

Board of Public Works Meeting

April 2, 2019



AGENDA
BOARD OF PUBLIC WORKS
April 2, 2019

A Regular Meeting of the Board of Public Work to be held Tuesday April 2, 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 VI ENFORCEMENT

1. Permission to Abate Parcel # 53-08-01-300-003.001-009, Northeast Corner of Smith Road and Moores Pike

IV. CONSENT AGENDA

1. Approve Minutes 3-19-19
2. Approve 2019 Food Truck Fridays presented by The Chocolate Moose on Maker Way in the Trades District
3. Resolution 2019 – 23: Approve Renewal of Mobile Vendor to Operate in the Public Right of Way (Limestone BBQ)
4. Resolution 2019 – 29: Approve Renewal of Mobile Vendor to Operate in the Public Right of Way (La Poblana)
5. Resolution 2019 – 30: Approve Request From the Planning & Transportation Department to Dispose of Surplus Property Owned by the City of Bloomington
6. Approve Noise Permit for Bloomington High School North, NorthStock Music Festival (Friday, May 10th)
7. Resolution 2019 – 32: Approve Spring Cleanup & Potluck Block Party in the Eastern Heights Neighborhood (Saturday, April 27th)
8. Approve Addendum #1 to the 2018 Deicing Materials Contract with Cargill
9. Approve Outdoor Lighting Agreements with Duke Energy on N. Fee Lane & E. 10th Street
10. Approve Service Contract with City Lawn, LLC for Mowing, Vegetation Removal and Turf Maintenance Services
11. Approve Service Contract with Wylie's Floor Covering, Inc. for Maintenance and Repair of Flooring, Carpeting, and Base Moldings
12. Approve Service Contract with Bruce Home Improvements, Inc. for Maintenance and Repair of Overhead Doors and Associated Equipment
13. Approve Payroll

V. NEW BUSINESS

1. Resolution 2019 – 31: Approve Use of Public Right of Way for 2019 Pridefest Bloomington
2. Approve Electric Scooter Interim Operating Agreement with Skinny Labs, Inc., dba Spin
3. Approve Conveyance of City Surplus Real Property at Switchyard Park
4. Approve Awarding of Contract for Downtown Curb Ramp Improvements Project Phase II to Groomer Construction
5. Approve Request from Crider & Crider for Temporary Road Closures on N. Range Rd. (Monday, April 15th – Wednesday, May 15th)
6. Approve Request from Crider & Crider for Temporary Road Closures on Old N. SR 37
7. Approve Request from Duke Energy for Lane Closure Extension on N. Smith Rd. (Monday, April 1st – Wednesday May 1st)
8. Approve Acceptance of Patterson Park Phase III Final Plat
9. Approve Acceptance of Showers Office and Research Center Amendment #1 Final Plat
10. Approve Replacement of Gen II Belts in Morton Street Parking Garage Elevator
11. Approve Awarding of Contract for the Morton Street Parking Garage Repair to The Blakley Corporation
12. Approve Awarding of Contracts for Acceptance of Yard Waste and Vacuumed Leaves to Green Earth Recycling & Composting

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

Staff Report

To: Board of Public Works

From: Norman Mosier

Date: March 28, 2019

Re: Request to Abate property at Smith Road & Moore's Pike, Bloomington, IN

Attachments:

1. Notice of Violation Issued on 01/09, 02/13, 03/13/2019
2. Photograph(s) of the property
3. Proposed BPW Order and Proposed BPW Notice of Order

Facts:

1. Bloomington Municipal Code 6.06.020 makes it unlawful “for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.”
2. On 01/09, 02/13, 03/13/2019, Neighborhood Compliance Officer Norman Mosier inspected the property located at Smith Road & Moore's Pike, Bloomington, IN, 015W1/2 SW 1-8-148.00A; PLAT 17; ANNEXED 3-1-04 FROM 014-16860-00 (Hereinafter the “Property”) and issued Notices of Violation GARBAGE in violation of BMC 6.06.020 (Hereinafter the “NOV”).
3. All NOV were issued to Huntington, Thomas A. Trust: C/O Old National Bank 2801 E. Buick/Cadillac Blvd. Bloomington, IN. 47401 (Hereinafter the “Owner”) because it is the Owner of the Property which is in violation of BMC 6.06.020 in that it has garbage on the property.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with 6.06.070(b).
6. Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC 6.06.080(b).

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Garbage remains thrown, placed and scattered on the property. The property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible.

