Will Noise be Amplified? X□Yes □No
Is this a Charity Eve	nt?	□Yes X □No	If Yes, to Be	nefit:	
Applicant Inform	natio	on			
Name:	Cryst	al Ritter			
Organization:	•	of Bloomington eation	Parks and	Title:	Community Events Coordinator
Physical Address:	401	N. Morton St. S	Suite 250		
Email Address:	ritte	c@bloomington	.in.gov	Phone Number	: 812-349-3725
Signature:	(p		Date:	9/27/17
FOR CITY OF BL	MOO.	INGTON USE	ONLY		
	desi	gnee of the May	or of the City	nington Municipal Co , of Bloomington, he	de, We, the Board of reby waive the City
BOARD OF PUBLI	c wo	RKS			
Kyla Cox Deckard, P	reside	ent	Kelly	M. Boatman, Vice-Pre	sident
Date			 Dana	a Palazzo, Secretary	

Waste and Recycling Management Plan Template

Event name: Holiday Market	
Number of expected attendees:11,000+	
Number of food vendors:15	_
Number of other vendors: 100	

Designated waste and recycling manager: This may be a staff member or a volunteer. Events expecting over 100 attendees are required to designate a waste and recycling manager who will be in charge of overseeing the implementation of the waste and recycling management plan.

Crystal Ritter at ritterc@bloomington.in.gov or 812.349.3725

Event map: In the event map you submit with your event application, please clearly designate where waste and recycling bins will be placed. Each waste bin should be paired with one or more recycling bins. Also designate any larger collection areas (such as dumpsters) and the path for access by waste haulers.

TIP: Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees.

ClearStream recycling bins are available for use through Downtown Bloomington, Inc.

Targeted waste: Please enumerate the types of waste expected at the event and plans for collecting each type of item using the following table. Examples are listed, but feel free to modify as appropriate.

Type of waste	Collection plan	
Trash	Waste bins used by farmers' market	
Recycling	12 Clearstream Recycling Containers owned by the farmers' market	
Food waste	waste bins owned by farmers' market	

^{*}Note that "compostable" plastics are only compostable in industrial composters, which are not available in the Bloomington area. If you opt for compostable items at your event, ensure that they are compostable paper rather than plastic.

Collection and hauling system: Describe where and how waste and recycling will be collected and separated. Include information on how attendees and vendors will be educated on where materials should be placed, including signage, pre-event training and publicity, volunteer-staffed waste management stations, etc.

We will have bins throughout the farmers' market area as are usually placed at market as well as clear stream recycling containers throughout the event.

Vendor and volunteer education and training: Describe your plans for educating volunteers about waste and recycling management plans at the event, and vendors on what materials will be permitted in order to comply with the Plan and to minimize waste through both reduction and recycling.

Our clear stream recycling containers include signage at top describing what is able to be recycled.

Materials and supplies: List the materials you plan to have on hand to implement the waste and recycling management plan, including bins, labels, bags, signage, etc.

- 9, 30 gallon trash bins used by the market
- 3 additional trash bins that are located on the plaza of City Hall
- 12 clear stream recycling containers

Designation of duties: Clearly designate the volunteers, staff, or other individuals who will be responsible for implementing each component of the waste and recycling management plan.

5 full-time Parks and Recreation will be present to facilitate clean up after the event with the addition of 6 part-time Parks and Recreation staff members.

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

DATE:

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for
The Board of Public Works meeting to hear this request will be MONTH, DAY, YEAR. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.
The proposal for will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.
All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email <u>public.works@bloomington.in.gov</u> . Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.
BOARD OF PUBLIC WORKS CITY OF BLOOMINGTON, INDIANA
PETITIONER:

Contact Information- Other				
	Location	<u>Contact</u>	Phone Number	
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812)349-3423	
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Sylvia Garrison, Administrator	(812) 349-2543	
Waste & Recycling Plan	401 N. Morton Street Suite 150	Jackie Bauer Economic & Sustainable Development	(812) 349.3837	
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	Christina Smith Dept. of Public Works OR Sean Starowitz Community Arts Director	(812) 349-3589 (812) 349-3534	
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Becky Barrick Higgins Community Events Manager	(812) 349-3700	
Bloomington Fire Department (If event will have any kind of open	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763	
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477	
Master Rental	2022 W. 3 rd Street Bloomington, IN	Type 3 Barricades	(812) 332-0600	

Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546

2017 Holiday Market





Staff Report

Project/Event: Village Deli/Soma (Bob Costello) 5K Run and Walk

Petitioner/Representative: Village Deli/Soma (Bob Costello)

Staff Representative: Sean Starowitz **Meeting Date:** October 17, 2017

Event Date: Saturday, November 11, 2017

Village Deli/Soma (Bob Costello), wishes to hold a 5K Run and Walk on Saturday, November 11, 2017, between 8:30 am – 10:30 am. The race route will include city sidewalks adjacent to the following streets: Grant Street between East Kirkwood and East 3rd Street, East 3rd Street between South Grant and South Union Street, 10th Street between North Sunrise Drive and North Campbell Street, and East Kirkwood Avenue between North Indiana Avenue and North Grant Street from 8:30 am to 10:30 am. Portions of the Indiana University Campus will also be used.

Village Deli/Soma (Bob Costello) has secured the use of the Monroe County Sheriff's Reserves for the purpose of traffic control.

City Staff support this request

Staff recommends approval of the request.

Board of Public Works Staff Report

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2017-80

VILLAGE DELI/SOMA 5K RUN AND WALK

WHEREAS, the City of Bloomington Board of Public Works (hereinafter referred to as the "City") is empowered by I.C. § 36-9-6-2 to supervise city streets, sidewalks and parking spaces; and

WHEREAS, Village Deli/Soma (Bob Costello), is hosting the 5K course which will include city sidewalks adjacent to the following streets: Grant Street between East Kirkwood and East 3rd Street, East 3rd Street between South Grant and South Union Street, 10th Street between North Sunrise Drive and North Campbell Street, and East Kirkwood Avenue between North Indiana Avenue and North Grant Street on November 11, 2017 from 8:30 a.m. to 10:30 a.m. for the Village Deli/Soma (Bob Costello) 5K Run and Walk; and,

WHEREAS, Bob Costello has agreed to provide the City with a Certificate of Insurance naming the City as additionally insured; and

WHEREAS, The City desires to close or restrict the use of said streets in order to support this public event; and

NOW, THEREFORE, BE IT RESOLVED that the City approves the Special Event herein described, subject to the following conditions:

- 1. The City approves the use of sidewalks from 8:30 a.m. to 10:30 a.m. to conduct the Village Deli/Soma 5K Run and Walk. The 5K course will include city sidewalks adjacent to the following streets: Grant Street between East Kirkwood and East 3rd Street, East 3rd Street between South Grant and South Union Street, 10th Street between North Sunrise Drive and North Campbell Street, and East. Kirkwood Avenue between North Indiana Avenue and North Grant Street beginning at 8:30 a.m. on Saturday, November 11, 2017 and ending at 10:30 a.m. on Saturday, September 9, 2017.
- 2. Bob Costello shall post "No Parking" signs on parking spaces at least 24 hours in advance of the closing of the parking spaces. Temporary "No Parking" signs may be obtained from the City's Department of Public Works.
- 3. Bob Costello shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department.
- 4. Bob Costello shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.
- Bob Costello shall clean up the affected area before, during and after the event. Clean-up shall include, but not be limited to, removal of all "no parking" signs posted for the event, the removal Resolution 2017-80

of any and all food and/or drink, picking up all trash and litter, sweeping up any and all broken glass, and empty and remove all trash cans/receptacles. Clean-up shall be completed by 10:30 a.m. on Saturday, November 11, 2017.

- 6. The City declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
- 7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
- 8. Village Deli/Soma (Bob Costello) shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
- 9. Village Deli/Soma (Bob Costello), its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City, its Boards, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

Costello), represents that he/she is fully emp Costello) to bind Village Deli/Soma (Bob C	rized representative of Village Deli/Soma (Bob owered by proper action of Village Deli/Soma (Bob ostello) to the terms and conditions set forth in this Soma (Bob Costello) by his/her signature set forth
ADOPTED THISDAY OF	, 2017.
BOARD OF PUBLIC WORKS:	VILLAGE DELI/SOMA (BOB COSTELLO):
Kyla Cox Deckard, President	Signature
Kelly M. Boatman, Vice-President	Printed Name, Title
Dana Palazzo, Secretary	Date

City of Bloomington PARADE PERMIT APPLICATION

The purpose of this application is to promote and protect the safety of both the general public and parade participants.

Organization name and mailing address:

Village Deli 409 E. Kirkwood Ave. Bloomington, IN 47408

Contact person and phone number:

Jo Throckmorton, 317-374-8802, <u>jo@blueacemedia.com</u> (on behalf of Bob Costello, owner of Village Deli and the Race Director)

Information regarding proposed parade:

Date: Saturday, November 11, 2017

Time of commencement: 8:30 a.m. to 10:30 a.m.

Expected duration: 2 hours

Proposed route of Parade: commencement point, route, ending point:

See inserted Route Maps and route descriptions below.

Expected number of participants: approximately 300

Please describe general make-up of the parade: including Vehicles, floats, bands, animals, etc.

5K Run, 5K Walk being conducted as a fund raiser.

Traffic control shall be supplied by: Auxiliary Officers. NOTE: Auxiliary provided officers last year to cover traffic at the intersections as required. I will verify all law enforcement support at least one week before the event. We will have a meeting with the IUPD as well to discuss use of IU property (as we've done in past years).

At the following points on the parade route:

Chief of Police, Bloomington, Indiana

See attached map routes with traffic control information

The organization requesting the permit is responsible for traffic control.

Law Enforcement Agency providing traffic control: See Above
Confirmation received from Law Enforcement agency providing parade route traffic control:
(date).
HILL STATE OF THE
Signature of Person requesting Permit – October 5, 2017
Permit Granted Permit Denied

Date

Action taken by Police Department:

The permit is granted	, with the following conditions:
The permit is denied For the following reasons:	

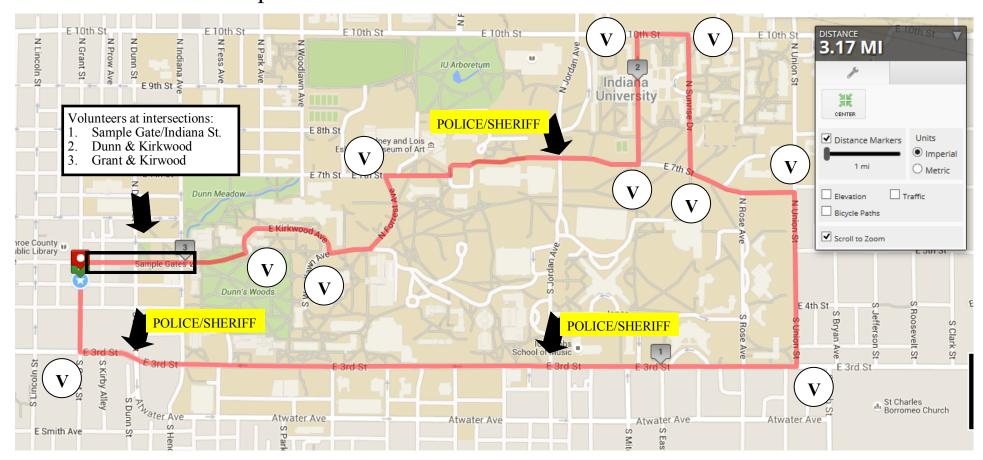
VILLAGE DELI/SOMA: BLOOMINGTON 5k BREAKAWAY November 11, 2017 8:30 AM start time / 10:30 AM ending time



This course would be run almost entirely on/beside the IU campus. The course would run COUNTER CLOCKWISE forcing all participants to FACE traffic at all times. We would request the closing of GRANT ST. from Kirkwood to 4th for the duration of this event. It is on this block we would have the start and the finish for the course. We understand we may need off-duty police officers to cover areas as dictated by BPD.

Bloomington 5K Breakaway Course Map

This map indicates the location of **TRAFFIC CONTROL SUPPORT** being provided by Off-Duty Police/Sheriffs for this event and Volunteers: (V)



Monroe County Sheriff's Department RESERVES

TRAFFIC CONTROL:

3rd & Atwater 3rd & Jordan 7th & Jordan

VOLUNTEERS:

13 total volunteers
Manage intersection

- Safety vests
- CAUTION signs

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Data	Type of Claim	FUND	Deceriation	Transfer	A
Date:	Type of Claim	FUND	Description	Hansiei	Amount
10/13/2017	Payroll				388,720.28
10/10/2017	1 dylon				000,120.20
					388,720.28
		ALLOWANC	E OF CLAIMS		
claim, and exc			gister of claims, consisting the register, such claims	of 1 are hereby allowed in the	
	day of	year of 20	<u>_</u> .		
	that each of the above I th IC 5-11-10-1.6.	isted voucher(s) or	bill(s) is (are) true and co	orrect and I have audited s	ame in
		Fiscal Office			



Board of Public Works Staff Report

Project/Event:	Order to Vacate the Structure		
Petitioner/Representative:	Department (add organization/representative if applicable)		
Staff Representative:	Michael Arnold		
Date:	17 October 2017		
•	ied by BPD of Fire at rear structure on property (103		
25 September 2017 Request to	n Ave) er to Repair the rear structure on the property. meet at property regarding nuisance issues. to Vacate and Order to Seal for the front structure.		
The listed owner of the property is deceased and there has been no document provided to show any person has the legal right to occupy the structures. The properties have been a public nuisance due to trash and debris and BPD has been called to address extension cords running from these structures to neighboring structures and across the street. Per Utilities there has been no water service at this property since 08 March 2017.			
legal documentation has been pro	old the Order to Vacate for this property until such time ovided that allows the right of the property to be legally g the Order to Seal be upheld to prevent unlawful entry e.		
Recommendation and Supporti to Vacate, Pictures	ng Justification: Order to repair, Order to Seal, Order		
Recommend Approval . [Denial by: Staff Name		

BOARD OF PUBLIC WORKS RESOLUTION 2017 -95

Unsafe Order to Vacate and Seal Unsafe Property at 105 W. Southern Dr., Bloomington, Indiana

WHEREAS, the City of Bloomington Housing and Neighborhood Development ("HAND") inspected 105 W. Southern Dr., Bloomington, Indiana ("Property") and legally described as 015-17660-00 Railroad Park Lot 13, on the 27th Day of September, 2017, and found the property to be unsafe as defined by both Indiana Code § 36-7-9 and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, HAND issued its an Unsafe Building Order to Vacate and Seal on the 27th Day of September, 2017, to the Owner of record for the Property, and those individuals or corporate entities who are believed to have a substantial interest in the Property, in accordance with the rules and procedures outlined in Indiana Code Section 36-7-9-9 and Bloomington Municipal Code Section 17.16.070; and

WHEREAS, the Board of Public Works has heard testimony and reviewed evidence on this Order.

NOW	, THEREFURE, B	E II KESOLVEI	DIHAI the Board of Pt	iblic works Hereby:
	Rescinds the Order Modifies the Order original Orders are	es issued by HANI es issued by HANI less stringent and		mber, 2017. mber, 2017. The modification of HAND owner to take the following actions:
CITY			PUBLIC WORKS	
BY: _ Kyla (Cov Deckard Preside	ent		
STAT COUN	E OF INDIANA NTY OF MONROE)) SS:)		
City of				eared Kyla Cox Deckard, President of the on of the foregoing Resolution as a voluntary
WITN	IESS, my hand and not	tarial seal this	day of	, 2017.
Му Сс	ommission Expires:		St	
Reside	ent of	County	Notary Public Sign	ature

Printed Name of Notary



City of Bloomington Housing and Neighborhood Development

27 September 2017

Harvey Epperson PO Box 383 Lyons TN 47443

UNSAFE BUILDING ORDER TO VACATE

RE: Structure(s) located at 105 W. Southern Dr., Bloomington, Indiana 47404 Legal description of relevant property: 015-17660-00 Railroad Park Lot 13

Records obtained by the City of Bloomington ("City") indicate that you have an interest in 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. §36-7-9-4.5 and §36-7-9-5(a)(2) & (4), you are hereby **ORDERED** to **VACATE THE STRUCTURE(S)** at the above-referenced property within 14 days, to wit: by 12 midnight local time on 11 October, 2017.

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

- 1. Vacate the property. No person shall reside in either structure until such time that
 - a. The structures are in compliance with the requirements of the Orders issued for the property, and
 - b. Documentation has been provided showing legal right to reside in the structures such as estate documentation and/or
 - c. A valid Rental Occupancy Permit.
- 2. Seal the property to prevent intrusion by unauthorized persons (See guidelines included).
- 3. Remove all trash and debris from the property
- 4. Eliminate the extension cords running to neighboring properties.

This Order to Vacate is valid for two years or until it is rescinded for compliance with the above listed requirements.

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 VACATE** is being issued as a result of inspection(s) conducted by HAND and BPD on 25 September, 2017. The inspection(s) revealed that the property is:

City Hall

Rental Inspections: (812) 349-3420 Neighborhood Division: (812) 349-3421

Housing Division: (812) 349-3401

Ш	In an impaired structural condition that makes it unsafe to a person or property;
×	A fire hazard;
	A hazard to the public health;
A	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 requires a hearing be held before this Order can go into effect. To that end, a hearing will be conducted by the City's Board of Public Works ("Board") at 5:30 p.m. local time on 17 October, 2017. The hearing will take place in the City's Common Council Chambers, located at 401 North Morton Street, Bloomington, Indiana. You or your legal counsel may present evidence, cross-examine witnesses, and present arguments at this hearing. 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.

Doris Sims, Director
City of Bloomington
Housing & Neighborhood Development (HAND)
401 N. Morton Street/P.O. Box 100

Bloomington, Indiana 47402

17.16.060 Uniform standards for sealing an unsafe building.

Pursuant to Indiana Code §§ 36-7-9-5(a)(2) and 36-7-9-5(a)(8), this section hereby establishes a uniform standard for sealing an unsafe building against intrusion by unauthorized persons when such an order is issued by the housing and neighborhood development department or the board of public of works:

- (a) All openings of a building shall be closed.
- (b) Openings that are more than one square foot in area and located less than twenty feet above the ground or that are accessible from a part of the building such as a fire escape or other means of access shall be secured by the following means:
 - (1) Plywood or oriented strand board, covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building and cut to the inside dimension of the exterior of the opening, shall be placed in all openings in such a way that no portion of the plywood or oriented strand board extends outside the existing frame.
 - (A) The plywood or oriented strand board shall be placed against any existing exterior window slide trim or a furring strip.
 - (B) If there is no slide trim or furring strip, an equivalent block shall be installed.
 - (C) The slide trim, furring strip or block shall be sufficient to prevent the plywood or oriented strand board from being pushed inward.
 - (D) The plywood or oriented strand board shall be affixed to the exterior frame by use of two and three-quarters-inch or longer ring nails spaced a maximum of eight inches apart.
 - (2) Where the inside dimension of the opening exceeds twenty-six square feet in area, additional exterior support shall be provided by placing continuous pieces of nominal two-inch by four-inch framing grade lumber on the outside of the plywood or oriented strand board in such a manner that every carriage bolt used in the opening passes through and joins such a piece of nominal two-inch by four-inch lumber, the plywood or oriented strand board and the interior brace.
 - (A) The round head of the bolt shall be on the outside of such pieces of nominal two-inch by four-inch lumber that gives exterior support.
 - (B) The pieces of nominal two-inch by four-inch framing grade lumber shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.
 - (3) In case of a ground level door the following method of securing shall be used:
 - (A) The door shall be placed in good repair including, but not limited to, closing any openings in the door, repairing hinges on the door and providing for an adequate closure to the opening; and
 - (B) The door shall be locked by the use of not less than two hasp locks and padlocks to be located equidistant from the top and bottom easing and each other.
 - (C) If no door exists, or if it is impractical to repair the existing door, the opening shall be secured in the manner described in this subsection, substituting, however, a piece of plywood or oriented strand board for the door. They plywood or oriented strand board shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.

- (c) Any opening that is less than one square foot in area or that is both more than twenty feet above the ground and not accessible from a part of the building shall be covered so as to prevent the entry of birds, rats or other animals and shall be made weather tight. The covering shall be painted in color similar to the exterior of the building.
- (d) The materials used to secure the openings of a building pursuant to these standards shall meet the following specifications:
 - (1) Plywood or oriented strand board: no less than one-half-inch exterior grade;
 - (2) Braces: no less than nominal two-inch by four-inch framing grade lumber; and
 - (3) Bolts: no less than three-eighths-inch carriage bolts.
- (e) The housing and neighborhood development department or board of public works may allow the use of other materials and methods of securing openings, including the use of existing doors, if it is shown that, as related to the particular circumstances, the objectives of these standards would be met by the use of such materials and methods.

(Ord. No. 14-23, § 1, 10-29-2014)



City of Bloomington Housing and Neighborhood Development

27 September 2017

Harvey Epperson PO Box 383 Lyons IN 47443

UNSAFE BUILDING **ORDER TO SEAL**

RE: Structure(s) located at 105 W. Southern Dr., Bloomington, Indiana 47404 Legal description of relevant property: 015-17660-00 Railroad Park Lot 13

Records obtained by the City of Bloomington ("City") indicate that you have an interest in 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 **SEAL THE STRUCTURE(S)** at the abovereferenced property within 14 days, to wit: by 12 midnight local time on 11 October 2017.

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

- 1. Seal all openings to the structure to prevent unauthorized entry.
- 2. Remove all Trash and Debris from the property.

This Order to Seal expires 11 October 2019.

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 SEAL** is being issued as a result of inspection(s) conducted by HAND and BPD on 25 September, 2017. The inspection(s) revealed that the property is:

	☐ In an impaired structural condition that makes it unsafe to a person or property;
Į	A fire hazard;
	☐ A hazard to the public health;
[XA 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

401 N. Morton Street Bloomington, IN 47404 Fax: (812) 349-3582

City Hall

Rental Inspections: (812) 349-3420 Neighborhood Division: (812) 349-3421

www.bloomington.in.gov

Housing Division: (812) 349-3401

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 requires a hearing be held before this Order can go into effect. To that end, a hearing will be conducted by the City's Board of Public Works ("Board") at **5:30 p.m. local time on 17 October 2017**. The hearing will take place in the City's Common Council Chambers, located at 401 North Morton Street, Bloomington, Indiana. You or your legal counsel may present evidence, cross-examine witnesses, and present arguments at this hearing.

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.

Doris Sims, Director City of Bloomington

Housing & Neighborhood Development (HAND)

401 N. Morton Street/P.O. Box 100

Bloomington, Indiana 47402

17.16.060 Uniform standards for sealing an unsafe building.

Pursuant to Indiana Code §§ 36-7-9-5(a)(2) and 36-7-9-5(a)(8), this section hereby establishes a uniform standard for sealing an unsafe building against intrusion by unauthorized persons when such an order is issued by the housing and neighborhood development department or the board of public of works:

- (a) All openings of a building shall be closed.
- (b) Openings that are more than one square foot in area and located less than twenty feet above the ground or that are accessible from a part of the building such as a fire escape or other means of access shall be secured by the following means:
 - (1) Plywood or oriented strand board, covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building and cut to the inside dimension of the exterior of the opening, shall be placed in all openings in such a way that no portion of the plywood or oriented strand board extends outside the existing frame.
 - (A) The plywood or oriented strand board shall be placed against any existing exterior window slide trim or a furring strip.
 - (B) If there is no slide trim or furring strip, an equivalent block shall be installed.
 - (C) The slide trim, furring strip or block shall be sufficient to prevent the plywood or oriented strand board from being pushed inward.
 - (D) The plywood or oriented strand board shall be affixed to the exterior frame by use of two and three-quarters-inch or longer ring nails spaced a maximum of eight inches apart.
 - (2) Where the inside dimension of the opening exceeds twenty-six square feet in area, additional exterior support shall be provided by placing continuous pieces of nominal two-inch by four-inch framing grade lumber on the outside of the plywood or oriented strand board in such a manner that every carriage bolt used in the opening passes through and joins such a piece of nominal two-inch by four-inch lumber, the plywood or oriented strand board and the interior brace.
 - (A) The round head of the bolt shall be on the outside of such pieces of nominal two-inch by four-inch lumber that gives exterior support.
 - (B) The pieces of nominal two-inch by four-inch framing grade lumber shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.
 - (3) In case of a ground level door the following method of securing shall be used:
 - (A) The door shall be placed in good repair including, but not limited to, closing any openings in the door, repairing hinges on the door and providing for an adequate closure to the opening; and
 - (B)The door shall be locked by the use of not less than two hasp locks and padlocks to be located equidistant from the top and bottom casing and each other.
 - (C) If no door exists, or if it is impractical to repair the existing door, the opening shall be secured in the manner described in this subsection, substituting, however, a piece of plywood or oriented strand board for the door. They plywood or oriented strand board shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.

- (c) Any opening that is less than one square foot in area or that is both more than twenty feet above the ground and not accessible from a part of the building shall be covered so as to prevent the entry of birds, rats or other animals and shall be made weather tight. The covering shall be painted in color similar to the exterior of the building.
- (d) The materials used to secure the openings of a building pursuant to these standards shall meet the following specifications:
 - (1) Plywood or oriented strand board: no less than one-half-inch exterior grade;
 - (2) Braces: no less than nominal two-inch by four-inch framing grade lumber; and
 - (3) Bolts: no less than three-eighths-inch carriage bolts.
- (e) The housing and neighborhood development department or board of public works may allow the use of other materials and methods of securing openings, including the use of existing doors, if it is shown that, as related to the particular circumstances, the objectives of these standards would be met by the use of such materials and methods.

(Ord. No. 14-23, § 1, 10-29-2014)









Board of Public Works Staff Report

•		
Project/Event: Tapp & Rockport Intersection Right of Way Clearing		
Petitioner/Representative: Planning and Transportation Department		
Staff Representative: Matt Smethurst		
Meeting Date: October 17, 2017		
•		
As part of the Tapp & Rockport Intersection Improvements Project, the right of way needs to be cleared for utility relocations and construction of the project. Staff recently solicited quotes for the task of clearing the right of way.		
Staff received one quote for the clearing of the right of way. The results are as follows:		
J.R. Ellington Tree Experts – \$54,000.00		
Staff has reviewed the quote and recommends awarding the contract to J.R. Ellington Tree Experts for the clearing of the right of way at the intersection of Tapp Road & Rockport Road.		
This work is locally funded.		
Recommend 🖂 Approval 🗌 Denial by Matt Smethurst		

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

J.R. Ellington Tree Experts

FOR

Right of Way Clearing at Tapp Road & Rockport Road

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Planning and Transportation Department through the Board of Public Works (hereinafter CITY), and J.R. Ellington Tree Experts, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the clearing of all vegetation from the right of way near the intersection of Tapp Road and Rockport Road, including but not limited to all trees, bushes, and brush with the exception of the trees that have been marked to remain. The right of way is depicted on the included plan set. The trees which are to remain are marked on the plan set with a circled 86 (Tree, Do Not Disturb). All trees, bushes, and brush that are cut down or cleared shall be removed from the project site. Tree stumps may remain in place. (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Quote on the Quote Summary sheet; and WHEREAS, in accordance with Indiana Code 5-16-13 et seq., incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

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

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

ARTICLE 1. TERM

<u>1.01</u> This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

- .2.01. CONTRACTOR shall complete all work required under this Agreement on or before 11/30/2017, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.
- .2.02. It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.
- 2.03. CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

- <u>3.01</u>. CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.
- <u>3.02</u>. Upon the submittal of approved claim(s), CITY shall compensate CONTRACTOR in a lump sum not to exceed Fifty Four Thousand Dollars and Zero Cents (\$54,000.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

- <u>3.03</u>. The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.
- 3.04. CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.
- <u>3.05</u> For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 Engineer The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Quote Form, the Owner requires that retainage be held set out below.

- **4.01** Escrow Agent The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.
- 4.02 Retainage Amount The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.
- A.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.
- <u>4.04</u> <u>Withholding Funds for Completion of Contract</u> If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

.5.01. CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or

any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

5.02 Abandonment, Default and Termination

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

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

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

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

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

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

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

Successors and Assigns 5.03.

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

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

Extent of Agreement: Integration 5.04

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

- This Agreement and its Attachments.
- 2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
- 3. All Addenda to the Quote Documents.
- 4. The Invitation to Quoters.
- 5. The Instructions to Quoters.
- The Special Conditions.
- 7. All plans as provided for the work that is to be completed.
- 8. The Supplementary Conditions.
- 9. The General Conditions.
- 10. The Specifications.
- 11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
- 12. CONTRACTOR'S submittals.
- 13. The Performance and Payment Bonds.

- 14. The Escrow Agreement.
- 15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

<u>5.05</u>. <u>Insurance</u>

5.05.01

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

. <u>Covera</u>	ge	<u>Limits</u>
A.	Worker's Compensation & Disability	Statutory Requirements
B.	Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$100,000 each accident \$500,000 policy limit \$100,000 each employee
contra	Commercial General Liability (Occurrence Basis) Injury, personal injury, property damage, ctual liability, products-completed operations, al Aggregate Limit (other than Products/Completed cions)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
	Products/Completed Operation	\$1,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000
	Fire Damage (any one fire)	\$50,000

D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)

\$1,000,000 each accident

Bodily injury and property damage

E. Umbrella Excess Liability

\$5,000,000 each occurrence and aggregate

The Deductible on the Umbrella Liability shall not be more than

\$10,000

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

- 5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.
- 5.06. Necessary Documentation CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.
- .5.07. <u>Applicable Laws</u> CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement

shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

.5,08. .Non-Discrimination

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

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- Encourages the use of small business, minority-owned business and women-owned business in its operations.

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

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

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09. Workmanship and Quality of Materials

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

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

.5.10. Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

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

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

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

.5.12. Performance Bond and Payment Bond

- **5.12.01** For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the contract amount.
- **5.12.02** Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.
- **5.12.03** If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 <u>et seq.</u> or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.
- 5.13. Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.
- .5.14. Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington	J.R. Ellington Tree Experts
Attn: Matt Smethurst, Project Manager	Attn: Jeff Ellington
P.O. Box 100 Suite 130	680 W. That Road
Bloomington, Indiana 47402	Bloomington, Indiana 47403
Biooffington, mulana 47402	1 2.00

- <u>5.15.</u> <u>Severability and Waiver</u> In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.
- <u>5.16.</u> <u>Notice to Proceed</u> CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17. Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

"Products cast from ferrous and nonferrous metals by foundries in the United States."

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

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

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

Contractor shall require any subcontractors performing work under this Agreement 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 this Agreement with the City.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands. DATE: City of Bloomington Bloomington Board of Public Works BY: BY: Contractor Representative Kyla Cox Deckard, President Printed Name Kelly M. Boatman, Member Title of Contractor Representative Dana Palazzo, Member John Hamilton, Mayor of Bloomington

CITY OF BLOOMINGTON

Jacky Moore

Logal Department Reviewed By: •

DATE.

ATTACHMENT 'A'

"SCOPE OF WORK"

Right of Way Clearing at Tapp Road & Rockport Road

This project shall include, but is not limited to the clearing of all vegetation from the right of way near the intersection of Tapp Road and Rockport Road, including but not limited to all trees, bushes, and brush with the exception of the trees that have been marked to remain. The right of way is depicted on the included plan set. The trees which are to remain are marked on the plan set with a circled 86 (Tree, Do Not Disturb). All trees, bushes, and brush that are cut down or cleared shall be removed from the project site. Tree stumps may remain in place.

ATTACHMENT 'B'

AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY

STATI	E OF INDIANA)					
)	SS:				
COUN	NTY OF	1				
			AFFIDAVIT			
The u	ndersigned, being duly sworn,	hereby affirms an	d says that:			
1	The undersigned is the				_of	
		·	(job title)			
		(comp	any name)		 '	
2	. The undersigned is duly aut			execute this Qu	oter's Affidavit.	
3	i. has contr	acted with or seel	king to contract		f Bloomington to provide City of Bloomington.	e services; OR
	 By submission of this Quote successful Quoter (Contract his/her Subcontractors) sha 29 C.F.R. 1926, Subpart P, in United States Department of the Undersigned Quoter ce 	tor) all trench exc ill be accomplishe ncluding all subse of Labor.	avation done wi d in strict adher quent revisions	thin his/her co ence with OSH or updates to t	ntrol (by his/her own for A trench safety standard hese standards as adopt	rces or by Is contained in ed by the
5	identical certification from subcontracts and that he/sl following final acceptance.	any proposed Sub	contractors tha	t will perform t	rench excavation prior t	o award of the
6	The Quoter acknowledges to Amount of Quote Prices are summarized below*:					
	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost	
Α.		Tyred Sur C		Quantity		_
В.						_
C.						_
D.				Total	\$	
Meth	od of Compliance (Specify)					J
					·	
		Date:			_, 20	

Signature			
Printed Name			
STATE OF INDIANA)		
COUNTY OF) SS:)		
		said County and State, personally appeared and acknowledged the execution of the foregoing thi	s day
of			
My Commission Expires:		· · · · · · · · · · · · · · · · · · ·	
		Signature of Notary Public	
County of Residence:		Printed Name of Notary Public	
*Quoters: Add extr	a sheet(s), if needed.		

If Quoter fails to complete and execute this sworn affidavit, his/her Quote may be declared nonresponsive and rejected by the CITY OF BLOOMINGTON.

