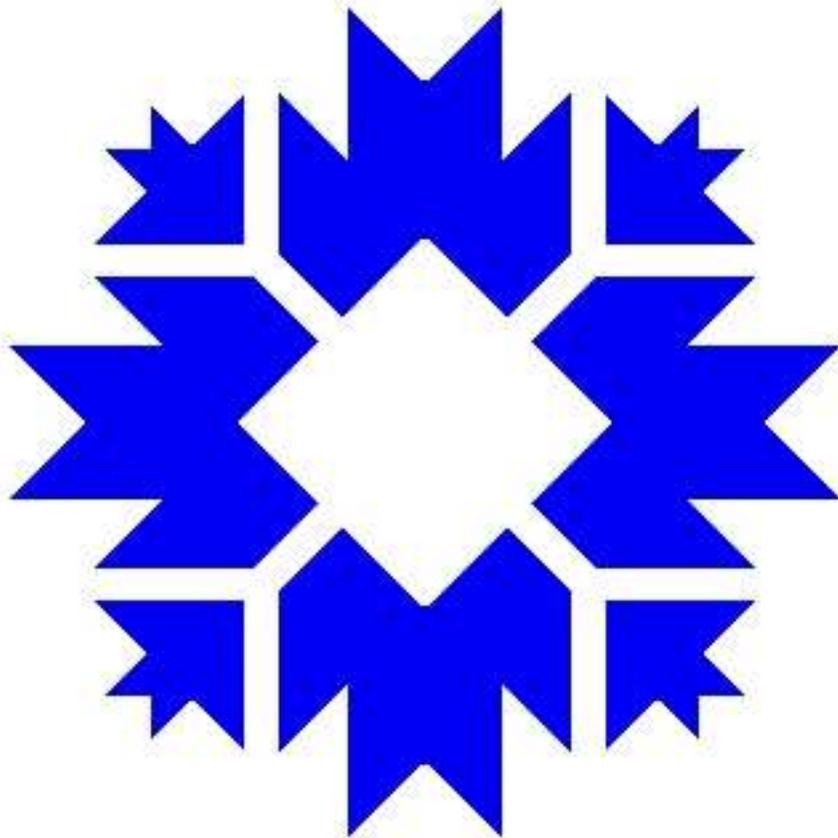


Board of Public Works Meeting

September 18, 2018

Signature Packet



The Board of Public Works meeting was held on Tuesday, September 4, 2018, at 5:32 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
Beth Hollingsworth
Dana Palazzo

City Staff: Mike Arnold – Housing & Neighborhood Development
Liz Carter-Planning & Transportation
Roy Aten-Planning & Transportation
Adam Wason – Public Works
J.D. Boruff – Public Works
Michael Large – Public Works
Jackie Moore – City Legal

None

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

TITLE 6 VIOLATIONS

Mike Arnold, Housing & Neighborhood Development, presented request for Permission to Abate 1633 S. Pinestone Court. See meeting packet for further details.

**Permission to Abate
Property at 1633 S.
Pinestone Court.**

Board Comments:

Hollingsworth asked if the owner lived in town. Arnold said he did not believe so and that all mail had been returned to the City as undeliverable. Arnold asked that the property be set up as a continued abatement for a period of one year.

Hollingsworth made a motion to approve the request for Permission to Abate 1633 S. Pinestone Court. Palazzo seconded. The motion passed. Abatement approved.

1. Approval of Minutes-August 21, 2018
2. Resolution 2018-94: Allow Mobile Vendor to Operate in the Public Right of Way (Top Shotta Jerk Chicken)
3. Resolution 2018-95: Use of Public Street for Bloomingfoods Co Op Vendor Fair (Saturday, 9/22)
4. Resolution 2018-96: Use of Public Street for IU Homecoming Parade (Friday, 10/12)
5. Resolution 2018-97: Use of Public Street and Parking Spaces for Midway Music Festival (Saturday, 9/8)
6. Noise Permit Request Regarding Prayer for Life Walk (Thursday, 10/18)
7. Noise Permit Request Regarding WIUX Live Sessions in People's and Reverend E.B. Parks. (Sunday, 9/9, 9/23, 10/14, 10/21)
8. Approval of Payroll

CONSENT AGENDA

Hollingsworth made a motion to approve the Consent Agenda, Palazzo seconded. Motion passed. Consent Agenda approved.

NEW BUSINESS

Liz Carter, Planning & Transportation, presented the request from Sarge Property Management to Extend Use of Public Right- of- Way for Building Improvements at 100 E. Kirkwood Ave. See meeting packet for details.

Request from Sarge Property Management to Extend Use of Public Right of Way for Building Improvements at 100 E. Kirkwood Ave.

Adam Wason, Public Works, elaborated on the need for the extension. During removal of the siding it was discovered that the façade was brick that needed restoration. Sarge is working to restore the façade to original.

Board Comments:

Palazzo asked if the scaffolding is blocking any of the entry ways into the building. Carter confirms that it is not. Hollingsworth asked if the covering of the scaffolding could be removed since the siding had been removed. Carter explained it was to deter individuals from climbing. Carter is working with the contractor to install a visually pleasing covering.

Palazzo made a motion to approve the Request from Sarge Property Management to Extend Use of Public Right- of- Way for Building Improvements at 100 E. Kirkwood Ave. Hollingsworth seconded. Motion passed. Request is approved.

Liz Carter, Planning & Transportation, presented Resolution 2018-98, Request from RenCon Services to Use Public Right- of- Way for Dumpster Placement on Dunn Street. See meeting packet for details.

Board Comments:

Hollingsworth clarified that the payment of meter fees is for two spaces during the duration of the use of right of way.

Hollingsworth made a motion to approve Resolution 2018-98: Request from RenCon Services to Use Public Right of Way for Dumpster Placement on Dunn Street. Palazzo seconded. Resolution is approved.

Liz Carter, Planning & Transportation, presented Resolution 2018-99, Request from The Foundry to Encroach into the Public Right of Way with Planters on W. Kirkwood Ave. See meeting packet for details.

Board Comments:

Palazzo asked about when construction is set to be completed. Steve Brehob with Smith, Brehob and Assoc., stated that work is scheduled to be done as soon as possible once request is approved.

Hollingsworth made a motion to approve Resolution 2018-99, Request from The Foundry to Encroach into the Public Right of Way with Planters on W. Kirkwood Ave. Palazzo seconded. Motion passed. Resolution is approved.

Liz Carter, Planning & Transportation, presented Request from Umphress Masonry for Use of the Public Right of Way for Building Improvements on N. College Ave. See meeting packet for details.

Board Comments:

Cox Deckard confirmed that the fourteen day window was set to begin on September 5, 2018. Carter confirmed the date. Cox wanted to make sure that the contractor was in touch with Bloomington Transit. Jon Tichenor, Tichenor Inc., confirmed that contact has been made and that the fourteen day window was to mitigate any issues that may occur.

**Resolution 2018-98:
Request from RenCon
Services to Use Public
Right of Way for
Dumpster Placement on
Dunn Street**

**Resolution 2018-99:
Request from The
Foundry to Encroach into
the Public Right of Way
with Planters on W.
Kirkwood Ave.**

**Request from Umphress
Masonry for Use of the
Public Right of Way for
Building Improvements on
N. College Ave.**

Palazzo made a motion to approve Request from Umphress Masonry for Use of the Public Right of Way for Building Improvements on N. College Ave. Hollingsworth seconded. Motion passed. Request is approved.

Liz Carter, Planning & Transportation, presented Noise Permit Request from Pedcor for Concrete Work on Moving Forward Development located at 601 N. Rogers Street. See meeting packet for details.

Noise Permit Request from Pedcor for Concrete Work on Moving Forward Development located at 601 N. Rogers Street

Board Comments:

Hollingsworth asked about the date the job is to be completed. Carter confirmed September 10th starting at 4am until completion of the concrete pour.

Hollingsworth makes a motion to approve Noise Permit Request from Pedcor for Concrete Work on Moving Forward Development located at 601 N. Rogers Street. Palazzo seconded. Motion passed. Noise permit request is approved.

Roy Aten, Planning & Transportation, presented Change Order #9 for the 17th and Arlington Roundabout Project. See meeting packet for details.

Approve Change Order #9 for the 17th and Arlington Roundabout Project

Hollingsworth made a motion to Approve Change Order #9 for the 17th and Arlington Roundabout Project. Palazzo seconded. Motion passed. Change order is approved.

Roy Aten, Planning & Transportation, presented Change Order #2 for the Pedestrian Countdown Timer Project. See meeting packet for details

Approve Change Order #2 for the Pedestrian Countdown Timer Project

Board Comments:

Palazzo asked about the cost differences in removal of street marker lines versus removal of cross walk lines. Aten explained that when cross walk lines are removed it requires the closure of one or more lanes of traffic which is much more involved. Removal of lane lines can be a rolling process that does not require lane or road closure.

Palazzo made a motion to Approve Change Order #2 for the Pedestrian Countdown Timer Project. Hollingsworth seconded. Motion passed. Change order is approved.

Roy Aten, Planning & Transportation, presented the Acceptance of 4 Grants of Perpetual Easements from Indiana University, Woodlawn Ave from 7th to 9th streets. See meeting packet for details.

Acceptance of 4 Grants of Perpetual Easements from Indiana University, Woodlawn Ave from 7th to 9th.

Hollingsworth made a motion to approve Acceptance of 4 Grants of Perpetual Easements from Indiana University, Woodlawn Ave from 7th to 9th streets. Palazzo seconded the motion. Motion is passed. Acceptance is approved.

J.D. Boruff, Public Works, presented Service Agreement with Ryan Fireprotection Inc. for Repairs to the Fire Suppression System at Fire Station #2. See meeting packet for details.

Approve Service Agreement with Ryan Fireprotection Inc. for Repairs to the Fire Suppression System at Fire Station #2

Board Comments:

Hollingsworth asked how long the fire suppression system has not been working. J.D. stated he was not aware of that duration of time.

Hollingsworth made a motion to Approve Service Agreement with Ryan Fireprotection Inc. for Repairs to the Fire Suppression System at Fire Station #2. Palazzo seconded the motion. Motion is passed. Service agreement is approved.

J.D. Boruff, Public Works, presented Service Agreement with Commercial Service for Installation of Air Conditioning Unit at Fire Station #1. See meeting packet for details.

Approve Service Agreement with Commercial Service for Installation of Air Conditioning Unit at Fire Station #1

Board Comments:

Hollingsworth asked about the remodel of the sleeping quarters at Fire Station #1. JD explained that the sleeping quarters are now compartmentalized so that when a call comes in the entire house doesn't have to be woken up, only the affected units. Each unit has individual HVAC systems that are individually controlled.

Hollingsworth made a motion to Approve Service Agreement with Commercial Service for Installation of Air Conditioning Unit at Fire Station #1. Palazzo seconded the motion. Motion passed. Service agreement is approved.

Adam Wason, Public Works, presented Change Order #1 with Ann-Kriss LLC for the South East Stair Tower Painting Project at the Morton Street Garage. See meeting packet for details.

Approve Change Order #1 with Ann-Kriss LLC for the South East Stair Tower Painting Project at the Morton Street Garage

Palazzo made a motion to Approve Change Order #1 with Ann-Kriss LLC for the South East Stair Tower Painting Project at the Morton Street Garage. Hollingsworth seconded the motion. Motion passes. Change order is approved.

Adam Wason, Public Works, presented North East Tower Stairwell Painting Services Agreement with Ann-Kriss LLC at the Morton Street Garage. See meeting packet for details.

Approve North East Tower Stairwell Painting Services Agreement with Ann-Kriss LLC at the Morton Street Garage

Hollingsworth made a motion to Approve North East Tower Stairwell Painting Services Agreement with Ann-Kriss LLC at the Morton Street Garage. Palazzo seconded the motion. Motion passes. Service agreement is approved.

STAFF REPORTS & OTHER BUSINESS

- Wason reports that the property owned by Alex Gul at 2611 E. Roundhill Ln. has been mowed. He thanked Mr. Gul for his understanding and cooperation with resolving the issues at his property.
- Wason promoted adoption from the Bloomington Animal Shelter
- Wason passed along that the milling of Kinser Pike would be taking place September 11th through the 17th.

Hollingsworth moved to approve the Claims Register 08/27/18 to 09/07/18 in the amount of \$1,500,097.53 Palazzo seconded the motion. The motion passed. Claims approved.

APPROVAL OF CLAIMS

Cox Deckard adjourned the meeting at 6:07 pm

ADJOURNMENT

Accepted by:

Kyla Cox Deckard, President

Beth Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:

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: Mobile Vendor in right of way

Petitioner/Representative: Maria del Pilar Gonzalez

Staff Representative: Laurel Waters

Meeting Date: September 18, 2018

Maria del Pila , owner of Pili's Party Taco has applied for a Mobile Vendor License to operate a second food truck. 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.

Staff is supportive of the request.

Recommend **Approval** **Denial** by Laurel Waters

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2018-99**

**Mobile Vendor in Public Right of Way
Maria del Pilar Gonzalez dba Pili's Party Taco Truck #2**

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, Maria del Pilar Gonzalez dba Pili’s Party Taco Truck #2 (“Vendor”) intends to seek 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, an open burn permit issued by the City of Bloomington Fire Department, and all applicable permits required by the Monroe County Health 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

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;

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 September 19, 2018, and ending on September, 18, 2019.

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.

RESOLUTION 2018-

- 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 SEPTEMBER, 2018.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2018-99** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Maria del Pilar Gonzalez dba
Pili's Party Taco Truck #2

Date: _____



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 Length and Fee Application

Length of License:	<input type="checkbox"/> 24 Hours	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 7 Days	<input type="checkbox"/> 30 Days	<input type="checkbox"/> 3 Months	<input type="checkbox"/> 6 Months	<input checked="" type="checkbox"/> 1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350

2. Applicant Information

Name:	Pili's Party Tacos		
Title/Position:	Owner		
Date of Birth:	8/31/75		
Address:	2215 S. Rockport		
City, State, Zip:	Bloomington In. 47403		
E-Mail Address:	pilispartytaco@hotmail.com		
Phone Number:	(812) 219-0539	Mobile Phone:	

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:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

4. Company Information

Name of Employer:	Maria del Pilar Bonzalez			
Address of Employer:	2215 S. Rockport			
City, State, Zip:	Bloomington In. 47403			
Employment Start Date:	Soon if possible	End Date (If known):		
Phone Number:	(812) 219 - 6539			
Website / Email:	pilispartyfaco@hotmail.com			
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
	<input type="checkbox"/> Other:			

5. Company Officer Information

Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.

Name	Address
Maria del Pilar Bonzalez	(812) 219-6539 / 2215 S. Rockport.

6. Company Incorporation Information (For Corporations and LLCs Only)

Date of incorporation or organization:	8/22/10
State of incorporation or organization:	INDIANA
(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

Tacos - Gringa - Torta	
Planned hours of operation:	events (vary)
Place or places where you will conduct business (If private property, attach written permission from property owner):	depends of the place or event.
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 <input checked="" type="checkbox"/> No <input type="checkbox"/>
(If Yes) Provide details	



State Form 48099 (R6/7-17)
Approved by State Board of
Accounts 2016

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 10	AGE 20	ISSUE DATE 08/17/18	PUR DATE 08/10/18	COUNTY 53 - MONROE	TP N	PL YR 18	PLATE TK191NMZ	PL TP GT	WEIGHT 11	PR YR N	LS N	TYPE VA	PRIOR YR PL
EXPIRATION DATE 01/31/19		MUNICIPALITY BLOOMINGTON			VEHICLE YEAR 98	MAKE CHE	MODEL P30	VEHICLE IDENTIFICATION NUMBER 1GBHP32R2W3304910			TYPE VA	COLOR WHI/	
CURRENT YEAR TAX	EXTAX 6.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 6.00	CO. WHEEL/SUR 12.50	MUN. WHEEL/SUR 0.00	STATE REG FEE 45.35	ADMIN FEE 0.00	TOTAL 63.85				
PRIOR YEAR TAX	EXTAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT													



LP
Legal Address
2215 S ROCKPORT RD
BLOOMINGTON, IN 47403



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



46 1/1
8-13

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: 09/05/2018

Business Name: Pilis Party Taco 2

Address: 2215 S ROCKPORT RD
Truck 2
Bloomington, IN 47408

Phone: CELL 812-219-0539

The following permit has been issued:

Permit No. 18-0123

Type: FOOD Temporary Vender/Cooking

Issued Date: 09/05/2018

Effective Date: 09/05/2018

Expiration Date: 09/05/2019

This permit is for a food trailer/vehical operating under the above named and is good for one year from the issue date. All other city rules and ordinance must be followed in conjunction with this permit.

Please contact City of Bloomington Fire for more information.

Inspector: Tim Clapp

Tim Clapp

Date 9/05/2018

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Carmichael Truck & Automotive Service, INC

INSPECTOR'S NAME Denis A INSPECTOR'S PHONE # 812-334-8285

DATE OF INSPECTION 9/5/18

TAXICAB COMPANY Pili Perb Taco LLC

VEHICLE YEAR 1998 MAKE Chevrolet MODEL P30 - Food Truck

VIN 1GBHP32R2W3304910

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓	_____	_____
FLASHERS	✓	_____	_____
REFLECTORS	✓	_____	_____
HORN	✓	_____	_____
WINDSHIELD WIPERS	✓	_____	_____
MIRRORS	✓	_____	_____
SEATBELTS	✓	_____	_____
BUMPER HEIGHT	✓	_____	_____
ALL WINDOWS	✓	_____	_____
MUFFLER	✓	_____	_____
TIRES	✓	_____	_____
BRAKES	✓	x	Depend to pass 9/5/18
DOORS	✓	_____	_____
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: _____

Inspector Signature D. W. A. / Davis A.

Date: Sept. 5, 2018

**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
812.340.3410**

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

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.

María del Pilar González

Name, Printed

M= del Pilar González

Signature

09-05-18

Date Release Signed

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
09/05/2018 12:21 PM

BUSINESS ENTITY REPORT

NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 201608221155053
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME PIL'S PARTY TACO LLC
ENTITY CREATION DATE 08/22/2016
JURISDICTION OF FORMATION Indiana
PRINCIPAL OFFICE ADDRESS 2215 S ROCKPORT RD, Bloomington, IN, 47403, USA

YEARS FILED

YEARS 2018/2019

EFFECTIVE DATE

EFFECTIVE DATE 09/04/2018
EFFECTIVE TIME 4:42 PM

REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME MARIA DEL PILAR GONZALEZ
ADDRESS 2215 S ROCKPORT RD, Bloomington, IN, 47403, USA
SERVICE OF PROCESS EMAIL office@sareassociates.com

I acknowledge that the Service of Process email provided above is the email address at which electronic service of process may be accepted and is publicly viewable.

PRINCIPAL(S)

TITLE Member
NAME MARIA DEL PILAR GONZALEZ MORAN
ADDRESS 2215 S ROCKPORT RD, Bloomington, IN, 47403, USA

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
09/05/2018 12:21 PM

SIGNATURE

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **September 4, 2018**.

SIGNATURE

David Sare

TITLE

CPA

Business ID : 201608221155053
Filing No. : 8010425

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

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.

001974

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 PILLI. 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.

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

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:

Name:

Ul-del Pilar Gonzalez

Signature:

09-05- Ul-del Pilar Gonzalez

Date:

09-05-18

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

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 poles, 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;
 - 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:
 - Be placed approximately 20 feet from a building or structure;
 - Provide a barrier between the grill or device and the general public;
 - 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".
 - 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).

- No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- 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:

Name:

Signature:

Date:

María del Pilar González
M. del Pilar González
08-05-18

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

PILI'S PARTY TACO 2
Maria del Pilar Gonzalez
2215 S. Rockport Rd.
Bloomington, IN 47404

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.

2018

Issued SEP 05 2018

By *Thomas W. Shapero*

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location

8. You are required to secure, attach, and submit the following:

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • 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
<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement.
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input checked="" type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of truck or trailer ^{1/2}
<input checked="" type="checkbox"/>	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

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
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Board of Public Works Staff Report

Project/Event: Holiday Market

Petitioner/Representative: Bloomington Parks and Recreation Dept.

Staff Representative: Sean Starowitz

Meeting Date: September 18, 2018

Event Date: Saturday, November 24, 2018

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 24th, 2018, and is requesting use of the north Showers Parking Lot, Showers Common, Showers Plaza, specific on-street parking spaces and the following streets: North Morton Street between West 7th and 8th Streets from 7:00 AM to 6:00 PM. They are also requesting a Noise Permit.

Staff recommends approval of the request.

**BOARD OF PUBLIC WORKS
RESOLUTION 2018-100**

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 24, 2018 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 7:00 a.m. on November 24, 2018 until 6:00 p.m. on November 24, 2018.
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 7:00 a.m. on Saturday, the 24th day of November, 2018 and to remove barricades and signage by 6:00 p.m. on Saturday, November 24, 2018.
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 24th, 2018.
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.

6. Bloomington Parks and Recreation Department shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.

7. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS _____ DAY OF SEPTEMBER, 2018.

BOARD OF PUBLIC WORKS:

BLOOMINGTON PARKS AND RECREATION:

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice-President

Printed Name

Dana Palazzo, Secretary

Position

Date



CITY OF BLOOMINGTON

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
Contact Phone: 812.349.3725 Mobile Phone: 720.260.0176
Title/Position: Community Events Coordinator of the Arts
Organization: City of Bloomington Parks and Recreation
Address: 401 N Morton St., Suite 250
City, State, Zip: Bloomington, IN 47402
Contact E-Mail Address: ritterc@bloomington.in.gov
Organization E-Mail and URL: <https://bloomington.in.gov/parks>
Org Phone No: 812.349.3700 Fax No: 812.349.3705

2. Any Key Partners Involved (including Food Vendors if applicable)

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 Space(s) Run/Walk Festival Block Party
 Parade Other (Explain below in Description of Event)

Date(s) of Event: Saturday, November 24th

Time of Event: Date: 11/24/18 Start: 10:00 AM Date: 11/24/18
End: 3:00 PM

Setup/Teardown time Needed Date: 11/24/18 Start: 7:00 AM Date: 11/24/18
End: 6:00 PM

Calendar Day of Week: Saturday

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! 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 holiday inspired musical performances throughout the day.

Description of Event: We will have over arts and fine crafts vendors in City Hall as well as visits with St. Nick. We will live reindeer and cookie decorating outside of City Hall on the plaza. The Parks and Recreation mobile stage will be placed in Morton St. along the curb on the west side of the street and performances will happen throughout the 10am-3pm timeframe. The farmers market will be taking place with additional local food and arts and crafts outside as well. There will be carriage rides and train rides provided through vendors along the north side of the Showers building parking lot that will enter and exit the market area. There will be chestnut roasting with a fire in the farmers' market circular stage area. The fire permit has already been approved. There will also be roving carolers and performances from Cardinal Stage Company's Holiday show throughout the market area.

Expected Number of Participants: 12,000

Expected # of vehicles (Use of Parking Spaces to close): 8-10

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
- 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
- A properly executed Maintenance of Traffic Plan
 - *Determine if No Parking Signs will be required * Determine if Barricades will be required
- For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
- Noise Permit application Not applicable
- Beer & Wine Permit Not 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.
- For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
- If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
- Waste and Recycling Plan if more than 100 participates (template attached)

8.

CHECKLIST

- 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
- Approved Parks Special Use Permit (if using a City Park)
- If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

NOTE: The City of Bloomington reserves the right to cancel any event at any time should such event begin to threaten public safety or if an emergency necessitates cancellation.

For City Of Bloomington Use Only

Date Received:

Received By:

Date Approved:

Approved By:

Economic & Sustainable Development

Bloomington Police

Bloomington Fire

Planning & Transportation

Transit

Public Works

Board of Public Works



CITY OF BLOOMINGTON

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: Showers Plaza and City Hall, 401 N Morton St.
 Date of Event: 11/24/18 Time of Event: 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! 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.

Source of Noise: Live Band Instrument Loudspeaker Will Noise be Amplified?
 Yes No

Is this a Charity Event? Yes No If Yes, to Benefit:

Applicant Information

Name: Crystal Ritter
 Organization: City of Bloomington Parks and Recreation Title: Community Events Coordinator
 Physical Address: 401 N Morton St., Suite 250
 Email Address: ritterc@bloomington.in.gov Phone Number: 812.349.3725
 Signature: Date: 8/21/18

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Date

Dana Palazzo, Secretary

Waste and Recycling Management Plan Template

Event name: Holiday Market
Number of expected attendees: +/- 12,000
Number of food vendors: 15-17
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.

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
Cans and plastic bottles	12 clear stream recycling containers, Will recycle with City
Trash	12 trash containers, Will dispose of with the City
Food waste from cookie decorating	Composting Bins

*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: Recycling bins and waste containers will be checked throughout the event by 2 full time parks staff and 4 part-time parks staff. Recycling and waste will disposed of/ recycled in City Hall Trash area at north end of the building.

Vendor and volunteer education and training: We utilize clear stream recycling containers with signage educating the public on what can be recycled in them.

Materials and supplies: 12 trash containers, 12 clear stream recycling containers, compost buckets, black garbage bags, and clear bags for recycling.

Designation of duties: Full time staff will supervise part-time parks staff and volunteers to ensure area is kept clean. Trail Supervisor will empty trash and recycling from containers along the B-Line Trail.

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

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 Bloomington Parks and Recreation Holiday Market to be held on Saturday, November 24th at Showers Plaza and City Hall.

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.

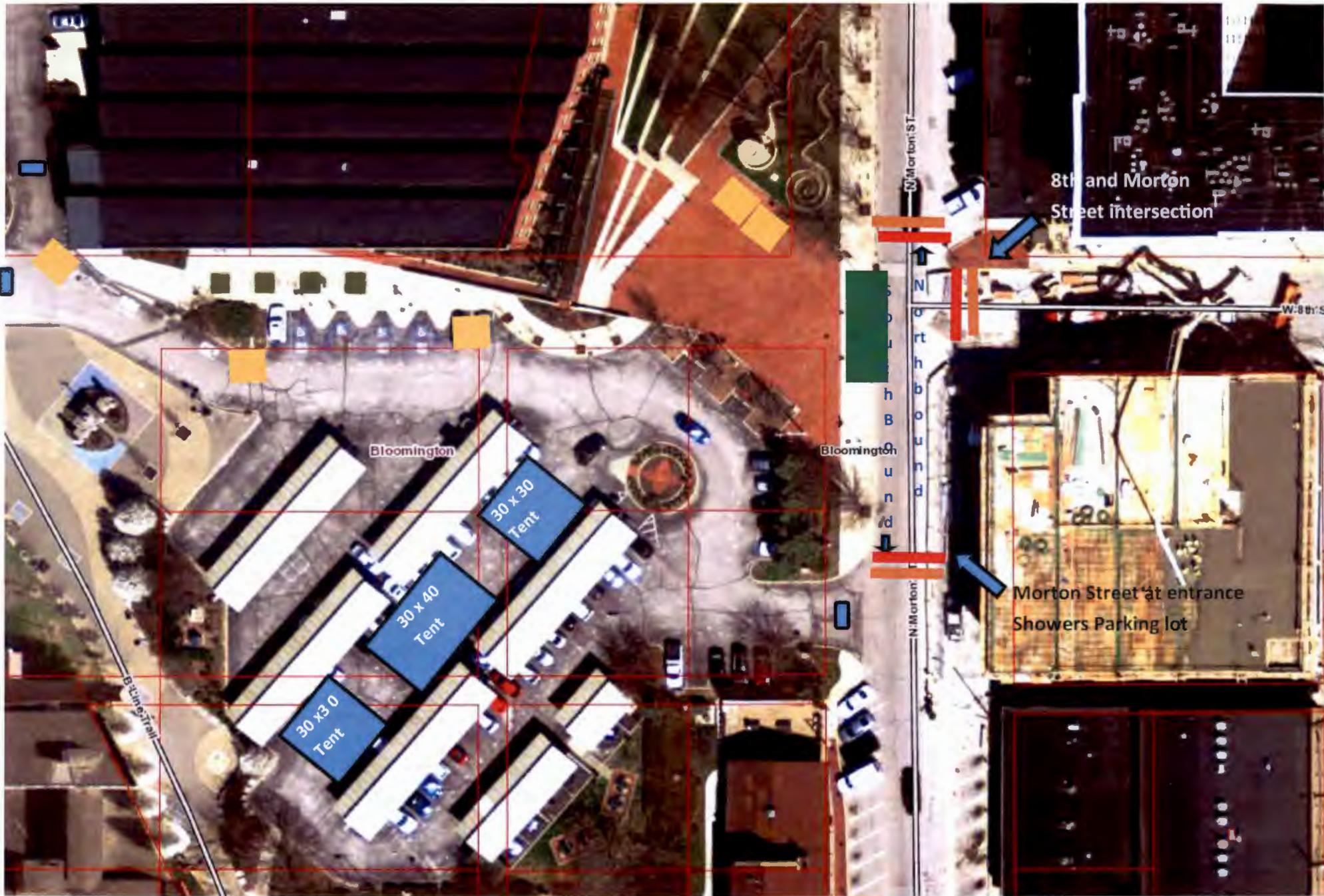
The proposal for the Bloomington Parks and Recreation Holiday Market will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

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 public.works@bloomington.in.gov. 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:
DATE:

2018 Holiday Market



- Type 3 Barricade with Road Closed Signage
- City Vehicle
- Parks Mobile Stage 34'x16'
- 10x10 pop-up tent
- Water filled barricades