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS ORDER OF ABATEMENT

(Garbage, Recyclable Materials, Yard Waste)

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this ORDER OF ABATEMENT for the property located at Smith Road & Moore's Pike, Bloomington, IN, 015W1/2 SW 1-8-148.00A; PLAT 17; ANNEXED 3-1-04 FROM 014-16860-00 (Hereinafter referred to as the "Property").

This ORDER OF ABATEMENT allows the City of Bloomington, via its employees and/or a third-party private contractor hired by the City of Bloomington, to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this ORDER OF ABATEMENT allows the City of Bloomington, via its employees and/or a third-party contractor hired by the City of Bloomington, to enter onto the Property to remove any and all garbage, recyclable materials, or yard waste located upon the Property.

In accordance with City of Bloomington Municipal Code Section 6.06.090 once the abatement is completed the Owner of the Property shall be billed for all associated costs. The Owner of the Property shall have ten days from the date the invoice is mailed to remit payment in full. If the Owner of the Property fails to pay the invoice in full within the requisite ten days, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for this property.

So Ordered this 2nd Day April, 2019.

**Kyla Cox Deckard, President
Bloomington Board of Public Works**

City of Bloomington's Board of Public Works

Order Of Abatement for NOV

(garbage)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued 01/09, 02/13, 03/13/2019 (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, April 2, 2019.

The Board of Public Works now finds as follows:

1. The Thomas A. Huntington Trust (Hereinafter the "Owner") owns the real estate located at Smith Road & Moore's Pike, Bloomington, IN, 015W1/2 SW 1-8-148.00A; PLAT 17; ANNEXED 3-1-04 FROM 014-16860-00 (Hereinafter the "Property").
2. On 01/09, 02/13, 03/13/2019, Norman Mosier, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing garbage on the Property, in violation of BMC 6.06.020.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violations cited in the NOV were not remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders as follows:

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. Public Works shall notify the Owner of this Order and HAND shall post the Order and Notice of Abatement on the Property at the time of abatement.

So Ordered this 2nd Day of April, 2019.

Kyla Cox Deckard, President
Board of Public Works
City of Bloomington

All appeals from the board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.



Notice of Violation

**Housing & Neighborhood
Development Department (HAND)**
P.O. Box 100
401 N. Morton Street
Bloomington, IN 47402
www.bloomington.in.gov/hand/

Date 1-9-19 Time 4:30 Address/location (FARM FIELD) S, SMITH RD. 47401

Issued by: 207

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

Fine Due: \$15.00 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

✓ BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 42191

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: REMOVE ALL SCATTERED TRASH ALONG SMITH RD. OR FINES WILL BE FORTHCOMING

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND."** All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

THOMAS A TRUPT, MONROE
 Owner Name BANK TRUSTEE
610 OLD NATIONAL BANK
 Address 2801 E. BUICK CADILLAC BLVD.
 City BLGTN. State IN.
 Zip Code 47401

Agent Name _____
 Address _____
 City _____ State _____
 Zip Code _____

BPW: _____

Mail Copies To: Resident: _____ Owner: Agent: _____



Notice of Violation

Housing & Neighborhood Development Department (HAND)
P.O. Box 100
401 N. Morton Street
Bloomington, IN 47402
www.bloomington.in.gov/hand/

SMITH + MOORE PIKE

Date 2-13-19 Time 4:00 Address/location S. SMITH RD. (FARM FIELD) 4241

Issued by: 207

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

Fine Due: \$15.00 **Warning (No fine due at this time)** **Ticket#** _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due: \$50 **\$100** **\$150** **Warning (No fine due at this time)** **Ticket#** 42410

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

Fine Due: \$50 **\$100** **\$150** **Warning (No fine due at this time)** **Ticket#** _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: REMOVE ALL SCATTERED TRASH ALONG EAST SIDE OF S. SMITH RD. LENGTH OF FIELD OR FINES WILL INCREASE UNTIL PROPERTY IS IN COMPLIANCE.