ATTACHMENT 'C'

STATE OF)
)SS:
COUNTY OF)
E-VERIFY AFFIDAVIT
The undersigned, being duly sworn, hereby affirms and says that:
1. The undersigned is the of a. (job title) (company name)
The company named herein that employs the undersigned:i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does
not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned herby states that, to the best of his/her belief, the company named herein is enrolled in and
participates in the E-verify program.
Cignothuro
Signature
Printed Name
STATE OF)
)SS:
COUNTY OF)
Before me, a Notary Public in and for said County and State, personally appeared and
acknowledged the execution of the foregoing this day of
Notary Public's Signature
Printed Name of Notary Public

County of Residence:

PROJECT	DESIGNATION
090173000	0901730
CONTRACT	BRIDGE FILE
R-36022	

CITY OF BLOOMINGTON

JOHN HAMILTON, MAYOR

KYLA COX DECKARD

KELLY BOATMAN

ANDREW CIBOR, ERC

MEMBER, BOARD OF PUBLIC WORKS

MELANIE CASTILLO-CULLATHER MEMBER, BOARD OF PUBLIC WORKS

MEMBER, BOARD OF PUBLIC WORKS

BOARD OF PUBLIC WORKS

DATE

DATE

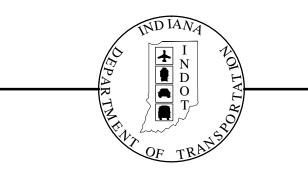
DATE

DATE

DATE

INDIANA DEPARTMENT OF TRANSPORTATION

FOR RIGHT-OF-WAY
CLEARING CONTRACT
ONLY



ROAD PLANS

ROUTE: Tapp Road and Rockport Road Intersection Improvement

PROJECT NO.

090173000

(X) P.E.

090173000

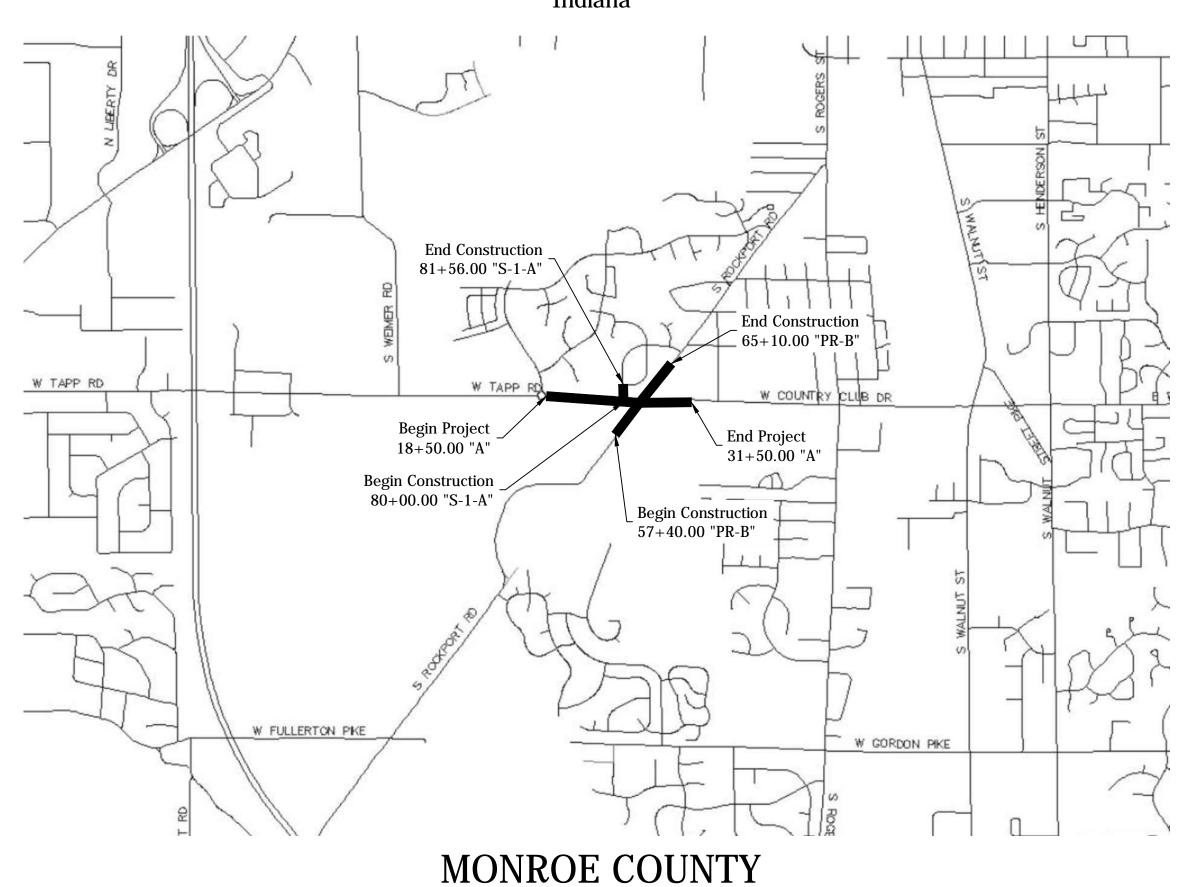
(X) R/W

ADDITIONAL RIGHT OF WAY REQUIRED FOR THIS PROJECT

090173000

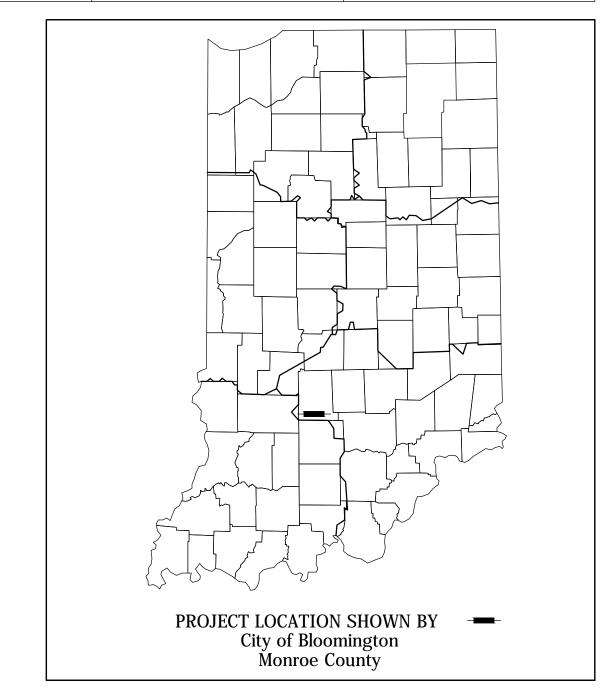
(X) CONST.

Intersection Improvement at Tapp Road and Rockport Road Approx. 1.3 Miles East of U.S. 37 in Sections 8 and 17, T8N, R1W, Perry Township, in the City of Bloomington, Monroe County, Indiana



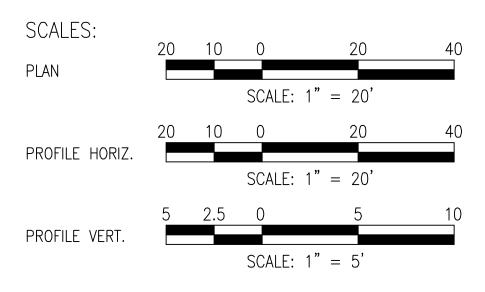
SCALE: 1" = 3000'

TRAFFIC DATA TAPP ROAD ROCKPORT ROAD A.A.D.T. 2017 12,500 V.P.D. 3,416 V.P.D. A.A.D.T. (2037) 14,830 V.P.D. 4,050 V.P.D. D.H.V. (2037) 1,240 V.P.H. 450 V.P.H. DIRECTIONAL DISTRIBUTION 50% EB 50% NB 3% A.A.D.T. 5% A.A.D.T. 5% D.H.V. 2% D.H.V. DESIGN DATA TAPP ROAD ROCKPORT ROAD DESIGN SPEED 35 mph 35 mph PROJECT DESIGN CRITERIA 3R (NON-FREEWAY) 3R (NON-FREEWAY) LOCAL AGENCY COLLECTOR FUNCTIONAL CLASSIFICATION MINOR ARTERIAL RURAL/URBAN URBAN (SUBURBAN) URBAN (SUBURBAN) TERRAIN ROLLING ROLLING ACCESS CONTROL NONE



LATITUDE 39°08'11" N LONGITUDE 86°32'33" W

GROSS LENGTH:	0.39 MI.
NET LENGTH:	0.39 MI.
MAX. GRADE:	4.95%



FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

INDIANA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS DATED 2018
AND CURRENT SUPPLEMENTS THERETO,
TO BE USED WITH THESE PLANS

REGISTERED PROFESSIONAL ENGINEER
STATE OF INDIANA NO.
COVERING _______ DESIGN

REGISTERED PROFESSIONAL ENGINEER
STATE OF INDIANA NO.
COVERING ______ DESIGN

REGISTERED PROFESSIONAL ENGINEER
STATE OF INDIANA NO.
COVERING ______ DESIGN

REGISTERED PROFESSIONAL ENGINEER
STATE OF INDIANA NO.
COVERING ______ DESIGN

REGISTERED PROFESSIONAL ENGINEER
STATE OF INDIANA NO.
COVERING ______ DESIGN

NOT FOR TOTAL

MOT FOR TOP

NOT FOR TON

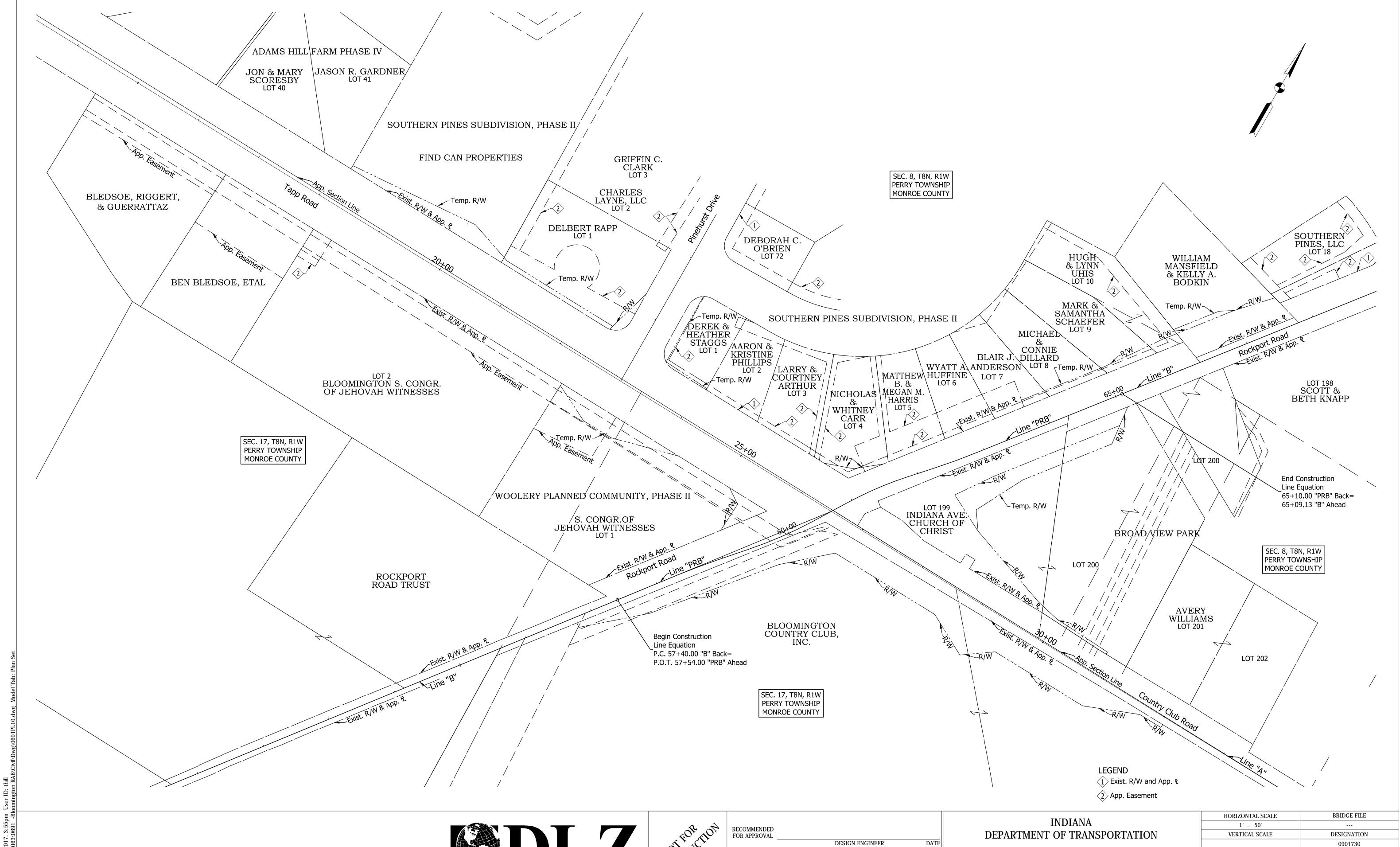
WOT FOR TO

NOT FOR TON CONSTRUCTION

APPROVED FOR LETTING:



	BRIDGE FILE		
	DESIGNATION		
	0901730		
SURVEY BOOK	SHEETS		
ELECTRONIC	1 of 12		
CONTRACT	PROJECT		
R-36022	090173000		

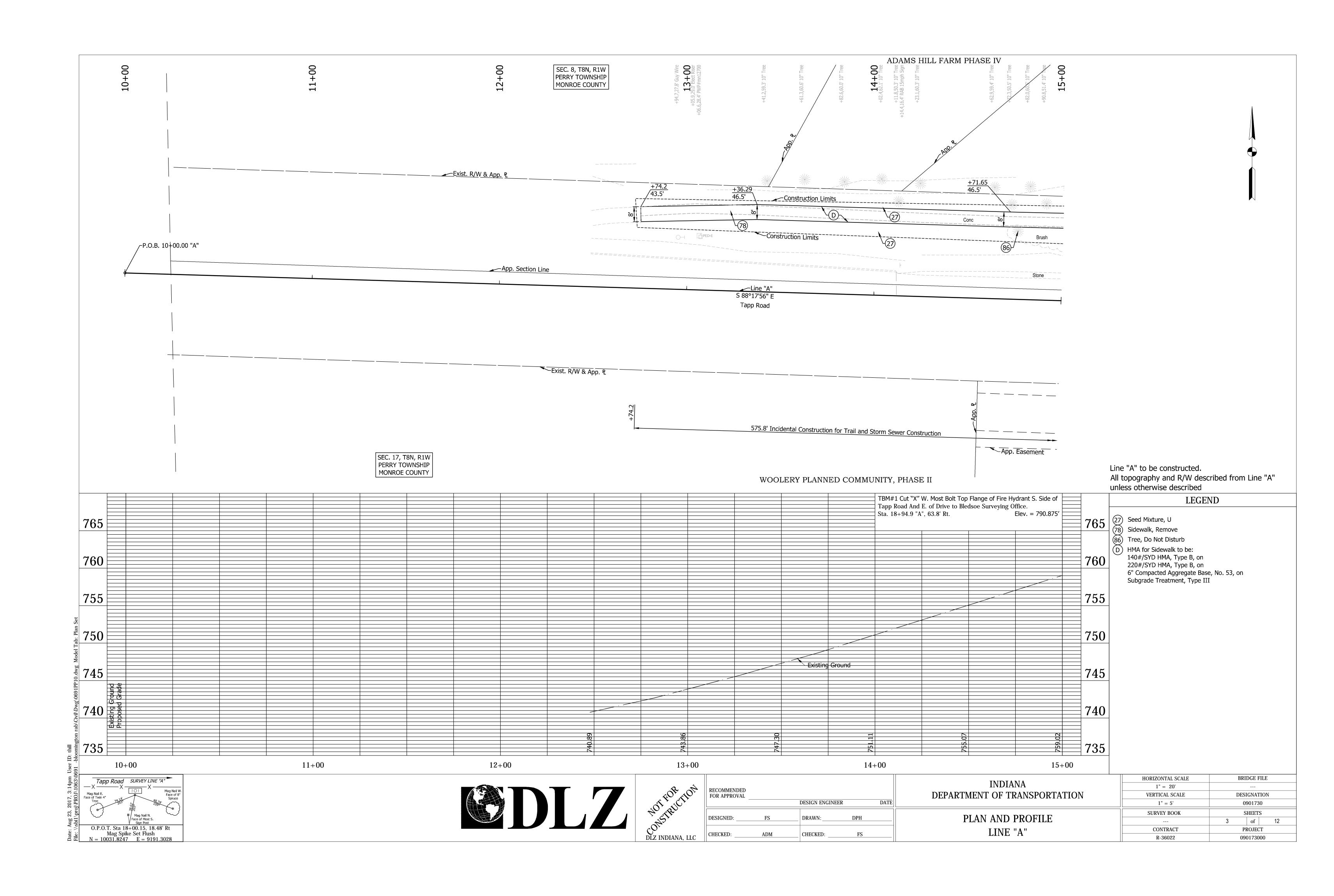


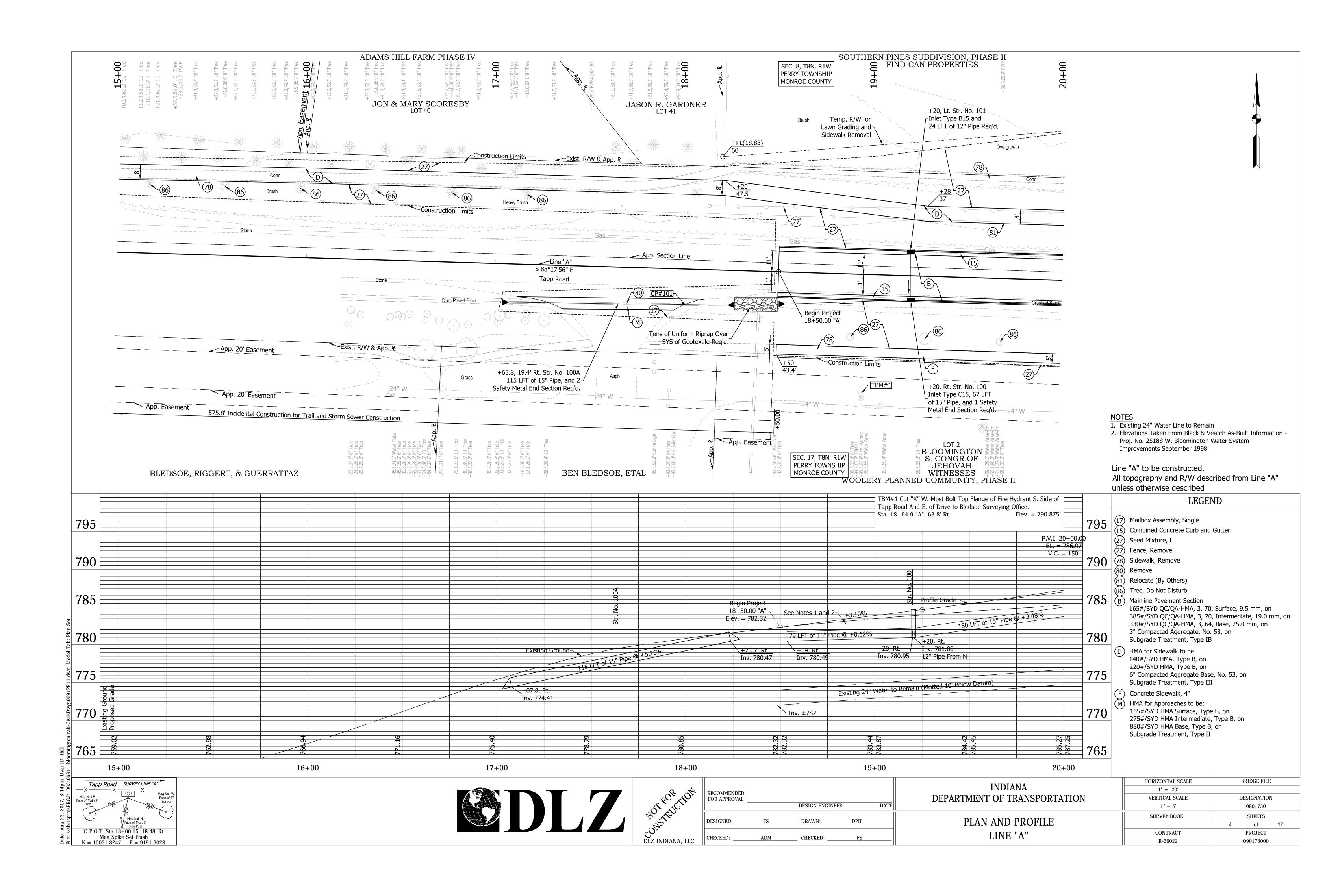
DLZ INDIANA, LLC

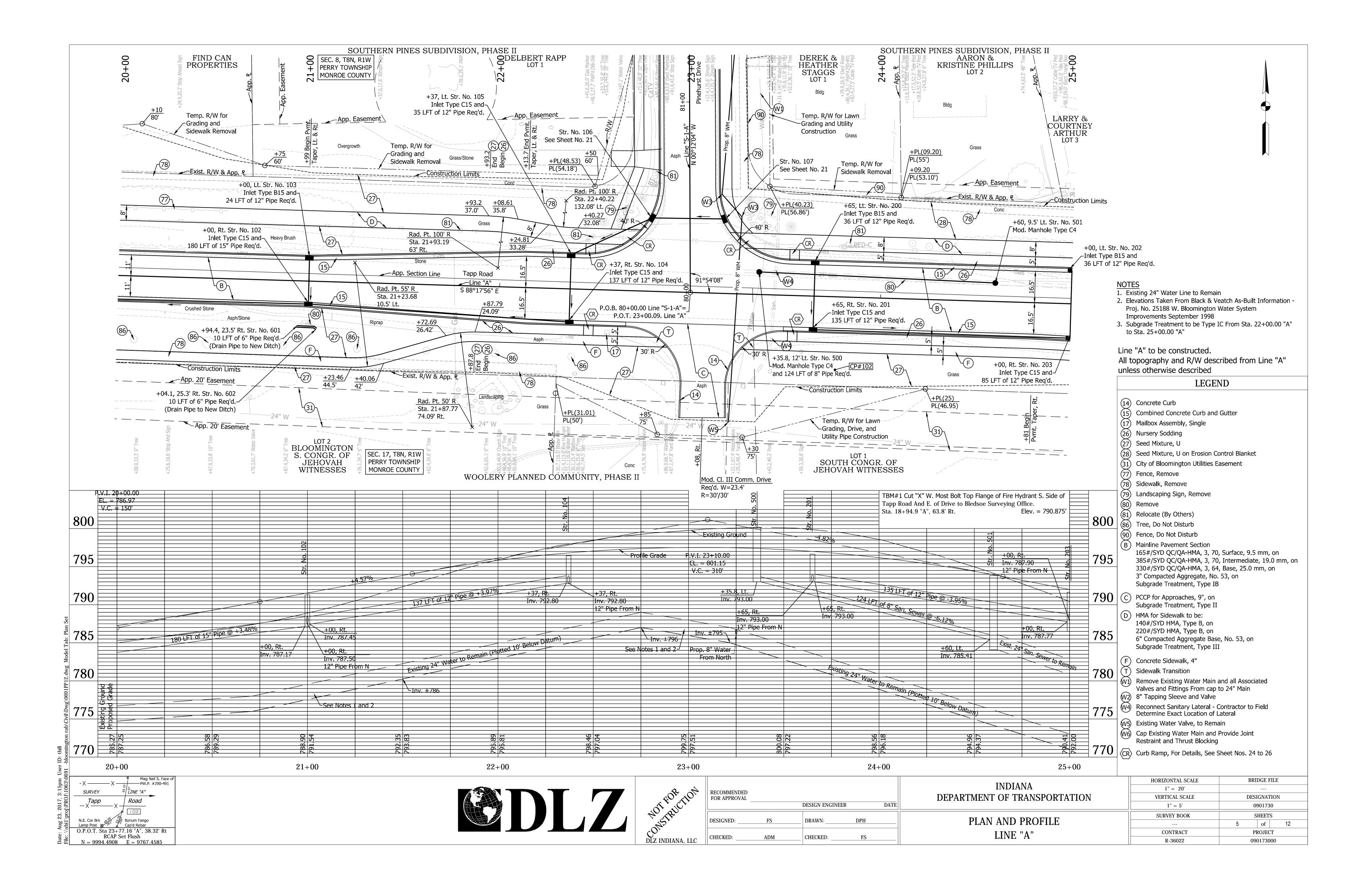


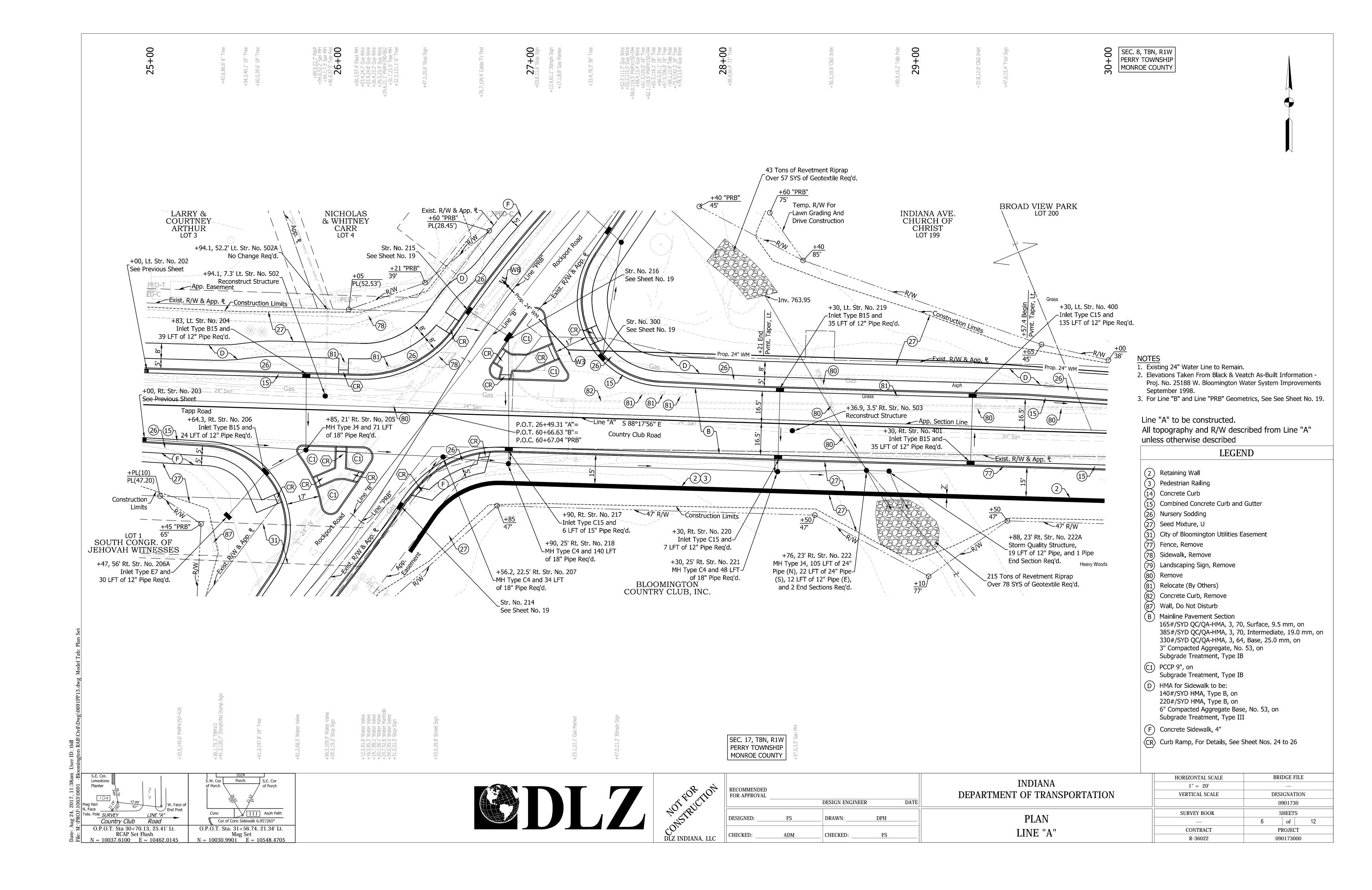
<i>\(\)</i>	RECOMMENDED FOR APPROVAL		DESIGN ENGINEER	DAT	INDIANA DEPARTMENT OF TRANSPORTATION	HORIZONTAL SCALE 1" = 50' VERTICAL SCALE		BRIDGE FILE DESIGNATION 0901730
	DESIGNED:	FS	DRAWN:	DPH	PLAT NO. 1	SURVEY BOOK	2	SHEETS
C	CHECKED:	ADM	CHECKED:	FS		CONTRACT R-36022		PROJECT 090173000

