

**Board of Public Works**  
**Meeting February 19, 2019**



**AGENDA  
BOARD OF PUBLIC WORKS  
February 19, 2019**

A Regular Meeting of the Board of Public Work to be held Tuesday, February 19, 2019, at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

**I. MESSAGES FROM BOARD MEMBERS**

**II. PETITIONS & REMONSTRANCES**

**III. TITLE XVII ENFORCEMENT**

1. Resolution 2019-06: Approve Order to Remove Property at 1633 S. Pinestone Ct.

**IV. CONSENT AGENDA**

1. Approval of Minutes 2-5-19
2. Approve Request from Signature Construction for Extension of Parking and Sidewalk Closure on N. Rogers St. between 10<sup>th</sup> and 11<sup>th</sup> St.
3. Resolution 2019-15: Approve Right of Way Encroachment at 307 E 19th St
4. Approve Request from Duke Energy for Lane Closure Extension on N. Smith Rd.
5. Approve Acceptance of Trades District Final Plat
6. Approve Change Order #1 for Stair Tread Replacement by Owen Valley Flooring at Fire Station #1
7. Approve Service Contract with B & L Sheet Metal and Roofing for Services at City of Bloomington Facilities
8. Approve Service Contract with Harrell-Fish, Inc. for HVAC Repair and Maintenance Services at City of Bloomington Facilities
9. Approve Service Contract with Harrell-Fish, Inc. for Plumbing Repair and Inspection Services at City of Bloomington Facilities
10. Approve Service Contract with Indiana Door & Hardware Specialties, Inc. for Locksmithing and Repair Services at City of Bloomington Facilities
11. Approval of Payroll

**V. NEW BUSINESS**

1. Approve Request from Crider & Crider Inc., for Temporary Road Closure on N. Range Rd. (Monday, Feb. 25<sup>th</sup> – Friday, March 29<sup>th</sup>)
2. Resolution 2019-16: Declare Real Property Surplus and Determine Use for that Property
3. Approve Pavement Maintenance & Pothole Repair Services with Crider & Crider Inc.

**VI. STAFF REPORTS & OTHER BUSINESS**

**VII. APPROVAL OF CLAIMS**

**VIII. ADJOURNMENT**

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



## Board of Public Works Staff Report

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**Project/Event:** Resolution to Uphold Order to Remove and to permit HAND to abate the structure at 1633 S Pinestone Ct

**Petitioner/Representative:** Housing and Neighborhood Development

**Staff Representative:** Michael Arnold

**Date:** 19 February 2019

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**Report:**

11 July 2017	Sent Order to Repair
24 July 2017	Order upheld by BPW
15 August 2017	Notice by Publication 1
20 December 2017	Notice by Publication 2
04 January 2018	Inspection of Property w/Contractor
11 April 2018	Notified of Sheriff's Sale
23 May 2018	Sent letter to Interested Party
23 October 2018	Taxes paid by owner
26 October 2018	Sent Order to Remove
08 January 2018	Sent amended Order to Repair (BPW date correction)
08 January 2019	BPW for resolution to remove

The deterioration of this property has been ongoing for several years. An Order to Repair was issued. Notice mailed certified, first class and posted on site. Mail was returned and the notice not picked up from the site. Received a Warrant-of-Entry from the Courts and did a walk around of the property with contractor. While verifying ownership, it was determined that the property was sold at tax sale. Notified the interested party of the Order to Repair and received no response. Original owner paid the taxes. The County had no additional mailing information for the owner. Because the contractor bid for removal was less than the bid for repair, the Order was upgraded to an Order to Remove. The Order was mailed certified, first class and posted on site. Mail was returned and notice is still posted.

HAND is asking for a resolution from the Board to uphold the Order to Remove in order to move forward with Notice by Publication and any required Warrant-of-Entry necessary to abate the property.

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**Recommend** ☒ **Approval** ☐ **Denial by:** Mike Arnold

Board of Public Works  
Staff Report

**BOARD OF PUBLIC WORKS**

**RESOLUTION 2019 - 06**

**Unsafe Order to Remove – Abatement of 1633 S. Pinestone Ct., Bloomington, IN**

**WHEREAS**, on October 25, 2018, the City of Bloomington Housing and Neighborhood Development (“HAND”) issued an **Order To Remove** on the property located at 1633 S. Pinestone Ct., Bloomington, Indiana ("Property") because the structure is collapsing and therefore unsafe as defined by both Indiana Code § 36-7-9 and Chapter 17.16 of the Bloomington Municipal Code; and

**WHEREAS**, HAND issued an Order to Remove to the owner of record for the Property, and said individual is believed to have a substantial interest in the Property, in accordance with the rules and procedures outlined in Indiana Code § 36-7-9 *et seq.* and Chapter 17.16 of the Bloomington Municipal Code; and

**WHEREAS**, the deadline for removal was December 26, 2018, and the owner of record has failed and refused to comply with the Order to Remove by taking no steps to remove the structure from the Property.

**NOW, THEREFORE, BE IT RESOLVED:**

1. The Board of Public Works hereby affirms the Order issued by HAND on the 25<sup>th</sup> Day of October, 2018.
2. The owner of record has failed to comply with the Order issued by HAND on the 25<sup>th</sup> Day of October, 2018, thereby necessitating abatement of the Property.
3. HAND shall initiate abatement procedures to remove the unsafe structure from the Property as Ordered.
4. HAND may seek a Warrant of Entry from the Monroe Circuit Court as necessary to bring this Property into compliance with the Order issued by HAND on the 25<sup>th</sup> Day of October, 2018.

**SO RESOLVED BY THE CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS THIS 19<sup>th</sup> DAY OF FEBRUARY, 2019.**

By: \_\_\_\_\_  
Kyla Cox Deckard, President

STATE OF INDIANA            ) SS:  
COUNTY OF MONROE        )

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

WITNESS, my hand notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

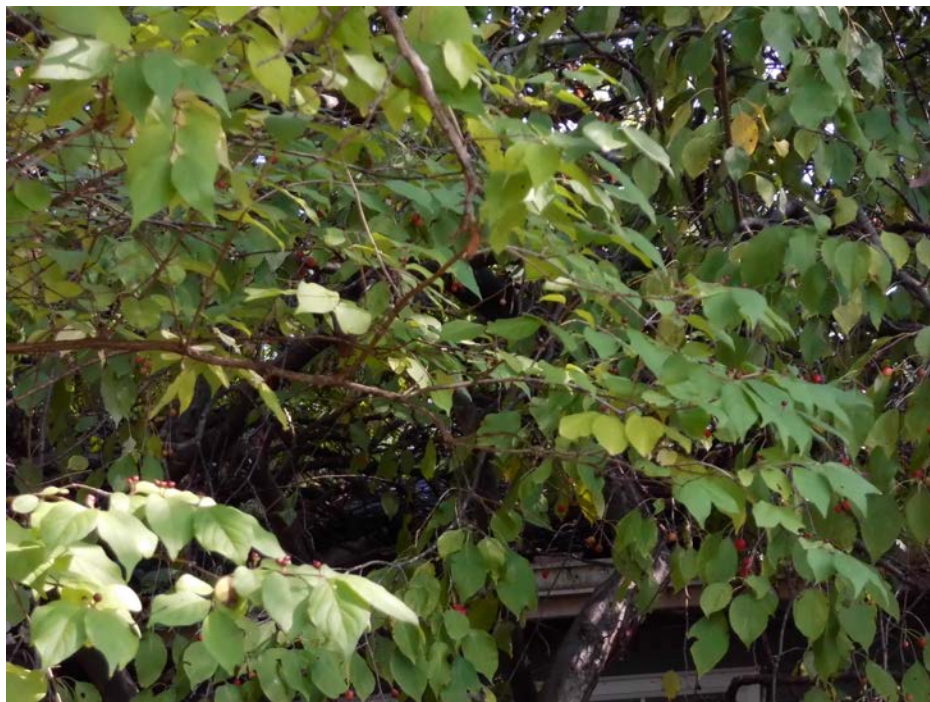
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

Resident of \_\_\_\_\_ County

\_\_\_\_\_  
Printed Name of Notary





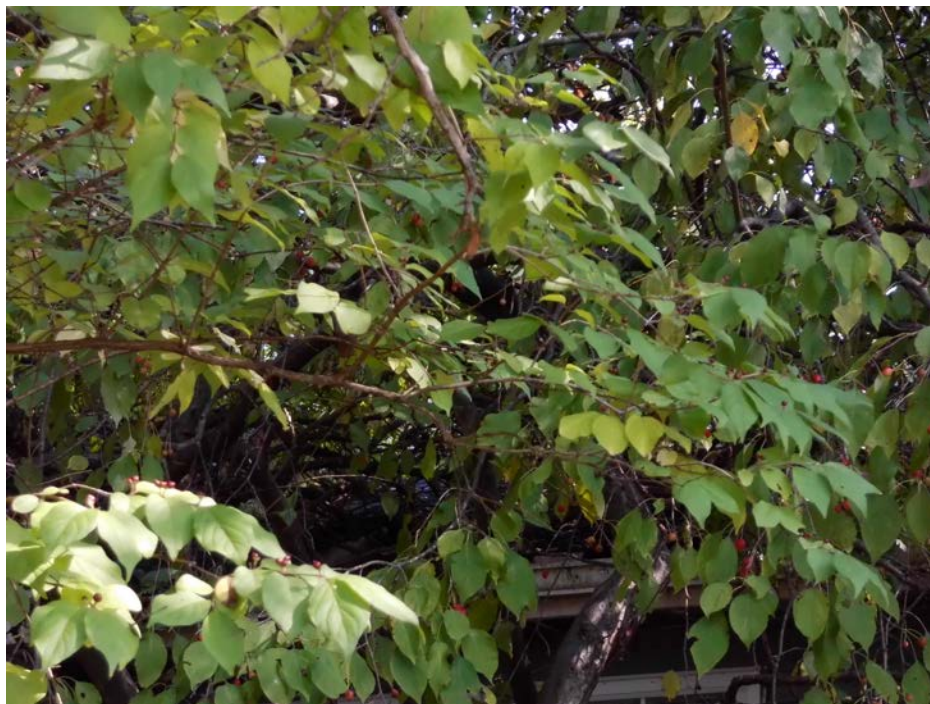
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**1633 S Pinestone Ct – 08 January 2019**





**1633 S Pinestone Ct - 20 September 2018**



**1633 S Pinestone Ct – 08 January 2019**





The Board of Public Works meeting was held on Tuesday, February 5, 2019, at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard  
Beth H. Hollingsworth  
Dana Palazzo

City Staff: Christina Smith – Public Works  
Adam Wason – Public Works  
Michael Large – Public Works  
Jackie Moore – City Legal  
Neil Kopper – Planning and Transportation  
Sara Gomez – Planning and Transportation  
Jayme Washel – Fire

Beth Hollingsworth thanked the employees of the Street Department for their diligent work to clear the streets during recent winter weather.

**MESSAGES FROM  
BOARD MEMBERS**

None

**PETITIONS &  
REMONSTRANCES**

**CONSENT AGENDA**

1. Approval of Minutes – January 22, 2019
2. Approve Request from Weddle Brothers Construction Group for Extension of E. 13th Street Full Closure (Wednesday, Feb. 6th-Thursdays, Feb.28th)
3. Approve Outdoor Lighting Agreement W. 17<sup>th</sup> St. Reconstruction Project
4. Resolution 2019 – 10: Approve Renewal of Mobile Vendor License (Kabab on Wheels)
5. Resolution 2019 – 11: Approval of Public Need for Right of Way Acquisition for the Henderson Street Multiuse Path Project
6. Resolution 2019 – 12: Approval of Public Need for Right of Way Acquisition for the Rogers Street Multiuse Path Project
7. Resolution 2019 – 13: Approval of Public Need for Right of Way Acquisition for the Winslow Road Multiuse Path Project
8. Resolution 2019 – 14: Approve Closure of S. Washington Street for Middle Way House Street Naming Ceremony (Friday March 8th, 2019)
9. Approve Service Agreement with Ann – Kriss, LLC for Maintenance and Repair Services at Public Work Facilities
10. Approve Service Agreement with Cassady Electrical Contractors, Inc., for Electrical Maintenance and Repair Services

11. **Approve Award for Concrete Services Agreement with Groomer Construction, Inc.**
12. **Approval of Payroll**

Hollingsworth made a motion to approve the items on the Consent Agenda. Cox Deckard seconded the motion. Palazzo abstained from voting because of a potential conflict of interest. Motion is passed. Consent agenda is approved.

Christina Smith, Public Works, presented Noise Permit Application for FlowMotion Symposium. See meeting packet for details.

**Board Comments:**

Hollingsworth expressed concern about the liability associated with the event but was happy to see that the event was covered by a certificate of insurance.

Palazzo made a motion to approve noise permit for the FlowMotion Symposium. Hollingsworth seconded the motion. Motion is passed. Noise permit is approved.

Jayne Washel, Deputy Chief, Fire Department, presented Contract for the purchase of a pumper truck from Fire Service, Inc. See meeting packet for details.

Hollingsworth made a motion to approve contract with Fire Service, Inc. for the purchase of a pumper truck. Palazzo seconded the motion. Motion is passed. Contract is approved.

Sara Gomez, Planning and Transportation, presented the request from Crider & Crider for temporary road closures on Old State Road 37 North between Walnut Street and Gourley Pike. See meeting packet for details.

**Board Comments:**

Hollingsworth confirmed with Gomez that this project is part of the IU Health buildout. Gomez confirmed this was to facilitate installation of the sanitary sewer for the IU Hospital Project.

Hollingsworth confirmed that work would begin on Wednesday, February 6, 2019. Gomez confirmed that start day was correct. Cox Deckard asked if the primary detour would be N. Walnut St. Gomez confirmed that was correct. Gomez went on to say that during the road closure the transportation plan will route traffic up Gourley Pike to Kinser Pike and then on to east or west bound State Road 46 at which time traffic can enter back onto Walnut St. Hollingsworth

**NEW BUSINESS**

**Approve Noise Permit for the FlowMotion Symposium (Friday March 15th & Saturday March 16th)**

**Approve Awarding of Contract for Bloomington Fire Department Purchase of a Pumper Truck to Fire Service, Inc.**

**Approve Request from Crider and Crider for Temporary Road Closures Old State Road 37 N. between Walnut Street and Gourley Pike (Wednesday, Feb. 6th – Thursday, June 6th)**

asked if Crider & Crider has communicated with affected parties. Gomez stated that they have been communicating with City of Bloomington Utilities; this job is a City of Bloomington Utilities project.

Palazzo made a motion to approve the temporary road closure by Crider & Crider. Hollingsworth seconded the motion. Motion is passed. Temporary road closure is approved.

Sara Gomez, Planning & Transportation, presented the request from Duke Energy for temporary road and alley closure in the area of the 200 block of N. Morton St. See meeting packet for details.

**Approve Request from Duke Energy for Temporary Road and Alley Closures in the Area of the 200 Block of N. Morton Street (Monday, March 4th to Friday, May 3rd)**

**Board Comments:**

Cox Deckard spoke about an inquiry from CFC properties regarding access to the Chase parking garage off of Gentry during the road closure. She asked for elaboration on how the traffic maintenance plan will address this concern. Kerry Ducker, Duke Energy, ensured the Board that the Chase garage will be left open. Ducker stated that the work to be completed will take place south of the garage entrance. Ducker went on to say that Duke will work with the tenants of the Chase garage to ensure access. Cox Deckard asked if the road closure on N. Morton would be open after 5pm during the week and on the weekends to which Ducker stated that is the plan. According to Duke's maintenance of traffic plan, the N. Morton Street closure will only be in effect during the business hours on weekdays. They may be doing some night work but it will not affect that area of N. Morton Street.

Adam Wason, Public Works, stated that there have been some concerns from affected business owners. Wason went on to explain that Sara Gomez, Planning and Transportation, has been working with Duke to address those concerns. Wason reminded the Board that this is a big project in a highly congested area and it will have some inconveniences at times. Wason reiterated that the City staff will continue to coordinate with Duke Energy and the affected business to ensure that access to their private properties is affected as little as possible.

Palazzo asked if there was a representative from Duke that business owners could reach out to with questions or concerns as the project progresses. Ducker stated that he would be the point of contact for those inquiries and coordinate with the customers at that time to mitigate issues with service deliveries or sanitation services.

**Public Comments:**

Mark Cornett, representing Mark Conlon, owner of Janko's Little Zagreb addressed the Board. Cornett expressed additional concerns of the owner of Janko's. He stated that there are multiple deliveries and sanitation pickups throughout the week. In addition there are currently eight parking spots on the property that employees utilize. This entrance on the Southside of the building is imperative to the operations of Janko's; having access blocked or inaccessible would negatively impact the business. Cornett provided the Board with documents that have been added to the packet. This include photos of the areas Cornett is concerned will be blocked, preventing deliveries into the business.

Wason addressed Cornett's concerns stating that the City would not have any problem with delivery trucks entering Morton from Kirkwood Ave. Wason stated that this project is going to require on going communication and collaboration between City staff, Duke Energy, and all affected business owners to ensure that business is able to continue as usual with minimal disruption. Wason went on to say that Republic sanitation services performs trash pickup in the downtown corridor before 7am so it would not be affected by the road closure, which will start after that time. Wason reiterated the importance of communication between all parties as the project moves forward to ensure the least amount of disruption.

**Board Comments:**

Cox Deckard asked Ducker if deliveries to this and other businesses will be possible during the times when the street closure is in effect. Ducker stated that there will be no work taking place in the area north of the electrical vault illustrated in the photos provided by Cornett. Ducker asked Wason if it would be possible to have the metered spots on the westside of Morton blocked to allow for deliveries during the few days that Duke would be digging in the area. Wason stated that City staff are willing to make accommodations during the work hours if that is necessary. Staff will need to make a continuous effort to communicate as Duke mobilizes in the different locations that will affected by this project. Cox Deckard asked for confirmation of alternative arrangements for the affected employee parking spots directly south of the property. Ducker said that having the employees park elsewhere while Duke was working would be ideal because then they could complete their work quickly rather than have to continue to stop to let vehicles in and out. The conversation continued regarding the details of the communication between City staff, Duke Energy, and affected businesses during the project.

**Public Comment:**

Cassandra Sloan, owner of Cherry Canary Vintage Clothing, addressed the Board regarding a tree plot in the City Right – of – Way adjacent to her business located at the corner of 4th Street and S. Gentry Street. Sloan stated that she has planted perennials in the space to beautify the area around her business. She is concerned that this project will include removal



of that tree plot. Wason identified the area in question for the Board and asked Ducker if he was aware of any disruption to this area in question. Ducker confirmed that an electrical box will be placed below ground north of the area in question. Sloan stated that this area is City greenspace to which she assumed the City did not want to lose. Ducker stated that removal of the overhead lines were the concern that created a need for this project. Wason interjected that these types of decisions are difficult. Wason went on to say this project has been the result of coordination and conversation with many of the business owners in the area to remove the overhead powerlines. Sloan asked if there would be digging in the area, to which Ducker said no, they will be boring in this area of the project. Wason asked Ducker if installation of planters after the work is completed is possible, to which Ducker said he would ask. Ducker stated that access to the panels that are being installed is imperative. Wason asked Ducker if they could agree to address the potential for greenery in the area once the installation of the panels is complete. Sloan asked if she would have an opportunity to remove the plants prior to excavation. Ducker stated that work would not begin prior to March 6th so there is time for that to happen. Wason ensured Sloan that he would provide her with his contact information and work with her on creative solutions.

#### **Board Comments:**

Cox Deckard asked if installation of the access panels meant that the sidewalk in that area would be widened. Ducker confirmed that the area would be widened and that the panels would be incorporated into and function as a sidewalk. Cox Deckard went on to say she saw the potential for this space to be reconfigured with green space and potentially art installations. The conversation regarding the green space continued.

#### **Public Comments:**

Mike Baldomero, Olympus Properties, addressed the Board on behalf of the tenants of the Olympus property at 4th and Gentry Streets.

Baldomero is concerned about the scope of work. Baldomero stated that he was working with Kerry Ducker to mitigate negative impacts to those in Olympus properties. Baldomero said that the utility poles will not be going away. The tops will be cut off and the high power lines will be going underground. The poles with remaining utilities will remain in their current location, so the poles will not be going away. Baldomero stated that the property owners are worried about the final aesthetics of the project. Baldomero is concerned that it will not improve the look of the alley and adjacent properties.

Baldomero stated that in fact there will be one or more poles. He went on to point out the alley that runs west to east from Gentry St. to S. College Ave. Baldomero stated there are two poles in that alley that are old and degraded, so much so that one is leaning against a building. For these reasons Baldomero would like to ask Duke Energy and the Board if there is a possibility of the poles being removed completely. Baldomero went on to say that he is concerned about the condition of the rotting poles and that he just doesn't like them.

Ducker responded that there are three reasons that the overhead lines cannot be completely removed. The primary reason is because there are overhead power lines that service both properties managed by Baldomero in addition to other adjacent properties. Finally Ducker explained that there is no room on the ground for the installation of the transformers that are overhead. This installation would require specific clearances between the transformer and the building and there is not sufficient room for this installation. Ducker stated that both phone and Comcast are still on the pole. Once Duke Energy removes their lines the ownership of the poles will be transferred to the utilities that still use them.

Wason explained to the Board that it is the responsibility of the last utility on a pole to maintain that pole. Wason stated that if the poles are determined to pose a safety hazard then that issue can be addressed with the utilities that own those poles at that time.

**Board Comments:**

Cox Deckard asked Wason if it would be possible to address this issue with the utilities who will be responsible for maintaining these poles to expedite their replacement, if their condition is determined to be unsafe. Wason assured Cox Deckard that the City could definitely coordinate that conversation. Hollingsworth asked Wason if he would like those who have spoken against this item to submit their complaints in writing. Wason stated that the minutes would be detailed enough to relay the dissent of the individuals.

Hollingsworth made a motion to approve the request from Duke Energy for temporary road and alley closures in the area of the 200 block of N. Morton St. Palazzo seconded the motion. Motion is passed. Request is approved.

Neil Kopper, Planning and Transportation, presented the construction inspection contract with Beam, Longest, and Neff, LLC for the W. 17<sup>th</sup> Street Reconstruction Project. See meeting packet for details.

Palazzo made a motion to approve the contract. Hollingsworth seconded the motion. Motion is passed. Contract is approved.

Neil Kopper, Planning and Transportation, presented the awarding of the construction contract with Reed & Sons Construction Inc., for the 17<sup>th</sup> Street reconstruction project. See meeting packet for details.

Hollingsworth made a motion to approve the award of construction contract with Reed & Sons Construction Inc., for the 17<sup>th</sup> Street reconstruction project. Palazzo seconded the motion. Motion is passed. Contract is approved.

**Approval of the Construction  
Inspection Contract with Beam,  
Longest, and Neff, LLC for the  
W. 17th Street Reconstruction  
Project**

**Approve Award of Construction  
Contract with Reed & Sons  
Construction Inc., for the 17<sup>th</sup>  
Street Reconstruction Project**

Neil Kopper, Planning and Transportation, presented addendum #2 for the contract for preliminary engineering services with AZTEC Engineering Group, Inc. See meeting packet for details.

**Approve Addendum #2 for Preliminary Engineering Services with AZTEC Engineering Group, Inc., for the 17<sup>th</sup> Street Reconstruction Project**

Palazzo made a motion to approve addendum #2. Hollingsworth seconded the motion. Motion is passed. Addendum #2 is approved.

Neil Kopper, Planning and Transportation, presented the preliminary engineering contract with Eagle Ridge Civil Engineering Services LLC. See meeting packet for details.

**Approval of Preliminary Engineering Contract with Eagle Ridge Civil Engineering Services, LLC, for the Downtown Alleys and Kirkwood Maintenance Projects**

**Board Comments:**

Palazzo asked Kopper to elaborate on the scope of the project. Kopper stated that the project's primary goal is to resurface Kirkwood Avenue, from Walnut Street to Indiana Avenue with a new top layer of asphalt. As part of this process all curbs and ADA ramps will be inspected and repaired if need be to be brought into compliance. In addition all brick crosswalks will be inspected. Broken and crumbling bricks will be replaced.

Hollingsworth asked if this project would be completed when the students are gone. Kopper confirmed that the project is scheduled to be completed this summer when the majority of students are gone.

Palazzo made a motion to approve the preliminary contract with Eagle Ridge Civil Engineering Services, LLC. Hollingsworth seconded the motion. Motion is passed. Contract is approved.

Sara Gomez, Planning and Transportation, presented the request from Weddle Brothers for temporary road closure on south Rogers Street. See meeting packet for details.

**Approve Request from Weddle Brothers for Temporary Road Closure on S. Rogers Street (Wednesday, Feb. 6th and Thursday, Feb. 7th)**

**Board Comments:**

Hollingsworth asked Gomez if the start time for the project had been changed from 8 to 7pm. Gomez confirmed that after the work session she spoke with the project manager from Weddle Brothers and they are planning on completing the work starting at 7pm on Thursday, Feb 7th due to winter weather that is forecasted.

Cox Deckard asked for confirmation that employees of The Warehouse will still have access to exit the location. Gomez confirmed that employees will be able go south on Rogers Street upon leaving.