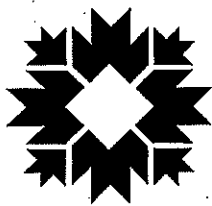
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2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name THOMAS HUNTINGTON TRUST
C/O OLD NATIONAL TRUST
Address 2801 E BUICK CADILLAC BLVD
City BLOOMINGTON State IN
Zip Code 47401

Agent Name _____
Address _____
City _____ State _____
Zip Code _____

BPW: _____

Mail Copies To: Resident: _____ Owner: Agent: _____



Notice of Violation

Housing & Neighborhood
 Development Department (HAND)
 P.O. Box 100
 401 N. Morton Street
 Bloomington, IN 47402
 www.bloomington.in.gov/hand/

(FARM FIELD)

Date 3-1-19 Time 11:00 Address/location S. SMITH RD. 47401

Issued by: 207

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

Fine Due: \$15.00 **Warning (No fine due at this time)** **Ticket#** _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

✓ BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

✓ **Fine Due: \$50** **\$100** **\$150** **Warning (No fine due at this time)** **Ticket#** 42608

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

Fine Due: \$50 **\$100** **\$150** **Warning (No fine due at this time)** **Ticket#** _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: REMOVE ALL SCATTERED TRASH ALONG SMITH RD. LENGTH OF FIELD, OR FINES WILL INCREASE UNTIL PROPERTY IS IN COMPLIANCE.

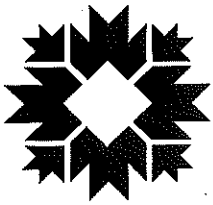
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2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

THOMAS A TRUST, MONROE BANK TRUSTEE
 Owner Name YO OLD NATIONAL BANK
 Address 2801 E. BUICK-CADILLAC BLVD
 City BLOGTN. State IN.
 Zip Code 47401

Agent Name _____
 Address _____
 City _____ State _____
 Zip Code _____

BPW: _____

Mail Copies To: Resident: _____ Owner: Agent: _____



Notice of Violation

Housing & Neighborhood
Development Department (HAND)
P.O. Box 100
401 N. Morton Street
Bloomington, IN 47402
www.bloomington.in.gov/hand/

Date 3-13-19 Time 4:00 Address/location (FARM FIELD) S. SMITH RD. 47401

Issued by: 207

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

Fine Due: \$15.00 **Warning (No fine due at this time)** **Ticket#** _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 42624

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: REMOVE ALL SCATTERED TRASH ALONG SMITH RD, LENGTH OF FIELD OR PROPERTY WILL BE ABATED.

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND."** All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

THOMAS A TRUST, MONROE BANK TRUSTEE
Owner Name C/O OLD NATIONAL BANK TRUST
Address 2801 E. BUICK/CADILLAC BLVD.
City BLGTN. **State** IN.
Zip Code 47401

Agent Name _____
Address _____
City _____ **State** _____
Zip Code _____

BPW: ✓ 4-2-19

Mail Copies To: Resident: _____ Owner: ✓ Agent: _____



**City of Bloomington
Housing and Neighborhood Development**

BOARD OF PUBLIC WORKS MEETING

If the ordinance violation(s) noted on the attached ticket is not remedied, the City of Bloomington Housing and Neighborhood Development (“HAND”) department will seek authority from the Board of Public Works to enter the property and remedy the violation(s). HAND has the authority to bring the property into compliance itself or HAND may hire a private third-party contractor to bring the property into compliance. If the Board of Public Works authorizes HAND to remedy the violation, then HAND will enter the property and abate the violation(s). The property owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the property owner does not timely reimburse the City, then the costs of abatement will be assessed as a lien against your property, and will be recovered through procedures provided for by Indiana statute.

HAND will seek Board of Public Works authorization for remediation/abatement of this violation at the meeting to be held at **5:30 P.M. in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404** on the following date: **Tuesday April 2nd, 2019.**

You may appear at the Board of Public Works hearing to speak on the matter.

Fines are not appealed at this meeting, only abatement.





The Board of Public Works meeting was held on Tuesday, March 19, 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

ROLL CALL

City Staff: Christina Smith – Public Works
Adam Wason – Public Works
Michael Large – Public Works
Melissa Hirtzel – Public Works
JD Boruff – Public Works
Jackie Moore – City Legal
Dan Backler – Planning and Transportation
Norman Mosier – Housing and Neighborhood
Development
Neil Kopper – Planning and Transportation

Beth H. Hollingsworth commented that the first day of spring is tomorrow.

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

Cox Deckard opened the sealed bids for the Downtown Curb Ramp Improvements Phase II Project. Bids were received from the following companies:

**OPEN SEALED BIDS &
QUOTES**

Groomer Construction, Inc. - \$461,081.04

Milestone Contractors, L.P. - \$466,500.00

E&B Paving, Inc. - \$617,900.00

Staff will review the bids and bring a recommendation back to the Board at a later meeting date.