12







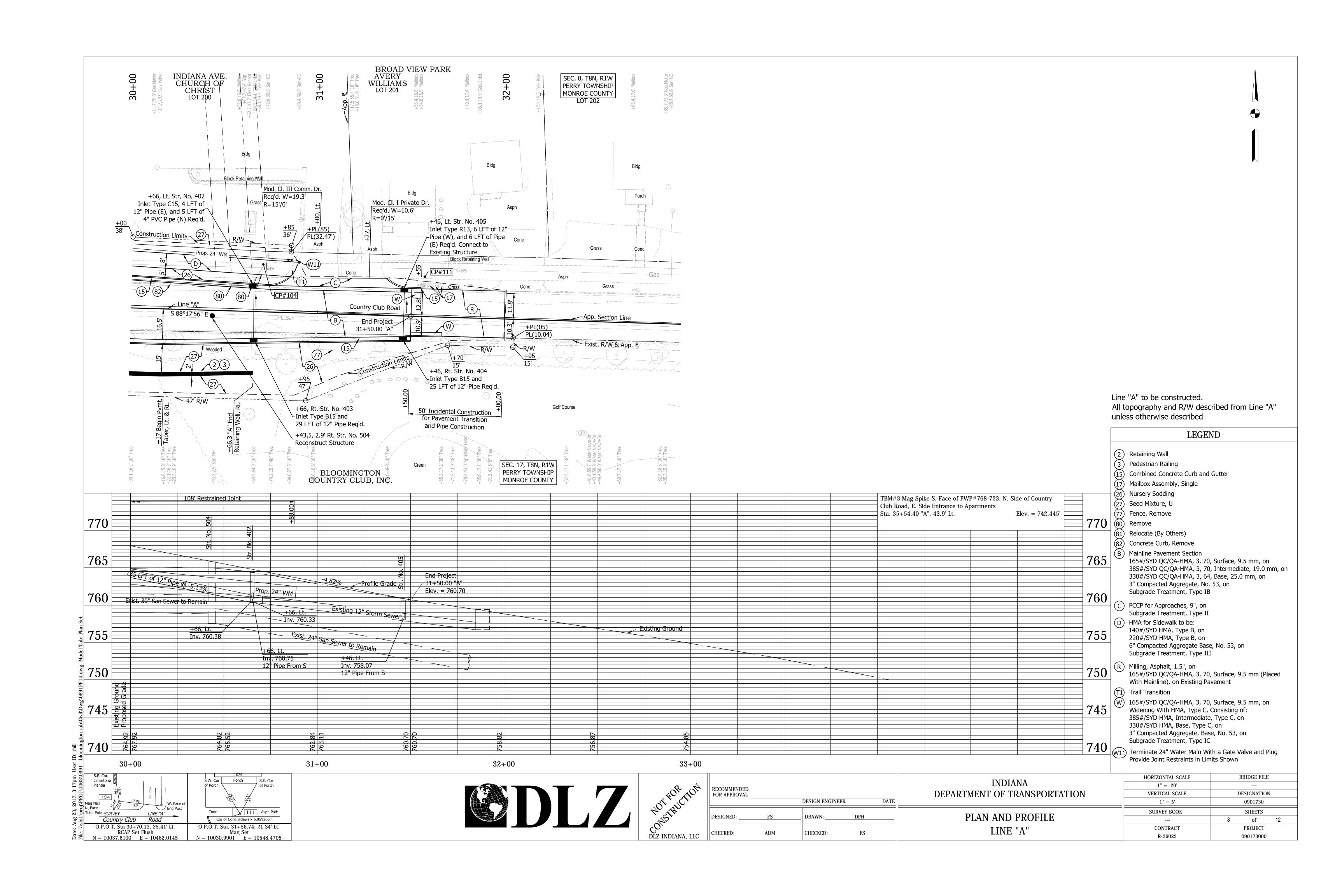


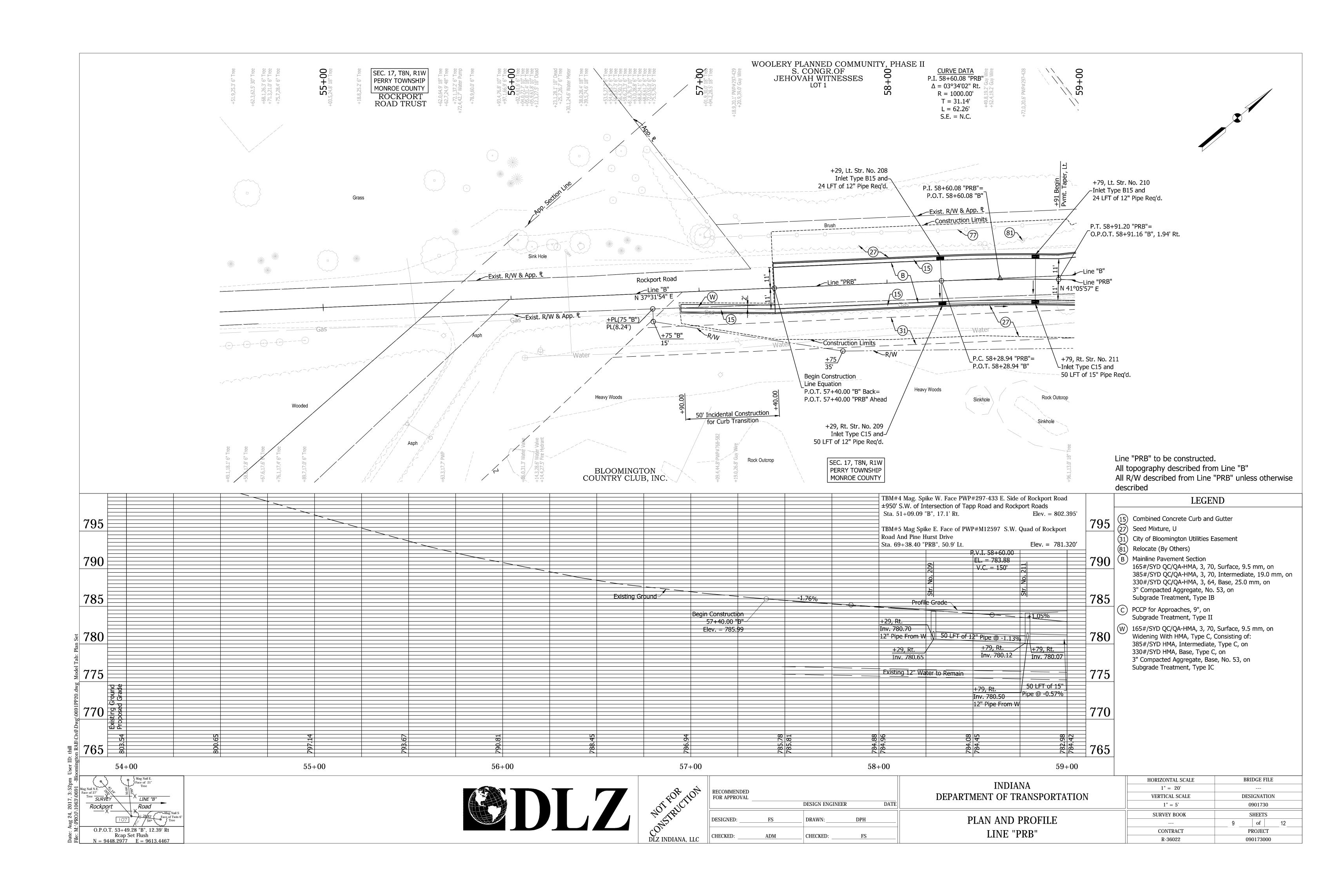


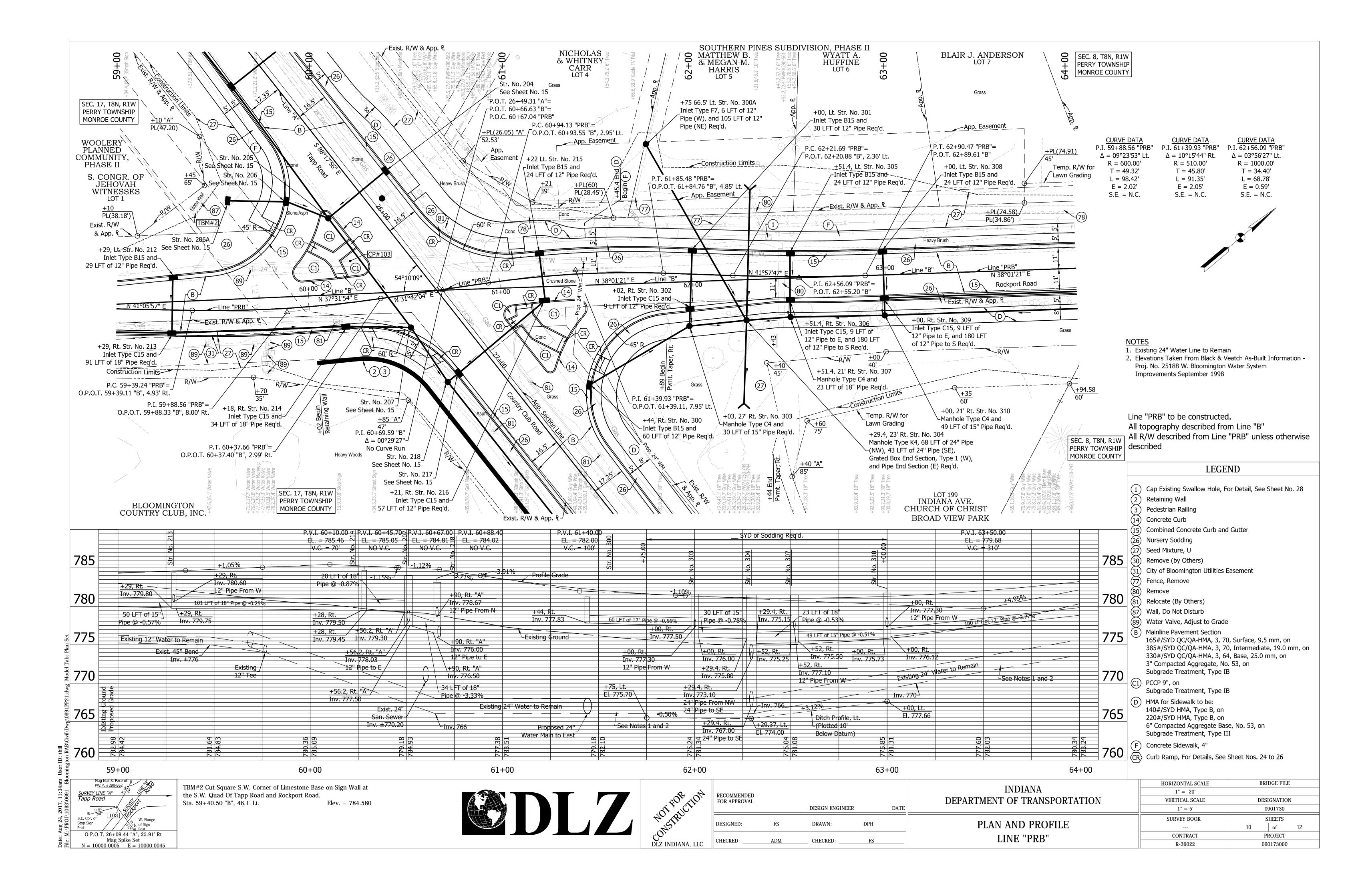


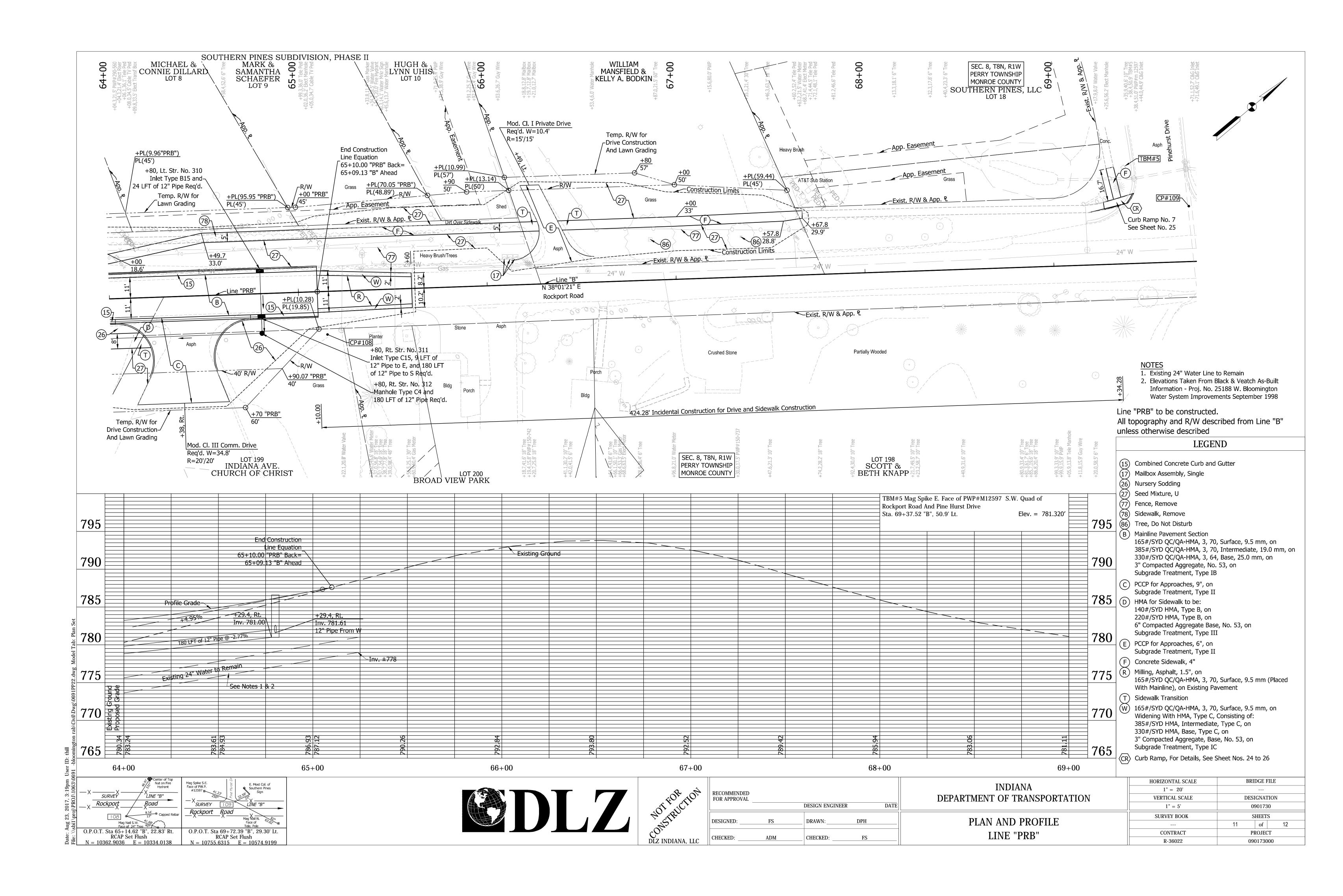
A	RECOMMENDED FOR APPROVAL	DESIGN ENGINEER DATE			
	DESIGNED:	FS	DRAWN:	DPH	
5	CHECKED:	ADM	CHECKED:	FS	

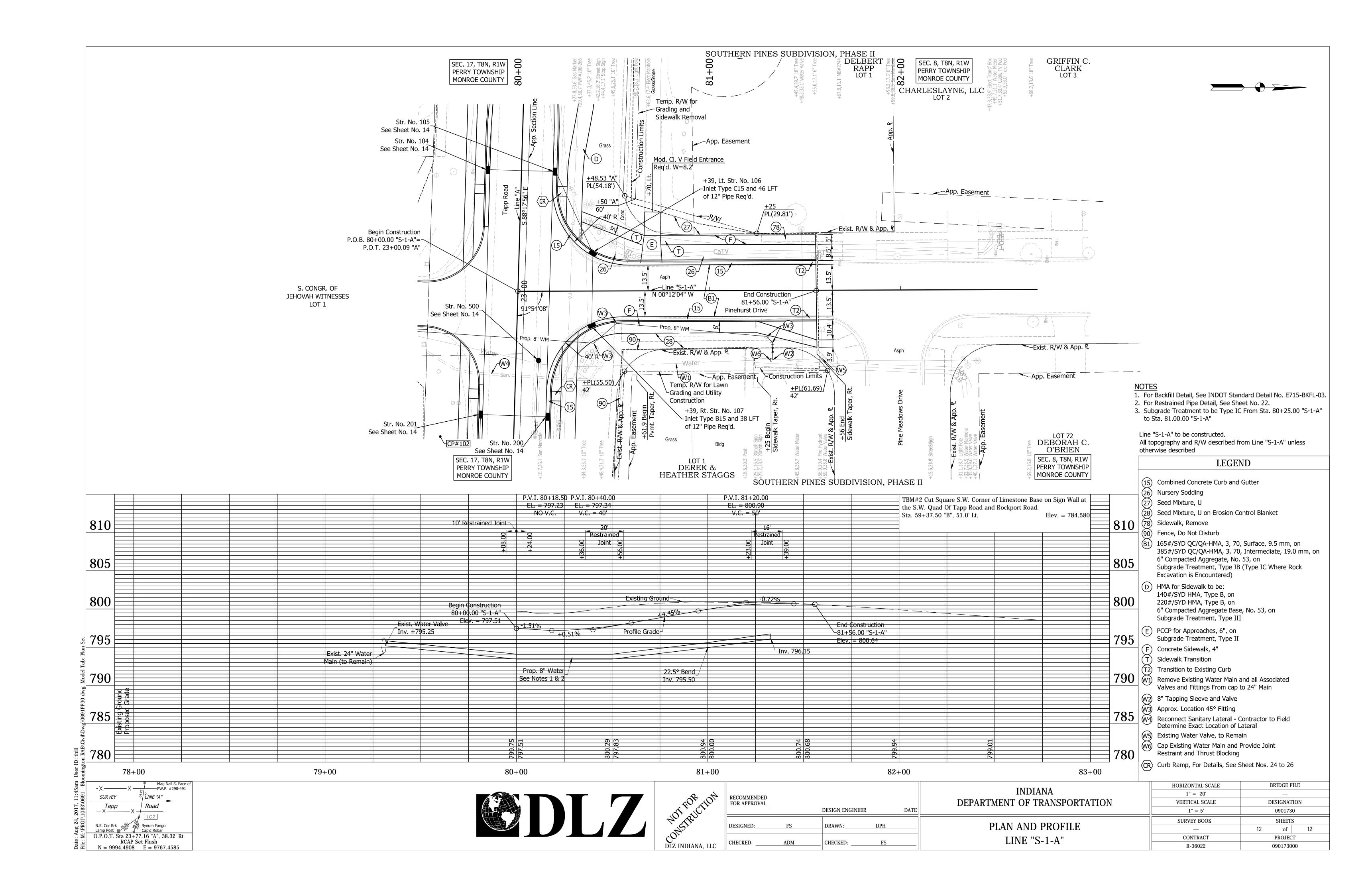
_				
	TRITATA	HORIZONTAL SCALE	BRIDGE FILE	
	INDIANA	1" = 20'		
	DEPARTMENT OF TRANSPORTATION	VERTICAL SCALE	DESIGNATION	
		1" = 5'	0901730	
	DDOEH E	SURVEY BOOK	SHEETS	
.	PROFILE		7 of 12	
	LINE "A"	CONTRACT	PROJECT	
	LINL A	R-36022	090173000	













Board of Public Works Staff Report

Project/Event: Change Order #2 for 2 nd & College Signal Replacement
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Matt Smethurst
Meeting Date: October 17, 2017
Change Order #2 contains one claim for additional work performed that was not part of the original contract.
There was one claim submitted by the contractor for additional work performed totaling \$3,545.00. The claim is for 4.09 cubic yards of Class X Excavation.
The original contract amount for the project was \$790,498.31. Change Order #2 will result in an increase to the contract of \$3,545.00. The new contract sum including this change order will be \$794.043.31
This project is federally funded.
Staff has reviewed the proposed change order and recommends approval of Change Order #2 for the 2 nd & College Signal Replacement Project.
Recommend

Contract No:T -38340 Change Order No.: 002

Page: 1

SP Days Value \$ _____

SS Completion Date 11/04/2017 or SS Calendar/Work Days 0

or SP Days 0

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Contract Information District:SEYMOUR DISTRICT	Contract No.: T -38340 AE:Wren, Rachel	Letting Date:04/05/2017 PE/S:Greene, Shawn	Status:Draft			
Change Order Information	Change Order No.: 002	EWA: Y or Force Acct: N				
Date Generated: 09/21/2017 Reason Code: CHANGED COND, Geo	ed: 09/21/2017 Date Approved: 00/00/0000 e: CHANGED COND, Geotechnical Related					
Description: Signal Fdn Class X Excava	ation					
Original Contract Amount	\$ 790,498.31					
Current Change Order Amount	\$ 3,545.00	Percent: 0.449 %	1			
Total Previous Approved Changes	\$ 0.00	Percent: 0.000 %	1			
Total Change To-Date	\$ 3,545.00	Percent: 0.449 %	1			
Modified Contract Amount	\$ 794,043.31					
Time Extension Information						
Date Initiated 00/00/0000	Date Completed 00/00/0000					
Original Contract Time	SS Completion Date 00/00/0000 or SS Calendar/Work Days 0 SP Date 00/00/0000 or SP Days (SS = Standard Specification, SP = Special Provision)					
Time Element Description:						
Current Time Extension	SS Days 0 SP Days 0	SP Days Value \$ 0.00				
Previous Time Approved	SS Days by AE: DCE	E: SCE: DDCN	Λ:			

SS Date 00/00/0000

Revised Contract Time

Contract No:T -38340 Change Order No.: 002

Page: 2

INDIANA Department of Transportation Construction Change Order and Time Extension Summary

Review and Approval Information					
Required Approval Authority (\$ per Change Order) (Days per Contract)	AE: DCE: (- LE \$ 250K-) (- LE \$ 750K (50 SS days) (100 SS day	-)(LE\$2M) (GT \$ 2 M)		
Verbal Approval Required?	Y / N If Y, by	_ Date Issued			
Total Change To-Date>5%?	Y / N If Y , Copy to Program Budget Manager				
Scope/Design Recommendation Required?	Y / N If Y, Referred to Project Manager(PM)				
	Date to PM	Date Returned_			
Approval Authority Concurs with PM?	Y / N If Y, Concurrence by_		Date		
	If N,Resolution: Approved _	Disap	proved		
	Resolved by		Date		
LPA Signatures Required?	Y / N If Y, Date to LPA	Date	Returned		
FHWA Signatures Required?	Y / N If Y, Date to FHWA	Date	Returned		
* Field Engineer Recommendation (Re	equired for SCE or DDCM App	oroval)			
Field Engineer		Date			
Comments:					
			<u> </u>		

Contract No:T -38340 Change Order No:002

INDIANA

Department of Transportation

Contract: T-38340

Project: 1500376 - State:150037600LC5

Change Order Nbr:

Change Order Description: Signal Fdn Class X Excavation

Reason Code: CHANGED COND, Geotechnical Related

CLN **PCN** PLN **Item Code** Unit **Unit Price** CO Qty Comment **Amount Change** 0126 1500376 0126 206-51215 CYS 500.000 С Amount:\$ 2,045.00 4.090

Item Description: EXCAVATION X

Supplemental Description1: Supplemental Description2:

С 0127 1500376 0127 110-07025 **EACH** 1,500.000 1.000 Amount:\$ 1,500.00

Item Description: MOBILIZATION AND DEMOBILIZATION

Supplemental Description1: MOBILIZATION AND DEMOBILIZATION FOR CLASS X EXCAVATION

Supplemental Description2:

Total Value for Change Order 002 = \$3,545.00

Date: 09/28/2017

Page: 3

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended. General or Standard Change Order Explanation

Impact- On Wednesday September 6 2017 James H Drew forces encountered Class X Excavation which in this case was limestone rock while they were augering soil for the Cantilevered Signal Foundations Type A in the SE Quadrant of 2nd Street and College Avenue at Sta. 14 01 Rt. A. The City PM INDOT AE and Design Engineer were all notified on this date by the Michael Baker PS Shawn Greene while the crews awaited instructions. On September 7 2017 the second foundation which was in the SE quadrant at Sta 22 10 Rt. B had an unexpected concrete vault hit while drilling and again everyone was notified to come up with a workable solution that was expediant and cost effective. Solutions discussed with the designer for the vault included removing the structure or should we fill structure with flowable fill and then auger through that. Roy Aten with the City of Bloomington worked with the consultant designer who then decided it was safest to drill the foundation to the original depth and fill the abandoned structure with additional concrete along with the new foundation pour. On September 10 2017 the third foundation at Sta. 13 05 Lt which is located in the NW quadrant encountered rock at 9.25 Ft. The decision was made to keep drilling through the rock and vault at all foundation locations. No additional equipment was used for this removal however a different rock auger was already brought out due to expectation of hitting rock and it had to be installed and then used to remove the rock and vault in all instances.

General or Standard Change Order Explanation

Entitlement - Per INDOT Standard Specification 206.11 line 286 lf class X excavation is encountered at locations for traffic signal foundations, and there is no contract unit price for class X excavation, payment will be made as follows: 1. \$500.00 if the quantity of class X excavation is less than or equal to 1 cubic yard per foundation. 2. \$500.00 per cu yd for all quantities over 1 cubic yard. In addition to the payment for class X excavation at sign foundations, traffic signal foundations, and highway illumination foundations when there is no contract unit price for class X excavation, a mobilization and demobilization payment for class X excavation will be paid in the amount of \$1,500.00 per occurrence. Bound by this specification this is how we must process this change order.

General or Standard Change Order Explanation

Cost- No original pay item exists for this work and therefore a change order is needed to add these items and thus complete this work. Payment will be made based on the INDOT standard specification for the removal of the class x excavation without contractor pricing and instead specifies standard unit rates shown in the paragraph above. For 2 of the 3 foundations at 2nd Street and College Avenue each had less than 1 CYS of class x excavation. These shall be paid for as 1 CYS per foundation per specification. The remaining 1 foundation had 2.09 CYS of class x excavation and payment will be made on the volume removed. In total 4.09 CYS of Class X Excavation shall be paid by this change order.

General or Standard Change Order Explanation

A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.

Notification and consent to this change order is hereby acknowledged.

Contract No:T -38340 Change Order No:002

INDIANA Department of Transportation

Date:09/	28/2017	7
	Page: 4	4

Contractor:	Signed By:
Date:	
***************************************	************

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No: 1 -38340	INDIANA	Date:09/28/2017
Change Order No:002	Department of Transportation	Page: 5
***************************************	APPROVED FOR LOCAL PUBLIC AGENC	
	AFFROVED FOR LOCAL FUBLIC AGENC	
(SIGNATURE)	(TITLE)	(DATE)
(SIGNATURE)	(TITLE)	(DATE)
***************************************	SUBMITTED FOR CONSIDERATION	***
PE/S		
*******************************	***************************************	****
	APPROVED FOR INDIANA DEPARTMENT OF TRANS	PORATION

Date

Status

Name of Approver

Approval Level



Staff Report

Project/Event: Addendum # 1 for Agreements for the Purchase and Delivery

of Fuel

Petitioner/Representative: Fleet Maintenance Department

Staff Representative: Jason Speer **Meeting Date:** October 17, 2017

Report: On November 1, 2016 the Board of Public Works approved agreements for purchase and delivery of fuel products with the following companies: Al Warren Oil, Heritage Petroleum, Petroleum Traders and White River Co-op. Included in the agreement is the provision to renew the agreement annually.

Recommendation and Supporting Justification: City Staff has reviewed our current agreements with Al Warren Oil, Heritage Petroleum, Petroleum Traders and White River Co-op as responsible bidders for the purchase and delivery of fuel and recommends approval of the addendum to renew the agreement.

Recommend

☑ Approval by Jason Speer

ADDENDUM #1 TO AGREEMENTS FOR PURCHASE AND DELIVERY OF FUEL between the CITY OF BLOOMINGTON

and

AL WARREN OIL, HERITAGE PETROLEUM, PETROLEUM TRADERS AND WHITE RIVER CO-OP ("Suppliers")

This Addendum #1 supplements the Agreements for Purchase and Delivery of Fuel with Al Warren Oil, Heritage Petroleum, Petroleum Traders and White River Co-Op ("Agreements") as follows:

- 1. Term of Agreement: Article 4 of the Agreements between the City of Bloomington Public Works Department through the Board of Public Works ("Department") and Al Warren Oil, Heritage Petroleum, Petroleum Traders and White River Co-Op ("Suppliers") states: "The term of this Agreement shall commence on November 1, 2016, and shall continue through October 31, 2017, (the Operating Term"). This Agreement may be renewed annually for additional one-year terms, provided Supplier does not give written notice to the City at least sixty (60) days prior to the expiration of the Agreement Term, that it does not wish to renew the Agreement." The City and the Suppliers agree to a one (1) year renewal of the Agreements, which shall commence on November 1, 2017, and shall continue through October 31, 2018.
- 2. In all other respects, the Agreement shall remain in effect as originally written.

CITY OF BLOOMINGTON

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed the day and year last written below:

CONSULTANT

off of begoning of the	COMBELLINI
Ву:	By:
Kyla Cox Deckard, President	·
Board of Public Works	
	Name and Title
Date:	
	Date:
Ву:	
Adam Wason, Director	
Public Works Department	
Date:	
By:	
John Hamilton, Mayor	
Date:	

BC 2016 - 56A

EXHIBIT B

AGREEMENT FOR PURCHASE AND DELIVERY OF FUEL

This Agreement, entered into on this $\frac{1}{2}$	day of NOV	ember	, 2016,		between the C	
Bloomington Department of Public Worl	ks (hereinafter	referred to	o as	the	"Department")	and
Bloomington Department of Public World Warren Oil Co. Inc. (hereinafter referre	d to as "Suppl	lier"),			

WITNESSETH:

WHEREAS, the Department wishes to potentially purchase fuel, diesel and/or unleaded, from the Supplier;

WHEREAS, it is in the public interest that such fuel be purchased; and,

WHEREAS, the Supplier is willing and able to provide fuel to the Department;

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

Article 1. Purchase of Fuel:

- (a) Each time the City needs to purchase fuel, whether it be diesel or unleaded, the Supplier, along with all other suppliers under contract with the City, will be contacted via email and provided the Request for Quote (Not an Order) Form, attached hereto and incorporated herein by reference as Exhibit A. All suppliers will have an opportunity to quote their current best price by email to the City for each of the following fuels within two (2) hours of receiving the email:
 - 89 Midgrade Unleaded (No Ethanol)
 - 89 Midgrade Unleaded (E10)
 - 87 Low Grade (No Ethanol)
 - 87 Low Grade (E10)
 - ▲ FQ5
 - Diesel, with Premium 50 Cetane Minimum & 100% Soy Methyl Ester for Biodiesels
 - B20
 - B10
 - B5
 - B2
 - Premium Diesel
 - #2 Diesel, 44 Cetane Minimum Required
- (b) If the Supplier cannot provide a price for each of the above-noted fuel types, the Supplier shall still provide a price for any of the fuel-types it does have available. The City will award the purchase to the lowest timely quote for whichever fuel type it needs when the quote is requested.
- (c) The Supplier shall return the above-described form, whether the Supplier is bidding or not. If the Supplier does not return the email three (3) times in a row, the City shall no longer continue to send the form via email to the Supplier, and the City may deem this Agreement terminated and void with that Supplier.

- (d) The Request for Quote (Not an Order) Form, created by the City, shall be completed and submitted by the Supplier with each bid.
- (e) The Supplier shall not include state or federal taxes with its bid.
- Article 2. <u>Standard of Care</u>: Supplier shall be responsible for delivery of any fuel purchased in a sufficient manner to meet high professional standards. The Department shall be the sole judge of the adequacy of Supplier's work in meeting such standards. However, the Department shall not unreasonably withhold its approval as to the adequacy of such performance. If the Supplier's performance does not meet the approval of the Department, then the Department may avail itself of its termination rights in Article 9.
- Article 3. Responsibilities of the Department: The Department shall provide all necessary information regarding requirements for the fuel to be purchased. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Supplier shall be entitled to rely upon the accuracy and completeness of such information. The Department shall designate who is authorized to act on its behalf with respect to this Agreement.

Article 4. Term of Agreement: The term of this Agreement shall commence on November 1, 2016, and shall continue through October 3, 2017, (the "Operating Term"). This Agreement may be renewed annually for additional one-year terms, provided Supplier does not give written notice to the City, at least sixty (60) days prior to the expiration of the Agreement Term, that it does not wish to renew the Agreement.

Article 5. <u>Delivery of Fuel</u>:

- (a) All deliveries shall be made and billed on net gallons at the time of delivery to the City.
- (b) The Supplier shall provide a computer generated Bill of Lading describing terminal, net gallons, and proper product delivery, and must be turned into City personnel prior to leaving City premises. The City will only pay for the net gallons of fuel received in the tanks.
- (c) The Supplier shall guarantee to make delivery of the purchased fuel by noon the following day of the City placing its order.
- (d) Supplier shall contact Department via phone when fuel delivery is on site.
- (e) The Supplier shall be liable for any loss of product or damage incurred during the filling process.
- (f) Delivered fuel shall be free of objectionable foreign material, suspended matter or similar substances likely to damage the fuel pump.
- Article 6. <u>Compensation</u>: Upon the submittal of approved claims, via the use of a Bill of Lading, the Department shall compensate the Supplier accordingly. Payments shall be considered past due if not paid within forty-five (45) calendar days of the due date.
- Article 7. Compensation for Failure to Deliver Fuel: The Supplier agrees that should it fail to deliver the fuel the City purchased from it, at the price quoted by the Supplier, and the City has to purchase fuel at a higher price from a different vendor, the Supplier shall reimburse the City for the additional expense the City incurred in purchasing fuel from a different vendor.
- Article 8. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty as set forth in Article 9 herein.

Article 9. <u>Termination</u>: The Agreement may be terminated for any reason by either party upon seven (7) days written notice to the other party.

Article 10. <u>Default</u>: If the Supplier breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

- (a) Failure to provide the purchased fuel by noon the following day of its purchase.
- (b) Failure to provide the type of fuel purchased.
- (c) Failure to provide fuel free of objectionable foreign material, suspended matter or similar substances likely to damage a fuel pump.
- (d) Failure to contact Department via phone when fuel is on site.
- (e) If, for any other reason, the Supplier breaches the Contract or fails to carry on the work in an acceptable manner.

Article 11. Indemnification: The Supplier agrees to indemnify and hold harmless the City and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by the Supplier or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to the City or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

Article 12. <u>Insurance</u>: The Supplier shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from the Supplier's operations under this Agreement, whether such operations be by the Supplier or by anyone directly or indirectly employed by the Supplier, or by anyone for whose acts any of them may be liable:

- (a) Workers compensation, Statutory Requirements
- (b) Employer's Liability Bodily Injury by Accident, \$100,000 each accident
- (c) Employer's Liability Bodily Injury by Disease, \$500,000 policy limit
- (d) Employer's Liability Bodily Injury by Disease, \$100,000 each employee
- (e) Commercial General Liability, \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- (f) Comprehensive Auto Liability, \$1,000,000 each accident

Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with the City prior to commencement of work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by the City. The City shall be named as an additional insured on the Commercial General Liability and Automobile Liability. The Supplier shall agree to a waiver of subrogation on its Worker's Compensation policy.

Article 13. <u>Conflict of Interest</u>: Supplier declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with this Agreement. The Supplier agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. 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 15. 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 16. <u>Assignment</u>: Neither the Department nor the Supplier shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Supplier may assign its rights to payment without the Department'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 17. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and the Supplier.

Article 18. 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 Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination: Supplier 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 20. <u>Compliance with Laws</u>: In performing the Services under this Agreement, Supplier shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment.

Article 21. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Department of Public Works:

Mike Young
Department of Public Works
City of Bloomington
P. O. Box 100
Bloomington, IN 47402-0100

Supplier:

Scott Piszczof (Name)

Al Warren oil Co. Inc. (Company)

1646 Summer St. (Address)

Hammand IN 46370 (City, State, Zip)

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

Article 22. Intent to be Bound: The Department and the Supplier 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 23. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Supplier. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 24. Verification of Employees' Immigration Status: Supplier 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). Supplier shall sign an affidavit, attached as Attachment B, affirming that Supplier 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. Supplier and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Supplier or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Supplier or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Supplier or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Supplier or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Supplier or its subcontractor did not knowingly employ an unauthorized alien. If the Supplier or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new Supplier. If the City terminates the Agreement, the Supplier or its subcontractor is liable to the City for actual damages.

Supplier shall require any subcontractors performing work under this Agreement to certify to the Supplier 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. Supplier shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

Article 25. No Collusion: Supplier is required to certify that it has not, now has any other member, representative, or agent of Supplier, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit attached hereto as Attachment C, affirming that Supplier has not engaged in any collusive conduct. Attachment C is attached hereto and incorporated herein by reference as though fully set forth.

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

Reviewed By

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

City of	Bloomington	Supplier	
Ву:	Kyla Cox Deckard, President Board of Public Works	Signature	<u> </u>
Ву:	Al Warren al Co. Inc. (Name of Supplier)	Man Vor	Adam Wason, Director
	Department of Public Works		
By:	Well Recessed +	Car	
	John Hamilton, Mayor		
		CITY OF BLOOMIN	GTON

Controller CITY OF BLOOMINGTON Logal Department DATE: 10-7-16

13

state of <u>Indiana</u>)
ss:
county of <u>Lake</u>

AFFIDAVIT REGARDING E-VERIFY

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

- 1. The undersigned is the Marketing Monagof Al Nova O.1 Co. Inc. .