Cox Deckard asked if the concerns regarding excessive noise, which were discussed during the work session, had been addressed with Weddle

Brothers. Jeff Ooley, Weddle Brothers, addressed the Board and stated that the first hour of the project they will be removing the asphalt from the roadway with an excavator with a hammer attachment. Once that is completed there should not be any additional noise. Ooley stated that the excavator is the loudest piece of equipment that will be used on this project.

Hollingsworth made a motion to approve the road closure for Weddle Brothers. Palazzo seconded the motion. Motion is passed. Temporary road closure is approved.

#### **STAFF REPORTS & OTHER BUSINESS**

Adam Wason, Public Works, spoke about the continued progress on moving forward with the 17<sup>th</sup> Street reconstruction project. In addition the City will be undertaking a major multiuse path project on W. 2<sup>nd</sup> street from Landmark Ave. to Patterson Street on the north side of the street. Wason only expects lane restrictions and not closure. Wason stated it was going to be another busy construction season. He asks citizens to please be patient and remember these projects are to make long term improvements.

Wason also spoke about County projects on Gordon and Fullerton Pike which will include lane restrictions and closures as well. Wason expressed his appreciation for Lisa Ridge and her staff at the Monroe County Public Works office for their continued work and communication as these projects come on line.

#### **APPROVAL OF CLAIMS**

Hollingsworth made a motion to approve the claims in the amount of \$2,465,122.41. Palazzo seconded the motion. Motion is passed. Claims are approved.

#### **ADJOURNMENT**

Cox Deckard called for adjournment of the February 5<sup>th</sup> meeting at 6:25pm.

Accepted by:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Beth H. Hollingsworth, Vice-president

\_\_\_\_\_  
Dana Palazzo, Secretary

Date:

Attest to:



## Board of Public Works Staff Report

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**Project/Event:** Request to extend use of public right of way on North Rogers Street during construction of The Moving Forward Multi-Family Apartment Project

**Staff Representative:** Sara Gomez

**Petitioner/Representative:** Signature Construction/Russell Price

**Date:** February 29, 2019

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**Report:** Signature Construction is requesting an extension for their 3/20/2018 Board of Public Works request to have a parking and sidewalk closure on the west side of N Rogers St between 10th and 11th street. The original request was for the timeframe 3/21/2018-3/21/2019. The request is to facilitate the new drive entrance and sidewalk construction for the Pedcor development project. The extension would allow time for Duke to complete their work before improvements are done to minimize damage to the new sidewalks and tree plot areas. The request is to extend the use of the right of way until June 21st, 2019. Pedestrian walk-arounds will be provided along Rogers Street for closures longer than 24 hours. There will also be intermittent sidewalk Detours to the east side of Rogers when necessary for pedestrian safety during concrete pours.

**Recommendation and Supporting Justification:** The requested use of right of way is typical of other requests for work space that staff has seen. Staff recommends approval of this request.

**Recommend** ☒ **Approval** ☐ **Denial by** Sara Gomez



**To:** Board of Public Works  
City of Bloomington  
401 North Morton Street  
Bloomington, IN 47404

**From:** Russell Price  
Signature Construction  
385 City Center Drive  
Carmel, IN. 46032

Re: 601 N. Rogers St, Bloomington, IN 47404 Extension of Use of Right of Way

Dear Board Members:

Our company, Signature Construction, is currently building a 4-story apartment building at 601 N. Rogers St., across from the new Trades District. We currently have a Right of Way permit that is active through March 21, 2019, but are now wishing to request an extension of this permit to extend to June 21, 2019. The reason for this request is to complete the aprons, new permanent sidewalk, and landscaping along the street parking on Rogers St.


For this project, we are in a cooperation with Duke Energy to install solar panel covered canopies. Duke Energy is in the final design phases to be able to implement and install their portion of the project in the upcoming months. We are working very closely with Duke to limit any unforeseen conditions that would require the tear out/damage of any permanent sitework or disruptions to the public.

In this request for extension, we will still be following the same plans submitted and approved on March 20, 2018. There will also be at least two instances where the sidewalk would be required to be shut down for concrete pours for the apron to connect to Rogers St. This shutdown would last no longer than 2 hours maximum per occurrence for the safety of the public. In these instances, all rules and regulations would be followed and executed with the preapproval of Sara Gomez.

Please feel free to reach out to Russell Price, site superintendent, for additional questions or concerns. Contact can be made by calling 317-407-0144 or by emailing [rprice@pedcor.net](mailto:rprice@pedcor.net).

Best Regards,

Russell Price  
Superintendent



SIDEWALK DETOUR  
CROSSING ON SOUTH SIDE  
OF E. 11TH ST. (SHOULD  
EAST SIDE OF ROGERS ST.  
BE INTACT DURING UTILITY  
EXCAVATION WORK FOR  
THE MOVING FORWARD  
PROJECT)

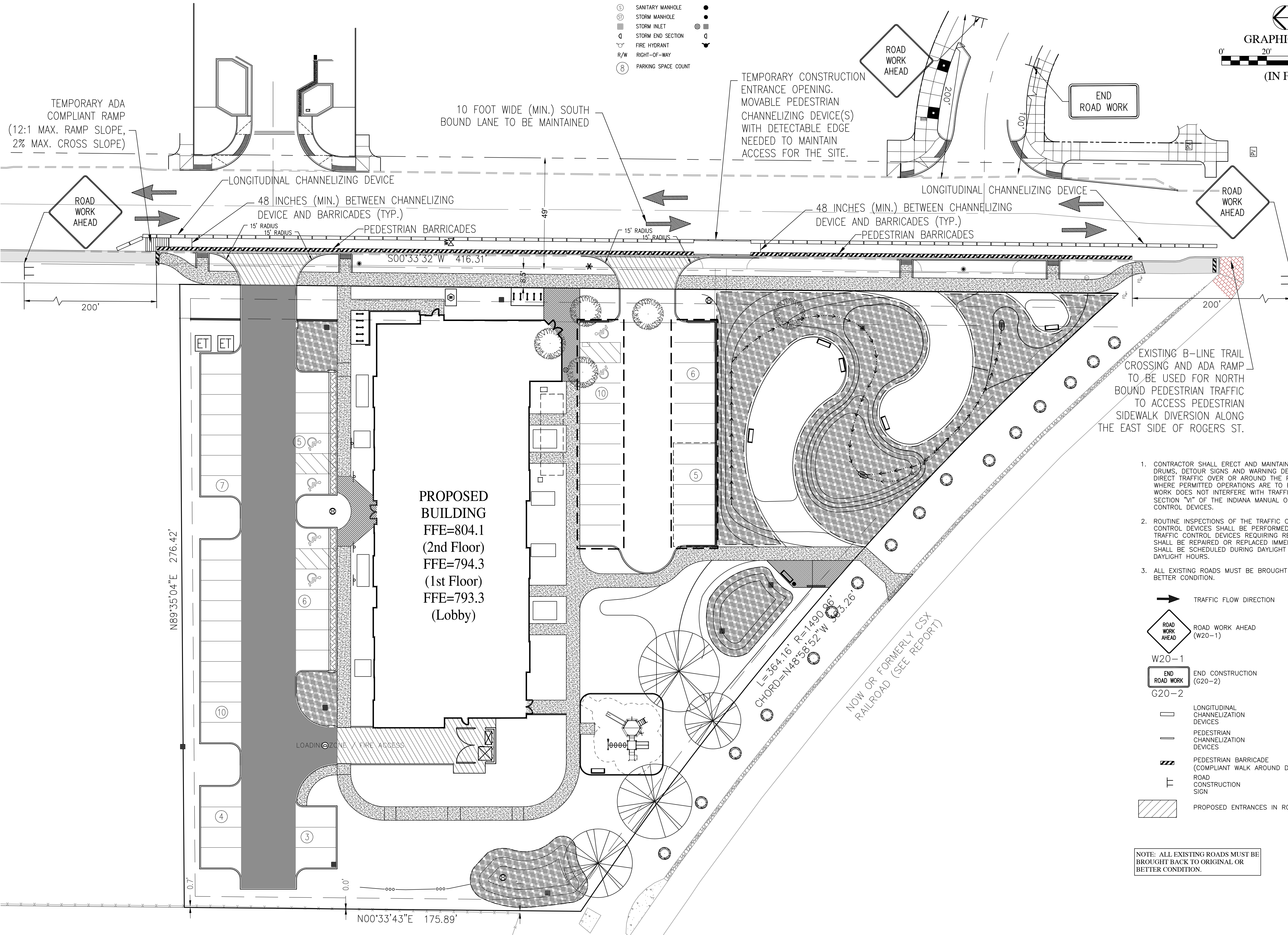
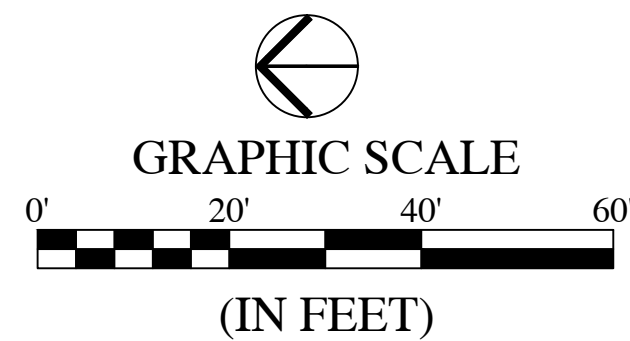
This aerial photograph shows Rogers St running vertically. A yellow line marks the center of the road. Blue and red arrows indicate traffic flow and detour paths. At the top, a horizontal street is labeled 'E. 11TH ST'. A red arrow points from a text box to a detour crossing on the south side of E. 11th St. Further down, another detour crossing is shown at the B-Line Trail crosswalk. The bottom of the image shows the intersection with 'N Rogers St'. A blue square icon with a white 'P' is visible on the right side of Rogers St.

SIDEWALK DETOUR  
CROSSING AT EXISTING  
B-LINE TRAIL CROSSWALK  
(SHOULD EAST SIDE OF  
ROGERS ST. BE INTACT  
DURING UTILITY  
EXCAVATION WORK FOR  
THE MOVING FORWARD  
PROJECT)

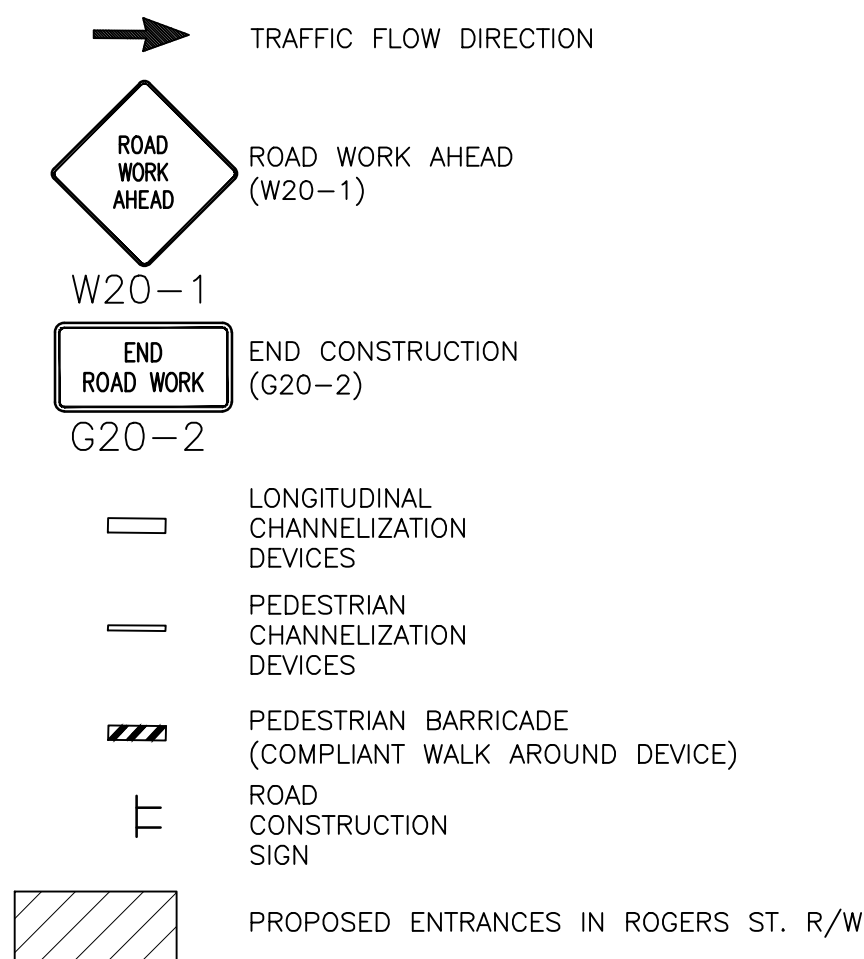


LEGEND:

EXISTING	PROPOSED
PROPERTY LINE OR RIGHT-OF-WAY LINE	
EASEMENT LINE	
SETBACK LINE	
CENTERLINE	
SWALE / FLOWLINE	
FENCE	
SANITARY MANHOLE	
STORM MANHOLE	
STORM INLET	
STORM END SECTION	
FIRE HYDRANT	
R/W RIGHT-OF-WAY	
PARKING SPACE COUNT	



- CONTRACTOR SHALL ERECT AND MAINTAIN ALL NECESSARY SIGNS, DRUMS, DETOUR SIGNS AND WARNING DEVICES REQUIRED TO SAFELY DIRECT TRAFFIC OVER OR AROUND THE PART OF THE ROADWAY WHERE PERMITTED OPERATIONS ARE TO BE DONE SO LONG AS THE WORK DOES NOT INTERFERE WITH TRAFFIC, IN ACCORDANCE WITH SECTION "VI" OF THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- ROUTINE INSPECTIONS OF THE TRAFFIC CONTROL ZONE AND TRAFFIC CONTROL DEVICES SHALL BE PERFORMED ON A REGULAR BASIS. TRAFFIC CONTROL DEVICES REQUIRING REPAIR OR MAINTENANCE SHALL BE REPAIRED OR REPLACED IMMEDIATELY. INSPECTIONS SHALL BE SCHEDULED DURING DAYLIGHT HOURS AS WELL AS DAYLIGHT HOURS.
- ALL EXISTING ROADS MUST BE BROUGHT BACK TO ORIGINAL OR BETTER CONDITION.



NOTE: ALL EXISTING ROADS MUST BE BROUGHT BACK TO ORIGINAL OR BETTER CONDITION.



ONE PEDCOR SQ., 770 3RD AVE., S.W.  
CARMEL, INDIANA 46032  
(317) 587-0241



CSO Architects  
ARCHITECTURE • INTERIOR DESIGN

8831 Keystone Crossing - Indianapolis, IN 46240  
Main: 317.848.7800 Fax: 317.374.0957 • csocorp.net  
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Applied  
Engineering Services

9100 KEYSTONE CROSSING, SUITE 200  
INDIANAPOLIS, INDIANA 46240  
(317) 810-4141



135 NORTH PENNSYLVANIA STREET, SUITE 2000  
INDIANAPOLIS, INDIANA 46204  
(317) 547-3654



619 NORTH PENNSYLVANIA STREET  
INDIANAPOLIS, INDIANA 46204  
(317) 425-0955

PROJECT:  
MOVING FOWARD  
MULTI-FAMILY  
BLOOMINGTON, INDIANA

SCOPE DRAWINGS:

These drawings indicate the general scope of the project in terms of architectural design concept, the dimensions of the building, the major architectural elements and the type of structural, mechanical and electrical systems. The drawings do not necessarily include or describe all work required for full performance and completion of the requirements of the contract. On the basis of the general scope indicated or described, the trade contractors shall furnish all items required for the proper execution and completion of the work.

REVISIONS:

2/13/2018 - REV. PER BLOOMINGTON REVIEW
3/02/2018 - ISSUE FOR ESI #2
3/13/2018 - ISSUE FOR ESI #3 AND REVISIONS PER CITY MOT PLAN COMMENTS

ISSUE DATE	DRAWN BY	CHECKED BY
8/1/2017	SMD	SMD

DRAWING TITLE:  
MAINTENANCE OF  
TRAFFIC PLAN  
LONG-TERM  
(ROGERS ST.)

CERTIFIED BY:



DRAWING NUMBER

C1.2

PROJECT NUMBER

2015-217





## Board of Public Works Staff Report

---

**Project/Event:** Request an agreement for the encroachment of trash enclosure

**Staff Representative:** Dan Backler

**Petitioner/Representative:** BJ 2013 LLC, David Bilfeld, Member

**Date:** 2/19/2019

---

**Report:** Within the last few years, a trash enclosure was installed at 3017 E 19<sup>th</sup> Street in an effort to reduce trash cans from getting knocked over or otherwise misused. The trash enclosure encroaches into the right-of-way. The property owner has requested an encroachment resolution to receive the permission of the Board of Public Works to utilize this portion of right-of-way and to detail the agreement.

**Recommendation:** Since the installation of the trash enclosure, litter has been greatly reduced in the area. Due to the fact that the property to the east does not have sidewalks, the trash enclosure does not create an impediment to pedestrian traffic. The petitioner understands that if a sidewalk is built to the east, the trash enclosure will need to be moved at the owner's expense. Staff recommends the approval of the encroachment resolution.

**Recommend**   ☒ **Approval**   ☐ **Denial by**   Dan Backler

**BOARD OF PUBLIC WORKS  
RESOLUTION 2019-15**

**Right of Way Encroachment at 307 E 19<sup>th</sup> St**

**WHEREAS**, BJ 2013 LLC, is the Owner of a building commonly known as 307 E 19<sup>th</sup> St, Bloomington, Monroe County, Indiana (“Owner”), which real estate is more particularly described in a deed recorded as instrument number 2013006027 in the Office of the Recorder of Monroe County; and

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

**WHEREAS**, an existing trash enclosure (Encroachment) does encroach into the right-of-way approximately 7 feet north and south and approximately 4 feet east and west at the southeast corner of said parcel, along East 19<sup>th</sup> Street, owned by the City of Bloomington (“City”); and

**WHEREAS**, the sidewalk terminates at the point of the trash enclosure in its current location such that the enclosure does not impede sidewalk access.

**WHEREAS**, the property owner agrees and understands that the trash enclosure will be required to be moved (at owner’s expense) should the sidewalk be extended beyond the trash enclosure.

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

**WHEREAS**, although the Board of Public Works is authorized pursuant to Indiana Code § 36-9-6-15 to order the removal of any structure in a public place of the City, the City is willing to allow Owner and its successor(s) to encroach onto the portion of the City’s right of way as described above;

**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 for itself and its successor(s) in interest to release

and forever discharge, hold harmless and indemnify the City of Bloomington, its departments, officers, agents, employees and assigns for any and all claims, actions, losses or injuries, including reasonable attorney's fees, that may arise as a result of Owner's use of the right of way. In case any claim or action is brought against the City of Bloomington or any of its officers or agents, for the failure, omission or neglect of the Owner or its successor(s) to perform any of the covenants of this Resolution, or for injury or damage caused by alleged negligence of Owner or its agents, subcontractors, employees or successor(s), the Owner or its successor(s) shall indemnify and hold harmless the City and its officers, agents and assigns from any and all losses, damages, costs (including attorney's fees) or judgments arising out of such claim or action.

2. Owner agrees that no further structural encroachment may be made onto the right of way without first obtaining the Board of Public Works' approval for the additional encroachment.

3. In the event the Owner sells the property during the term of this Resolution, this Resolution shall continue under the original conditions and be binding on the successor(s).

4. Owner agrees that if Encroachment on the Real Estate is removed for any reason, no structure may be rebuilt or placed in the right of way.

5. If at any time it is determined that the street or sidewalk should be improved to better serve the public or other public improvements need to be made in the right of way, and the encroaching improvements interfere with the planned public improvements, the City shall provide notice to Owner for removal of the Encroachment. The City shall provide said notice to Owner as far in advance as possible of the date the City requires access to the right of way.

6. Notice shall be given by the City to BJ 2013 LLC at the address of its then current registered agent, by United States Certified Mail or recognized national overnight delivery carrier.

7. Upon receipt of said notice and prior to the date set forth in the notice, the Owner or its successor(s) shall remove the encroachment(s) described herein. This removal shall be performed at the Owner's expense and without compensation by the City.

8. This Resolution is not intended to relieve Owner or its successor(s) of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.

9. By executing this Resolution on behalf of the Owner, David Bilfeld, represents and certifies that he has been fully empowered to execute this Resolution and that all necessary corporate action for the execution of this Resolution has been taken and done.

10. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by the Owner; and (c) the return of a copy of the recorded Resolution, which must include the Recorder's file information, to the Department of Public Works.

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS**

**BJ 2013 LLC**

By: \_\_\_\_\_  
Kyla Cox Deckard, President

By: \_\_\_\_\_  
David Bilsfeld, Member

By: \_\_\_\_\_  
Beth H. Hollingsworth, Vice President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dana Palazzo, Secretary

Date: \_\_\_\_\_

STATE OF INDIANA       )  
                                      )  
COUNTY OF MONROE    )       SS:

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, Beth H. Hollingsworth, and Dana Palazzo, members 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 \_\_\_\_\_, 2019.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

Resident of \_\_\_\_\_ County

\_\_\_\_\_  
Printed Name

STATE OF INDIANA            )  
  )  
COUNTY OF \_\_\_\_\_)       SS:

Before me, a Notary Public in and for said County and State, personally appeared David Bilfeld, who acknowledged the execution of the foregoing Resolution as his voluntary act and deed.

WITNESS, my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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 F. Moore

This instrument was prepared by Jacquelyn F. Moore, Attorney at Law, City of Bloomington, P. O. Box 100, Bloomington, Indiana.



February 4, 2019

Dan Backler

re: 307 E 19th St, Bloomington In.  
(trash enclosure)

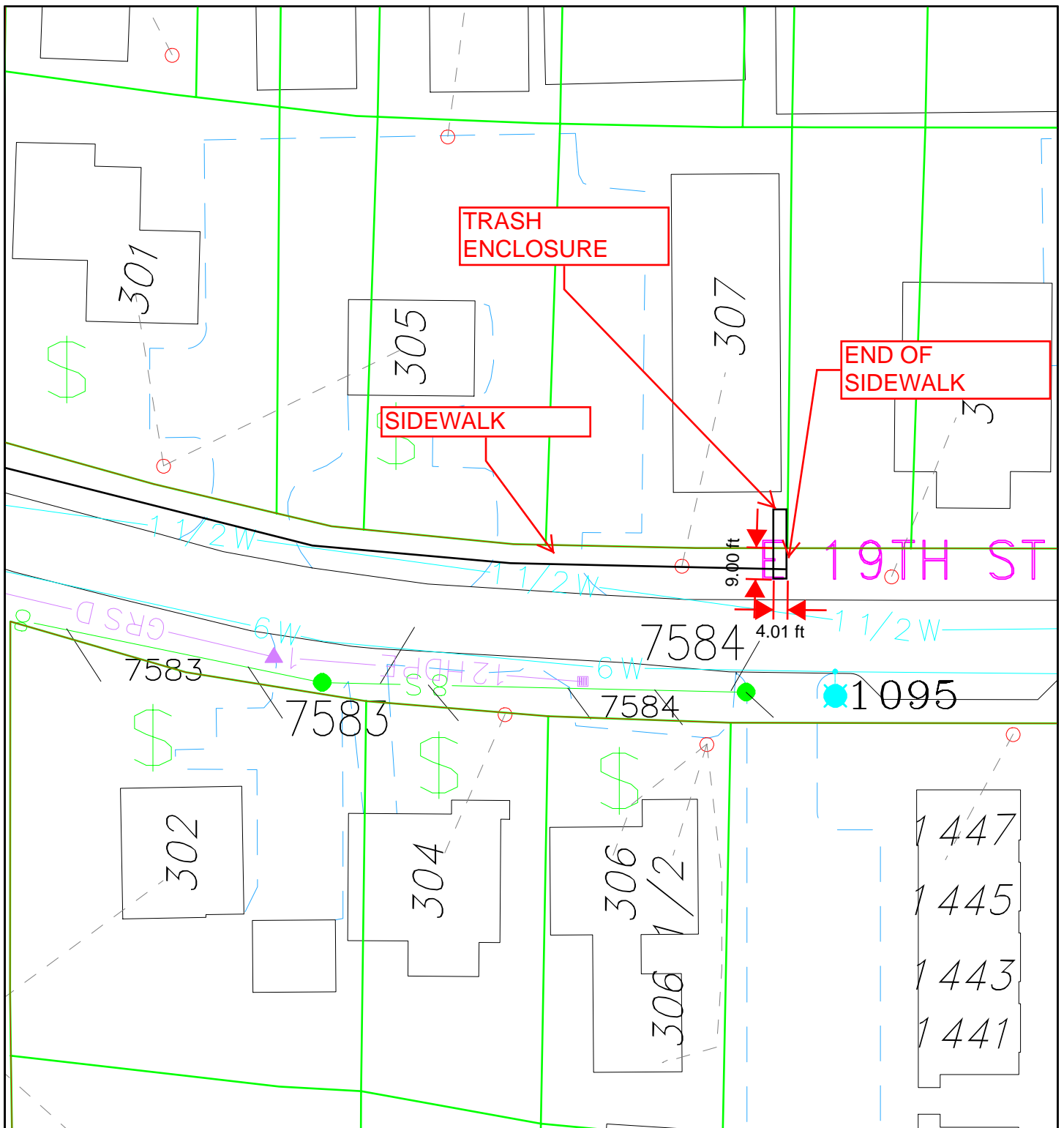
Dear Dan,

I am writing in reference to the disposal enclosure that we built out a few years ago. This change occurred due to the constant destruction of our former dumpster enclosure. Due to a lack of proper disposal by other landlords in the area. The wood enclosed dumpster that had been there for years had become the epicenter for the entire neighborhood to use and abuse the area in and surround the dumpster. We were constantly fixing the dumpster doors and picking up trash lying over from the street, side and area in front of the enclosure. Vandals would constantly tag the wood fence and pull the fence off of the enclosure. This enclosure was a constant management and cost for us. Due to the fact that we only have 9 apartments, we decided that a garbage can for each unit was adequate and would be apparent to the neighborhood that the "free dumpster" was no longer available. Since we did this project a years ago, and set the beautiful enclosure of to the side and providing adequate disposal for our tenants, we have had ZERO issues of abuse, garbage laying around the vicinity or vandalism. We take great pride in the appearance of our properties and the cleanliness of the properties. This change was a complete success. We would really appreciate approval of this garbage enclosure encroachment.