2018 Bloomington Community Farmers' Market Map

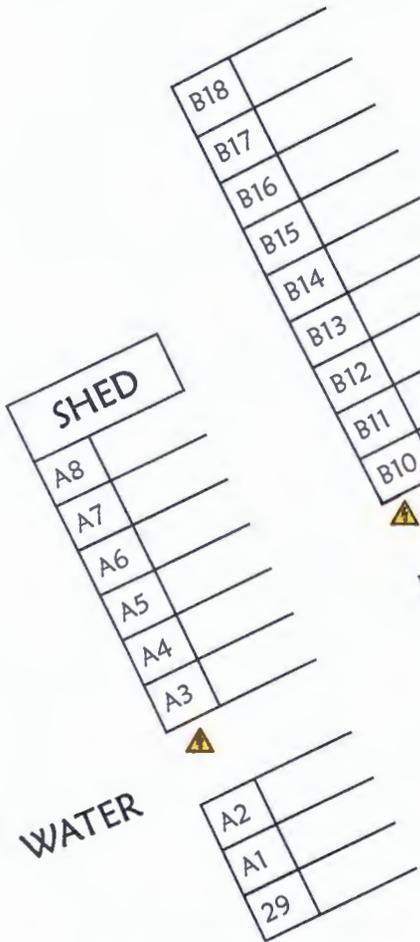
HOLIDAY MARKET

B-Line Trail

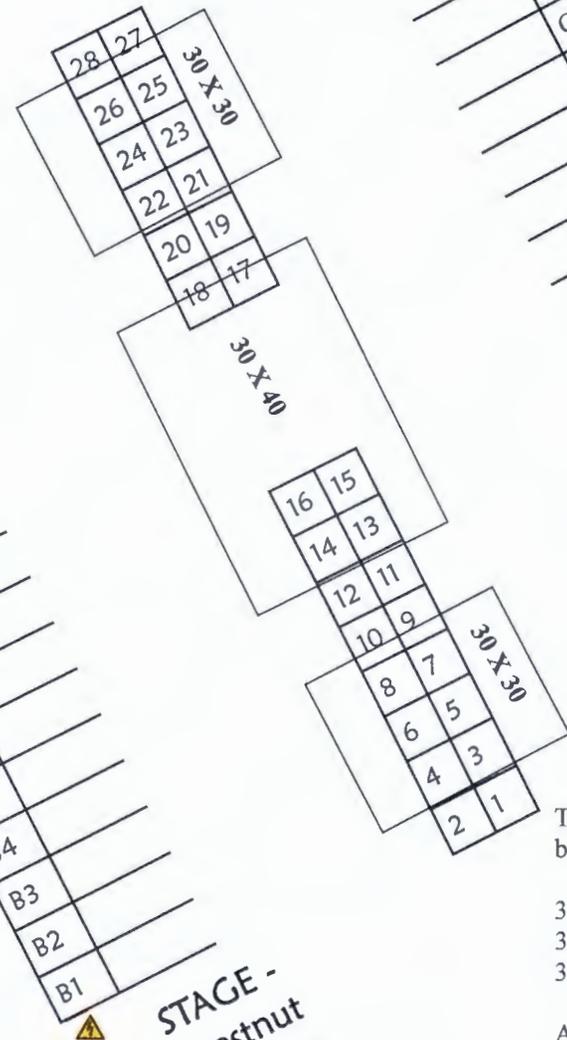
B-Line Plaza

Prepared Foods
Information Alley

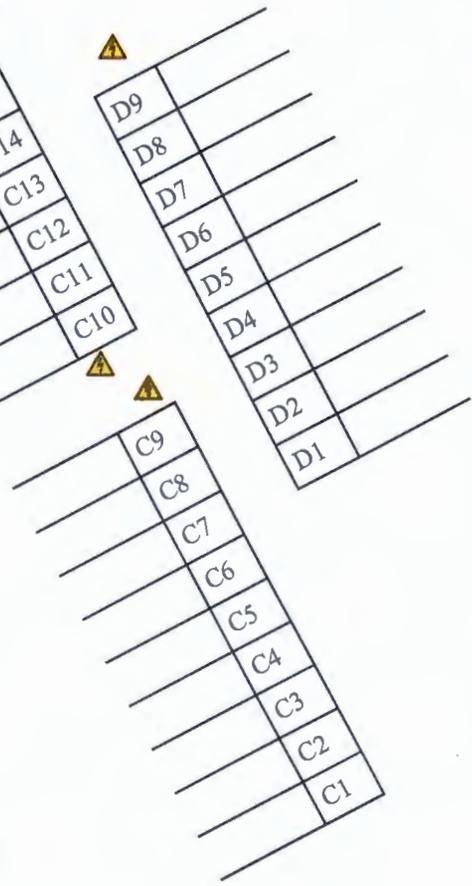
8th Street



WATER



STAGE -
Chestnut
Roasting



CARRIAGE RIDES	E21
	E20
	E19
	E18
	E17
	E16
	E15
	E14
	E13
	E12
	E11

CITY HALL

The center pole on each tent should be placed where these spaces meet:

- 30x30=(1,2,3,4) ;
- 30x40=(11,12,13,14);
- 30x30=(19,20,21,22)

Any questions about tent set up call
Crystal Ritter at 812.349.3725

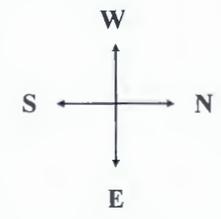
Showers
Plaza

E1	
E2	
E3	
E4	
E5	

E6	E7	E8	E9	E10
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Legend

- Electric Outlet
- Early Exit Space



Morton Street

Project/Event: Breast Cancer Awareness Walk

Petitioner/Representative: Karen Shacklette, Breast Cancer Awareness Walk

Staff Representative: Sean Starowitz

Meeting Date: September 18, 2018

Local walkers in the community will be walking to help raise awareness about Breast Cancer on Saturday, October 27, 2018 from 8:00 a.m. to 10:30 a.m. With a setup up time of 6:30 a.m. and end time of 10:30 a.m.

The 21st Annual Breast Cancer Awareness walk begins at the Showers Plaza, heads east on West 8th Street, South on North College Avenue, east on West Kirkwood Avenue to the Sample Gates, and returns via the same route to Showers Plaza. They will be using the sidewalks but will need to cross some major streets. Bloomington Police Department will provide traffic control for the safety of the walkers.

Organizers anticipate 1000 people to attend. A Noise permit is included in the resolution.

Staff recommends approval of the request.

Recommend **Approval** **Denial** by Sean Starowitz

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2018-101**

Breast Cancer Awareness Walk

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

WHEREAS, Breast Cancer Awareness Walk will sponsor the 21st Annual Breast Cancer Awareness Walk in Bloomington; and

WHEREAS, Breast Cancer Awareness Walk has requested use of public sidewalks for the Breast Cancer Awareness Walk; and

WHEREAS, Breast Cancer Awareness Walk has agreed to provide all traffic control as deemed necessary and instructed by the City of Bloomington Planning and Transportation Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, the Breast Cancer Awareness Walk has agreed to provide the City with a Certificate of Insurance which names the City of Bloomington as an additional insured.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Bloomington approves the event herein described, provided that:

1. The City of Bloomington Board of Public Works declares that Breast Cancer Awareness Walk (hereinafter "Sponsor") may utilize sidewalks and cross the following streets: North Morton Street, North College Avenue, West 8th Street, West 6th Street, and West Kirkwood Avenue to conduct the Breast Cancer Awareness Walk between the 6:30 a.m. and 10:30 a.m. on Saturday, October 27, 2018 with the event start time of 8:00 a.m. and that vehicular traffic may be restricted for short periods of time during this event.
2. Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain permission from the appropriate entity to use Indiana University property.
3. Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 10:30 a.m., Saturday, October 27, 2018.
4. By granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.

RESOLUTION 2018-

5. Sponsor shall be responsible for notifying the general public in advance by notice to the press, Bloomington and IU Transits, local cab companies and all emergency services 48 hours prior to the event and the fact that vehicular traffic may be temporarily delayed at times.

6. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

7. In consideration for the use of the City’s property and to the fullest extent permitted by law, Breast Cancer Awareness Walk, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) 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.

ADOPTED THIS _____ day of _____, 2018

BOARD OF PUBLIC WORKS:

BREAST CANCER AWARENESS WALK

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice-President

Printed Name, Title

Dana Palazzo, Secretary

Position



CITY OF BLOOMINGTON

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: Karen Shacklette
Contact Phone: 812-332-8242 Mobile Phone: 812-322-6603
Title/Position: Committee member
Organization: Breast Cancer Awareness Walk
Address: P.O. Box 0210
City, State, Zip: Bloomington, IN 47402
Contact E-Mail Address: keshaq@aol.com
Organization E-Mail and URL: N/A
Org Phone No: 812-332-8242 Fax No: 812-333-7684

2. Any Key Partners Involved (including Food Vendors if applicable)

Organization Name: None
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 Space(s) Run/Walk Festival Block Party
 Parade Other (Explain below in Description of Event)

Date(s) of Event: October 27, 2018

Time of Event: Date: 10/27/2018 Start: 8 AM Date: 10/27/2018 End: 10:30 AM

Setup/Teardown time Needed Date: 10/27/2018 Start: 6:30 AM Date: 10/27/2018 End: 10:30 AM

Calendar Day of Week: Saturday

Description of Event: Free event for to raise awareness of breast cancer. There is a program honoring women with breast cancer followed by a non-competitive walk on city streets.

Expected Number of Participants: 1000

Expected # of vehicles (Use of Parking Spaces to close): 0

4. IF YOUR EVENT IS A NEIGHBORHOOD BLOCK PARTY, YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

- 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 intersection (where type 3 barricades will be placed)
- Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
- A properly executed Maintenance of Traffic Plan
 - Determine if No Parking Signs will be required. *NO*
- Noise Permit application

IF YOUR EVENT IS A **RUN/WALK/PARADE**, YOU ARE REQUIRED TO SECURE AND ATTACHED THE FOLLOWING: *Moving Events – Use and/or Closure of City Streets/Sidewalks*

- 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
 - 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
- Notification to businesses /residents that 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
- Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no 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. **PENDING**
- A properly executed Maintenance of Traffic Plan
 - *Determine if No Parking Signs will be required *no* * Determine if Barricades will be required *no*
- For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
- Secured a Parade Permit from Bloomington Police Department x 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
- 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
- A properly executed Maintenance of Traffic Plan
 - *Determine if No Parking Signs will be required * Determine if Barricades will be required
- For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
- Noise Permit application Not applicable
- Beer & Wine Permit Not 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.
- For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
- If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
- Waste and Recycling Plan if more than 100 participates (template attached)

**8.
CHECKLIST**

- 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
- Approved Parks Special Use Permit (if using a City Park)
- If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

NOTE: The City of Bloomington reserves the right to cancel any event at any time should such event begin to threaten public safety or if an emergency necessitates cancellation.

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development		SS
	Bloomington Police	9-7-18	Oldham
	Bloomington Fire	9-6-18	J. Johnson
	Planning & Transportation		
	Transit		
	Public Works		
	Board of Public Works		



CITY OF BLOOMINGTON

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: Breast Cancer Awareness Walk
Location of Event: Showers Plaza
Date of Event: October 27, 2018
Calendar Day of Week: Saturday
Time of Event: Start: 8:00 AM
End: 10:30 AM
Description of Event:

Walk to raise awareness of breast cancer

Source of Noise: Live Band Instrument Loudspeaker Will Noise be Amplified?
 Yes No
Is this a Charity Event? Yes No If Yes, to Benefit: ANY PROCEEDS GIVEN TO LOCAL ORG.

Applicant Information

Name: Karen Shacklette
Organization: Breast Cancer Awareness Walk Title: Committee member
Physical Address: 429 S. LANDMARK AVE 47403
Email Address: keshaq@aol.com Phone Number: 812-332-8242
Signature: *Karen Shacklette* Date: 7-24-18

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Kelly M. Boatman, Vice-President

Date

Dana Palazzo, Secretary

Waste and Recycling Management Plan Template

Event name: Breast Cancer Awareness Walk
 Number of expected attendees: 1000
 Number of food vendors: None
 Number of other vendors: 10

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.

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
<Containers>*	<Recycling, composting, etc.>
<Mixed paper>	<Recycling in on-site, designated bins staffed by volunteers>
<Food waste>	<Composting bins, waste bins, etc.>

*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.

Events with over 100 attendees must provide staffed (by paid staff or volunteers) waste management stations to ensure that materials are separated according to the waste and recycling management plan.

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.

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.

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.

BREAST CANCER AWARENESS WALK

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 21st Annual Breast Cancer Awareness Walk.

The Board of Public Works meeting to hear this request will be September 18, 2018. 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 the Breast Cancer Awareness Walk will be on file and may be examined in the Public Works office on the Friday, September 14, 2018 prior to the Tuesday September 18, 2018 meeting.

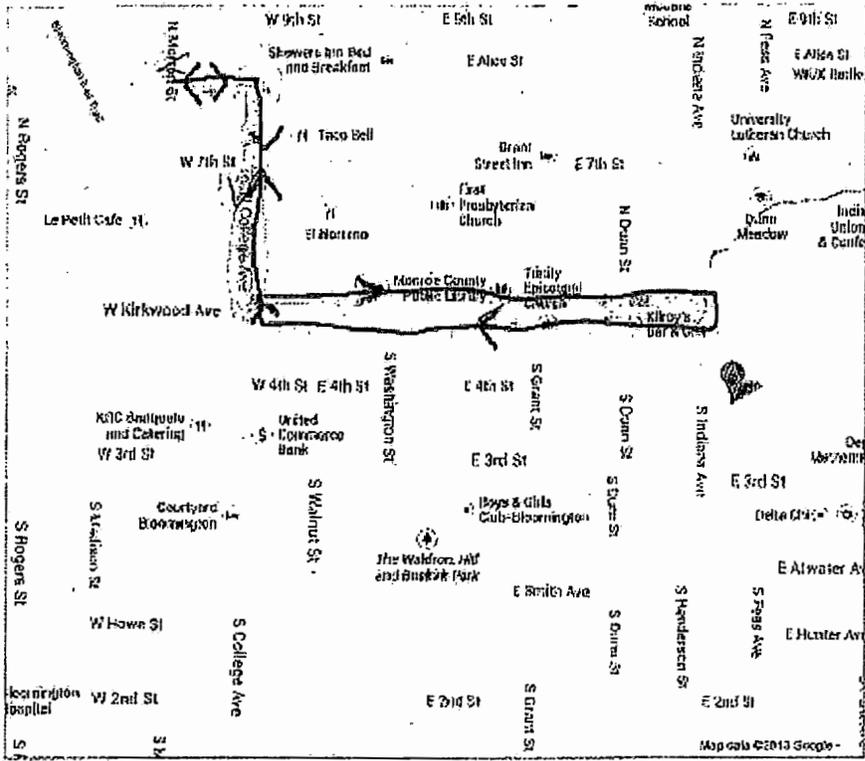
All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER: Karen Shacklette for the Breast Cancer Awareness Walk
DATE: July 24, 2018

21th Annual
 Bloomington's Breast Cancer Awareness Walk
 2018 Route

Google



The walk will begin at Showers Plaza and go east on Morton, South on College, East on Kirkwood up to the Sample Gates, West on Kirkwood to College, North on College and west on Morton.



Board of Public Works Staff Report

Project/Event: IU Fall Cycling Series Street Sprints, October 21, 2018

Petitioner/Representative: Indiana University Student Foundation

Staff Representative: Sean Starowitz

Meeting Date: September 18, 2018

The Indiana University Student Foundation is sponsoring the IU Fall Cycling Series Street Sprints, a bicycle sprint race on Saturday, October 27, 2018 between 12:00 p.m. and 6:00 p.m. raises fund for student scholarships. The Riders race 200 meters from the Library to Kilroys. In the fall semester the series consists of three events, one of which is Street Sprints.

The Sprints will take place on East Kirkwood Avenue between Lincoln Street and Indiana Avenue. They anticipate having 160 entries and more than 1,000 spectators.

City Staff supports the request.

Recommend **Approval** **Denial** by Sean Starowitz

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2018-**

IU FALL CYCLING SERIES STREET SPRINTS

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

WHEREAS, the Indiana University Student Foundation has requested use of public streets to conduct an IU Street Sprints bicycle race as part of their Fall Cycling Series; and

WHEREAS, the Indiana University Student Foundation has agreed to provide all traffic control as deemed necessary and as instructed by Bloomington Planning and Transportation Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, the Indiana University Student Foundation has agreed to provide the City with a Certificate of Insurance which names the City of Bloomington as an additional insured.

NOW, THEREFORE, BE IT RESOLVED THAT the

lares that Indiana University Student Foundation (hereinafter "Sponsor") may close East Kirkwood Avenue between Lincoln Street and Indiana Avenue to conduct an IU Fall Cycling Series Street Sprints event between the hours of 12:00 p.m. and 6:00 p.m., with set up and tear down times beginning at 9:00 a.m. and ending at 7:00 p.m. on Saturday, October 27, 2018.

1. Sponsor shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. Sponsor agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. Sponsor agrees to close the streets not before 9:00 a.m. on Saturday, October 27, 2018 and to remove barricades and signage by 7:00 p.m. on Saturday, October 27, 2018.
2. Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from any and all appropriate entities the necessary permission to use private property.
3. Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 7:00 p.m., Saturday, October 27, 2018.
4. That by granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.
5. 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.
6. Sponsor shall be responsible for placing "No Parking" signs 24 hours in advance of event. Those signs will be available in the Public Works Office.

7. Sponsor shall be responsible for notifying all emergency services, transit companies and cab companies by written notice and to the general public by notice to the press at least 48 hours in advance of the event. Flyers shall be hand delivered to all businesses affected by the traffic restriction. Notice shall include date and time of the event and the fact that vehicular traffic may be temporarily delayed at times.
8. Indiana University Student Foundation, 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.
9. _____, by signing this agreement, represents that she/he has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS _____ DAY OF _____, 2018

BOARD OF PUBLIC WORKS

INDIANA UNIVERSITY STUDENT FOUNDATION

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice-President

Printed Name and Title

Dana Palazzo, Secretary

Date

719



CITY OF BLOOMINGTON

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:	Andrea L Balzano		
Contact Phone:	(812) 855-1937	Mobile Phone:	(574) 320-9125
Title/Position:	Little 500 Race Director		
Organization:	IU Student Foundation		
Address:	1606 N Fee Lane		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	albalzan@indiana.edu		
Organization E-Mail and URL:	iusf@indiana.edu / https://iusf.indiana.edu/		
Org Phone No:	(812) 855-9152	Fax No:	(812) 855-0842

2. Any Key Partners Involved (including Food Vendors if applicable)

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	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input checked="" type="checkbox"/> Other (Explain below in Description of Event)		
Date(s) of Event:	Saturday, October 27, 2018		
Time of Event:	Date: 10-27-18 Start: 12:00 pm	Date: 10-27-18	End: 6:00 pm
Setup/Teardown time Needed	Date: 10-27-18 Start: 9:00 am	Date: 10-27-18	End: 7:00 pm
Calendar Day of Week:	Saturday		
Description of Event:	<p>The Little 500 raises funds for student scholarships. In the fall semester, we hold our Fall Cycling Series to engage our students during the fall semester. This series consists of three events, one of which is Street Sprints, which we will hold on Saturday, October 21st. We love to engage the Bloomington community and give our students the opportunity to race their bikes outside of Bill Armstrong Stadium. Riders race 200 meters from the library to Kilroys.</p>		
Expected Number of Participants:	160	Expected # of vehicles (Use of Parking Spaces to close): 0—we need to close the road and NO cars can be parked on the road for safety reasons	

4. IF YOUR EVENT IS A **NEIGHBORHOOD BLOCK PARTY**, YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

<input type="checkbox"/>	<p>A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)</p> <ul style="list-style-type: none"> • 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 intersection (where type 3 barricades will be placed)
<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	<p>A properly executed Maintenance of Traffic Plan</p> <ul style="list-style-type: none"> • Determine if No Parking Signs will be required
<input type="checkbox"/>	Noise Permit application

IF YOUR EVENT IS A **RUN/WALK/PARADE**, YOU ARE REQUIRED TO SECURE AND ATTACHED THE FOLLOWING: *Moving Events – Use and/or Closure of City Streets/Sidewalks*

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> • 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
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no 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.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	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

<input type="checkbox"/>	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 <ul style="list-style-type: none"> • 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
<input type="checkbox"/>	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)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable

<input type="checkbox"/>	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.
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**8.
CHECKLIST**

<input checked="" type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <input checked="" type="checkbox"/> Detailed Map <input checked="" type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input checked="" type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input checked="" type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable) Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input checked="" type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

NOTE: The City of Bloomington reserves the right to cancel any event at any time should such event begin to threaten public safety or if an emergency necessitates cancellation.

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development		
	Bloomington Police	7-19	Oldham
	Bloomington Fire		
	Planning & Transportation		
	Transit		
	Public Works		
	Board of Public Works		

Waste and Recycling Management Plan Template

Event name: _____
 Number of expected attendees: _____
 Number of food vendors: _____
 Number of other vendors: _____

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.

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
<Containers>*	<Recycling, composting, etc.>
<Mixed paper>	<Recycling in on-site, designated bins staffed by volunteers>
<Food waste>	<Composting bins, waste bins, etc.>

*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.

Events with over 100 attendees must provide staffed (by paid staff or volunteers) waste management stations to ensure that materials are separated according to the waste and recycling management plan.

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.

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.

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.

IUSF Little 500 Street Sprints

Kirkwood Avenue between Lincoln and Indiana

Saturday, October 27th, 2018

12:00 pm – 6:00 pm (with set up beginning at 9:00 am)

of expected attendees: 160

of food vendors: 0

of other vendors: 0

Designated waste and recycling manager: IUSF Little 500 Race Director Andrea Balzano will brief all IUSF volunteers about properly depositing trash and recyclable products at the event. We will choose one individual to be the manager to ensure that products get placed in the correct receptacles.

Targeted waste:

Type of waste	Collection plan
Water and sports drink bottles	Recycling
Energy goo, beans, blocks wrappers	Waste bins
Zip ties, tape	Waste bins

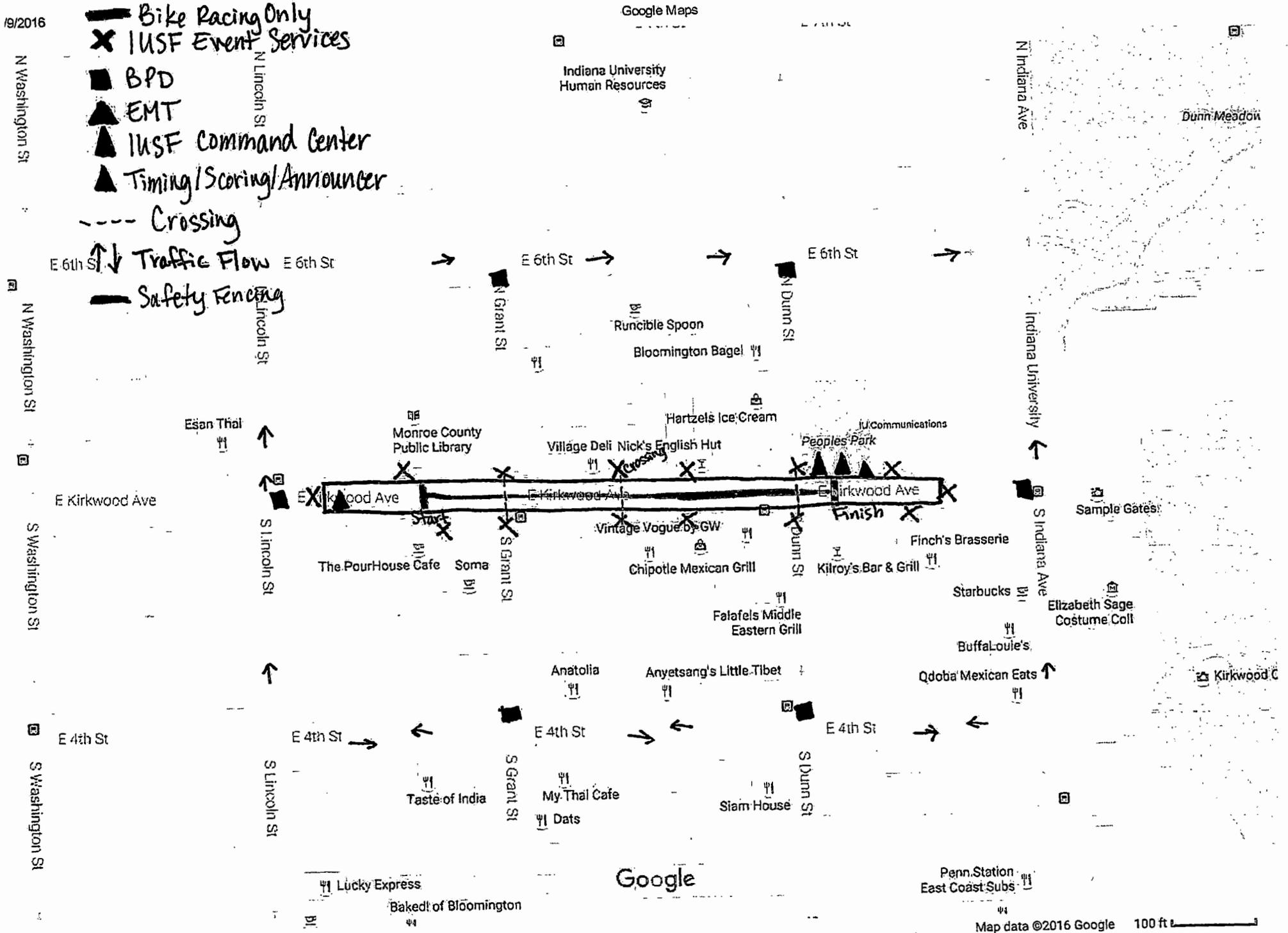
Collection and hauling system: We will be using the waste and recycling bins already located on Kirkwood and the crossing streets. We will verbally direct participants to properly dispose of their trash and recyclable materials over our microphone. All volunteers will be briefed as a reminder to place items in the correct bins.

- Bike Racing Only
- IUSF Event Services
- BPD
- EMT
- IUSF Command Center
- Timing/Scoring/Announcer

--- Crossing

↑↓ Traffic Flow

— Safety Fencing



Google

Penn. Station East Coast Subs

Map data ©2016 Google 100 ft



Board of Public Works Staff Report

Project/Event: Jill Behrman 5K Color the Campus Run
Petitioner/Representative: Indiana University Recreational Sports
Staff Representative: Sean Starowitz
Meeting Date: September 18, 2018

Indiana University Campus Recreational Sports is sponsoring the 15th Annual Jill Behrman 5K Color the Campus Run October 27th from 11:00 a.m. – 1:30 p.m. with a setup/teardown time of 7:00 a.m. to 2:30 p.m. Funds raised support the Jill Behrman Emerging Leader Scholarship and are used to fund assault awareness and self-defense workshops. The run begins at the SRSC and traverses the following public streets which comprise three “color zones”: N. Fee Lane, E. 7th Street, Indiana Avenue, N. Union Street, and E. 10th Street. Security for the race will be provided by IUPD.

A parade permit has been issued by BPD pending approval of this request by the Board of Public Works.

Recommend **Approval** **Denial** by Sean M. Starowitz

**BOARD OF PUBLIC WORKS
RESOLUTION 2018- 103**

JILL BEHRMAN 5K COLOR THE CAMPUS RUN

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

WHEREAS, Indiana University Campus Recreational Sports has requested use of city streets to conduct the a 5K race, which provides support for the Jill Behrman Emerging Leader Scholarship and funds assault awareness and self-defense workshops; and

WHEREAS, Indiana University Campus Recreational Sports has agreed to provide any traffic control as deemed necessary and as instructed by Bloomington Planning & Transportation Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, Indiana University Campus Recreational Sports, herein after “Sponsors”, has agreed to provide the city with a Certificate of Insurance which names the City of Bloomington as an additional insured.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Bloomington approves the event herein described, provided that:

1. The City of Bloomington Board of Public Works agrees that City streets may be utilized to conduct the Jill Behrman 5K Color the Campus Run between the hours of 7:00 a.m. and 2:30 p.m. with the event time of 11:00 a.m. to 1:30 p.m. on Saturday, October 27, 2018.
2. The City of Bloomington Board of Public Works agrees that vehicular traffic may be restricted for short periods of time on sections of city streets as per the map shown.
3. The sponsors agree to be responsible for setting up barricades as instructed by City of Bloomington Planning & Transportation or the Bloomington Police Department.
4. By granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.
5. The sponsors shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from the appropriate entity for permission to use Indiana University property.
6. The sponsors shall be responsible for all clean-up that may be necessary as a result of

the event to be completed by 2:30 p.m. Saturday, October 27, 2018.

- 7. The sponsors shall be responsible for notifying all emergency services, transit companies and local cab companies by written notice and to the general public by notice to the press well in advance of the event. Signs should be installed on routes as directed by City staff to inform the general public of possible delays on the day of the event. Notice and signs shall include date and time of the event and the fact that vehicular traffic may be temporarily delayed at times.
- 8. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.
- 9. In consideration for the use of the City’s property and to the fullest extent permitted by law, Indiana University Campus Recreational Sports, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) 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.

ADOPTED THIS ____ DAY OF _____, 2018.

BOARD OF PUBLIC WORKS:

IU Campus Recreational Sports

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice-President

Printed Name, Title

Dana Palazzo, Secretary

Position

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:	Katie Landrum		
Contact Phone:	812-856-0033	Mobile Phone:	765-661-5579
Title/Position:	Coordinator, Outreach & Programming		
Organization:	Indiana University Campus Recreational Sports		
Address:	WIC 290, 1025 E 7 th Street		
City, State, Zip:	Bloomington, IN, 47405		
Contact E-Mail Address:	katiland@indiana.edu		
Organization E-Mail and URL:	http://recsports.indiana.edu/home.php		
Org Phone No:	812-855-5222	Fax No:	812-855-8809

2. Any Key Partners Involved (including Food Vendors if applicable)

Organization Name:	Buceto's Smiling Teeth		
Address:	115 South SR 46 BYP – Suite B		
City, State, Zip:	Bloomington, IN, 47408		
Contact E-Mail Address:	paul@bucetos.com		
Phone Number:	(317) 627-6235	Mobile Phone:	
Organization Name:	Mr. Delivery		
Address:	118 S. Rogers St		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	jthompson@mrdelivery.com		
Phone Number:	812-330-7293	Mobile Phone:	
Organization Name:	Kroger		
Address:	1175 S College Mall Rd		
City, State, Zip:	Bloomington, IN 47401		
E-Mail Address:	Michelle.terrell@stores.kroger.com		
Phone Number:	812-333-5766	Mobile Phone:	

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input checked="" type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Saturday, October 27, 2018	
Time of Event:	Date: October 27, 2018 Start: 11:00AM Date: October 27, 2018 End: 1:30 PM	
Setup/Teardown time Needed	Date: October 27, 2018 Start: 7:00 AM Date: October 27, 2018 End: 2:30 PM	
Calendar Day of Week:	Saturday	
Description of Event:	The Jill Behrman 5K is IU's only color run. The event starts and ends at the SRSC on Law Lane and encompasses 5 color zones and various entertainment along the route. Before and after the event, participants gather in the SRSC's loading dock for a dance party with RS Group Exercise Leaders. Hospitality is provided at the end of the event on Law Lane.	
Expected Number of Participants:	2,000	Expected # of vehicles (Use of Parking Spaces to close): 200 parking in the SRSC and adjacent lots. Most people walk to the event.