 (job title) (company name)
- 2. The company named herein that employs the undersigned:
 - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
 - is a subcontractor on a contract to provide services to the City of Bloomington.
- 3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
- 4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Scott Pszczor

Printed name

STATE OF Indiana

) SS:

COUNTY OF (a ko)

Before me, a Notary Public in and for said County and State, personally appeared

Octobor

Notary Public

Notary Public

Printed name

My Commission Expires: May //, 2033

County of Residence: (a ko)

LOREEN ROBINSON

Notary Public - Seal

20

State of Indiana

Lake County
My Commission Expires May 11, 2023

STATE OF <u>India</u>	<u>na</u>)
COUNTY OF Cake) SS :

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 14 day of _	October 2016.
	Al Warren Oil C. Inc.
	(Name of Organization)
	By: Sicola for
	Scott Piszcros Marketing Manager
	(Name and Title of Person Signing)
state of <u>Indiana</u>) ss: county of <u>Lake</u>)	20/Co
Subscribed and sworn to bere	ore me this // day of October, 20/6.
My Commission Expires:	
May 11, 2023	Jorean Molandon
	Notary Public Signature
Resident of Lake County	Loken Kobinson Printed Name

LOREEN ROBINSON Notary Public - Seal State of Indiana Lake County My Commission Expires May 11, 2023

EXHIBIT B

AGREEMENT FOR PURCHASE AND DELIVERY OF FUEL

This	Agreement, ente	ered	into on 1	this \perp^{ST}	_ day of <u>NW</u>	lmber	:	2016,	by an	d between the (City of
Bloomingtor	Department	of	Public	Works	(hereinafter	referred	to	as	the	"Department")	and
Heritag	e Petroley	m	لملر	(her	einafter referre	d to as "Su	pplie	·"),			
	-										

WITNESSETH:

WHEREAS, the Department wishes to potentially purchase fuel, diesel and/or unleaded, from the Supplier;

WHEREAS, it is in the public interest that such fuel be purchased; and,

WHEREAS, the Supplier is willing and able to provide fuel to the Department;

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

Article 1. Purchase of Fuel:

- (a) Each time the City needs to purchase fuel, whether it be diesel or unleaded, the Supplier, along with all other suppliers under contract with the City, will be contacted via email and provided the Request for Quote (Not an Order) Form, attached hereto and incorporated herein by reference as Exhibit A. All suppliers will have an opportunity to quote their current best price by email to the City for each of the following fuels within two (2) hours of receiving the email:
 - 89 Midgrade Unleaded (No Ethanol)
 - 89 Midgrade Unleaded (E10)
 - 87 Low Grade (No Ethanol)
 - 87 Low Grade (E10)
 - E85
 - Diesel, with Premium 50 Cetane Minimum & 100% Soy Methyl Ester for Biodiesels
 - B20
 - B10
 - B5
 - B2
 - Premium Diesel
 - #2 Diesel, 44 Cetane Minimum Required
- (b) If the Supplier cannot provide a price for each of the above-noted fuel types, the Supplier shall still provide a price for any of the fuel-types it does have available. The City will award the purchase to the lowest timely quote for whichever fuel type it needs when the quote is requested.
- (c) The Supplier shall return the above-described form, whether the Supplier is bidding or not. If the Supplier does not return the email three (3) times in a row, the City shall no longer continue to send the form via email to the Supplier, and the City may deem this Agreement terminated and void with that Supplier.

- (d) The Request for Quote (Not an Order) Form, created by the City, shall be completed and submitted by the Supplier with each bid.
- (e) The Supplier shall not include state or federal taxes with its bid.
- Article 2. <u>Standard of Care</u>: Supplier shall be responsible for delivery of any fuel purchased in a sufficient manner to meet high professional standards. The Department shall be the sole judge of the adequacy of Supplier's work in meeting such standards. However, the Department shall not unreasonably withhold its approval as to the adequacy of such performance. If the Supplier's performance does not meet the approval of the Department, then the Department may avail itself of its termination rights in Article 9.
- Article 3. Responsibilities of the Department: The Department shall provide all necessary information regarding requirements for the fuel to be purchased. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Supplier shall be entitled to rely upon the accuracy and completeness of such information. The Department shall designate who is authorized to act on its behalf with respect to this Agreement.

Article 5. Delivery of Fuel:

- (a) All deliveries shall be made and billed on net gallons at the time of delivery to the City.
- (b) The Supplier shall provide a computer generated Bill of Lading describing terminal, net gallons, and proper product delivery, and must be turned into City personnel prior to leaving City premises. The City will only pay for the net gallons of fuel received in the tanks.
- (c) The Supplier shall guarantee to make delivery of the purchased fuel by noon the following day of the City placing its order.
- (d) Supplier shall contact Department via phone when fuel delivery is on site.
- (e) The Supplier shall be liable for any loss of product or damage incurred during the filling process.
- (f) Delivered fuel shall be free of objectionable foreign material, suspended matter or similar substances likely to damage the fuel pump.
- Article 6. <u>Compensation</u>: Upon the submittal of approved claims, via the use of a Bill of Lading, the Department shall compensate the Supplier accordingly. Payments shall be considered past due if not paid within forty-five (45) calendar days of the due date.
- **Article 7.** Compensation for Failure to Deliver Fuel: The Supplier agrees that should it fail to deliver the fuel the City purchased from it, at the price quoted by the Supplier, and the City has to purchase fuel at a higher price from a different vendor, the Supplier shall reimburse the City for the additional expense the City incurred in purchasing fuel from a different vendor.
- Article 8. <u>Appropriation of Funds</u>: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty as set forth in Article 9 herein.

Article 9. <u>Termination</u>: The Agreement may be terminated for any reason by either party upon seven (7) days written notice to the other party.

Article 10. <u>Default</u>: If the Supplier breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

- (a) Failure to provide the purchased fuel by noon the following day of its purchase.
- (b) Failure to provide the type of fuel purchased.
- (c) Failure to provide fuel free of objectionable foreign material, suspended matter or similar substances likely to damage a fuel pump.
- (d) Failure to contact Department via phone when fuel is on site.
- (e) If, for any other reason, the Supplier breaches the Contract or fails to carry on the work in an acceptable manner.

Article 11. Indemnification: The Supplier agrees to indemnify and hold harmless the City and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by the Supplier or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to the City or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

Article 12. <u>Insurance</u>: The Supplier shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from the Supplier's operations under this Agreement, whether such operations be by the Supplier or by anyone directly or indirectly employed by the Supplier, or by anyone for whose acts any of them may be liable:

- (a) Workers compensation, Statutory Requirements
- (b) Employer's Liability Bodily Injury by Accident, \$100,000 each accident
- (c) Employer's Liability Bodily Injury by Disease, \$500,000 policy limit
- (d) Employer's Liability Bodily Injury by Disease, \$100,000 each employee
- (e) Commercial General Liability, \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- (f) Comprehensive Auto Liability, \$1,000,000 each accident

Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with the City prior to commencement of work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by the City. The City shall be named as an additional insured on the Commercial General Liability and Automobile Liability. The Supplier shall agree to a waiver of subrogation on its Worker's Compensation policy.

Article 13. <u>Conflict of Interest</u>: Supplier declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with this Agreement. The Supplier agrees that no person having any such interest shall be employed in the performance of this Agreement.

- Article 14. <u>Waiver</u>: 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 15. 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 16. <u>Assignment</u>: Neither the Department nor the Supplier shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Supplier may assign its rights to payment without the Department'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 17. <u>Third Party Rights</u>: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and the Supplier.
- **Article 18.** 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 Circuit Court, Monroe County, Indiana.
- **Article 19. Non-Discrimination:** Supplier 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 20. <u>Compliance with Laws</u>: In performing the Services under this Agreement, Supplier shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment.

Article 21. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Department of Public Works:

Mike Young
Department of Public Works
City of Bloomington
P. O. Box 100

Bloomington, IN 47402-0100

Supplier:

Brian Hershberger (Name)

Heritage Detroleum LLC (Company)

516 N 7th Are (Address)

P.O. Box 6850 (City, State, Zip)

Evansville, IN 47719

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

- Article 22. Intent to be Bound: The Department and the Supplier 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 23. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Supplier. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 24. Verification of Employees' Immigration Status: Supplier 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). Supplier shall sign an affidavit, attached as Attachment B, affirming that Supplier 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. Supplier and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Supplier or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Supplier or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Supplier or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Supplier or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Supplier or its subcontractor did not knowingly employ an unauthorized alien. If the Supplier or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new Supplier. If the City terminates the Agreement, the Supplier or its subcontractor is liable to the City for actual damages.

Supplier shall require any subcontractors performing work under this Agreement to certify to the Supplier 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. Supplier shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

Article 25. No Collusion: Supplier is required to certify that it has not, now has any other member, representative, or agent of Supplier, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit attached hereto as Attachment C, affirming that Supplier has not engaged in any collusive conduct. Attachment C is attached hereto and incorporated herein by reference as though fully set forth.

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

CITY OF BLOOMINGTON

Legal Department

Tacke Moore
DATE: 10-7-16

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

City of B	Bloomington	<u>Supplier</u>	
Ву:	By: Kyla Cox Deckard, President Board of Public Works	Signature Hush	berg
By: V	teritage Petroleum LLC (Name of Supplier)	Man Won	Adam Wason, Director
4	Department of Public Works White Velleleer Fo	Y	
Ву:	John Hamilton, Mayor		

CITY OF BLOOMINGTON
Controller

Reviewed by:
DATE: W(2) (1)

FUND/ACCT:

13

STATE OF <u>Indiana</u>)

COUNTY OF <u>Vanderburgh</u>)

SS:

AFFIDAVIT REGARDING E-VERIFY
The undersigned, being duly sworn, hereby affirms and says that:
1. The undersigned is the Bids of Heritage Petroleum. (job title) (company name)
 2. The company named herein that employs the undersigned: has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
 is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.
Brian M. Hershberger
Brian M. Hershberger Printed name
STATE OF <u>Indiana</u>) SS: COUNTY OF <u>Vandeburg</u> L
Before me, a Notary Public in and for said County and State, personally appeared Brian Hersberger and acknowledged the execution of the foregoing this 17 day of October 20 16 Notary Public Miriam Rogers 9: 000
My Commission Expires: 09-04-19 County of Residence: Vanderburgh Printed name DIANA*

EXHIBIT E

STATE OF Indiana)

SS:

COUNTY OF Vanderbugh

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.

ţ-	teritage	Petroli	eum	LLC.
	Name of Organization			
E	BY: Bin	. Juste	, and	
	Name and Title of Po	Bids erson Signing)	Legion	<u>al</u> Sal-
		(,		
STATE OF <u>Indiana</u>)				
STATE OF <u>Indiana</u>) SS: COUNTY OF Varderbugh			•	
Subscribed and sworn to before	re me this <u>17</u> day	of October	<u>د</u> , 2	016.
My Commission Expires:		Japan	NRIAM A	O A
09-04-19		Rosel :	NOMA	GEN.
	Notary Public	Signature	PURAL	΄ : Ο !
Resident of Vanderburgh County	Miriam	Rogersa	· o(/c	*
8	Printed Name	3	MOIAN	esses.

Dated this 17 day of Cotober, 2016.

EXHIBIT B

AGREEMENT FOR PURCHASE AND DELIVERY OF FUEL

This	Agreement, ent	tered	into on	this 18+	day of NW	ember	,	2016,	by and	between the	City of
Bloomington	Department	of	Public	Works	(hereinafter	referred	to	as	the	"Department") and
	Traders Corpor			(her	einafter referre	d to as "Sup	plie	!r"),			

WITNESSETH:

WHEREAS, the Department wishes to potentially purchase fuel, diesel and/or unleaded, from the Supplier;

WHEREAS, it is in the public interest that such fuel be purchased; and,

WHEREAS, the Supplier is willing and able to provide fuel to the Department;

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

Article 1. Purchase of Fuel:

- (a) Each time the City needs to purchase fuel, whether it be diesel or unleaded, the Supplier, along with all other suppliers under contract with the City, will be contacted via email and provided the Request for Quote (Not an Order) Form, attached hereto and incorporated herein by reference as Exhibit A. All suppliers will have an opportunity to quote their current best price by email to the City for each of the following fuels within two (2) hours of receiving the email:
 - 89 Midgrade Unleaded (No Ethanol)
 - 89 Midgrade Unleaded (E10)
 - 87 Low Grade (No Ethanol)
 - 87 Low Grade (E10)
 - FRE
 - Diesel, with Premium 50 Cetane Minimum & 100% Soy Methyl Ester for Biodiesels
 - B20
 - B10
 - B5
 - B2
 - Premium Diesel
 - #2 Diesel, 44 Cetane Minimum Required
- (b) If the Supplier cannot provide a price for each of the above-noted fuel types, the Supplier shall still provide a price for any of the fuel-types it does have available. The City will award the purchase to the lowest timely quote for whichever fuel type it needs when the quote is requested.
- (c) The Supplier shall return the above-described form, whether the Supplier is bidding or not. If the Supplier does not return the email three (3) times in a row, the City shall no longer continue to send the form via email to the Supplier, and the City may deem this Agreement terminated and void with that Supplier.

- (d) The Request for Quote (Not an Order) Form, created by the City, shall be completed and submitted by the Supplier with each bid.
- (e) The Supplier shall not include state or federal taxes with its bid.
- Article 2. <u>Standard of Care</u>: Supplier shall be responsible for delivery of any fuel purchased in a sufficient manner to meet high professional standards. The Department shall be the sole judge of the adequacy of Supplier's work in meeting such standards. However, the Department shall not unreasonably withhold its approval as to the adequacy of such performance. If the Supplier's performance does not meet the approval of the Department, then the Department may avail itself of its termination rights in Article 9.
- Article 3. Responsibilities of the Department: The Department shall provide all necessary information regarding requirements for the fuel to be purchased. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Supplier shall be entitled to rely upon the accuracy and completeness of such information. The Department shall designate who is authorized to act on its behalf with respect to this Agreement.
- Article 4. <u>Term of Agreement</u>; The term of this Agreement shall commence on <u>November</u> / 2016, and shall continue through <u>OCHOBER 31</u>, 2017, (the "Operating Term"). This Agreement may be renewed annually for additional one-year terms, provided Supplier does not give written notice to the City, at least sixty (60) days prior to the expiration of the Agreement Term, that it does not wish to renew the Agreement.

Article 5. <u>Delivery of Fuel</u>:

- (a) All deliveries shall be made and billed on net gallons at the time of delivery to the City.
- (b) The Supplier shall provide a computer generated Bill of Lading describing terminal, net gallons, and proper product delivery, and must be turned into City personnel prior to leaving City premises. The City will only pay for the net gallons of fuel received in the tanks.
- (c) The Supplier shall guarantee to make delivery of the purchased fuel by noon the following day of the City placing its order.
- (d) Supplier shall contact Department via phone when fuel delivery is on site.
- (e) The Supplier shall be liable for any loss of product or damage incurred during the filling process.
- (f) Delivered fuel shall be free of objectionable foreign material, suspended matter or similar substances likely to damage the fuel pump.
- Article 6. Compensation: Upon the submittal of approved claims, via the use of a Bill of Lading, the Department shall compensate the Supplier accordingly. Payments shall be considered past due if not paid within forty-five (45) calendar days of the due date.
- Article 7. Compensation for Failure to Deliver Fuel: The Supplier agrees that should it fail to deliver the fuel the City purchased from it, at the price quoted by the Supplier, and the City has to purchase fuel at a higher price from a different vendor, the Supplier shall reimburse the City for the additional expense the City incurred in purchasing fuel from a different vendor.
- **Article 8.** Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty as set forth in Article 9 herein.

Article 9. <u>Termination</u>: The Agreement may be terminated for any reason by either party upon seven (7) days written notice to the other party.

Article 10. <u>Default</u>: If the Supplier breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

- (a) Failure to provide the purchased fuel by noon the following day of its purchase.
- (b) Failure to provide the type of fuel purchased.
- (c) Failure to provide fuel free of objectionable foreign material, suspended matter or similar substances likely to damage a fuel pump.
- (d) Failure to contact Department via phone when fuel is on site.
- (e) If, for any other reason, the Supplier breaches the Contract or fails to carry on the work in an acceptable manner.

Article 11. Indemnification: The Supplier agrees to Indemnify and hold harmless the City and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by the Supplier or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to the City or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

Article 12. <u>Insurance</u>: The Supplier shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from the Supplier's operations under this Agreement, whether such operations be by the Supplier or by anyone directly or indirectly employed by the Supplier, or by anyone for whose acts any of them may be liable:

- (a) Workers compensation, Statutory Requirements
- (b) Employer's Liability Bodily Injury by Accident, \$100,000 each accident
- (c) Employer's Liability Bodily Injury by Disease, \$500,000 policy limit
- (d) Employer's Liability Bodily Injury by Disease, \$100,000 each employee
- (e) Commercial General Liability, \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- (f) Comprehensive Auto Liability, \$1,000,000 each accident

Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with the City prior to commencement of work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by the City. The City shall be named as an additional insured on the Commercial General Liability and Automobile Liability. The Supplier shall agree to a waiver of subrogation on its Worker's Compensation policy.

Article 13. <u>Conflict of Interest</u>: Supplier declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with this Agreement. The Supplier agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. <u>Waiver</u>: 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 15. 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 16. <u>Assignment</u>: Neither the Department nor the Supplier shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Supplier may assign its rights to payment without the Department'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 17. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and the Supplier.

Article 18. 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 Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination: Supplier 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 20. <u>Compliance with Laws</u>: In performing the Services under this Agreement, Supplier shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment.

Article 21. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Department of Public Works:

Mike Young

Department of Public Works

City of Bloomington

P. O. Box 100

Bloomington, IN 47402-0100

Supplier:

Gayle Newton, Contract Sales Manager (Name)

Petroleum Traders Corporation (Company)

7120 Pointe Inverness Way (Address)

Fort Wayne, IN 46804 (City, State, Zip)

Government Spot Bids Ph:1-800-348-3705 x 5899

Fx: 260-203-5018

govbids@petroleumtraders.com

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

Article 22. Intent to be Bound: The Department and the Supplier 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 23. <u>Integration and Modification</u>: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Supplier. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 24. Verification of Employees' Immigration Status: Supplier 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). Supplier shall sign an affidavit, attached as Attachment B, affirming that Supplier 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. Supplier and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Supplier or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Supplier or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Supplier or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Supplier or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Supplier or its subcontractor did not knowingly employ an unauthorized alien. If the Supplier or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new Supplier. If the City terminates the Agreement, the Supplier or its subcontractor is liable to the City for actual damages.

Supplier shall require any subcontractors performing work under this Agreement to certify to the Supplier 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. Supplier shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

Article 25. No Collusion: Supplier is required to certify that it has not, now has any other member, representative, or agent of Supplier, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit attached hereto as Attachment C, affirming that Supplier has not engaged in any collusive conduct. Attachment C is attached hereto and incorporated herein by reference as though fully set forth.

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

CITY OF BLOOMINGTON

10.0.

Legal Department

Reviewed By:

DATE.

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

City of	Bloomington	Supplier						
Ву:	Kyla Coy Deckard, President Board of Public Works	Signature Sales Manager						
Ву:	(Name of Supplier)	Mun Wase Adam Wason, Director						
Ву:	Department of Public Works LUGA Vecceee Boy John Hamilton, Mayor							

Controller
Reviewed by:

DATE: 10(25) (16

FUND/ACCT: 802-17 22-6

13

CITY OF BLOOMINGTON

STATE OF IN) SS: COUNTY OF Allen)	-						
AFFIDAVIT REGARDING E-VERIFY							
The undersigned, being duly sworn, hereby affirms and says that:							
1. The undersigned is the Contract Sales Manager of Petroleum Traders Corporation (job title) (company name)							
(Job title) (company name)							
 2. The company named herein that employs the undersigned: has contracted with or is seeking to contract with the City of Bloomington to provide services; OR is a subcontractor on a contract to provide services to the City of Bloomington. 							
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).							
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program. Yayu here	•						
Signature							
Gayle Newton, Contract Sales Manager Printed name STATE OF _IN							
Before me, a Notary Public in and for said County and State, personally appeared Gayle Newton and acknowledged the execution of the foregoing this 14th day of October, 20_16 Notary Public Nelody Larkin							
Printed name My Commission Expires:03/03/2024 County of Residence: Allen							

	ЕХНІВІТ Е
STATE OF IN	
COUNTY OF Allen	
	NON-COLLUSION AFFIDAVIT
member, representative, or agent of entered into any combination, collu	agent, being duly sworn on oath, says that he has not, nor has any other of the firm, company, corporation or partnership represented by him, usion or agreement with any person relative to the price to be offered by on from making an offer nor to induce anyone to refrain from making an thout reference to any other offer.
	OATH AND AFFIRMATION
I affirm under the penalties the best of my knowledge and belie	of perjury that the foregoing facts and information are true and correct to ef.
Dated this <u>14th</u> day of	October , 20 16 .
	Petroleum Traders Corporation
	(Name of Organization)
	By: Sayle henter
	Gayle Newton, Contract Sales Manager
	(Name and Title of Person Signing)
STATE OF IN) SS: COUNTY OF Allen)	MELODY LARKIN Notary Public SEAL Allen County, State of Indiana Commission Expires March 3, 2024
Subscribed and sworn to be	fore me this <u>14th</u> day of <u>October</u> , 20 <u>16</u> .
My Commission Expires: 03/03/2024	Ullader Farki Notary Rublic Signature
Resident of <u>Allen</u> County	Melody Larkin Printed Name

EXHIBIT B

AGREEMENT FOR PURCHASE AND DELIVERY OF FUEL

	This	Agreement, en	tered	into on	this <u>1</u> 8+	_ day of <u>NU</u>	rember		2016,	by an	d between the	City of
Bloomi	ngton	Department	of	Public	Works	(hereinafter	referred	to	as	the	"Department")	and
whi	+<	KiverC	0-0	ρ	(her	einafter referre	ed to as "Su	oplie	r"),		"Department")	

WITNESSETH:

WHEREAS, the Department wishes to potentially purchase fuel, diesel and/or unleaded, from the Supplier;

WHEREAS, it is in the public interest that such fuel be purchased; and,

WHEREAS, the Supplier is willing and able to provide fuel to the Department;

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

Article 1. Purchase of Fuel:

- (a) Each time the City needs to purchase fuel, whether it be diesel or unleaded, the Supplier, along with all other suppliers under contract with the City, will be contacted via email and provided the Request for Quote (Not an Order) Form, attached hereto and incorporated herein by reference as Exhibit A. All suppliers will have an opportunity to quote their current best price by email to the City for each of the following fuels within two (2) hours of receiving the email:
 - 89 Midgrade Unleaded (No Ethanol)
 - 89 Midgrade Unleaded (E10)
 - 87 Low Grade (No Ethanol)
 - 87 Low Grade (E10)
 - E85
 - Diesel, with Premium 50 Cetane Minimum & 100% Soy Methyl Ester for Biodiesels
 - B20 -
 - B10
 - B5
 - B2
 - Premium Diesel
 - #2 Diesel, 44 Cetane Minimum Required
- (b) If the Supplier cannot provide a price for each of the above-noted fuel types, the Supplier shall still provide a price for any of the fuel-types it does have available. The City will award the purchase to the lowest timely quote for whichever fuel type it needs when the quote is requested.
- (c) The Supplier shall return the above-described form, whether the Supplier is bidding or not. If the Supplier does not return the email three (3) times in a row, the City shall no longer continue to send the form via email to the Supplier, and the City may deem this

 Agreement terminated and void with that Supplier.

- (d) The Request for Quote (Not an Order) Form, created by the City, shall be completed and submitted by the Supplier with each bid.
- (e) The Supplier shall not include state or federal taxes with its bid.
- Article 2. Standard of Care: Supplier shall be responsible for delivery of any fuel purchased in a sufficient manner to meet high professional standards. The Department shall be the sole judge of the adequacy of Supplier's work in meeting such standards. However, the Department shall not unreasonably withhold its approval as to the adequacy of such performance. If the Supplier's performance does not meet the approval of the Department, then the Department may avail itself of its termination rights in Article 9.
- Article 3. Responsibilities of the Department: The Department shall provide all necessary information regarding requirements for the fuel to be purchased. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Supplier shall be entitled to rely upon the accuracy and completeness of such information. The Department shall designate who is authorized to act on its behalf with respect to this Agreement.
- Article 4. Term of Agreement: The term of this Agreement shall commence on November 2, 2016, and shall continue through October 34, 2017, (the "Operating Term"). This Agreement may be renewed annually for additional one-year terms, provided Supplier does not give written notice to the City, at least sixty (60) days prior to the expiration of the Agreement Term, that it does not wish to renew the Agreement.

Article 5. <u>Delivery of Fuel</u>:

- (a) All deliveries shall be made and billed on net gallons at the time of delivery to the City.
- (b) The Supplier shall provide a computer generated Bill of Lading describing terminal, net gallons, and proper product delivery, and must be turned into City personnel prior to leaving City premises. The City will only pay for the net gallons of fuel received in the tanks.
- (c) The Supplier shall guarantee to make delivery of the purchased fuel by noon the following day of the City placing its order.
- (d) Supplier shall contact Department via phone when fuel delivery is on site.
- (e) The Supplier shall be liable for any loss of product or damage incurred during the filling process.
- (f) Delivered fuel shall be free of objectionable foreign material, suspended matter or similar substances likely to damage the fuel pump.
- Article 6. <u>Compensation</u>: Upon the submittal of approved claims, via the use of a Bill of Lading, the Department shall compensate the Supplier accordingly. Payments shall be considered past due if not paid within forty-five (45) calendar days of the due date.
- Article 7. Compensation for Failure to Deliver Fuel: The Supplier agrees that should it fail to deliver the fuel the City purchased from it, at the price quoted by the Supplier, and the City has to purchase fuel at a higher price from a different vendor, the Supplier shall reimburse the City for the additional expense the City incurred in purchasing fuel from a different vendor.
- Article 8. <u>Appropriation of Funds</u>: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty as set forth in Article 9 herein.

Article 9. <u>Termination</u>: The Agreement may be terminated for any reason by either party upon seven (7) days written notice to the other party.

Article 10. <u>Default</u>: If the Supplier breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

- (a) Failure to provide the purchased fuel by noon the following day of its purchase.
- (b) Failure to provide the type of fuel purchased.
- (c) Failure to provide fuel free of objectionable foreign material, suspended matter or similar substances likely to damage a fuel pump.
- (d) Failure to contact Department via phone when fuel is on site.
- (e) If, for any other reason, the Supplier breaches the Contract or fails to carry on the work in an acceptable manner.

Article 11. Indemnification: The Supplier agrees to indemnify and hold harmless the City and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by the Supplier or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to the City or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

Article 12. <u>Insurance</u>: The Supplier shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from the Supplier's operations under this Agreement, whether such operations be by the Supplier or by anyone directly or indirectly employed by the Supplier, or by anyone for whose acts any of them may be liable:

- (a) Workers compensation, Statutory Requirements
- (b) Employer's Liability Bodily Injury by Accident, \$100,000 each accident
- (c) Employer's Liability Bodily Injury by Disease, \$500,000 policy limit
- (d) Employer's Liability Bodily Injury by Disease, \$100,000 each employee
- (e) Commercial General Liability, \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- (f) Comprehensive Auto Liability, \$1,000,000 each accident

Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with the City prior to commencement of work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by the City. The City shall be named as an additional insured on the Commercial General Liability and Automobile Liability. The Supplier shall agree to a waiver of subrogation on its Worker's Compensation policy.

Article 13. <u>Conflict of Interest</u>: Supplier declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with this Agreement. The Supplier agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. <u>Waiver</u>: 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 15. 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 16. Assignment: Neither the Department nor the Supplier shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Supplier may assign its rights to payment without the Department'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 17. <u>Third Party Rights</u>: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and the Supplier.

Article 18. <u>Governing Law and Venue</u>: 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 Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination: Supplier 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 20. <u>Compliance with Laws</u>: In performing the Services under this Agreement, Supplier shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment.

Article 21. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Department of Public Works:

Mike Young
Department of Public Works
City of Bloomington
P. O. Box 100
Bloomington, IN 47402-0100

Supplier:

 MIKE RIGGIUS
 (Name)

 WHITE RIVER CO-OP
 (Company)

 610 CHURCH ST
 (Address)

 LOOGOOTEE, IL 47553
 (City, State, Zip)

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

Article 22. Intent to be Bound: The Department and the Supplier 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 23. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Supplier. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 24. Verification of Employees' Immigration Status: Supplier 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). Supplier shall sign an affidavit, attached as Attachment B, affirming that Supplier 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. Supplier and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Supplier or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Supplier or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Supplier or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Supplier or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Supplier or its subcontractor did not knowingly employ an unauthorized alien. If the Supplier or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new Supplier. If the City terminates the Agreement, the Supplier or its subcontractor is liable to the City for actual damages.

Supplier shall require any subcontractors performing work under this Agreement to certify to the Supplier 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. Supplier shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

Article 25. No Collusion: Supplier is required to certify that it has not, now has any other member, representative, or agent of Supplier, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit attached hereto as Attachment C, affirming that Supplier has not engaged in any collusive conduct. Attachment C is attached hereto and incorporated herein by reference as though fully set forth.

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

Legal Department Reviewed By: /

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

City of	Bloomington	<u>Supplier</u>
Ву:	By: Kyla Cox Deckard, President	Milo Liggina Signature
Ву:	WHITE RIVER Co-oP (Name of Supplier)	Adam Wason, Director
Ву:	Department of Public Works Will Please t	les .
	John Hamilton, Mayor CITY OF BLOOMINGTON	CITY OF BLOOMINGTON Controller

Controller

Exped by:

(ACCT: 802-13-23:

EXHIBIT D

STATE OF Andraion)

COUNTY OF Marlin

SS:

AFFIDAVIT REGARDING E-VERIFY

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

- 1. The undersigned is the temoseam Manager of Watte Biven Co-oP (job title) (company name)
- 2. The company named herein that employs the undersigned:
 - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
 - is a subcontractor on a contract to provide services to the City of Bloomington.
- 3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
- 4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Herein is emoned in and participates in the L	-verny program.
Mile Riggins Signature	
MTKE RIGGINS Printed name	
,	
STATE OF Malara) SS: COUNTY OF Marlin)	
COUNTY OF Marlin)	
Before me, a Notary Public in and for said Co	ounty and State, personally appeared nowledged the execution of the foregoing this <u>17だ</u> day of
October 10, 20/6.	Cynthia M Smith
	Notary Public M Smith
	Printed name
My Commission Expires: 10-24-20	
County of Residence: Martin	CYNTHIA M SMITH: Notary Public- Seal

State of Indiana
My Commission Expires Oct 24, 2020

EXHIBIT E

STATE OF Marian) SS:

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	<u>OCTOBER</u> , 20 <u>17</u> .	
	WHITE RIVER CO-OP	
	(Name of Organization)	
	By: MEKE REGGENS	
•	PETROLEUM MANAGER	
	(Name and Title of Person Signing)	
STATE OF <u>Andiaria</u>) COUNTY OF <u>Martin</u>) SS:	or Oct /	
Subscribed and sworn to before	ore me this <u>17</u> day of <u>Octob</u>	<u>u</u> , 20 <u>/6</u> .
My Commission Expires:	_	,
10-24-16	Notary Public Signature	nieh
Resident of Martin County	Cynthia M Sm Printed Name	ith
		CYNTHIA M SMITH Notary Public- Seal

My Commission Expires Oct 24, 2020



Board of Public Works Staff Report

Project/Event: Assessment of structural conditions all parking garages

Petitioner/Representative: Public Works

Staff Representative: Ryan Daily

Meeting Date: 10.17.17

Scope of Work:

- Assess structural condition of all parking garages and make recommendations of repair in order of priority
- Assess concrete on the roof of Morton and recommend concrete protective product
- Assess concrete on the roof of Walnut and 2nd floor and recommend concrete protective product
- Provide structural CAD drawing as needed
- Prepare cost comparison of repair or replacement of the 4th Street Garage Structure

We have selected CE Solutions, Inc as the service provider for this project for the amount of \$147,600.

CE Solutions was selected as the vendor for this project due to their experience with load bearing concrete structures. Long term we will be using CE solutions for assessment of all facilities for preventative maintenance.

Funding for this project will come from line 54510 – Other Capital Outlays

Recommend	_x_ApprovalDenial	by: Ryan Daily	
Board of Public Works			

Board of Public Works Staff Report

PROJECT NAME: Structural Engineering Services to Assess the Condition of City of Bloomington Parking Garages

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this	_ day of		, 2017, by and
between the City of Bloomington Departn	nent of Public	Works through	its Board of Public
Works (hereinafter referred to as "Board"),	and CE Solut	ions, Inc., (hereir	nafter referred to as
"Consultant"),			•

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts so that the City's parking garages continue to provide structurally sound and safe facilities for persons who utilize them.

WHEREAS, the Board requires the services of a professional consultant in order to **provide structural engineering services for this Project**, which shall be hereinafter referred to as "the Services", and the Board wishes to have the flexibility to assign additional tasks to the consultant at its discretion, and;

WHEREAS, the tasks currently identified include the following:

Provide comprehensive structural assessment of the three (3) City parking garages in the downtown. The assessments shall include all parking deck levels and stair towers. This study will assist in determining a scope, schedule and budget for repair and restoration of these parking garages.

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

WHEREAS, Consultant 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: Consultant shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant 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 Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Public Works Department officials designated by the Board as project coordinator(s).

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

Article 2. <u>Standard of Care</u>: In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

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 Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

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

B. Representative

The Board hereby designates Ryan Daily, Parking Garage Manager, Public Works Department ("Daily") to serve as the Board's representative for the project. Daily 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. <u>Compensation</u>: The Board shall pay Consultant 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:

One Hundred Forty-Seven Thousand, Six Hundred Dollars (\$147,600) – Not To Exceed Amount

This amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant'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 forty-five (45) 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:

Consultant 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. <u>Appropriation of Funds</u>: 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: Consultant 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 Consultant shall use reasonable professional efforts to see that the time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. <u>Termination:</u> 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.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant for all the Services performed up to the date that written notice is received, plus

reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

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

Article 8. <u>Identity of Consultant</u>: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

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

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

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant 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 Consultant.

Article 12. <u>Independent Contractor Status</u>: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 13. <u>Indemnification</u>: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, 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 Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 14. <u>Insurance</u>: During the performance of any and all Services under this Agreement, Consultant 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 limit of \$1,000,000 for each claim, 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.