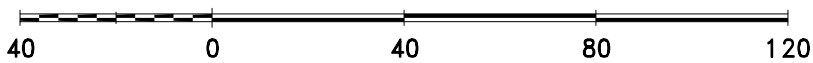
Sincerely,

A handwritten signature in black ink, appearing to read "David Bilfeld", with a stylized flourish at the end.

David Bilfeld  
Distinct Management



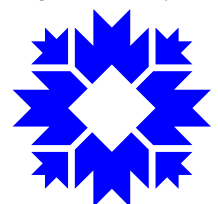
By: backlerd  
14 Feb 19



For reference only; map information NOT warranted.



City of Bloomington  
Planning & Transportation



Scale: 1" = 40'

2/14/2019

307 E 19th St - Google Maps



307 E 19th St  
Bloomington, IN 47408

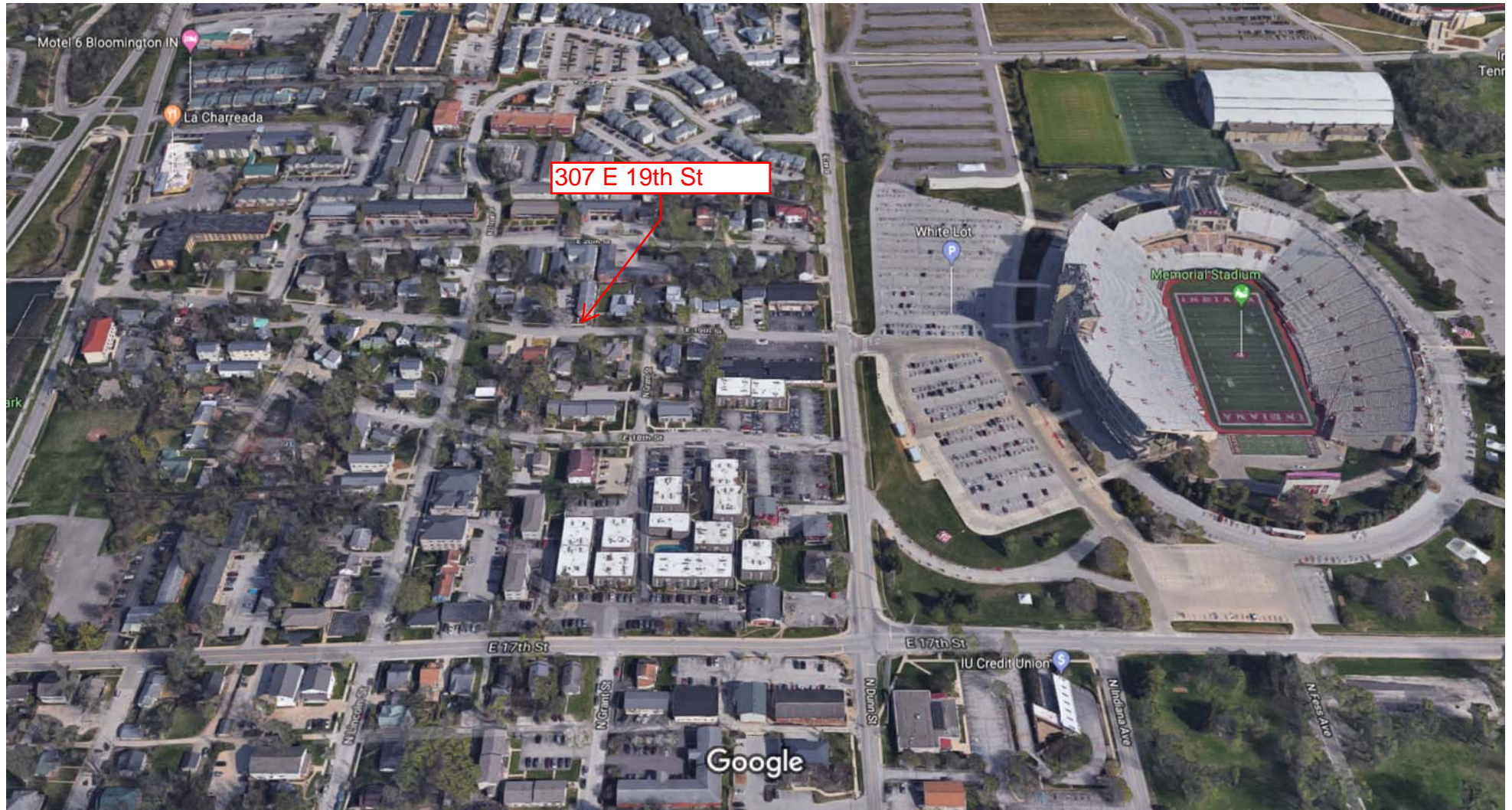
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## Photos





Google Maps 307 E 19th St



Imagery ©2019 Google, Map data ©2019 Google 100 ft





HOOSIER STATION  
812-339-0951

Distinct  
(812) 339-0951  
www.distinctmanagement.com

307

PERMIT PARKING  
Permit to Park in Front of House Only  
No Other Vehicles Allowed  
No Overnight Parking  
Call for more information  
812-339-0951

PURDUE  
UNIVERSITY





## Board of Public Works Staff Report

---

**Project/Event:** Request to extend N Smith Rd lane closure for Duke Energy Pole Replacement- IU Health Infrastructure

**Staff Representative:** Sara Gomez

**Petitioner/Representative:** Duke Energy/Rob Dreiman & Brandon Wilson

**Date:** February 19<sup>th</sup>, 2019

---

**Report:** Duke Energy is requesting an intermittent northbound lane closure on N Smith Rd between E Grandview Dr. and E 10<sup>th</sup> St. This request is to accommodate Pole Replacements and Overhead Infrastructure updates for the new IU Health Hospital. The intermittent lane closure request was approved by the Board on November 13<sup>th</sup>, 2018 for the timeframe of 12/1/2018 through 3/1/2019.

Due to weather delays Duke Energy is requesting to extend the lane closures through April 1<sup>st</sup>, 2019 to complete their work. Duke Energy has been actively keeping staff informed about progress and delays. They also have message boards in place to continue to communicate dates with the public.

**Recommendation and Supporting Justification:** Staff has reviewed the extension request and recommends granting permission to Duke Energy for the intermittent, temporary lane closures on N Smith Rd.

**Recommend** ☒ **Approval** ☐ **Denial by**

*Sara Gomez*



**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: N Smith Rd E Grandview Dr E 10th St  
(Street) (From) (To)  
(930 N Smith Rd) (903 N Smith Rd)

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 12/1/18 To 3/1/19  
≥ 2 weeks? ☒ Yes ☐ No

Start Time: 8 : 00 a.m. / p.m.

End Time: 5 : 00 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: Duke Energy

Contact Person (Printed Name): Brandon Wilson

Contact Email: Brandon.Wilson2@Duke-Energy.com Contact Phone No.: 812-337-3023

Signature: Brandon Wilson Date: 11/1/18

For Office Use Only

Approved By: Dana Palumbo Dept.: BPW Date: 11/27/18  
Approved By: [Signature] Dept.: BPW Date: 11/27/18

Form Updated 2017-01-05



Sale-Shungite.com

Sunoco Gas Station

N Smith Rd

N Smith Rd

N Smith Rd

N Meadowlark Ln

E Post Rd

E Grandview Dr

Grandview Dr

Shamrock Pointe

E McCracken Way

N Smith Rd


N Smith Rd

Dear Board Members

Duke Energy plans to replace a pole line between E Grandview Dr. and E 10<sup>th</sup> St, along the east side of N Smith Rd. This work is for the development of overhead infrastructure to accommodate the new IU Health Hospital. In order to facilitate the project, Duke Energy is requesting a temporary closure of the east lane of N Smith Rd. Duke Energy is requesting a time frame extension for the closure to be from the original end date of 3/1/19 to 4/1/19. This extension is being requested due to weather delays.

Duke Energy will communicate with the City of Bloomington to assure that this restriction and closure information is well communicated.

Respectfully,



Brandon Wilson

Revised  
**2/12/19**



## Board of Public Works Staff Report

---

**Project/Event:** Trades District Amendment 1 Final Plat – East of Rogers

**Petitioner:** Bloomington Redevelopment Commission

**Staff Representative:** Larry Allen, Assistant City Attorney

**Date:** 2/19/2019

---

**Report:** The petitioner is seeking approval of the final plat of the northern half of the Trades District (area bounded by Rogers, 11th Street, alley west of Morton, and 10th Street). The Board of Public Work's (BPW) approval represents the acceptance of public right-of-way. The Plat Committee of the City's Plan Commission approved the plat on December 10, 2018. The City's Redevelopment Commission (RDC) is expected to approve the plat at their February 18, 2019, meeting.

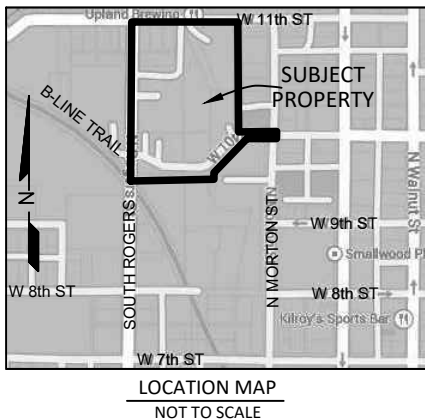
On February 20, 2018 the BPW entered into a Memorandum of Understanding (MOU) with the RDC that provided the RDC authority to manage the construction of public improvements within the rights of way of Trades District. The final public improvements within the Trades District are under contract for completion this spring, and the City desires to market the available lots within the Trades District for development.

---

**Recommendation and Supporting Justification:** Staff recommends that the Board approve the Trades District Final Plat.

**Recommend** ☒ **Approval** ☐ **Denial by** Larry D. Allen

TRADES DISTRICT AMENDMENT 1 FINAL PLAT  
A PART OF THE TRADES DISTRICT FINAL PLAT, A PART OF THE NORTHEAST QUARTER OF  
SECTION 32, AND A PART OF THE NORTHWEST QUARTER OF SECTION 33 ALL IN TOWNSHIP 9  
NORTH, RANGE 1 WEST,  
BLOOMINGTON, INDIANA



RECORDER'S STAMP

AUDITOR'S STAMP

TRADES DISTRICT AMENDMENT 1 FINAL PLAT

A part of the Trades District Final Plat as recorded as Instrument Number 2018005027, a part of the Northeast quarter of Section 32, and a part of the Northwest Quarter of Section 33 all in Township 9 North, Range 1 West, Monroe County, Indiana, being more particularly described as being the Trades District Amendment 1 Final Plat certified by Matthew M. Knoy, LS20800146, February 13, 2019 as Bledsoe Riggert Cooper & James, Inc. job number 8120 as follows:

**BEGINNING** at the Northwest corner of a 12 foot wide alley being 12 feet west of the Northwest Corner of Lot 1 in Hunter Addition to the City of Bloomington; thence along the west line of said alley the following Two (2) courses:

- 1) SOUTH 00 degrees 03 minutes 30 seconds WEST, 336.39 feet; thence
- 2) SOUTH 00 degrees 00 minutes 30 seconds EAST, 201.91 feet; thence leaving said west line, NORTH 89 degrees 26 minutes 12 seconds EAST, 12.00 feet to the north right-of-way line of 10th Street; thence NORTH 89 degrees 27 minutes 30 seconds EAST, along said north right-of-way, 120.94 feet; thence leaving said north right-of-way, SOUTH 00 degrees 47 minutes 52 seconds WEST, 32.18 feet to the south right-of-way line of 10th Street; thence along said south right-of-way the following Seven (7) courses:
  - 1) NORTH 89 degrees 57 minutes 02 seconds WEST, 132.88 feet; thence
  - 2) SOUTH 00 degrees 09 minutes 30 seconds WEST, 9.74 feet; thence
  - 3) SOUTH 81 degrees 13 minutes 31 WEST, 9.97 feet to a non-tangent curve concave to the southeast, having a radius of 20.00 feet, a chord bearing of SOUTH 62 degrees 12 minutes 31 seconds WEST, and a chord length of 13.32 feet; thence
  - 4) southwesterly along said curve 13.58 feet; thence
  - 5) SOUTH 42 degrees 59 minutes 02 seconds WEST, 185.47 feet; thence
  - 6) SOUTH 00 degrees 28 minutes 28 seconds WEST, 29.39 feet; thence
  - 7) SOUTH 88 degrees 49 minutes 52 seconds WEST, 240.79 feet; thence leaving said south right-of-way, SOUTH 88 degrees 49 minutes 52 seconds WEST, 132.96 feet to the east 57.5 foot right-of-way line of North Rogers Street; thence NORTH 00 degrees 33 minutes 32 seconds EAST, along said east right-of-way, 755.17 feet to the south 50 foot right-of-way line of 11th Street; thence leaving said east right-of-way, NORTH 89 degrees 32 minutes 29 seconds EAST, along said south right-of-way line of 11th Street, 515.39 feet to the Point of Beginning, containing 8.69 acres, more or less and subject to all legal rights of way and easements.

**NOTES:**

1. THE INITIAL FIELD WORK PERFORMED MARCH 2014 THROUGH MARCH, 2017.
2. ALL REBAR SET ARE 5/8-INCH WITH YELLOW PLASTIC CAP STAMPED "BRCJ INC 6892IN"
3. BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH ESTABLISHED FROM STATIC GPS OBSERVATIONS DATED SEPTEMBER 13, 2016 AND POST-PROCESSED USING OPUS (NGS ONLINE POSITIONING USER SERVICE). REFERENCE FRAME NAD 83(2011) EPOCH 2010.0000, INDIANA STATE PLANE COORDINATES ZONE 1302 WEST, U.S. SURVEY FEET. THESE COORDINATES DIFFER BY AS MUCH AS 2.0 FEET FROM THE PUBLISHED DATA ESTABLISHED BY THE CITY OF BLOOMINGTON UTILITIES CONTROL MONUMENTATION SURVEY DATED APRIL 30, 1998.
4. THIS PLAT IS NOT COMPLETE WITHOUT THE ASSOCIATED RETRACEMENT BOUNDARY SURVEY REPORT AND REPORT OF SURVEY RECORDED SEPARATELY AS INSTRUMENT NO. 2017003363.
5. ALL EXISTING EASEMENTS MAY NOT BE SHOWN AND THOSE SHOWN MAY NOT BE SHOWN IN THEIR ENTIRETY. REFER TO ALTA/ACSM LAND TITLE SURVEY BY BEN E. BLEDSOE RECORDED IN THE OFFICE OF THE RECORDER AS INSTRUMENT NO. 2017003363 AND BOUNDARY SURVEY BY STEPHEN L. SMITH DATED JANUARY 22, 1999 FOR ADDITIONAL EASEMENT REFERENCES.
6. THE SUBJECT PROPERTIES ARE UNDER CONSTRUCTION AT THE TIME OF THIS PLAT AMENDMENT.

**FLOOD ZONE:**

FEMA HAS NOT DESIGNATED THIS PROPERTY AS A SPECIAL FLOOD HAZARD AREA, PROPERTY IS LOCATED IN FLOOD ZONE X PER FLOOD INSURANCE RATE MAP NO. 18105C0141D EFFECTIVE DECEMBER 17, 2010.

**OWNER/DEVELOPER**

City of Bloomington Redevelopment Commission  
401 West 17th Street  
Bloomington, IN 47404

City of Bloomington Department of Redevelopment  
P.O. Box 100  
Bloomington, IN 47402

Morton Street Properties, LLC  
555 North Morton Street  
Bloomington, IN 47404

**RECORD INFORMATION**

City of Bloomington Redevelopment Commission  
Instrument Number 2011012088

City of Bloomington Department of Redevelopment  
Instrument Number 2018005960

Morton Street Properties, LLC  
Instrument Number 2008012578

**ZONING**

Subject: CD  
Adjoiners: CD

**LEGEND:**

- 5/8" REBAR WITH YELLOW CAP STAMPED "BRCJ INC 6892 IN" SET FLUSH
- MAG NAIL WITH WASHER SET STAMPED "BRCJ INC 6892 IN" SET FLUSH
- ☒ RR SPIKE SET





A PART OF THE TRADES DISTRICT FINAL PLAT, A PART OF THE NORTHEAST QUARTER OF SECTION 32, AND A PART OF THE NORTHWEST QUARTER OF SECTION 33 ALL IN TOWNSHIP 9 NORTH, RANGE 1 WEST, BLOOMINGTON, INDIANA

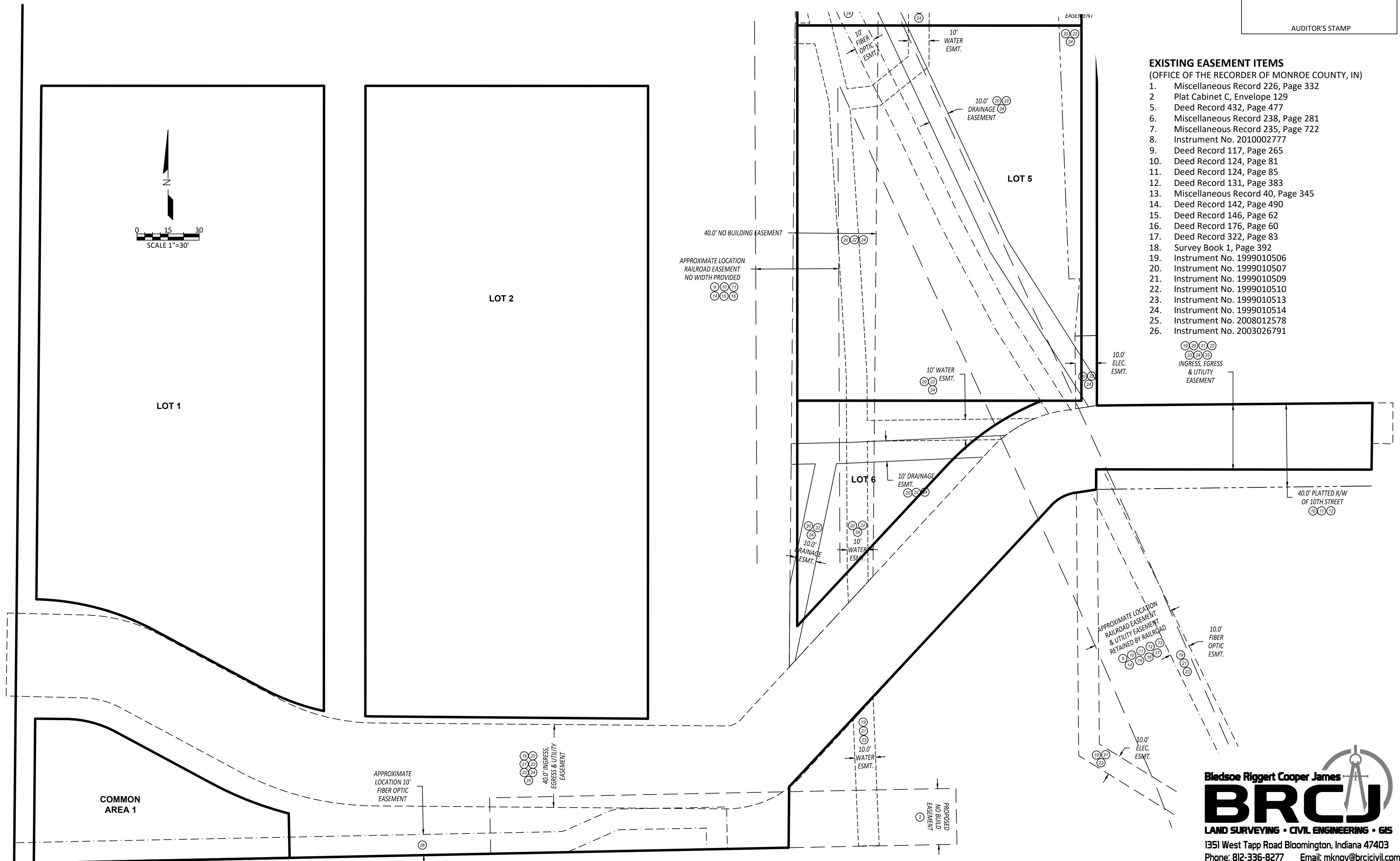
RECORDED'S STAMP

AUDITOR'S STAMP

(OFFICE OF THE RECORDER OF MONROE COUNTY, IN)

1. Miscellaneous Record 226, Page 332
2. Plat Cabinet C, Envelope 129
3. Deed Record 432, Page 477
4. Miscellaneous Record 238, Page 281
5. Miscellaneous Record 235, Page 722
6. Instrument No. 2010002777
7. Deed Record 117, Page 265
8. Deed Record 124, Page 81
9. Deed Record 124, Page 85
10. Deed Record 131, Page 383
11. Miscellaneous Record 40, Page 345
12. Deed Record 142, Page 490
13. Deed Record 146, Page 62
14. Deed Record 176, Page 60
15. Deed Record 322, Page 83
16. Survey Book 1, Page 392
17. Instrument No. 1999010506
18. Instrument No. 1999010507
19. Instrument No. 1999010509
20. Instrument No. 1999010510
21. Instrument No. 1999010513
22. Instrument No. 1999010514
23. Instrument No. 2008012578
24. Instrument No. 2003026791

19 20 21 22  
23 24 25  
INGRESS, EGRESS  
& UTILITY  
EASEMENT



**Bledsoe Riggert Cooper James**

# BRCJ

1351 West Tapp Road Bloomington, Indiana 47403  
Phone: 812-336-8277 Email: [mknoy@brccivil.com](mailto:mknoy@brccivil.com)

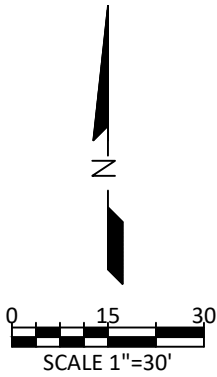
PLAT DATED: FEBRUARY 13, 2019

JOB #8120

TRADES DISTRICT AMENDMENT 1 FINAL PLAT  
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SECTION 32, AND A PART OF THE NORTHWEST QUARTER OF SECTION 33 ALL IN TOWNSHIP 9  
NORTH, RANGE 1 WEST,  
BLOOMINGTON, INDIANA

RECORDER'S STAMP

AUDITOR'S STAMP



LOT 3

LOT 4

APPROXIMATE LOCATION  
RAILROAD EASEMENT  
117/265  
124/81  
124/85  
131/383  
MR 40/345  
142/490  
146/62  
176/60  
UTILITY EASEMENT  
RETAINED BY RAILROAD  
322/83

COMMON AREA 2

STEAM  
LINE  
EASEMENT

LOT 5

10' FIBER  
OPTIC  
ESMT.

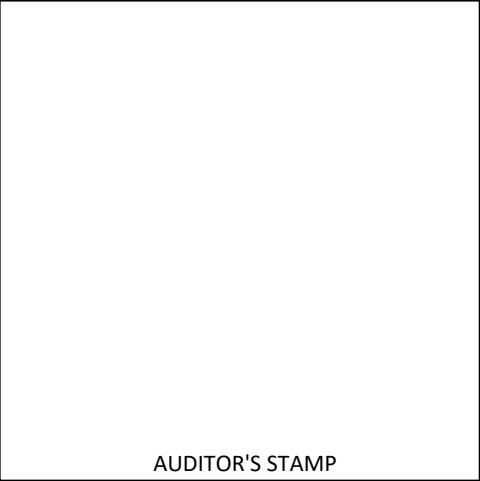
10' WATER  
ESMT.