4. IF YOUR EVENT IS A NEIGHBORHOOD BLOCK PARTY, YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> • 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 intersection (where type 3 barricades will be placed)
<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> • Determine if No Parking Signs will be required
<input type="checkbox"/>	Noise Permit application

IF YOUR EVENT IS A RUN/WALK/PARADE, YOU ARE REQUIRED TO SECURE AND ATTACHED THE FOLLOWING: *Moving Events – Use and/or Closure of City Streets/Sidewalks*

✓	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> • 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
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached) – See attached Risk Management Plan
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit ✓Not applicable
<input type="checkbox"/> In Progress	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no 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. – Note: COI request has been submitted to INLOCC
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan – See attached Event Map and Risk Management Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
✓	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
✓	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
✓	Noise Permit application <input type="checkbox"/> 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

<input type="checkbox"/>	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 <ul style="list-style-type: none"> • 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
<input type="checkbox"/>	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)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable

<input type="checkbox"/>	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.
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**8.
CHECKLIST**

<input checked="" type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <input checked="" type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) – see attached risk management plan <input checked="" type="checkbox"/> Maintenance of Traffic Plan – location of IUPD and barricades in included on event map <input checked="" type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance - Pending <input checked="" type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) – Not Applicable <input checked="" type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park) – Not Applicable
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection) Food permits are submitted to IU Environmental Health & Safety

NOTE: The City of Bloomington reserves the right to cancel any event at any time should such event begin to threaten public safety or if an emergency necessitates cancellation.

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development		SS
	Bloomington Police	9-6-18	Chham
	Bloomington Fire	9-10-18	J Johnson
	Planning & Transportation	8-27	D Backler
	Transit		
	Public Works		
	Board of Public Works		



CITY OF BLOOMINGTON

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:	Jill Behrman Color the Campus 5K		
Location of Event:	SRSC, 1601 Law Lane, Bloomington IN 47405		
Date of Event:	10/27/2018	Time of Event:	Start: 11:00 AM
Calendar Day of Week:	Saturday		End: 1:30 PM
Description of Event:	<p>The Jill Behrman 5K is IU's only color run. The event starts and ends at the SRSC on Law Lane and encompasses 4 color zones and various entertainment along the route. Before and after the event, participants gather in the SRSC's loading dock for a dance party with RS Group Exercise Leaders. Hospitality is provided at the end of the event on Law Lane.</p> <ul style="list-style-type: none"> Amplified sound/loudspeaker will be located at the SRSC. Drumline on the corner of Law Lane and Jordan Ave. <p>Music will be played from at the SRSC from 11AM until 1:30PM. All other locations will be from 11AM until 12:30PM at the latest</p>		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit: Proceeds in part fund the Jill Behrman Emerging Leader Scholarship	

Applicant Information

Name:	Katie Landrum		
Organization:	Indiana University Campus Recreational Sports	Title:	Coordinator, Outreach and Programming
Physical Address:	WIC 290, 1025 E 7 th St., Bloomington, IN 47405		
Email Address:	katiland@indiana.edu	Phone Number:	812-856-0033
Signature:	Katie L. Landrum	Date:	08/22/2018

FOR CITY OF BLOOMINGTON USE ONLY

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

Risk Management Plan

EVENT: JB5K Color the Campus

DATE OF EVENT: October 27, 2018

OSOC: Justin Caldwell

PRE-EVENT NOTIFICATIONS

Email notification will be sent out to the following groups at the times scheduled below:

Business/Organization	Method	Timing
Campus and Bloomington Bus Systems	Email	Mid Sept and 2 weeks prior to the event
IU Health Ambulance Service & Bloomington Fire Department	Email	Mid Sept and 2 weeks prior to the event
IU Greek life	Email	Mid-September & 1 week prior to event
IU Residential Programs & Services	Email	Mid-September & 1 week prior to event
Effected campus buildings	Email	Mid-September & 1 week prior to event

Sample email:

Bloomington Police Department, Bloomington Fire Department, Campus Bus Service, Bloomington Transit, IU Health Ambulance Service

Dear [],

On Saturday October 21st, Indiana University Campus Recreational Sports will be hosting the 18th annual Jill Behrman 5K. We are expecting around 2,000 participants and volunteers at this event, which will start at 11:00 am and end at approximately 1:00 pm. The race route starts at the Student Recreational Sports Center (SRSC) on Law Lane and winds through central campus and back to the SRSC.

*We wanted you to be aware of temporary road closures that you may encounter during this time. **Please see that attached map.** IUPD is providing safety and traffic control throughout the event. Please let us know if you have any questions.*

Best,

EMERGENCY RESPONSE:

1. Request that four (4) Risk Management First Responders be scheduled for the event to be on site stationed in the following locations with appropriate emergency equipment including standard FA equipment, RS radio, accident/incident reports, UP-PDT kit and AED & radios equipped with ear pieces.

Location	On-site at location
SRSC First Aid tent	9:30 AM
Between color zones 1 (east entrance to SPH) and 2 (north side of the Neal Marshall Center)	10:45 AM
At color zone 3 on Sunrise	10:45 AM
Central Campus near the water stop on the back side of the IMU	10:45 AM
Intersection of 10 th street and the Arboretum	10:45 AM

2. The Assistant Director for Risk Management will request ALS (Advance Life Support) person with non-transport vehicle coverage for the event.
3. A map of the race route with IUPD coverage locations can be found on the last page of this document. IUPD will be responsible for managing traffic along the event route. This map will be distributed to the RS RMFR staff and the IU Health Ambulance Service by the RS assistant director for Risk Management.
4. Facility Support & the RS staff assigned to race route logistics will be responsible for setting up barricades along the race route.
5. Jon West and Mike Grannan will be responsible for inspecting the course and insuring that IUPD, the Risk Management First Responders and emergency response units are in their designated locations with appropriate equipment.
6. Sgt. Brian Oliger is the POC for IUPD. 18 IUPD officers will be stationed throughout the course with lead and trailing officers on bicycles. The lead and trailing officers are in constant contact with the other officers providing race coverage in order to effectively and safely manage traffic.
7. IU Health non-transport vehicle will be stationed on Woodlawn Avenue in the alley to the west of Ernie Pyle Hall. They will be on-site from 10:30am-12:30pm. After that time the RS RMFR will continue to be stationed at the SRSC loading dock area until the event closes at 1:30pm.

8. Volunteers will be given the following instructions on a sheet of paper to have with them on race day:

IMPORTANT SAFETY INFORMATION

The safety of the participants and volunteers is of utmost importance to us. In the event of a medical or other emergency:

- Call **911** immediately
- Then call 812-855-3225 (Recreational Sports emergency phone)

Please note that IUPD officers are stationed throughout the race route so emergency personnel can be on the scene quickly.

PLEASE RETURN ANY SUPPLIES TO THE INFORMATION TENT AT THE SRSC AFTER THE EVENT AND JOIN IN THE DANCE PARTY! THERE WILL BE PLENTY OF POWDER LEFT FOR YOU!

9. The On-Site/On-Call professional will be at the race monitoring the cell phone. If they receive a call, they will go to the site of the accident in order to assist with the situation and to gather information.
10. In the event of an accident, the RMFR will attempt to reach IU Health Bloomington Ambulance (stationed at Woodlawn & 7th Street) via radio on Channel 3. If the ambulance service cannot be reached after two attempts, then the RMFR is directed to call a Code Red through WIC Member Services.
- a. Jon West will respond to all accidents/incidents throughout the course to ensure continuity and efficiency of care in coordinating between IU Health Ambulance Service and Risk Management First Responders
11. All Recreational Sports personnel and volunteers will be directed to call 911 first in the event of an emergency. The ambulance on site and IUPD will both then be alerted by the emergency dispatcher and able to respond quickly.

COMMUNICATION:

1. In the event of an emergency, WIC Member Services will call the On-Site/On-Call professional on the OSOC cell phone and radio Jon West who will direct the appropriate RMFR to respond. All others should remain in their assigned locations unless otherwise directed.

2. Staff members will be asked to bring RS communication radios to the event to assist with communication. All facility support staff will be issued radios.

Person	Has	Area	Radio
Geary, Chris		General	Check out a ext mic radio from SRSC- MG will get you the earpiece
Landrum, Katie & Dasovich, Kyra		General	Check out a ext mic radio from SRSC- MG will get you the earpiece
Puterbaugh, Jackie		General	Check out from SRSC
West, Jon	loaner	Risk Mgmt	Scanning radio w/ earpiece
Grannan, Mike	loaner	Risk Mgmt	Scanning radio w/ earpiece
RMFR (4)		Risk Mgmt	Jon will get Radios from SRSC for RM's
IUPD (2)		Risk Mgmt	Mike will provide distribute one or two radios to IUPD
BHAS		Risk Mgmt	Jon will distribute one radio from Mike
Arvin, Chris	*	Race Route	Issued
Whittaker, Brad		Race Route	WIC
Pedersen, John	*	Facility Support	Issued
Cox, Tom	*	Facility Support	Issued
O'Donnell, James	*	Facility Support	Issued
Polley, Will	*	Facility Support	Issued
Edelbrock, Kellen	*	Color Zone Support	Issued
Kido, Satoshi	*	Color Zone 1 – Law Lane	WIC
Kasprzycki, Wally		Color Zone 2 – SPH	WIC
Jones, Rebecca		Color Zone 3 – Neal-Marshall	WIC
Wrenholt, Dan		Color Zone 4 - Teeter	SRSC
Chopra, Chris		Water Stop 1	WIC
Struble, Adam		Water Stop 2	WUC
Arvin, Chris	*	Race Route	Issued
Whittaker, Brad		Race Route	WIC
Graskewitz, Brett	*	Race Route	Issued
Fry, Andy	*	Race Route	Issued
Bieser, Katie		Race Route	WIC
Booe, Carlie		Race Route	WIC
Heeter, Steve	*	Registration	Issued
Gartland, Emily		Group Ex	SRSC

3. Radio communication for the race will take place on Channel 3 as to not interfere with other RS radio communication. Jon's radio will scan channels 1 & 3.
4. **Important**- After the race, staff will be reminded to turn their radio in immediately upon their return to the SRSC before it gets saturated with powder. The radios that get powder on them **must** be cleaned and inspected before they get returned to the respective EQ's for check out. So- if it is clean, return it, put it up, or lock it down somewhere before it gets coated with powder. If you are at the SRSC and it belongs at WIC get it to Mike and he will get it back where it belongs.

Waste and Recycling Management Plan

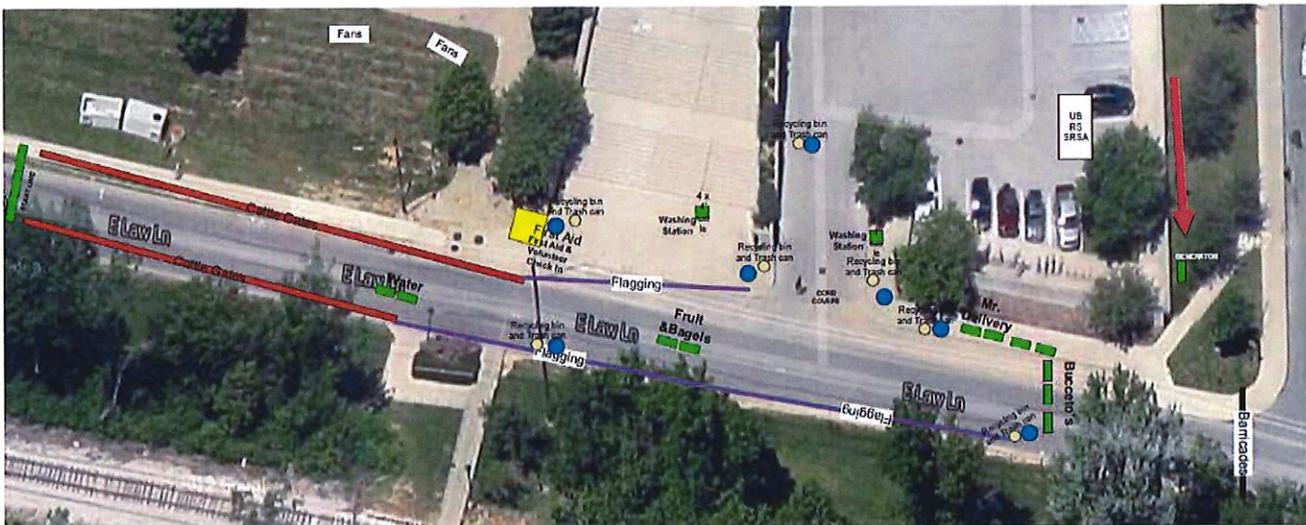
Event name: Jill Behrman 5K
Number of expected attendees: 2,000
Number of food vendors: 3
Number of other vendors: 0

Designated Waste and Recycling Manager

The Jill Behrman 5K is an event of Indiana University's Campus Recreational Sports unit (RS). Tom Cox, Assistant Director of Facility Support will serve as the lead for waste management. All waste and recycling materials are brought back to the SRSC for sorting and disposal.

Event Map

(A) – **Start/Finish.** The start and finish area will be in front of the SRSC on Law Lane. Trash receptacles and recycling bins that will be clearly labeled and strategically placed around food vendors, adjacent to washing stations and places participants congregate. RS staff are responsible for final clean up at the conclusion of the event.



Targeted Waste

Types of Waste	Collection Plan
Empty boxes	Recycling bins
Plastic bags from powder packets	Not recyclable - Waste bins
Food waste	Waste bins
Paper Cups	Recycling bins
Water bottles from the food area	Recycling bins
Paper towels from hand washing station	Waste bins

Collection and Hauling System

RS Facility Support staff are responsible for collection and disposal of waste and recycling along the race route, at designated color zones and water stops, as well as at the SRSC. RS staff assigned to these areas will work with volunteers to gather up waste and recycling for pick up by Facility Support. Both trash and recycling dumpsters will be staged at the SRSC. These dumpsters will be emptied by IU Facility Operations.

Vendor and Volunteer Education

RS professional staff will be informed of the waste management plan at an All Staff meeting. The professional staff will supervise and direct the volunteers at their assigned areas to assist with the implementation of this plan.

Materials and Supplies

Trash receptacles and blue recycling bins will be placed in key areas both on the event route and at the SRSC. Both trash and recycling dumpsters will be staged at the SRSC.

Old Crescent Insurance Company / Indiana University

Certificate of Insurance

Insured

The Trustees of Indiana University
c/o 400 E. 7th Street Room 705
Bloomington IN 47405

09/04/2018 Certificate 5479

This certificate is issued as matter of information, only, and conveys no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage

Should any of the below described policies be cancelled before the expiration date thereof the issuing company and/or The Trustees of Indiana University will endeavor to mail 30 days written notice to the certificate holder named below, but failure to do so shall impose no obligation or liability of any kind upon the company or the Trustees of Indiana University, their agents or representatives.

Insurer A: Old Crescent Insurance Company
Insurer B: Travelers
Insurer C: State National Ins. Co.
Insurer D:
Insurer E: Lexington Ins. Co.

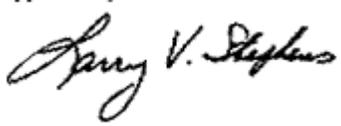
Insurer F: AXA Insurance Co.
Insurer G: Columbia Casualty Co.
Insurer H: Ace American Ins. Co.
Insurer I: Ironshore Specialty Ins. Co.

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. Aggregate limits shown may have been reduced by paid claims.

Insr Ltr	Type of Insurance	Policy Number	Policy Dates	Limits	
A	GENERAL LIABILITY Commercial General Liability – Occurrence including Contractual Excess of \$100,000 retention Includes coverage for Professional Liability excluding Medical Malpractice	GLEx-1n	02/01/2018 – 01/31/2019	Each Occurrence	\$1,000,000
				Fire Damage	\$1,000,000
				Personal & Adv Injury	\$1,000,000
				General Aggregate	\$1,000,000
				Products/Comp Ops	\$1,000,000
				Liquor Liability	\$1,000,000
A	VEHICLE LIABILITY All licensed vehicles owned, leased, rented by or for, or driven on behalf of Indiana University (Excess of \$100,000 retention)	AEx-1n	02/01/2018 – 01/31/2019	Combined Single Limit	\$1,000,000
H	FOREIGN LIABILITY (GL & Auto)	PHFD38513813-004	02/01/2018 – 01/31/2019	Each Occurrence	\$1,000,000
E I	EXCESS LIABILITY Layer 1 Layer 2	427215	02/01/2018 – 01/31/2019	Aggregate	\$25,000,000
		001273505	02/01/2018 – 01/31/2019	Aggregate	\$25,000,000
C	WORKERS COMPENSATION & EMPLOYERS LIABILITY (excess of \$850,000/claim retention)	NDE-0927815-18	02/01/2018 – 01/31/2019	Each Occurrence	Statutory + \$1M
				Employers Liability	\$1,000,000
A	PROPERTY (Incl Boiler, Flood, Earthquake) Sub-limits may apply. Excess of \$100,000 retention.	ARP-1n	02/01/2018 – 01/31/2019	Each Occurrence	\$500,000
B	EXCESS PROPERTY	KTK-CMB-5647P70-9-17	02/01/2018 – 01/31/2019	Each Occurrence	\$1 billion
F I	FINE ART (pro rata: 60% share) FINE ART (pro rata: 40% share)	05-333-13-08-00053	02/01/2018 – 01/31/2019	Each Occurrence	\$360 million
		HTB-001340-003	02/01/2018 – 01/31/2019	Each Occurrence	\$240 million
A	MEDICAL MALPRACTICE (coverage subject to Indiana statutes) Includes \$1 million out-of-state coverage. This includes participation in the Indiana Patient Compensation Fund with current statutory limits.	HL-1n	02/01/2018 – 01/31/2019	Statutory	\$400,000
G	EXCESS MEDICAL MALPRACTICE (out-of-state, only)	HMC 1064386826-11	02/01/2018 – 01/31/2019	Aggregate	\$2,000,000

Description of operations/locations/vehicles/exclusions added by endorsement/Special Provisions:

To provide proof of various insurance coverages by The Trustees of Indiana University for the Jill Behrman Color the Campus 5K on the date shown below. The City of Bloomington is shown as additional insured per for CG 20 26 04 13

Certificate Holder: City of Bloomington 1601 Law Lane BLOOMINGTON IN 47405	Authorized signature Approved by  The signer of this document is authorized to represent the coverages of the Old Crescent Insurance Company. In addition, the signer is authorized to make representations of the other coverages outlined on this certificate of insurance based on policy information on file at the Indiana University Office of Insurance, Loss Control and Claims. Certificate of insurance for the other insurance companies indicated on this certificate may be obtained, if necessary. Effective dates: 10/27/2018 — 10/27/2018
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SPECIAL PERMIT (PARADE)

City of Bloomington Police Department
220 East Third Street
Bloomington, Indiana 47401
812-349-3312

In accordance with Section 15.60.070 of the Bloomington Municipal Code I, as Police Chief for the City of Bloomington, hereby issue this Special Permit for Parade on the date and during the times so described, provided the below-listed reasonable conditions are maintained.

Event Information

Name of Event:	Jill Berhman 5K Color the Campus Run		
Approved Route (General Description):	See attached		
Date of Event:	27-Oct-18	Time of Event:	10:30am
Calendar Day of Week:	Saturday		12:00pm
Description of Event:	Charity Run		

Permitee Information

Name:	Katie Landrum		
Organization:	IU Campus Rec Sports WIC 290	Title:	
Physical Address:	1025 East 7th Bloomington, Indiana 47405		
Email Address:	cgeary@indiana.edu		812.856.0033

Reasonable Conditions

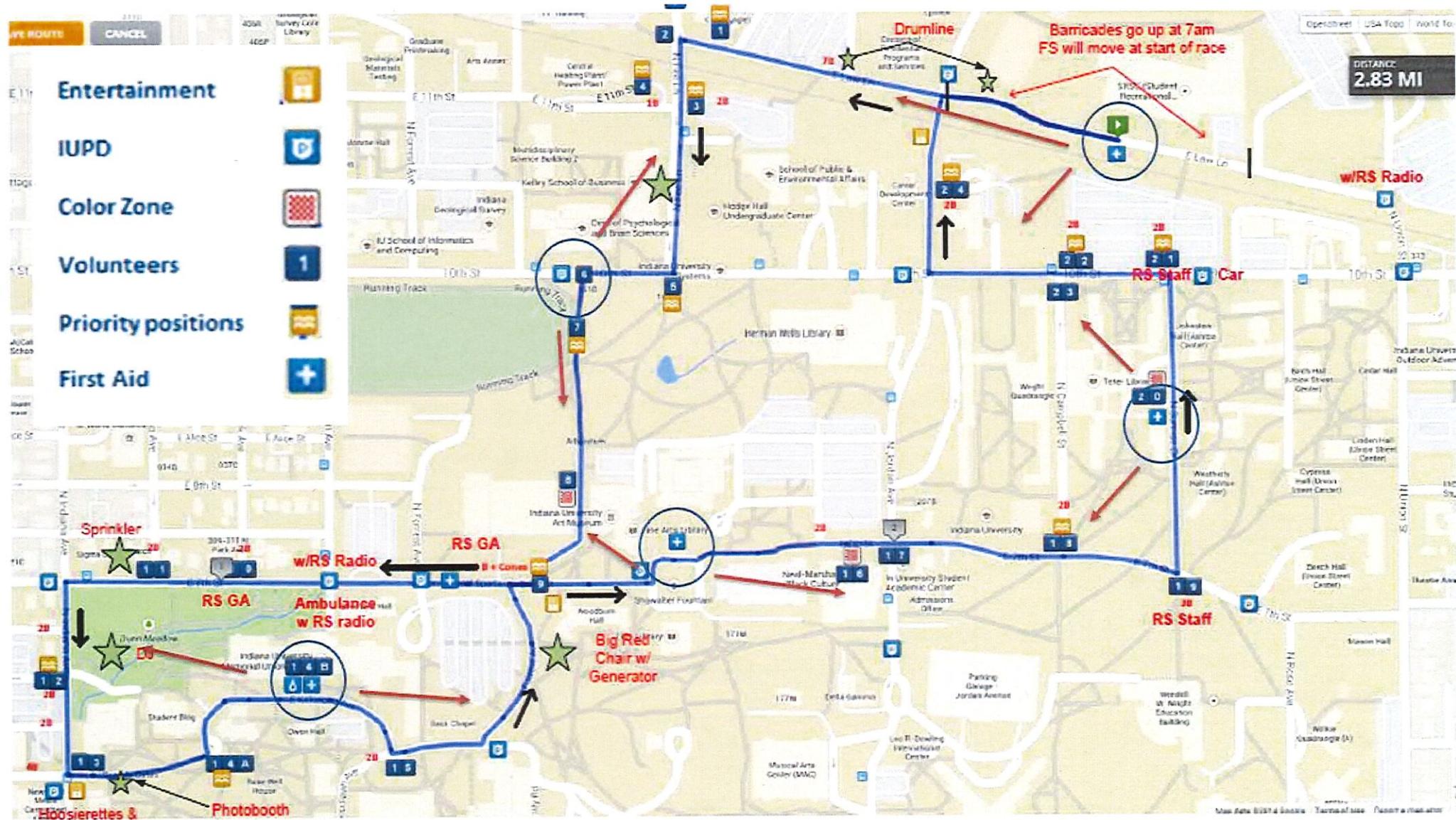
This permit is strictly conditioned upon compliance with the condition(s) herein listed & the attached route map:

1 Approval of the Board of Public Works
2 Approval of the Indiana University Police Department
3 All traffic control functions must be done using a Indiana Certified Police Officer
4
5
6

Signature of Police Chief or Chief's designee:	
Date of Signature:	16 Aug 2008

Detailed Event Map





- Entertainment
- IUPD
- Color Zone
- Volunteers
- Priority positions
- First Aid

Sprinkler

RS GA

w/RS Radio

Ambulance w/RS radio

Big Red Chair w/ Generator

Höösierettes & Color splashes on Sample Gates

Photobooth



Board of Public Works Staff Report

Project/Event: Bloomingfoods Co Op Vendor Fair

Staff Representative: Sean Starowitz

Petitioner/Representative: Natascha Jacob, Marketing Administrator

Date: September 4, 2018

Report: This Staff Report asks that the time for the road closure be changed from 8am until 6am to allow for a tent to be set up. Bloomingfoods will be hosting their 2nd Vendor Fair on September 22, 2018 from 10am to 1pm. The Resolution has been changed to reflect this change.

The Vendor Fair is to show appreciation for the members of their co-op community. There will be local vendors, grilling, beer sampling and live music. The event will take place alongside the Saturday Farmer's Market. This is a family friendly event, and the general public is welcome and encouraged to attend. There is no rain date this year.

They did fill out the Noise Permit application, and a noise waiver is included in the Resolution.

Recommend **Approval** **Denial by** Sean Starowitz

**BOARD OF PUBLIC WORKS
AMENDED RESOLUTION 2018-95**

BLOOMINGFOODS CO-OP VENDOR FAIR 2018

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 has committed itself to promoting businesses; and

WHEREAS, the Bloomingfoods Co-op (hereinafter "Sponsor") is desirous of using City property which includes Madison Street from W. 6th Street to W. 7th Street to host a vendor fair, on Saturday, September 22, 2018, and

WHEREAS, Sponsor has agreed to provide all traffic control as deemed necessary and as instructed by Bloomington Planning and Transportation Department and/or Bloomington Police Department and to incur the complete cost; and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Madison Street, from W. 6th Street to W. 7th Street shall be temporarily closed to traffic and parking from 6:00 a.m. to 3:00 p.m. on Saturday, September 22, 2018 with event hours being 10:00 a.m. to 1 p.m. for Bloomingfoods Co-op Vendor Fair.
2. Vendors who have not received explicit authorization from Sponsor, or their representatives or agents, to participate in the vendor fair shall not be permitted to utilize the closed off areas outlined above for the purposes of performing, displaying, producing or selling items or goods.
3. Sponsor shall post "no parking" signs on parking meters at least 24 hours in advance of the closing. Temporary "No Parking" signs may be obtained from the City Department of Public Works and shall be affixed as instructed by City Staff.
4. Sponsor shall be responsible for placement and removal of barricades. Sponsor is responsible for contacting the City of Bloomington Planning and Transportation Department for instructions on the type of and placement of said barricades. Sponsor agrees to obtain at its own expense and place barricades to close Madison Street from W. 6th Street to the east/west alley and W. 6th Street and to remove barricades by 3:00 p.m. on Saturday, September 22, 2018.
5. The sponsors will be responsible for removing all trash, picking up litter including cigarette butts 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 3:00 p.m. on Saturday, September 22, 2018.
6. By granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section

AMENDED RESOLUTION 2018-95

14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.

7. Sponsor shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice (at least 48 hours in advance).
8. By signing this agreement, _____, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.
9. In consideration for the use of the City's property and to the fullest extent permitted by law, Sponsor, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") 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.

ADOPTED THIS _____ DAY OF _____, 2018.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice- President

Dana Palazzo, Secretary

AGREED TO THIS _____ DAY OF _____, 2018.

BLOOMINGFOODS CO-OP

Signature

Printed Name and Title



Board of Public Works Staff Report

Project/Event: Addendum # 2 for Agreements for the Purchase and Delivery of Fuel

Petitioner/Representative: Fleet Maintenance Department

Staff Representative: Jason Speer

Meeting Date: September 18, 2018

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 #2 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 #2 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, 2018, and shall continue through October 31, 2019.
2. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

CONSULTANT

By: _____
Kyla Cox Deckard, President
Board of Public Works

By: _____

Name and Title

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
John Hamilton, Mayor

Date: _____

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:

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2. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

CONSULTANT

By: *Kyla Cox Deckard*
Kyla Cox Deckard, President
Board of Public Works

By: *B. M. Freshburn*
Government Bids, Regional Sales
Name and Title

Date: 10-17-17

Date: 2-22-2018

By: *Adam Wason*
Adam Wason, Director
Public Works Department

Date: 10-17-17

By: *John Hamilton*
John Hamilton, Mayor

Date: 10-17-17

CITY OF BLOOMINGTON Legal Department Reviewed By: <i>Jackie Moore</i> DATE: <u>10.11.17</u>

CITY OF BLOOMINGTON Controller Reviewed by: <i>[Signature]</i> DATE: <u>10/12/17</u> FUND/ACCT: <u>802-17-224</u>
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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")

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2. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

CONSULTANT

By: *Kyla Cox Deckard*
Kyla Cox Deckard, President
Board of Public Works

By: *Gayle Newton*
Gayle Newton, Contract Sales Manager
Name and Title

Date: 10-17-17

Date: 2/22/18

By: *Adam Wason*
Adam Wason, Director
Public Works Department

Date: 10-17-17

By: *John Hamilton*
John Hamilton, Mayor

Date: 10-17-17

CITY OF BLOOMINGTON Legal Department Reviewed By: <u><i>Sackie Moore</i></u> DATE: <u>10.11.17</u>
--

CITY OF BLOOMINGTON
Controller
Reviewed by: *Gayle Newton*
DATE: 10/21/17
FUND/ACCT: 802-17-224

ADDENDUM #1 TO AGREEMENTS FOR PURCHASE AND DELIVERY OF FUEL
between the
CITY OF BLOOMINGTON
and
AL WARREN OIL, HERITAGE PETROLEUM, PETROLEUM TRADERS
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2. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

CONSULTANT

By: *Kyla Cox Deckard*
Kyla Cox Deckard, President
Board of Public Works

By: *WHITE RIVER CO-OP*
Mike Higgins PETROLEUM MANAGER
Name and Title

Date: *10.17.17*

Date: *2/23/18*

By: *Adam Wason*
Adam Wason, Director
Public Works Department

Date: *10-17-17*

By: *John Hamilton* Dep. Mayor
John Hamilton, Mayor

Date: _____

CITY OF BLOOMINGTON
Legal Department
Reviewed By: *Jackie Moore*
DATE: *10.11.17*

CITY OF BLOOMINGTON
Controller
Reviewed by: *Colin Daw*
DATE: *10/12/17*
FUND/ACCT: *802-17-224*

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:

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2. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

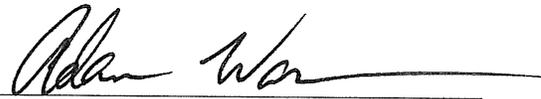
CONSULTANT

By: 
Kyla Cox Deckard, President
Board of Public Works

By: _____

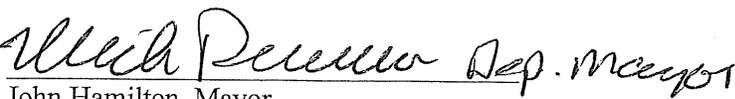
Date: 10-17-17

Name and Title

By: 
Adam Wason, Director
Public Works Department

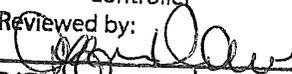
Date: _____

Date: 10-17-17

By: 
John Hamilton, Mayor

Date: 10-17-17

CITY OF BLOOMINGTON
Legal Department
Reviewed By: 
DATE: 10-11-17

CITY OF BLOOMINGTON
Controller
Reviewed by: 
DATE: 10/12/17
FUND/ACCT: 802-17-224

BC 2016-56A

EXHIBIT B

**AGREEMENT FOR
PURCHASE AND DELIVERY OF FUEL**

This Agreement, entered into on this 1st day of NOVEMBER, 2016, by and between the City of Bloomington Department of Public Works (hereinafter referred to as the "Department") and Al Warren Oil Co. Inc. (hereinafter referred to as "Supplier"),

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 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.