Consultant 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 Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

Article 15. <u>Conflict of Interest</u>: Consultant 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 Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

- Article 16. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
- Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- Article 18. <u>Assignment</u>: Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
- Article 19. <u>Third Party Rights</u>: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.
- Article 20. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.
- Article 21. <u>Non-Discrimination</u>: Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.
- Article 22. <u>Compliance with Laws</u>: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.
- Article 23. <u>Notices</u>: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

Consultant:

City of Bloomington Public Works Department Attn: Ryan Daily 401 N. Morton Street, Suite 120 Bloomington, IN 47404 CE Solutions, Inc. Attn: Steven P. Osborn 10 Shoshone Drive Carmel, IN 46032

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

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

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

Article 26. Verification of New Employee' Employment Status: Consultant 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.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant 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.

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

Consultant shall require any subcontractors performing work under this Agreement to verify to the Consultant 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. Consultant shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the Commission. Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. 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 induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit affirming that Contractor has not engaged in any collusive conduct. Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

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

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

Owner		Consultant
City of Bloomington Board of Public Works		CE Solutions, Inc.
Ву:		
·	Kyla Cox Deckard President	Steven P. Osborn, PE, SE Principal / President
By:		
	Kelly M. Boatman Vice President	
By:		
,	Dana Palazzo Secretary	
By:		
•	Adam Wason, Director Public Works Department	
By:		
<i>-</i> J.	John Hamilton, Mayor	
CIT	Y OF BLOOMINGTON all Department	

EXHIBIT A – Scope of Services (In 3 Pages, Page 9A, 9B and 9C)



SCOPE OF BASIC SERVICES

Upon notice to proceed, CE Solutions will provide the following Basic Services:

<u>PHASE 1A</u> (MORTON STREET PARKING GARAGE TOP DECK WATERPROOFING)
STRUCTURAL CONDITION ASSESSMENT AND CONSTRUCTION DOCUMENT PREPARATION

Design services will result in a set of contract documents (drawings and specifications) that will be used to effectively repair and waterproof the top parking deck of the Morton Street Parking Garage. Submittal sets will include: Design Development (DD), and Construction (Bid) Documents

- Perform a detailed field assessment to observe and document the structural condition of the existing Morton Street Parking Garage – top level parking deck only. This includes:
 - Locating deterioration and delamination through visual examination, chain dragging, and hammer sounding tests. No destructive investigation (invasive concrete excavation), instrumentation, monitoring, testing, or evaluation of the original structural design will be performed.
 - CE Solutions' structural assessment will be based solely on visual observations, hammer soundings and chain dragging. If necessary, additional testing will be recommended to determine the existing deterioration and needed repairs.
 - Cataloging of deterioration utilizing a photo log to document findings
- Participate in one owner review meeting in Bloomington, Indiana following submission of Design Development (DD) documents.
- Review original / record construction documents (drawings and specifications), shop drawings and other pertinent construction records for the existing parking structure if they become available.
- Retain the services of ATC to perform the following testing within the Morton Street and Walnut Street parking garages. All concrete testing within these parking garages will be completed as part of this phase, and the testing results will be used to inform work for this phase and later phases.
 - Pachometer rebar locating on garage parking decks to determine approximate size, depth and spacing of the reinforcing steel and post-tension tendons
 - Petrographic analysis to review chemistry of concrete mix used for parking deck in order to better understand extent of durability design measures taken during the original construction of the garages
 - o Chloride ion tests to determine extend to chloride contamination that has occurred since original construction of the garages
 - See attached proposal from ATC.
- Prepare an opinion of probable construction cost at each design phase.
- Preparation of detailed structural drawings including plans, repair schedules, details and technical notes in AutoCAD. Electronic drawing files will be provided in .PDF format.
- Edit detailed structural technical specification sections based on MASTER SPEC and CSI's MASTER FORMAT for structural repairs and waterproofing.



<u>PHASE 1B</u> (4TH STREET PARKING GARAGE CONDITION ASSESSMENT) STRUCTURAL CONDITION ASSESSMENT AND REPORT

- Perform a detailed field assessment to observe and document the structural condition of the existing 4th St. parking garage including all parking levels and stair towers. This includes:
 - Locating deterioration and delamination through visual examination, chain dragging, and hammer sounding tests. No destructive investigation (invasive concrete excavation), instrumentation, monitoring, testing, or evaluation of the original structural design will be performed.
 - CE Solutions' structural assessment will be based solely on visual observations, hammer soundings and chain dragging. If necessary, additional testing will be recommended to determine the existing deterioration and needed repairs.
 - o Cataloging of deterioration utilizing a photo log to document findings
 - o Field verifying, as necessary, dimensions from existing Contract Documents.
- Participate in one owner review meeting in Bloomington, Indiana following submission of 75%
 Draft Study.
- Review original / record construction documents (drawings and specifications), shop drawings and other pertinent construction records for the existing parking structure.
- Prepare a detailed report with a description of the existing conditions, observations, analysis
 results and recommendations including representative sketches and details for any structural
 repairs and waterproofing measures that may be required.
- Prepare an opinion of probable structural construction cost for waterproofing, recommended repairs, augmentation or strengthening of structural deficiencies observed during our visual structural condition assessment.
- Retain Applied Engineering Services for Plumbing (Drainage) Study.
 - See attached proposal.
- Generate CAD drawings of 4th Street parking garage general layout and select typical sections and submit digital copy to parking garage manager as requested.

<u>PHASE 2</u> (WALNUT STREET PARKING GARAGE 2nd LEVEL DECK AND TOP DECK WATERPROOFING) STRUCTURAL CONDITION ASSESSMENT AND REPORT

- Perform a detailed field assessment to observe and document the structural condition of the existing Walnut Street Parking Garage — 2nd and top level parking decks only. This includes:
 - Locating deterioration and delamination through visual examination, chain dragging, and hammer sounding tests. No destructive investigation (invasive concrete excavation), instrumentation, monitoring, testing, or evaluation of the original structural design will be performed.
 - CE Solutions' structural assessment will be based solely on visual observations, hammer soundings and chain dragging. If necessary, additional testing will be recommended to determine the existing deterioration and needed repairs.
 - Cataloging of deterioration utilizing a photo log to document findings



- Participate in one owner review meeting in Bloomington, Indiana following submission of 75%
 Draft Study.
- Review original / record construction documents (drawings and specifications), shop drawings and other pertinent construction records for the existing parking structure if they become available.
- Prepare a detailed report with a description of the existing conditions, observations, analysis
 results and recommendations including representative sketches and details for any structural
 repairs and waterproofing measures that may be required.
- Prepare an opinion of probable structural construction cost for waterproofing and recommended repairs of structural deficiencies observed during our visual structural condition assessment

<u>PHASE 3 (MORTON STREET AND WALNUT STREET PARKING GARAGES CONDITION ASSESSMENT)</u> STRUCTURAL CONDITION ASSESSMENT AND REPORT

- Perform a detailed field assessment to observe and document the structural condition of the existing Morton Street and Walnut Street parking garages including all parking levels and stair towers. This includes:
 - Locating deterioration and delamination through visual examination, chain dragging, and hammer sounding tests. No destructive investigation (invasive concrete excavation), instrumentation, monitoring, testing, or evaluation of the original structural design will be performed.
 - CE Solutions' structural assessment will be based solely on visual observations, hammer soundings and chain dragging. If necessary, additional testing will be recommended to determine the existing deterioration and needed repairs.
 - Cataloging of deterioration utilizing a photo log to document findings
- Participate in one owner review meeting in Bloomington, Indiana following submission of 75%
 Draft Study.
- Review original / record construction documents (drawings and specifications), shop drawings and other pertinent construction records for the existing parking structure if they become available.
- Prepare a detailed report with a description of the existing conditions, observations, analysis
 results and recommendations including representative sketches and details for any structural
 repairs and waterproofing measures that may be required.
- Prepare an opinion of probable structural construction cost for waterproofing and recommended repairs of structural deficiencies observed during our visual structural condition assessment
- Generate CAD drawings of Walnut and Morton Street parking garage general layouts and select typical sections and submit digital copies to parking garage manager as requested.

EXHIBIT B -- Compensation (In 2 Pages, 10A and 10B)

The total compensation paid including fees and expenses shall not exceed the amount of One Hundred Forty-Seven Thousand, Six Hundred Dollars (\$147,600) – Not To Exceed Amount. A detailed description of 2017 Consultant's Fee Schedule is also provided.

FEE

 CE Solutions and our subconsultant's intend to provide the above professional services on a firm fixed fee basis as follows:

PHASE 1A (MORTON STREET PARKING GARAGE TOP DECK WATERPROO	FING)
Concrete testing (see ATC proposal attached)	\$7,450
Field Work	\$4,850
Structural Design & Construction Document Preparation	\$8,700
PHASE 1A SUBTOTAL	\$21,000
PHASE 1B (4 TH STREET PARKING GARAGE CONDITION ASSESSMENT)	
Drainage review (see Applied Engineering proposal attached)	\$8,500
Field Work + CAD drawing generation	\$31,300
75% Draft Report	\$10,300
Final Study Report	\$2 <u>,600</u>
PHASE 1B SUBTOTAL	\$52,700
PHASE 2 (WALNUT STREET PARKING GARAGE 2 nd LEVEL DECK AND TOP I	DECK WATERPROOFING)
Field Work	\$4,100
75% Draft Report	· \$5,800
Final Study Report	\$1,400 [′]
PHASE 2 SUBTOTAL	\$11,300
PHASE 3 (MORTON STREET AND WALNUT STREET PARKING GARAGES CO	ONDITION ASSESSMENT)
Field Work + CAD drawing generation	\$47,300
75% Draft Report	\$12,300
Final Study Report	\$3,000
PHASE 3 SUBTOTAL	\$62,600
TOTAL	\$147,600

Fees for phases 1B, 2, and 3 are for the study and report only; design fees for the implementation of the report into a capital project will be provided upon receipt of the RFP for the next phase of the work.

Reimbursable expenses are identified on the attached CE Solutions Fee Schedule and are in included in our fee.

The above fees are based upon the construction schedule described in Exhibit C. Should the project be delayed, our fees are subject to modification based upon actual market fluctuations.



2017 FEE SCHEDULE

PROFESSIONAL HOURLY RATES are based on the following classifications:

	Principal I / II	\$185 / \$217 / hour ¹
	Senior Project Manager I / II / III	\$135 / \$168 / \$185
	Senior Project Engineer	\$195
	Project Manager	\$115
-	Project Engineer	\$106
	Staff Engineer	\$95
	BIM Specialist / Designer	\$99
	CAD / BIM Technician / Drafter	\$77
Barren Constitution of the	CAD / Technical Project Assistant	\$59
STATE OF THE PARTY	Senior Administrative / Project Assistant	\$140
APPLICATION OF THE PERSON.	Administrative / Project Assistant	\$89
CONTRACTOR OF THE PARTY AND THE	Clerical	\$77

Above rates include in-town travel, parking, and in-house reproduction expenses, overhead and profit. CE Solutions standard CAD drawing plot is black & white on translucent bond. Reimbursable expenses for special CAD drawing requests are noted below.

REIMBURSABLE EXPENSES:

Out-of-town transportation and subsistence	@ cost + 10%	
Out-of-house reproduction, special CAD drawing requests	@ cost + 10%	
Photograph processing and printing	@ cost + 10%	
Shipping/courier	@ cost + 10%	
Equipment and instrument rental	@ cost + 10%	
Filing fees for permits, variances, plan reviews, etc.	@ cost + 10%	
Sub-consultant services	@ cost + 10%	
Electronic File Exchange for sub-contractors	PDF CAD DWG BIM RVT	\$50 each \$250 each \$1,000 each

CE Solutions, Inc. 10 Shoshone Drive Carmel, IN 46032

Effective 1/1/2017

CE Solutions 2017 Fee Schedule.doc

¹Depositions, court testimony, arbitration or mediation hearings, meetings with legal counsel, and associated preparation: \$270/hour.

EXHIBIT C – SCHEDULE

Consultant shall complete the Project within the Schedule set forth below. Consultant will start active and continuous work on the Project upon issuance of the written Notice to Proceed. Any changes to the Schedule will be agreed to by both the City and the Consultant.

SCHEDULE

PHASE 1A (MORTON STREET PARKING GARAGE TOP DECK WATERPROOFING)

Project Start	October 19, 2017
Design Development Submission	November 10, 2017
Construction Documents Submission	November 20, 2017
Bid Opening	December 6, 2017
Anticipated Contractor Award	December 12, 2017

PHASE 1B (4TH STREET PARKING GARAGE CONDITION ASSESSMENT)

Study Start	March 5, 2018
Draft Study Submission – 75% completion	May 25, 2018
Final Study Submission	June 29, 2018

PHASE 2 (WALNUT STREET PARKING GARAGE 2nd LEVEL DECK AND TOP DECK WATERPROOFING)

Study Start	May 7, 2018
Draft Study Submission - 75% completion	May 28, 2018
Final Study Submission	June 8, 2018

PHASE 3 (MORTON STREET AND WALNUT STREET PARKING GARAGES CONDITION ASSESSMENT)

Study Start	May 7, 2018
Draft Study Submission – 75% completion	August 6, 2018
Final Study Submission	September 3, 2018

EXHIBIT D – Key Personnel

Steven P. Osborn, PE, SE

Principal / President

Carrie L. Walden, PE

Project Manager

EXHIBIT E

STATE OF INDIANA)		•
COUNTY OF HAMILTON) SS:)		
	AFFIDAVIT	REGARDIN	G E-VERIFY
The undersigned, be	ing duly swom, b	ereby affirms	and says that:
I. The undersigned is the	President	of	CE Solutions, Inc.
	(job title)		(company name)
services; OR	ted with or is seek	ing to contract	t with the City of Bloomington to provide
is a subcont Bloomingto		et to provide s	ervices to the City of
3. The undersigned hereby s herein does not knowingly e 1324a(h)(3).	tates that, to the b mploy an "unauth	est of his/her l torized alien,"	knowledge and belief, the company named as defined at 8 United States Code
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.			
Steven f. Albert	<u> </u>		
Signature			
Steven P. Osbor	n		
Printed name STATE OF INDIANA)) SS:	Notar Sta Han	M. GREENBERG ty Public - Seal ste of Indiana militon County on Expires Dec 28, 2021
COUNTY OF HAMILTON			
P. OSBORN	Public in and for and acknow, 2017.	said County a owledged the e	and State, personally appeared sevention of the foregoing this 5+12 day
My Commission Expires:	12.28.2021	_ No	WWW. Green Nevs tary Public Signature
County of Residence:	MILTON	_ <u>S</u>	ARAH M. GREENBERG

EXHIBIT F

STATE OF INDIANA)		
COUNTY OF HAMILTON)		
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 5 day of October, 2017.		
CE Solutions, Inc.		
(Name of Organization)		
By: Fling aldem		
Steven P. Osborn, President		
(Name and Title of Person Signing)		
STATE OF INDIANA STATE OF INDIANA State of Indiana Hamilton County My Commission Expires Dec 28, 2021		
Before me, a Notary Public in and for said County and State, personally appeared		
My Commission Expires: 12.28.2021 Notary Public Signature		
County of Residence: FORTILTON SATEMINE. GREENBERG Printed Name		



August 10, 2017

Ryan Daily
City of Bloomington – Parking Garage Manager
300 N. Morton St.
Bloomington, Indiana, 47404

Re: Professional Services and Fee Proposal
Structural Engineering Services
City of Bloomington Parking Garages Condition Assessment
Bloomington, Indiana

CE Solutions Pre-contract No: 07717.COBL

Dear Ryan:

CE Solutions, Inc. respectfully submits the following Professional Services and Fee Proposal for structural engineering services on the captioned project.

Our proposal is based on the following information:

- Request for Proposal prepared by Ryan Daily dated July 7, 2017.
- Preliminary walk-through of garages completed by Steve Osborn and Nathan Boltz on July 26, 2017.
- Email and phone correspondence between Ryan Daily and Nathan Boltz.
- The purpose of this study is to provide a comprehensive structural assessment of three parking garages in downtown Bloomington, Indiana. These assessments will include all parking deck levels and stair towers. This study will effectively assist in determining a scope, schedule and budget for repair and restoration of these parking garages.
 - Assessments will be completed for the following three parking garages: 4th St. Parking Garage, Walnut St. Parking Garage, and Morton St. Parking Garage.
 - Assessments will include consideration of parking deck waterproofing for the top level of the Morton St. Parking Garage, and the 2nd and top level of the Walnut St. Parking Garage.
- Garage assessments and reports will be completed in multiple phases as shown in the following section.
- Existing drawings (full size original hard copies) are available for the 4th St. Parking Garage.
- Existing drawings are not available for the Morton St. Parking Garage and Walnut St. Parking Garage.
- Parking Garages can be partially closed during assessments.



SCOPE OF BASIC SERVICES

Upon notice to proceed, CE Solutions will provide the following Basic Services:

<u>PHASE 1A</u> (MORTON STREET PARKING GARAGE TOP DECK WATERPROOFING)
STRUCTURAL CONDITION ASSESSMENT AND CONSTRUCTION DOCUMENT PREPARATION

Design services will result in a set of contract documents (drawings and specifications) that will be used to effectively repair and waterproof the top parking deck of the Morton Street Parking Garage. Submittal sets will include: Design Development (DD), and Construction (Bid) Documents

- Perform a detailed field assessment to observe and document the structural condition of the existing Morton Street Parking Garage top level parking deck only. This includes:
 - Locating deterioration and delamination through visual examination, chain dragging, and hammer sounding tests. No destructive investigation (invasive concrete excavation), instrumentation, monitoring, testing, or evaluation of the original structural design will be performed.
 - CE Solutions' structural assessment will be based solely on visual observations, hammer soundings and chain dragging. If necessary, additional testing will be recommended to determine the existing deterioration and needed repairs.
 - o Cataloging of deterioration utilizing a photo log to document findings
- Participate in one owner review meeting in Bloomington, Indiana following submission of Design Development (DD) documents.
- Review original / record construction documents (drawings and specifications), shop drawings and other pertinent construction records for the existing parking structure if they become available.
- Retain the services of ATC to perform the following testing within the Morton Street and
 Walnut Street parking garages. All concrete testing within these parking garages will be
 completed as part of this phase, and the testing results will be used to inform work for this
 phase and later phases.
 - Pachometer rebar locating on garage parking decks to determine approximate size, depth and spacing of the reinforcing steel and post-tension tendons
 - Petrographic analysis to review chemistry of concrete mix used for parking deck in order to better understand extent of durability design measures taken during the original construction of the garages
 - Chloride ion tests to determine extend to chloride contamination that has occurred since original construction of the garages
 - See attached proposal from ATC.
- Prepare an opinion of probable construction cost at each design phase.
- Preparation of detailed structural drawings including plans, repair schedules, details and technical notes in AutoCAD. Electronic drawing files will be provided in .PDF format.
- Edit detailed structural technical specification sections based on MASTER SPEC and CSI's MASTER FORMAT for structural repairs and waterproofing.



<u>PHASE 1B</u> (4TH STREET PARKING GARAGE CONDITION ASSESSMENT) STRUCTURAL CONDITION ASSESSMENT AND REPORT

- Perform a detailed field assessment to observe and document the structural condition of the existing 4th St. parking garage including all parking levels and stair towers. This includes:
 - Locating deterioration and delamination through visual examination, chain dragging, and hammer sounding tests. No destructive investigation (invasive concrete excavation), instrumentation, monitoring, testing, or evaluation of the original structural design will be performed.
 - CE Solutions' structural assessment will be based solely on visual observations, hammer soundings and chain dragging. If necessary, additional testing will be recommended to determine the existing deterioration and needed repairs.
 - Cataloging of deterioration utilizing a photo log to document findings
 - o Field verifying, as necessary, dimensions from existing Contract Documents.
- Participate in one owner review meeting in Bloomington, Indiana following submission of 75%
 Draft Study.
- Review original / record construction documents (drawings and specifications), shop drawings and other pertinent construction records for the existing parking structure.
- Prepare a detailed report with a description of the existing conditions, observations, analysis
 results and recommendations including representative sketches and details for any structural
 repairs and waterproofing measures that may be required.
- Prepare an opinion of probable structural construction cost for waterproofing, recommended repairs, augmentation or strengthening of structural deficiencies observed during our visual structural condition assessment.
- Retain Applied Engineering Services for Plumbing (Drainage) Study.
 - See attached proposal.
- Generate CAD drawings of 4th Street parking garage general layout and select typical sections and submit digital copy to parking garage manager as requested.

<u>PHASE 2</u> (WALNUT STREET PARKING GARAGE 2nd LEVEL DECK AND TOP DECK WATERPROOFING) STRUCTURAL CONDITION ASSESSMENT AND REPORT

- Perform a detailed field assessment to observe and document the structural condition of the existing Walnut Street Parking Garage 2nd and top level parking decks only. This includes:
 - Locating deterioration and delamination through visual examination, chain dragging, and hammer sounding tests. No destructive investigation (invasive concrete excavation), instrumentation, monitoring, testing, or evaluation of the original structural design will be performed.
 - CE Solutions' structural assessment will be based solely on visual observations, hammer soundings and chain dragging. If necessary, additional testing will be recommended to determine the existing deterioration and needed repairs.
 - Cataloging of deterioration utilizing a photo log to document findings



- Participate in one owner review meeting in Bloomington, Indiana following submission of 75%
 Draft Study.
- Review original / record construction documents (drawings and specifications), shop drawings and other pertinent construction records for the existing parking structure if they become available.
- Prepare a detailed report with a description of the existing conditions, observations, analysis
 results and recommendations including representative sketches and details for any structural
 repairs and waterproofing measures that may be required.
- Prepare an opinion of probable structural construction cost for waterproofing and recommended repairs of structural deficiencies observed during our visual structural condition assessment

<u>PHASE 3 (</u>MORTON STREET AND WALNUT STREET PARKING GARAGES CONDITION ASSESSMENT) STRUCTURAL CONDITION ASSESSMENT AND REPORT

- Perform a detailed field assessment to observe and document the structural condition of the existing Morton Street and Walnut Street parking garages including all parking levels and stair towers. This includes:
 - Locating deterioration and delamination through visual examination, chain dragging, and hammer sounding tests. No destructive investigation (invasive concrete excavation), instrumentation, monitoring, testing, or evaluation of the original structural design will be performed.
 - CE Solutions' structural assessment will be based solely on visual observations, hammer soundings and chain dragging. If necessary, additional testing will be recommended to determine the existing deterioration and needed repairs.
 - Cataloging of deterioration utilizing a photo log to document findings
- Participate in one owner review meeting in Bloomington, Indiana following submission of 75%
 Draft Study.
- Review original / record construction documents (drawings and specifications), shop drawings and other pertinent construction records for the existing parking structure if they become available.
- Prepare a detailed report with a description of the existing conditions, observations, analysis
 results and recommendations including representative sketches and details for any structural
 repairs and waterproofing measures that may be required.
- Prepare an opinion of probable structural construction cost for waterproofing and recommended repairs of structural deficiencies observed during our visual structural condition assessment
- Generate CAD drawings of Walnut and Morton Street parking garage general layouts and select typical sections and submit digital copies to parking garage manager as requested.



SCHEDULE

CE Solutions' workload is such that we can meet the proposed project schedule below:

PHASE 1A (MORTON STREET PARKING GARAGE TOP DECK WATERPROOFING)

Project Start	September 18, 2017
Design Development Submission	October 16, 2017
Construction Documents Submission	October 30, 2017

PHASE 1B (4TH STREET PARKING GARAGE CONDITION ASSESSMENT)

Study Start	October 02, 2017
Draft Study Submission – 75% completion	December 22, 2017
Final Study Submission	January 29, 2018

PHASE 2 (WALNUT STREET PARKING GARAGE 2nd LEVEL DECK AND TOP DECK WATERPROOFING)

Study Start	May 07, 2018
Draft Study Submission – 75% completion	May 28, 2018
Final Study Submission	June 8, 2018

PHASE 3 (MORTON STREET AND WALNUT STREET PARKING GARAGES CONDITION ASSESSMENT)

Study Start May 07, 2018
Draft Study Submission – 75% completion August 06, 2018
Final Study Submission September 03, 2018

FEE

• CE Solutions and our subconsultants intend to provide the above professional services on a firm fixed fee basis as follows:

PHASE 1A (MORTON STREET PARKING GARAGE TOP DECK WATERPROOFING)

Concrete testing (see ATC proposal attached)	\$7 <i>,</i> 450
Field Work	\$4,850
Structural Design & Construction Document Preparation	\$8,700
PHASE 1A SUBTOTAL	\$21,000

PHASE 1B (4TH STREET PARKING GARAGE CONDITION ASSESSMENT)

Drainage review (see Applied Engineering proposal attached)	\$8,500
Field Work + CAD drawing generation	\$31,300
75% Draft Report	\$10,300
Final Study Report	\$2,600
PHASE 1R SURTOTAL	\$52,700

PHASE 2 (WALNUT STREET PARKING GARAGE 2nd LEVEL DECK AND TOP DECK WATERPROOFING)

Field Work	\$4,100
75% Draft Report	\$5,800
Final Study Report	\$1,40 <u>0</u>
PHASE 2 SUBTOTAL	\$11,300



PHASE 3 (MORTON STREET AND WALNUT STREET PARKING GARAGES CONDITION ASSESSMENT)
--

Field Work + CAD drawing generation	\$47,300
75% Draft Report	\$12,300
Final Study Report	\$3,000
PHASE 3 SUBTOTAL	\$62,600

TOTAL \$147,600

Fees for phases 1B, 2, and 3 are for the study and report only; design fees for the implementation of the report into a capital project will be provided upon receipt of the RFP for the next phase of the work.

Reimbursable expenses are identified on the attached CE Solutions Fee Schedule and are in included in our fee.

The above fees are based upon the aforementioned construction schedule. Should the project be delayed, our fees are subject to modification based upon actual market fluctuations.

ADDITIONAL SERVICES

The following additional services are not included in our fee, but will be provided upon request in accordance with the attached CE Solutions fee schedule and an agreed upon fee:

- Special project insurance requirements and associated premiums in excess of that currently maintained by CE Solutions.
- Preparation of Divisions 0 & 1 (Front End) of the Project Manual (Specifications).
- Significant post-report clarification, response to questions, etc.
- Meetings beyond that described in the Scope of Basic Services.
- Destructive investigation (excavation) or testing of parking garages or additional structures to uncover suspected hidden structural deficiencies beyond that described in the Scope of Basic Services.
- Structural analysis of the existing parking garages or the evaluation of their original structural design.
- Parking garage functional design and construction document preparation. Functional design
 considerations include: pedestrian / vehicular traffic integration and circulation, entry / exit
 coordination, pedestrian / vehicular way-finding signage / pavement markings, parking space
 layout and striping, parking bumpers / guard rails / barrier cable, pedestrian hand railing, etc.
- Special seismic upgrades and/or detailing.



- Structural Design and Construction Document preparation for recommended repairs, augmentation or strengthening of any structural deficiencies in the existing parking garages for phases 1B, 2 and 3.
 - Detailed plans showing locations of deterioration.
- State Application for Construction Design Release filing fee and submission of necessary documents to the local and State building authorities.
- Bidding Phase services.
- Construction Administration services.

EXCLUSIONS

The following services are not currently offered by CE Solutions and are excluded from the Scope of Basic and Additional Services:

- Engineering services related to construction means and methods (erection sequencing, temporary bracing, job site safety, etc.).
- Determination of the fire rating required for the structural systems and components.
- Structural instrumentation or monitoring.
- Traffic impact studies.
- ADA compliance services.

As a results-oriented professional organization, CE Solutions places a strong emphasis on excellence, quality, and attention to detail. Thank you for considering CE Solutions for your structural engineering needs. We look forward to working with you on this exciting and important project. Should you have any questions concerning our proposal, please do not hesitate to contact the undersigned.

Very truly yours,

Steven P. Osborn, PE, SE

Principal / President

Attachments

Nathan D. Boltz, El Project Manager

Nothan D. Boltz





PROPOSAL ACCEPTANCE

Description of Professional Services:

Services as outlined in the foregoing Professional Services and Fee Proposal.

Project Name:

City of Bloomington Parking Garages Condition Assessment Bloomington, Indiana

CE Solutions Pre-contract No: 07717.COBL

The following signatures indicate acceptance of the foregoing Professional Services and Fee Proposal. Please execute two copies and return one (1) original fully executed copy of this page to our office. Retain the other copy for your records.

Thank you.

CE Solutions, Inc.

DATE: August 10, 2017

Steven P. Osborn, PE, SE Principal / President

CLIENT

BY:

Printed Name:_____

Title:

DATE: _____



2017 FEE SCHEDULE

PROFESSIONAL HOURLY RATES are based on the following classifications:

Principal I / II	\$185 / \$217 / hour ¹
Senior Project Manager I / II / III	\$135 / \$168 / \$185
Senior Project Engineer	\$195
Project Manager	\$115
Project Engineer	\$106
Staff Engineer	\$95
BIM Specialist / Designer	\$99
CAD / BIM Technician / Drafter	\$77
CAD / Technical Project Assistant	\$59
Senior Administrative / Project Assistant	\$140
Administrative / Project Assistant	\$89
Clerical	\$77

Above rates include in-town travel, parking, and in-house reproduction expenses, overhead and profit. CE Solutions standard CAD drawing plot is black & white on translucent bond. Reimbursable expenses for special CAD drawing requests are noted below.

REIMBURSABLE EXPENSES:

Out-of-town transportation and subsistence	@ cost + 10%	
Out-of-house reproduction, special CAD drawing requests	@ cost + 10%	
Photograph processing and printing	@ cost + 10%	
Shipping/courier	@ cost + 10%	
Equipment and instrument rental	@ cost + 10%	
Filing fees for permits, variances, plan reviews, etc.	@ cost + 10%	
Sub-consultant services	@ cost + 10%	
Electronic File Exchange for sub-contractors	PDF CAD DWG BIM RVT	\$50 each \$250 each \$1,000 each

¹Depositions, court testimony, arbitration or mediation hearings, meetings with legal counsel, and associated preparation: \$270/hour.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

001/504050				
Carmel IN	46032	INSURER F:		
		INSURER E:		
10 Shoshone Drive		INSURER D:		
CE Solutions, Inc.		INSURER C:		
INSURED		INSURER B Liberty International Und	erwriters	23043
Indianapolis IN	1 46219	INSURER A RLI Insurance Co.		
		INSURER(S) AFFORDING COVERAGE		NAIC #
7364 E. Washington Street	7364 E. Washington Street E-MAIL ADDRESS: jessica@walkeragency.com			
Walker & Associates		PHONE (A/C, No, Ext): (317)353-8000 FAX (A/C, No): (317)351-7149		
PRODUCER		CONTACT NAME: Jessica Crews		

COVERAGES CERTIFICATE NUMBER:CL1722709294

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	5	
A	х	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED	\$ 1,000, \$ 1,000,	
^		CEANING-MADE A GOODIN		PSB0002876	3/1/2017	3/1/2018	- Hamile (Ed decarroned)	•	,000
							PERSONAL & ADV INJURY	\$ 1,000,	,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,	,000
		POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,	,000
		OTHER:						\$	
	AUT	OMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,	,000
A	х	ANY AUTO					BODILY INJURY (Per person)	\$	
^		ALL OWNED SCHEDULED AUTOS AUTOS		PSA0001701	3/1/2017	3/1/2018	BODILY INJURY (Per accident)	\$	
		HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
		,,6166						\$	
	х	UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$ 5,000,	,000
A		EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 5,000,	,000
		DED RETENTION\$		PSE0001917*	3/1/2017	3/1/2018		\$	
		RKERS COMPENSATION EMPLOYERS' LIABILITY Y/N					X PER OTH- STATUTE ER		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE T/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,	,000
A	(Man	idatory in NH)	,	PSW0002451	3/1/2017	3/1/2018	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,	,000
		s, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,	,000
В	Pro	ofessional Liability		AEXNYABFRN1001	3/1/2017	3/1/2018	Per Claim Limit	\$2,000,	,000
	(c:	laims-made form)					Aggregate Limit	\$2,000,	,000
-									

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability, Automobile and Umbrella coverage shown above provides for additional insured when agreed by contract or agreement. General Liability, Automobile and Umbrella coverage is provided on a primary, non-contributory basis. General Liability, Automobile and Workers Compensation includes blanket waiver of subrogation. General liability does not exclude explosion, collapse or underground exposures. General Liability includes Contractual Liability per the terms of the policy. 30 days notice of cancelation, except for non-payment, shall be provided to the certificate holder.

* Umbrella liability does NOT extend over professional liability.

CERTIFICATE HOLDER	CANCELLATION
FOR INFORMATION ONLY **FOR INFORMATION ONLY** **FOR INFORMATION ONLY**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
FOR INFORMATION ONLY	AUTHORIZED REPRESENTATIVE
FOR INFORMATION ONLY	Jessica Crews/JDC Jessica Crews

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August 7, 2017

Mr. Steve Osborn, PE, SE, FSMPS, CPSM Principal/President CE Solutions, Inc. 10 Shoshone Drive Carmel, Indiana 46032 ATC Group Services LLC

7988 Centerpoint Dr. Suite 100 Indianapolis, IN 46256

Phone +1 317 849 4990 Fax +1 317 849 4278

www.atcgroupservices.com

Re: Petrographic Analysis and Chloride Ion Testing

City of Bloomington Parking Garage Assessments Bloomington, Indiana ATC Proposal No. CMT-17-1101 – Revision 1

Dear Mr. Osborn:

ATC Group Services, LLC (ATC) is pleased to submit this proposal for providing chloride content testing and petrographic analysis of concrete located in two parking garages in the City of Bloomington. ATC has been dedicated to providing superior construction materials testing services throughout the state of Indiana for over 58 years.