10.0' DRAINAGE  
EASEMENT

- EXISTING EASEMENT ITEMS**  
(OFFICE OF THE RECORDER OF MONROE COUNTY, IN)
1. Miscellaneous Record 226, Page 332
  2. Plat Cabinet C, Envelope 129
  5. Deed Record 432, Page 477
  6. Miscellaneous Record 238, Page 281
  7. Miscellaneous Record 235, Page 722
  8. Instrument No. 2010002777
  9. Deed Record 117, Page 265
  10. Deed Record 124, Page 81
  11. Deed Record 124, Page 85
  12. Deed Record 131, Page 383
  13. Miscellaneous Record 40, Page 345
  14. Deed Record 142, Page 490
  15. Deed Record 146, Page 62
  16. Deed Record 176, Page 60
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  21. Instrument No. 1999010509
  22. Instrument No. 1999010510
  23. Instrument No. 1999010513
  24. Instrument No. 1999010514
  25. Instrument No. 2008012578
  26. Instrument No. 2003026791

**Bledsoe Riggert Cooper James**  
**BRCJ**  
LAND SURVEYING • CIVIL ENGINEERING • GIS  
1351 West Tapp Road Bloomington, Indiana 47403  
Phone: 812-336-8277 Email: mknoy@brcjcivil.com

TRADES DISTRICT AMENDMENT 1 FINAL PLAT  
A PART OF THE TRADES DISTRICT FINAL PLAT, A PART OF THE NORTHEAST QUARTER OF  
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NORTH, RANGE 1 WEST,  
BLOOMINGTON, INDIANA



OWNER CERTIFICATION

The undersigned, City of Bloomington Redevelopment Commission, Morton Street Properties, LLC, and City of Bloomington Department of Redevelopment, being the owners of the described real estate herein, do hereby layoff and plat the same into six lots and two common areas in accordance with the plat and certificate.

All additional road rights-of-way shown and not previously dedicated are hereby dedicated to public use.

This plat shall be known and designated as Trades District Amendment 1 Final Plat.

In Witness Whereof, the City of Bloomington Redevelopment Commission, Morton Street Properties, LLC, and City of Bloomington Department of Redevelopment,, have executed this instrument and caused their names to be subscribed thereto, this \_\_\_\_day of \_\_\_\_\_, 2019.

City of Bloomington Redevelopment Commission

By \_\_\_\_\_

Morton Street Properties, LLC

By \_\_\_\_\_

STATE OF INDIANA, COUNTY OF MONROE

Before me, a Notary Public for said County and State, \_\_\_\_\_, personally appeared and acknowledged the execution of this instrument this \_\_\_\_day of \_\_\_\_\_, 2019.

Notary

Notary Signature

My commission expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

PLAN COMMISSION AND BOARD OF PUBLIC WORKS

Under the authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana and ordinance adopted by the Common Council of the City of Bloomington, Indiana, this plat was given approval by the City of Bloomington as follows:

APPROVED BY THE CITY AT MEETING HELD: \_\_\_\_\_, 2018

APPROVED BY THE CITY BOARD OF PUBLIC WORKS AT A MEETING HELD: \_\_\_\_\_, 2019

Director Planning & Transportation Department

Chair of Plat Committee

President of Board of Public Works

Member of Board of Public Works

Member of Board of Public Works

REPORT OF SURVEY

In accordance with **Title 865, 1-12-1 through 1-12-30** of the **Indiana Administrative Code**, the following observations and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established on this survey as a result of:

- (a) Reference monuments of record
- (b) Title documents of record
- (c) Evidence of active lines of occupation
- (d) Relative Positional Accuracy "RPA"

**The Relative Positional Accuracy "RPA"** (due to random errors in measurement) of this survey is within that allowable for a urban survey (0.07 feet plus 50 ppm) as defined IAC, Title 865 ("Relative Positional Accuracy" means the value expressed in feet or meters that represents the uncertainty due to random errors in measurements in the location of any point on a survey relative to any other point on the same survey at the 95 percent confidence level.")

In regard to **"ACTIVE LINES OF OCCUPATION"**, point (c) above: ACTIVE refers to lines which are marked by visible, obvious, well defined and maintained, man-made or placed objects, such as, but not limited to, fences, hedges and retaining walls. The uncertainty cited for a line of occupation is general in nature and is NOT intended to be specific for every point along the line. Therefore portions of the occupation line may vary from the surveyed line by a distance greater or less than uncertainty cited in this report.

This survey is a retracement and original survey. This survey was performed at the request of the City of Bloomington Redevelopment Commission and Anderson+Bohlander, LLC to divide the subject parcels for future development. This survey is not complete without the Report of Survey associated with survey #1, #4, and #5. Survey #4, #5, and this survey were performed as one effort but recorded at different stages of the project.

The properties are currently in the name of the City of Bloomington Redevelopment Commission (Instrument Number 2011012088), Morton Street Properties, LLC (Instrument Number 2008012578), and the City of Bloomington Department of Redevelopment (Instrument Number 2018005960).

The initial field work was completed March of 2017.

MONUMENTS FOUND:

See survey #1, #2, #3, #4, and #5 for monuments. Monuments in survey #1 along with monuments shown along the north and south lines of 10th Street were accepted as the best evidence of property lines and existing right-of-way.

SURVEYS CONSULTED:

1. ALTA/ACSM Land Title Survey by Ben E. Bledsoe of Bledsoe Riggert Guerrettaz, Inc.; dated August 10, 2011; recorded in the Office of the Recorder of Monroe County, Indiana as Instrument No. 2017003363.
2. Topographic and ALTA/ACSM Land Title by Rachel A. Oser of Bledsoe Riggert Guerrettaz, Inc.; dated October 23,2014; recorded in the Office of the Recorder of Monroe County, Indiana as Instrument No. 2015004424.
3. Boundary Survey by Stephen L. Smith of Smith Neubecker & Associates, Inc.; dated January 22, 1999.
4. Plat of Survey by Matthew M. Knoy of Bledsoe Riggert Cooper James, Inc.; dated March 12, 2018; recorded in the Office of the Recorder of Monroe County, Indiana as Instrument No. 2018002819.
5. Trades District Final Plat by Matthew of Bledsoe Riggert Cooper James, Inc.; dated March 28, 2018; recorded in the Office of the Recorder of Monroe County, Indiana as Instrument No. 2018005027.

DEED ANALYSIS:

There is a possible deed overlap of as much as 0.6' along the western line of Instrument #2008012578 south of 10th Street. When accepting monuments #41, #44, and #60 as being on the south line of the Morton Street Properties, LLC parcel (see survey #4); the established southern right-of-way of 10th Street is 0.2' to 1.2' north of the record deed calls from Instrument #2008012578. There is no deed gap along the established southern right-of-way since the record deed calls to right-of-way.

ESTABLISHMENT OF LINES AND CORNERS:

The new perimeter boundary line was based on the Report of Survey included in surveys #1, #2, #3, #4, and #5. The right-of-way of 10th Street was established using a best fit of found monuments, survey #3, and Instrument #2008012578. The west line of Instrument #2008012578 was established using the the east line created by survey #1. The east and west lines of the north-south 12' alley was established at a record 12' width from the alley per survey #1. The new parcels and street right-of-way were established at the direction of the owner(s).

As a result of the above observations, it is my opinion that the uncertainties in the location of the lines and corners established on this survey are as follows: as noted in surveys #1, #2, #3, #4, and #5.

Due to *Availability and condition of reference monuments*; as noted in surveys #1, #2, #3, #4, and #5.

Due to *Occupation or possession lines*; as shown.

Due to *Clarity or ambiguity of the record description used and of adjoining's descriptions and the relationship of the lines of the subject tract with adjoining's lines*; as noted in surveys #1, #2, #3, #4, and #5.

SURVEYOR'S CERTIFICATION

This survey was executed according to survey requirements contained in Section 1 through 19 of 865 IAC 1-12.


This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose.

Evidence of easements have not been located in the field. All existing easements may not be shown and those shown may not be shown in their entirety on this survey drawing.

Subject to the above reservation, I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

"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."

Certified February 13, 2019

  
Matthew M. Knoy  
Professional Surveyor No. LS20800146  
State of Indiana





## Board of Public Works Staff Report

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**Project/Event:** Trades District Western Plat Phase One  
**Petitioner:** Bloomington Redevelopment Commission  
**Staff Representative:** Larry Allen, Assistant City Attorney  
**Date:** 2/19/2019

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**Report:** The petitioner is seeking approval of the final plat of the northwestern portion of the Trades District (area bounded by Rogers, 11th Street, the B-Line trail, and Bender Lumber's property to the West). The Board of Public Work's (BPW) approval represents the acceptance of public right-of-way. The Plat Committee of the City's Plan Commission approved the plat on December 10, 2018. The City's Redevelopment Commission (RDC) is expected to approve the plat at their February 18, 2019, meeting.

This plat combined lots to the north of the property while leaving intact the original alley right of way. The City hopes to market the available lot in this plat currently owned by the RDC for future development.

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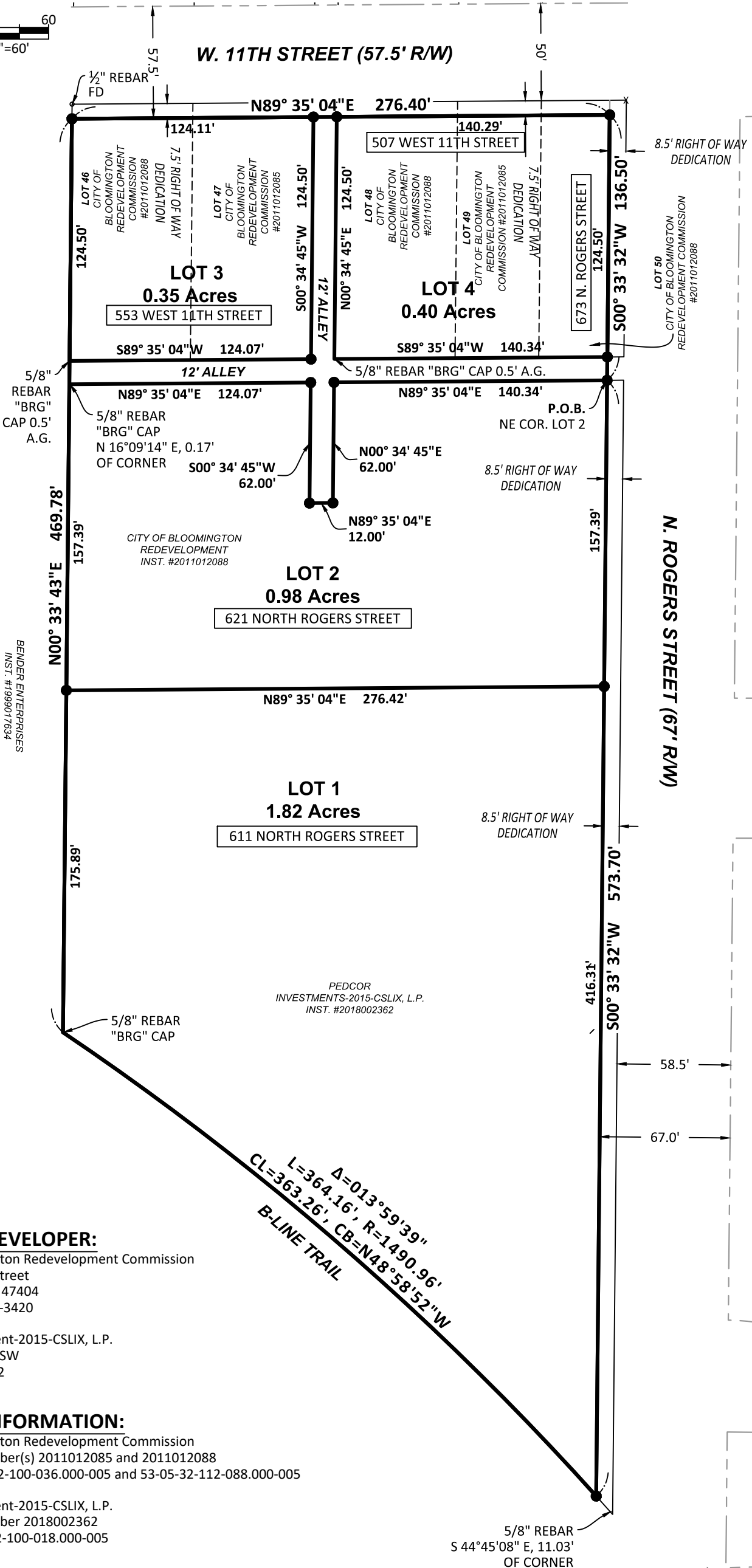
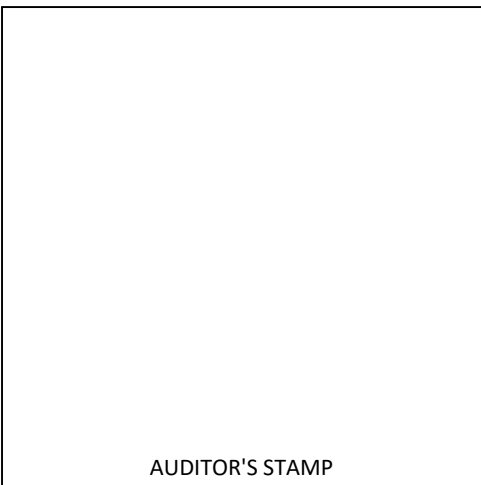
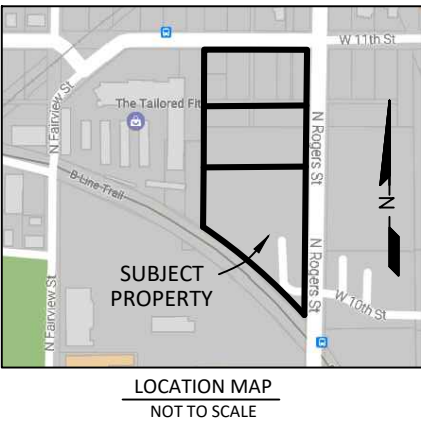
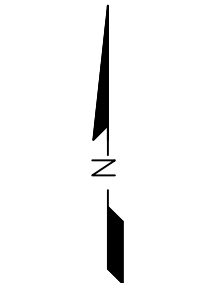
**Recommendation and Supporting Justification:** Staff recommends that the Board approve the Trades District Final Plat.

**Recommend** ☒ **Approval** ☐ **Denial by** Larry D. Allen



# TRADES DISTRICT WEST PHASE ONE SUBDIVISION-AMENDMENT PLAT

A PART OF THE TRADES DISTRICT WEST PHASE ONE SUBDIVISION -  
FINAL PLAT AND A PART OF MAPLE HEIGHTS SECOND ADDITION TO  
THE CITY OF BLOOMINGTON ALL IN THE EAST HALF OF SECTION 32  
TOWNSHIP 9 NORTH, RANGE 1 WEST, BLOOMINGTON, INDIANA



## OWNER CERTIFICATION

The undersigned, City of Bloomington Redevelopment Commission and Pedcor Investment-2015-CSLIX, L.P., being the owners of the described real estate herein, do hereby layoff and plat the same into four lots in accordance with the plat and certificate.

All additional road rights-of-way shown and not previously dedicated are hereby dedicated to public use.

This plat shall be known and designated as Trades District West Phase One Subdivision-Amendment Plat.

In Witness Whereof, the City of Bloomington Redevelopment Commission and Pedcor Investment-2015-CSLIX, L.P., have executed this instrument and caused their names to be subscribed thereto, this \_\_\_\_day of \_\_\_\_\_, 2019.

City of Bloomington Redevelopment Commission

By \_\_\_\_\_

Pedcor Investment-2015-CSLIX, L.P

By \_\_\_\_\_

## STATE OF INDIANA, COUNTY OF MONROE

Before me, a Notary Public for said County and State, \_\_\_\_\_, personally appeared and acknowledged the execution of this instrument this \_\_\_\_day of \_\_\_\_\_, 2019.

Notary

Notary Signature

My commission expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

## PLAN COMMISSION AND BOARD OF PUBLIC WORKS

Under the authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana and ordinance adopted by the Common Council of the City of Bloomington, Indiana, this plat was given approval by the City of Bloomington as follows:

APPROVED BY THE CITY AT MEETING HELD: \_\_\_\_\_, 2018

APPROVED BY THE CITY BOARD OF PUBLIC WORKS AT A MEETING HELD: \_\_\_\_\_, 2019

Director Planning & Transportation Department

Chair of Plat Committee

President of Board of Public Works

Member of Board of Public Works

Member of Board of Public Works

## SUBDIVISION DESCRIPTION

A part of the Trades District West Phase One Subdivision - Final Plat as recorded as Instrument Number 2017007383 in the Office of the Recorder of Monroe County, Indiana and a part of Maple Heights Second Addition to the City of Bloomington as recorded in Plat Book 21, Page 10, more particularly described as being the Trades District West Phase One Subdivision-Amendment Plat certified by Matthew M. Knoy, LS20800146, on February 12, 2019 as Bledsoe Riggert Cooper & James, Inc. job number 9371 as follows:

**BEGINNING** at the Northeast corner of Lot 2 of said Trades District West Phase One Subdivision - Final Plat; thence SOUTH 00 degrees 33 minutes 32 seconds WEST, along the west 67 foot right-of-way line of North Rogers Street, 573.70 feet to the north right-of-way line of the CSX Railroad Corridor, said point being on a non-tangent curve concave southwesterly, having a chord bearing of NORTH 48 degrees 58 minutes 52 seconds WEST, a chord length of 363.26 feet, and a radius of 1490.96 feet; thence leaving said west right-of-way line, northwesterly along said north right-of-way line and curve 364.16 feet; thence leaving said north right-of-way line, NORTH 00 degrees 33 minutes 43 seconds EAST, 469.78 feet to the south 57.5 foot right-of-way line of West 11th Street; thence NORTH 89 degrees 35 minutes 04 seconds EAST, along said south right-of-way line, 276.40 feet to the west 67 foot right-of-way line of North Rogers Street; thence leaving said south right-of-way line, SOUTH 00 degrees 33 minutes 32 seconds WEST, along said west right-of-way line, 136.50 feet to the point of beginning and containing 3.68 acres, more or less.

## NOTES

1. THE INITIAL FIELD WORK PERFORMED MARCH 2014 THROUGH OCTOBER, 2016.
2. ALL REBAR SET ARE 5/8-INCH WITH YELLOW PLASTIC CAP STAMPED "BR CJ INC 6892IN".
3. BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH ESTABLISHED FROM STATIC GPS OBSERVATIONS DATED SEPTEMBER 13, 2016 AND POST-PROCESSED USING OPUS (NGS ONLINE POSITIONING USER SERVICE). REFERENCE FRAME NAD 83(2011) EPOCH 2010.0000, INDIANA STATE PLANE COORDINATES ZONE 1302 WEST, U.S. SURVEY FEET. THESE COORDINATES DIFFER BY AS MUCH AS 2.0 FEET FROM THE PUBLISHED DATA ESTABLISHED BY THE CITY OF BLOOMINGTON UTILITIES CONTROL MONUMENTATION SURVEY DATED APRIL 30, 1998.
4. THIS PLAT IS NOT COMPLETE WITHOUT THE ASSOCIATED RETRACEMENT BOUNDARY SURVEY AND REPORT OF SURVEY RECORDED SEPARATELY AS INSTRUMENT NO. 2017003363 AND THE TRADES DISTRICT WEST PHASE ONE SUBDIVISION - FINAL PLAT AS INSTRUMENT NO. 2017007383.

## FEMA

FEMA HAS NOT DESIGNATED THIS PROPERTY AS A SPECIAL FLOOD HAZARD AREA, PROPERTY IS LOCATED IN FLOOD ZONE X PER FLOOD INSURANCE RATE MAP NO. 18105C0141D EFFECTIVE DECEMBER 17, 2010.

## REPORT OF SURVEY

A report of survey was included with the retracement boundary survey of the subject property by Ben E. Bledsoe of Bledsoe Riggert Guerrettaz, Inc., dated August 10, 2011 and recorded in the Office of the Recorder as Instrument No. 2017003363. The purpose of this subdivision is to amend the Trades District West Phase One Subdivision - Final Plat (Instrument No. 2017007383), dedicate additional right-of-way, and create Lot 3 and Lot 4 as directed by the property owner(s).

## SURVEYOR'S CERTIFICATION

This survey was executed according to survey requirements contained in Section 1 through 19 of 865 IAC 1-12.

This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose.

Evidence of easements have not been located in the field and are not shown on this survey drawing.

Subject to the above reservation, I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

"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."

Certified February 12, 2019

Matthew M. Knoy  
Matthew M. Knoy  
Professional Surveyor No. LS20800146  
State of Indiana



## LEGEND:

- 5/8" REBAR WITH YELLOW CAP STAMPED "BR CJ INC 6892 IN" SET FLUSH

## OWNER/DEVELOPER:

City of Bloomington Redevelopment Commission  
401 West 17th Street  
Bloomington, IN 47404  
Phone: 812-349-3420

Pedcor Investment-2015-CSLIX, L.P.  
770 3rd Avenue SW  
Carmel, IN 46032

## RECORD INFORMATION:

City of Bloomington Redevelopment Commission  
Instrument Number(s) 2011012085 and 2011012088  
Parcels: 53-05-32-100-036.000-005 and 53-05-32-112-088.000-005

Pedcor Investment-2015-CSLIX, L.P.  
Instrument Number 2018002362  
Parcel: 53-05-32-100-018.000-005

## ZONING:

Subject: CD  
Adjoiners: CD





## Board of Public Works Staff Report

**Project/Event:** Change Order #1 for Stair Tread Replacement at Fire Station  
#1

**Petitioner/Representative:** Bloomington Fire Department

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

**Meeting Date:** February 19, 2019

This change order is to correct an error that occurred when the contract was quoted and approved. The vendor, Owen Valley Flooring, actually quoted on one of the two stairwells in the station. One stairwell is 3 stories, which was quoted, and the other stairwell is 4 stories. Upon discovering the error, the City agreed to cover the material for the second stairwell and the contractor agreed to forego the labor costs for that stairwell. The total cost of the project would thus become \$10,983.87. Owen Valley Flooring's total price is still the lowest of prices obtained through the quoting process.

The three quoted prices now stand as follows:

Carpets Plus Colortile	\$16,450.00
Wylies Floor Covering	\$12,687.51
Owen Valley Flooring	\$10,983.87

Staff recommends approving the Change Order #1 to Owen Valley Flooring for \$5,028.73.

Respectfully submitted,

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

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



## Department of Public Works Change Order

Date: 2/19/19

Project Location: Fire Station #1, 300 E. 4<sup>th</sup> St., Bloomington, IN

Change Order Number: Change Order Number #1

Contractor will add forty nine (49) stair treads, and material and labor to install them to the original total of thirty two (32). For an additional cost of Five Thousand Twenty Eight Dollars and Seventy Three Cents (\$5,028.73).

Original contract amount \$ 5,955.14

Change Order #1 amount \$ 5,028.73

Revised Contract amount \$ 10,983.87

We hereby agree to the above as an additional project cost to be added to the original scope of work.

Owen Valley Flooring:

David Henk  
Printed Name of Representative

[Signature]  
Signature

2/13/19  
Date

Bloomington Board of Public Works:

Kyla Cox Deckard, President

                      
Date

Beth H. Hollingsworth, Vice President

Dana Palazzo, Member

Philippa M. Guthrie,  
Corporation Counsel

                      
Date

**AGREEMENT**  
**BETWEEN**  
**CITY OF BLOOMINGTON**  
**PUBLIC WORKS DEPARTMENT**  
**AND**  
**OWEN VALLEY FLOORING**

**FOR**

**REPLACEMENT OF STAIR TREADS AT FIRE STATION #1**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Owen Valley Flooring, (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Replacement of stair treads at Fire Station #1 enclosure**, (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 180 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 Five Thousand, Nine Hundred Fifty-Five Dollars and Fourteen Cents (\$5,955.14). 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)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	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	Owen Valley Flooring
Attn: J.D. Boruff, Facilities Director	Attn: David Henk
P.O. Box 100	2237 SR 67
Bloomington, Indiana 47402	Spencer, Indiana 47468

**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: January 12, 2019

City of Bloomington  
Bloomington Board of Public Works

Owen Valley Flooring

BY:

Kyla Cox Deckard

Kyla Cox Deckard, President

Beth H. Hollingsworth

Beth H. Hollingsworth, Member

Dana Palazzo

Dana Palazzo, Member

BY:

[Signature]

Contractor Representative

David Henk

Printed Name

VP

Title of Contractor Representative

\* insurance may not be in compliance  
as we were not notified

John Hamilton, Mayor of Bloomington

CITY OF BLOOMINGTON  
Controller

Reviewed by:

[Signature]

DATE: 1-18-19

FUND/ACCT: 101-05 57610

CITY OF BLOOMINGTON

Legal Department

Reviewed By:

Jakie Moore

DATE: 1.18.19

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: January 11, 2019

City of Bloomington  
Bloomington Board of Public Works

Owen Valley Flooring

BY:

Kyla Cox Deckard

Kyla Cox Deckard, President

Beth H. Hollingsworth

Beth H. Hollingsworth, Member

Dana Palazzo

Dana Palazzo, Member

Philip M. Guthrie

John Hamilton, Mayor of Bloomington

BY:

Contractor Representative

Printed Name

Title of Contractor Representative

<b>CITY OF BLOOMINGTON</b>
Legal Department
Reviewed By: <u>Jackie Moore</u>
DATE: <u>1.18.19</u>

CITY OF BLOOMINGTON  
Controller  
Reviewed by: [Signature]  
DATE: 1-18-19  
FUND/ACCT: 101-0553610

## ATTACHMENT 'A'

### "SCOPE OF WORK"

#### REPLACEMENT OF STAIR TREADS AT FIRE STATION #2

This project shall include, but is not limited to, the following SCOPE OF WORK:

Owen Valley Flooring will provide all necessary labor and materials to complete the following:

1. Remove existing stair treads and clean surface.
2. Install 92 new floor treads, 6 rubber tiles, 6 linear feet of vinyl trim, 108 linear feet of 6" cove base, and 48 linear feet of 4 1/2" cove base.
3. Thoroughly clean work area upon completion of work.