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

Article 10. Default: 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. Insurance: 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. Conflict of Interest: 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. 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. 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. Compliance with Laws: 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 Piszczak (Name)
Al Warren Oil Co. Inc. (Company)
1646 Summer St. (Address)
Hammond IN 46320 (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.

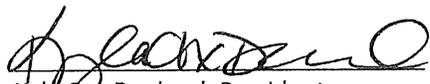
Article 25. No Collusion: Supplier is required to certify that it has not, now has any other member, representative, or agent of Supplier, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer 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.

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

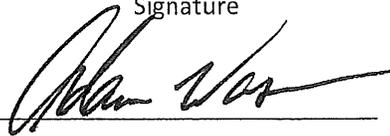
City of Bloomington

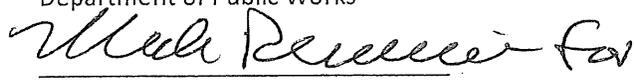
Supplier

By: 
Kyla Cox Deckard, President
Board of Public Works

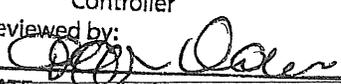
By: 
Signature

By: AI Warren Oil Co. Inc.
(Name of Supplier)
Department of Public Works


Adam Wason, Director

By: 
John Hamilton, Mayor

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 10-7-16

CITY OF BLOOMINGTON
Controller
Reviewed by: 
DATE: 10/25/16
FUND/ACCT: 802-17-224

STATE OF Indiana)
) SS:
COUNTY OF Lake)

EXHIBIT D

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the Marketing Manager of Al. Warden Oil 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.

Scott Piszczor
Signature

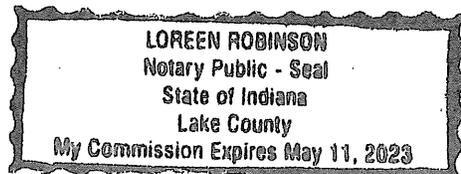
SCOTT PISZCZOR
Printed name

STATE OF Indiana)
) SS:
COUNTY OF Lake)

Before me, a Notary Public in and for said County and State, personally appeared Scott Piszczor and acknowledged the execution of the foregoing this 14 day of October, 2016.

Loreen Robinson
Notary Public
Loreen Robinson
Printed name

My Commission Expires: May 11, 2023
County of Residence: Lake



STATE OF Indiana)
) SS:
COUNTY OF Lake)

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 Co. Inc.
(Name of Organization)

By: [Signature]
Scott Piszczos Marketing Manager
(Name and Title of Person Signing)

STATE OF Indiana)
) SS:
COUNTY OF Lake)

Subscribed and sworn to before me this 14 day of October, 2016.

My Commission Expires:

May 11, 2023

[Signature]
Notary Public Signature

Resident of Lake County

Loreen Robinson
Printed Name



AGREEMENT FOR
PURCHASE AND DELIVERY OF FUEL

This Agreement, entered into on this 1st day of November, 2016, by and between the City of Bloomington Department of Public Works (hereinafter referred to as the "Department") and Heritage Petroleum LLC (hereinafter referred to as "Supplier"),

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 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.

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

Article 10. Default: 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. Insurance: 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. Conflict of Interest: 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. 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. 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. Compliance with Laws: 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 Petroleum LLC (Company)
516 N 7th Ave (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.

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

City of Bloomington

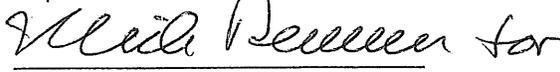
Supplier

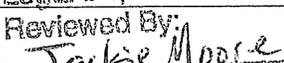
By: 
Kyla Cox Deckard, President
Board of Public Works

By: 
Signature

By: Heritage Petroleum LLC
(Name of Supplier)
Department of Public Works

 Adam Wason, Director

By: 
John Hamilton, Mayor

CITY OF BLOOMINGTON
Legal Department
Reviewed By: 
DATE: 10-7-16

CITY OF BLOOMINGTON
Controller
Reviewed by: 
DATE: 10/27/16
FUND/ACCT: 802-17 224

STATE OF Indiana)
COUNTY OF Vanderburgh) SS:

EXHIBIT D

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the Government 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
Signature

Brian M. Hershberger
Printed name

STATE OF Indiana)
COUNTY OF Vanderburgh) SS:

Before me, a Notary Public in and for said County and State, personally appeared Brian Hershberger and acknowledged the execution of the foregoing this 17 day of October, 2016.

Miriam Rogers
Notary Public
Miriam Rogers
Printed name



My Commission Expires: 09-04-19
County of Residence: Vanderburgh

STATE OF Indiana)
COUNTY OF Vanderburgh) 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 17 day of October, 2016.

Heritage Petroleum LLC.
(Name of Organization)

By: B. M. Hershman
Government Bids, Regional Sales
(Name and Title of Person Signing)

STATE OF Indiana)
COUNTY OF Vanderburgh) SS:

Subscribed and sworn to before me this 17 day of October, 2016.

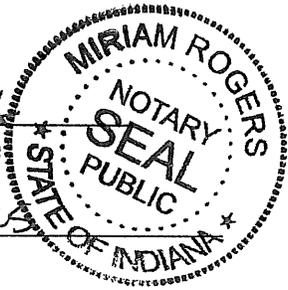
My Commission Expires:

09-04-19

Resident of Vanderburgh County

Miriam Rogers
Notary Public Signature

Miriam Rogers
Printed Name



BC 2016 - 56C

EXHIBIT B

**AGREEMENT FOR
PURCHASE AND DELIVERY OF FUEL**

This Agreement, entered into on this 1st day of NOVEMBER, 2016, by and between the City of Bloomington Department of Public Works (hereinafter referred to as the "Department") and Petroleum Traders Corporation (hereinafter referred to as "Supplier"),

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 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.

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

Article 10. Default: 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. Insurance: 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. Conflict of Interest: 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. 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. 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. Compliance with Laws: 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. 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.

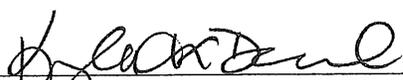
Article 25. No Collusion: Supplier is required to certify that it has not, now has any other member, representative, or agent of Supplier, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer 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.

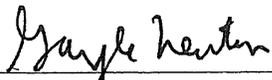
This Agreement may be modified only by a written amendment signed by both parties hereto.

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

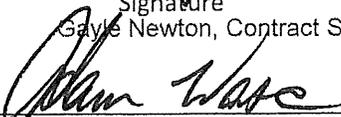
City of Bloomington

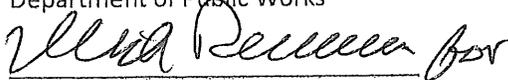
Supplier

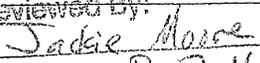
By: 
Kyla Cox Deckard, President
Board of Public Works

By: 
Signature
Gayle Newton, Contract Sales Manager

By: _____
(Name of Supplier)
Department of Public Works

 Adam Wason, Director

By: 
John Hamilton, Mayor

CITY OF BLOOMINGTON
Legal Department
Reviewed By: 
DATE: 10.7.16

CITY OF BLOOMINGTON
Controller
Reviewed by: 
DATE: 10/29/16
FUND/ACCT: 802-17 224

STATE OF IN)
) SS:
COUNTY OF Allen)

EXHIBIT D

AFFIDAVIT REGARDING E-VERIFY

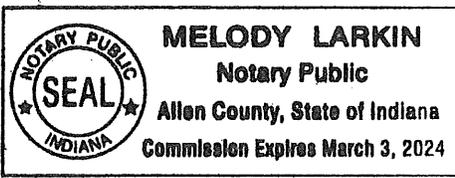
The undersigned, being duly sworn, hereby affirms and says that:

- 1. The undersigned is the Contract Sales Manager of Petroleum Traders Corporation.
(job title) (company name)
- 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.

Gayle Newton
Signature

Gayle Newton, Contract Sales Manager
Printed name

STATE OF IN)
) SS:
COUNTY OF Allen)



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.

Melody Larkin
Notary Public
Melody Larkin
Printed name

My Commission Expires: 03/03/2024
County of Residence: Allen

STATE OF IN)
) SS:
COUNTY OF Allen)

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.

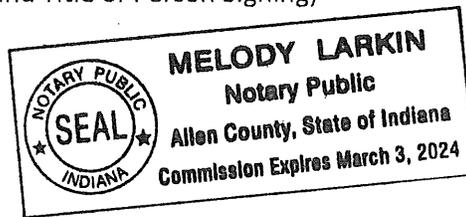
Dated this 14th day of October, 2016.

Petroleum Traders Corporation
(Name of Organization)

By: *Gayle Newton*

Gayle Newton, Contract Sales Manager
(Name and Title of Person Signing)

STATE OF IN)
) SS:
COUNTY OF Allen)



Subscribed and sworn to before me this 14th day of October, 2016.

My Commission Expires:

03/03/2024

Melody Larkin
Notary Public Signature

Resident of Allen County

Melody Larkin
Printed Name

**AGREEMENT FOR
PURCHASE AND DELIVERY OF FUEL**

This Agreement, entered into on this 1st day of NOVEMBER, 2016, by and between the City of Bloomington Department of Public Works (hereinafter referred to as the "Department") and White River Co-op (hereinafter referred to as "Supplier"),

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 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.

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.
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- (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. Termination: The Agreement may be terminated for any reason by either party upon seven (7) days written notice to the other party.

Article 10. Default: 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.
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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. Insurance: 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
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- (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. Conflict of Interest: 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.

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

Supplier:
MIKE ROGGINS (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.

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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.

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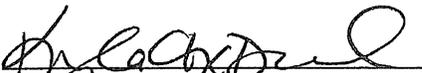
Article 25. No Collusion: Supplier is required to certify that it has not, now has any other member, representative, or agent of Supplier, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer 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.

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

City of Bloomington

Supplier

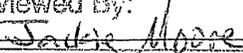
By: 
Kyla Cox Deckard, President
Board of Public Works

By: 
Signature

By: WHITE RIVER CO-OP
(Name of Supplier)
Department of Public Works

 Adam Wason, Director

By: 
John Hamilton, Mayor

CITY OF BLOOMINGTON
Legal Department
Reviewed By: 
DATE: 10.7.16

CITY OF BLOOMINGTON
Controller
Reviewed by: 
DATE: 10/27/16
FUND/ACCT: 802-12 224

STATE OF Indiana)
) SS:
COUNTY OF Martin)

EXHIBIT D

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the PETROLEUM MANAGER of WHITE RIVER 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.

Mike Riggins
Signature

MIKE RIGGINS
Printed name

STATE OF Indiana)
) SS:
COUNTY OF Martin)

Before me, a Notary Public in and for said County and State, personally appeared Mike Riggins and acknowledged the execution of the foregoing this 17th day of October, 2016.

Cynthia M Smith
Notary Public
Cynthia M Smith
Printed name

My Commission Expires: 10-24-20
County of Residence: Martin



STATE OF Indiana
COUNTY OF Martin) 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 17TH day of OCTOBER, 2017.

WHITE RIVER CO-OP
(Name of Organization)

By: MARK PEGGINS

PETROLEUM MANAGER
(Name and Title of Person Signing)

STATE OF Indiana
COUNTY OF Martin) SS:

Subscribed and sworn to before me this 17 day of October, 2016.

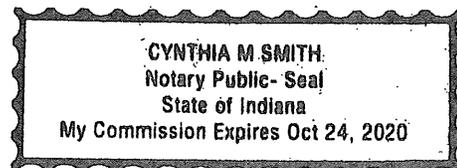
My Commission Expires:

10-24-16

Cynthia M. Smith
Notary Public Signature

Resident of Martin County

Cynthia M Smith
Printed Name



REGISTER OF PAYROLL CLAIMS
Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/14/2018	Payroll				395,840.84
					<u>395,840.84</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 395,840.84

Dated this _____ **day of** _____ **year of 20**_____.

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Request an agreement for the encroachment of a grease interceptor, bike racks, and a trash enclosure.

Staff Representative: Liz Carter

Petitioner/Representative: Pictura Gallery

Date: September 18, 2018

Report: Pictura Gallery has been remodeling the historic property at 204 S. Rogers Street. As conditions of City approval for the remodel, the petitioner had to install a grease interceptor, bicycle racks, and an enclosure to obstruct public view of trash receptacles along 4th Street. The petitioner had previously obtained an encroachment agreement for the deck, steps, railing, and planters adjacent to South Rogers Street.

Recommendation: Staff recommends approval of the encroachment agreement.

Recommend **Approval** **Denial** by Liz Carter

**BOARD OF PUBLIC WORKS
RESOLUTION 2018- 105**

Encroachment with Grease Interceptor, Bike Rack, and Trash Enclosure

WHEREAS, Far LLC (hereinafter “Owner”) owns the real property at 204 South Rogers Street, which real estate is more particularly described in a deed recorded as **Instrument No.** in the Office of the Recorder of Monroe County (Hereinafter “Property”); and

WHEREAS, the building on the Real Estate has remained in existence in its current location since construction; and

WHEREAS, Owner has requested that it be allowed to install the following encroachments over and upon the public right of way adjacent to its business: one (1) underground grease interceptor, two (2) bike racks, and one (1) trash enclosure. All of the encroachments will be located to the north of the property, adjacent to West 4th Street. The bike racks will installed upon a six foot by six foot (6’ x 6’) concrete pad. The trash enclosure will be a stained wood fence measuring six feet (6’) high, projecting six feet six inches (6’ 6”) off of the north building façade, and measuring fifteen feet (15’) long.

WHEREAS, the City neither desires nor intends to vacate this right of way; and

WHEREAS, the proposed structures do not interfere with pedestrian traffic or the vehicular line of sight along the roadway; and

WHEREAS, the City of Bloomington Board of Public Works has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including air ways over sidewalks;

NOW, THEREFORE, BE IT RESOLVED:

That the City agrees not to initiate any legal action against Owner or its successor(s) in interest regarding the encroachment into the described right of way provided that:

1. Owner agrees to maintain the described encroachments and to keep them in a safe and good condition.
2. The encroachments shall not deviate from the design which is depicted in Exhibit A of this Resolution. Exhibit A is attached hereto and incorporated herein.
3. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.

4. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any additional encroachment(s), Owner must first obtain additional approval from the Board of Public Works.
5. The terms of this Resolution shall be in effect upon execution of this document by Owner and acknowledgment by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.
6. Owner understands and agree that if the City or public utility needs to work in said area for any reason, and any of the encroachments needs to be removed to facilitate the City or utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which they may incur.
7. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
8. In the event the Owner sells the business during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.
9. In consideration for the use of the property, Owner, for itself, its officers, directors, agents, employees, members, successors and assigns, do hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, and for the same consideration hereby agree to indemnify, defend, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and

property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, 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. Owner expressly acknowledges that this agreement is intended to be as broad as permitted by law, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

10. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Owner; and (c) the return of a copy of the recorded Resolution to the Department of Planning and Transportation, which must include the Monroe County Recorder's file information.
11. This Resolution shall run with the land and shall bind the Owner and their successors and assigns. Far LLC, expressly consent to the provisions of this Resolution on their own behalf and on behalf of their successors and assigns.
12. David Moore, as managing partner of Far LLC, agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

Board of Public Works

Far LLC

By: _____
Kyla Cox Deckard

By: _____
David Moore, Managing Partner

By: _____
Beth H. Hollingsworth

Date: _____

By: _____
Dana Palazzo

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, Beth H. Hollingsworth, and Dana Palazzo, of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing Resolution as their voluntary act and deed.

WITNESS, my hand and notarial seal this _____ day of _____, 2018.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared David Moore, Managing Partner for Far LLC who acknowledged the execution of the foregoing Resolution as their voluntary act and deed.

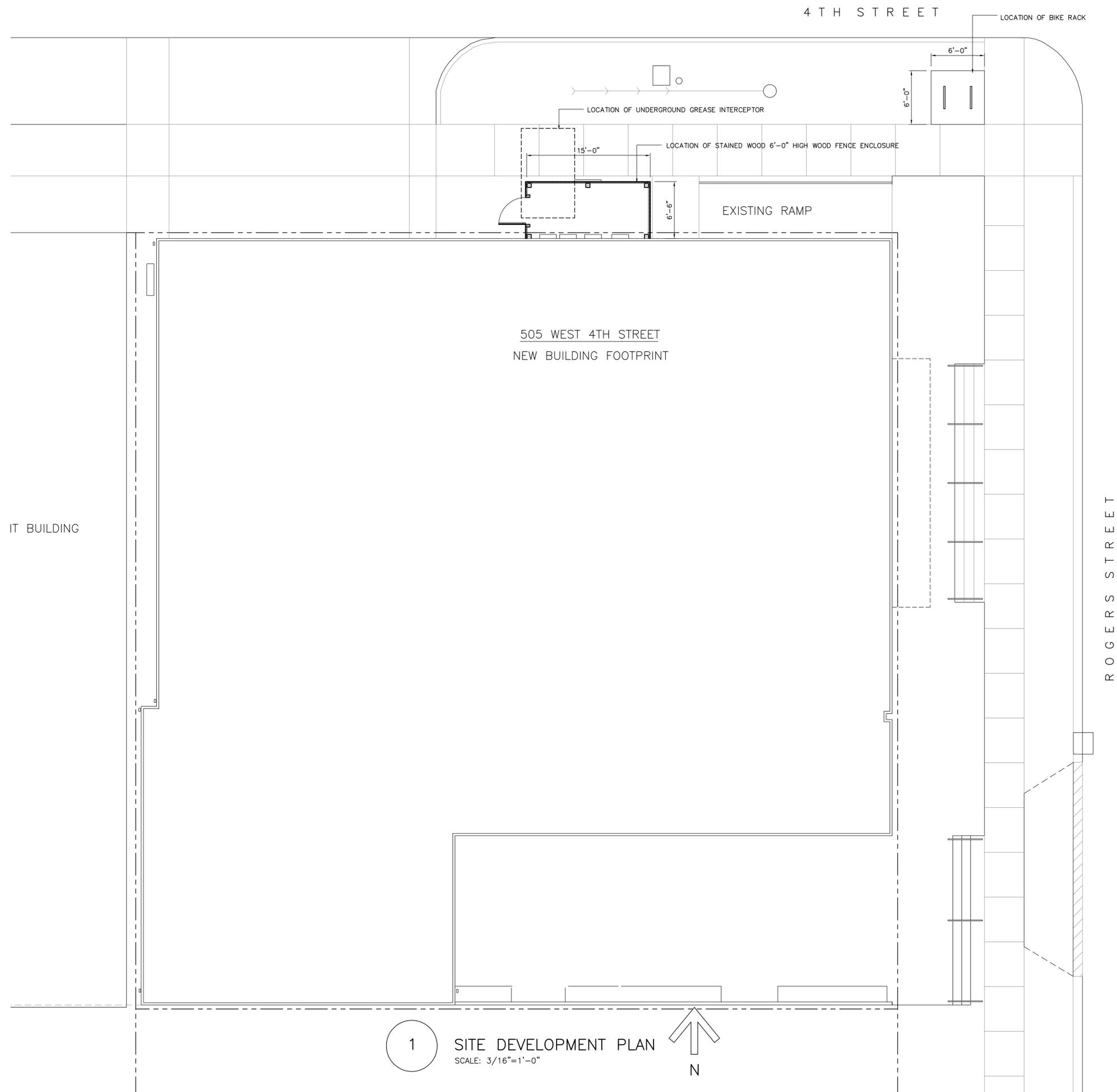
WITNESS, my hand and notarial seal this _____ day of _____, 2018.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Jacquelyn Moore

This instrument was prepared by Jacquelyn Moore, Attorney at Law
City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402-0100





Board of Public Works Staff Report

Project/Event: Request to use public right of way to close E. 13th Street from N. Woodlawn Avenue to N. Fess Avenue

Staff Representative: Liz Carter

Petitioner/Representative: Weddle Brothers Building Group, LLC

Date: September 18, 2018

Report: Weddle Brothers has been contracted by IU to perform a renovation on the building located at 802 E. 13th Street. In order to move forward with the renovation, Weddle needs to use 13th Street to place a crane which will be used to set steel. In order to place a crane in 13th Street, Weddle would need to completely close the street. The closure would be 5 weeks in duration, beginning September 24th and lasting until October 26th. The closure would take place from 7:00 am until 5:30 pm, but the street would be open in the evening.

Recommendation and Supporting Justification: Staff is aware that this closure is necessary to make progress on construction of the IU Fine Arts building. Staff recommends approval of the request.

Recommend **Approval** **Denial** by Liz Carter



City of Bloomington

Public Works Department

401 N Morton Street, Suite 120
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3410
Fax: (812) 349-3520
Email: Public.Works@bloomington.in.gov

Street or Traffic Lane Closure Permit Application

(Applications are required at least 2 business days before work begins)

Location: E. 13th Street N. Woodlawn Ave N. Fess Ave
(Street) (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL

- Complete Street Closure
- One Traffic Lane
- 2 or more Traffic Lanes
- Alley
- Sidewalk/Multiuse Path/Trail
- Bike Lane
- Parking Lane

Reason for Closure: Work on Sidewalk/Multiuse Path/Trail Work in Street
 Loading and Unloading Utility Work Special Event Work on Private Property
 Other: Utilize street to set crane for steel erection of new IU Fine Arts building

Date(s) of Closure: From 9/24/18 To 10/26/18
> 2 weeks? Yes No

Start Time: 7 : 00 a.m. / p.m.
End Time: 5 : 30 a.m. / p.m.

Overnight Closure Required: Yes No

The applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Public Works Department. (A notification list is available from the Public Works Department). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.

Applicant Information:

Name or Organization: Weddle Brothers Building Group, LLC

Contact Person (Printed Name): Ryan Nicholson

Contact Email: rnicholson@weddlebros.com Contact Phone No.: 812-320-4643

Signature: [Handwritten Signature] Date: 9/10/18

For Office Use Only

Approved By: _____ Dept.: _____ Date: _____

Approved By: _____ Dept.: _____ Date: _____



GENERAL NOTES

1. ALL TRAFFIC CONTROLLING AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. THE CONTRACTOR SHALL CONTACT THE CITY OF BLOOMINGTON PLANNING AND TRANSPORTATION DEPARTMENT AT (812) 349-3423 TO MAKE NECESSARY ARRANGEMENTS.

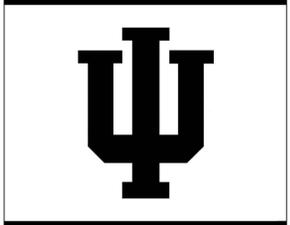
LEGEND

-  CONSTRUCTION SIGN - SHAPE PER MUTCD
-  BARRICADE - INDOT TYPE III

BRCJ
 BLOOMINGTON BEDFORD PAOLI
 1351 West Tapp Road
 Bloomington, Indiana 47403
 Phone: 812.336.8277
 Fax: 812.336.0817
 www.brgcivil.com



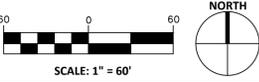
WEDDLE BROS. BUILDING GROUP, LLC
 A Weddle Bros. Construction Company




W.S.B.

Fine Arts Studio Building Addition / Renovation
 IU 20170095
 Indiana University
 Bloomington, Indiana
 BRCJ Project No: 9888

13TH STREET CLOSURE MAINTENANCE OF TRAFFIC - DETOUR PLAN



SCALE: 1" = 60'

Date: 09-11-2018 Issue: FOR CITY REVIEW

REVISION SCHEDULE		
Rev. #	Rev. Description:	Issue Date

Drawn By: GBM
 Designed By: WSR
 Checked By: WSR

C101



Board of Public Works Staff Report

Project/Event: Request to extend public right-of-way use for exterior reconstruction at 100 E. Kirkwood Avenue through November 21, 2018

Staff Representative: Liz Carter

Petitioner/Representative: Sarge Rentals

Date: September 18, 2018

Report: Sarge Rentals has been working over the past couple of months to remove asbestos from the exterior of the building located at 100 E. Kirkwood Avenue. Once the siding was removed, a brick exterior was exposed. Sarge Rentals wanted to keep the brick exterior but needed it to be evaluated by an architect and a structural engineer. The brick also had to get approval from the Historic Preservation Commission. The project has expanded beyond its original scope, which means that the timeframe has also expanded.

The petitioner is requesting to extend their use of right-of-way in order to leave their scaffolding in place through November 21st. The petitioner is also requesting 5 metered spaces on South Walnut to store a dumpster, park construction vehicles, and perform masonry work. The petitioner would like to use concrete barricades to section off areas where masonry work is being performed in order to keep passersby safe.

Recommendation and Supporting Justification: Staff understands that this project has been especially challenging. Staff recommends approval of the request with the conditions laid out in the resolution.

Recommend **Approval** **Denial** by Liz Carter

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2018-105**

PARKING SPACE RESERVATION AT 101 S. WALNUT STREET

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

WHEREAS, Sarge Rentals has requested use of city streets for placement of masonry equipment, construction vehicle parking, and a dumpster; and

WHEREAS, Sarge Rentals has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

WHEREAS, Sarge Rentals has agreed to pay the City for the use of the metered parking spaces.

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington approves the event herein described, provided that:

1. The City of Bloomington Board of Public Works agrees that the parking area adjacent to the following parking meters may be utilized to place masonry equipment, construction vehicle parking, and a dumpster from Wednesday, September 19, 2018 until Wednesday, November 21, 2018: WAL101-A, WAL103-A, WAL103-B, WAL105-A, and WAL105-B. Sarge Rentals agrees not to close off any roads, sidewalks, other parking areas or any other portion of the right of way during this time.
2. The parking spaces outlined above are for the purposes of allowing Sarge Rentals to remodel the property at 100 E. Kirkwood Ave.
3. In consideration for the use of the City's property and to the fullest extent permitted by law, Sarge Rentals, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") 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.
4. Sarge Rentals shall coordinate with City Parking Operations for the removal and replacement of parking meter posts from the metered parking spaces identified above. City Parking Operations shall remove the meter heads from the posts and shall replace the meter heads following Sarge Rentals's replacement of the meter posts.
5. Sarge Rentals shall pay, in advance, for any and all meter fees associated with the closure of the five (5) adjoining parking spaces at a rate of twelve dollars (\$12) per day per meter with an administrative fee of five dollars (\$5). Sarge Rentals has requested use of City right of way adjacent to the Construction Site until November 21, 2018. Sarge Rentals shall incur meter fees of Sixty (\$60.00) per day for each working day after November 21, 2018, that Sarge Rentals continues to use public right of way.

6. Sarge Rentals shall bring any anticipated changes to scope of work, use of right-of-way, timeframe, or any other material changes to their project to the attention of staff before implementing any aforementioned changes. Staff will determine if the changes require approval from the Board of Public Works.
7. Sarge Rentals will make every reasonable effort to accommodate and avoid disruption of nearby businesses.
8. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS ____ DAY OF _____, 2018.

BOARD OF PUBLIC WORKS:

SARGE RENTALS

Kyla Cox Deckard, President

Signature

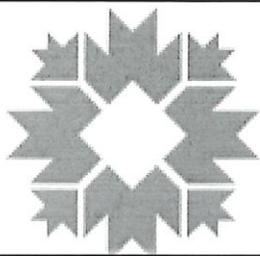
Beth H. Hollingsworth, Vice-President

Printed Name

Dana Palazzo, Secretary

Position

Date



City of Bloomington

Public Works Department

401 N Morton Street, Suite 120
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3410
Fax: (812) 349-3520
Email: Public.Works@bloomington.in.gov

Street or Traffic Lane Closure Permit Application

(Applications are required at least 2 business days before work begins)

Location: 101-111 S Walnut St
(Street) (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL

Complete Street Closure One Traffic Lane 2 or more Traffic Lanes Alley

Sidewalk/Multiuse Path/Trail Bike Lane Parking Lane

Reason for Closure: Work on Sidewalk/Multiuse Path/Trail Work in Street

Loading and Unloading Utility Work Special Event Work on Private Property

Other: _____

Date(s) of Closure: From 9/19/18 To 11/21/18
> 2 weeks? Yes No

24 hrs
Start Time: _____: _____ a.m. / p.m.

End Time: _____: _____ a.m. / p.m.

Overnight Closure Required: Yes No

The applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Public Works Department. (A notification list is available from the Public Works Department). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.