TITLE IV
ENFORCEMENT

Norman Mosier, Housing and Neighborhood Development, presented Permission to Abate Property at 1426 W. 15th Street. See meeting packet for details.

**Permission to Abate
Property at 1426 W. 15th
Street**

Board Comments: Hollingsworth asked when this property was last ticketed. Mosier said just today. He confirmed he has not received a response from the owner. Adam Wason, Public Works, asked if they had tried reaching out to the listing agent of the property. Mosier said he wasn't sure if someone else has, but he will check on that.

Hollingsworth made a motion to approve Permission to Abate Property at 1426 W. 15th Street. Palazzo Seconded. Motion is passed.

Norman Mosier, Housing and Neighborhood Development, presented Permission to Abate Property at 3789 E. McCracken Way. See meeting packet for details.

**Permission to Abate
Property at 3789 E.
McCracken Way**

Hollingsworth made a motion to approve Permission to Abate Property at 3789 E. McCracken Way. Palazzo Seconded. Motion is passed.

CONSENT AGENDA

1. **Approve Minutes 3-5-19**
2. **Approve Noise Permit for Prayer For Life Walk
(Thursday, April 11th)**
3. **Approve Street Closure for 2019 Bloomington Street
Fair (Sunday, April 28th)**
4. **Resolution 2019-24: Approve Street Closure for Arts
Fair on The Square (Saturday, June 22nd)**
5. **Resolution 2019-25: Approve Street Closure for Bike to
Work Day After Party (Friday, May 17th)**
6. **Resolution 2019-26: Approve Street Closure for WIUX
Culture Shock Event (Saturday, April 20th)**
7. **Approve Temporary Closure of Right-Of-Way on SR
45/46 at the Range Road Intersection Project**
8. **Approve Acquisition from Parcel Owned by
Glick Arlington Park, LLC for W. 17th
Reconstruction and Multiuse Path Project**

9. **Approve Service Contract with Air-Master Heating and AC for HVAC Repairs**
10. **Approve Service Contract with Economy Termite & Pest Control, Inc. for Pest Control Services**
11. **Approve Service Contract with Spartan Mechanical, LLC for HVAC Repair and Maintenance**
12. **Approve Payroll**

Hollingsworth made a motion to approve the items on the consent agenda. Palazzo seconded the motion. Motion is passed. Consent agenda is approved.

NEW BUSINESS

Wason presented to Approve Contract with Lucity Software Inc., for Fleet Asset Management Software. See meeting packet for details.

Approve Contract with Lucity Software Inc., for Fleet Asset Management Software

Board Comments: Hollingsworth asked if this would be funded by Fleet Management. Wason confirmed. Wason went on to say they budgeted more for this software but ended up coming in to a lower price. Because of this, they are able to utilize the funding for other projects. Palazzo needed clarification on if we were currently using Lucity. Wason confirmed that we currently do. He gave background on the software. With this contract, it will minimize time spent on work orders and reports.

Hollingsworth asked if there will be a maintenance fee. Wason said there will be an annual fee. Cox Deckard touched on the fees with Wason.

Hollingsworth made a motion to Approve Contract with Lucity Software Inc., for Fleet Asset Management Software. Palazzo seconded. Contract is approved.

Approve Addendum #1 for the Kirkwood Maintenance and Downtown Alleys Projects with Eagle Ridge Civil Engineering Services, LLC

Neil Kopper, Planning and Transportation, presented to Approve Addendum #1 for the Kirkwood Maintenance and Downtown Alleys Projects with Eagle Ridge Civil Engineering Services, LLC. See meeting packet for details.

Palazzo made a motion to Approve Addendum #1 for the Kirkwood Maintenance and Downtown Alleys Projects with Eagle Ridge Civil Engineering Services, LLC. Hollingsworth seconded. Motion is passed.

Kopper presented Resolution 2019-27: Approve Public Need of Right-of-Way Acquisition for the 17th/Dunn Traffic Signal Replacement Project. See meeting packet for details.

Board Comments: Hollingsworth asked Kopper what he meant by geometric improvements. Kopper said currently the intersection has no cross walk or curb ramps for the pedestrians. There is also no left turn lane for traffic. With the new improvements they would add a cross walk, curb ramp, and left turn lane.

Hollingsworth made a motion to Approve Resolution 2019-27: Approve Public Need of Right-of-Way Acquisition for the 17th/Dunn Traffic Signal Replacement Project. Palazzo seconded. Motion is passed.