*addendum to include balance*

# 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

Printed Name

Date: \_\_\_\_\_, 20\_\_\_\_

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Monroe )

Before me, a Notary Public in and for said County and State, personally appeared David Henk and acknowledged the execution of the foregoing this 29th day of January, 2019.

My Commission Expires: Sept 13, 2024 Bernice Snyder  
Signature of Notary Public

County of Residence: Monroe Bernice Snyder  
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 Monroe )

E-VERIFY AFFIDAVIT

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

1. The undersigned is the UP of Owen Valley Flooring, Inc  
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

David Henk

Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF Monroe )

Before me, a Notary Public In and for said County and State, personally appeared David Henk and acknowledged the execution of the foregoing this 29<sup>th</sup> day of January, 2019.

My Commission Expires: September 13, 2024

Berniece Snyder  
Notary Public's Signature

County of Residence: Monroe

Berniece Snyder  
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 29 day of Jan, 2019.

Owen Valley Flooring, Inc  
(Name of Organization)

By: [Signature]

David Hent. VP  
(Name and Title of Person Signing)

STATE OF INDIANA )  
) SS:  
COUNTY OF Monroe )

Subscribed and sworn to before me this 29<sup>th</sup> day of January, 2019.

My Commission Expires: Sept 13, 2024 Bernice Snyder  
Notary Public Signature

Resident of Monroe County Bernice Snyder  
Printed Name



## Board of Public Works Staff Report

**Project/Event:** Contract with B & L Sheet Metal and Roofing for Repair and Sealing Services

**Petitioner/Representative:** Public Works Facilities Division

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

**Meeting Date:** February 19, 2019

This contract is for repair and sealing of roofing, windows, doors, walls, and guttering at all City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to B & L Sheet Metal and Roofing not to exceed \$25,000.00.

Respectfully submitted,

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND  
B & L SHEET METAL AND ROOFING**

This Agreement, entered into on this 19th day of February, 2019, by and between the City of Bloomington Department of Public Works (the "Department"), and B & L Sheet Metal and Roofing ("Contractor").

**Article 1. Scope of Services** Contractor shall perform repair and maintenance services of the following types: Repair of shingled, metal, and membrane roofs. Waterproofing and sealing of doors, windows, and various types of walls. Repair of guttering and downspouts. These services will be performed at City facilities ("Services") for a set price of Eighty-Five Dollars (\$85.00) per person, per hour Monday-Friday 7:00 am – 5:00 pm. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of One Hundred Ten Dollars (\$110.00) per person, per hour. It is understood that the Contractor will send a minimum of two (2) employees for all roofing service work. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 31<sup>st</sup>, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. 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 J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, 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 other purpose without the written permission of the Department.

**Article 2. Standard of Care** Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The Department shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

**Article 3. Responsibilities of the Department** The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as 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's Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

**Article 5. 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.

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

**Article 7. Termination** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. 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 up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

**Article 8. Identity of the Contractor** Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Ownership of Documents and Intellectual Property** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

**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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

**Article 11. Indemnification** Contractor shall defend, 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 the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

**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; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. 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 insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's 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 this 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 under this Agreement. 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. 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 parties.

**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** 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 all regards, including, but not limited to, 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. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over 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.

**Article 21. E-Verify** 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 A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**Article 22. Notices** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

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

**Contractor:** B & L Sheet Metal and Roofing, 1301 N. Monroe St., Bloomington Indiana 47404.

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

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

**Article 24. 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 sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

**Article 25: Renewal** This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

**CITY OF BLOOMINGTON**

**B & L SHEET METAL AND ROOFING**

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Philippa M. Guthrie, Corporation Counsel

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David Lee, Owner

**CITY OF BLOOMINGTON PUBLIC WORKS**

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Adam Wason, Director

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Kyla Cox Deckard, President, Board of Public Works

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_)

## EXHIBIT B

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

# 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 \_\_\_\_\_, 2019.

## B & L Sheet Metal & Roofing

By: \_\_\_\_\_

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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public's Signature

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

County of Residence: \_\_\_\_\_



## Board of Public Works Staff Report

**Project/Event:** Service Contract with Harrell-Fish, Inc. for HVAC Repair and Maintenance Services

**Petitioner/Representative:** Public Works Facilities Division

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

**Meeting Date:** February 19, 2019

This contract is for repair and maintenance of HVAC systems at all City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to Harrell-Fish, Inc. not to exceed \$145,000.00.

Respectfully submitted,

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND  
HARRELL-FISH, INC.**

This Agreement, entered into on this 19<sup>th</sup> day of February, 2019, by and between the City of Bloomington Department of Public Works (the “Department”), and Harrell-Fish, Inc. (“Contractor”).

**Article 1. Scope of Services** Contractor shall perform repair and preventative maintenance services on HVAC systems and equipment at all facilities maintained by the Department. These services will be performed at City facilities (“Services”) for a set price of Seventy-Eight Dollars (\$78.00) per hour, per person during the hours of Monday-Friday 7:00 am – 3:30 pm. Any work performed Monday-Friday 3:30 pm to 7:00 am, and on Saturdays, will have a set price of Ninety-Three Dollars (\$93.00) per, per person. Any work performed on Sundays, or on a recognized holiday, will be performed at the rate of One Hundred Fourteen Dollars (\$114.00) per hour, per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 31<sup>st</sup>, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. 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 J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, 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 other purpose without the written permission of the Department.

**Article 2. Standard of Care** Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

**Article 3. Responsibilities of the Department** The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as 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’s Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed One Hundred Forty-Five Thousand Dollars (\$145,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

**Article 5. 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.



**Article 6. Schedule** Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

**Article 7. Termination** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. 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 up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

**Article 8. Identity of the Contractor** Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Ownership of Documents and Intellectual Property** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

**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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

**Article 11. Indemnification** Contractor shall defend, 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 the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

**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; and d) Professional Liability Insurance ("Errors and

Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate. 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 insureds under the General Liability, Automobile, and Worker’s Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City’s 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 this 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 under this Agreement. 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. 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 parties.

**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** 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 all regards, including, but not limited to, 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. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over 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.

**Article 21. E-Verify** 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 A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**Article 22. Notices** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

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

**Contractor:** Harrell-Fish, Inc., P.O. Box 1998., Bloomington Indiana 47402.

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

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

**Article 24. 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 sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

**Article 25: Renewal** This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

**CITY OF BLOOMINGTON**

**Harrell-Fish, Inc.**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Steve Dawson, President

**CITY OF BLOOMINGTON PUBLIC WORKS**

\_\_\_\_\_  
Adam Wason, Director

\_\_\_\_\_  
Kyla Cox Deckard, President, Board of Public Works

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_)

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_)

## EXHIBIT B

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

# 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 \_\_\_\_\_, 2019.

**Harrell-Fish, Inc.**

By: \_\_\_\_\_

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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public's Signature

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

County of Residence: \_\_\_\_\_



## Board of Public Works Staff Report

**Project/Event:** Service Contract with Harrell-Fish, Inc. for Plumbing Repair and Inspection Services

**Petitioner/Representative:** Public Works Facilities Division

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

**Meeting Date:** February 19, 2019

This contract is for repair and inspection of plumbing systems at all City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to Harrell-Fish, Inc. not to exceed \$60,000.00.

Respectfully submitted,

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



**AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND  
HARRELL-FISH, INC.**

This Agreement, entered into on this 19<sup>th</sup> day of February, 2019, by and between the City of Bloomington Department of Public Works (the “Department”), and Harrell-Fish, Inc. (“Contractor”).

**Article 1. Scope of Services** Contractor shall perform repair and inspection services on plumbing systems at all facilities maintained by the Department. These services will be performed at City facilities (“Services”) for a set price of Seventy-Eight Dollars (\$78.00) per hour, per person during the hours of Monday-Friday 7:00 am – 3:30 pm. Any work performed Monday-Friday 3:30 pm to 7:00 am, and on Saturdays, will have a set price of Ninety-Three Dollars (\$93.00) per, per person. Any work performed on Sundays, or on a recognized holiday, will be performed at the rate of One Hundred Fourteen Dollars (\$114.00) per hour, per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 31<sup>st</sup>, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. 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 J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, 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 other purpose without the written permission of the Department.

**Article 2. Standard of Care** Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

**Article 3. Responsibilities of the Department** The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as 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’s Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Sixty Thousand Dollars (\$60,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

**Article 5. 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.

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

**Article 7. Termination** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. 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 up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

**Article 8. Identity of the Contractor** Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Ownership of Documents and Intellectual Property** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

**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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

**Article 11. Indemnification** Contractor shall defend, 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 the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

**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; and d) Professional Liability Insurance ("Errors and

Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate. 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 insureds under the General Liability, Automobile, and Worker’s Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City’s 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 this 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 under this Agreement. 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. 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 parties.

**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** 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 all regards, including, but not limited to, 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. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over 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.

**Article 21. E-Verify** 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 A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**Article 22. Notices** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

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

**Contractor:** Harrell-Fish, Inc., P.O. Box 1998., Bloomington Indiana 47402.

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

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

**Article 24. 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 sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

**Article 25: Renewal** This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

**CITY OF BLOOMINGTON**

**Harrell-Fish, Inc.**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Steve Dawson, President

**CITY OF BLOOMINGTON PUBLIC WORKS**

\_\_\_\_\_  
Adam Wason, Director

\_\_\_\_\_  
Kyla Cox Deckard, President, Board of Public Works

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_)

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_)

Printed Name of Notary Public \_\_\_\_\_ County of Residence: \_\_\_\_\_

## EXHIBIT B

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

# 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 \_\_\_\_\_, 2019.

**Harrell-Fish, Inc.**

By: \_\_\_\_\_

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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public's Signature

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

County of Residence: \_\_\_\_\_



## Board of Public Works Staff Report

**Project/Event:** Service Contract with Indiana Door & Hardware Specialties, Inc. for Locksmithing services and installation and repair of doors and door hardware.

**Petitioner/Representative:** Public Works Facilities Division

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

**Meeting Date:** February 19, 2019

This contract is for locksmithing services and installation and repair of doors and door hardware at all City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to Indiana Door & Hardware Specialties Inc. not to exceed \$7,500.00.

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  
INDIANA DOOR & HARDWARE SPECIALTIES, INC.**

This Agreement, entered into on this 19<sup>th</sup> day of February, 2019, by and between the City of Bloomington Department of Public Works (the “Department”), and Indiana Door & Hardware Specialties, Inc. (“Contractor”).

**Article 1. Scope of Services** Contractor shall perform repair and maintenance services of the following types: Locksmithing, door installation and repair, and door hardware installation and repair. These services will be performed at City facilities (“Services”) for a set price of Seventy Five Dollars (\$75.00) per hour, per person for the first hour of each visit, then Sixty Dollars (\$60.00) for each additional hour during normal business hours. Normal business hours for Contractor are Monday-Friday 7:30 am - 4:00 pm. Any work performed outside normal business hours, including evenings, weekends, and holidays, will be performed at the rate of Ninety Dollars (\$90.00) per hour, per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 31<sup>st</sup>, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. 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 J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, 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 other purpose without the written permission of the Department.

**Article 2. Standard of Care** Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

**Article 3. Responsibilities of the Department** The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as 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’s Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

**Article 5. 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.

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

**Article 7. Termination** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. 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 up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

**Article 8. Identity of the Contractor** Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Ownership of Documents and Intellectual Property** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

**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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

**Article 11. Indemnification** Contractor shall defend, 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 the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

**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; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. 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 insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's 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 this 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 under this Agreement. 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. 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 parties.

**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** 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 all regards, including, but not limited to, 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. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over 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.

**Article 21. E-Verify** 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 A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**Article 22. Notices** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

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

**Contractor:** Indiana Door & Hardware Specialties, Inc., Attn: Troy Baker, 1800 W. 17th St., Bloomington Indiana 47404.

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

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

**Article 24. 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 sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

**Article 25: Renewal** This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

**CITY OF BLOOMINGTON**

**INDIANA DOOR & HARDWARE SPECIALTIES, INC.**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Troy Baker, Vice-President

**CITY OF BLOOMINGTON PUBLIC WORKS**

\_\_\_\_\_  
Adam Wason, Director

\_\_\_\_\_  
Kyla Cox Deckard, President, Board of Public Works

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_)

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_)

## EXHIBIT B

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

# 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 \_\_\_\_\_, 2019.

By: \_\_\_\_\_

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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public's Signature

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

County of Residence: \_\_\_\_\_

## REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
2/15/2019	Payroll				422,187.83
					<u>422,187.83</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 \$ 422,187.83

Dated this 19th day of February year of 2019.

\_\_\_\_\_  
Kyla Cox Deckard President

\_\_\_\_\_  
Beth H. Hollingsworth Vice President

\_\_\_\_\_  
Dana Palazzo Secretary

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

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**Project/Event:** Request from Crider and Crider for temporary road closure on N Range Rd between E 10th St and State Rd 46

**Staff Representative:** Sara Gomez

**Petitioner/Representative:** Bill Williams

**Date:** February 19<sup>th</sup>, 2019

---

**Report:** Crider and Crider is requesting a temporary road closure on N Range Rd between E 10<sup>th</sup> St St and State Rd 46. The request is to facilitate sanitary sewer infrastructure updates for City of Bloomington Utilities that will serve the new IU Health Bloomington Hospital. The closure would begin February 25<sup>th</sup>, 2019 and end March 29<sup>th</sup>, 2019.

Crider and Crider has supplied maintenance of traffic plans for all work. They have also coordinated with adjacent property owners regarding access to their property.

**Recommendation and Supporting Justification:** Staff has reviewed the request and recommends granting permission to Crider and Crider for the temporary road closure on N Range Rd.

**Recommend** ☒ **Approval** ☐ **Denial by**

*Sara Gomez*

## City of Bloomington Emergency Purchase Justification Form

Emergency Purchase is a purchase which has been determined by the Department Head, and approved by the Controller, to be an emergency, and would cause immediate danger to health, safety or welfare, or other substantial loss to the City if not procured. This is a Special Purchasing Method as established by Indiana State Code 5-22-10, and does not require formal quotes, bids, or proposals.

### PURCHASE INFORMATION

1. State the reason for the emergency purchase by explaining what the emergency is and what caused the emergency situation:

The severe weather events combined with extreme temperature swings has damaged the pavement surface of City streets resulting in an overwhelming amount of potholes and pavement distresses.

2. State the facts that lead to the conclusion that financial or operational damage or risk of damage will occur if needs are not satisfied immediately (do not simply say that there will be damage or risk of damage):

Due to the high volume of potholes, the City of Bloomington is expediting pavement maintenance efforts by contracting with Crider & Crider, Inc.

3. State why the needs were not or could not be anticipated so that goods or services could not have been purchased following standard procedures:

Extreme temperature swings and recent flooding resulted in the amount of pavement damage that currently exists on City streets.

4. State the reason and process used for selecting the vendor (Attach all quotes/proposals received from other sources, if applicable):

Crider & Crider, Inc agreed to supply one or two crews of three laborers per day, as well as the needed equipment to assist the DPW-Street Division with pavement maintenance efforts.

I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for an emergency procurement.

Adam Wason \_\_\_\_\_

Print/Type Name

  
Department Head Signature

Director \_\_\_\_\_

Print/Type Title

2/13/19  
Date

Public Works \_\_\_\_\_

Department

812.349.3516  
Telephone Number

Amount: NTE \$20,000.00

Budget Line: 601-02-020000-53990

Approved by:  \_\_\_\_\_

Jeffery H. Underwood - Controller

Date: 2-14-19



February 11, 2019

*Via Electronic Delivery*

Board of Public Works  
City of Bloomington  
401 North Morton Street  
Bloomington, IN 47404

RE: Range Road; Request for Closure

Dear Board Members:

Indiana University Health / Bloomington Hospital and City of Bloomington Utilities are improving the sanitary sewer in various locations near the new hospital site. The overall project limits for these improvements begin on East 10<sup>th</sup> Street and end west of Walnut Street, near Cascades Park. Crider & Crider, Inc. has been hired to provide these improvements.

In order to facilitate this project, Crider & Crider, Inc. is respectfully requesting the temporary closure of Range Road. The temporary closure is between State 45 / 10<sup>th</sup> Street and 14<sup>th</sup> Street. We are requesting a closure date from February 25<sup>th</sup> to March 29<sup>th</sup>. All work will be in accordance with the Maintenance of Traffic Plan submitted for this project.

Crider & Crider, Inc. will coordinate all activities with Indiana University offices adjacent to Range Road and 14<sup>th</sup> Street, the Indiana Department of Transportation, fire and law enforcement officials and transit providers to assure the closure information is well communicated. Therefore, Crider & Crider, Inc. respectfully requests that the Board of Public Works approves the closures described above from February 25, 2019 through March 29, 2019.

Sincerely,

Bill Williams, Project Manager  
Crider & Crider, Inc.







BW/me

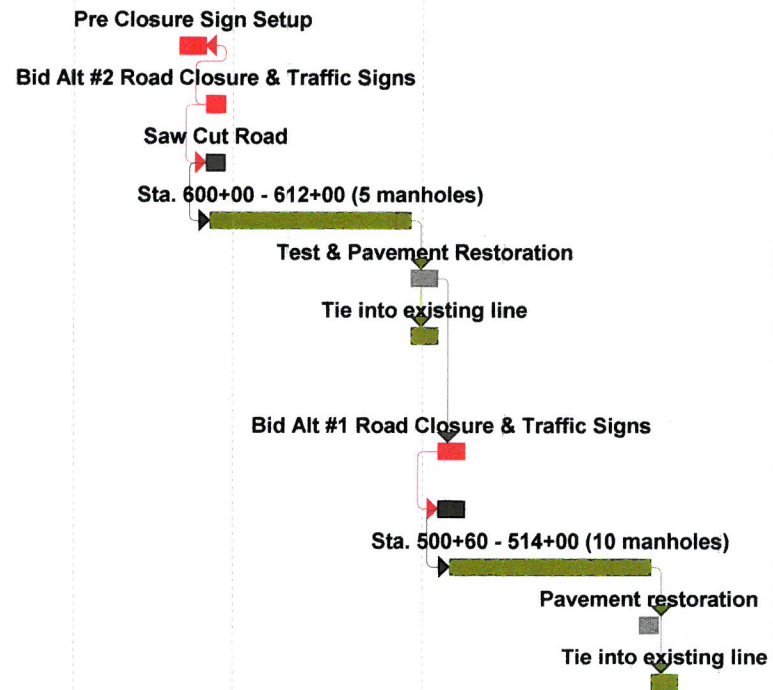
# CBU Schedule

ID	Task Name	Duration	Start	Finish	Dec	Jan	1st Quarter Feb	Mar	Apr	2nd Quarter May	Jun	Jul	3rd Quarter Aug
1	Traffic Sign Setup	5 days	Mon 1/21/19	Mon 1/28/19			<b>Traffic Sign Setup</b>						
2	Matlock Bore	5 days	Mon 1/28/19	Fri 2/1/19			<b>Matlock Bore</b>						
3	Sampson Bore	5 days	Mon 2/4/19	Fri 2/8/19			<b>Sampson Bore</b>						
4	Dunn Bore	10 days	Mon 2/11/19	Fri 2/22/19			<b>Dunn Bore</b>						
5	Walnut Bore	23 days	Mon 2/25/19	Wed 3/27/19			<b>Walnut Bore</b>						
6	Sta. 191+50 - 196+50	11 days	Fri 2/22/19	Fri 3/8/19			<b>Sta. 191+50 - 196+50</b>						
7	Sta. 172+00 - 191+50	30 days	Mon 3/11/19	Fri 4/19/19				<b>Sta. 172+00 - 191+50</b>					
8	Sta. 145+75 - 172+00	35 days	Mon 4/22/19	Fri 6/7/19					<b>Sta. 145+75 - 172+00</b>				
9	Sta. 145+75 - 138+00	13 days	Mon 6/10/19	Wed 6/26/19						<b>Sta. 145+75 - 138+00</b>			
10	Pavement restoration (Walnut/Bypass)	6 days	Thu 6/27/19	Thu 7/4/19							<b>Pavement restoration (Walnut/Bypass)</b>		
11	Sta. 302+20 - 321+00	20 days	Mon 1/28/19	Fri 2/22/19			<b>Sta. 302+20 - 321+00</b>						
12	Sta. 321+00 - 338+00 (Range rd.)	25 days	Mon 2/25/19	Fri 3/29/19			<b>Sta. 321+00 - 338+00 (Range rd.)</b>						
13	Sta. 338+00 - 352+84 (10th st.)	20 days	Mon 4/1/19	Fri 4/26/19				<b>Sta. 338+00 - 352+84 (10th st.)</b>					
14	Sta. 100+00 - 119+75	28 days	Mon 4/29/19	Wed 6/5/19					<b>Sta. 100+00 - 119+75</b>				
15	Sta. 119+75 - 138+50	25 days	Thu 6/6/19	Wed 7/10/19						<b>Sta. 119+75 - 138+50</b>			
16	Pavement restoration (Range rd.)	6 days	Mon 4/1/19	Mon 4/8/19				<b>Pavement restoration (Range rd.)</b>					
17	Pavement restoration (10th st.)	6 days	Mon 4/29/19	Mon 5/6/19				<b>Pavement restoration (10th st.)</b>					
18	Traffic signs Range rd./ 10th	5 days	Mon 2/18/19	Fri 2/22/19			<b>Traffic signs Range rd./ 10th</b>						
19	Tamarron tie-in	5 days	Thu 7/11/19	Wed 7/17/19							<b>Tamarron tie-in</b>		
20	New IUHB lift staiton	100 days	Mon 2/18/19	Fri 7/5/19				<b>New IUHB lift staiton</b>					
21	Force Main Test	8 days	Thu 7/18/19	Mon 7/29/19							<b>Force Main Test</b>		
22	Restoration / Punch List	19 days	Tue 7/30/19	Fri 8/23/19								<b>Restoration / Punch</b>	

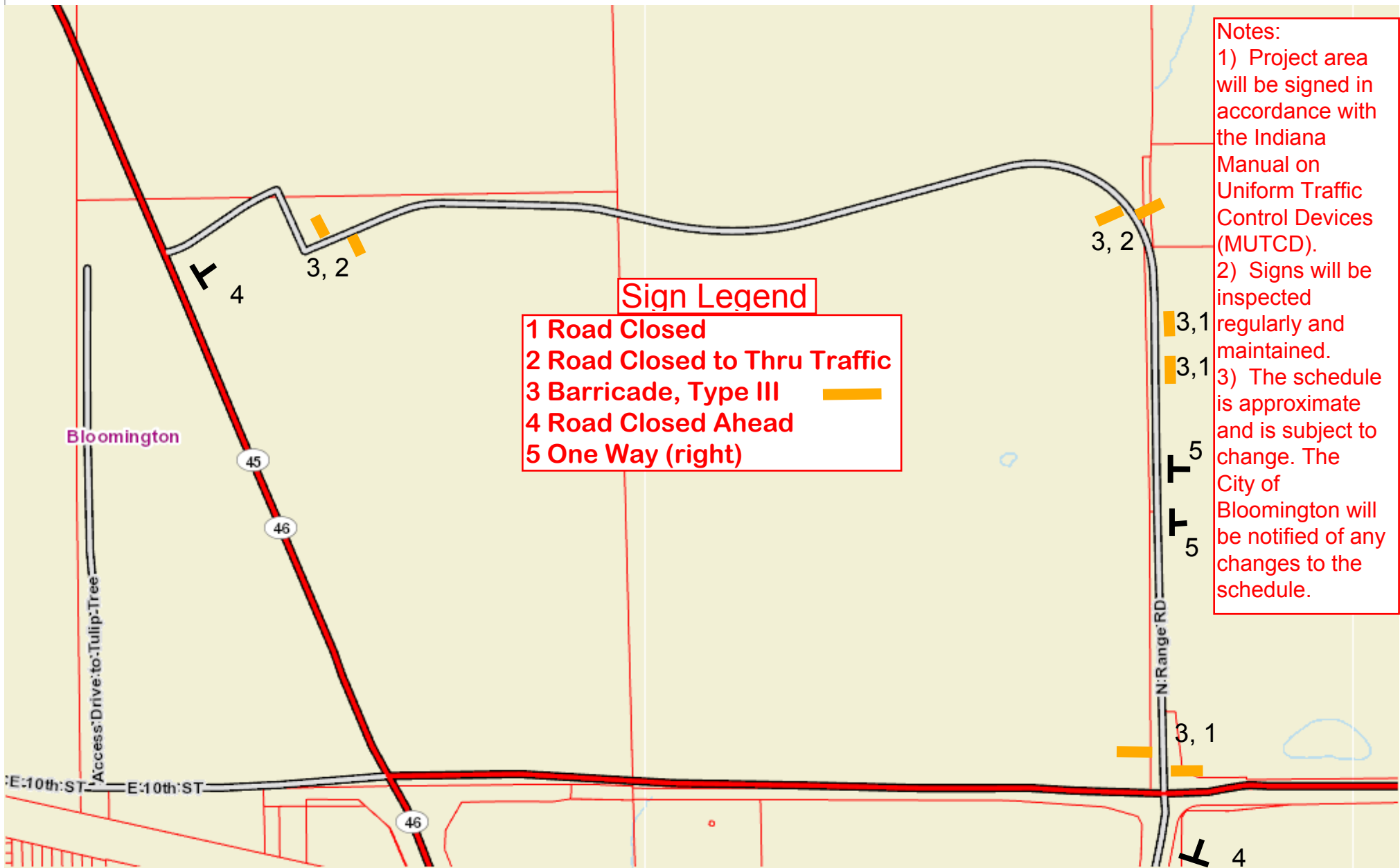


# CBU Schedule

ID		Task Name	Duration	Start	Finish	Dec	Jan	1st Quarter Feb	Mar	Apr	2nd Quarter May	Jun	Jul	3rd Quarter Aug
23														
24														
25														
26														
27														
28														
29														
30														
31														
32		Pre Closure Sign Setup	5 days	Mon 1/28/19	Mon 2/4/19									
33		Bid Alt #2 Road Closure & Traffic Signs	5 days	Mon 2/4/19	Fri 2/8/19									
34		Saw Cut Road	5 days	Mon 2/4/19	Fri 2/8/19									
35		Sta. 600+00 - 612+00 (5 manholes)	38 days	Tue 2/5/19	Thu 3/28/19									
36		Test & Pavement Restoration	5 days	Fri 3/29/19	Thu 4/4/19									
37		Tie into existing line	5 days	Fri 3/29/19	Thu 4/4/19									
38														
39		Bid Alt #1 Road Closure & Traffic Signs	5 days	Fri 4/5/19	Thu 4/11/19									
40		Saw Cut Road	5 days	Fri 4/5/19	Thu 4/11/19									
41		Sta. 500+60 - 514+00 (10 manholes)	38 days	Mon 4/8/19	Wed 5/29/19									
42		Pavement restoration	5 days	Mon 5/27/19	Fri 5/31/19									
43		Tie into existing line	5 days	Thu 5/30/19	Wed 6/5/19									



# IUHB Offsite Sanitary Sewer Range Road Construction





## Board of Public Works Staff Report

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**Project/Event:** Disposal of Surplus Real Property-Switchyard Park  
**Petitioner/Representative:** City Parks and Recreation Department  
**Staff Representative:** Dave Williams, Operations Director  
**Date:** February 19, 2019

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**Report:** The former CSX Railroad McDoel Switchyard property was purchased by the Parks and Recreation department in 2009. In 2015 design on *Switchyard Park* began and a determination was made that this section of abandoned rail corridor would not be used for the park project, and that due to the removal of the rail bridge over Clear Creek the corridor could not be used to create a pedestrian connection to the new park. After consulting with other City departments, a final determination was made that the property was not needed and should be disposed of as surplus real property.