Applicant Information:

Name or Organization: Sarge Property Management Inc

Contact Person (Printed Name): Tara White

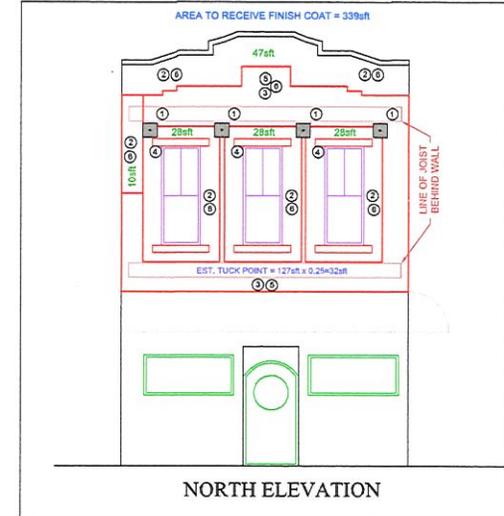
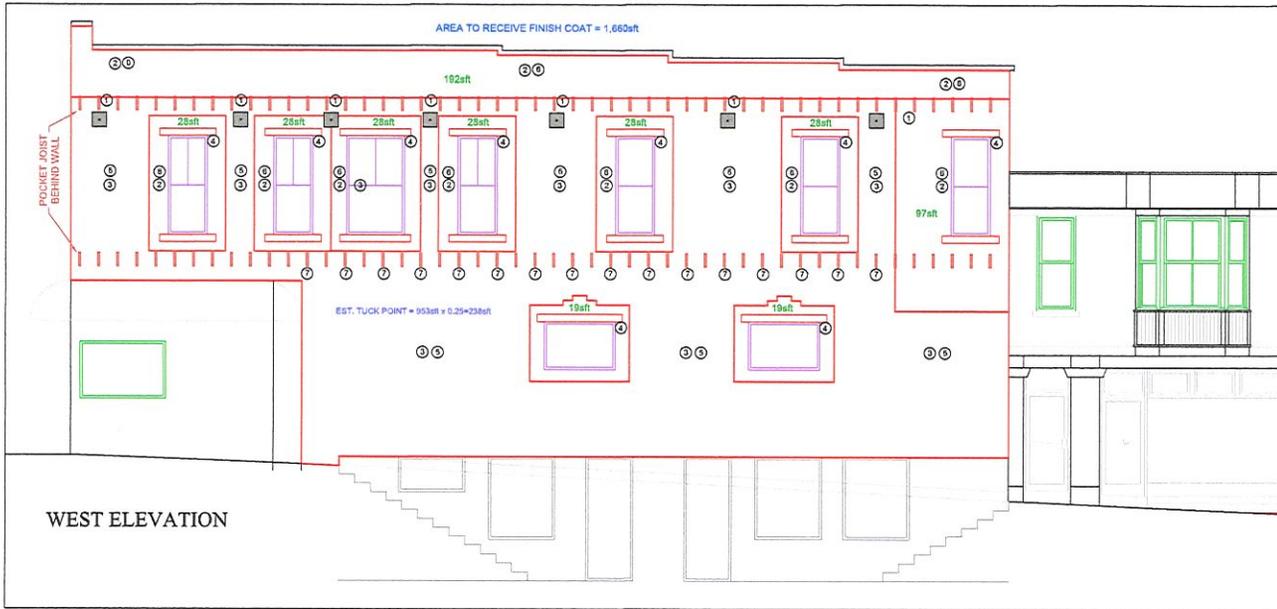
Contact Email: tara@sargerentals.com Contact Phone No.: 812 330 1506
812 821 2215

Signature: Tara M White Date: 9-12-18

For Office Use Only

Approved By: _____ Dept.: _____ Date: _____

Approved By: _____ Dept.: _____ Date: _____



LEGEND

- ① INSTALL WALL PLATES AS SHOWN
- ② REMOVE LOOSE BRICKS AND RELAY
- ③ TUCK POINT MORTAR JOINTS
- ④ REPLACE EXISTING LINTEL WITH PRECAST CONCRETE THAT EXTENDS 6" OUTSIDE OF WINDOW CASING
- ⑤ APPLY BASE FILLING COAT IN AREAS WITH HAIRLINE CRACKS AND SURFACE DEFECTS
- ⑥ APPLY SILICA BASED FINISH COAT
- ⑦ IF ADDITIONAL LATERAL SUPPORT IS REQUIRED CONTRACTOR SHALL INSTALL "HELIFIX" REMEDIAL TIES AS AT INTERVALS OF 32".

ESTIMATED QUANTITIES

Remove and relay brick: 636 sft
 Tuck point: 270 sft
 Remove and replace lintel: 12 Windows = 53 lft
 Surface defect repair: 20 sft
 Crack filling base coat: 1,354 sft
 Surface finish (two coats): 1,990 sft
 "Helifix" remedial ties: 16ea (Undistributed)

GENERAL NOTES, PROCEDURES & MATERIALS

1. Contractor shall maintain weather protection, scaffolding and pedestrian protection throughout life of the project.
2. Work shall progress from top of building downward.
3. Contractor is responsible for providing temporary support and shoring as needed or required to maintain structural integrity during all phases of the work.
4. If Contractor discovers or creates any condition that could jeopardize the stability or integrity of the building or portion of the building, work shall be immediately halted and the engineer notified. Engineer will determine what action, if any, is required to resume work.
5. Quantities shown on this sheet are estimates only. Before work begins Contractor shall exam the building and provide owner the Contractor's estimate of quantities. Owner may revise repair areas or type of repair.
6. Brick relaying is restricted to including only one pair (two adjacent) windows at any one time on each building elevation.
7. Work shall be progress as follows:
 - 7.1. Where possible install wall plates.
 - 7.2. Relay brick at building corners and parapet.
 - 7.3. Relay brick at windows and install pre-cast lintels.
 - 7.4. Tuck point and surface defect repair.
 - 7.5. Crack filling base coat.
 - 7.6. Apply finish coats.
8. As work progress engineer may require "Helifix" remedial ties to be installed depending on structural integrity.
9. Mortar for relaying and tuck pointing shall be a mix of lime, fine aggregate and Portland Cement in proportions provided by owner.
10. Lintels shall be commercial manufactured pre-cast concrete.
11. Contractor shall make every effort not to disturb the interior course of the cavity wall while removing and relaying exterior brick.
12. Contractor shall take note that on the west wall of the building the second floor joist and rafters are supported by the interior course of the cavity wall "pocket" and temporary support will be required in some locations.
13. Brick remove and relay areas are those locations where two or more adjacent brick have lost adhesion, mortar is loose or missing and the bricks can be moved by hand.
14. Surface defect repair shall be those areas where there are isolated missing brick, large gaps or partial missing brick. These areas shall be filled with mortar per Item 5 above.
15. Base coat shall be "Keim Soldalit-Grob" or approved equal.
16. Finish shall be two coats of "Keim Soldalit" or approved equal. Owner shall select color.



FILE NO. 110039-1
 DATED: SEPT 12, 2018
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 REVISED BY: [Signature]
 DATE: SEPT 16, 2018
 PROJECT NAME: 100 E. KIRKWOOD - STRUCTURAL REPAIRS

CERTIFIER'S SIGNATURE: [Signature]
 DATED: SEPT 16, 2018
 PROJECT NAME: 100 E. KIRKWOOD - STRUCTURAL REPAIRS

100 E. KIRKWOOD - STRUCTURAL REPAIRS
 OEI, INC.
 SHEET NUMBER: A2.01



Board of Public Works Staff Report

Project/Event: Request to enter into a hold harmless agreement with Habitat for Humanity for the Trailview neighborhood.

Staff Representative: Liz Carter

Petitioner/Representative: Habitat for Humanity of Monroe County

Date: September 18, 2018

Report: Habitat for Humanity has been constructing the Trailview neighborhood for the past few years. Most of the homes have been constructed; the residents who have moved in would like to receive City services such as sanitation collection and snow and ice removal.

The street that Habitat has constructed, Moravec Way, does not appear to have any deficiencies. However, there are incomplete sidewalks and missing street trees throughout the development which prevent Habitat from receiving a Certificate of Final Acceptance for their public improvements. Once the Certificate is issued, full City services would be extended. A hold harmless agreement would be a temporary measure to provide sanitation services and snow and ice removal to City residents living in the Trailview neighborhood while Habitat completes the public improvements.

Recommendation and Supporting Justification: It is the nature of larger developments to have residents moved into completed homes for months, or even years, while construction is still on-going. While construction of public improvements is not yet complete, the taxpayers who live in the development should have access to City services, if possible. Staff recommends approval of the hold harmless agreement with the condition that Habitat maintain its public improvement bond, complete the public improvements, and then obtain a Certificate of Final Acceptance within a 12 month period of the date of the hold harmless agreement.

Recommend **Approval** **Denial** by Liz Carter

**HOLD HARMLESS AGREEMENT BETWEEN
CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS AND
HABITAT FOR HUMANITY OF MONROE COUNTY INC.
REGARDING SNOW AND ICE REMOVAL AND SANITATION SERVICES**

WHEREAS, Habitat for Humanity of Monroe County Inc. ("Habitat") developed the neighborhood called Trailview in the City of Bloomington ("City"); and,

WHEREAS, in the course of developing Trailview, Habitat constructed a street and an alley which may eventually be accepted and taken over by the City, but at present, such travelways remain privately held by Habitat; and,

WHEREAS, the City has evaluated the development now in place along these travelways and has determined that the degree of completion of the development and the nature of the travelway construction make it feasible to provide sanitation and snow and ice removal services, even though the street and alley have not and will not yet be accepted by the City; and,

WHEREAS, until such time as the street and alley are accepted by the City, the residents along these travelways desire to receive sanitation collection and snow and ice removal as necessary, all such services to be performed by the City; and,

WHEREAS, in order to provide these services, the City must drive large trucks and other similar vehicles onto these privately-held travelways and may spread salt mixtures and/or other materials to aid in snow control; and

WHEREAS, Habitat and the City agree that the provision of the described services by the City is in the best interest of all parties concerned;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, and in consideration of the mutual benefits which will accrue to each of the parties to this Agreement and to the City residents and taxpayers of Trailview, Habitat and the City have agreed and do hereby agree, as follows:

1 Habitat grants permission to the City and its employees to enter upon its private street and alley with vehicles, equipment, and materials deemed appropriate and necessary by the City in order to perform sanitation collection and snow and ice removal.

2 Beginning immediately upon the execution of this Agreement, the City shall only provide sanitation collection and snow and ice removal for residents living along the street and alley in Trailview as shown on the map attached hereto and incorporated herein by reference as Exhibit A.

3 When all public improvements have been constructed, the City will consider acceptance of the street and alley.

4 Habitat shall release, hold harmless and indemnify the City, its officers, agents and employees, from any and all claims or causes of action which may arise as a result of the City's activities necessary or related to providing sanitation collection and snow and ice removal. This includes, but is not limited to, damage to any finished or unfinished street or alley which results from City vehicles traveling upon them, or using salt mixtures or other materials deemed necessary and appropriate by the City for snow and ice control.

5 The City may elect to terminate the services under this Agreement at any time, upon notice to Habitat.

6 The City shall not be obligated to provide services if it cannot access the street and/or alley due to construction equipment or any other equipment or material blocking any part therein.

7 This Agreement shall in no way be construed as the City's acceptance or promise of acceptance of the street and alley described herein. This Agreement shall not create any responsibility of the City to maintain these travelways nor to provide any services other than those specifically described in this Agreement.

8 Habitat shall maintain its performance surety until such a time as the improvements receive Final Acceptance. Habitat shall have one (1) year beginning immediately upon the execution of this Agreement to bring all public improvements into compliance with Bloomington Municipal Code.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement on the dates entered below.

CITY OF BLOOMINGTON
Board of Public Works

Habitat for Humanity

Kyla Cox Deckard

Wendi Goodlett
Executive Director

Beth H. Hollingsworth

Date: _____

Dana Palazzo

Date: _____

John Hamilton, Mayor

Date: _____

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	DIRECTION	CHORD LENGTH
C1	105.55'	100.00'	60°28'31"	58.29'	S60°08'14"E		100.72'
C2	548.10'	1305.28'	24°03'32"	278.15'	S65°59'14"W		544.08'
C3	44.40'	35.00'	72°41'30"	25.75'	S17°36'43"W		41.49'
C4	76.03'	50.00'	87°07'43"	47.56'	S13°39'53"W		68.92'
C5	324.41'	2398.90'	7°44'54"	162.45'	S61°06'11"W		324.16'
C6	84.03'	50.00'	96°17'20"	55.81'	N66°52'42"W		74.48'

BENCHMARK

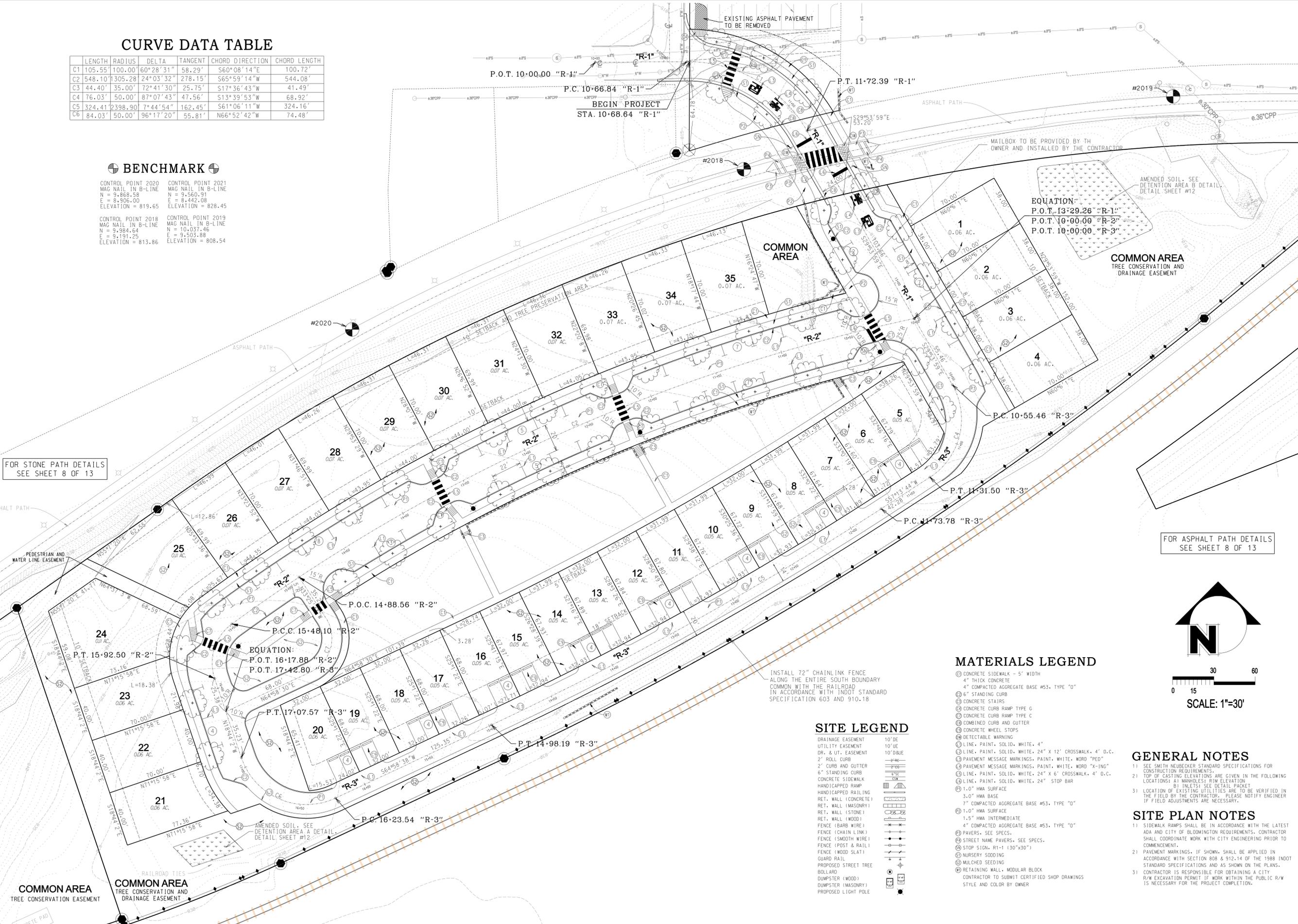
CONTROL POINT 2020 MAG NAIL IN B-LINE N = 9,869.58 E = 8,906.00 ELEVATION = 819.65	CONTROL POINT 2021 MAG NAIL IN B-LINE N = 9,850.91 E = 8,442.08 ELEVATION = 828.45
CONTROL POINT 2018 MAG NAIL IN B-LINE N = 9,984.64 E = 9,191.25 ELEVATION = 813.86	CONTROL POINT 2019 MAG NAIL IN B-LINE N = 10,037.46 E = 9,503.88 ELEVATION = 808.54

FOR STONE PATH DETAILS
SEE SHEET 8 OF 13

FOR ASPHALT PATH DETAILS
SEE SHEET 8 OF 13

COMMON AREA
TREE CONSERVATION EASEMENT

COMMON AREA
TREE CONSERVATION AND
DRAINAGE EASEMENT



Smith Brubach & Associates, Inc.
453 S. Claitor Boulevard
Bloomington, Indiana 47401
Telephone: (812) 336-6336
Fax: (812) 336-0613
Web: http://smibhbrubach.com

STEPHEN L. SMITH
REGISTERED
NO. 16156
STATE OF
INDIANA
PROFESSIONAL ENGINEER

CERTIFICATION DATE
05/20/14

JOB TITLE:
B-LINE NEIGHBORHOOD
MONROE COUNTY
HABITAT FOR HUMANITY

BY	DATE	REVISIONS
JSL	07/14/14	18' PARKING SPACES IN ALLEY

DESIGNED	DRAWN	CHECKED	SLS	DATE

JOB NUMBER
4553

SHEET
2 OF 13

DATE
05/20/14

SITE PLAN

MATERIALS LEGEND

- ① CONCRETE SIDEWALK - 5' WIDTH
- ② 4" THICK CONCRETE
- ③ 4" COMPACTED AGGREGATE BASE #53, TYPE "0"
- ④ 6" STANDING CURB
- ⑤ CONCRETE STAIRS
- ⑥ CONCRETE CURB RAMP TYPE G
- ⑦ CONCRETE CURB RAMP TYPE C
- ⑧ COMBINED CURB AND GUTTER
- ⑨ CONCRETE WHEEL STOPS
- ⑩ DETECTABLE WARNING
- ⑪ LINE, PAINT, SOLID, WHITE, 4"
- ⑫ LINE, PAINT, SOLID, WHITE, 24" x 12' CROSSWALK, 4" O.C.
- ⑬ PAVEMENT MESSAGE MARKINGS, PAINT, WHITE, WORD "PED"
- ⑭ PAVEMENT MESSAGE MARKINGS, PAINT, WHITE, WORD "X-ING"
- ⑮ LINE, PAINT, SOLID, WHITE, 24" x 6' CROSSWALK, 4" O.C.
- ⑯ LINE, PAINT, SOLID, WHITE, 24" STOP BAR
- ⑰ 1.0" HMA SURFACE
- ⑱ 3.0" HMA BASE
- ⑲ 7" COMPACTED AGGREGATE BASE #53, TYPE "0"
- ⑳ 1.0" HMA SURFACE
- ㉑ 1.5" HMA INTERMEDIATE
- ㉒ 4" COMPACTED AGGREGATE BASE #53, TYPE "0"
- ㉓ PAVERS, SEE SPECS.
- ㉔ STREET NAME PAVERS, SEE SPECS.
- ㉕ STOP SIGN, R1-1 (30"x30")
- ㉖ NURSERY SODDING
- ㉗ MULCHED SEEDING
- ㉘ RETAINING WALL, MODULAR BLOCK
- CONTRACTOR TO SUBMIT CERTIFIED SHOP DRAWINGS
STYLE AND COLOR BY OWNER

SITE LEGEND

- 10' DE
- 10' UE
- DR. & UT. EASEMENT
- 2" ROLL CURB
- 2" CURB AND GUTTER
- 6" STANDING CURB
- CONCRETE SIDEWALK
- HANDICAPPED RAMP
- HANDICAPPED RAILING
- RET. WALL (CONCRETE)
- RET. WALL (MASONRY)
- RET. WALL (STONE)
- RET. WALL (WOOD)
- FENCE (BARB WIRE)
- FENCE (CHAIN LINK)
- FENCE (SMOOTH WIRE)
- FENCE (POST & RAIL)
- FENCE (WOOD SLAT)
- GUARD RAIL
- PROPOSED STREET TREE
- BOLLARD
- DUMPSTER (WOOD)
- DUMPSTER (MASONRY)
- PROPOSED LIGHT POLE

GENERAL NOTES

- 1) SEE SMITH NEUBECKER STANDARD SPECIFICATIONS FOR CONSTRUCTION REQUIREMENTS.
- 2) TOP OF CASTING ELEVATIONS ARE GIVEN IN THE FOLLOWING LOCATIONS: A) MANHOLES: RIM ELEVATION B) INLETS: SEE DETAIL PACKET
- 3) LOCATION OF EXISTING UTILITIES ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR. PLEASE NOTIFY ENGINEER IF FIELD ADJUSTMENTS ARE NECESSARY.

SITE PLAN NOTES

- 1) SIDEWALK RAMP SHALL BE IN ACCORDANCE WITH THE LATEST ADA AND CITY OF BLOOMINGTON REQUIREMENTS. CONTRACTOR SHALL COORDINATE WORK WITH CITY ENGINEERING PRIOR TO COMMENCEMENT.
- 2) PAVEMENT MARKINGS, IF SHOWN, SHALL BE APPLIED IN ACCORDANCE WITH SECTION 808 & 912.14 OF THE 1988 INDOT STANDARD SPECIFICATIONS AND AS SHOWN ON THE PLANS.
- 3) CONTRACTOR IS RESPONSIBLE FOR OBTAINING A CITY R/W EXCAVATION PERMIT IF WORK WITHIN THE PUBLIC R/W IS NECESSARY FOR THE PROJECT COMPLETION.



Board of Public Works

Staff Report

Project/Event: Approval of Supplement 2 for the Preliminary Engineering Services Contract with WSP USA, Inc. for the 2nd-Bloomfield Multimodal Safety Improvements Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 09/18/2018

Report: This project will construct a multiuse path along the north side of W 2nd Street/W Bloomfield Road from S Patterson Drive to S Adams Street. It will also construct improvements for the signalized intersections of West Bloomfield Road at S Landmark Avenue and W 2nd Street at S Patterson Drive. The project is included in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Plan (TIP) and is programmed with federal funding for preliminary engineering (\$104,331), construction engineering (\$50,491), and construction (\$743,376). Construction is expected in 2019.

WSP USA, Inc. is under contract to design this project with an existing total contract of \$281,751.04. This supplement will remove some unnecessary real estate services and add previously unexpected services for a hydraulics report, lighting design, and modifications to the signal detection. The net fee increase is \$11,437.08 and the new total contract amount is \$293,188.12. This contract is funded by the Consolidated TIF and staff anticipates taking a funding request to the RDC at their 9/17/2018 meeting for this additional work.

Recommendation and Supporting Justification: Staff recommends that the Board approve Supplement 2 for the Preliminary Engineering Services Contract with WSP USA, Inc. for the 2nd-Bloomfield Multimodal Safety Improvements Project.

Recommend **Approval** **Denial** by Neil Kopper

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Approved	01/10/2017
Design Services Contract*	Current Item	09/18/2018
ROW Services Contract*	Current Item	09/18/2018
Public Need Resolution	Approved	01/23/2018
Construction Inspection Contract	Future	2018
Construction Contract	N/A**	2019

*ROW Services and Design Services are part of the same contract which was previously approved on 02/21/2017 and amended on 01/23/2018.

** Construction contracts for federally funded projects are approved and managed by INDOT.

**LPA – CONSULTING CONTRACT
SUPPLEMENT NO. 2**

This supplemental contract is made and entered into this _____ day of September, 2018, by and between the City of Bloomington, Indiana, hereinafter referred to as the "LPA", and WSP USA, Inc., hereinafter referred to as the "Consultant".

WITNESSETH

WHEREAS, the LPA on February 21, 2017, entered into a contract, providing for the necessary services required in connection with the signal upgrades at the intersections of Bloomfield & Landmark and Bloomfield & Patterson, and the design of a segment of multiuse path along the north side of Bloomfield between Adams & Patterson.

WHEREAS, in order to provide for completion of these services it is necessary to amend and supplement the Contract again, which was previously amended via Supplement No. 1.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. SECTION I of the original contract is revised as summarized in Appendix "E", annexed hereto and by this reference incorporated herein for all purposes as if fully set forth.
2. SECTION IV of the original contract is amended to read as follows:

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "F" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ **293,188.12.**

3. All other terms and conditions of the contract shall remain in full force and effect.

The parties having read and understand the foregoing terms of the Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

LOCAL PUBLIC AGENCY

Recommended for approval by:

Duane McKinney, Area Manager
Print or type name and title

John Hamilton, Mayor
Print or type name and title

Signature and date

Signature and date

Kyla Cox Deckard, President,
Board of Public Works
Print or type name and title

ATTEST:

Signature and date

Print or type name and title

Signature and date

ATTEST:

(Print or type name and title)

(Signature)

APPENDIX "E"
ADDITIONAL SCOPE

2nd/Bloomfield, Des No 1601851

The amended scope/fee included the following:

Task	Unit Cost / Parcel	Number of Parcels	Total Dollars
Right of Way Acquisition Management	\$1,050	8	\$8,400.00
Appraisal			
<i>Waiver Valuation</i>	\$630	4	\$2,520.00
<i>Value Finding</i>	\$1,785	1	\$1,785.00
<i>Short Form</i>	\$2,625	3	\$7,875.00
Appraisal Review			
<i>Waiver Valuation</i>	\$370	4	\$1,480.00
<i>Value Finding</i>	\$895	1	\$895.00
<i>Short Form</i>	\$1,260	3	\$3,780.00
Buying	\$1,785	8	\$14,280.00
Recording			\$600.00
Total			\$41,615.00

Based on Stage 3 design, only seven parcels will be acquired, not eight. Therefore, the scope/fee will be modified as follows (a decrease in fee of \$7,825.00):

Task	Unit Cost / Parcel	Number of Parcels	Total Dollars
Right of Way Acquisition Management	\$1,050	7	\$7,350.00
Appraisal			
<i>Monroe Owen</i>	Varies	7	\$8,715.00
Appraisal Review			
<i>First Appraisal Group</i>	Varies	7	\$4,530.00
Buying	\$1,785	7	\$12,495.00
Recording			\$700.00
Total			\$33,790.00

However, per the request of the LPA, the following will be added to the scope/fee (an additional fee of \$19,262.08):

Hydraulics Report

Design closed drainage system to convey runoff into existing storm sewer system. This includes drainage area determination, runoff calculations, inlet spacing based on allowable spread, pipe sizing, pipe capacity, and pipe material determination. The design of the proposed storm sewer system is also detailed in plan sheets, drainage profiles, structure data table, and a pipe material summary table. A drainage report will summarize all assumptions, calculations, and supporting documents.

40 hours, Supv Engineer	40 x \$149.56 = \$5,982.40
40 hours, Lead Engineer	40 x \$138.33 = \$5,533.20

Lighting Design

WSP will perform voltage drop calculations to determine cable sizes, fuse sizes, and other information needed to produce a data service table. Additionally, WSP will produce plan sheets that show the service point, location of luminaires, light source, luminaire wattage, and underground materials including cables, conduit, handholes, and cable duct markers as needed. This task includes two reviews by INDOT.

40 hours, Lead Engineer	40 x \$138.33 = \$5,533.20
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Additional Utility Coordination for Lighting Design

WSP will coordinate with the utility company to verify proposed locations for service. This task will include up to one (1) meeting with the utility company.

4 hours, Lead Engineer	4 x \$138.33 = \$553.32
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Signal Detection Change

WSP will change the vehicle detection at both signals from wireless pucks to video detection. This will include plan & quantity changes and new special provisions.

12 hours, Lead Engineer	12 x \$138.33 = \$1,659.96
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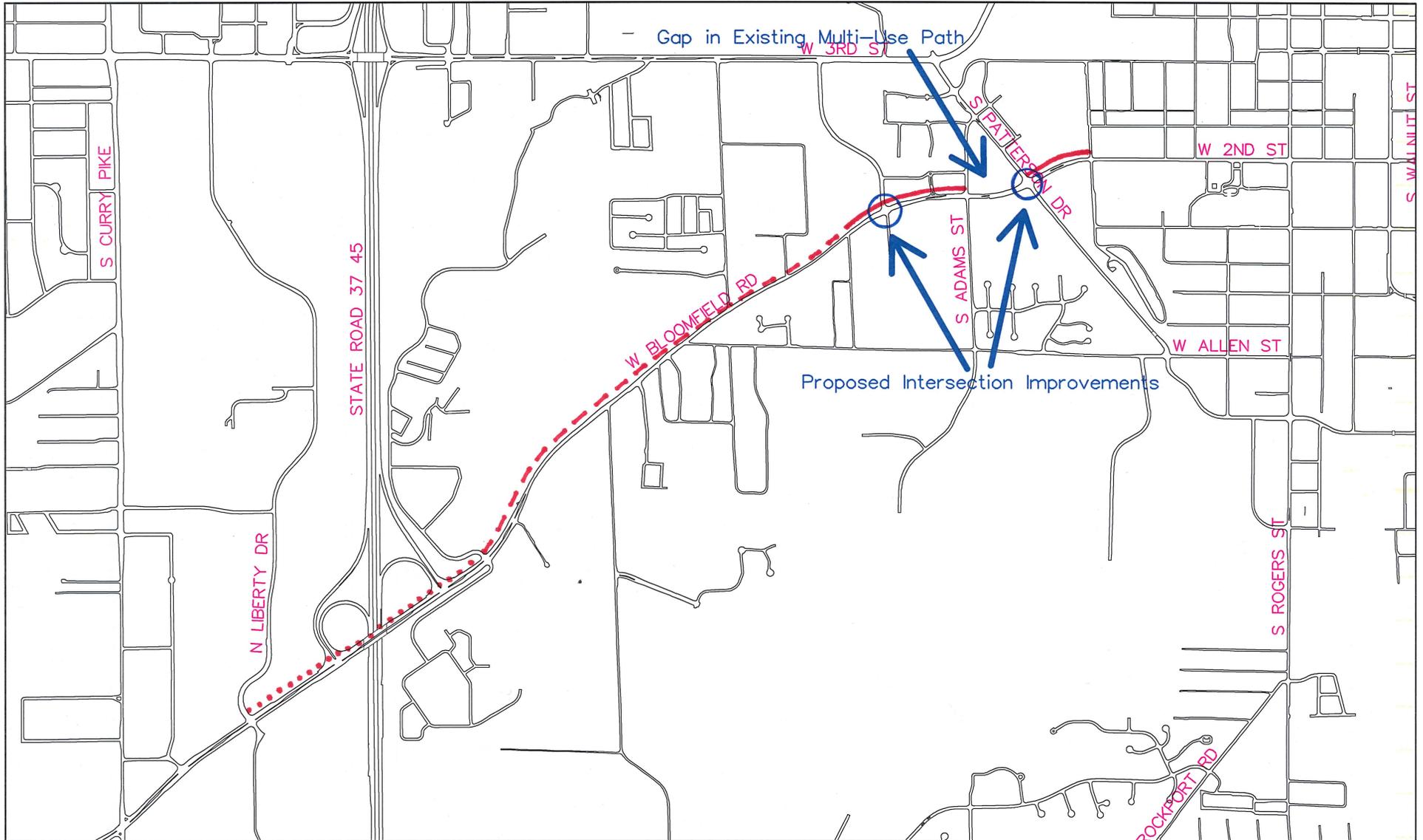
APPENDIX "F"

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the satisfactory performance of the work performed under this Agreement a firm fixed price lump sum of \$293,188.12 which shall not be increased unless a modification of this Agreement is approved in writing by the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation.