Kopper presented Approve Addendum #1 for Preliminary Engineering Services for the 17th/Dunn and 17th/Madison/Kinser Traffic Signal Replacement Projects. See meeting packet for details.

Board Comments: Hollingsworth asked if the traffic signals have the ability with emergency vehicles to change the traffic flow. Kopper said many of them do, mostly with the fire department. Palazzo wanted to mention how helpful the timeline was on Kopper's staff report.

Palazzo made a motion to Approve Addendum #1 for Preliminary Engineering Services for the 17th/Dunn and 17th/Madison/Kinser Traffic Signal Replacement Projects. Hollingsworth seconded. Motion is passed.

Dan Backler, Planning and Transportation, presented Resolution 2019-28: Approve Right-of-Way Encroachment at 868 S. Woodcrest Drive. See meeting packet for details.

**Resolution 2019-27:
Approve Public Need of
Right-of-Way Acquisition
for the 17th/Dunn Traffic
Signal Replacement
Project**

**Approve Addendum #1
for Preliminary
Engineering Services for
the 17th/Dunn and
17th/Madison/Kinser
Traffic Signal
Replacement Projects**

**Resolution 2019-28:
Approve Right-of-Way
Encroachment at 868 S.
Woodcrest Drive**

Board Comments: Hollingsworth stated she drove by the property and said this is a significant project that needs to be done.

Palazzo made a motion to Approve Resolution 2019-28: Approve Right-of-Way Encroachment at 868 S. Woodcrest Drive. Hollingsworth seconded. Motion is passed.

Wason presented to Approve Settlement Agreement and Dedication of Right-of-Way at West 1st Street and Euclid Avenue. See meeting packet for details.

Board Comments: Cox Deckard asked if the City was maintaining the Right-of-Way. Wason confirmed and said he will come back to a future meeting date with some encroachment agreements.

Hollingsworth made a motion to Approve Settlement Agreement and Dedication of Right-of-Way at West 1st Street and Euclid Avenue. Palazzo seconded. Motion is passed.

JD Boruff, Public Works, presented to Approve Service Contract with Wylie’s Floor Covering, Inc. for Installation of Flooring at Fire Station #1. See meeting packet for details.

Hollingsworth made a motion to Approve Service Contract with Wylie’s Floor Covering, Inc. for Installation of Flooring at Fire Station #1. Palazzo seconded. Motion is passed.

Wason said last week was a quiet week in Bloomington. They were able to get quite a lot of street sweeping done with less traffic. Wason states work will pick up with the sanitation department due to spring coming up. A lot of downtown and neighborhood cleanups will be coming up. Wason is hoping for sunshine to come our way.

Hollingsworth made a motion to approve claims in the amount of \$2,382,526.90. Palazzo seconded the motion. Motion is passed. Claims are approved.

Approve Settlement Agreement and Dedication of Right-of-Way at West 1st Street and Euclid Avenue

Approve Service Contract with Wylie’s Floor Covering, Inc. for Installation of Flooring at Fire Station #1

STAFF REPORTS & OTHER BUSINESS

APPROVAL OF CLAIMS

Cox Deckard called for adjournment. Meeting adjourned at 5:58 P.M.

ADJOURNMENT

Accepted by:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Request to use Maker Way on Fridays, May – September, for Food Truck Friday

Staff Representative: Brian Payne

Petitioner/Representative: Jordan Davis, The Chocolate Moose

Event Date: Each Friday May 1, 2019 through September 30, 2019

Meeting Date: April 2, 2019

Report: Food Truck Friday, organized by The Chocolate Moose, is requesting the use Maker Way, the new street under construction in the Trades District between N Rogers and N Madison streets on each Friday in the months of May through September 2019, from 11:00 A.M. until 9:00 P.M. There are no buildings on Maker Way, and this closure will not restrict access to any street or facility. In fact, Maker Way will not be open to public traffic for part of May.

Staff support is conditional upon organizers locating food trucks at each end of Maker Way, to obviate the need for a jersey barrier. Food Truck Fridays can attract up to 1,000 visitors over the course of a Friday. The purpose of Food Truck Friday is to create an outdoor opportunity for visitors to enjoy live music and sample the many varieties of local food offered by Bloomington's food trucks. It will have the added community benefit of activating the Trades District and bringing them into the Mill. There will be a stage for musicians, vendor booths, and outdoor seating.