Special Inspection Scope of Services

We understand that our scope of services for this project will include the sampling and testing of concrete from the Walnut St. Garage and the Morton St. Garage located within the City of Bloomington. A total of four sample locations will be selected in each garage, in accordance with the project instructions, for chloride ion content testing. Each test location will be sampled in one inch intervals, to a depth of -5.0" below the top of slab elevation, resulting in a total of twenty samples per parking garage for chloride ion testing. In addition, one drilled core sample will be collected from a location on the top deck of each garage, as indicated in the project instructions. These two core samples will be shipped to a specialty sub-contractor for petrographic analysis. Each sample and core location will be scanned with a pachometer prior to sample collection to ensure that no imbedded reinforcing steel or post-tension members are damaged during the collection of the concrete samples or cores.

Personnel

ATC will provide a Special Services Engineering Technician to perform the required pachometer inspection for the above mentioned locations. Ray Goldman, CWI (CWI# 02120091) will be assigned to this project for the duration of the pachometer inspection. Mr. Goldman has over 25 years of experience in the non-destructive testing and inspection of structural concrete and post-tensioned elements in addition to being a licensed Certified Welding Inspector, NDT Level II. Mr. Goldman and an assisting technician will collect all of the required samples and will patch all of the sample locations prior to leaving the test locations.

Estimated Cost

We estimate that it will require two days to complete the required sample collection for the two garages identified within this proposal. Our Special Services Engineering Technicians will be billed out at the rate of \$50.00 per hour in accordance with the enclosed fee schedule. Mileage will be charged on a portal to portal basis at the rate of \$0.60 per mile. Based upon the estimated field inspection requirements, level of services required and the attached fee schedule, we propose a not to exceed (NTE) budget for this project of \$6,500.00. The standard turnaround time for the petrographic analysis of the core samples is estimated at three to four weeks. This turnaround time can be expedited to five business days for an additional fee of \$950.00 per core sample.

We appreciate the opportunity to offer our services to you on this project and look forward to working with you. If you have any questions or need any further information, please feel free to contact us.

Sincerely,

ATC Group Services LLC

Jeremy S. Clem

CMT Department Manager

Attachments



CONSTRUCTION MATERIALS TESTING AND EVALUATIONCity of Bloomington Parking Garage Assessments - C.E. Solutions

CMT-17-1101

PROFESSIONAL SERVICES	ι	Jnit Cost	Unit
Administrative	\$	28.00	Hour
Senior Engineering Technician	\$	40.00	Hour
Special Services Engineering Technician	\$	50.00	Hour
NDT Technician / Certified Welding Inspector	\$	80.00	Hour
Project Manager	\$	75.00	Hour
Project Engineer/P.E.	\$	85.00	Hour
LABORATORY EQUIPMENT & TESTING FEES	Į	Jnit Cost	Unit
Soils			
Nuclear Density Machine	\$	50.00	Day
Standard Proctor (ASTM D-698)	\$	120.00	Each
Modified Proctor (ASTM D-1557)	\$	125.00	Each
Sieve Analysis (ASTM D-422)	\$	85.00	Each
Atterberg Limits (ASTM D-4318)	\$	55.00	Each
Topsoil Analysis	\$	100.00	Each
Concrete			
Chloride Ion Content Testing	\$	30.00	Each
Petorgraphic Analysis	\$	1,040.00	Each
Asphalt			
Extraction/Gradation Test	\$	95.00	Each
Coring Machine Rental	\$	65.00	Daily
Generator Rental	\$	65.00	Daily
Diamond Bit Wear	\$	3.00	Inch
Asphalt Core Density	\$	35.00	Each
Marshall Density	\$	100.00	Each Pt.
Structural Steel			
UT, Mag Particle, or Dye Penetrant Equipment	\$	75.00	Day
Masonry & Miscellaneous			
Block Compressive Strength	\$	35.00	Each
Absorption & Moisture Content	\$	25.00	Each
Unit Weight of Block	\$	25.00	Each
Compressive Strength of Mortar\Grout	\$	12.00	Each
Compressive Strength of Masonry Prism	\$	115.00	Each
Fireproofing Density Test (ASTM E-605)	\$	25.00	Each
TRAVEL FEES	Ū	Jnit Cost	Unit
Mileage	\$	0.60	Mile

⁻ Prices are valid for twelve months from date of this document.

⁻ Minimum technician charge of four (4) hours per day-excludes sample/cylinder pick up

⁻ Minimum of 24 hour notice is required for scheduling field services.

⁻ Overtime rates of 1.5 times the regular rates apply for time over 8 hours per day, and all time on weekends and Holidays.

⁻ Special services enginering technician includes, but not limited to, pavement coring operations, etc.

^{* 20,000} sq.ft maximum floor area per unit cost, includes equipment, travel time, mileage, and report



PROPOSAL ACCEPTANCE FORM

This Agreement is made by acceptance below of the Contract Document dated August 7, 2017 by and between CE Solutions, Inc. of Carmel, Indiana and ATC Group Services, LLC. d/b/a ATC of Indianapolis, Indiana.

Client and ATC agree as follows:

- CONTRACT DOCUMENT Referred to as the "Contract Document" or "Agreement."
 Defined as: PROPOSAL ACCEPTANCE FORM, the CLIENT SERVICE AGREEMENT, and
 any proposals that includes a scope of services, fee schedules and other documents listed
 below under PROFESSIONAL SERVICES.
- 2. PROFESSIONAL SERVICES ATC will provide professional services ("Services") for the Client as indicated in the following documents:
- 2.1 Proposal No. CMT-17-1101 Rev. 1, dated August 7, 2017
- 3. DESIGNATED REPRESENTATIVES The parties designate the following named individuals as their authorized representatives to provide approvals, directives, and permissions, including changes, and to receive notices or other communications under this agreement at the following addresses:

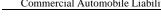
	ATED REPRESENTATIVE DUP SERVICES, LLC.	_	DESIGNATED REPRESENTATIVE CE SOLUTIONS, INC
	Jeremy S. Clem 7988 Centerpoint Drive, Suite 100 Indianapolis, Indiana 46256		Steve Osborn, PE, SE, FSMPS, CPSM CE Solutions, Inc. 10 Shoshone Dr. Carmel, Indiana 46032
Phone:	317-579-4031		317-818-1912 sposborn@cesolutionsinc.com
YOUR SIGNATURE INDICATES ACCEPTANCE OF THE CONTRACT DOCUMENT, AS DEFINIABOVE, UNLESS EXPRESSLY MODIFIED IN WRITING.			
ACCEPTI	ED BY:		
ATC GRC d/b/a ATC	OUP SERVICES INC.	CLIENT:	CE Solutions, Inc.
Ву:			rson authorized to execute contracts)
Title:		`	
Date:		Date:	



CLIENT SERVICE AGREEMENT

- 1. SERVICES TO BE PERFORMED ATC shall prepare a proposal and/or a service order for Client. The proposal and/or service order shall describe the work to be performed (Services), the location (Site), fees and/or rates to be charged, certain special conditions of performance including equipment, sampling protocols, and necessary reimbursable expenses. ATC will be authorized to proceed with the Services (Service Order), when Client indicates its acceptance by signing this Agreement, scheduling work to be performed as indicated in the Service Order, or by electronic acceptance of the Service Order. The proposal, Service Order, this Agreement and any attachments pertaining to thereto shall comprise the Contract Document.
- 2. ADDITIONAL SERVICES If any additional or different Services are required to complete an existing Service Order, these additional Services shall be set forth in a new Service Order satisfying all applicable and appropriate requirements including a separate schedule of fees and Services (Change Order).
- 3. COMPENSATION Client will pay ATC for Services and expenses in accordance with the Service Order. ATC will submit periodic invoices to Client together with reasonable supporting documentation requested by Client and a final bill upon completion of its services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days regardless of whether Client has been reimbursed by any other party. ATC may suspend work, withhold reports and vacate the site without liability if payment is not received. Client will indemnify ATC for all claims concerning the suspension of work for nonpayment regardless of whether the claims are by the Client, someone claiming through the client, or by a third party. Client agrees to pay ATC's attorney's fees, and all other costs incurred in collecting past due amounts. ATC may from time to time revise its fess and/or rates and advise client either by general notification, or by specific Service Order.
- 4. EXPENSES Unless otherwise stated in the Service Order, Client agrees to pay ATC for its reimbursable expenses, in addition to its fees. Reimbursable expenses are expenditures made by ATC in the interest of the contracted Services. Reimbursable expenses shall be billed, and paid, in accordance with the schedule included with the Service Order. ATC will submit a Change Order to Client detailing other reimbursable expenses not outlined in the Service Order, for written authorization prior to billing.
- 5. INSURANCE ATC agrees that it now carries, and will continue to carry during the performance of any Services under this Agreement, Workers' Compensation and Employer's Liability, Commercial General Liability (including Contractual Liability), Commercial Automobile Liability, Professional Liability and Contractor's Pollution Liability insurance coverage ith limits at or above those described beloww.www
- a. Workers' Compensation (statutory) Employer's Liability
 - Each accident \$ 1,000,000
 - Disease Each Employee \$ 1,000,000
 - Disease Policy Limit \$ 1,000,000
- b. Commercial General Liability
 - Each Occurrence \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - General Aggregate \$2,000,000
 - Products and Completed Operations Aggregate \$2,000,000
- Commercial Automobile Liability

- Combined Single Limit \$1,000,000
- d. Errors and Omissions / Professional Liability
 - Each Claim \$1,000,000
 - Annual Aggregate \$1,000,000
- e. Contractor's Pollution Liability
 - Each Claim \$1,000,000
 - Annual Aggregate \$1,000,000
- 6. OBLIGATIONS OF CLIENT Client warrants that all information provided to ATC concerning the required Services is complete and accurate to the best of Client's knowledge. Client agrees to advise ATC prior to commencement of the Services, and during the work, of any hazardous conditions on or near the Site known to Client. Client understands that ATC is relying upon the completeness and accuracy of information supplied to it by Client and ATC will not independently verify such information unless otherwise provided in the Service Order. Client shall be solely responsible for and shall indemnify and hold harmless ATC for any costs, expenses or damages incurred by ATC due to Client's failure to follow applicable reporting and governmental requirements. Client will not hold ATC liable if ATC's recommendations are not followed and waives any claim against ATC, and agrees to defend, indemnify and hold ATC harmless from any claim or liability for injury or loss that results from failure to properly implement ATC's recommendations.
- 7. STANDARD OF CARE ATC's Services as defined by the Service Order shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by the consulting profession currently providing similar services under similar circumstances at the time the Services were provided. Client agrees to give ATC written notice within one (1) year of any breach or default under this section and to provide ATC a reasonable opportunity to cure such breach or default, without the payment of additional fees to ATC, as a condition precedent to any claim for damages.
- 8. LIMITATIONS OF METHOD RELIABILITY The Client recognizes and agrees that all testing and remediation methods have inherent reliability limitations; no method or number of sampling locations can guarantee that a condition will be discovered within the performance of a Service Order as authorized by the Client. The Client further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the Client's selection of Services. ATC's observations only represent conditions observed at the time of the Site visit. ATC is not responsible for changes that may occur to the Site after ATC completes the Services.
- 9. INTERPRETATION OF DATA ATC shall not be responsible for the interpretation of ATC data by third parties, or the information developed by third parties from such data. Client recognizes that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by ATC and that the data interpretations and recommendations of ATC's personnel are based solely on the information available to
- 10. THIRD PARTY INFORMATION ATC is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the Site. ATC shall not be liable for any such agency's or database firm's failure to make relevant files or documents properly available, to





properly index files, or otherwise to fail to maintain or produce accurate or complete records.

11. SITE ACCESS Client grants or shall obtain for ATC a right of entry to all parts of the Site necessary to complete the requested Services and unless otherwise specified in the Service Order, it represents that it has obtained the applicable permits and licenses for the proposed Services. If Client does not own the Site, Client represents that it has or will obtain prior to the commencement of the Services, the authority and permission of the owner and/or the occupant of the Site. Client acknowledges that due to the nature of some Services unavoidable damage may occur. Client waives its right of recovery for such unavoidable damage, and if Client is not the owner of the Site, Client agrees to indemnify and defend ATC against any claims by the owner and/or occupant for any such damage.

Unless otherwise specified in the Service Order, ATC is not liable for damages caused by exploratory demolition or investigation to identify, quantify, or evaluate building materials, systems, and/or components not readily accessible to ATC during ATC's performance of the Services. ATC is not responsible for unforeseen conditions that exist on the Site within building systems that prohibit or deter ATC from gaining access to building materials, systems, and/or components.

- **12. SITE CONTROL** ATC's testing, observation, or inspection of the work of other parties on a project shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by ATC's employees does not mean that ATC is observing or verifying all Site work or placement of all materials. Client agrees that ATC will only make on-Site observations appropriate to the Services provided by ATC and will not relieve others of their responsibilities to perform the work.
- 13. TEST AND SAMPLING LOCATIONS Unless otherwise specified in the Service Order, the accuracy of test or sampling locations and elevations will be commensurate only with pacing and approximate measurements or estimates. Client should retain the services of a professional surveyor if greater accuracy is required. Client will furnish a diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. ATC reserves the right to deviate a reasonable distance from the boring and sampling locations unless this right is specifically revoked by Client in writing at the time the diagram is supplied.
- **14. SAMPLES AND EQUIPMENT** Unless otherwise specified in the Service Order or required by law, ATC will not retain any samples obtained from the Site. At no time does ATC assume title to the samples; all samples shall remain the property of the Client. ATC will, however, sign manifests as agent for Client.

All laboratory and field equipment contaminated during ATC's Services that cannot readily and adequately cleansed of its hazardous contaminants shall become the property and responsibility of Client. Client shall purchase all such equipment as an expense of the Services, and it shall be turned over to the Client for proper disposal unless otherwise specified in the Service Order.

15. ENGINEERING AND CONSTRUCTION SERVICES If the Services requested only require geotechnical engineering, subsurface exploration, construction materials testing, and or engineering, ATC assumes that there are no hazardous substances or constituents in the soils or groundwater underlying the Site. ATC's duties and responsibilities are limited to performing tests and monitoring of specific construction activities as outlined in the Service Order.

Unless otherwise specified in the Service Order, any consulting, testing or monitoring related to environmental conditions, including, but not limited to hazardous waste, soil or groundwater

contamination, or air pollutants are not part of ATC's engineering and construction Services. If it becomes apparent during the field exploration that hazardous substances or constituents may be present, field operations will be terminated without liability.

- **16. OPINIONS OF COSTS** ATC may provide estimates of costs for remediation or construction as appropriate based on available data, designs, or recommendations. However, these opinions are intended primarily to provide information on the range of costs and are not intended for use in firm budgeting or negotiation unless specifically agreed to in writing by ATC.
- **17. SAFETY** ATC shall not, unless otherwise specified in the Service Order, be responsible for health and safety procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on the Site.
- **18. UTILITIES** Unless otherwise specified in the Service Order, it is Client's responsibility to mark or furnish the locations of all underground man-made obstructions at all Sites that the Client owns and/or operates. Client shall indemnify, defend and hold harmless ATC from and against any claims, losses or damages incurred or asserted against ATC related to Client's failure to mark, protect or advise ATC of underground structures or utilities.
- 19. ROOF CUTS Unless otherwise specified in the Service Order, if roof cuts/samples are required by the Services, it is the responsibility of the Client to make appropriate repairs. If a roofing contractor or maintenance personnel selected by Client is not on the roof to make repairs at the time samples are obtained, ATC may make temporary repairs, which may result in additional charges. ATC personnel are not certified in roofing repair, therefore under no circumstances, shall ATC be responsible for any water damage to the roofing system, building, or its contents resulting from ATC's temporary repairs.
- **20. HAZARDOUS CONDITIONS OR SUBSTANCES** The Client acknowledges that ATC has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. All Site generated hazardous and non-hazardous waste, including used disposable protective gear and equipment, are the property of the Client.

Client agrees to indemnify and hold harmless ATC against all claims for injury or loss sustained by any party, including the United States, from exposure, release, or the presence of any such hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. This indemnity includes but is not limited to, ATC acting as Client's agent to sign waste manifests, allegations that ATC is a handler, generator, operator, treater or storer, transporter or disposer under any federal, state or local, law, regulation or ordinance, and Client's or third party's violation of federal, state or local, law, regulation or ordinance, related to the handling, storage, or disposal of hazardous substances or constituents at/or introduced to the Site, before or after the completion of the Services.

- **21. RIGHT TO STOP WORK** If, during the performance of a Service Order, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in ATC's reasonable judgment significantly affects or may affect the Services provided, the risk involved in providing the Services, or the recommended scope of Services, ATC may immediately suspend work.
- **22. ATC AND CLIENT INDEMNIFICATION** ATC shall indemnify and hold harmless Client against claims, demands, and lawsuits, to the extent arising out of or caused by the negligence or willful misconduct of ATC, in connection with activities conducted in the performance of the Services.



The Client shall indemnify and hold harmless ATC from and against claims, demands, and lawsuits, to the extent arising out of or caused by Client's breach of this Agreement or the negligence or willful misconduct of the Client or other contractors retained by Client in connection with activities conducted in the performance of the Services.

If a dispute arises between the parties resulting in litigation, the prevailing party shall be entitled to recover all reasonable costs incurred. Client agrees that all indemnifications granted to ATC shall also be granted to those subcontractors retained by ATC for the performance of the Services.

- **23. LIMIT OF LIABILITY** ATC's total liability for all claims or causes of action of any kind including but not limited to negligence, bodily injury or property damage, breach of contract or warranty shall not exceed the amounts recoverable from the insurance limits set forth in this Agreement.
- **24. CONSEQUENTIAL DAMAGES** In no event shall either party be liable to the other party for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether ATC shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.
- **25. WARRANTY** ATC is not a manufacturer. If any equipment is used or purchased by ATC for a Service Order the manufacturer's warranties if any on the equipment are solely those of the manufacturer. ATC makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the goods or Services which may be furnished by ATC to Client.
- **26. DOCUMENTS** Project-specific documents and data produced by ATC under this Agreement shall, upon completion of the Service Order become the property of Client upon payment of amounts owed ATC. ATC shall have the right, but not the obligation, to retain copies of all such materials.
- **27. RELIANCE** Documents and data produced by ATC are not intended or represented by ATC to be suitable for use or reliance beyond the scope or purpose for which they were originally prepared, or for anyone except the Client. Any such unauthorized use will be at the Client's or third parties sole risk.
- **28. THIRD-PARTY CLAIMS** Client agrees to pay ATC's costs (including reasonable attorney's fees) for defending ATC against any claims that a third party or a regulatory agency asserts against ATC related to the Services that were provided to Client. Claims include legal actions by a third party or a regulatory agency that are based upon the discoveries, findings or conclusions disclosed in documents or reports supplied to Client by ATC.
- **29. SUBPOENAS** The Client is responsible for payment of ATC's time and expenses resulting from ATC's response to subpoenas issued by any party, involving any legal or administrative proceeding in which ATC is not named as a party, in connection with any Services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served. ATC shall not object on Client's behalf to any subpoena, but will make reasonable efforts to cooperate with Client if Client chooses to object.
- **30. TERMINATION OF CONTRACT** This Agreement may be terminated by either party upon seven (7) days written notice provided that any incomplete or unfinished Service Order will remain in effect until completed, unless otherwise agreed to in writing. In the event of termination or suspension, by the Client,

- ATC shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses.
- **31. ASSIGNMENT** Neither the Client nor ATC may assign, or transfer its benefits, rights, duties, or interest in this Agreement without the written consent of the other party. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.
- **32. FORCE MAJEURE** Neither Client nor ATC shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, materially different Site conditions, wars, riots, terrorism, rebellions, sabotage, fires, explosions, accidents, floods, strikes, or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances.
- **33. GENERAL PROVISIONS** The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. If any provision of this Agreement is in conflict with any provision of the Service Order, the terms and conditions of this Agreement shall prevail unless the conflict concerns the scope of Services to be provided. If any provision shall to any extent be deemed invalid, it shall be modified if possible to fulfill the intent of the parties as reflected in the original provision and the remainder of this Agreement shall not be affected.

This Contract Document represents the entire understanding between the parties and supersedes any and all prior contracts whether written or oral. Nothing contained in this Contract Document shall be construed to be for the benefit of any persons not a party to this Agreement. No third party beneficiary rights are created.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the Site is located. Any legal action arising out of this Agreement shall be venued in a court of competent jurisdiction within the state and county of the Site.

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

ATC is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence.





August 4, 2017 Proposal No. 160-17

Mr. Nathan Boltz CE Solutions, Inc. 10 Shoshone Dr. Carmel, IN 46032

Re: Engineering Services Proposal

City of Bloomington 4th Street Garage Drainage Piping Study

Bloomington, Indiana

Dear Nathan:

Applied Engineering Services (Applied) is pleased to submit this proposal to provide and plumbing engineering services, in support of CE Solutions (CES), for the above-referenced project. The basis for this proposal is our recent telephone conversations. Thank you for this opportunity.

SCOPE OF WORK

We understand the scope of work is as follows:

- 1. Evaluate the existing garage storm drainage piping system.
- 2. Make recommendations for overall system replacement.
- 3. Develop a construction cost budget for overall system replacement.

SCOPE OF SERVICES – STUDY

- 1. Attend the project kickoff meeting at CES, as requested.
- 2. Obtain and review any available drawings of the project area.
- 3. Visit the site to observe and note existing conditions. We anticipate one day.
- 4. On the day of the site visit, meet with the Owner's representative to gain their input and concerns on the garage piping system.
- 5. Develop a 75% draft study including cost opinions in 8½"x11" format for review. There may be fold-out 11"x17" drawings.
- 6. Meet with Owner/CES in Bloomington to discuss our 75% findings and receive any input.
- 7. Update the 75% study to 100% and submit in PDF form to CE Solutions.

DESIGN SERVICES INVESTMENT

We propose to complete the design work outlined herein on a fixed fee basis, including our typical reimbursable expense for mileage. In determining our fee, we estimated the man-hours to accomplish this project effort. A detailed description of our design fee is as follows:

 75% Study
 \$ 6,500.00

 Study Completion
 2,000.00

 Total
 \$ 8,500.00

We will invoice progress monthly.

SCHEDULE

Applied understand the schedule is as presented below and will work within this schedule. Any changes to the schedule will be as agreed upon by both CES and Applied. Applied will start on the project upon written acceptance of this proposal or written notice-to-proceed.

Study Start October 2, 2017
Draft Study Submission (75%) December 22, 2017
Final Study Submission January 29, 2018

STAFFING

The following design professionals are proposed as the leadership for this project:

Ralph Power, P.E. Principal-in-Charge / Project Manager Tim Miller Project Engineer

ASSUMPTIONS

Applied assumes the following regarding the scope of work outlined in this proposal:

- 1. The design of potential solutions is outside the scope of this proposal. A separate proposal will be provided, when requested, to take this project from conceptual design through the end of construction.
- 2. Asbestos removal and other environmental issues, as applicable, is not included in this proposal.
- 3. Architectural, civil, structural, mechanical, electrical, and telecommunications services have not been included in this proposal.
- 4. If successful with this proposal, it is anticipated that a contract between our firms will be executed. It is also anticipated that this proposal letter will be an attachment to the Agreement.

ADDITIONAL SERVICES

Should it be determined the services provided by Applied will increase beyond the above-described scope of work and services due to influences beyond our control, notification will be given to CE Solutions. Applied will issue a formal request for adjustment, which shall provide the basis for the request and the impact on the project schedule. This will be based upon our standard Billing Rate Schedule. We will continue services on all other aspects of the project. We will proceed with the services as outlined on the additional service request after resolution of the issue in question.

We sincerely appreciate the opportunity to provide this proposal. Please let me know if you have any questions or comments regarding this proposal.

Sincerely,

Ralph J. Power, P.E.

President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER			CONTACT Jessica Crews			
Walker & Associates			PHONE (A/C, No, Ext): (317) 353-8000 FAX (A/C, No): (317) 351-7149			
7364 E. Washington Street			E-MAIL ADDRESS: jessica@walkeragency.com			
			IN	SURER(S) AFFORDING COVERAG	E	NAIC#
Indianapolis	IN	46219	INSURER A :RLI II	surance Co.		
INSURED			INSURER B :Libert	y International U	nderwriters	23043
CE Solutions, Inc.		•	INSURER C:			
10 Shoshone Drive			INSURER D :			
			INSURER E :			
Carmel	IN	46032	INSURER F :			
COVERAGES		CERTIFICATE NUMBER:CL1722709	294	REVISION N	IUMBER:	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL. THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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REGATE \$ 2,000,000 DMP/OP AGG \$ 2,000,000 \$ GLE LIMIT \$ 1,000,000
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EA EMPLOYEE \$ 1,000,000
OLICY LIMIT \$ 1,000,000
\$2,000,000
\$2,000,000
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached If more space is required)
General Liability, Automobile and Umbrella coverage shown above provides for additional insured when agreed by contract or agreement. General Liability, Automobile and Umbrella coverage is provided on a primary, non-contributory basis. General Liability, Automobile and Workers Compensation includes blanket waiver of subrogation. General liability does not exclude explosion, collapse or underground exposures. General Liability includes Contractual Liability per the terms of the policy. 30 days notice of cancelation, except for non-payment, shall be provided to the certificate holder.

* Umbrella liability does NOT extend over professional liability.

CERTIFICATE HOLDER	CANCELLATION
FOR INFORMATION ONLY **FOR INFORMATION ONLY** **FOR INFORMATION ONLY**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
FOR INFORMATION ONLY	AUTHORIZED REPRESENTATIVE
FOR INFORMATION ONLY	Jessica Crews/JDC Pessia Creus

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Board of Public Works Staff Report

Project/Event: 4th Street Garage Skywalk Upgrade and Repair – Change Order #1

Petitioner/Representative: Public Works/Parking Garages

Staff Representative: Ryan Daily Meeting Date: October 17, 2017

The City of Bloomington, Public Works Department, publicly requested quotes to renovate the Skywalk at the 4th Street Garage in January 2017.

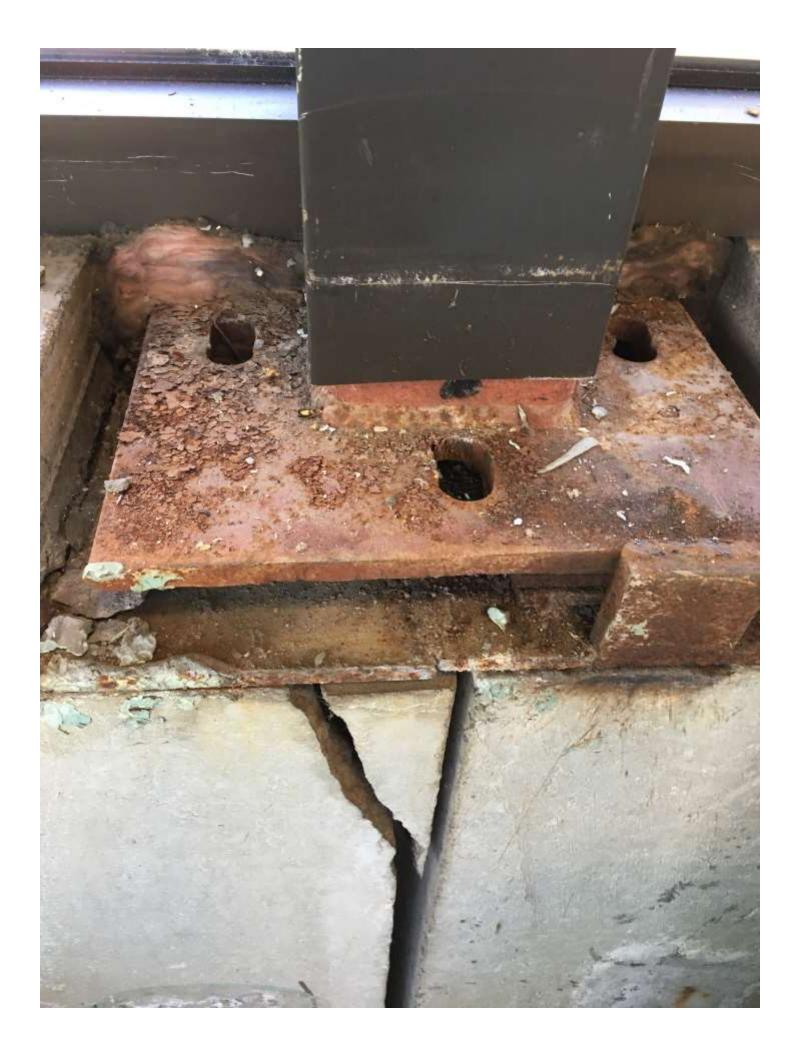
Change order #1 on Skywalk renovation:

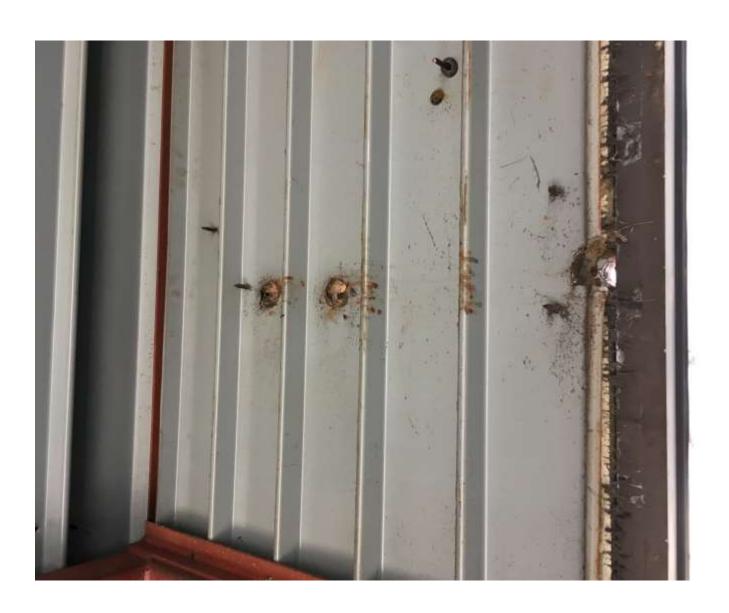
- 1. Re-anchor base of upright columns
- 2. Re-caulk exterior of windows
- 3. Drill column and drain water

Recommend X Approval Denial by: Ryan Daily

Board of Public Works Staff Report

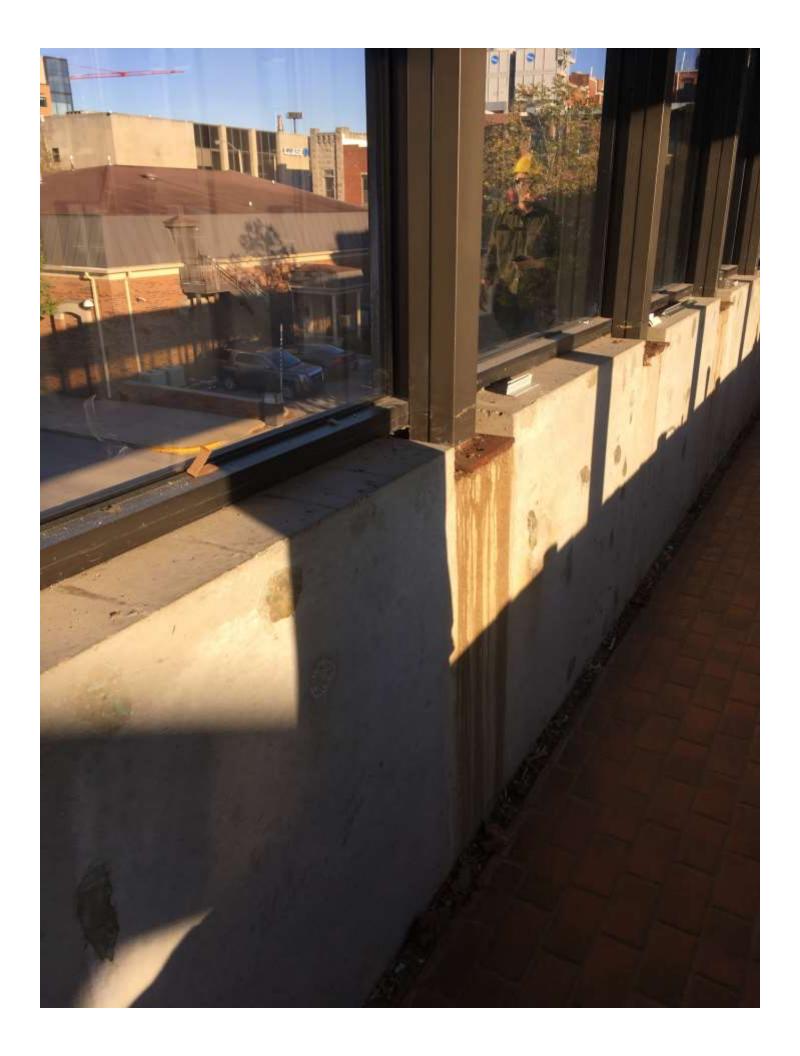
ANKRISI		
736 5. 11 lonter		Contractors Invoice
Blooming for IN	WORK PERFORMED AT	
Public Works	4 th st.	SKYWAIK
Tuble Works		
DATE YOUR WORK ORDER NO.		RECEIVED ONEY: PAY & CLOSE E: 53650
DESCRIPTION OF	WORK PERFORMPLANATION:	
Change ORDers	DEPT. APPROVAL:	Repair of Skywelle Byon Sindy
Columns As necessary	1 ypright	- 7 1, 489.20
Doth Sines of skywing & Does Not include a becken glas, missing	W	
3 Daiel open Columnis to	draine water	1
seal top open areas;	to not allo	uc
moistere to accumilat	i in evens	7/ 1,464.03
* Change Process add project length	there day	5 /0
* Contractio advises sem	wal of all	glass
+ Resealed		\$ 9 3 5 7 16
NI Material is guaranteed to be as specified, and the above (work was perfo	ormed in accordance with the drawi	ings and specifications provided for the
bove work and was completed in a substantial workmanlike manner for the	ne agreed sum of	
This is a Partial Full invoice due and payable by: Upon Co.	npletion of Repair	
n accordance with our Agreement Proposal No.	Dated !O .	16 <u>2017</u> 0ay Year 11-12