B. Method of Payment

1. The CONSULTANT shall submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LOCAL PUBLIC AGENCY. The invoice voucher shall represent the value, to the LOCAL PUBLIC AGENCY, of the partially completed work as of the date of the voucher. The CONSULTANT shall attach thereto a summary of each Task, percentage completed, and prior payments.
2. The LOCAL PUBLIC AGENCY, for and in consideration of the rendering of the professional services provided for Appendix A, agrees to pay the CONSULTANT for rendering such services the fees established above in the following manner:
 - i. For completed work, and upon receipt of invoices from the CONSULTANT and approval thereof by the LOCAL PUBLIC AGENCY but in no event later than 30 days after receipt of said invoices, payments covering the work performed shall be due and payable to the CONSULTANT. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.
3. In the event of a substantial change in the scope, character, or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Item 6 (Changes in Work) of the General Provisions set out in this Agreement.



-  Multi-Use Path (Existing)
-  Multi-Use Path (Under Construction)
-  Multi-Use Path (Scheduled for Near-Term Construction)

By: koppern
22 Jan 16



For reference only; map information NOT warranted.



City of Bloomington
Planning & Transportation



Scale: 1" = 1500'



Board of Public Works Staff Report

Project/Event: Turf Work, Boxes for Irrigation Controls, and Landscape Bed Work at City Hall

Petitioner/Representative: Department of Public Works, Facilities Division

Staff Representative: J. D. Boruff, Operations and Facilities Director

Meeting Date: September 18, 2018

This project is re-grade, seed and straw, install at grade valve boxes for irrigation controls, and landscape bed maintenance at City Hall.

Three bids were solicited for this work. We had two responsive and one unresponsive bidder. They are as follows:

Nature's Way	No Bid
Sowers Landscape	\$4,195.00
Designscape Horticultural Services, Inc.	\$2,810.00

Staff recommends awarding the contract to Designscape.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

J. D. Boruff
Operations and Facilities Director
Public Works Department

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
DESIGNSCAPE HORTICULTURAL SERVICES, INC.
FOR
GRADING, TURF INSTALLATION, AND LANDSCAPE BED MAINTENANCE AT CITY HALL

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Designscape Horticultural Services, Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for Grading, turf installation, and landscape bed maintenance, (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

1.01 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 within forty-five (45) days of Notice to Proceed, 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. The 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

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Two Thousand Eight Hundred Ten dollars (\$2,810.00). 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.

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

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

3.05 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.

4.03 **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.

4.04 Withholding Funds for Completion of Contract 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.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

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

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.

5.03 Successors and Assigns

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.

5.04 Extent of Agreement: Integration

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:

1. 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.
6. 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 Bond and the Payment Bond.
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.

5.05 Insurance

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>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 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 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. 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.
- b. 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 both a Performance Bond and a 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 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR’s Payment Bond.

5.12.04 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. 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.

5.13.01 The surety of the Payment Bond may not be released until one (1) year after the Board’s final settlement with the 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 Public Works	Designscape Horticultural Services, Inc.
Attn: J. D. Boruff, Facilities Director	Attn: Dan Glusenkamp
P.O. Box 100 Suite 120	2877 T.C. Steele Road
Bloomington, Indiana 47402	Nashville, Indiana 47448

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with 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.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the “Scope of Work” of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the 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.

5.19 Non-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 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. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Designscape Horticultural Services, Inc.

BY:

BY:

Kyla Cox Deckard, President

Dan Glusenkamp, Owner

Beth H. Hollingsworth, Member

Dana Palazzo, Member

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

GRADING, TURF INSTALLATION, AND LANDSCAPE BED MAINTENANCE AT CITY HALL

This project shall include, but is not limited to:

1. Grading and seeding lawn areas in tiers on east side of City Hall.
2. Installing at grade valve boxes for irrigation controls.
3. Aerate all lawn areas involved.
4. Cut down with hand spade and hand saw roots to lower the landscape bed edges, providing a 12" perimeter, approximately 3" deep, then rake back in 1-2" of mulch.
5. Prune Viburnum in maintenance drive.
6. Weed tree grates along Morton St.

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
 COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
 (job title)
 _____.
 (company name)
2. The undersigned is duly authorized and has full authority to execute this Quoter's Affidavit.
3. 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.
4. By submission of this Quote and subsequent execution of a Contract, the undersigned Quoter certifies that as successful Quoter (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Quoter certifies that as successful Quoter (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Quoter acknowledges that included in the various items listed in the Schedule of Quote Prices and in the Total Amount of Quote Prices are costs for complying with I.C. 36-1-12-20. The Quoter further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify) _____

 Signature

Date: _____, 20____

 Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20____.

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

*Quoters: Add extra 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 D

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 _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name



Board of Public Works Staff Report

Project/Event: Cleaning Contract for Public Works Department

Petitioner/Representative: Department of Public Works

Staff Representative: J. D. Boruff, Facilities Director, Public Works

Meeting Date: September 18, 2018

A Request for Proposals (RFP) was issued on July 30, 2018 for cleaning services at City of Bloomington Public Works Department, and City of Bloomington Utilities, facilities. The scope of the contract includes cleaning services at 10 Facilities. A mandatory site meeting was held on August 10, 2018. During this meeting interested vendors were walked through all facilities in question, given details on submitting a proposal, and had an opportunity to ask questions. The submittals were due by 12:00 pm on August 20, 2018. There were two companies that submitted proposals, Executive Management Services and SSW Enterprises, LLC (dba OfficePride Cleaning). The criteria for evaluation, and our position on how each submitter meets them are detailed below.

Performance

EMS is the current contractor for cleaning services for both the Department of Public Works and City of Bloomington Utilities. Staffing at City Hall in particular has created some issues. When EMS started their services, there were 3 employees consistently assigned to City Hall. Now there are no more than 2 employees on any given night. This has created issues with "deep cleaning" tasks such as high dusting. This issue was brought up with EMS staff and they refuted that this was the case. There have been discussions with several City staff members who have been at City Hall for several years, and they state that this is actually what has happened. It was requested that the floors in City Hall be stripped and waxed in December of 2017. It took two more requests before the floors were finally refinished in April of 2018. There was one instance where a stain was observed on a toilet (downstairs men's public bathroom) for more than 3 weeks before it was cleaned.

References

References were checked for both companies. When references were checked for SSW Enterprises, LLC, they all were favorable. We attempted to contact the references for EMS. Two of the references did not respond to our attempt to contact them. The

one reference we were able to obtain for EMS was very negative. The person we spoke with claimed they were in the process of looking for a new contractor for their cleaning service. They went on to give details for this. These included employee turnover, necessity of frequent meetings to discuss deficiencies in EMS' performance, and EMS adding additional costs to their billing without their knowledge or consent. SSW Enterprises, LLC definitely has better references than EMS.

Contract Information, including how complaints are handled

Both companies have a web based system for handling complaints. SSW Enterprises, LLC has a local office located at 113 East 6th Street. We feel a local company would be more responsive to complaints and feedback.

Staffing capability and availability

Both companies would be able to meet staffing requirements and be available to start when specified by the contract. SSW Enterprises, LLC, would have a supervising staff member dedicated to floors and facility inspection. Also, SSW Enterprises, LLC, has an office in Bloomington. Because of these considerations, staff feels SSW Enterprises, LLC, would better serve our needs in this area.

Green Cleaning program

Both submitters detailed the green cleaning products they would be using and the standards that they met. EMS has the GS-42 certification, but this is not required. We feel both EMS and SSW Enterprises, LLC, would be able to meet our requirements for green cleaning practices. This area of consideration favors neither company.

Equipment and supplies

Both EMS and SSW Enterprises, LLC, submitted adequate equipment lists, cleaning product information, and information on paper products.

Cost of Service

The cost of services proposed by the two companies were fairly close given the total amount of the contract. The annual cost of services, including supplies, as would be requested by the Public Works Department are as follows:

EMS	\$209,883.75
SSW Enterprises, LLC	\$203,698.56

The contract would run for the balance of 2018 and all of 2019, with an annual option for renewal for 2020 and 2021.

Based on all criteria evaluated, Public Works staff recommends award of the Department of Public Works contract for custodial services to SSW Enterprises, LLC. The contract with SSW Enterprises, LLC would be at total of \$254,623.20.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff". The letters are cursive and fluid, with the "J" and "D" being particularly prominent.

J. D. Boruff
Operations and Facilities Director
Public Works Department

PROJECT NAME: Custodial Maintenance & Janitorial Services

AGREEMENT FOR CUSTODIAL MAINTENANCE & JANITORIAL SERVICES
AT CITY OF BLOOMINGTON FACILITIES

This Agreement, entered into on this _____ day of _____, 2018, by and between the City of Bloomington Public Works Department through the Department of Public Works (hereinafter referred to as "Department"), and SSW Enterprises, LLC, (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to retain Contractor's services for custodial maintenance and janitorial services to be performed at the following facilities: 401 N. Morton Street (Bloomington Showers City Hall), 800 East Miller Drive (Fleet Maintenance), 3405 Old State Road 37 South (Sanitation Garage), Skywalk Common Areas (walkway connecting 4th Street Garage and Fountain Square Market Area on the City Square), 1980 South Henderson Street (Street Department), and 3410 S. Old State Road 37 South (Animal Shelter); and

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

WHEREAS, Contractor is willing and able to provide such Services to the Department;

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

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

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

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the Public Works Facilities and Operations Director or his or her designee(s).

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

Article 2. Standard of Care: Contractor shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Contractor's profession in the location and at the time of the rendering of the services. Contractor shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted maintenance and janitorial standards that a Contractor would exercise under the same or similar circumstance.

Article 3. Responsibilities of the Department: The Department shall provide all necessary information regarding the requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor 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.

A. Representative

The Department hereby designates J. D. Boruff, Public Works Facilities and Operations Director or his or her designee(s), ("Boruff"), to serve as the Department's representative for the project. Boruff shall have the authority to transmit instructions, receive information, interpret and define the Department's requirements and make decisions with respect to the Services.

B. Decisions

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

Article 4. Term of Agreement:

Initial Term: This Agreement shall begin on October 1, 2018, and terminate on December 31, 2019, provided neither party gives written notice to the other of its intent to terminate this Agreement as set forth in this Agreement.

Renewal Term: Following the Initial Term, the Department has the option, in its sole and absolute discretion, to renew this Agreement up to two (2) times, provided that neither party gives written notice to the other of its intent not to renew this Agreement at least sixty (60) days prior to the expiration the Initial Term or the first Renewal Term. The first Renewal Term, if entered, would begin on January 1, 2020 and end on December 31, 2020. The second and

final Renewal Term, if entered, would begin on January 1, 2021 and end on December 31, 2021. The Department or its designee(s) will notify Contractor of its intention to exercise the option to renew this Agreement at least ninety (90) days prior to the end of the Initial Term and the first Renewal Term.

Article 5. Compensation: Upon submittal of approved claims, the Department shall compensate Contractor as 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 under this Agreement for the Initial Term, including fees and expenses, shall not exceed the amount of Two Hundred Fifty-Four Thousand, Six Hundred Twenty-Three Dollars and Twenty Cents (\$254,623.20). The total compensation paid under this Agreement from October 1, 2018 through December 31, 2018, shall not exceed the amount of Fifty Thousand, Nine Hundred Twenty-Four Dollars and Sixty-Four Cents (\$50,924.64). The total compensation paid under this Agreement for calendar year 2019 shall not exceed the amount of Two Hundred Three Thousand, Six Hundred Ninety-Eight Dollars and Fifty-Six Cents (\$203,698.56). These compensation sums include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made for the work completed only.

In accordance with Indiana Code § 5-22-17-4, total compensation paid under this Agreement for any Renewal Term shall not exceed a five percent (5%) increase over the compensation paid for the previous calendar year covered under this Agreement. Total compensation paid under this Agreement for calendar year 2020 (the first Renewal Term, if entered) shall not exceed a five percent (5%) increase over total compensation paid for calendar year 2019. Total compensation paid under this Agreement for calendar year 2021 (the second and final Renewal Term, if entered) shall not exceed a five percent (5%) increase over the total compensation paid for calendar year 2020 (the first Renewal Term, if entered).

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 Department or the Department's designated representative(s) prior to such work being performed, or expenses incurred. The Department 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.

A. 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 Department may reasonably require.

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

B. Billing Records:

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

Article 6. 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 8 herein.

Article 7. Schedule: Contractor shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 8. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

Upon termination or suspension of this Agreement, all materials or supplies purchased and/or stocked by Contractor in connection with this Agreement shall become the property of the Department.

Article 9. Identity of Contractor: Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Contractor has represented will be responsible therefor. Contractor 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 Contractor. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional subcontractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 10. Independent Contractor Status: During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department.

Article 11. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Contractor or Contractor's officers, directors, partners, employees, or subcontractors in the performance of services under this Agreement.

Article 12. Insurance: During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

c. 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 Department, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under the Agreement. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department required proof that the insurance has been procured and is in force and paid for, Department shall have the right at Department's election to forthwith terminate the Agreement.

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

Article 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. Assignment: Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Contractor may assign its rights to payment without the 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 Contractor.

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 County Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination: Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Article 20. Compliance with Laws: In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Contractor shall advise Department of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action. Contractor shall comply with the City's Living Wage Ordinance throughout the term of this Agreement.

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

Department:

City of Bloomington
Public Works Department
Attn: J. D. Boruff
401 N. Morton Street, Suite 120
Bloomington, Indiana 47404

Contractor:

SSW Enterprises, LLC
Attn: Stanley Weaver
9402 N. Staton Drive
 Mooresville, IN 46158

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

Article 22. Intent to be Bound: The Department and the Contractor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

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

Article 24. Verification of New Employee' Employment Status: Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached as Exhibit E, 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 8U.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 Department obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Department shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that

the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) day period, the Department shall terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Department may allow the Agreement to remain in effect until the Department procures a new Contractor. If the Department terminates the Agreement, the Contractor or its subcontractor is liable to the Department 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 Department.

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 25. 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 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. Contractor shall sign an affidavit, attached hereto as Exhibit F, 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

Contractor

City of Bloomington
Department of Public Works

SSW Enterprises, LLC

By: _____
Kyla Cox Deckard, President

Stanley Weaver, Member and Owner

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

By: _____
Adam Wason, Director
Public Works Department

By: _____
Philippa M. Guthrie, Corporation Counsel

EXHIBIT A

Scope of Work for Department of Public Works Facilities

Contractor is expected to complete the tasks listed at the stated frequency for each location:

City Hall - 401 North Morton Street – 5 nights per week

Entry/ Lobby Area (Approximately 1,780 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Clean both sides of all glass doors.	Daily
Damp Mop Entire Area.	3 Times per Week
Dust ledges and window sills.	2 Times per Week
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	2 Times per Week
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Office Areas (Approximately 31,500 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Spot vacuum to remove visible soil.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Fully vacuum all carpets from wall to wall.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Hot water extract carpeting using high pressure extraction equipment.	2 times per Year
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Conference Rooms (Approximately 2,100 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily

Spot vacuum to remove visible soil.	Daily
Dust ledges and window sills.	2 Times per Week
Fully vacuum all carpets from wall to wall.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Hot water extract carpeting using high pressure extraction equipment.	2 Times per Year

Copy Rooms (Approximately 850 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	2 Times per Week
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Common Areas (Approximately 8,700 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Spot vacuum to remove visible soil.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust ledges and window sills.	2 Times per Week
Fully vacuum all carpets from wall to wall.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Hot water extract carpeting using high pressure extraction equipment.	2 Times per Year
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Break Room Areas (Approximately 650 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all sinks and wipe dry.	Daily
Damp clean and sanitize table tops.	Daily
Damp clean interior and exterior of microwave oven.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily

Clean refrigerator, and empty contents at customer request.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Stairs and Elevator (Approximately 600 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Completely clean and vacuum carpeted elevator.	Daily
Dust Mop And Spot Mop Stairs, Dust Railings, Ledges And Spot Clean.	3 Times per Week
Dust Mop Stairs, Dust Railings, Ledges And Spot Clean.	2 Times per Week
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Clean And Polish Metal Elevator Threshold Plates.	Weekly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Restrooms (Approximately 3,100 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all restroom fixtures.	Daily
Clean mirrors.	Daily
Clean and sanitize counter tops.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Damp Mop Entire Area.	Daily
Fully clean all showers.	Daily
Wash all restroom partitions on both sides.	Weekly
Dust All Low Reach Areas.	Weekly
Machine scrub floors using germicidal detergent.	Monthly
Dust and clean all return air vents.	Monthly

Fleet Maintenance - 800 E. Miller Drive – 5 nights per week

Office Areas (Approximately 1,350 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly

Common Areas (Approximately 100 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Restrooms (Approximately 200 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all restroom fixtures.	Daily
Clean Mirrors.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Damp Mop Entire Area.	Daily
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly

Sanitation - 3406 S. Old SR37 South – 5 nights per week

Office Area (Approximately 230 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Machine scrub hard surface floor and apply one coat of polish.	Yearly

Common Area (Approximately 250 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Break Room (Approximately 350 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all sinks and wipe dry.	Daily
Damp clean and sanitize table tops.	Daily
Damp clean interior and exterior of microwave oven.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Damp Mop Entire Area.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Restrooms (Approximately 280 Square Feet)

Spot clean all walls, light switches and doors.	Daily
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Clean and sanitize all restroom fixtures.	Daily
Clean mirrors.	Daily
Clean and sanitize counter tops.	Daily
Damp Mop Entire Area.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Wash all restroom partitions on both sides.	Daily
Fully Clean All Showers.	Daily
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly

Street Department - 1981 South Henderson Street – 5 nights per week

Office Areas (Approximately 730 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	2 Times per Year
Machine scrub hard surface floor and apply one coat of polish.	Yearly

Common Area (Approximately 750 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Break Room (Approximately 65 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all sinks and wipe dry.	Daily
Damp clean and sanitize table tops.	Daily
Damp clean interior and exterior of microwave oven.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Weekly
Clean refrigerator, and empty contents at customer request.	Monthly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Restrooms (Approximately 600 Square Feet)

Spot clean all walls, light switches and doors.	Daily
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Clean and sanitize all restroom fixtures.	Daily
Clean mirrors.	Daily
Clean and sanitize counter tops.	Daily
Damp Mop Entire Area.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Wash all restroom partitions on both sides.	Daily
Fully Clean All Showers.	Daily
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Skywalk at 4th Street Parking Garage (over 4th Street) – 3 nights per week

Skywalk (Approximately 1,800 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Damp Mop Entire Area.	Daily
Dust All Low Reach Areas.	Weekly
All High Reach Areas.	Weekly

Animal Care and Control - 3410 Old SR37 South – 3 nights per week

Entry/ Lobby Area (Approximately 2,300 Square Feet)

Spot clean all walls, light switches and doors.	3 Times per Week
Dust mop all hard surface floors with treated dust mop.	3 Times per Week
Clean both sides of all glass doors.	3 Times per Week
Damp Mop Entire Area.	3 Times per Week
Dust ledges and window sills.	3 Times per Week
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	3 Times per Week
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Public Restrooms (Approximately 150 Square Feet)

Spot clean all walls, light switches and doors.	3 Times per Week
Clean and sanitize all restroom fixtures.	3 Times per Week
Clean mirrors.	3 Times per Week
Clean and sanitize counter tops.	3 Times per Week
Damp Mop Entire Area.	3 Times per Week
Refill paper towel and toilet paper dispensers.	3 Times per Week
Empty All Trash Receptacles And Replace Liners As Necessary.	3 Times per Week
Wash all restroom partitions on both sides.	3 Times per Week
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Break Room (Approximately 690 Square Feet)

Spot clean all walls, light switches and doors.	Weekly
Clean and sanitize all sinks and wipe dry.	Weekly
Damp clean and sanitize table tops.	Weekly
Damp clean interior and exterior of microwave oven.	Weekly
Dust mop all hard surface floors with treated dust mop.	Weekly
Empty All Trash Receptacles And Replace Liners As Necessary.	Weekly
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Weekly
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Weekly
Clean refrigerator, and empty contents at customer request.	Monthly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly

Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish. Yearly

Meeting Room (Approximately 910 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories. Weekly

Spot clean all walls, light switches and doors. Weekly

Empty All Trash Receptacles And Replace Liners As Necessary. Weekly

Damp Mop Entire Area. Weekly

Dust ledges and window sills. Weekly

Dust All Low Reach Areas. Weekly

Dust All High Reach Areas. Weekly

Machine scrub hard surface floor and apply one coat of polish. Yearly

Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish. Yearly

EXHIBIT B
SCHEDULE OF COMPENSATION

The total compensation for the fifteen (15) month Initial Term of this Agreement, including any and all fees and expenses, shall not exceed the amount of Two Hundred Fifty-Four Thousand, Six Hundred Twenty-Three Dollars and Twenty Cents (\$254,623.20).

Compensation paid from October 1 through December 31, 2018 (3 months) shall not exceed the amount of Fifty Thousand, Nine Hundred Twenty-Four Dollars and Sixty-Four Cents (\$50,924.64).

Compensation paid from January 1, 2019 through December 31, 2019 (12 months) shall not exceed the amount of Two Hundred Three Thousand, Six Hundred Ninety-Eight Dollars and Fifty-Six Cents (\$203,698.56).

October – December 2018	\$ 50,924.64
January – December 2019	\$ <u>203,698.56</u>
Total compensation paid under the Initial Term of this Agreement shall not exceed:	\$ 254,623.20

This Agreement may be renewed for calendar years 2020 and 2021.

Total compensation paid under this Agreement for calendar year 2020 (the first Renewal Term, if entered) shall not exceed a five percent (5%) increase over total compensation paid for calendar year 2019.

Total compensation paid under this Agreement for calendar year 2021 (the second and final Renewal Term, if entered) shall not exceed a five percent (5%) increase over the total compensation paid for calendar year 2020 (the first Renewal Term, if entered).

**EXHIBIT C
SCHEDULE**

Contractor shall begin providing services on October 1, 2018, in accordance with the conditions stated in this Agreement and shall continue providing such services through December 31, 2019, (the Initial Term) unless terminated before in accordance with the conditions contained in this Agreement.

This Agreement may be renewed for calendar years 2020 and 2021, as provided in this Agreement.

**EXHIBIT D
PRINCIPAL PERSONNEL**

CONTRACTOR will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Department.

Position / Responsibility

Name

Member and Owner

Stanley Weaver

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

1. The undersigned is the _____ of _____.

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.

Printed Name, Title

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2018.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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 _____, 2018.

(Name of Organization)

By: _____
Printed Name, Title

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2018

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

EXHIBIT A

Scope of Work for Department of Public Works Facilities

Contractor is expected to complete the tasks listed at the stated frequency for each location:

City Hall - 401 North Morton Street – 5 nights per week

Entry/ Lobby Area (Approximately 1,780 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Clean both sides of all glass doors.	Daily
Damp Mop Entire Area.	3 Times per Week
Dust ledges and window sills.	2 Times per Week
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	2 Times per Week
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Office Areas (Approximately 31,500 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Spot vacuum to remove visible soil.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Fully vacuum all carpets from wall to wall.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Hot water extract carpeting using high pressure extraction equipment.	2 times per Year
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Conference Rooms (Approximately 2,100 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily

Spot vacuum to remove visible soil.	Daily
Dust ledges and window sills.	2 Times per Week
Fully vacuum all carpets from wall to wall.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Hot water extract carpeting using high pressure extraction equipment.	2 Times per Year

Copy Rooms (Approximately 850 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	2 Times per Week
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Common Areas (Approximately 8,700 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Spot vacuum to remove visible soil.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust ledges and window sills.	2 Times per Week
Fully vacuum all carpets from wall to wall.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Hot water extract carpeting using high pressure extraction equipment.	2 Times per Year
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Break Room Areas (Approximately 650 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all sinks and wipe dry.	Daily
Damp clean and sanitize table tops.	Daily
Damp clean interior and exterior of microwave oven.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily

Clean refrigerator, and empty contents at customer request.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Stairs and Elevator (Approximately 600 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Completely clean and vacuum carpeted elevator.	Daily
Dust Mop And Spot Mop Stairs, Dust Railings, Ledges And Spot Clean.	3 Times per Week
Dust Mop Stairs, Dust Railings, Ledges And Spot Clean.	2 Times per Week
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Clean And Polish Metal Elevator Threshold Plates.	Weekly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Restrooms (Approximately 3,100 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all restroom fixtures.	Daily
Clean mirrors.	Daily
Clean and sanitize counter tops.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Damp Mop Entire Area.	Daily
Fully clean all showers.	Daily
Wash all restroom partitions on both sides.	Weekly
Dust All Low Reach Areas.	Weekly
Machine scrub floors using germicidal detergent.	Monthly
Dust and clean all return air vents.	Monthly

Fleet Maintenance - 800 E. Miller Drive – 5 nights per week

Office Areas (Approximately 1,350 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly

Common Areas (Approximately 100 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Restrooms (Approximately 200 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all restroom fixtures.	Daily
Clean Mirrors.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Damp Mop Entire Area.	Daily
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly

Sanitation - 3406 S. Old SR37 South – 5 nights per week

Office Area (Approximately 230 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Machine scrub hard surface floor and apply one coat of polish.	Yearly

Common Area (Approximately 250 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Break Room (Approximately 350 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all sinks and wipe dry.	Daily
Damp clean and sanitize table tops.	Daily
Damp clean interior and exterior of microwave oven.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Damp Mop Entire Area.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Restrooms (Approximately 280 Square Feet)

Spot clean all walls, light switches and doors.	Daily
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Clean and sanitize all restroom fixtures.	Daily
Clean mirrors.	Daily
Clean and sanitize counter tops.	Daily
Damp Mop Entire Area.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Wash all restroom partitions on both sides.	Daily
Fully Clean All Showers.	Daily
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly

Street Department - 1981 South Henderson Street – 5 nights per week

Office Areas (Approximately 730 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	2 Times per Year
Machine scrub hard surface floor and apply one coat of polish.	Yearly

Common Area (Approximately 750 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Break Room (Approximately 65 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all sinks and wipe dry.	Daily
Damp clean and sanitize table tops.	Daily
Damp clean interior and exterior of microwave oven.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Weekly
Clean refrigerator, and empty contents at customer request.	Monthly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Restrooms (Approximately 600 Square Feet)

Spot clean all walls, light switches and doors.	Daily
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Clean and sanitize all restroom fixtures.	Daily
Clean mirrors.	Daily
Clean and sanitize counter tops.	Daily
Damp Mop Entire Area.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Wash all restroom partitions on both sides.	Daily
Fully Clean All Showers.	Daily
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Skywalk at 4th Street Parking Garage (over 4th Street) – 3 nights per week

Skywalk (Approximately 1,800 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Damp Mop Entire Area.	Daily
Dust All Low Reach Areas.	Weekly
All High Reach Areas.	Weekly

Animal Care and Control - 3410 Old SR37 South – 3nights per week

Entry/ Lobby Area (Approximately 2,300 Square Feet)

Spot clean all walls, light switches and doors.	3 Times per Week
Dust mop all hard surface floors with treated dust mop.	3 Times per Week
Clean both sides of all glass doors.	3 Times per Week
Damp Mop Entire Area.	3 Times per Week
Dust ledges and window sills.	3 Times per Week
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	3 Times per Week
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Public Restrooms (Approximately 150 Square Feet)

Spot clean all walls, light switches and doors.	3 Times per Week
Clean and sanitize all restroom fixtures.	3 Times per Week
Clean mirrors.	3 Times per Week
Clean and sanitize counter tops.	3 Times per Week
Damp Mop Entire Area.	3 Times per Week
Refill paper towel and toilet paper dispensers.	3 Times per Week
Empty All Trash Receptacles And Replace Liners As Necessary.	3 Times per Week
Wash all restroom partitions on both sides.	3 Times per Week
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Break Room (Approximately 690 Square Feet)

Spot clean all walls, light switches and doors.	Weekly
Clean and sanitize all sinks and wipe dry.	Weekly
Damp clean and sanitize table tops.	Weekly
Damp clean interior and exterior of microwave oven.	Weekly
Dust mop all hard surface floors with treated dust mop.	Weekly
Empty All Trash Receptacles And Replace Liners As Necessary.	Weekly
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Weekly
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Weekly
Clean refrigerator, and empty contents at customer request.	Monthly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly

Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish. Yearly

Meeting Room (Approximately 910 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories. Weekly

Spot clean all walls, light switches and doors. Weekly

Empty All Trash Receptacles And Replace Liners As Necessary. Weekly

Damp Mop Entire Area. Weekly

Dust ledges and window sills. Weekly

Dust All Low Reach Areas. Weekly

Dust All High Reach Areas. Weekly

Machine scrub hard surface floor and apply one coat of polish. Yearly

Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish. Yearly



Board of Public Works Staff Report

Project/Event: Cleaning of City Hall Plaza and Entry

Petitioner/Representative: Department of Public Works, Facilities Division

Staff Representative: J. D. Boruff, Operations and Facilities Director

Meeting Date: September 18, 2018

This project is to clean the City Hall brick plaza, retaining walls, City Hall sign, and structure over main entrance

Three quotes were solicited. There was only one responsive bidder:

Hoosier Power Wash	\$4,550.00
Power Washing Plus	No Bid
Quicks Power Washing	No Bid

Public Works staff recommend award to Hoosier Power Wash.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

J. D. Boruff
Operations and Facilities Director
Public Works Department

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
HOOSIER POWER WASH
FOR
CITY HALL PLAZA AND ENTRY CLEANING

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Hoosier Power Wash, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **cleaning of City Hall plaza and entry**, (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

1.01 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 within forty-five (45) days of Notice to Proceed, 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. The 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

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Four Thousand Five Hundred Fifty Dollars (\$4,550.00). 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.