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### Recommendation and Supporting Justification:

It is recommended the Board of Public Works declare the subject property surplus and made available for sale to the owner of the adjacent properties.

**Recommend** ☒ **Approval** ☐ **Denial by:** *Dave Williams*



**BOARD OF PUBLIC WORKS  
RESOLUTION 2019-16**

**DETERMINATION TO DISPOSE OF SURPLUS REAL PROPERTY  
BY SALE TO ADJACENT PROPERTY OWNERS**

WHEREAS, the City of Bloomington is the owner of real property pursuant to a Quitclaim Deed executed by CSX Transportation, Inc., on December 15, 2009, and recorded in the Monroe County Recorder's Office on December 30, 2009, as Instrument Number 2009022206; and,

WHEREAS, this property includes an abandoned rail spur; and,

WHEREAS, a deed overlap area exists between the legal description of this abandoned spur and the legal descriptions of a portion of the adjacent properties located at 1850 S. Walnut Street and 1840 S. Walnut Street in the City of Bloomington; and,

WHEREAS, Mark and Linda Webb are the owners of the real property located at 1850 S. Walnut Street, pursuant to a Special Warranty Deed recorded in the Monroe County Recorder's Office as Instrument Number 2016013409; and,

WHEREAS, Mark and Linda Webb are the owners of the real property located at 1840 S. Walnut Street, pursuant to a Special Warranty Deed recorded in the Monroe County Recorder's Office as Instrument Number 2017007668; and,

WHEREAS, the deed overlap area is described and depicted on a boundary survey performed by Eric Deckard and recorded as Instrument Number 2017014100 or Survey Cabinet S2, Envelope 99, attached hereto and incorporated herein as Attachment A; and,

WHEREAS, pursuant to Indiana Code 36-1-11-5(d), the Board of Public Works, as the disposing agent, may determine that the highest and best use of the overlap area is sale to an abutting landowner;

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington Board of Public Works as follows:

1. The Board of Public Works hereby declares that the real property which is owned by the City of Bloomington and contained within the deed overlap area, as described and depicted in Attachment A, is surplus real property which is no longer needed by the City.
2. The Board of Public Works determines that the highest and best use of this surplus property is sale to the owners of the adjacent properties identified above.

3. Within ten (10) days after the Board of Public Works makes a determination in accordance with IC § 36-1-11-5(d), the Board shall publish a notice pursuant to IC § 36-1-11-5(e).
4. The Board of Public Works shall comply with IC 36-1-11 *et seq.* regarding the negotiation and sale of this surplus property.

APPROVED THIS 19<sup>th</sup> DAY OF FEBRUARY, 2019.

BOARD OF PUBLIC WORKS

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Kyla Cox Deckard, President

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Beth H. Hollingsworth, Vice President

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Dana Palazzo, Secretary





## Board of Public Works Staff Report

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**Request:** Approval of Emergency Services Contract with Crider & Crider for Pavement Maintenance

**Petitioner/Representative:** Department of Public Works

**Staff Representative:** Adam Wason, Public Works Director

**Date:** 2/12/19

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The City of Bloomington Department of Public Works has entered into an Emergency Services Contract with Crider & Crider, Inc. for assistance with our pavement maintenance efforts after recent severe weather events. Crider & Crider, Inc. has agreed to supply one or two crews of three laborers per day, as well as the needed equipment to assist the DPW – Street Division with pavement maintenance efforts that will include patching and filling potholes. It is expected that these crews will assist for up to 4-7 days depending on weather and conditions. Total contract amount is not to exceed, \$20,000.

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**Recommend**   ☒ **Approval**   ☐ **Denial by:** Adam Wason

**AGREEMENT**  
**BETWEEN**  
**CITY OF BLOOMINGTON**  
**PUBLIC WORKS DEPARTMENT**  
**AND**  
**CRIDER & CRIDER, INC.**

**FOR**

**PAVEMENT MAINTENANCE AND POTHOLE REPAIR**

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

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for **pavement maintenance and pothole repair**, (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 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 Twenty Thousand Dollars (\$20,000.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

**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)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	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.	Crider & Crider, Inc.
Attn: Joe VanDeventer, Director of Street Operations	Attn: Brad Bredeweg, Project Manager
1981 S. Henderson St.	1900 Liberty Dr.
Bloomington, Indiana 47401	Bloomington, IN 47403

**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: February 12, 2019

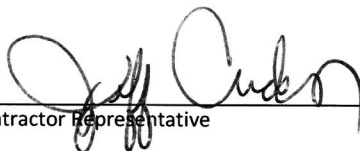
City of Bloomington  
Bloomington Board of Public Works

Crider & Crider, Inc.

BY:

BY:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
  
Contractor Representative

\_\_\_\_\_  
Beth H. Hollingsworth, Member

\_\_\_\_\_  
Jeffrey J. Crider  
Printed Name

\_\_\_\_\_  
Dana Palazzo, Member

\_\_\_\_\_  
Vice President  
Title of Contractor Representative

\_\_\_\_\_  
John Hamilton, Mayor of Bloomington

## **ATTACHMENT 'A'**

### **"SCOPE OF WORK"**

#### **PAVEMENT MAINTENANCE AND POTHOLE REPAIR**

*This project shall include, but is not limited to:*

Contractor shall provide all necessary labor and equipment to perform pavement maintenance and pothole repair as directed by the Public Works Department.

Contractor shall inform the Public Works Department contact listed in Article 5.14 of this Agreement when invoiced contract work has reached eighty percent (80%) of the not to exceed compensation amount provided in Article 3 of this Agreement.



ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA )  
 )SS:  
COUNTY OF Monroe )

E-VERIFY AFFIDAVIT

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

1. The undersigned is the Vice President of Crider & Crider, Inc..  
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

Jeffrey J. Crider

Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF Monroe )

Before me, a Notary Public in and for said County and State, personally appeared Jeffrey J. Crider and acknowledged the execution of the foregoing this 12th day of February, 2019.

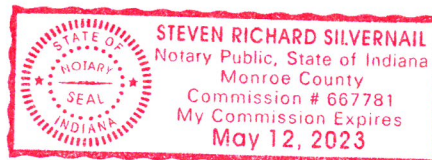
My Commission Expires: May 12, 2023

County of Residence: Monroe

Steven Richard Silvernail  
Notary Public's Signature

Steven Silvernail

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 12th day of February, 20 19.

Crider & Crider, Inc.

(Name of Organization)

By: Jeff Crider

Jeffrey J. Crider, Vice President

(Name and Title of Person Signing)

STATE OF INDIANA )

) SS:

COUNTY OF MONROE )

Subscribed and sworn to before me this 12th day of February, 20 19.

My Commission Expires: May 12, 2023

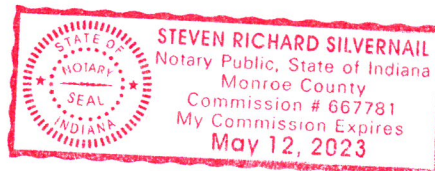
Steven Silvernail

Notary Public Signature

Resident of Monroe County

Steven Silvernail

Printed Name





# Board of Public Works Claim Register

Invoice Date Range 02/11/19 - 02/22/19

Vendor	Invoice Description	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>			
Department <b>01 - Animal Shelter</b>			
Program <b>010000 - Main</b>			
Account <b>43430 - Animal Adoption Fees</b>			
Megan Russell	01-refund adoption fee	02/22/2019	75.00
	Account <b>43430 - Animal Adoption Fees</b> Totals 1		\$75.00
<b>Account 52110 - Office Supplies</b>			
6530 - Office Depot, INC	01-mop handles-3	02/22/2019	29.04
	Account <b>52110 - Office Supplies</b> Totals 1		\$29.04
<b>Account 52210 - Institutional Supplies</b>			
4832 - Animal Care Equipment & Services, LLC	01-animal handling equipment, dishes	02/22/2019	153.14
3278 - Boehringer Ingelheim Animal Health (Merial, INC)	01-medications-Vetmedin 2.5 chew tabs 50's	02/22/2019	43.00
313 - Fastenal Company	01-bleach, towels	02/22/2019	77.77
313 - Fastenal Company	01-trash liners, hand sanitizer	02/22/2019	169.16
313 - Fastenal Company	01-trash liners, bleach	02/22/2019	141.60
313 - Fastenal Company	01-tissues	02/22/2019	35.10
313 - Fastenal Company	01-sponges	02/22/2019	35.43
4586 - Hill's Pet Nutrition Sales, INC	01-canine food-1/25/19	02/22/2019	90.48
4586 - Hill's Pet Nutrition Sales, INC	01-canine prescription food-allergen free-1/25/19	02/22/2019	67.58
4586 - Hill's Pet Nutrition Sales, INC	01-prescription feline food-10/26/18	02/22/2019	26.89
4549 - Kroger Limited Partnership I	01-rabbit food-parsley, romaine lettuce-1/10/19	02/22/2019	15.10
4549 - Kroger Limited Partnership I	01-medication-pharmacy-1/10/19	02/22/2019	9.71
4633 - Midwest Veterinary Supply, INC	01-bottles for diagnostics-2/5/19	02/22/2019	13.41
4633 - Midwest Veterinary Supply, INC	01-bottles for meds-1/28/19	02/22/2019	26.82
4633 - Midwest Veterinary Supply, INC	01-pain meds, vaccines, syringes-1/23/19	02/22/2019	490.30
4633 - Midwest Veterinary Supply, INC	01-product return-MVET PF Vinyl Exam gloves-1/16/19	02/22/2019	(28.24)
4633 - Midwest Veterinary Supply, INC	01-meds, bottles, pheromones-1/28/19	02/22/2019	110.72
4666 - Zoetis, INC	01-allergy meds-1/23/2019	02/22/2019	124.60
4666 - Zoetis, INC	01-canine vaccines-1/23/2019	02/22/2019	318.00
4666 - Zoetis, INC	01-diagnostics-1/24/2019	02/22/2019	274.84



# Board of Public Works Claim Register

Invoice Date Range 02/11/19 - 02/22/19

Vendor	Invoice Description	Payment Date	Invoice Amount
Account <b>52430 - Institutional Supplies</b> Totals 20			\$2,195.41
Account <b>52430 - Uniforms and Tools</b>			
4832 - Animal Care Equipment & Services, LLC	01-animal handling equipment, dishes	02/22/2019	424.56
53005 - Menards, INC	01-lined deerskin palm gloves	02/22/2019	19.99
54558 - The Uniform House, INC	01-scrubs	02/22/2019	53.97
Account <b>52430 - Uniforms and Tools</b> Totals 3			\$498.52
Account <b>53130 - Medical</b>			
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-1/24-1/29/2019, 14 cats & 6 dogs	02/22/2019	815.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter charges-1/16-1/22/19, 5 dogs	02/22/2019	310.18
Account <b>53130 - Medical</b> Totals 2			\$1,125.18
Account <b>53220 - Postage</b>			
4487 - PMB East, INC (PakMail)	01-BOH shipping 2/4/19	02/22/2019	13.30
Account <b>53220 - Postage</b> Totals 1			\$13.30
Account <b>53310 - Printing</b>			
8002 - Safeguard Business Systems, INC	01-printing adoption labels-3" X 5" label-1,000	02/22/2019	206.96
Account <b>53310 - Printing</b> Totals 1			\$206.96
Account <b>53530 - Water and Sewer</b>			
208 - City Of Bloomington Utilities	19-ACC-water/sewer bill-January 2019	02/11/2019	266.25
Account <b>53530 - Water and Sewer</b> Totals 1			\$266.25
Account <b>53540 - Natural Gas</b>			
222 - Vectren	19-ACC-gas bill 1/03-2/04/19	02/11/2019	1,957.04
Account <b>53540 - Natural Gas</b> Totals 1			\$1,957.04
Account <b>53610 - Building Repairs</b>			
6378 - ANN-KRISS, LLC	19-ACC-exterior repairs-repair fence (cut & remove tree)	02/22/2019	281.00
321 - Harrell Fish, INC	19-repaired leak in refrigerant line-HP 2.16	02/22/2019	2,405.00
321 - Harrell Fish, INC	19-City Hall-replaced heat pump blower motor-Unit 010A	02/22/2019	1,071.32
Account <b>53610 - Building Repairs</b> Totals 3			\$3,757.32
Program <b>010000 - Main</b> Totals 34			\$10,124.02
Program <b>010001 - Donations Over \$5K</b>			
Account <b>53130 - Medical</b>			



# Board of Public Works Claim Register

Invoice Date Range 02/11/19 - 02/22/19

Vendor	Invoice Description	Payment Date	Invoice Amount
50350 - Arlington Heights Veterinary Hospital, INC	01-surgery-1/15/2019 BC 2019-14	02/22/2019	47.92
5107 - NVA College Mall Veterinary Management INC	01-heartworm treatment-12/28/17 & 1/11/18	02/22/2019	544.56
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-office visit-1/11/19	02/22/2019	42.00
Account <b>53130 - Medical</b> Totals 3			\$634.48
Program <b>010001 - Donations Over \$5K</b> Totals 3			\$634.48
Department <b>01 - Animal Shelter</b> Totals 37			\$10,758.50
Department <b>02 - Public Works</b>			
Program <b>020000 - Main</b>			
Account <b>46060 - Other Violations</b>			
David Michael Howard	14-refund overpayment pkg citation #19201001831	02/22/2019	10.00
Martha Phillion	14-refund overpayment pkg citation #19200800036	02/22/2019	20.00
Sarkes Tarzian, Inc.	14-refund payment pkg citation #19201001858-made a warning	02/22/2019	30.00
Account <b>46060 - Other Violations</b> Totals 3			\$60.00
Account <b>52110 - Office Supplies</b>			
6530 - Office Depot, INC	02-letter files, cleaning wipes	02/22/2019	8.24
Account <b>52110 - Office Supplies</b> Totals 1			\$8.24
Account <b>53160 - Instruction</b>			
3472 - Lucity, INC	02-Onsite configuration, training for Lucity software	02/22/2019	187.50
Account <b>53160 - Instruction</b> Totals 1			\$187.50
Account <b>53320 - Advertising</b>			
3560 - First Financial Bank / Credit Cards	02 APWA job posting Parking Services Director	02/22/2019	325.00
Account <b>53320 - Advertising</b> Totals 1			\$325.00
Program <b>020000 - Main</b> Totals 6			\$580.74
Department <b>02 - Public Works</b> Totals 6			\$580.74
Department <b>03 - City Clerk</b>			
Program <b>030000 - Main</b>			
Account <b>53160 - Instruction</b>			
3913 - Indiana League Of Municipal Clerks & Treasurers	03-24 Annual ILMCT Registration-Lucas-3/10-3/14/19	02/22/2019	450.00
3913 - Indiana League Of Municipal Clerks & Treasurers	03-24 Annual ILMCT Registration-Bolden-3/10-3/14/19	02/22/2019	450.00
Account <b>53160 - Instruction</b> Totals 2			\$900.00



# Board of Public Works Claim Register

Invoice Date Range 02/11/19 - 02/22/19

Vendor	Invoice Description	Payment Date	Invoice Amount
	Program <b>030000 - Main</b> Totals 2		\$900.00
	Department <b>03 - City Clerk</b> Totals 2		\$900.00
Department <b>04 - Economic &amp; Sustainable Dev</b>			
Program <b>040000 - Main</b>			
Account <b>52420 - Other Supplies</b>			
1892 - Laurel Waters	04-Reimbursement for purchase of HON chair cylinder	02/22/2019	25.95
	Account <b>52420 - Other Supplies</b> Totals 1		\$25.95
Account <b>53160 - Instruction</b>			
5954 - The Greater Bloomington Chamber Of Commerce, INC	04 - 2 seats to Federal Forum w/Trey Hollingsworth (Alex & Sean)	02/22/2019	100.00
5954 - The Greater Bloomington Chamber Of Commerce, INC	04 - two seats at Retail Summit (Laurel & Alex)	02/22/2019	258.00
	Account <b>53160 - Instruction</b> Totals 2		\$358.00
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>			
3560 - First Financial Bank / Credit Cards	04 - Payment to NEON for Screening of WASTED at BCT	02/22/2019	520.00
	Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals 1		\$520.00
Account <b>53320 - Advertising</b>			
3560 - First Financial Bank / Credit Cards	04 - LinkedIn job posting Value Chain Coordinator	02/22/2019	118.71
	Account <b>53320 - Advertising</b> Totals 1		\$118.71
Account <b>53910 - Dues and Subscriptions</b>			
3560 - First Financial Bank / Credit Cards	04 - Hootsuite Platform for 2019	02/22/2019	5.99
6805 - Greater Indiana Clean Cities, INC	04 - 2019 Silver Level Membership Fee	02/22/2019	1,000.00
	Account <b>53910 - Dues and Subscriptions</b> Totals 2		\$1,005.99
Account <b>53990 - Other Services and Charges</b>			
6515 - Green Camino, INC	04 - 2019 composing agreement - city facilities	02/22/2019	120.00
	Account <b>53990 - Other Services and Charges</b> Totals 1		\$120.00
	Program <b>040000 - Main</b> Totals 8		\$2,148.65
	Department <b>04 - Economic &amp; Sustainable Dev</b> Totals 8		\$2,148.65
Department <b>06 - Controller's Office</b>			
Program <b>060000 - Main</b>			
Account <b>53160 - Instruction</b>			
3560 - First Financial Bank / Credit Cards	06-Webinar Package	02/22/2019	316.00



# Board of Public Works Claim Register

Invoice Date Range 02/11/19 - 02/22/19

Vendor	Invoice Description	Payment Date	Invoice Amount
Account <b>53160 - Instruction</b> Totals 1			\$316.00
Program <b>060000 - Main</b> Totals 1			\$316.00
Department <b>06 - Controller's Office</b> Totals 1			\$316.00
Department <b>09 - CFRD</b>			
Program <b>090000 - Main</b>			
Account <b>53230 - Travel</b>			
1815 - Michael Shermis	09-gas to Evansville to conduct accessible survey training	02/22/2019	20.00
Account <b>53230 - Travel</b> Totals 1			\$20.00
Account <b>53960 - Grants</b>			
421 - Centerstone Of Indiana, INC	09-CFRD Sponsorship-The Faces of Aces-4/12-4/13/19	02/22/2019	200.00
205 - City Of Bloomington	09-CFRD Sponsorship of 2019 Be More Awards	02/22/2019	1,000.00
205 - City Of Bloomington	09-CFRD Platinum Level Sponsor of 2019 WHM Lunch	02/22/2019	500.00
Account <b>53960 - Grants</b> Totals 3			\$1,700.00
Program <b>090000 - Main</b> Totals 4			\$1,720.00
Department <b>09 - CFRD</b> Totals 4			\$1,720.00
Department <b>10 - Legal</b>			
Program <b>100000 - Main</b>			
Account <b>52110 - Office Supplies</b>			
501 - Karl Clark (KC Designs)	10-printing letterhead-Legal/Human Rights/Risk Mgmt/BPS	02/22/2019	90.00
Account <b>52110 - Office Supplies</b> Totals 1			\$90.00
Account <b>53120 - Special Legal Services</b>			
6790 - Sharon L Deogracias (Vocational Options Considered, LLC)	10 forensic analysis records reveiw mileage 1 27 19 VOC	02/22/2019	3,087.00
608 - Krieg Devault, LLP	10 legal services Krieg Devault 472627	02/22/2019	801.00
Account <b>53120 - Special Legal Services</b> Totals 2			\$3,888.00
Account <b>53910 - Dues and Subscriptions</b>			
3956 - West Publishing Corporation (Thomson Reuters)	10 books and electronic subscription Reuters West	02/22/2019	1,687.00
Account <b>53910 - Dues and Subscriptions</b> Totals 1			\$1,687.00
Program <b>100000 - Main</b> Totals 4			\$5,665.00
Account <b>52110 - Office Supplies</b>			



# Board of Public Works Claim Register

Invoice Date Range 02/11/19 - 02/22/19

Vendor	Invoice Description	Payment Date	Invoice Amount
501 - Karl Clark (KC Designs)	10-printing letterhead-Legal/Human Rights/Risk Mgmt/BPS	02/22/2019	65.00
	Account <b>52110 - Office Supplies</b> Totals 1		\$65.00
Account <b>53990 - Other Services and Charges</b>			
205 - City Of Bloomington	10- MLK birthday sponsorship 2019	02/22/2019	100.00
	Account <b>53990 - Other Services and Charges</b> Totals 1		\$100.00
	Program <b>101000 - Human Rights</b> Totals 2		\$165.00
	Department <b>10 - Legal</b> Totals 6		\$5,830.00
Department <b>11 - Mayor's Office</b>			
Program <b>110000 - Main</b>			
Account <b>52240 - Fuel and Oil</b>			
5814 - Elizabeth Rubin Walter	11-reimbursement for gas for city car (intern)	02/22/2019	9.99
	Account <b>52240 - Fuel and Oil</b> Totals 1		\$9.99
Account <b>52420 - Other Supplies</b>			
818 - Everywhere Signs, LLC	11-door clings for city (non-bicentennial logo)	02/22/2019	405.00
	Account <b>52420 - Other Supplies</b> Totals 1		\$405.00
Account <b>53160 - Instruction</b>			
10682 - Richard B Dietz	28-reimb. for Code of America Summit tickets-5/28-5/31/2019	02/22/2019	1,032.80
	Account <b>53160 - Instruction</b> Totals 1		\$1,032.80
Account <b>53230 - Travel</b>			
3560 - First Financial Bank / Credit Cards	11-JH/Sean Starowitz hotel for USCM arts breakfast	02/22/2019	258.64
3560 - First Financial Bank / Credit Cards	11-JH/Sean Starowitz flights to USCM arts breakfast	02/22/2019	877.22
3560 - First Financial Bank / Credit Cards	11-Mary Catherine flight to MIP winter meeting	02/22/2019	266.61
5459 - John M Hamilton	11-reimbursement for travel costs Mayors' Arts breakfast	02/22/2019	129.81
5684 - Sean M Starowitz	11-reimbursement for travel costs Mayors' Arts breakfast	02/22/2019	72.00
	Account <b>53230 - Travel</b> Totals 5		\$1,604.28
Account <b>53320 - Advertising</b>			
3560 - First Financial Bank / Credit Cards	11-Typito annual subscription	02/22/2019	280.00
	Account <b>53320 - Advertising</b> Totals 1		\$280.00
Account <b>53960 - Grants</b>			
651 - Engraving & Stamp Center, INC	11-engraving for Freedom of the City Award	02/22/2019	43.07