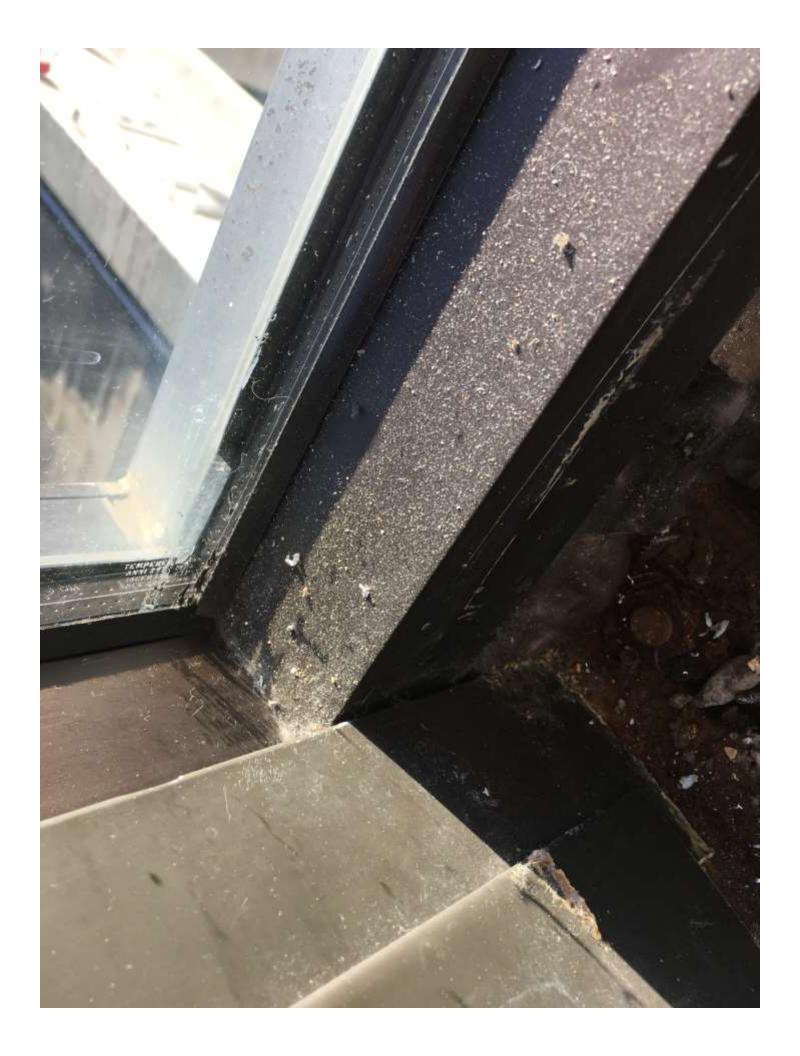




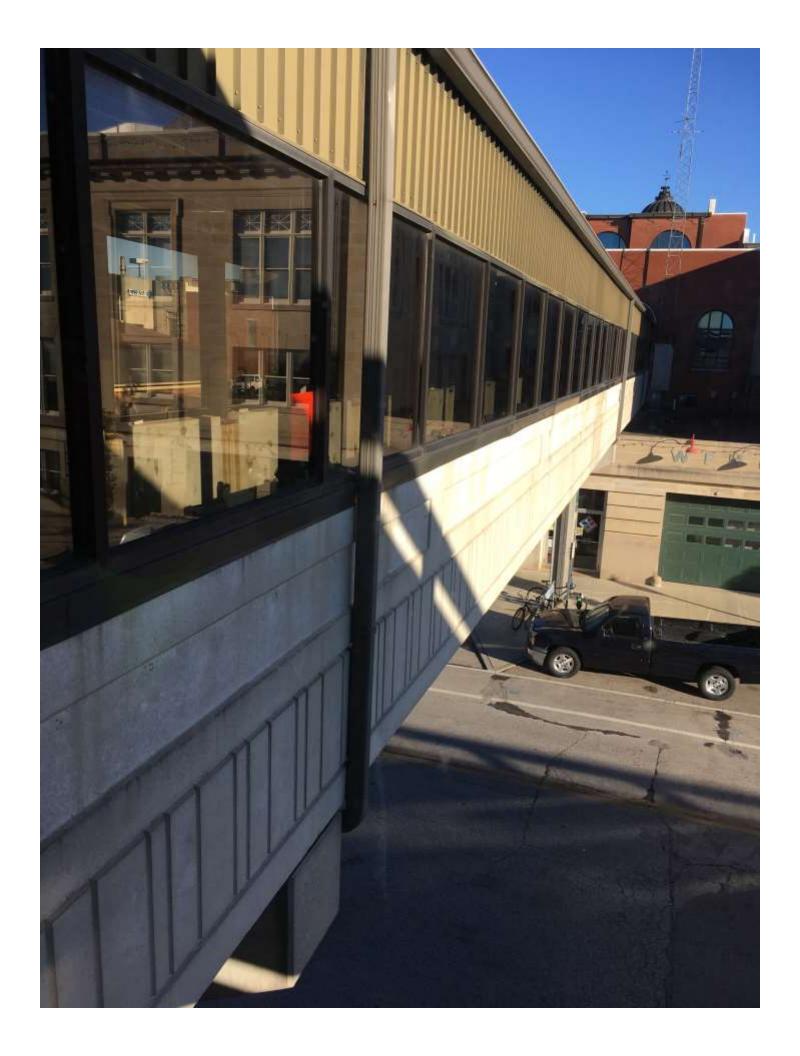
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Invoice Date Range 10/10/17 - 10/20/17

Vendor	Invoice Description	Date	Invoice Amount
Fund 101 - General Fund (S0101)			
Department 01 - Animal Shelter			
Program 010000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	01-duct tape, broom, eraser board, dry erase markers	10/20/2017	30.20
	Account 52110 - Office Supplies Totals	1	\$30.20
Account 52210 - Institutional Supplies			
313 - Fastenal Company	01-trash liners	10/20/2017	120.00
3929 - IDEXX Laboratories, INC	01-FIV/FeLV Combo Tests	10/20/2017	991.50
3929 - IDEXX Laboratories, INC	01-HTW & F/F Tests	10/20/2017	1,285.50
4633 - Midwest Veterinary Supply, INC	01-rat food-9/20/17	10/20/2017	37.56
4633 - Midwest Veterinary Supply, INC	01-cotton, shampoo, antibiotic drops	10/20/2017	109.16
4633 - Midwest Veterinary Supply, INC	01-antibiotics	10/20/2017	132.10
4137 - Patterson Veterinary Supply, INC	01-vinyl exam gloves, antibiotics	10/20/2017	200.68
4549 - Kroger Limited Partnership I	06-bunny food	10/20/2017	7.28
4549 - Kroger Limited Partnership I	06-bunny food	10/20/2017	12.55
4549 - Kroger Limited Partnership I	06-bunny food	10/20/2017	10.04
4549 - Kroger Limited Partnership I	06-bunny food	10/20/2017	7.98
4549 - Kroger Limited Partnership I	06-bunny food	10/20/2017	11.23
	Account 52210 - Institutional Supplies Totals	12	\$2,925.58
Account 52340 - Other Repairs and Maintenance			
394 - Kleindorfer Hardware & Variety	01-hose parts	10/20/2017	14.98
	Account 52340 - Other Repairs and Maintenance Totals	1	\$14.98
Account 53130 - Medical			
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-emergency visit-9/21/17	10/20/2017	258.02
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-bloodwork, neuter/spay surgeries-9/26/17	10/20/2017	430.00
	Account 53130 - Medical Totals	2	\$688.02
Account 53220 - Postage			
4487 - PMB East, INC (PakMail)	01-BOH shipping-9/25/17	10/20/2017	35.50
4487 - PMB East, INC (PakMail)	01-BOH shipping-10/3/17	10/20/2017	22.78
	Account 53220 - Postage Totals	2	\$58.28
Account 53610 - Building Repairs			
423 - City Glass of Bloomington, INC	19-ACC-front door hinge repair	10/20/2017	205.68
4483 - City Lawn Corporation	19-3410 S. Walnut-ACC-mowing 9/29/17 (BC 2017-31)	10/20/2017	100.00
1537 - Indiana Door & Hardware Specialties, INC	19-City Hall-front door repair	10/20/2017	210.00
	Account 53610 - Building Repairs Totals	3	\$515.68
	Program 010000 - Main Totals	21	\$4,232.74
	Department 01 - Animal Shelter Totals	21	\$4,232.74
5			

Department 02 - Public Works



Vendor	Invoice Description	Date	Invoice Amount
Program 020000 - Main			
Account 46060 - Other Violations			
Benjamin Guthrie	14-overpayment citations B1602958/E1602591/K1601416/A1602400/K16	10/20/2017	200.00
Cat Rose	14-Rose-overpayment pkg citation B1700516	10/20/2017	40.00
Aaron Rosenberg	14-Rosenberg-refund overpayment pkg citation E1701282	10/20/2017	20.00
	Account 46060 - Other Violations Totals	3	\$260.00
Account 53210 - Telephone			
1079 - AT&T	02-Radio Circuits-phone charges 8/29-9/28/17	10/20/2017	180.17
	Account 53210 - Telephone Totals	1	\$180.17
Account 53230 - Travel			
2820 - Nathan Nickel	02-2017 Lucity/ACT Conf in Kasas CIty, MO-9/17-9/21/17	10/20/2017	1,035.75
	Account 53230 - Travel Totals	1	\$1,035.75
	Program 020000 - Main Totals	5	\$1,475.92
	Department 02 - Public Works Totals	5	\$1,475.92
Department 03 - City Clerk			
Program 030000 - Main			
Account 52110 - Office Supplies			
8002 - Safeguard Business Systems, INC	03-envelopes-10,000	10/20/2017	411.18
	Account 52110 - Office Supplies Totals	1	\$411.18
Account 53310 - Printing			
3892 - Midwest Color Printing, INC	03 - Business cards	10/20/2017	37.75
	Account 53310 - Printing Totals	1	\$37.75
Account 53320 - Advertising			
323 - Hoosier Times, INC	03-Public Notices-Res. 17-37, N. Crescent Rd ERA, Res. 17-30	10/20/2017	584.32
	Account 53320 - Advertising Totals	1	\$584.32
	Program 030000 - Main Totals	3	\$1,033.25
	Department 03 - City Clerk Totals	3	\$1,033.25
Department 04 - Economic & Sustainable Dev			
Program 040000 - Main			
Account 53170 - Mgt. Fee, Consultants, and Worksho	•		
6131 - Jane St John	04 - Consulting Agreement	10/20/2017	9,520.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	1	\$9,520.00
Account 53310 - Printing		40/00/0047	24.50
3892 - Midwest Color Printing, INC	04 - Business Cards for Sean Starowitz	10/20/2017	36.50
3892 - Midwest Color Printing, INC	04 - Business Cards for Sean Starowitz	10/20/2017	39.00
Assemble Programmed Color Color	Account 53310 - Printing Totals	2	\$75.50
Account 53910 - Dues and Subscriptions	OA Across March and the days	10/00/0017	202.22
4816 - US Green Building Council	04 Annual Membership dues	10/20/2017	300.00
	Account 53910 - Dues and Subscriptions Totals	1	\$300.00



Invoice Date Range 10/10/17 - 10/20/17

Vendor	Invoice Description	Date	Invoice Amount
Account 53970 - Mayor's Promotion of Business			
6059 - Eva Allen	04 - Painting of Peoples Park Mural	10/20/2017	1,450.00
	Account 53970 - Mayor's Promotion of Business Totals	1	\$1,450.00
	Program 040000 - Main Totals	5	\$11,345.50
	Department 04 - Economic & Sustainable Dev Totals	5	\$11,345.50
Department 06 - Controller's Office			
Program 060000 - Main			
ccount 53990 - Other Services and Charges			
91 - O. W. Krohn & Associates, LLP	06-Consultant for Energy Savings Project	10/20/2017	7,750.00
	Account 53990 - Other Services and Charges Totals	1	\$7,750.00
	Program 060000 - Main Totals	1	\$7,750.00
	Department 06 - Controller's Office Totals	1	\$7,750.00
Department 09 - CFRD			
Program 090000 - Main			
account 53640 - Hardware and Software Maintenance			
3442 - Paragon Micro, INC	09-Adobe Creative Cloud renewal-CFRD portion	10/20/2017	801.99
	Account 53640 - Hardware and Software Maintenance Totals	1	\$801.99
ccount 53960 - Grants			
194 - Monroe County Branch NAACP #3062	09-CFRD Gold sponsorship of 39th Freedom Fund Banquet	10/20/2017	500.00
	Account 53960 - Grants Totals	1	\$500.00
	Program 090000 - Main Totals	2	\$1,301.99
	Department 09 - CFRD Totals	2	\$1,301.99
Department 10 - Legal			
rogram 100000 - Main			
ccount 52110 - Office Supplies			
103 - Staples Contract & Commercial, INC	10-binders, paper clips, chairmat, storage boxes	10/20/2017	67.78
	Account 52110 - Office Supplies Totals	1	\$67.78
ccount 53160 - Instruction			
694 - Indiana Continuing Legal Education Forum (ICLEF)	10 ICLEF seminar for Wheeler Nov	10/20/2017	440.00
	Account 53160 - Instruction Totals	1	\$440.00
	Program 100000 - Main Totals	2	\$507.78
rogram 101000 - Human Rights			
ccount 53990 - Other Services and Charges			
205 - City Of Bloomington	10-BHRC donation to CCA	10/20/2017	100.00
	Account 53990 - Other Services and Charges Totals	1	\$100.00
	Program 101000 - Human Rights Totals	1	\$100.00
	Department 10 - Legal Totals	3	\$607.78
Department 11 - Mayor's Office			

Program 110000 - Main



Vendor	Invoice Description	Date	Invoice Amount
Account 52110 - Office Supplies			
7827 - Diane Daily	11-reimbursement for proclamation paper	10/20/2017	16.71
5103 - Staples Contract & Commercial, INC	11-tape, scissors, pads, post it notes	10/20/2017	8.94
	Account 52110 - Office Supplies Totals	2	\$25.65
Account 52420 - Other Supplies			
4549 - Kroger Limited Partnership I	11-kitchen supplies	10/20/2017	35.27
50972 - CDW, LLC	11-Wireless streaming stick for Deputy Mayor's office	10/20/2017	269.91
5819 - Synchrony Bank	11-dry-erase sidewalk sign	10/20/2017	90.50
5819 - Synchrony Bank	11-TV and mount for Deputy Mayor's office	10/20/2017	587.98
	Account 52420 - Other Supplies Totals	4	\$983.66
Account 53110 - Engineering and Architectural			
818 - Everywhere Signs, LLC	11-banner for Fast Forward BTown programs	10/20/2017	224.00
5247 - Robert Hudson (Graphic Visions)	11-cut vinyl decals for Fast Forward BTown	10/20/2017	40.00
5247 - Robert Hudson (Graphic Visions)	11-printed vinyl decals for Fast Forward BTown	10/20/2017	200.00
53442 - Paragon Micro, INC	11-Adobe Creative Cloud, Adobe Premiere Pro	10/20/2017	1,146.98
· ·	Account 53110 - Engineering and Architectural Totals	4	\$1,610.98
Account 53310 - Printing			
3892 - Midwest Color Printing, INC	11-business cards for Sara Sheik	10/20/2017	41.50
•	Account 53310 - Printing Totals	1	\$41.50
Account 53960 - Grants	· ·		
1051 - Bloomington Economic Development Corp	11-special meeting sponsorship 2017	10/20/2017	250.00
3	Account 53960 - Grants Totals	1	\$250.00
	Program 110000 - Main Totals	12	\$2,911.79
	Department 11 - Mayor's Office Totals	12	\$2,911.79
Department 12 - Human Resources	4		,
Program 120000 - Main			
Account 53320 - Advertising			
323 - Hoosier Times, INC	12 job ads	10/20/2017	389.74
	Account 53320 - Advertising Totals	1	\$389.74
Account 53990 - Other Services and Charges			******
585 - Bloomington Public Transportation Corporation	12 3rd quarter ridership Inv 9775	10/20/2017	271.50
6099 - Safe Hiring Solutions	12 Background check Inv 105883	10/20/2017	11.90
oo,, oa, o, m.n.g oo, anone	Account 53990 - Other Services and Charges Totals	2	\$283.40
	Program 120000 - Main Totals	3	\$673.14
	Department 12 - Human Resources Totals	3	\$673.14
Department 13 - Planning	Department 12 Transactives Totals	Ü	ψ0,3.1τ
Program 130000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	13 - Pens, batteries, calendars for 2018	10/20/2017	95.54
Staples contract & commercial, into	15 Tells, batteries, calcinals for 2010	10/20/2017	73.34



Vendor	Invoice Description	Date	Invoice Amount
	Account 52110 - Office Supplies Totals	1	\$95.54
Account 52420 - Other Supplies			
51463 - DLT Solutions, LLC	13-(3) Autodesk/AutoCAD 1yr Support Renewal (prorated-missed DL)	10/20/2017	274.68
53442 - Paragon Micro, INC	13-(9) Adobe Creative Cloud License Renewal(s) for staff	10/20/2017	7,217.91
	Account 52420 - Other Supplies Totals	2	\$7,492.59
Account 53160 - Instruction			
1103 - American Planning Association, Indiana Chapter	13-APA-IN Fall Conf Reg-T. Porter-10/18-10/20/17	10/20/2017	170.00
1103 - American Planning Association, Indiana Chapter	13-APA-IN Fall Conf Reg-J. Scanlan-10/18-10/20/17	10/20/2017	170.00
1103 - American Planning Association, Indiana Chapter	13-APA-IN Fall Conf Reg-A. Lewis-10/18-10/20/17	10/20/2017	170.00
1103 - American Planning Association, Indiana Chapter	13-APA-IN Fall Conf Reg -J. Jackson-10/18-10/20/17	10/20/2017	170.00
1103 - American Planning Association, Indiana Chapter	13-APA-IN Fall Conf Reg -A. Farshchi-10/18-10/20/17(nonmember ra	10/20/2017	275.00
	Account 53160 - Instruction Totals	5	\$955.00
Account 53990 - Other Services and Charges			
199 - Monroe County Government	13-August 2017 copies-14	10/20/2017	14.00
199 - Monroe County Government	13-July 2017 copies-14	10/20/2017	14.00
•	Account 53990 - Other Services and Charges Totals	2	\$28.00
	Program 130000 - Main Totals	10	\$8,571.13
	Department 13 - Planning Totals	10	\$8,571.13
Department 19 - Facilities Maintenance			
Program 190000 - Main			
Account 52210 - Institutional Supplies			
2966 - Barrett Supplies & Equipment, INC	19-City Hall-roll paper towel	10/20/2017	243.52
2966 - Barrett Supplies & Equipment, INC	19-City Hall-roll paper towels, soap	10/20/2017	187.08
	Account 52210 - Institutional Supplies Totals	2	\$430.60
Account 52420 - Other Supplies			,
651 - Engraving & Stamp Center, INC	19-ITS & P&R-name plates	10/20/2017	39.50
651 - Engraving & Stamp Center, INC	19-3 2x12 signs	10/20/2017	51.50
	Account 52420 - Other Supplies Totals	2	\$91.00
Account 53610 - Building Repairs			******
4483 - City Lawn Corporation	19-2541 W 3rd St-mowing 9/6, 9/20 & 9/27/17	10/20/2017	105.00
321 - Harrell Fish, INC	19-City Hall-quarterly planned maint. September 2017	10/20/2017	1,910.66
oz i man en men, me	Account 53610 - Building Repairs Totals	2	\$2,015.66
	Program 190000 - Main Totals	6	\$2,537.26
	Department 19 - Facilities Maintenance Totals	6	\$2,537.26
Department 28 - ITS	Boparamona 17 Tabilities maintenance Fotals	O .	Ψ2,007.20
Program 280000 - Main			
Account 52420 - Other Supplies			
50972 - CDW, LLC	28-Computer Adapters	10/20/2017	187.60
50//2 ODW, LLO	Account 52420 - Other Supplies Totals	10/20/2017	\$187.60
	Account 32420 - Other Supplies Totals	1	φ107.00



Invoice Date Range 10/10/17 - 10/20/17

Vendor	Invoice Description	Date	Invoice Amount
Account 53910 - Dues and Subscriptions			
53442 - Paragon Micro, INC	28-Adobe Creative Cloud Renewal-ITS portion	10/20/2017	2,723.96
	Account 53910 - Dues and Subscriptions Totals	1	\$2,723.96
	Program 280000 - Main Totals	2	\$2,911.56
	Department 28 - ITS Totals	2	\$2,911.56
	Fund 101 - General Fund (S0101) Totals	73	\$45,352.06
Fund 249 - Grants Non Approp			
Department 04 - Economic & Sustainable Dev			
Program G17009 - 2017 Duke Youth ED			
Account 52420 - Other Supplies			
6167 - Peter Nicklaus Venstra	04 - Energy Bike for the Monroe County Energy Challenge	10/20/2017	650.00
	Account 52420 - Other Supplies Totals	1	\$650.00
	Program G17009 - 2017 Duke Youth ED Totals	1	\$650.00
Program G17010 - 2017 IN OCRA Quick Impact Placeb			
Account 52420 - Other Supplies			
4647 - S&S Worldwide, INC	04 - Games for POP!	10/20/2017	103.49
4647 - S&S Worldwide, INC	04 - Games for POP!	10/20/2017	281.61
	Account 52420 - Other Supplies Totals	2	\$385.10
	Program G17010 - 2017 IN OCRA Quick Impact Placeb Totals	2	\$385.10
	Department 04 - Economic & Sustainable Dev Totals	3	\$1,035.10
	Fund 249 - Grants Non Approp Totals	3	\$1,035.10
Fund 312 - Community Services			
Department 09 - CFRD			
Program 090014 - Latino Programs			
Account 52420 - Other Supplies			
5332 - Cuahuizo-Group, LLC (Juannita's Kitchen)	09-Food for Fiesta del Ontono-2017	10/20/2017	350.00
	Account 52420 - Other Supplies Totals	1	\$350.00
Account 53990 - Other Services and Charges			
205 - City Of Bloomington	09-National Hispanic Heritage Month-app fee-movie in Bryan Park	10/20/2017	25.00
	Account 53990 - Other Services and Charges Totals	1	\$25.00
	Program 090014 - Latino Programs Totals	2	\$375.00
Program 090019 - Comm on Hisp & Latino Affairs			
Account 52420 - Other Supplies			
5262 - Rafi Khalid Hasan II	09-Campus Costume/Fireworks-reimb supplies for Fiest del Ontono	10/20/2017	39.98
5262 - Rafi Khalid Hasan II	09-Dollar Tree-reimb supplies for Fiest del Ontono	10/20/2017	3.00
	Account 52420 - Other Supplies Totals	2	\$42.98
	Program 090019 - Comm on Hisp & Latino Affairs Totals	2	\$42.98
Program 090021 - Children & Youths	·		

Account 52420 - Other Supplies



Vendor	Invoice Description	Date	Invoice Amount
4549 - Kroger Limited Partnership I	09-CSCY Social Inclusion Focus Grouprefreshments for meeting	10/20/2017	49.90
	Account 52420 - Other Supplies Totals	1	\$49.90
	Program 090021 - Children & Youths Totals	1	\$49.90
	Department 09 - CFRD Totals	5	\$467.88
	Fund 312 - Community Services Totals	5	\$467.88
Fund 401 - Non-Reverting Telecom (S1146)			
Department 25 - Telecommunications			
Program 254000 - Infrastructure			
Account 54450 - Equipment			
53442 - Paragon Micro, INC	28-Capital Replacement Monitor	10/20/2017	167.25
53442 - Paragon Micro, INC	28-Capital Replacement Workstations	10/20/2017	914.99
53442 - Paragon Micro, INC	28-Captial Replacement Computers	10/20/2017	2,611.97
	Account 54450 - Equipment Totals	3	\$3,694.21
	Program 254000 - Infrastructure Totals	3	\$3,694.21
Program 256000 - Services			
Account 53150 - Communications Contract			
203 - Indiana University	28-special circuits 9/1-9/30/17	10/20/2017	65.00
	Account 53150 - Communications Contract Totals	1	\$65.00
	Program 256000 - Services Totals	1	\$65.00
	Department 25 - Telecommunications Totals	4	\$3,759.21
	Fund 401 - Non-Reverting Telecom (S1146) Totals	4	\$3,759.21
Fund 450 - Local Road and Street(S0706)			
Department 20 - Street			
Program 200000 - Main			
Account 53520 - Street Lights / Traffic Signals			
223 - Duke Energy	20-Countryside & Sunflower-street light bill-bill date 9/28/17	10/20/2017	3.89
	Account 53520 - Street Lights / Traffic Signals Totals	1	\$3.89
	Program 200000 - Main Totals	1	\$3.89
	Department 20 - Street Totals	1	\$3.89
	Fund 450 - Local Road and Street(S0706) Totals	1	\$3.89
Fund 451 - Motor Vehicle Highway(\$0708)			
Department 20 - Street			
Program 200000 - Main			
Account 52310 - Building Materials and Supplies	40 T. (C. DU.)	40/00/0047	F 00
394 - Kleindorfer Hardware & Variety	19-Traffic Bldg-wye, trap, pvc	10/20/2017	5.08
Assessed FORON Charact Allege and Course Material	Account 52310 - Building Materials and Supplies Totals	1	\$5.08
Account 52330 - Street , Alley, and Sewer Material	20 Hamilton (t/natabing curfoce 72 /1 tans 0/12/17 /DC 2017 1/A)	10/00/0017	2 (0/ 00
5149 - E&B Paving, INC	20-Hamilton Ct/patching-surface-73.61 tons-9/13/17 (BC 2017-16A)	10/20/2017	3,606.89
334 - Irving Materials, INC	20-4400 Sheffield Dr-Class A Stone Ash-5.25 cy-9/13/17	10/20/2017	532.88



Vendor	Invoice Description	Date	Invoice Amoun
334 - Irving Materials, INC	20-4400 Sheffield Dr-Class A Stone Ash-5 cy-9/15/17	10/20/2017	507.5
334 - Irving Materials, INC	20-Morningside/Park Ridge-Class A Stone-3 cy-9/22/17	10/20/2017	304.50
334 - Irving Materials, INC	20-4209 Morningside Dr-Class A Stone-4.5 cy-9/21/17	10/20/2017	456.7
334 - Irving Materials, INC	20-4201 Morningside Dr-Class A Stone-3 cy-9/20/17	10/20/2017	304.50
334 - Irving Materials, INC	20-4401 E. Sheffield-Class A Stone Ash-5 cy-9/7/17	10/20/2017	507.50
19278 - Milestone Contractors, LP	20-17th St/patching-surface 658.08 tons-9/6-9/11/17-inc. mill CR (BC2017-16A)	10/20/2017	29,360.6
365 - Rogers Group, INC	20-#53 stone-16.15 tons-9/19/17	10/20/2017	94.4
	Account 52330 - Street, Alley, and Sewer Material Totals	9	\$35,675.6
Account 52340 - Other Repairs and Maintenance			
313 - Fastenal Company	20-grey primer	10/20/2017	18.5
313 - Fastenal Company	20-gloves	10/20/2017	127.0
313 - Fastenal Company	20-white paint	10/20/2017	28.8
	Account 52340 - Other Repairs and Maintenance Totals	3	\$174.3
Account 52420 - Other Supplies			
409 - Black Lumber Co INC	20-24" garage broom & handle-P. Capps	10/20/2017	18.9
409 - Black Lumber Co INC	20-Patterson Dr & Sare Rd-trash bags	10/20/2017	9.9
409 - Black Lumber Co INC	20-Henderson St Island-post hole diggers, quikcrete	10/20/2017	104.3
409 - Black Lumber Co INC	20-25% deet insect repellent-T. Carroll	10/20/2017	5.99
409 - Black Lumber Co INC	20-push broom w/handle, 2 gal. tank sprayer-J. Vandeventer	10/20/2017	35.98
409 - Black Lumber Co INC	20-3 gal. back saver sprayer, 2 cycle mower oil-D. Bitner	10/20/2017	33.9
409 - Black Lumber Co INC	20-8" slvtone d brush	10/20/2017	29.9
248 - Cosner's Ice Company	20-Ice for employees-125 7# bags	10/20/2017	181.2
394 - Kleindorfer Hardware & Variety	20-safety chain links for trailer	10/20/2017	4.3
394 - Kleindorfer Hardware & Variety	20-screws	10/20/2017	.20
336 - Southside Rental Center, INC	20-propane for pavement marking	10/20/2017	26.1
336 - Southside Rental Center, INC	20-propane per pound-113	10/20/2017	134.4
	Account 52420 - Other Supplies Totals	12	\$585.6
Account 53630 - Machinery and Equipment Repairs			
3496 - Smith Implements, INC	20-chainsaw-2 gal mix, bar oil	10/20/2017	50.4
	Account 53630 - Machinery and Equipment Repairs Totals	1	\$50.4
Account 53920 - Laundry and Other Sanitation Service	es es		
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-10/4/17	10/20/2017	26.3
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-9/20/17	10/20/2017	26.3
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-9/27/17	10/20/2017	26.3
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-10/4/17	10/20/2017	23.0
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-9/27/17	10/20/2017	23.0
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-9/20/17	10/20/2017	23.0
	Account 53920 - Laundry and Other Sanitation Services Totals	6	\$148.3



Invoice Date Range 10/10/17 - 10/20/17

Vendor	Invoice Description	Date	Invoice Amount
6193 - A. P. & C. Clinic, INC (Associated Psychologists)	20-SAP Assessment-L. Rains-Initial SAP	10/20/2017	300.00
902 - Indiana Underground Plant Protection Service, INC	20-811 call before you dig-1,058 tickets-August 2017	10/20/2017	1,005.10
6152 - K&S Rolloff, INC	20-rolloff pull price/delivery dumpster-9/22/17	10/20/2017	150.00
20275 - The Travelers Indemnity	20-Deductible for A Wilcher (Partlow Accident)-7/27/17	10/20/2017	2,633.64
	Account 53990 - Other Services and Charges Totals	4	\$4,088.74
	Program 200000 - Main Totals	36	\$40,728.31
	Department 20 - Street Totals	36	\$40,728.31
	Fund 451 - Motor Vehicle Highway(S0708) Totals	36	\$40,728.31
Fund 452 - Parking Facilities (\$9502)			
Department 26 - Parking			
Program 260000 - Main			
Account 52310 - Building Materials and Supplies			
480 - Hall Signs INC	26-Pkg Garages-28" cones-32	10/20/2017	440.64
53005 - Menards, INC	26-Pkg Garages-gloves, drill set, cordless hand vacuums	10/20/2017	314.57
	Account 52310 - Building Materials and Supplies Totals	2	\$755.21
Account 52340 - Other Repairs and Maintenance			
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-sign repair supplies-pry bar, drive pin	10/20/2017	20.97
	Account 52340 - Other Repairs and Maintenance Totals	1	\$20.97
Account 52420 - Other Supplies			
3397 - Evens Time, INC	26-Pkg Garages-receipt paper rolls for pay stations	10/20/2017	195.00
3397 - Evens Time, INC	26-Pkg Garages-credit card cleaning wipes	10/20/2017	59.32
3397 - Evens Time, INC	26-Pkg Garages-proximity cards-800	10/20/2017	4,015.00
4964 - The Toledo Ticket Co	26-Pkg Garages-ETP 10 receipt tickets	10/20/2017	2,609.93
4964 - The Toledo Ticket Co	26-Pkg Garages-ETP stock tickets with disclaimer	10/20/2017	357.38
	Account 52420 - Other Supplies Totals	5	\$7,236.63
Account 53610 - Building Repairs			
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-tap cons, wedge bolt, flat washer, hook, socket	10/20/2017	38.63
227 - Otis Elevator Company	26-Walnut St Garage-doors stuck open-9/11/17	10/20/2017	2,465.00
	Account 53610 - Building Repairs Totals	2	\$2,503.63
Account 53840 - Lease Payments			
512 - 7th & Walnut , LLC	26-Walnut St Garage-Rent for November 2017	10/20/2017	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-Rent for November 2017	10/20/2017	36,405.49
	Account 53840 - Lease Payments Totals	2	\$55,165.47
	Program 260000 - Main Totals	12	\$65,681.91
	Department 26 - Parking Totals	12	\$65,681.91
	Fund 452 - Parking Facilities (\$9502) Totals	12	\$65,681.91

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Fund 454 - Alternative Transport(S6301)