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

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

3.05 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.

4.03 **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.

4.04 Withholding Funds for Completion of Contract 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.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

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

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.

5.03 Successors and Assigns

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.

5.04 Extent of Agreement: Integration

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:

1. 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.
6. 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 Bond and the Payment Bond.
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.

5.05 Insurance

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>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 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 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. 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.
- b. 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 both a Performance Bond and a 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 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR’s Payment Bond.

5.12.04 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. 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.

5.13.01 The surety of the Payment Bond may not be released until one (1) year after the Board’s final settlement with the 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	Hoosier Power Wash
Attn: J. D. Boruff, Facilities Director	Attn: Brook and/or Brent Haley
P.O. Box 100 Suite 120	7492 SR 158
Bloomington, Indiana 47402	Bedford, Indiana 47421

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with 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.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the “Scope of Work” of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the 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.

5.19 Non-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 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. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Hoosier Power Wash

BY:

BY:

Kyla Cox Deckard, President

Brent Haley, Owner

Beth H. Hollingsworth, Member

Dana Palazzo, Member

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

CITY HALL PLAZA AND ENTRY CLEANING

This project shall include, but is not limited to:

1. Hand scrub & clean all of the Green pillars and Green entry way structure.
2. Clean the 3 concrete retaining walls in front of building.
3. Clean and restore all the brick patio areas, walkways, all steps along the front area, City Hall sign, brick walkway and brick walls and limestone caps that run along the south side of building.
4. Remove all rust stains from concrete in Plaza area.

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20____.

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

*Quoters: Add extra 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'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)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)
2. 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 hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 20__.

My Commission Expires: _____

Notary Public's Signature

County of Residence: _____

Printed Name of Notary Public

ATTACHMENT D

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 _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name



Board of Public Works Staff Report

Project/Event: Install Circuits for Block Heaters on Street Department Equipment

Petitioner/Representative: Department of Public Works, Street Division

Staff Representative: J. D. Boruff, Operations and Facilities Director

Meeting Date: September 18, 2018

This project is to install circuits to power the block heaters of Street Division equipment.

Three quotes were solicited. There are as follows:

Woods Electric	\$12,000.00
Cassady Electrical	\$8,900.00
Electric Plus, Inc.	\$8,750.00

Public Works staff recommend award to Electric Plus, Inc.

Respectfully submitted,

A handwritten signature in black ink that reads "J. D. Boruff".

J. D. Boruff
Operations and Facilities Director
Public Works Department

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
ELECTRIC PLUS, INC.
FOR
INSTALLATION OF CIRCUITS FOR BLOCK HEATERS ON STREET DIVISION EQUIPMENT

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Electric Plus, Inc. (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for Installation of Circuits for Block Heaters on Street Department Equipment, (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

1.01 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 within forty-five (45) days of Notice to Proceed, 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. The 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

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00). 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.

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

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

3.05 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.

4.03 **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.

4.04 Withholding Funds for Completion of Contract 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.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

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

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.

5.03 Successors and Assigns

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.

5.04 Extent of Agreement: Integration

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:

1. 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.
6. 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 Bond and the Payment Bond.
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.

5.05 Insurance

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>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 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 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. 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.
- b. 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 both a Performance Bond and a 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 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR’s Payment Bond.

5.12.04 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. 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.

5.13.01 The surety of the Payment Bond may not be released until one (1) year after the Board’s final settlement with the 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 Public Works Dept.	Electric Plus, Inc.
Attn: J. D. Boruff, Facilities Director	Attn: Steve Webb
P.O. Box 100 Suite 120	P.O. Box 1622
Bloomington, Indiana 47402	Bloomington, Indiana 47402

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with 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.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the “Scope of Work” of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the 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.

5.19 Non-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 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. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Electric Plus, Inc.

BY:

BY:

Kyla Cox Deckard, President

Tim Whicker, President

Beth H. Hollingsworth, Member

Dana Palazzo, Member

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

INSTALLATION OF CIRCUITS FOR BLOCK HEATERS ON STREET DIVISION EQUIPMENT

This project shall include, but is not limited to:

1. Installation of 4 power outlet boxes for block heaters.
2. Installation of 4 conduit runs and wiring to block heater locations.
3. Installation of 4 60 amp breakers for block heaters.

Exclusions:

1. All excavation and backfill.
2. Concrete work
3. Post for mounting boxes.

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20____.

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

*Quoters: Add extra 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 D

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 _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name



Board of Public Works Claim Register

Invoice Date Range 09/10/18 - 09/21/18

Vendor	Invoice Description	Board Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-label tape		09/21/2018	6.46
6530 - Office Depot, INC	01-clasp envelopes, permanent markers, tape		09/21/2018	38.92
	Account 52110 - Office Supplies Totals	2		<u>45.38</u>
Account 52210 - Institutional Supplies				
5011 - American Arms Training Academy (Sergeants EMS)	01-ACO ID badge-8/7/18		09/21/2018	77.00
313 - Fastenal Company	01-roll towels, toilet paper-8/22/18		09/21/2018	108.30
313 - Fastenal Company	01-batteries, hand soap, laundry detergent-8/22/18		09/21/2018	189.70
4586 - Hill's Pet Nutrition Sales, INC	01-canine prescription diet food-allergn free-8/24/18		09/21/2018	131.02
4586 - Hill's Pet Nutrition Sales, INC	01-puppy/kitten/canine/feline food-9/4/18		09/21/2018	292.02
3929 - IDEXX Laboratories, INC	01-Parvo tests-8/27/18		09/21/2018	189.00
4633 - Midwest Veterinary Supply, INC	01-medications, storage med bottles-8/27/18		09/21/2018	339.60
4633 - Midwest Veterinary Supply, INC	01-antibiotics, antifungal, syringes-8/30/18		09/21/2018	225.26
4633 - Midwest Veterinary Supply, INC	01-antifungal-8/30/18		09/21/2018	3.04
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (M, L, XL), syringes-8/30/18		09/21/2018	331.20
4633 - Midwest Veterinary Supply, INC	01-antibiotics, syringes-8/30/18		09/21/2018	156.10
4666 - Zoetis, INC	01-vaccines, antibiotics-8/21/18		09/21/2018	552.73
	Account 52210 - Institutional Supplies Totals	12		<u>\$2,594.97</u>
Account 52310 - Building Materials and Supplies				
4443 - The Sherwin Williams Company	02-Pkg Garages-painting supplies		09/21/2018	197.75
	Account 52310 - Building Materials and Supplies Totals	1		<u>\$197.75</u>
Account 52340 - Other Repairs and Maintenance				
453 - ULINE, INC	01-volunteer lockers, brooms-8/22/18		09/21/2018	497.23
	Account 52340 - Other Repairs and Maintenance Totals	1		<u>\$497.23</u>
Account 53130 - Medical				
50350 - Arlington Heights Veterinary Hospital, INC	01-emergency visit-8/5/18		09/21/2018	81.00
50350 - Arlington Heights Veterinary Hospital, INC	01-emergency visit, bloodwork-5/31/2018		09/21/2018	562.18
6529 - BloomingPaws, LLC	01-heartworm treatment-8/30/18		09/21/2018	115.30
6529 - BloomingPaws, LLC	01-office visit-8/31 & 9/1/18		09/21/2018	116.50
6529 - BloomingPaws, LLC	01-heartworm treatment-8/23 & 8/24/18		09/21/2018	103.84



Board of Public Works Claim Register

Invoice Date Range 09/10/18 - 09/21/18

Vendor	Invoice Description	Board Contract #	Payment Date	Invoice Amount
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-8/20-8/30/18		09/21/2018	3,090.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-emergency visit, spay/neuter surgeries-8/23 & 8/24/18		09/21/2018	468.50
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, bloodwork-8/28/18		09/21/2018	424.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-surgery, spay/neuter surgeries-9/4/18		09/21/2018	869.64
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-medication prescription-8/28/18		09/21/2018	16.10
	Account 53130 - Medical Totals		10	<u>\$5,847.06</u>
Account 53220 - Postage				
4487 - PMB East, INC (PakMail)	01-BOH shipping-9/5/18		09/21/2018	21.40
4487 - PMB East, INC (PakMail)	01-BOH shipping-8/29/18		09/21/2018	21.40
4487 - PMB East, INC (PakMail)	01-BOH shipping-8/30/18		09/21/2018	17.24
	Account 53220 - Postage Totals		3	<u>\$60.04</u>
Account 53650 - Other Repairs				
7570 - KNJ, LLC (Quality Collision)	01-auto repair to ACO van #920-hit by deer-6/29/18		09/21/2018	7,241.55
	Account 53650 - Other Repairs Totals		1	<u>\$7,241.55</u>
	Program 010000 - Main Totals		30	<u>\$16,483.98</u>
	Department 01 - Animal Shelter Totals		30	<u>\$16,483.98</u>
Department 02 - Public Works				
Program 020000 - Main				
Account 46060 - Other Violations				
Troy Wittington	14-refund overpayment pkg citation #18200805140		09/21/2018	20.00
	Account 46060 - Other Violations Totals		1	<u>\$20.00</u>
Account 52110 - Office Supplies				
6530 - Office Depot, INC	02-sharpie markers, post it notes, liquid gel pens		09/21/2018	35.35
6530 - Office Depot, INC	02-correction fluid		09/21/2018	2.48
53442 - Paragon Micro, INC	02-Adobe Acrobat Pro 2017 Software		09/21/2018	378.99
8002 - Safeguard Business Systems, INC	02-Pkg Garages-deposit tickets		09/21/2018	123.43
	Account 52110 - Office Supplies Totals		4	<u>\$540.25</u>
Account 53230 - Travel				
2659 - Adam Wason	02-per diem/gas/hotel-APWA Conf-Kansas City-8/24-8/29/18		09/21/2018	1,259.04
	Account 53230 - Travel Totals		1	<u>\$1,259.04</u>
Account 54440 - Motor Equipment				
244 - Bloomington Ford, INC	02-New vehicle for PW Director		09/21/2018	29,000.00
	Account 54440 - Motor Equipment Totals		1	<u>\$29,000.00</u>



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Vendor	Invoice Description	Board Contract #	Payment Date	Invoice Amount
Account 54510 - Other Capital Outlays				
244 - Bloomington Ford, INC	02-New vehicle for PW Director		09/21/2018	357.25
	Account 54510 - Other Capital Outlays Totals	1		<u>\$357.25</u>
	Program 020000 - Main Totals	8		<u>\$31,176.54</u>
	Department 02 - Public Works Totals	8		<u>\$31,176.54</u>
Department 03 - City Clerk				
Program 030000 - Main				
Account 53170 - Mgt. Fee, Consultants, and Workshops				
3913 - Indiana League Of Municipal Clerks & Treasurers	03-ILMCT District Meeting-Lawrenceburg-10/23-10/24/18		09/21/2018	140.00
3913 - Indiana League Of Municipal Clerks & Treasurers	03-ILMCT District Meeting-Lawrenceburg-10/23-10/24/18		09/21/2018	140.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	2		<u>\$280.00</u>
Account 53310 - Printing				
323 - Hoosier Times, INC	03-Notice to Taxpayers of Hearing-Resolution 18-14		09/21/2018	123.59
	Account 53310 - Printing Totals	1		<u>\$123.59</u>
Account 53910 - Dues and Subscriptions				
53442 - Paragon Micro, INC	03 - Adobe Acrobat Pro		09/21/2018	378.99
	Account 53910 - Dues and Subscriptions Totals	1		<u>\$378.99</u>
	Program 030000 - Main Totals	4		<u>\$782.58</u>
	Department 03 - City Clerk Totals	4		<u>\$782.58</u>
Department 04 - Economic & Sustainable Dev				
Program 040000 - Main				
Account 53160 - Instruction				
3560 - First Financial Bank / Credit Cards	04 - growing Sustainable Communities Conferance - Autumn		09/21/2018	145.00
	Account 53160 - Instruction Totals	1		<u>\$145.00</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops				
6428 - Kelly M Boatman (Core Projective, LLC)	04 - Consulting Agreement - Kelly Boatman		09/21/2018	5,248.75
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	1		<u>\$5,248.75</u>
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	04 Hootsuite - BEAD Website Platform		09/21/2018	5.99
	Account 53910 - Dues and Subscriptions Totals	1		<u>\$5.99</u>
Account 53960 - Grants				
992 - Lotus Education & Arts Foundation, INC	04 - 2018 BAC Art Grant Award		09/21/2018	2,000.00
	Account 53960 - Grants Totals	1		<u>\$2,000.00</u>
Account 53970 - Mayor's Promotion of Business				



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Vendor	Invoice Description	Board Contract #	Payment Date	Invoice Amount
6620 - Benjamin M Pines	04 - ESD portion of installation of artwork at Utilities		09/21/2018	250.00
	Account 53970 - Mayor's Promotion of Business Totals	1		<u>250.00</u>
Account 53990 - Other Services and Charges				
6131 - Jane St John	04 - 2018 Consulting Contract		09/21/2018	3,973.75
	Account 53990 - Other Services and Charges Totals	1		<u>3,973.75</u>
	Program 040000 - Main Totals	6		<u>\$11,623.49</u>
	Department 04 - Economic & Sustainable Dev Totals	6		<u>\$11,623.49</u>
Department 05 - Common Council				
Program 050000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	05- staples, stapler, pens, pads, highlighters		09/21/2018	33.54
	Account 52110 - Office Supplies Totals	1		<u>33.54</u>
Account 52410 - Books				
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-7/5-8/4/18-Legal & Council		09/21/2018	169.80
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-8/5-9/4/18-Legal & Council		09/21/2018	243.17
	Account 52410 - Books Totals	2		<u>\$412.97</u>
Account 53910 - Dues and Subscriptions				
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information Charges-8/1-8/31/18		09/21/2018	314.01
	Account 53910 - Dues and Subscriptions Totals	1		<u>\$314.01</u>
	Program 050000 - Main Totals	4		<u>\$760.52</u>
	Department 05 - Common Council Totals	4		<u>\$760.52</u>
Department 06 - Controller's Office				
Program 060000 - Main				
Account 43520 - Bicentennial SWAG No Sales Tax(Wholesale)				
Gather Handmade Shoppe Co.	06-refund overpayment Invoice for Arbor Day posters		09/21/2018	15.00
	Account 43520 - Bicentennial SWAG No Sales Tax(Wholesale) Totals	1		<u>\$15.00</u>
Account 52420 - Other Supplies				
6530 - Office Depot, INC	06-Desk Lamp for T Mitchner		09/21/2018	26.99
	Account 52420 - Other Supplies Totals	1		<u>\$26.99</u>
Account 53990 - Other Services and Charges				
910 - BKD, LLP	06- Internal Control		09/21/2018	8,446.26
	Account 53990 - Other Services and Charges Totals	1		<u>\$8,446.26</u>
	Program 060000 - Main Totals	3		<u>\$8,488.25</u>



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Vendor	Invoice Description	Board Contract #	Payment Date	Invoice Amount
		Department 06 - Controller's Office Totals	3	\$8,488.25
Department 09 - CFRD				
Program 090000 - Main				
Account 53160 - Instruction				
3560 - First Financial Bank / Credit Cards	09-2nd Annual South Central Opioid Summit-registration fee		09/21/2018	243.72
		Account 53160 - Instruction Totals	1	\$243.72
		Program 090000 - Main Totals	1	\$243.72
		Department 09 - CFRD Totals	1	\$243.72
Department 10 - Legal				
Program 100000 - Main				
Account 52410 - Books				
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-7/5-8/4/18-Legal & Council		09/21/2018	1,876.05
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-8/5-9/4/18-Legal & Council		09/21/2018	1,187.27
		Account 52410 - Books Totals	2	\$3,063.32
Account 53120 - Special Legal Services				
6036 - Connor & Associates (Connor Reporting)	10-Hamilton & Underwood Deposition-copy of transcript		09/21/2018	439.00
6036 - Connor & Associates (Connor Reporting)	10-Haley & Carmichael Depositions-copy of transcript		09/21/2018	397.00
		Account 53120 - Special Legal Services Totals	2	\$836.00
Account 53160 - Instruction				
3560 - First Financial Bank / Credit Cards	10 FFB Internation Muniplal Lawyers Assoc seminar Behjou		09/21/2018	49.00
		Account 53160 - Instruction Totals	1	\$49.00
Account 53910 - Dues and Subscriptions				
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information Charges-8/1-8/31/18		09/21/2018	1,256.05
		Account 53910 - Dues and Subscriptions Totals	1	\$1,256.05
		Program 100000 - Main Totals	6	\$5,204.37
		Department 10 - Legal Totals	6	\$5,204.37
Department 11 - Mayor's Office				
Program 110000 - Main				
Account 52110 - Office Supplies				
3560 - First Financial Bank / Credit Cards	11-legal proclamation folders		09/21/2018	172.10
		Account 52110 - Office Supplies Totals	1	\$172.10
Account 52420 - Other Supplies				
50972 - CDW, LLC	11-Laura Collins MAC supplies		09/21/2018	162.00
		Account 52420 - Other Supplies Totals	1	\$162.00



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Vendor	Invoice Description	Board Contract #	Payment Date	Invoice Amount
Account 53310 - Printing				
3892 - Midwest Color Printing, INC	11-business cards for Yael		09/21/2018	55.45
	Account 53310 - Printing Totals	1		<u>\$55.45</u>
Account 53320 - Advertising				
50706 - Bloomington Magazine, INC (Bloom Magazine)	11-ad in Distinctively Bloomington		09/21/2018	770.00
	Account 53320 - Advertising Totals	1		<u>\$770.00</u>
Account 53960 - Grants				
174 - Hoosier Hills Food Bank INC	11-sponsorship for 2018 HHFB Book Fair		09/21/2018	500.00
199 - Monroe County Government	11-sponsorship of Opioid Summit		09/21/2018	5,000.00
	Account 53960 - Grants Totals	2		<u>\$5,500.00</u>
	Program 110000 - Main Totals	6		<u>\$6,659.55</u>
	Department 11 - Mayor's Office Totals	6		<u>\$6,659.55</u>
Department 12 - Human Resources				
Program 120000 - Main				
Account 53230 - Travel				
5836 - Mary Caroline Buchanan Shaw	12-Travel Reimbursement \$14.00		09/21/2018	14.00
	Account 53230 - Travel Totals	1		<u>\$14.00</u>
Account 53990 - Other Services and Charges				
5939 - Evergreen Solutions, LLC	12 Completion of Salary Study 4th payment and 3500		09/21/2018	9,625.00
	Account 53990 - Other Services and Charges Totals	1		<u>\$9,625.00</u>
	Program 120000 - Main Totals	2		<u>\$9,639.00</u>
	Department 12 - Human Resources Totals	2		<u>\$9,639.00</u>
Department 13 - Planning				
Program 130000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	13-legal file folders		09/21/2018	41.98
6530 - Office Depot, INC	13-hand sanitizer, lysol wipes		09/21/2018	13.07
	Account 52110 - Office Supplies Totals	2		<u>\$55.05</u>
Account 53160 - Instruction				
6218 - Theresa M Porter	13 - Planetizen AICP Exam Preparation Class Enhanced Package		09/21/2018	589.00
	Account 53160 - Instruction Totals	1		<u>\$589.00</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops				
6289 - Clarion Associates, LLC	13-Blgtn UDO Proj. #17026-services as of 7/31/18		09/21/2018	18,287.74
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	1		<u>\$18,287.74</u>



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Vendor	Invoice Description	Board Contract #	Payment Date	Invoice Amount
Account 53320 - Advertising				
3560 - First Financial Bank / Credit Cards	13 - Controller Credit Card Reimbursement Job Posting on APWA		09/21/2018	325.00
6100 - Boxwood Technology, INC	13 - Trans & Traffic Engineer Job Posting on ITE		09/21/2018	295.00
	Account 53320 - Advertising Totals	2		<u>\$620.00</u>
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	13 - Erosion & Sediment Ctrl Professional Cert for Backler		09/21/2018	281.00
1103 - American Planning Association, Indiana Chapter	13 - American Planning Association Membership for Amir Farshchi		09/21/2018	95.00
	Account 53910 - Dues and Subscriptions Totals	2		<u>\$376.00</u>
	Program 130000 - Main Totals	8		<u>\$19,927.79</u>
Program 132000 - MPO				
Account 53160 - Instruction				
12664 - Evansville Metropolitan Planning Organization	13 - MPO Conference Registration Fees for Dragovich & Martin		09/21/2018	180.00
	Account 53160 - Instruction Totals	1		<u>\$180.00</u>
	Program 132000 - MPO Totals	1		<u>\$180.00</u>
	Department 13 - Planning Totals	9		<u>\$20,107.79</u>
Department 19 - Facilities Maintenance				
Program 190000 - Main				
Account 52210 - Institutional Supplies				
2966 - Barrett Supplies & Equipment, INC	19-City Hall-hand soap, roll paper towels, trash bags, toilet ti		09/21/2018	144.87
	Account 52210 - Institutional Supplies Totals	1		<u>\$144.87</u>
Account 52310 - Building Materials and Supplies				
394 - Kleindorfer Hardware & Variety	19-C batteries		09/21/2018	15.99
394 - Kleindorfer Hardware & Variety	19-City Hall-tools-sanding block, putty knife		09/21/2018	5.18
53005 - Menards, INC	19-CH-tools-adj. wrench, nut driver & screwdriver set		09/21/2018	36.44
4443 - The Sherwin Williams Company	19-City Hall-paint for awnings-8/24/18		09/21/2018	165.30
4443 - The Sherwin Williams Company	19-City Hall-paint for awnings-8/22/18		09/21/2018	39.80
4443 - The Sherwin Williams Company	19-City Hall-paint for awnings-8/26/18		09/21/2018	66.12
4443 - The Sherwin Williams Company	19-City Hall-paint for awnings-8/22/18		09/21/2018	132.24
4443 - The Sherwin Williams Company	19-City Hall-paint for awnings-8/19/18		09/21/2018	361.80
4443 - The Sherwin Williams Company	19-City Hall-paint for awnings-8/21/18		09/21/2018	178.78
4443 - The Sherwin Williams Company	19-City Hall-paint for awnings-8/23/18		09/21/2018	198.36
	Account 52310 - Building Materials and Supplies Totals	10		<u>\$1,200.01</u>
Account 52430 - Uniforms and Tools				



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Vendor	Invoice Description	Board Contract #	Payment Date	Invoice Amount
293 - J&S Locksmith Shop, INC	19-City Hall-pressure washer		09/21/2018	463.96
	Account 52430 - Uniforms and Tools Totals		1	<u>\$463.96</u>
Account 53610 - Building Repairs				
912 - Central Security Systems, INC	19-City Hall-Com Mon w/test-10/1-12/31/18	BC 2018-45	09/21/2018	150.00
4483 - City Lawn Corporation	19-Traffic Bldg-vegetation removal-clean up-8/31/18	BC 2018-45	09/21/2018	60.00
4483 - City Lawn Corporation	19-2nd & Weimer-mowing 8/3 & 8/24/18	BC 2018-45	09/21/2018	70.00
4483 - City Lawn Corporation	19-2541 W. 3rd St-mowing 8/2, 8/9, 8/22 & 8/29/18	BC 2018-45	09/21/2018	200.00
4483 - City Lawn Corporation	19-4th & Washington-mowing 8/4 & 8/24/18	BC 2018-45	09/21/2018	60.00
4485 - Cosmo Tech, INC (Bloomington Professional Carpet)	19-CH-HAND-carpet cleaning		09/21/2018	65.00
3434 - Executive Management Services, INC	19-CH/Off Site Facilities-September 2018 cleaning services		09/21/2018	13,646.00
6545 - Advanced Technologies in Electrical & Com (ATEC)	02-4th St Garage-relocate cable lines		09/21/2018	254.00
3397 - Evens Time, INC	02-Pkg Garages-Maintenance Contract 9/1/18-9/30/18		09/21/2018	2,693.92
	Account 53610 - Building Repairs Totals		9	<u>\$17,198.92</u>
Account 53650 - Other Repairs				
5351 - Color Theory, LLC	19-painting of City Hall parking lot awnings		09/21/2018	12,184.50
5605 - Photizo, LLC (Fish Window Cleaning)	19-City Hall-window cleaning ground-OOTM to SE corner		09/21/2018	1,260.00
	Account 53650 - Other Repairs Totals		2	<u>\$13,444.50</u>
Account 54510 - Other Capital Outlays				
53442 - Paragon Micro, INC	06 Reversion Laptop Jeff U		09/21/2018	2,599.97
	Account 54510 - Other Capital Outlays Totals		1	<u>\$2,599.97</u>
	Program 190000 - Main Totals		24	<u>\$35,052.23</u>
	Department 19 - Facilities Maintenance Totals		24	<u>\$35,052.23</u>
Department 28 - ITS				
Program 280000 - Main				
Account 52420 - Other Supplies				
4475 - Plasco ID Holdings, LLC (IDW, LLC) (ID Wholesaler)	28-Proximity/ Composite Cards & Supplies-50		09/21/2018	2,000.00
	Account 52420 - Other Supplies Totals		1	<u>\$2,000.00</u>
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	28 - Basecamp Project Plan Subscription		09/21/2018	20.00
	Account 53910 - Dues and Subscriptions Totals		1	<u>\$20.00</u>
	Program 280000 - Main Totals		2	<u>\$2,020.00</u>
	Department 28 - ITS Totals		2	<u>\$2,020.00</u>



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Vendor	Invoice Description	Board Contract #	Payment Date	Invoice Amount
		Fund 101 - General Fund (S0101) Totals	105	\$148,242.02
Fund 103 - Restricted Donations				
Department 06 - Controller's Office				
Program 400102 - Animal Supplies				
Account 52210 - Institutional Supplies				
5819 - Synchrony Bank	01-E-Z UP Cube Mesh Wall Canopy Screen Room		09/21/2018	129.00
5819 - Synchrony Bank	01-TecUnite 20 Pack 45 mm suction cups		09/21/2018	23.98
5819 - Synchrony Bank	01-6 Miles 24 Pcs Plastic Black Loud Whistles w/Laynard		09/21/2018	29.52
5819 - Synchrony Bank	01-Stabil Grippers Non-Slip Footwear Attach over Shoes		09/21/2018	64.67
5819 - Synchrony Bank	01-Cowdog Chews Retriever, Homitt Hose Splitter		09/21/2018	56.59
453 - ULINE, INC	01-volunteer lockers, brooms-8/22/18		09/21/2018	322.61
Account 52210 - Institutional Supplies Totals			6	\$626.37
Program 400102 - Animal Supplies Totals			6	\$626.37
Program 400401 - Sustainability				
Account 53990 - Other Services and Charges				
6515 - Green Camino, INC	04 - Service Agreement - compost collection		09/21/2018	100.00
Account 53990 - Other Services and Charges Totals			1	\$100.00
Program 400401 - Sustainability Totals			1	\$100.00
Program 401301 - Planning EC Eco Hero				
Account 52420 - Other Supplies				
121 - Eco Logic, LLC	13-(80) Milkweed, swamp & (80) Milkweed, common (per Linda T.)		09/21/2018	200.00
Account 52420 - Other Supplies Totals			1	\$200.00
Program 401301 - Planning EC Eco Hero Totals			1	\$200.00
Department 06 - Controller's Office Totals			8	\$926.37
Fund 103 - Restricted Donations Totals			8	\$926.37
Fund 270 - CC Jack Hopkins NR17-42 (S9508)				
Department 05 - Common Council				
Program 050000 - Main				
Account 53960 - Grants				
242 - Amethyst House, INC	15-JH18-5 couches, 2 loveseats, 2 arm chairs-215 N Rogers		09/21/2018	5,617.00
5675 - Indiana Recovery Alliance	15-JH2018-Lenovo, printer, vests, gloves, grabbers, salary		09/21/2018	16,953.00
18718 - Monroe County CASA, INC	15-JHSS Grant-Dell monitor, projector, keyboard, tech services		09/21/2018	7,743.39
Account 53960 - Grants Totals			3	\$30,313.39
Program 050000 - Main Totals			3	\$30,313.39



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Vendor	Invoice Description	Board Contract #	Payment Date	Invoice Amount
	Department 05 - Common Council Totals		3	\$30,313.39
	Fund 270 - CC Jack Hopkins NR17-42 (S9508) Totals		3	\$30,313.39
Fund 312 - Community Services				
Department 09 - CFRD				
Program 090003 - Com Serv - Status of Women				
Account 53960 - Grants				
6543 - Samantha Harrell	09-BCSW Leadership Scholarship Initiative recipient		09/21/2018	200.00
	Account 53960 - Grants Totals		1	\$200.00
	Program 090003 - Com Serv - Status of Women Totals		1	\$200.00
Program 090014 - Latino Programs				
Account 52420 - Other Supplies				
5819 - Synchrony Bank	09--Materials for Fiesta del Otono, Lotus in the Park Art Camp		09/21/2018	57.96
	Account 52420 - Other Supplies Totals		1	\$57.96
	Program 090014 - Latino Programs Totals		1	\$57.96
Program 090018 - CBVN				
Account 52420 - Other Supplies				
3560 - First Financial Bank / Credit Cards	09-Vistaprint--promotional items for Outreach Fairs		09/21/2018	293.71
3560 - First Financial Bank / Credit Cards	09-TRT Banners - table top displays		09/21/2018	101.82
	Account 52420 - Other Supplies Totals		2	\$395.53
Account 53230 - Travel				
891 - Lucy Schaich	09-Reimb parking for meetings at IU-4/2018-9/2018		09/21/2018	29.50
	Account 53230 - Travel Totals		1	\$29.50
	Program 090018 - CBVN Totals		3	\$425.03
	Department 09 - CFRD Totals		5	\$682.99
	Fund 312 - Community Services Totals		5	\$682.99
Fund 401 - Non-Reverting Telecom (S1146)				
Department 25 - Telecommunications				
Program 254000 - Infrastructure				
Account 53750 - Rentals - Other				
12283 - Smithville Communications	28-401 N Morton St-internet 9/1-9/30/18		09/10/2018	1,614.27
	Account 53750 - Rentals - Other Totals		1	\$1,614.27
Account 54450 - Equipment				
53442 - Paragon Micro, INC	28-Capital Replacement Computer-8/23/18		09/21/2018	1,998.99
53442 - Paragon Micro, INC	28-Capital Replacement Computer-8/30/18		09/21/2018	2,092.99