# Board of Public Works Claim Register

Invoice Date Range 02/11/19 - 02/22/19

Vendor	Invoice Description	Payment Date	Invoice Amount
2546 - Monroe County Historical Society, INC	11-sponsorship for Monroe County History Center annual gala	02/22/2019	1,000.00
5954 - The Greater Bloomington Chamber Of Commerce, INC	11-corporate partner sponsorship package	02/22/2019	4,800.00
Account <b>53960 - Grants</b> Totals 3			\$5,843.07
Program <b>110000 - Main</b> Totals 12			\$9,175.14
Department <b>11 - Mayor's Office</b> Totals 12			\$9,175.14
Department <b>12 - Human Resources</b>			
Program <b>120000 - Main</b>			
Account <b>53160 - Instruction</b>			
3560 - First Financial Bank / Credit Cards	12-SHRM Annual Conference Registration \$1490.00	02/22/2019	1,490.00
Account <b>53160 - Instruction</b> Totals 1			\$1,490.00
Account <b>53320 - Advertising</b>			
323 - Hoosier Times, INC	12 Job Ads Inv 13119	02/22/2019	358.14
Account <b>53320 - Advertising</b> Totals 1			\$358.14
Program <b>120000 - Main</b> Totals 2			\$1,848.14
Department <b>12 - Human Resources</b> Totals 2			\$1,848.14
Department <b>13 - Planning</b>			
Program <b>130000 - Main</b>			
Account <b>52110 - Office Supplies</b>			
6530 - Office Depot, INC	13-Marker Caddy & scissors	02/22/2019	25.68
6530 - Office Depot, INC	13-GetFit Mat for standing desk	02/22/2019	51.29
6530 - Office Depot, INC	13-File stand & stapler	02/22/2019	15.47
6530 - Office Depot, INC	13-Calculator, binders, desk accessories	02/22/2019	33.10
6530 - Office Depot, INC	13-notebooks, calculator, filler paper, gel pens, markers	02/22/2019	105.01
6530 - Office Depot, INC	13-Gel pens & stapler	02/22/2019	20.92
6530 - Office Depot, INC	13-Binder & Binder Dividers	02/22/2019	5.79
6530 - Office Depot, INC	13-Plastic file stands	02/22/2019	8.39
6530 - Office Depot, INC	13-Markers, binder, tape	02/22/2019	43.25
Account <b>52110 - Office Supplies</b> Totals 9			\$308.90
Account <b>53160 - Instruction</b>			
6139 - Seyedamir K Farshchi	13- AICP Exam Registration for Amir	02/22/2019	425.00



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Invoice Date Range 02/11/19 - 02/22/19

Vendor	Invoice Description	Payment Date	Invoice Amount
Account <b>53160 - Instruction</b> Totals 1			\$425.00
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>			
5409 - VS Engineering, INC	13-Temporary Engineering Staff Support-billing ending 12/31/2018	BC 2018-113 02/22/2019	2,278.00
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals 1			\$2,278.00
Account <b>53310 - Printing</b>			
501 - Karl Clark (KC Designs)	13 - City of Bloomington P&T envelopes-1,500	02/22/2019	112.50
Account <b>53310 - Printing</b> Totals 1			\$112.50
Account <b>53320 - Advertising</b>			
3560 - First Financial Bank / Credit Cards	13 - Institute of Trans Engineer Project Engineer Job Posting	02/22/2019	295.00
3560 - First Financial Bank / Credit Cards	13 - CC Reimb. for American Plan Assoc Job Posting (Z. Planner)	02/22/2019	50.00
3560 - First Financial Bank / Credit Cards	13 - CC Reimb. American Plan Assoc (INT) Job Posting (Z Planner)	02/22/2019	195.00
Account <b>53320 - Advertising</b> Totals 3			\$540.00
Account <b>53910 - Dues and Subscriptions</b>			
4442 - American Planning Association	13 - APA Membership Category D for E. Greulich	02/22/2019	331.00
4442 - American Planning Association	13 - APA Membership Category D for L. Thompson	02/22/2019	356.00
Account <b>53910 - Dues and Subscriptions</b> Totals 2			\$687.00
Program <b>130000 - Main</b> Totals 17			\$4,351.40
Department <b>13 - Planning</b> Totals 17			\$4,351.40
Department <b>19 - Facilities Maintenance</b>			
Program <b>190000 - Main</b>			
Account <b>52310 - Building Materials and Supplies</b>			
409 - Black Lumber Co. INC	19-ACC-door sweep	02/22/2019	3.99
394 - Kleindorfer Hardware & Variety	19-City Hall-keys, spray foam, caulk, LED bulbs	02/22/2019	111.77
394 - Kleindorfer Hardware & Variety	19-City Hall-roller cover, funnel, brush	02/22/2019	28.04
394 - Kleindorfer Hardware & Variety	19-City Hall-safety glasses, caution tape, stakes	02/22/2019	68.47
Account <b>52310 - Building Materials and Supplies</b> Totals 4			\$212.27
Account <b>52340 - Other Repairs and Maintenance</b>			
392 - Koorsen Fire & Security, INC	19-Sanitation Dept-October 2018 fire extinguisher service	02/22/2019	30.95
Account <b>52340 - Other Repairs and Maintenance</b> Totals 1			\$30.95



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Invoice Date Range 02/11/19 - 02/22/19

Vendor	Invoice Description	Payment Date	Invoice Amount
<b>Account 53530 - Water and Sewer</b>			
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill-January 2019	02/11/2019	536.89
	Account 53530 - Water and Sewer Totals 1		\$536.89
<b>Account 53610 - Building Repairs</b>			
5187 - Green Dragon Lawn Care, INC	19-Addendum #-Snow Removal/salt-Pkg Lots-1/12/19	02/22/2019	375.00
321 - Harrell Fish, INC	19-City Hall-HP 1.09-replaced thermostat	02/22/2019	1,456.52
7402 - Nature's Way, INC	19-City Hall-monthly plant maintenance-February 2019 BC 2019-07	02/22/2019	336.60
	Account 53610 - Building Repairs Totals 3		\$2,168.12
<b>Account 53650 - Other Repairs</b>			
5936 - Emily E Wilson	19-B-Line Vinyl Fence Mural Repairs Graffiti Removal	02/22/2019	363.08
	Account 53650 - Other Repairs Totals 1		\$363.08
<b>Account 54510 - Other Capital Outlays</b>			
19681 - Southeastern Equipment Co, INC	20-Hot Box Trailer	02/22/2019	27,339.00
	Account 54510 - Other Capital Outlays Totals 1		\$27,339.00
	Program 190000 - Main Totals 11		\$30,650.31
	Department 19 - Facilities Maintenance Totals 11		\$30,650.31
<b>Department 28 - ITS</b>			
<b>Program 280000 - Main</b>			
<b>Account 52420 - Other Supplies</b>			
53442 - Paragon Micro, INC	28-misc. cables	02/22/2019	127.93
53442 - Paragon Micro, INC	28-Energizer Recharge Pro Battery Charger	02/22/2019	85.95
5819 - Synchrony Bank	28-Zebra Laminate for Badge Printer	02/22/2019	79.99
5819 - Synchrony Bank	28-Zebra Color Ribbon for Badge Printer	02/22/2019	135.00
6792 - VARI Sales Corporation	28-ProPlus 48™ (Black)	02/22/2019	445.50
	Account 52420 - Other Supplies Totals 5		\$874.37
<b>Account 53160 - Instruction</b>			
10682 - Richard B Dietz	28-reimb. for Code of America Summit tickets-5/28-5/31/2019	02/22/2019	1,032.80
	Account 53160 - Instruction Totals 1		\$1,032.80
<b>Account 53640 - Hardware and Software Maintenance</b>			
3989 - Ricoh USA, INC	28-CH/Off Site Facilities-Ricoh Copier Maint.-12/17/18-1/16/19	02/22/2019	1,447.25



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Invoice Date Range 02/11/19 - 02/22/19

Vendor	Invoice Description	Payment Date	Invoice Amount
Account <b>53640 - Hardware and Software Maintenance</b> Totals 1			\$1,447.25
Account <b>53910 - Dues and Subscriptions</b>			
3560 - First Financial Bank / Credit Cards	28 - Twilio API Services	02/22/2019	10.00
3560 - First Financial Bank / Credit Cards	28 - Airtable Subscription	02/22/2019	240.00
3560 - First Financial Bank / Credit Cards	28 - URISA Individual Membership	02/22/2019	195.00
3560 - First Financial Bank / Credit Cards	28 - Basecamp 2 10 Projects Plan	02/22/2019	20.00
3560 - First Financial Bank / Credit Cards	28 - Renewal of Multiple Domains	02/22/2019	60.75
3560 - First Financial Bank / Credit Cards	28 - Aid4Mail Forensic	02/22/2019	418.60
3560 - First Financial Bank / Credit Cards	28 - Squarespace, Inc.	02/22/2019	26.00
3560 - First Financial Bank / Credit Cards	28 - Twilio API Services	02/22/2019	20.00
8315 - Indiana Geographic Information Council, INC	28-IGIC 2019 Membership-L. Haley	02/22/2019	300.00
8315 - Indiana Geographic Information Council, INC	28-IGIC 2019 Membership-J. Goodman	02/22/2019	75.00
8315 - Indiana Geographic Information Council, INC	28-IGIC 2019 Membership-M. Stier	02/22/2019	75.00
5786 - Promevo, LLC	28-GOOGLE DRIVE STORAGE SUBSCRIPTION 50 GB-Jan 2019	02/22/2019	7.50
Account <b>53910 - Dues and Subscriptions</b> Totals 12			\$1,447.85
Account <b>54420 - Purchase of Equipment</b>			
5534 - Presidio Holdings, INC	28-Presidio Storage/Compute Infrastructure	02/22/2019	80,000.00
Account <b>54420 - Purchase of Equipment</b> Totals 1			\$80,000.00
Program <b>280000 - Main</b> Totals 20			\$84,802.27
Department <b>28 - ITS</b> Totals 20			\$84,802.27
Fund <b>101 - General Fund (S0101)</b> Totals 126			\$153,081.15
Fund <b>312 - Community Services</b>			
Department <b>09 - CFRD</b>			
Program <b>090001 - Com Serv - Black Males</b>			
Account <b>52420 - Other Supplies</b>			
4549 - Kroger Limited Partnership I	09-Black Male Youth Summit - snacks and refreshments	02/22/2019	88.31
Account <b>52420 - Other Supplies</b> Totals 1			\$88.31
Program <b>090001 - Com Serv - Black Males</b> Totals 1			\$88.31
Program <b>090002 - Com Serv - MLK Comm</b>			
Account <b>53230 - Travel</b>			



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Vendor	Invoice Description	Payment Date	Invoice Amount
3560 - First Financial Bank / Credit Cards	09-Hilton Garden Inn-accomodations for MLK keynote speaker	02/22/2019	268.00
	Account <b>53230 - Travel</b> Totals 1		\$268.00
	Program <b>090002 - Com Serv - MLK Comm</b> Totals 1		\$268.00
Program <b>090003 - Com Serv - Status of Women</b>			
Account <b>52420 - Other Supplies</b>			
6530 - Office Depot, INC	09-2019 WHM Lunch supplies-index cards, address labels	02/22/2019	35.51
6530 - Office Depot, INC	09-2019 WHM Lunch supplies-invitation envelopes	02/22/2019	42.25
	Account <b>52420 - Other Supplies</b> Totals 2		\$77.76
	Program <b>090003 - Com Serv - Status of Women</b> Totals 2		\$77.76
Program <b>090004 - Com Serv- Accessibility</b>			
Account <b>53990 - Other Services and Charges</b>			
4549 - Kroger Limited Partnership I	09-snack/refreshments for CCA planning meeting	02/22/2019	84.38
	Account <b>53990 - Other Services and Charges</b> Totals 1		\$84.38
	Program <b>090004 - Com Serv- Accessibility</b> Totals 1		\$84.38
Program <b>090016 - Com Serv - Safe &amp; Civil</b>			
Account <b>52420 - Other Supplies</b>			
50761 - Bloomington Sandwich Co, LLC	09-BHM-Our Table our Talk--box lunch-1/24/19	02/22/2019	69.93
5932 - Indiana Bratworks (Board & Blade)	09-2019 BHM Kickoff--catering-1/31/2019	02/22/2019	875.00
4549 - Kroger Limited Partnership I	09-supplies for Black History Month Kickoff event	02/22/2019	71.97
798 - Winters Associates Promotional Products, INC	09-BHM Gala Gifts	02/22/2019	533.57
	Account <b>52420 - Other Supplies</b> Totals 4		\$1,550.47
Account <b>53990 - Other Services and Charges</b>			
6766 - Justin Kyle Crossley	09-Our Table, Our Talk-BHM Community Engagement	02/22/2019	4,400.00
11693 - The Award Center, INC	09-BHM-Visionary Leadership Award	02/22/2019	75.00
	Account <b>53990 - Other Services and Charges</b> Totals 2		\$4,475.00
	Program <b>090016 - Com Serv - Safe &amp; Civil</b> Totals 6		\$6,025.47
	Department <b>09 - CFRD</b> Totals 11		\$6,543.92
	Fund <b>312 - Community Services</b> Totals 11		\$6,543.92
Fund <b>401 - Non-Reverting Telecom (S1146)</b>			
Department <b>25 - Telecommunications</b>			



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Vendor	Invoice Description	Payment Date	Invoice Amount
<b>Program 254000 - Infrastructure</b>			
<b>Account 53640 - Hardware and Software Maintenance</b>			
13482 - Northern Lights Locating & Inspection, INC	28-BDU Locating Services-January 2019	02/22/2019	2,500.00
	Account 53640 - Hardware and Software Maintenance Totals 1		\$2,500.00
<b>Account 54420 - Purchase of Equipment</b>			
5534 - Presidio Holdings, INC	28-Presidio Storage/Compute Infrastructure	02/22/2019	123,922.60
	Account 54420 - Purchase of Equipment Totals 1		\$123,922.60
	Program 254000 - Infrastructure Totals 2		\$126,422.60
<b>Program 256000 - Services</b>			
<b>Account 53150 - Communications Contract</b>			
203 - Indiana University	28-Special Circuits-January 2019	02/22/2019	65.00
	Account 53150 - Communications Contract Totals 1		\$65.00
<b>Account 54420 - Purchase of Equipment</b>			
5534 - Presidio Holdings, INC	28-Video Recorder Repair (Council Chamber)	02/22/2019	1,128.38
	Account 54420 - Purchase of Equipment Totals 1		\$1,128.38
	Program 256000 - Services Totals 2		\$1,193.38
	Department 25 - Telecommunications Totals 4		\$127,615.98
	Fund 401 - Non-Reverting Telecom (S1146) Totals 4		\$127,615.98
<b>Fund 450 - Local Road and Street(S0706)</b>			
<b>Department 20 - Street</b>			
<b>Program 200000 - Main</b>			
<b>Account 53520 - Street Lights / Traffic Signals</b>			
223 - Duke Energy	02-Tapp Rd-new ped signal-bill date 2/6/19	02/11/2019	1,434.52
223 - Duke Energy	02-420 E. 19th-HAWK signal-elec. chgs 1/3-2/1/19	02/11/2019	13.87
223 - Duke Energy	02-338 S. Washington-elec. & equip chgs-2/04/19	02/11/2019	1,808.61
	Account 53520 - Street Lights / Traffic Signals Totals 3		\$3,257.00
	Program 200000 - Main Totals 3		\$3,257.00
	Department 20 - Street Totals 3		\$3,257.00
	Fund 450 - Local Road and Street(S0706) Totals 3		\$3,257.00
<b>Fund 451 - Motor Vehicle Highway(S0708)</b>			



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Vendor	Invoice Description	Payment Date	Invoice Amount
<b>Department 20 - Street</b>			
<b>Program 200000 - Main</b>			
<b>Account 52420 - Other Supplies</b>			
409 - Black Lumber Co. INC	20-40# quikrete concrete gravel mix-4	02/22/2019	15.96
409 - Black Lumber Co. INC	20-80# quikrete concrete gravel mix-4 (return #391192)	02/22/2019	6.00
409 - Black Lumber Co. INC	20-anchors for bike racks on square	02/22/2019	18.90
409 - Black Lumber Co. INC	20-extension cord for #445	02/22/2019	29.97
409 - Black Lumber Co. INC	20-extension cord-truck #497	02/22/2019	29.97
409 - Black Lumber Co. INC	20-extension cords-truck #486	02/22/2019	15.99
313 - Fastenal Company	20-safety towels, gloves	02/22/2019	29.43
313 - Fastenal Company	20-safety towels, gloves, white spray paint	02/22/2019	32.38
19681 - Southeastern Equipment Co, INC	20-Hot Box Trailer-solvent tank, spare tire, strobes in fender	02/22/2019	1,145.00
<b>Account 52420 - Other Supplies Totals 9</b>			<b>\$1,323.60</b>
<b>Account 53130 - Medical</b>			
231 - Indiana University Health Bloomington, INC	20-T. Carroll-Drug screen DOT 5 Panel E screen	02/22/2019	45.00
231 - Indiana University Health Bloomington, INC	20-F. Love-Drug screen DOT 5 Panel E screen	02/22/2019	45.00
231 - Indiana University Health Bloomington, INC	20-S. McCoy-Drug screen DOT 5 Panel E screen	02/22/2019	45.00
<b>Account 53130 - Medical Totals 3</b>			<b>\$135.00</b>
<b>Account 53530 - Water and Sewer</b>			
208 - City Of Bloomington Utilities	19-Traffic Bldg-water/sewer bill-January 2019	02/11/2019	37.06
<b>Account 53530 - Water and Sewer Totals 1</b>			<b>\$37.06</b>
<b>Account 53630 - Machinery and Equipment Repairs</b>			
351 - Young Trucking, INC	20-Hauling Services for Paver & Milling Machine to Indy-1/9/2019	02/22/2019	600.00
<b>Account 53630 - Machinery and Equipment Repairs Totals 1</b>			<b>\$600.00</b>
<b>Account 53920 - Laundry and Other Sanitation Services</b>			
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-1/30/2019	02/22/2019	27.43
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-1/30/2019	02/22/2019	18.81
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-2/6/2019	02/22/2019	18.81
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-2/6/2019	02/22/2019	27.43
<b>Account 53920 - Laundry and Other Sanitation Services Totals 4</b>			<b>\$92.48</b>





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Vendor	Invoice Description	Payment Date	Invoice Amount
<b>Account 53950 - Landfill</b>			
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20-Disposal Fee-150 loads leave & 2 loads brush-January 2019	02/22/2019	3,040.00
	Account 53950 - Landfill Totals 1		\$3,040.00
<b>Account 53990 - Other Services and Charges</b>			
3472 - Lucity, INC	20-Project for Transmap Data conversion-1/31/2019	02/22/2019	1,812.50
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Two Way Radio Communication Serv-1/4/2019 BC 2018-120	02/22/2019	13,663.00
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Two Way Radio Communication Serv-1/4/2019 BC 2018-120	02/22/2019	3,370.00
5187 - Green Dragon Lawn Care, INC	20-snow/ice removal-walking paths-1/12 & 1/20/19 BC 2018-97	02/22/2019	2,710.00
6152 - K&S Rolloff, INC	20-Hauling Fees for Sweeper Dumps-1/15/2019	02/22/2019	150.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-1/8/2019	02/22/2019	150.00
	Account 53990 - Other Services and Charges Totals 6		\$21,855.50
	Program 200000 - Main Totals 25		\$27,083.64
	Department 20 - Street Totals 25		\$27,083.64
	Fund 451 - Motor Vehicle Highway(S0708) Totals 25		\$27,083.64
<b>Fund 452 - Parking Facilities(S9502)</b>			
<b>Department 26 - Parking</b>			
<b>Program 260000 - Main</b>			
<b>Account 43130 - Hourly Parking</b>			
Steve Chaplain	14-Morton St Garage-refund overpayment hourly parking	02/22/2019	23.75
	Account 43130 - Hourly Parking Totals 1		\$23.75
<b>Account 52110 - Office Supplies</b>			
394 - Kleindorfer Hardware & Variety	02-Pkg Garages-space heater for garage office	02/22/2019	72.99
	Account 52110 - Office Supplies Totals 1		\$72.99
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>			
6197 - CE Solutions, INC	02-Addendum #2 to Service Agreement for Morton St Garage	02/22/2019	5,687.50
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals 1		\$5,687.50
<b>Account 53530 - Water and Sewer</b>			
208 - City Of Bloomington Utilities	19-4th St Garage-water/sewer bill-January 2019	02/11/2019	38.91
208 - City Of Bloomington Utilities	19-Morton St Garage-water/sewer bill-January 2019	02/11/2019	27.48
	Account 53530 - Water and Sewer Totals 2		\$66.39



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Invoice Date Range 02/11/19 - 02/22/19

Vendor	Invoice Description	Payment Date	Invoice Amount
<b>Account 53650 - Other Repairs</b>			
6197 - CE Solutions, INC	26-Engineering Services for the Repair of 4th St Garage	02/22/2019	21,903.50
	Account 53650 - Other Repairs Totals 1		\$21,903.50
<b>Account 53840 - Lease Payments</b>			
512 - 7th & Walnut , LLC	02-Walnut St Garage-March 2019 garage rent	02/22/2019	18,759.98
3887 - Mercury Development Group, LLC	02-Morton St Garage-March 2019 garage rent	02/22/2019	36,405.49
	Account 53840 - Lease Payments Totals 2		\$55,165.47
<b>Account 53940 - Temporary Contractual Employee</b>			
5187 - Green Dragon Lawn Care, INC	02-Pkg Garages-Morton/Walnut/4th St-1/12 & 1/20/19 BC 2018-97	02/22/2019	2,620.00
	Account 53940 - Temporary Contractual Employee Totals 1		\$2,620.00
	Program 260000 - Main Totals 9		\$85,539.60
	Department 26 - Parking Totals 9		\$85,539.60
	Fund 452 - Parking Facilities(S9502) Totals 9		\$85,539.60
<b>Fund 454 - Alternative Transport(S6301)</b>			
<b>Department 26 - Parking</b>			
<b>Program 260000 - Main</b>			
<b>Account 52430 - Uniforms and Tools</b>			
54558 - The Uniform House, INC	26-shoe voucher G Rutherford	02/22/2019	80.99
	Account 52430 - Uniforms and Tools Totals 1		\$80.99
<b>Account 53310 - Printing</b>			
50680 - Biller Press & Manufacturing, INC	14-1,000 green 3.5X6.5 parking tickets	02/22/2019	308.70
	Account 53310 - Printing Totals 1		\$308.70
	Program 260000 - Main Totals 2		\$389.69
	Department 26 - Parking Totals 2		\$389.69
	Fund 454 - Alternative Transport(S6301) Totals 2		\$389.69
<b>Fund 522 - 2018 Parks Bicentennial (S1380)</b>			
<b>Department 06 - Controller's Office</b>			
<b>Program 060000 - Main</b>			
<b>Account 53830 - Bank Charges</b>			
5232 - The Huntington National Bank	06-Acceptance fee & Paying Agent Fee Parks 2018A	02/22/2019	1,000.00



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Vendor	Invoice Description	Payment Date	Invoice Amount
5232 - The Huntington National Bank	06-Parks District 2018B Admin Fee	02/22/2019	500.00
5232 - The Huntington National Bank	06-Parks Bond 2018C Admin Fee	02/22/2019	500.00
Account <b>53830 - Bank Charges</b> Totals 3			<u>\$2,000.00</u>
Program <b>060000 - Main</b> Totals 3			<u>\$2,000.00</u>
Department <b>06 - Controller's Office</b> Totals 3			<u>\$2,000.00</u>
Fund <b>522 - 2018 Parks Bicentennial (\$1380)</b> Totals 3			<u>\$2,000.00</u>
Fund <b>601 - Cum Cap Development(\$2391)</b>			
Department <b>02 - Public Works</b>			
Program <b>020000 - Main</b>			
Account <b>52330 - Street , Alley, and Sewer Material</b>			
50944 - Cargill Deicing Techno	20-de-icing salt-41.05 tons-2/6/19	BC 2018-63B 02/22/2019	3,875.53
50944 - Cargill Deicing Techno	20-de-icing salt-41.22 tons-2/4/2019	BC 2018-63B 02/22/2019	3,891.58
50944 - Cargill Deicing Techno	20-de-icing salt-304.78 tons-1/28/2019	BC 2018-63B 02/22/2019	28,774.26
50944 - Cargill Deicing Techno	20-de-icing salt-86.84 tons-1/25/2019	BC 2018-63B 02/22/2019	8,198.56
50944 - Cargill Deicing Techno	20-de-icing salt-137.16 tons-1/29/2019	BC 2018-63B 02/22/2019	12,949.28
50944 - Cargill Deicing Techno	20-de-icing salt-64.65 tons-1/31/2019	BC 2018-63B 02/22/2019	6,103.61
50944 - Cargill Deicing Techno	20-de-icing salt-206.09 tons-2/5/2019	BC 2018-63B 02/22/2019	19,456.95
50944 - Cargill Deicing Techno	20-de-icing salt-87.89 tons-2/1/2019	BC 2018-63B 02/22/2019	8,297.69
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals 8			<u>\$91,547.46</u>
Program <b>020000 - Main</b> Totals 8			<u>\$91,547.46</u>
Department <b>02 - Public Works</b> Totals 8			<u>\$91,547.46</u>
Fund <b>601 - Cum Cap Development(\$2391)</b> Totals 8			<u>\$91,547.46</u>
Fund <b>730 - Solid Waste (\$6401)</b>			
Department <b>16 - Sanitation</b>			
Program <b>160000 - Main</b>			
Account <b>52420 - Other Supplies</b>			
409 - Black Lumber Co. INC	16-supplies to replace mailbox 1521 E. Clairmont Place	02/22/2019	21.91
313 - Fastenal Company	16-safety supplies-gloves, safety glasses, mix sticks	02/22/2019	475.24
Account <b>52420 - Other Supplies</b> Totals 2			<u>\$497.15</u>
Account <b>53530 - Water and Sewer</b>			