Department **02 - Public Works** Program **020000 - Main**



Vendor	Invoice Description	Date	Invoice Amount
Account 43170.0001 - Residential Neighborho	od Permits Zone # 1		
Cari K. Maxwell	14-Maxwell-refund Zone 1 Visitor Permit-issued in error	10/20/2017	25.00
	Account 43170.0001 - Residential Neighborhood Permits Zone # 1 Totals	1	\$25.00
Account 43170.0006 - Residential Neighborho	od Permits Zone # 6		
Benjamin J Hammon	14-Hammon-refund Zone 6 Permit & Visitor Permit-not eligible	10/20/2017	50.00
	Account 43170.0006 - Residential Neighborhood Permits Zone # 6 Totals	1	\$50.00
Account 46060 - Other Violations			
Sarah Hopfer	14-Hopfer-refund citations A1600652/B1700776/K1101151/B1102768-	10/20/2017	160.00
Christopher Schlicksup	14-Schlicksup-refund overpayment pkg citation D1700063	10/20/2017	40.00
	Account 46060 - Other Violations Totals	2	\$200.00
Account 53110 - Engineering and Architectura	I		
5609 - Aecom Technical Services	13-HSIP Ped Safety/Access@Signal Intersec8/26-9/22/17 (BC 2017-78)	10/20/2017	625.00
	Account 53110 - Engineering and Architectural Totals	1	\$625.00
	Program 020000 - Main Totals	5	\$900.00
	Department 02 - Public Works Totals	5	\$900.00
	Fund 454 - Alternative Transport (S6301) Totals	5	\$900.00
Fund 600 - Cum Cap Improvement (CIG)(\$23	79)		
Department 02 - Public Works			
Program 020000 - Main			
Account 52330 - Street , Alley, and Sewer Mat	erial		
19278 - Milestone Contractors, LP	20-Colony Ct/Park Ridge-surface-121.61 tons-9/18/17-inc mill CR (BC 2017-16A)	10/20/2017	2,324.38
19278 - Milestone Contractors, LP	20-Sheffield/patching-surface-294.39 tons-9/20 & 9/21/17	10/20/2017	14,130.72
19278 - Milestone Contractors, LP	20-Morningside/Windsor/patching-surface-511.20 tons-9/22-9/26/17	10/20/2017	24,476.10
19278 - Milestone Contractors, LP	20-Windsor/patching-surface-23.85 tons-9/26-9/29/17	10/20/2017	1,144.80
19278 - Milestone Contractors, LP	20-Maxwell/patching-surface-37.69 tons-8/28-8/31/17	10/20/2017	1,809.12
19278 - Milestone Contractors, LP	20-Sheffield/patching-surface-561.36 tons-9/14-9/15/17	10/20/2017	26,945.28
19278 - Milestone Contractors, LP	20-17th Street-surface-16.90 tons-9/5/17	10/20/2017	811.20
19278 - Milestone Contractors, LP	20-Patching-surface-3.04 tons-9/5/17	10/20/2017	145.92
19278 - Milestone Contractors, LP	20-Maxwell-surface-17.58 tons-9/5/17	10/20/2017	843.84
	Account 52330 - Street , Alley, and Sewer Material Totals	9	\$72,631.36
	Program 020000 - Main Totals	9	\$72,631.36
	Department 02 - Public Works Totals	9	\$72,631.36
	Fund 600 - Cum Cap Improvement (CIG)(S2379) Totals	9	\$72,631.36
Fund 730 - Solid Waste (S6401)			
Department 16 - Sanitation			
Program 160000 - Main			
Account 43090 - Solid Waste			
208 - City Of Bloomington Utilities	02-refund trash stickers-5018421-5018423/5018426-5018500	10/20/2017	156.00
, <u> </u>	Account 43090 - Solid Waste Totals	1	\$156.00



Vendor	Invoice Description	Date	Invoice Amount
Account 52420 - Other Supplies			
248 - Cosner's Ice Company	16-ice for employees-80 7# bags	10/20/2017	116.00
476 - Southern Indiana Parts, INC (Napa Auto Parts)	16-registration holders-4	10/20/2017	8.88
	Account 52420 - Other Supplies Totals	2	\$124.88
Account 52430 - Uniforms and Tools			
313 - Fastenal Company	16-blue coated nitrile gloves	10/20/2017	63.09
	Account 52430 - Uniforms and Tools Totals	1	\$63.09
Account 53610 - Building Repairs			
392 - Koorsen Fire & Security, INC	19-Sanitation-monitoring 10/1-12/31/17	10/20/2017	93.18
	Account 53610 - Building Repairs Totals	1	\$93.18
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	16-mats/towel service-9/20/17	10/20/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-mats/towel service-9/27/17	10/20/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-mats/towel service-10/4/17	10/20/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-9/20/17	10/20/2017	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-9/27/17	10/20/2017	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-10/4/17	10/20/2017	7.49
	Account 53920 - Laundry and Other Sanitation Services Totals	6	\$118.08
Account 53950 - Landfill			
52226 - Hoosier Transfer Station-3140	16-trash disposal fees 9/1-9/14/17	10/20/2017	8,744.80
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	16-landfill fees for yardwaste-4/3-9/12/17	10/20/2017	1,650.00
	Account 53950 - Landfill Totals	2	\$10,394.80
	Program 160000 - Main Totals	13	\$10,950.03
	Department 16 - Sanitation Totals	13	\$10,950.03
	Fund 730 - Solid Waste (S6401) Totals	13	\$10,950.03
Fund 800 - Risk Management (\$0203)			
Department 10 - Legal			
Program 100000 - Main			
Account 52430 - Uniforms and Tools			
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear - shoes 342297 Sichuga	10/20/2017	99.99
4291 - Monroe Optical, INC	10 - Shoes and Boots	10/20/2017	7,200.00
	Account 52430 - Uniforms and Tools Totals	2	\$7,299.99
Account 53310 - Printing			
3892 - Midwest Color Printing, INC	10-250 business cards G. Connor	10/20/2017	39.00
	Account 53310 - Printing Totals	1	\$39.00
Account 53410 - Liability / Casualty Premiums			
20275 - The Travelers Indemnity	10-Hacker-Rossok incident-8/9/2016-Leonard Springs Rd	10/20/2017	5,000.00
	Account 53410 - Liability / Casualty Premiums Totals	1	\$5,000.00
Account 53420 - Worker's Comp & Risk			



Vendor	Invoice Description	Date	Invoice Amount
2618 - Southeastern Indiana Health Operations, INC	12 TTD Wages for 10/13/17 pay date INV 1089	10/10/2017	1,936.40
	Account 53420 - Worker's Comp & Risk Totals	1	\$1,936.40
	Program 100000 - Main Totals	5	\$14,275.39
	Department 10 - Legal Totals	5	\$14,275.39
	Fund 800 - Risk Management (S0203) Totals	5	\$14,275.39
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
3977 - Cigna Health & Life Insurance Company	12-Oct2017 Cigna DentalVisionAdmin\$9,132.41	10/20/2017	2,397.58
18539 - Life Insurance Company Of North America	12-Sept 2017 LINA \$31,942.13	10/20/2017	4,112.30
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fee FSA/HSA Gym/Massage for 2017	10/20/2017	1,061.75
	Account 53990 - Other Services and Charges Totals	3	\$7,571.63
Account 53990.1201 - Other Services and Charges H	lealth Insurance		
17785 - The Howard E. Nyhart Company, INC	12-September Wellness Reimbursements	10/12/2017	5,940.78
	Account 53990.1201 - Other Services and Charges Health Insurance Totals	1	\$5,940.78
Account 53990.1278 - Other Services and Charges D	visability LTD		
18539 - Life Insurance Company Of North America	12-Sept 2017 LINA \$31,942.13	10/20/2017	6,000.22
. ,	Account 53990.1278 - Other Services and Charges Disability LTD Totals	1	\$6,000.22
	Program 120000 - Main Totals	5	\$19,512.63
	Department 12 - Human Resources Totals	5	\$19,512.63
	Fund 801 - Health Insurance Trust Totals	5	\$19,512.63
Fund 802 - Fleet Maintenance(\$9500)			
Department 17 - Fleet Maintenance			
Program 170000 - Main			
Account 52230 - Garage and Motor Supplies			
50605 - Bauer Built, INC	17-TIRES	10/20/2017	750.96
4693 - Monroe County Tire & Supply, INC	17-TIRES	10/20/2017	344.52
4693 - Monroe County Tire & Supply, INC	17-TIRES	10/20/2017	697.40
4693 - Monroe County Tire & Supply, INC	17-TIRES	10/20/2017	90.25
4693 - Monroe County Tire & Supply, INC	17-TIRES	10/20/2017	132.07
4693 - Monroe County Tire & Supply, INC	17-TIRES	10/20/2017	586.00
4693 - Monroe County Tire & Supply, INC	17-TIRES	10/20/2017	586.00
4693 - Monroe County Tire & Supply, INC	17-TIRES	10/20/2017	634.88
novo monios sounty in a d supply/ inte	Account 52230 - Garage and Motor Supplies Totals	8	\$3,822.08
Account 52240 - Fuel and Oil		· ·	\$5,522.00
613 - Hoosier Penn Oil Company, INC	17-FLUIDS, OIL	10/20/2017	1,940.65
349 - White River Cooperative, INC	17 - DIESEL AND UNLEADED FUELS	10/20/2017	4,572.00



Vendor	Invoice Description	Date	Invoice Amount
Account 52320 - Motor Vehicle Repair			
19275 - Aqua Pro Pool & Spa Specialists, INC	17 - PUMP LID FOR ANTIFREEZE MACHINE	10/20/2017	24.46
4160 - Roderick Armes (PEI)	17 - FUELMASTER PROKEES	10/20/2017	292.50
244 - Bloomington Ford, INC	17-#496 PARKING BRAKE CABLES	10/20/2017	138.01
244 - Bloomington Ford, INC	17-#409 BOLTS, SEAL	10/20/2017	15.76
244 - Bloomington Ford, INC	17-#409 TRANSMISSION DIPSTICK	10/20/2017	12.54
244 - Bloomington Ford, INC	17-#409 TRANSMISSION DIPSTICK	10/20/2017	49.80
244 - Bloomington Ford, INC	17 - #689 OUTSIDE REPAIR OF NOX SENSOR	10/20/2017	369.07
244 - Bloomington Ford, INC	17 - #138 SEAL	10/20/2017	9.70
244 - Bloomington Ford, INC	17 - #496 FUEL SENSOR	10/20/2017	23.29
244 - Bloomington Ford, INC	17 - #496 TRANS COOLER PARTS AND LUG NUTS AND STUDS	10/20/2017	161.57
244 - Bloomington Ford, INC	17 - #4161 FAN CLUTCH ASSY	10/20/2017	248.28
244 - Bloomington Ford, INC	17 - #223 PIN SCREW, DAMPER AND BUSHINGS	10/20/2017	28.30
244 - Bloomington Ford, INC	17-#829 REAR BUMPER	10/20/2017	414.50
244 - Bloomington Ford, INC	17-#486 SWITCH ASSY	10/20/2017	4.25
244 - Bloomington Ford, INC	17-#127 AIR HOSE	10/20/2017	63.71
244 - Bloomington Ford, INC	17-#496 TRANS COOLER LINES	10/20/2017	98.40
4335 - Circle Distributing, INC	17-MISC PARTS	10/20/2017	60.24
4335 - Circle Distributing, INC	17-MISC PARTS	10/20/2017	108.97
4335 - Circle Distributing, INC	17-#138 CORE RETURN	10/20/2017	(108.97)
4335 - Circle Distributing, INC	17-MISC PARTS	10/20/2017	63.98
4335 - Circle Distributing, INC	17-MISC PARTS	10/20/2017	33.05
4335 - Circle Distributing, INC	17-MISC PARTS	10/20/2017	66.28
4335 - Circle Distributing, INC	17-MISC PARTS	10/20/2017	91.46
4335 - Circle Distributing, INC	17-MISC PARTS	10/20/2017	125.40
4335 - Circle Distributing, INC	17-MISC PARTS	10/20/2017	194.64
4335 - Circle Distributing, INC	17-MISC PARTS	10/20/2017	20.30
13929 - Eckert's Tech Supply, INC	17-MISC PARTS	10/20/2017	154.21
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	17-#331 BULB AND LENS	10/20/2017	29.24
4387 - Force America Distributing, LLC	17-HYD FILTERS	10/20/2017	293.00
18811 - Icemann Arena, INC	17-#889 CHECK VALVE	10/20/2017	87.35
4044 - Industrial Hydraulics, INC	17 - #454 REPAIR OF CYLINDER	10/20/2017	697.19
796 - Interstate Battery System of Bloomington, INC	17-BATTERIES	10/20/2017	159.21
796 - Interstate Battery System of Bloomington, INC	17-BATTERIES	10/20/2017	107.00
796 - Interstate Battery System of Bloomington, INC	17-BATTERIES	10/20/2017	89.00
796 - Interstate Battery System of Bloomington, INC	17-BATTERIES	10/20/2017	79.20
11672 - Jack Doheny Companies, INC	17-#601 START AND IDLE SWITCHES	10/20/2017	238.12
	17-MISC PARTS	10/20/2017	9.60
394 - Kleindorfer Hardware & Variety	17-WISC PARTS	10/20/2017	9.00



Vendor	Invoice Description	Date	Invoice Amount
8181 - Lawson Products, INC	17-MISC PARTS	10/20/2017	188.12
2974 - MacAllister Machinery Co, INC	17-#659 CAMSHAFT, ICP SENSORS AND IPR	10/20/2017	624.93
2974 - MacAllister Machinery Co, INC	17-#439 EXHAUST MANIFOLD W/GASKETS, ORINGS AND STUDS	10/20/2017	367.47
2974 - MacAllister Machinery Co, INC	17-#439 EXHAUST MANIFOLD W/GASKETS, ORINGS AND STUDS	10/20/2017	712.91
4548 - Midwest Motor Supply (Kimball Midwest)	17-BRAKE CLEAN	10/20/2017	454.80
787 - Motor Service Corporation	17-MISC PARTS	10/20/2017	21.30
787 - Motor Service Corporation	17-MISC PARTS	10/20/2017	35.86
4547 - Riddle Tractor Sales, INC	17 - #483 IGNITION SWITCH	10/20/2017	18.45
4547 - Riddle Tractor Sales, INC	17-#751/483 ALTERNATOR, RAD HOSE, FUEL PUMP	10/20/2017	534.91
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - parts for various vehicles - sept statement	10/20/2017	7,574.54
54351 - Sternberg, INC	17-#439 FUEL TANK, INSULATION AND STRAPS	10/20/2017	1,460.19
54351 - Sternberg, INC	17-#482 EXHAUST PIPE AND CLAMPS	10/20/2017	74.90
54351 - Sternberg, INC	17-#428 STARTER	10/20/2017	447.26
54351 - Sternberg, INC	17-#956 DIAGNOSTICS	10/20/2017	220.42
54351 - Sternberg, INC	17-#444 FILTER	10/20/2017	34.58
4139 - Temco Machinery, INC (Global Emergency Products)	17-#396 OUTSIDE DOOR HANDLE	10/20/2017	84.98
950 - Tri-State Bearing Co, INC	17 - stock bearing for leafers	10/20/2017	486.23
4606 - Truck Service, INC	17-#440 LEAF SPRING ASSY AND HARDWARE	10/20/2017	1,130.88
4398 - TruckPro Holding Corporation	17-#950 FAN CLUTCH	10/20/2017	875.78
Č .	Account 52320 - Motor Vehicle Repair Totals	57	\$20,263.67
Account 53620 - Motor Repairs			
244 - Bloomington Ford, INC	17 - #689 OUTSIDE REPAIR OF NOX SENSOR	10/20/2017	487.50
17528 - Jason R Hollers (Hollers Welding)	17 - #599 WELDING REPAIRS TO WATER TRUCK	10/20/2017	675.00
4044 - Industrial Hydraulics, INC	17 - #454 REPAIR OF CYLINDERS	10/20/2017	697.19
4474 - Ken's Westside Service & Towing, LLC	17-TOWING SERVICE	10/20/2017	50.00
4474 - Ken's Westside Service & Towing, LLC	17-TOWING SERVICE	10/20/2017	50.00
4474 - Ken's Westside Service & Towing, LLC	17-TOWING SERVICE	10/20/2017	225.00
4474 - Ken's Westside Service & Towing, LLC	17-TOWING SERVICE	10/20/2017	250.00
4606 - Truck Service, INC	17-CREDIT	10/20/2017	(25.75)
	Account 53620 - Motor Repairs Totals	8	\$2,408.94
Account 53650 - Other Repairs			
395 - Kirby Risk Corp	19-Fleet Maint-plug for welder	10/20/2017	17.59
	Account 53650 - Other Repairs Totals	1	\$17.59
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	10/20/2017	13.32
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	10/20/2017	65.31
	Account 53920 - Laundry and Other Sanitation Services Totals	2	\$78.63
	Program 170000 - Main Totals	78	\$33,103.56
	Department 17 - Fleet Maintenance Totals	78	\$33,103.56



Vendor	Invoice Description	Date	Invoice Amoun
	Fund 802 - Fleet Maintenance(S9500) Totals	78	\$33,103.50
Fund 804 - Insurance Voluntary Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990.1241 - Other Services and Charges V	/ision		
3977 - Cigna Health & Life Insurance Company	12-Oct2017 Cigna DentalVisionAdmin\$9,132.41	10/20/2017	6,734.83
	Account 53990.1241 - Other Services and Charges Vision Totals	1	\$6,734.83
Account 53990.1271 - Other Services and Charges S	Section 125 - URM- City		
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2017	10/10/2017	120.00
17785 - The Howard E. Nyhart Company, INC	12-City URM 2017	10/10/2017	22.7
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/11/2017	173.12
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/11/2017	131.12
	Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	4	\$446.99
Account 53990.1272 - Other Services and Charges S	Section 125 - DDC- City		
17785 - The Howard E. Nyhart Company, INC	12-City DDC 2017	10/10/2017	460.72
	Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals	1	\$460.72
Account 53990.1273 - Other Services and Charges T	Ferm Life		
18539 - Life Insurance Company Of North America	12-Sept 2017 LINA \$31,942.13	10/20/2017	13,627.80
	Account 53990.1273 - Other Services and Charges Term Life Totals	1	\$13,627.80
Account 53990.1277 - Other Services and Charges D	Disability STD		
18539 - Life Insurance Company Of North America	12-Sept 2017 LINA \$31,942.13	10/20/2017	8,201.8
	Account 53990.1277 - Other Services and Charges Disability STD Totals	1	\$8,201.8
Account 53990.1281 - Other Services and Charges S			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2017	10/10/2017	50.00
17785 - The Howard E. Nyhart Company, INC	12-Util URM 2017	10/10/2017	106.99
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/11/2017	77.69
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/11/2017	25.00
	Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals	4	\$259.68
	Program 120000 - Main Totals	12	\$29,731.83
	Department 12 - Human Resources Totals	12	\$29,731.83
	Fund 804 - Insurance Voluntary Trust Totals	12	\$29,731.83
Fund 805 - Unemployment Comp Non-Reverting	·		
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
204 - State Of Indiana	12 Unemployment for August/Sept	10/20/2017	3,843.4
	Account 53990 - Other Services and Charges Totals	1	\$3,843.4
	Program 120000 - Main Totals	1	\$3,843.4
	Department 12 - Human Resources Totals		\$3,843.4



Vendor	Invoice Description	Date	Invoice Amount
	Fund 805 - Unemployment Comp Non-Reverting Totals	1	\$3,843.47
Fund 978 - City 2016 GO Bond Proceeds			
Department 06 - Controller's Office			
Program 06016A - 2016 A Signal Modernization			
Account 54510 - Other Capital Outlays			
5149 - E&B Paving, INC	13-Allen/Walnut, 4th/RogersInv. date 9/27/17 (BC 2017-42)	10/20/2017	65,241.25
18844 - First Financial Bank, N.A.	13-Allen/Walnut & 4th/Rogers-Escrow Inv. Date 9/27/17	10/20/2017	3,433.75
	Account 54510 - Other Capital Outlays Totals	2	\$68,675.00
	Program 06016A - 2016 A Signal Modernization Totals	2	\$68,675.00
Program 06016B - 2016 B Ped/Signal/Intersection			
Account 54510 - Other Capital Outlays			
5149 - E&B Paving, INC	13-Allen/Walnut, 4th/RogersInv. date 9/27/17 (BC 2017-42)	10/20/2017	90,558.75
18844 - First Financial Bank, N.A.	13-Allen/Walnut & 4th/Rogers-Escrow Inv. Date 9/27/17	10/20/2017	4,766.25
	Account 54510 - Other Capital Outlays Totals	2	\$95,325.00
	Program 06016B - 2016 B Ped/Signal/Intersection Totals	2	\$95,325.00
Program 06016G - 2016 G Sanitation Carts			
Account 54510 - Other Capital Outlays			
5697 - Cascade Engineering, INC	16-automated carts-96 gal-580-w/lid	10/20/2017	26,535.00
5697 - Cascade Engineering, INC	16-automated carts-64 gal-800	10/20/2017	30,600.00
5697 - Cascade Engineering, INC	16-automated carts-64 gal-300/35 gal-650-lids	10/20/2017	33,900.00
5697 - Cascade Engineering, INC	16-automated carts-64 gal-300/35 gal-650-lids	10/20/2017	33,900.00
S S	Account 54510 - Other Capital Outlays Totals	4	\$124,935.00
	Program 06016G - 2016 G Sanitation Carts Totals	4	\$124,935.00
	Department 06 - Controller's Office Totals	8	\$288,935.00
	Fund 978 - City 2016 GO Bond Proceeds Totals	8	\$288,935.00
		270	\$630,911.63



Board of Public Works Claim Register Invoice Date Range 09/29/17 - 09/29/17 Bank Fees for August 2017

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101) Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53830 - Bank Charges			-							
18844 - First Financial Bank, N.A.	DeptCC08-17	06-Bank Fees August 2017	Paid by EFT # 19567		09/29/2017	09/29/2017	09/29/2017		09/29/2017	5.00
		2017	1330,	Account 5	3830 - Bank C	Charges Totals	In	voice Transactions	5 1	\$5.00
				P	rogram 010000	- Main Totals	In	voice Transactions	5 1	\$5.00
				Departme	nt 01 - Animal	Shelter Totals	In	voice Transactions	5 1	\$5.00
Department 02 - Public Works										
Program 020000 - Main Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	DeptCC08-17	06-Bank Fees August	Paid by EFT #		09/29/2017	09/29/2017	09/29/2017		09/29/2017	16.64
•		2017	19567				, .,			
					i3830 - Bank C	_		voice Transactions		\$16.64
					rogram 020000			voice Transactions		\$16.64
				Departm	ent 02 - Public	: Works Totals	In	voice Transactions	s 1	\$16.64
Department 06 - Controller's Office Program 060000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	DeptCC08-17	06-Bank Fees August	Paid by EFT #		09/29/2017	09/29/2017	09/29/2017	•	09/29/2017	5.00
		2017	19567							
					3830 - Bank C	_		voice Transactions		\$5.00
					rogram 060000			voice Transactions		\$5.00
Department 12 Blazzina				Department 0	6 - Controller	s Office Lotals	ın	voice Transactions	5 1	\$5.00
Department 13 - Planning Program 130000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	DeptCC08-17	06-Bank Fees August	Paid by EFT #		09/29/2017	09/29/2017	09/29/2017	,	09/29/2017	5.00
		2017	19567	Account 5	3830 - Bank C	harne s Totals	Īr	voice Transaction	e 1	\$5.00
					rogram 130000	_		voice Transaction		\$5.00
					partment 13 - P			voice Transaction		\$5.00
					General Fund (-		voice Transaction		\$31.64
Fund 452 - Parking Facilities(\$9502)						,,				•
Department 26 - Parking										
Program 260000 - Main										
Account 53830 - Bank Charges 18844 - First Financial Bank, N.A.	GarFees08-17	06-Bank Fees August	Doid by FET #		00/20/2017	09/29/2017	09/29/2017	,	09/29/2017	1,586.19
100TF FIRST FINANCIAL DAIR, N.A.	Garreesuo-17	2017	Paid by EFT # 19566		09/29/2017	09/29/2017	09/29/2017		09/29/2017	1,300.19
		2017	13300	Account 5	3830 - Bank (Charges Totals	Ir	voice Transaction	s 1	\$1,586.19
				P	rogram 26000 0) - Main Totals	Ir	voice Transaction	s 1	\$1,586.19
				De	epartment 26 - 1	Parking Totals	Ir	voice Transaction	s 1	\$1,586.19
			1	und 452 - Par l	king Facilities((S9502) Totals	Ir	voice Transaction	s 1	\$1,586.19
Fund 454 - Alternative Transport(\$6301)										
Department 02 - Public Works Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	DeptCC08-17	06-Bank Fees August	Paid by EFT #		09/29/2017	09/29/2017	09/29/2017	,	09/29/2017	8.31
		2017	19567	Account	53830 - Bank (harnes Totalo	T-	voice Transaction	c 1	\$8.31
					rogram 02000 0	_		ivoice Transaction		\$8.31
					nent 02 - Publi c			voice Transaction		\$8.31
			Fund	•	ive Transport(voice Transaction		\$8.31
			. 3/14			Grand Totals		voice Transaction		\$1,626.14
						310110 100013	11	Hunsaction		¥-,0.1



Invoice Date Range 10/04/17 - 10/04/17 Utility Checks

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 401 - Non-Reverting Telecom (\$114	16)			***************************************						
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 53750 - Rentals - Other										
12283 - Smithville Communications	401NMRTN-	28-401 N Morton/ACC-	Paid by Check		10/04/2017	10/04/2017	10/04/2017		10/04/2017	1,614.27
	100117	internet-10/1-10/31/17	# 66320							
				Account 53	750 - Rentals	- Other Totals	In	voice Transaction	s 1	\$1,614.27
				Program 25	4000 - Infrast	ructure Totals	In	voice Transaction	s 1	\$1,614.27
Program 256000 - Services										
Account 53150 - Communications Contrac	:t									
12283 - Smithville Communications	401NMRTN-	28-401 N Morton/ACC-	Paid by Check		10/04/2017	10/04/2017	10/04/2017		10/04/2017	1,136.00
	100117	internet-10/1-10/31/17	# 66320							
			Accour	nt 53150 - Com	munications C	ontract Totals	In	voice Transaction	s 1	\$1,136.00
				Progr	am 256000 - S	ervices Totals	In	voice Transaction	s 1	\$1,136.00
				Department 25 -	Telecommuni	cations Totals	In	voice Transaction	s 2	\$2,750.27
			Fund 40)1 - Non-Rever	ting Telecom (S1146) Totals	In	voice Transaction	s 2	\$2,750.27



Board Of Public Works Claim Register for IU RR Woodlawn Escrow

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 257 - IU RR Woodlawn Escrow Account 10000 - Cash										
399 - American Structurepoint, INC	99620	06-WoodlawnRR Crossing 08-01 to 08-31-	Paid by EFT #		10/10/2017	10/10/2017	10/20/2017		10/20/2017	(488.75)
					Account 10000	- Cash Totals	In	voice Transaction	s 1	(\$488.75)
Department 13 - Planning Program 130000 - Main Account 53170 - Mgt. Fee, Consultants, a	•	OS Maradhaus DD	Dailbu FFT #		10/10/2017	10/10/2017	10/20/2017		10/20/2017	490 75
399 - American Structurepoint, INC	99620	06-WoodlawnRR Crossing 08-01 to 08-31-	Paid by EFT # - 31		10/10/2017	10/10/2017	10/20/2017		10/20/2017	488.75
		Acco	ount 53170 - M g	jt. Fee, Consu	tants, and Wor	kshops Totals	In	voice Transaction	s 1	\$488.75
				1	Program 13000 0	- Main Totals	In	voice Transaction	s 1	\$488.75
				De	partment 13 - P	lanning Totals	In	voice Transaction	s 1	\$488.75
				Fund 257 - IU	RR Woodlawn	Escrow Totals	In	voice Transaction	s 2	\$0.00
						Grand Totals	In	voice Transaction	s 2	\$0.00



Invoice Date Range 10/09/17 - 10/09/17
Purchase of Trash Truck

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 978 - City 2016 GO Bond Proceed	 S							_		
Department 06 - Controller's Office										
Program 06016F - 2016 F 2 Rear loader	Sanitation									
Account 54440 - Motor Equipment										
941 - Central Indiana Truck Equipment	111 684 A	16-DuraPack 5000 rear	Paid by EFT #		10/09/2017	10/09/2017	10/09/2017		10/16/2017	268,334.00
Corporation		load 1 of 2 bond 978-06	- 197 94							
				Account 544	40 - Motor Equ	ipment Totals	In	voice Transaction	s 1	\$268,334.00
			Program 0601	6F - 2016 F 2 F	lear loader Sai	nitation Totals	In	voice Transaction	s 1	\$268,334.00
				Department 0	6 - Controller's	s Office Totals	In	voice Transaction	s 1	\$268,334.00
			Fun	d 978 - City 20	16 GO Bond Pi	oceeds Totals	In	voice Transaction	s 1	\$268,334.00
						Grand Totals	In	voice Transaction	s 1	\$268,334.00

REGISTER OF SIHO CLAIMS

Board: Board Of Public Works

					Bank	
	Date:	Type of Claim	FUND	Description	Transfer	Amount
- 1	8/31/2017	EFT	804	FLEX	9/1/2017	47.58
2	9/1/2017	EFT	804	FLEX	9/5/2017	326.10
3	9/2/2017	EFT	804	FLEX	9/5/2017	182.75
4	9/3/2017	EFT	804	FLEX	9/5/2017	80.00
5	9/5/2017	EFT	804	FLEX/DDC	9/5/2017	980.43
6	9/6/2017	EFT	804	FLEX	9/7/2017	215.83
7	9/2/2017	EFT	804	FLEX	9/7/2017	1,107.74
8	9/7/2017	EFT	804	FLEX	9/6/2017	942.11
9	9/11/2017	EFT	801	IACT	9/12/2017	738,737.17
10	9/8/2017	EFT	804	FLEX	9/11/2017	741.47
11	9/10/2017	EFT	804	FLEX	9/11/2017	40.00
12	9/9/2017	EFT	804	FLEX	9/11/2017	252.69
13	9/9/2017	EFT	804	FLEX	9/11/2017	82.96
14	9/12/2017	EFT	804	FLEX	9/12/2017	192.00
15	9/12/2017	EFT	800	Workers Comp	9/13/2017	1,993.00
16	9/12/2017	EFT	804	FLEX	9/13/2017	145.34
17	9/13/2017	EFT	804	FLEX	9/14/2017	113.00
18	9/13/2017	EFT	804	H.S.A. EE	9/14/2017	16,328.76
19	9/14/2017	EFT	804	FLEX	9/15/2017	125.00
20	9/15/2017	EFT	804	FLEX	9/18/2017	269.00
21	9/16/2017	EFT	804	FLEX	9/18/2017	139.75
22	9/17/2017	EFT	804	FLEX	9/18/2017	21.80
27	9/16/2017	EFT	804	FLEX	9/19/2017	30.00
28	9/19/2017	EFT	804	FLEX/DDC	9/19/2017	236.31
29	9/19/2017	EFT	804	FLEX	9/20/2017	465.80
26	9/20/2017	EFT	804	FLEX	9/21/2017	169.29
30		EFT	800	Workers Comp	9/21/2017	93.547.63
25	9/20/2017	EFT	804	Workers Comp	9/21/2017	459.47
24		EFT	804	Workers Comp	9/21/2017	17,892.87
23		EFT	804	FLEX	9/22/2017	88.88
31	9/22/2017	EFT	800	FLEX	9/25/2017	423.28
32		EFT	800	FLEX	9/25/2017	100.69
33	9/24/2017	EFT	804	FLEX	9/25/2017	52,99
34	9/25/2017	EFT	804	FLEX	9/28/2017	40.00
35	9/26/2017	EFT	804	FLEX	9/26/2017	2,240.00
36	9/26/2017	EFT	804	FLEX	9/27/2017	88.14
37	9/27/2017	EFT	800	Workers Comp	9/27/2017	2,410.70
38	9/27/2017	EFT	801	FLEX	9/28/2017	45.00
39	9/28/2017	EFT	804	FLEX	9/29/2017	512.71
40	9/29/2017	EFT	801	H.S.A. EE	9/29/2017	16,353.76
41	arzarzo (i	EFT	804	FLEX	3,23,2011	10,000.10
42		EFT	804	FLEX		
43		EFT	804	FLEX		
44		EFT	804	FLEX		
45		EFT	804	FLEX		
46		EFT	804	FLEX		
47		EFT	804	FLEX		
48		EFT	801	H.S.A. EE		
49		EFT	804	FLEX		
		EFT	800	Workers Comp		
50			804	FLEX		
51 52		EFT EFT	804 804	FLEX		
52		Eri	004	ruen		898,222.00
		LOWANCE OF CLAIM				030,222.00

ALLOWANCE OF CLAIMS

\$ 898,222.00

Dated this	day of	year of 20	.		
				_	

I herby certify that accordance with IC		isted voucher(s) or	bill(s) is (are) true	and correct and I	have audited same in
		Fiscal Office			

REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

				Bank	
Date:	Type of Claim	FUND	Description	Transfer	Amount
9/29/2017	Bank Fees				1,626.14
10/20/2017	Claims				630,911.63
10/4/2017	Sp Utility Cks				2,750.27
10/20/2017	Woodlawn Ave				488.75
10/16/2017	Central Indiana Truck Ed	quipment- DuraPacl	k 5000 Rear Load		268,334.00
8/1/2017	Month Of August HAS/M	orkComp/MT & Gyi	m/CIGNA		898,222.00
	•				1,802,332.79
		ALLOWANCE C	F CLAIMS		
	of \$ 1,802,332.79 day of ye	ear of 20			
	that each of the above listed ith IC 5-11-10-1.6.	voucher(s) or bill(s)	is (are) true and correct a	and I have audited same i	in
		Fiscal Office			