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Invoice Date Range 09/10/18 - 09/21/18

Vendor	Invoice Description	Board Contract #	Payment Date	Invoice Amount
53442 - Paragon Micro, INC	28-Capital Replacement Computer-9/4/18		09/21/2018	228.99
	Account 54450 - Equipment Totals	3		\$4,320.97
	Program 254000 - Infrastructure Totals	4		\$5,935.24
Program 256000 - Services				
Account 53150 - Communications Contract				
4170 - Comcast Cable Communications, INC	28 - Comcast Data Services for Cascade Clubhouse		09/10/2018	114.85
12283 - Smithville Communications	28-401 N Morton St-internet 9/1-9/30/18		09/10/2018	1,136.00
	Account 53150 - Communications Contract Totals	2		\$1,250.85
	Program 256000 - Services Totals	2		\$1,250.85
	Department 25 - Telecommunications Totals	6		\$7,186.09
	Fund 401 - Non-Reverting Telecom (S1146) Totals	6		\$7,186.09
Fund 450 - Local Road and Street(S0706)				
Department 20 - Street				
Program 200000 - Main				
Account 53520 - Street Lights / Traffic Signals				
223 - Duke Energy	02-420 W. 4th St-crosswalk-electric-7/26-8/24/18		09/10/2018	9.52
223 - Duke Energy	02-912 S. Walnut St-crosswalk-elec bill 7/26-8/24/18		09/10/2018	9.52
223 - Duke Energy	02-street light elec charges-8/28/18-#1800-3894-01-7		09/10/2018	23.09
223 - Duke Energy	02-street light-elec bill-8/28/18-#8160-3883-01-2		09/10/2018	3.94
	Account 53520 - Street Lights / Traffic Signals Totals	4		\$46.07
	Program 200000 - Main Totals	4		\$46.07
	Department 20 - Street Totals	4		\$46.07
	Fund 450 - Local Road and Street(S0706) Totals	4		\$46.07
Fund 451 - Motor Vehicle Highway(S0708)				
Department 20 - Street				
Program 200000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	20-permanent marker		09/21/2018	15.44
6530 - Office Depot, INC	20-sharpie markers, highlighters		09/21/2018	20.49
	Account 52110 - Office Supplies Totals	2		\$35.93
Account 52210 - Institutional Supplies				
15449 - Rosen & Rosen Industries (R&R Industries)	20-Safety Vests		09/21/2018	664.50
	Account 52210 - Institutional Supplies Totals	1		\$664.50
Account 52330 - Street , Alley, and Sewer Material				



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Vendor	Invoice Description	Board Contract #	Payment Date	Invoice Amount
334 - Irving Materials, INC	20-108 E. 15th-Class A Stone Ash-8 cy-8/22/18		09/21/2018	812.00
334 - Irving Materials, INC	20-202 E. 15th-Class A Stone Ash-6 cy-8/21/18		09/21/2018	609.00
334 - Irving Materials, INC	20-123 E. 15th-Class A Stone Ash-2.5 cy-8/13/18		09/21/2018	253.75
334 - Irving Materials, INC	20-108 E. 15th-Class A Stone Ash-5.50 cy-8/23/18		09/21/2018	558.25
334 - Irving Materials, INC	20-112 E. 15th-Class A Stone Ash-4.00 cy-8/14/18		09/21/2018	406.00
334 - Irving Materials, INC	20-203 E. 15th-Class A Stone Ash-3.50 cy-8/9/18		09/21/2018	355.25
365 - Rogers Group, INC	20-#11 stone-60.49 tons-8/13/18-stockpile		09/21/2018	544.41
	Account 52330 - Street , Alley, and Sewer Material Totals	7		\$3,538.66
Account 52340 - Other Repairs and Maintenance				
177 - Indiana Oxygen Company, INC	20-credit memo for delivery fee-Inv. 9103064		09/21/2018	(23.20)
6262 - Koenig Equipment, INC	20-chainsaw-filter plate, 2 gal. mix, woodcutter oil		09/21/2018	55.29
	Account 52340 - Other Repairs and Maintenance Totals	2		\$32.09
Account 52420 - Other Supplies				
409 - Black Lumber Co. INC	20-water sprayer for cut off saw-asphalt		09/21/2018	29.99
313 - Fastenal Company	20-safety gloves, white spray paint		09/21/2018	16.07
313 - Fastenal Company	20-earplugs, purple gloves, safety towels, white spray paint		09/21/2018	33.95
394 - Kleindorfer Hardware & Variety	20-Paver-sprayer, 10 mm bolts, cone cups		09/21/2018	117.97
	Account 52420 - Other Supplies Totals	4		\$197.98
Account 52430 - Uniforms and Tools				
50637 - Bender Lumber Company INC	20-Hilti Drill		09/21/2018	191.98
177 - Indiana Oxygen Company, INC	20-propane cyclinders		09/21/2018	116.82
	Account 52430 - Uniforms and Tools Totals	2		\$308.80
Account 53630 - Machinery and Equipment Repairs				
2096 - West Side Tractor Sales Co.	20-Extended 4 Year Warranty for John Deere Loader #456		09/21/2018	3,000.00
	Account 53630 - Machinery and Equipment Repairs Totals	1		\$3,000.00
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-8/29/18		09/21/2018	21.43
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-8/29/18		09/21/2018	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-payment on Inv. from 3/14/18-need to pay for clothing		09/21/2018	51.48
	Account 53920 - Laundry and Other Sanitation Services Totals	3		\$99.30
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	20-Disp. Fee-Sweeper Dump Haulings-8/07/18		09/21/2018	762.40



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Vendor	Invoice Description	Board Contract #	Payment Date	Invoice Amount
		Account 53950 - Landfill Totals	1	\$762.40
Account 53990 - Other Services and Charges				
6152 - K&S Roloff, INC	20-Hauling fees sweeper dumps-2-8/20/18		09/21/2018	300.00
6152 - K&S Roloff, INC	20-hauling fees sweeper dump-1-8/7/18		09/21/2018	150.00
		Account 53990 - Other Services and Charges Totals	2	\$450.00
		Program 200000 - Main Totals	25	\$9,089.66
		Department 20 - Street Totals	25	\$9,089.66
		Fund 451 - Motor Vehicle Highway(S0708) Totals	25	\$9,089.66
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 43160 - Lot/Garage Leases - Annual				
Caroline Buse	02-Morton St Garage-refund parking permit-September & October 18		09/21/2018	167.50
Madeleine Varda	02-refund monthly pkg pass- 1 & 1/2 months-cancelled		09/21/2018	100.50
		Account 43160 - Lot/Garage Leases - Annual Totals	2	\$268.00
Account 52210 - Institutional Supplies				
6023 - Network Services Company	02-Pkg Garages-trash bags, rags		09/21/2018	470.50
		Account 52210 - Institutional Supplies Totals	1	\$470.50
Account 52340 - Other Repairs and Maintenance				
3397 - Evens Time, INC	02-4th St Garage-macro software repair	BC 2018-43	09/21/2018	250.00
		Account 52340 - Other Repairs and Maintenance Totals	1	\$250.00
Account 53840 - Lease Payments				
512 - 7th & Walnut , LLC	06-Walnut St Garage-October 2018 garage rent		09/21/2018	18,759.98
3887 - Mercury Development Group, LLC	06-Morton St Garage-October 2018 garage rent		09/21/2018	36,405.49
		Account 53840 - Lease Payments Totals	2	\$55,165.47
Account 54420 - Purchase of Equipment				
5819 - Synchrony Bank	02-Pkg Garages-Square CC & chip reader, chrg dock		09/21/2018	70.76
		Account 54420 - Purchase of Equipment Totals	1	\$70.76
		Program 260000 - Main Totals	7	\$56,224.73
		Department 26 - Parking Totals	7	\$56,224.73
		Fund 452 - Parking Facilities(S9502) Totals	7	\$56,224.73
Fund 454 - Alternative Transport(S6301)				
Department 02 - Public Works				
Program 020000 - Main				



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Vendor	Invoice Description	Board Contract #	Payment Date	Invoice Amount
Account 53110 - Engineering and Architectural				
5609 - Aecom Technical Services	13-Ped Safety & Access. @ Signalized Intersections-6/30-7/27/18		09/21/2018	1,250.00
5637 - Shrewsberry & Associates, LLC	13-School Flashers-services thru 7/28/18	BC 2017-100	09/21/2018	858.52
	Account 53110 - Engineering and Architectural Totals		2	<u>\$2,108.52</u>
Account 53210 - Telephone				
1838 - Verizon Wireless	14-phone charges-7/24-8/23/18		09/10/2018	103.86
	Account 53210 - Telephone Totals		1	<u>\$103.86</u>
Account 53640 - Hardware and Software Maintenance				
54432 - T2 Systems, INC	06- T2 Drawer and Printer Maintenance 7-2017 to 7-2018		09/21/2018	277.50
	Account 53640 - Hardware and Software Maintenance Totals		1	<u>\$277.50</u>
Account 54310 - Improvements Other Than Building				
467 - Groomer Construction, INC	13-Rockpor Rd SW-final bill-6/21/18	BC 2018-35	09/21/2018	174,021.05
	Account 54310 - Improvements Other Than Building Totals		1	<u>\$174,021.05</u>
	Program 020000 - Main Totals		5	<u>\$176,510.93</u>
	Department 02 - Public Works Totals		5	<u>\$176,510.93</u>
	Fund 454 - Alternative Transport(\$6301) Totals		5	<u>\$176,510.93</u>
Fund 601 - Cum Cap Development(\$2391)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
19278 - Milestone Contractors, LP	20-Surface-Sare Rd-862.12 tons-8/1-8/6/18	BC 2018-34A	09/21/2018	36,941.88
19278 - Milestone Contractors, LP	20-Surface-Woodlawn Ave-325.12 tons-8/8/18	BC 2018-34A	09/21/2018	13,931.39
19278 - Milestone Contractors, LP	20-Surface-17th St/patching-151.62 tons-8/9 & 8/13/18	BC 2018-34A	09/21/2018	6,496.93
19278 - Milestone Contractors, LP	20-Surface-Yancy Lane/patching-217.03 tons-8/14 & 8/20/18	BC 2018-34A	09/21/2018	9,299.76
19278 - Milestone Contractors, LP	20-Surface-Sare Rd-1308.02 tons-8/21-8/27/18	BC 2018-34A	09/21/2018	56,048.70
19278 - Milestone Contractors, LP	20-Surface-Ballantine Rd-15.28 tons-8/28/18	BC 2018-34A	09/21/2018	634.71
19278 - Milestone Contractors, LP	20-Surface-10.61 tons-8/28/18	BC 2018-34A	09/21/2018	442.46
19278 - Milestone Contractors, LP	20-Surface-Dunn St-229.01 tons-8/30/18-inc. CR for Aug. milling	BC 2018-34A	09/21/2018	8,803.39
19278 - Milestone Contractors, LP	20-Tack-475.00 gallons-8/6/18	BC 2018-34A	09/21/2018	1,425.00
19278 - Milestone Contractors, LP	20-Tack Oil-400 gallons-8/31/18	BC 2018-34A	09/21/2018	1,200.00
19278 - Milestone Contractors, LP	20-Tack Oil-450 gallons-8/31/18	BC 2018-34A	09/21/2018	1,350.00
19278 - Milestone Contractors, LP	20-Tack Oil-475 gallons-8/27/18	BC 2018-34A	09/21/2018	1,425.00
	Account 52330 - Street , Alley, and Sewer Material Totals		12	<u>\$137,999.22</u>



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Vendor	Invoice Description	Board Contract #	Payment Date	Invoice Amount
Account 53110 - Engineering and Architectural				
5641 - AZTEC Engineering Group, INC	13-B-Line Ext & Multi-use Path-services 7/1-7/31/18	BC 2017-92	09/21/2018	4,300.00
1380 - DLZ Indiana, LLC	13-Tapp & Rockport Rd Design-services 7/14-8/10/18	BC 2016-38	09/21/2018	1,749.90
	Account 53110 - Engineering and Architectural Totals		2	<u>\$6,049.90</u>
Account 54110 - Land Purchase				
Mary Susannah Stewart	13-West 17th Street Project, Parcel #13		09/21/2018	14,124.02
Mary Susannah Stewart & Mutual Bank	13-West 17th Street Project Parcel 13		09/21/2018	22,549.38
	Account 54110 - Land Purchase Totals		2	<u>\$36,673.40</u>
Account 54510 - Other Capital Outlays				
18844 - First Financial Bank, N.A.	20-2018 Pavement Marking-Escrow-period ending 7/27/18		09/21/2018	1,358.78
18844 - First Financial Bank, N.A.	20-2017 Pavement Markings-Escrow-8/9/18		09/21/2018	103.70
18844 - First Financial Bank, N.A.	20-2018 Pavement Marking-Escrow-ending 8/15/18		09/21/2018	798.13
18844 - First Financial Bank, N.A.	20-2017 Pavement Marking Contract-7/9/18-Escrow		09/21/2018	2,004.50
3662 - Indiana Traffic Services, LLC	20-2018 Pavement Markings-period ending 7/27/18	BC 2018-27	09/21/2018	25,816.79
3662 - Indiana Traffic Services, LLC	20-2017 Pavement Markings-services ending 8/9/18	BC 2018-27	09/21/2018	1,970.30
3662 - Indiana Traffic Services, LLC	20-2018 Pavement Markings-ending 8/15/18	BC 2018-27	09/21/2018	15,164.39
3662 - Indiana Traffic Services, LLC	20-2017 Pavement Marking Contract-period ending 7/9/18	BC 2018-27	09/21/2018	38,085.45
	Account 54510 - Other Capital Outlays Totals		8	<u>\$85,302.04</u>
	Program 020000 - Main Totals		24	<u>\$266,024.56</u>
	Department 02 - Public Works Totals		24	<u>\$266,024.56</u>
	Fund 601 - Cum Cap Development(\$2391) Totals		24	<u>\$266,024.56</u>
Fund 730 - Solid Waste (\$6401)				
Department 16 - Sanitation				
Program 160000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	16-time cards, ruled paper, post it notes, liquid pens		09/21/2018	90.75
	Account 52110 - Office Supplies Totals		1	<u>\$90.75</u>
Account 52420 - Other Supplies				
793 - Indiana Safety Company, INC	16-gloves-10 gauge palm coated knit XL		09/21/2018	193.56
	Account 52420 - Other Supplies Totals		1	<u>\$193.56</u>
Account 53140 - Exterminator Services				
51538 - Economy Termite & Pest Control, INC	19-Sanitation-Exterminator services-8/27/18		09/21/2018	95.00
	Account 53140 - Exterminator Services Totals		1	<u>\$95.00</u>



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Vendor	Invoice Description	Board Contract #	Payment Date	Invoice Amount
Account 53610 - Building Repairs				
321 - Harrell Fish, INC	19-Sanitation-work performed on AC unit		09/21/2018	493.24
	Account 53610 - Building Repairs Totals	1		<u>\$493.24</u>
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towels/gloves-9/5/18		09/21/2018	34.86
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-8/29/18		09/21/2018	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-9/5/18		09/21/2018	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-8/29/18		09/21/2018	7.49
	Account 53920 - Laundry and Other Sanitation Services Totals	4		<u>\$81.71</u>
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-trash disposal fees 8/1-8/14/18		09/21/2018	12,491.20
	Account 53950 - Landfill Totals	1		<u>\$12,491.20</u>
	Program 160000 - Main Totals	9		<u>\$13,445.46</u>
	Department 16 - Sanitation Totals	9		<u>\$13,445.46</u>
	Fund 730 - Solid Waste (S6401) Totals	9		<u>\$13,445.46</u>
Fund 800 - Risk Management(S0203)				
Department 10 - Legal				
Program 100000 - Main				
Account 52430 - Uniforms and Tools				
1548 - Safety Shoe Distributors, INC	10-Safety shoes		09/21/2018	2,374.94
54207 - Smith's Shoe Center	10-M. Chase-safety shoes-2018		09/21/2018	100.00
	Account 52430 - Uniforms and Tools Totals	2		<u>\$2,474.94</u>
Account 53130 - Medical				
6635 - Kenneth C Paschall	10-Reimb. 2018 CDL Physical		09/21/2018	90.00
	Account 53130 - Medical Totals	1		<u>\$90.00</u>
	Program 100000 - Main Totals	3		<u>\$2,564.94</u>
	Department 10 - Legal Totals	3		<u>\$2,564.94</u>
	Fund 800 - Risk Management(S0203) Totals	3		<u>\$2,564.94</u>
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-Sept 2018 Cigna Dental/Vision Admin \$8,885.88		09/21/2018	2,170.00
	Account 53990 - Other Services and Charges Totals	1		<u>\$2,170.00</u>



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Vendor	Invoice Description	Board Contract #	Payment Date	Invoice Amount
Account 53990.1201 - Other Services and Charges Health Insurance				
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$887.73		09/11/2018	887.73
	Account 53990.1201 - Other Services and Charges Health Insurance Totals	1		<u>887.73</u>
	Program 120000 - Main Totals	2		<u>\$3,057.73</u>
	Department 12 - Human Resources Totals	2		<u>\$3,057.73</u>
	Fund 801 - Health Insurance Trust Totals	2		<u>\$3,057.73</u>
Fund 802 - Fleet Maintenance(S9500)				
Department 17 - Fleet Maintenance				
Program 170000 - Main				
Account 52230 - Garage and Motor Supplies				
4693 - Monroe County Tire & Supply, INC	17-tires		09/21/2018	170.50
4693 - Monroe County Tire & Supply, INC	17-tires		09/21/2018	524.36
4693 - Monroe County Tire & Supply, INC	17-tires		09/21/2018	401.90
4693 - Monroe County Tire & Supply, INC	17-tires		09/21/2018	20.00
	Account 52230 - Garage and Motor Supplies Totals	4		<u>\$1,116.76</u>
Account 52240 - Fuel and Oil				
4548 - Midwest Motor Supply (Kimball Midwest)	17-stock brake cleaner		09/21/2018	957.60
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels		09/21/2018	20,732.00
	Account 52240 - Fuel and Oil Totals	2		<u>\$21,689.60</u>
Account 52320 - Motor Vehicle Repair				
244 - Bloomington Ford, INC	17-misc parts		09/21/2018	46.30
244 - Bloomington Ford, INC	17-misc parts		09/21/2018	393.00
244 - Bloomington Ford, INC	17-parts return credit		09/21/2018	(10.59)
4335 - Circle Distributing, INC	17-misc parts		09/21/2018	362.72
4335 - Circle Distributing, INC	17-misc parts		09/21/2018	63.98
4335 - Circle Distributing, INC	17-misc parts		09/21/2018	87.96
4335 - Circle Distributing, INC	17-misc parts		09/21/2018	23.78
4335 - Circle Distributing, INC	17-misc parts		09/21/2018	46.64
594 - Curry Auto Center, INC	17-misc parts		09/21/2018	56.74
594 - Curry Auto Center, INC	17-misc parts		09/21/2018	767.87
594 - Curry Auto Center, INC	17-misc parts		09/21/2018	734.50
594 - Curry Auto Center, INC	17-misc parts		09/21/2018	217.59



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Vendor	Invoice Description	Board Contract #	Payment Date	Invoice Amount
594 - Curry Auto Center, INC	17-misc parts		09/21/2018	124.40
594 - Curry Auto Center, INC	17 - #627 module		09/21/2018	77.57
796 - Interstate Battery System of Bloomington, INC	17-batteries		09/21/2018	401.08
796 - Interstate Battery System of Bloomington, INC	17-batteries		09/21/2018	91.51
4439 - JX Enterprises, INC	17-stock bulbs		09/21/2018	30.44
53385 - O'Reilly Automotive Stores, INC	17 - light bulbs		09/21/2018	15.26
53385 - O'Reilly Automotive Stores, INC	17-#199a coil spring and isolator		09/21/2018	127.02
6095 - Old Dominion Brush Company, INC	17-stk leafer hoses, impellers, liner and cone		09/21/2018	4,219.79
4467 - Power Train Service Company, INC	17-#396 seal, cap solenoid		09/21/2018	160.23
4156 - Pyramid Equipment, INC	17 - restock fee on returned part		09/21/2018	194.23
786 - Richard's Small Engine, INC	17-#660 wheel assy, bearings, seals		09/21/2018	4.42
6528 - State Industrial Products (State Chemical)	17-invoice credit/taxed		09/21/2018	(433.35)
6528 - State Industrial Products (State Chemical)	17-stock penetrating oil and pump		09/21/2018	405.00
54351 - Sternberg, INC	17-misc parts		09/21/2018	469.09
4139 - Temco Machinery, INC (Global Emergency Products)	17-stk slack adjusters		09/21/2018	218.30
622 - Truck Country of Indiana, INC (Stoops Freightliner)	17-#423 wiper module		09/21/2018	243.24
4856 - United Rotary Brush	17-stock gutter brooms		09/21/2018	678.62
2096 - West Side Tractor Sales Co.	17-#483 clutch		09/21/2018	373.71
2096 - West Side Tractor Sales Co.	17-stock oil scan kits		09/21/2018	157.50
Account 52320 - Motor Vehicle Repair Totals			31	<u>\$10,348.55</u>
Account 52420 - Other Supplies				
177 - Indiana Oxygen Company, INC	17 - gases, tools for welding and torches		09/21/2018	121.83
6528 - State Industrial Products (State Chemical)	17-glass cleaner		09/21/2018	144.99
Account 52420 - Other Supplies Totals			2	<u>\$266.82</u>
Account 53620 - Motor Repairs				
4474 - Ken's Westside Service & Towing, LLC	17-towing		09/21/2018	225.00
4474 - Ken's Westside Service & Towing, LLC	17-towing		09/21/2018	50.00
6476 - Samuel D Wray (Wray Automotive)	17-stk leafer hoses, impellers, liner and cone		09/21/2018	50.00
Account 53620 - Motor Repairs Totals			3	<u>\$325.00</u>
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels		09/21/2018	72.94



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Vendor	Invoice Description	Board Contract #	Payment Date	Invoice Amount
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels		09/21/2018	72.07
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels		09/21/2018	34.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels		09/21/2018	15.89
Account 53920 - Laundry and Other Sanitation Services Totals		4		<u>\$195.79</u>
Account 53990 - Other Services and Charges				
3560 - First Financial Bank / Credit Cards	17 - title fees		09/21/2018	75.00
Account 53990 - Other Services and Charges Totals		1		<u>\$75.00</u>
Program 170000 - Main Totals		47		<u>\$34,017.52</u>
Department 17 - Fleet Maintenance Totals		47		<u>\$34,017.52</u>
Fund 802 - Fleet Maintenance(\$9500) Totals		47		<u>\$34,017.52</u>
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1241 - Other Services and Charges Vision				
3977 - Cigna Health & Life Insurance Company	12-Sept 2018 Cigna Dental/Vision Admin \$8,885.88		09/21/2018	6,715.88
Account 53990.1241 - Other Services and Charges Vision Totals		1		<u>\$6,715.88</u>
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		09/10/2018	49.60
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		09/10/2018	48.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		09/10/2018	25.00
17785 - The Howard E. Nyhart Company, INC	12-City URM 2018		09/11/2018	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		09/12/2018	614.28
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		09/13/2018	369.51
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		6		<u>\$1,131.39</u>
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City				
17785 - The Howard E. Nyhart Company, INC	12-City DDC 2018		09/11/2018	360.00
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals		1		<u>\$360.00</u>
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		09/10/2018	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		09/10/2018	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		09/10/2018	48.41
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		09/12/2018	584.13
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		09/13/2018	108.00



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Vendor	Invoice Description	Board Contract #	Payment Date	Invoice Amount
	Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		5	\$790.54
Account 53990.1283 - Other Services and Charges Health Savings Account				
17785 - The Howard E. Nyhart Company, INC	12-HSA EE Contributions for 2018		09/13/2018	16,360.21
	Account 53990.1283 - Other Services and Charges Health Savings Account Totals		1	\$16,360.21
	Program 120000 - Main Totals		14	\$25,358.02
	Department 12 - Human Resources Totals		14	\$25,358.02
	Fund 804 - Insurance Voluntary Trust Totals		14	\$25,358.02
Fund 978 - City 2016 GO Bond Proceeds				
Department 06 - Controller's Office				
Program 06016A - 2016 A Signal Modernization				
Account 54510 - Other Capital Outlays				
20 - Lochmueller Group, INC	13-17th/Dunn St Improv-services thru 7/31/18	BC 2017-71	09/21/2018	2,328.08
	Account 54510 - Other Capital Outlays Totals		1	\$2,328.08
	Program 06016A - 2016 A Signal Modernization Totals		1	\$2,328.08
Program 06016B - 2016 B Ped/Signal/Intersection				
Account 54510 - Other Capital Outlays				
2671 - Hannum, Wagle & Cline Engineering	13-Blgn Ped Safety Inspect-services 7/2-7/29/18		09/21/2018	15,212.84
	Account 54510 - Other Capital Outlays Totals		1	\$15,212.84
	Program 06016B - 2016 B Ped/Signal/Intersection Totals		1	\$15,212.84
	Department 06 - Controller's Office Totals		2	\$17,540.92
	Fund 978 - City 2016 GO Bond Proceeds Totals		2	\$17,540.92
			269	\$791,231.40



Board of Public Works Claim Register

Invoice Date Range 08/25/18 - 08/25/18

Bank Fees July 2018

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.	06-DeptCC07-18	06-Dept CC Bank Fees July 2018	Paid by EFT # 24999		08/25/2018	08/25/2018	08/25/2018		08/25/2018	5.00
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		<u>\$5.00</u>
					Program 010000 - Main Totals			Invoice Transactions 1		<u>\$5.00</u>
					Department 01 - Animal Shelter Totals			Invoice Transactions 1		<u>\$5.00</u>
Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCC07-18	06-Dept CC Bank Fees July 2018	Paid by EFT # 24999		08/25/2018	08/25/2018	08/25/2018		08/25/2018	16.64
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		<u>\$16.64</u>
					Program 020000 - Main Totals			Invoice Transactions 1		<u>\$16.64</u>
					Department 02 - Public Works Totals			Invoice Transactions 1		<u>\$16.64</u>
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCC07-18	06-Dept CC Bank Fees July 2018	Paid by EFT # 24999		08/25/2018	08/25/2018	08/25/2018		08/25/2018	5.00
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		<u>\$5.00</u>
					Program 060000 - Main Totals			Invoice Transactions 1		<u>\$5.00</u>
					Department 06 - Controller's Office Totals			Invoice Transactions 1		<u>\$5.00</u>
Department 13 - Planning										
Program 130000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCC07-18	06-Dept CC Bank Fees July 2018	Paid by EFT # 24999		08/25/2018	08/25/2018	08/25/2018		08/25/2018	5.00
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		<u>\$5.00</u>
					Program 130000 - Main Totals			Invoice Transactions 1		<u>\$5.00</u>
					Department 13 - Planning Totals			Invoice Transactions 1		<u>\$5.00</u>
					Fund 101 - General Fund (S0101) Totals			Invoice Transactions 4		<u>\$31.64</u>
Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	26-GrgFees07-18	26-GrgFees Bank Fees July 2018	Paid by EFT # 24998		08/25/2018	08/25/2018	08/25/2018		08/25/2018	1,385.09
18844 - First Financial Bank, N.A.	26-Garage Verifo	06-Bank Fees July 2018	Paid by EFT # 25001		08/25/2018	08/25/2018	08/25/2018		08/25/2018	99.99
					Account 53830 - Bank Charges Totals			Invoice Transactions 2		<u>\$1,485.08</u>
					Program 260000 - Main Totals			Invoice Transactions 2		<u>\$1,485.08</u>
					Department 26 - Parking Totals			Invoice Transactions 2		<u>\$1,485.08</u>
					Fund 452 - Parking Facilities(S9502) Totals			Invoice Transactions 2		<u>\$1,485.08</u>
Fund 454 - Alternative Transport(S6301)										
Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCC07-18	06-Dept CC Bank Fees July 2018	Paid by EFT # 24999		08/25/2018	08/25/2018	08/25/2018		08/25/2018	8.31
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		<u>\$8.31</u>
					Program 020000 - Main Totals			Invoice Transactions 1		<u>\$8.31</u>
					Department 02 - Public Works Totals			Invoice Transactions 1		<u>\$8.31</u>
					Fund 454 - Alternative Transport(S6301) Totals			Invoice Transactions 1		<u>\$8.31</u>
					Grand Totals			Invoice Transactions 7		<u>\$1,525.03</u>



Board of Public Works Claim Register

Invoice Date Range 09/05/18 - 09/07/18

Utilities

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 02 - Public Works										
Program 020000 - Main										
Account 53210 - Telephone										
1079 - AT&T	812R08178808-18	02-Radio Circuits-charges 7/29-8/28/18	Paid by Check # 68359		09/05/2018	09/05/2018	09/05/2018		09/05/2018	180.64
					Account 53210 - Telephone Totals			Invoice Transactions 1		<u>\$180.64</u>
					Program 020000 - Main Totals			Invoice Transactions 1		<u>\$180.64</u>
					Department 02 - Public Works Totals			Invoice Transactions 1		<u>\$180.64</u>
Department 28 - ITS										
Program 280000 - Main										
Account 53210 - Telephone										
1079 - AT&T	812339226108-18	28-phone charges 7/20-8/19/18-#812 339-2261	Paid by Check # 68360		09/05/2018	09/05/2018	09/05/2018		09/05/2018	5,564.05
					Account 53210 - Telephone Totals			Invoice Transactions 1		<u>\$5,564.05</u>
					Program 280000 - Main Totals			Invoice Transactions 1		<u>\$5,564.05</u>
					Department 28 - ITS Totals			Invoice Transactions 1		<u>\$5,564.05</u>
					Fund 101 - General Fund (S0101) Totals			Invoice Transactions 2		<u>\$5,744.69</u>
					Grand Totals			Invoice Transactions 4		<u>\$5,744.69</u>

REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/25/2018	Bank Fees				1,525.03
9/21/2018	Claims				791,231.40
9/7/2018	Sp Utility Cks				5,744.69
	Month Of September HSA/WorkComp/MT & Gym/CIGNA				
	Sales Tax For August 2018				
					<u><u>798,501.12</u></u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 798,501.12

Dated this _____ **day of** _____ **year of 20**_____.

_____	_____	_____
<u>Kyla Cox Deckard- President</u>	<u>Beth H. Hollingsworth- Vice President</u>	<u>Dana Palazzo- Secretary</u>

I herby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office _____