# Board of Public Works Claim Register

Invoice Date Range 02/11/19 - 02/22/19

Vendor	Invoice Description	Payment Date	Invoice Amount
208 - City Of Bloomington Utilities	19-Sanitation-water/sewer bill-January 2019	02/11/2019	84.38
	Account <b>53530 - Water and Sewer</b> Totals 1		\$84.38
Account <b>53540 - Natural Gas</b>			
222 - Vectren	19-Sanitation-gas bill 1/03-2/04/19	02/11/2019	435.25
	Account <b>53540 - Natural Gas</b> Totals 1		\$435.25
Account <b>53920 - Laundry and Other Sanitation Services</b>			
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-2/6/19	02/22/2019	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-2/6/19	02/22/2019	4.62
	Account <b>53920 - Laundry and Other Sanitation Services</b> Totals 2		\$36.88
Account <b>53950 - Landfill</b>			
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-1/2-1/14/2019	02/22/2019	13,450.40
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	16-yard waste disposa (Christmas tree)I-1 load-1/9/2019 BC 2016-52	02/22/2019	25.00
	Account <b>53950 - Landfill</b> Totals 2		\$13,475.40
	Program <b>160000 - Main</b> Totals 8		\$14,529.06
	Department <b>16 - Sanitation</b> Totals 8		\$14,529.06
	Fund <b>730 - Solid Waste (S6401)</b> Totals 8		\$14,529.06
Fund <b>800 - Risk Management(S0203)</b>			
Department <b>10 - Legal</b>			
Program <b>100000 - Main</b>			
Account <b>52110 - Office Supplies</b>			
501 - Karl Clark (KC Designs)	10-printing letterhead-Legal/Human Rights/Risk Mgmnt/BPS	02/22/2019	130.00
3892 - Midwest Color Printing, INC	10 business cards oswalt INV 10453	02/22/2019	41.50
	Account <b>52110 - Office Supplies</b> Totals 2		\$171.50
Account <b>52430 - Uniforms and Tools</b>			
327 - Hoosier Workwear Outlet, INC	10 shoes Hoosier Workwear 350354	02/22/2019	100.00
327 - Hoosier Workwear Outlet, INC	10 shoes Hoosier Workwear 350251	02/22/2019	100.00
327 - Hoosier Workwear Outlet, INC	10 shoes Hoosier Work Wear Armstrong 35062	02/22/2019	100.00
1548 - Safety Shoe Distributors, INC	10 work shoes Winks Safety Shoe Distributors	02/22/2019	105.99
	Account <b>52430 - Uniforms and Tools</b> Totals 4		\$405.99
Account <b>53130 - Medical</b>			



# Board of Public Works Claim Register

Invoice Date Range 02/11/19 - 02/22/19

Vendor	Invoice Description	Payment Date	Invoice Amount
5916 - Phillip D Capps	10-reimb. physical exam for CDL 2019	02/22/2019	90.00
6716 - Rose M Harden	10-reimburse physical exam CDL 2019	02/22/2019	90.00
7567 - Wayne E Henderson	10-reimburse physical exam CDL 2019	02/22/2019	85.00
21499 - Jeffrey Keith Mitchner	10-reimburse physical exam for CDL 2019	02/22/2019	85.00
10122 - Dennis M Robertson	10-reimburse physical exam for CDL 2019	02/22/2019	90.00
5992 - Danny L Wall	10 CDL reimbursement Wall, Danny 2019	02/22/2019	85.00
Account <b>53130 - Medical</b> Totals 6			\$525.00
Account <b>53160 - Instruction</b>			
3560 - First Financial Bank / Credit Cards	10 risk training videos JJ Keller 9103656294	02/22/2019	415.74
259 - Indiana Association Of Cities & Towns (AIM)	10 two seimars 50813 MR seminar	02/22/2019	50.00
Account <b>53160 - Instruction</b> Totals 2			\$465.74
Account <b>53420 - Worker's Comp &amp; Risk</b>			
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-SIHO TTD- W. Porter- 201922	02/13/2019	236.86
Account <b>53420 - Worker's Comp &amp; Risk</b> Totals 1			\$236.86
Account <b>53990 - Other Services and Charges</b>			
1400 - The Tway Company, INC	10 inspection of rigging fee TWAY 35023	02/22/2019	200.00
Account <b>53990 - Other Services and Charges</b> Totals 1			\$200.00
Program <b>100000 - Main</b> Totals 16			\$2,005.09
Department <b>10 - Legal</b> Totals 16			\$2,005.09
Fund <b>800 - Risk Management(S0203)</b> Totals 16			\$2,005.09
Fund <b>801 - Health Insurance Trust</b>			
Department <b>12 - Human Resources</b>			
Program <b>120000 - Main</b>			
Account <b>53990 - Other Services and Charges</b>			
3977 - Cigna Health & Life Insurance Company	12-Cigna Dental & Vision Admin \$9,497.24	02/22/2019	2,184.00
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees	02/22/2019	1,808.14
Account <b>53990 - Other Services and Charges</b> Totals 2			\$3,992.14
Account <b>53990.1201 - Other Services and Charges Health Insurance</b>			
17785 - The Howard E. Nyhart Company, INC	12-Wellness Reimbursments \$4,526.40	02/12/2019	4,526.40
Account <b>53990.1201 - Other Services and Charges Health Insurance</b> Totals 1			\$4,526.40



# Board of Public Works Claim Register

Invoice Date Range 02/11/19 - 02/22/19

Vendor	Invoice Description	Payment Date	Invoice Amount
<b>Account 53990.1241 - Other Services and Charges Vision</b>			
3977 - Cigna Health & Life Insurance Company	12-Cigna Dental & Vision Admin \$9,497.24	02/22/2019	7,313.24
	<b>Account 53990.1241 - Other Services and Charges Vision Totals 1</b>		<b>\$7,313.24</b>
	<b>Program 120000 - Main Totals 4</b>		<b>\$15,831.78</b>
	<b>Department 12 - Human Resources Totals 4</b>		<b>\$15,831.78</b>
	<b>Fund 801 - Health Insurance Trust Totals 4</b>		<b>\$15,831.78</b>
<b>Fund 802 - Fleet Maintenance(\$9500)</b>			
<b>Department 17 - Fleet Maintenance</b>			
<b>Program 170000 - Main</b>			
<b>Account 52230 - Garage and Motor Supplies</b>			
50605 - Bauer Built, INC	17-casing credit	02/22/2019	(190.00)
50605 - Bauer Built, INC	17-stock tires	02/22/2019	3,178.68
4693 - Monroe County Tire & Supply, INC	17-parts return	02/22/2019	(383.80)
4693 - Monroe County Tire & Supply, INC	17-#938 tires	02/22/2019	1,522.24
4693 - Monroe County Tire & Supply, INC	17-#619/stock tires	02/22/2019	1,232.76
4693 - Monroe County Tire & Supply, INC	17-#856 tires	02/22/2019	657.12
	<b>Account 52230 - Garage and Motor Supplies Totals 6</b>		<b>\$6,017.00</b>
<b>Account 52240 - Fuel and Oil</b>			
4046 - Heritage-Crystal Clean, INC	17-stock a/f	02/22/2019	525.91
	<b>Account 52240 - Fuel and Oil Totals 1</b>		<b>\$525.91</b>
<b>Account 52310 - Building Materials and Supplies</b>			
394 - Kleindorfer Hardware & Variety	19-Fleet Maint-repair kit	02/22/2019	24.99
	<b>Account 52310 - Building Materials and Supplies Totals 1</b>		<b>\$24.99</b>
<b>Account 52320 - Motor Vehicle Repair</b>			
4336 - American Eagle Auto Glass of Terre Haute, INC	17 - #505 windshield repair	02/22/2019	235.00
4135 - Andy Mohr Truck Center	17-#959/stock air filters	02/22/2019	629.84
244 - Bloomington Ford, INC	17 - #495 grille	02/22/2019	254.65
244 - Bloomington Ford, INC	17 - P138 spark plugs, boots and gasket	02/22/2019	71.51
244 - Bloomington Ford, INC	17 - # 496 PCM	02/22/2019	990.73
244 - Bloomington Ford, INC	17-#883 mirror assy	02/22/2019	121.85





# Board of Public Works Claim Register

Invoice Date Range 02/11/19 - 02/22/19

Vendor	Invoice Description	Payment Date	Invoice Amount
244 - Bloomington Ford, INC	17-#202 key fob programming	02/22/2019	107.04
244 - Bloomington Ford, INC	17-#A156 remote module/wiring assy	02/22/2019	202.60
5481 - Bright Equipment, INC (BobCat of Indy)	17-stock fuel cap	02/22/2019	44.46
941 - Central Indiana Truck Equipment Corporation	17-#960/963 hyd tubes	02/22/2019	102.88
941 - Central Indiana Truck Equipment Corporation	17-#959/stock hyd filters	02/22/2019	204.80
4335 - Circle Distributing, INC	17-#645 blend door a/c	02/22/2019	51.10
4335 - Circle Distributing, INC	17-#645 defrost actuator	02/22/2019	20.18
5792 - Clark Truck Equipment Co., INC	17 - warren oiler tank	02/22/2019	68.15
455 - Industrial Service & Supply, INC	17-#430 male elbow	02/22/2019	5.83
796 - Interstate Battery System of Bloomington, INC	17-#735/stock batteries	02/22/2019	323.06
11672 - Jack Doheny Companies, INC	17 - #464 parts for street sweeper	02/22/2019	44.10
11672 - Jack Doheny Companies, INC	17 - #464 sweeper repair parts & Fuel tank partsa	02/22/2019	1,209.51
11672 - Jack Doheny Companies, INC	17-#464/stock sweeper parts	02/22/2019	581.07
4439 - JX Enterprises, INC	17-#444 fuel filters and labor	02/22/2019	36.85
4439 - JX Enterprises, INC	17-#444 fuel filters and labor	02/22/2019	36.85
4439 - JX Enterprises, INC	17-#431 compressor assy	02/22/2019	415.99
4439 - JX Enterprises, INC	17-#4221 clamp	02/22/2019	44.07
4439 - JX Enterprises, INC	17-#421 camshaft and oil seal	02/22/2019	229.96
4439 - JX Enterprises, INC	17-#4221 flex pipe	02/22/2019	249.99
4439 - JX Enterprises, INC	17-#455 brake switch	02/22/2019	30.99
4439 - JX Enterprises, INC	17-core credits	02/22/2019	(660.97)
4439 - JX Enterprises, INC	17-#444 mirror	02/22/2019	87.86
4474 - Ken's Westside Service & Towing, LLC	17-#962 tow to m&k	02/22/2019	442.00
394 - Kleindorfer Hardware & Variety	17-#431 frank	02/22/2019	8.80
2974 - MacAllister Machinery Co, INC	17-#430 seal and oring	02/22/2019	30.51
4693 - Monroe County Tire & Supply, INC	17-#442/stk bolts and orings	02/22/2019	64.94
16069 - Palmer Trucks, INC	17-#427 radiator	02/22/2019	758.38
16069 - Palmer Trucks, INC	17-#466 diagnose hyd leak-labor & parts	02/22/2019	70.90
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - oil drain caddy and jacks, misc parts for January	02/22/2019	5,004.57
54351 - Sternberg, INC	17-#938 pins	02/22/2019	80.24



# Board of Public Works Claim Register

Invoice Date Range 02/11/19 - 02/22/19

Vendor	Invoice Description	Payment Date	Invoice Amount
6216 - Terminal Supply, INC	17-stock lighting/hardware	02/22/2019	328.09
6216 - Terminal Supply, INC	17-stock lighting/hardware	02/22/2019	306.35
582 - Town & Country Chrysler Dodge Jeep, INC	17-#815 ignition cylinder	02/22/2019	109.60
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#4211 fan clutch	02/22/2019	1,185.40
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#426 block heater and cable	02/22/2019	106.92
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#430 core return	02/22/2019	(1,225.59)
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#430 air brake compressor	02/22/2019	1,934.72
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#4211 parking brake valve	02/22/2019	161.82
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-core return credit	02/22/2019	(675.00)
622 - Truck Country of Indiana, INC (Stoops Freightliner	28-#4211 turn signal switch	02/22/2019	280.93
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-core return (17335)	02/22/2019	(500.00)
4606 - Truck Service, INC	17 - springs and ubolt assy	02/22/2019	121.96
4606 - Truck Service, INC	17 - springs and ubolt assy	02/22/2019	997.98
4398 - TruckPro Holding Corporation	17 - #659 starter	02/22/2019	399.97
2096 - West Side Tractor Sales CO.	17-#456 filters	02/22/2019	312.62
2096 - West Side Tractor Sales CO.	17-#656 filter and orings	02/22/2019	148.33
2096 - West Side Tractor Sales CO.	17-#656 starter	02/22/2019	687.66
2096 - West Side Tractor Sales CO.	17-#648 seal kits and packing	02/22/2019	879.43
2096 - West Side Tractor Sales CO.	17-#735 filters	02/22/2019	55.22
2096 - West Side Tractor Sales CO.	17-parts return (po 17283)	02/22/2019	(69.79)
Account <b>52320 - Motor Vehicle Repair</b> Totals 56			\$17,746.91
Account <b>52420 - Other Supplies</b>			
4918 - HELM, INC	17 - Ford IDS software	02/22/2019	650.00
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - oil drain caddy and jacks, misc parts for January	02/22/2019	909.97
54351 - Sternberg, INC	17 - International software	02/22/2019	1,200.00
Account <b>52420 - Other Supplies</b> Totals 3			\$2,759.97
Account <b>53130 - Medical</b>			
231 - Indiana University Health Bloomington, INC	17 - DOT screening B. Hash	02/22/2019	40.00
Account <b>53130 - Medical</b> Totals 1			\$40.00
Account <b>53530 - Water and Sewer</b>			



# Board of Public Works Claim Register

Invoice Date Range 02/11/19 - 02/22/19

Vendor	Invoice Description	Payment Date	Invoice Amount
208 - City Of Bloomington Utilities	19-Fleet Maint-water/sewer bill-January 2019	02/11/2019	104.18
Account <b>53530 - Water and Sewer</b> Totals 1			\$104.18
Account <b>53620 - Motor Repairs</b>			
244 - Bloomington Ford, INC	17- # 689 diagnostic work	02/22/2019	705.00
244 - Bloomington Ford, INC	17-#203 diagnostics	02/22/2019	121.00
244 - Bloomington Ford, INC	17-#202 key fob programming	02/22/2019	68.00
4439 - JX Enterprises, INC	17-#444 fuel filters and labor	02/22/2019	40.37
4439 - JX Enterprises, INC	17-#444 fuel filters and labor	02/22/2019	31.13
16069 - Palmer Trucks, INC	17-#466 diagnose hyd leak-labor & parts	02/22/2019	763.24
6476 - Samuel D Wray (Wray Automotive)	17-#134 alignment/tie rod	02/22/2019	166.41
Account <b>53620 - Motor Repairs</b> Totals 7			\$1,895.15
Account <b>53920 - Laundry and Other Sanitation Services</b>			
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels	02/22/2019	15.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels	02/22/2019	66.70
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels	02/22/2019	15.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels	02/22/2019	72.94
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals 4			\$171.42
Program <b>170000 - Main</b> Totals 80			\$29,285.53
Department <b>17 - Fleet Maintenance</b> Totals 80			\$29,285.53
Fund <b>802 - Fleet Maintenance(\$9500)</b> Totals 80			\$29,285.53
Fund <b>804 - Insurance Voluntary Trust</b>			
Department <b>12 - Human Resources</b>			
Program <b>120000 - Main</b>			
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b>			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2019	02/11/2019	583.19
17785 - The Howard E. Nyhart Company, INC	12-City URM 2019	02/11/2019	1,159.03
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2019	02/11/2019	310.29
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical City	02/12/2019	28.05
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical City	02/12/2019	55.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2019	02/13/2019	354.35





# Board of Public Works Claim Register

Invoice Date Range 02/11/19 - 02/22/19

Vendor	Invoice Description	Payment Date	Invoice Amount
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City Totals</b> 6			\$2,489.91
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util</b>			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2019	02/11/2019	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2019	02/11/2019	222.10
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical City	02/12/2019	10.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2019	02/13/2019	71.06
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util Totals</b> 4			\$328.16
Program <b>120000 - Main Totals</b> 10			\$2,818.07
Department <b>12 - Human Resources Totals</b> 10			\$2,818.07
Fund <b>804 - Insurance Voluntary Trust Totals</b> 10			\$2,818.07
Fund <b>978 - City 2016 GO Bond Proceeds</b>			
Department <b>06 - Controller's Office</b>			
Program <b>06016C - 2016 C Jackson Trail</b>			
Account <b>54310 - Improvements Other Than Building</b>			
16 - Butler, Fairman & Seufert, INC	13-Jackson Creek Trail PH 2-services 12/1-12/31/2018	BC 2019-11 02/22/2019	13,500.00
Account <b>54310 - Improvements Other Than Building Totals</b> 1			\$13,500.00
Program <b>06016C - 2016 C Jackson Trail Totals</b> 1			\$13,500.00
Department <b>06 - Controller's Office Totals</b> 1			\$13,500.00
Fund <b>978 - City 2016 GO Bond Proceeds Totals</b> 1			\$13,500.00
310			\$575,027.97



# Board of Public Works Claim Register

Invoice Date Range 01/27/19 - 01/27/19

Bank Fees for December 2019

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (50101)</b>										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	06-DecBankFees18	06-Dept December Bank Fees	Paid by EFT # 27409		01/27/2019	01/27/2019	01/27/2019		01/27/2019	5.00
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$5.00
Program 010000 - Main Totals								Invoice Transactions 1		\$5.00
Department 01 - Animal Shelter Totals								Invoice Transactions 1		\$5.00
Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	06-DecBankFees18	06-Dept December Bank Fees	Paid by EFT # 27409		01/27/2019	01/27/2019	01/27/2019		01/27/2019	3.34
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$3.34
Program 020000 - Main Totals								Invoice Transactions 1		\$3.34
Department 02 - Public Works Totals								Invoice Transactions 1		\$3.34
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	06-DecBankFees18	06-Dept December Bank Fees	Paid by EFT # 27409		01/27/2019	01/27/2019	01/27/2019		01/27/2019	5.00
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$5.00
Program 060000 - Main Totals								Invoice Transactions 1		\$5.00
Department 06 - Controller's Office Totals								Invoice Transactions 1		\$5.00
Department 13 - Planning										
Program 130000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	06-DecBankFees18	06-Dept December Bank Fees	Paid by EFT # 27409		01/27/2019	01/27/2019	01/27/2019		01/27/2019	5.00
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$5.00
Program 130000 - Main Totals								Invoice Transactions 1		\$5.00
Department 13 - Planning Totals								Invoice Transactions 1		\$5.00
Fund 101 - General Fund (50101) Totals								Invoice Transactions 4		\$18.34
<b>Fund 452 - Parking Facilities(59502)</b>										
Department 26 - Parking										
Program 260000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	26-GrgFeeDec18	26-Garage Bank Fees Dec 2018	Paid by EFT # 27411		01/27/2019	01/27/2019	01/27/2019		01/27/2019	338.10
	26-AdtGrgFeeDec	26-Verifone Charge for Garage Dec	Paid by EFT # 27412		01/27/2019	01/27/2019	01/27/2019		01/27/2019	99.99
Account 53830 - Bank Charges Totals								Invoice Transactions 2		\$438.09
Program 260000 - Main Totals								Invoice Transactions 2		\$438.09
Department 26 - Parking Totals								Invoice Transactions 2		\$438.09
Fund 452 - Parking Facilities(59502) Totals								Invoice Transactions 2		\$438.09
Grand Totals								Invoice Transactions 6		\$456.43



# Board of Public Works Claim Register

Invoice Date Range 02/06/19 - 02/08/19

Utilities

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>										
Department 02 - Public Works										
Program 020000 - Main										
Account 53210 - Telephone										
1079 - AT&T	812R08178801-19	02-Radio circuits-phone charges 12/29/18-	Paid by Check # 69118		02/06/2019	02/06/2019	02/06/2019		02/08/2019	180.64
Account 53210 - Telephone Totals								Invoice Transactions 1		\$180.64
Program 020000 - Main Totals								Invoice Transactions 1		\$180.64
Department 02 - Public Works Totals								Invoice Transactions 1		\$180.64
Fund 101 - General Fund (S0101) Totals								Invoice Transactions 1		\$180.64
<b>Fund 401 - Non-Reverting Telecom (S1146)</b>										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 53750 - Rentals - Other										
12283 - Smithville Communications	401NMRTN-020119	28-401 N Morton/ACC-internet charges-2/1-	Paid by Check # 69132		02/06/2019	02/06/2019	02/06/2019		02/08/2019	1,614.27
Account 53750 - Rentals - Other Totals								Invoice Transactions 1		\$1,614.27
Program 254000 - Infrastructure Totals								Invoice Transactions 1		\$1,614.27
<b>Program 256000 - Services</b>										
Account 53150 - Communications Contract										
12283 - Smithville Communications	401NMRTN-020119	28-401 N Morton/ACC-internet charges-2/1-	Paid by Check # 69132		02/06/2019	02/06/2019	02/06/2019		02/08/2019	1,136.00
Account 53150 - Communications Contract Totals								Invoice Transactions 1		\$1,136.00
Program 256000 - Services Totals								Invoice Transactions 1		\$1,136.00
Department 25 - Telecommunications Totals								Invoice Transactions 2		\$2,750.27
Fund 401 - Non-Reverting Telecom (S1146) Totals								Invoice Transactions 2		\$2,750.27
<b>Fund 450 - Local Road and Street(S0706)</b>										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	69103921015-1/19	02-W. Howe & W. 3rd-street light elec. chqs-	Paid by Check # 69123		02/06/2019	02/06/2019	02/06/2019		02/08/2019	2,082.00
223 - Duke Energy	55403921016-1/19	02-Sunflower & Petal Ct-street light elec. chqs-	Paid by Check # 69124		02/06/2019	02/06/2019	02/06/2019		02/08/2019	4,712.80
223 - Duke Energy	20703920013-1/19	02-1101 W. Tapp Rd-traffic signal elec. chqs-	Paid by Check # 69125		02/06/2019	02/06/2019	02/06/2019		02/08/2019	12.74
223 - Duke Energy	34703920014-1/19	02-1101 W. Tapp Rd-traffic signal elec. chqs-	Paid by Check # 69126		02/06/2019	02/06/2019	02/06/2019		02/08/2019	38.01
223 - Duke Energy	03003920010-1/19	02-642 N Madison-street light elec. chqs-12/26/18-	Paid by Check # 69127		02/06/2019	02/06/2019	02/06/2019		02/08/2019	137.31
223 - Duke Energy	12403886015-1/19	02-912 S. Walnut-crosswalk-elec. chqs	Paid by Check # 69128		02/06/2019	02/06/2019	02/06/2019		02/08/2019	12.13
223 - Duke Energy	91403886012-1/19	02-420 W. 4th St-crosswalk-elec. chqs	Paid by Check # 69129		02/06/2019	02/06/2019	02/06/2019		02/08/2019	9.13
223 - Duke Energy	18003894017-1/19	02-Various street light locations-elec. chqs-	Paid by Check # 69130		02/06/2019	02/06/2019	02/06/2019		02/08/2019	.21
223 - Duke Energy	95803918016-1/19	02-Gentry Cr-street light elec. chqs-1/30/19	Paid by Check # 69131		02/06/2019	02/06/2019	02/06/2019		02/08/2019	263.68
223 - Duke Energy	81603883012-1/19	02-Sunflower & Countryside-street light	Paid by Check # 69120		02/06/2019	02/06/2019	02/06/2019		02/08/2019	4.02
Account 53520 - Street Lights / Traffic Signals Totals								Invoice Transactions 10		\$7,272.03
Program 200000 - Main Totals								Invoice Transactions 10		\$7,272.03
Department 20 - Street Totals								Invoice Transactions 10		\$7,272.03
Fund 450 - Local Road and Street(S0706) Totals								Invoice Transactions 10		\$7,272.03
Grand Totals								Invoice Transactions 22		\$10,202.94



## REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/27/2019	Bank Fees				456.43
2/22/2019	Claims				575,027.97
2/8/2019	Special Utility Claims				10,202.94
	Month Of January HSA/WorkComp/MT & Gym/CIGNA				
	Sales Tax For October 2018				
					<u>585,687.34</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 \$ 585,687.34

Dated this 19 day of February year of 20 19.

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Beth H. Hollingsworth, Vice-President

\_\_\_\_\_  
Dana Palazzo, Secretary

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 \_\_\_\_\_