Event hours are 11:00 A.M. to 9:00 P.M. They are also requesting a Noise Permit for the live music during event hours. The Mill enthusiastically supports both this event and the new location.

Recommend **Approval** **Denial by** Brian Payne



**JOHN HAMILTON
MAYOR**

CITY OF BLOOMINGTON

401 N Morton St Suite 150
PO Box 100
Bloomington IN 47402

**DEPARTMENT OF PUBLIC WORKS
DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

ESD 812.349.3418
PW 812.349.3410

Greetings from the City of Bloomington!

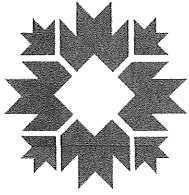
This application is for approval from the Board of Public Works for Temporary Special Events for the use of public rights of way owned by the City of Bloomington. To assure timely approval by the Board of Public Works to your application we ask that you notify us 3 months in advance.

Applications will not be considered unless all relevant portions of the application have been completed in their entirety. Once a completed application is submitted to the City it will be reviewed by City Staff and will then go before the Board of Public Works for consideration. Once approved by the Board of Public Works, the City retains the right to revoke permission if event becomes a public safety concern.

The Board of Public Works has the sole discretion as to whether or not a special approval shall be granted. If the Board of Public Works issues a special approval for use of public right-of-way the Board may prescribe any reasonable conditions or requirements it deems necessary to minimize the adverse effects upon the Bloomington community, surrounding neighborhoods, or emergency service providers.

If the Board of Public Works issues the special approval, the permit holder shall still abide by all other city, county, state and federal laws.

The City of Bloomington
Department of Economic and Sustainable Development



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

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

Department of Public Works

812-349-3410

1. Applicant Information

Contact Name:	Jordan Davis		
Contact Phone:	317-439-3903	Mobile Phone:	317-439-3903
Title/Position:	General Manager		
Organization:	The Chocolate Moose		
Address:	405 S. Walnut		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:	jdavis@moosebtown.com		
Organization E-Mail and URL:	moosebtown.com		
Org Phone No:	812-333-0475	Fax No:	

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

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

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)		
Date(s) of Event:	Every Friday, April - October.		
Time of Event:	Date:	Start: 11am	Date: End: 9pm
Setup/Teardown time Needed	Date:	Start: 9am	Date: End: 11pm
Calendar Day of Week:	Friday		
Description of Event:	Gathering of local food trucks w/ live music.		
List of Street Closures (If applicable)	Makers Way between Rodgers & Madison		
Expected Number of Participants:	10	Expected # of vehicles (Use of Parking Spaces to close):	10

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

<input type="checkbox"/>	<p>A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)</p> <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
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<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

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

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

6. CHECKLIST

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment

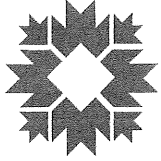
<input type="checkbox"/>	<input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	No Parking Signs <input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW) <input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs

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

Amusement and Entertainment Permits: The Indiana Department of Homeland Security requires that certain events be inspected by a representative from the Department of Homeland Security. Amusement and Entertainment permits are required for events at a variety of locations and venues. Some of the most common kinds of places that require amusement entertainment permits are places where the following kinds of events occur: concerts and other shows, amusement rides, movies, dances, and bowling. It is your responsibility to contact the Department of Homeland Security to see if your event requires an Amusement and Entertainment Permit and an inspection. The Department of Homeland Security can be reached at (317)232-2222 or online at <https://www.in.gov/dhs/2795.htm>.

For City Of Bloomington Use Only

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



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Bloomington Food Truck Friday		
Location of Event:	Makers Way		
Date of Event:	April - October	Time of Event:	Start: 11am
Calendar Day of Week:	Friday		End: 9pm
Description of Event:	Gathering of local food trucks with live music.		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Jordan Davis	
Organization:	Chocolate Moose	Title: General Manager
Physical Address:	405 S. Walnut Bloomington, IN 47401	
Email Address:	jdavis@moosetown.com	Phone Number: 317-439-3903
Signature:		Date: 3-13-19

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Date

Dana Palazzo, Secretary

Waste and Recycling Management Plan Template

Event name: Bloomington Food Truck Friday
 Number of expected attendees: 1000
 Number of food vendors: 10-15
 Number of other vendors: -

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

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

TIP: Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees. ClearStream recycling bins are available for use through Downtown Bloomington, Inc.

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

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

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

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

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

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

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

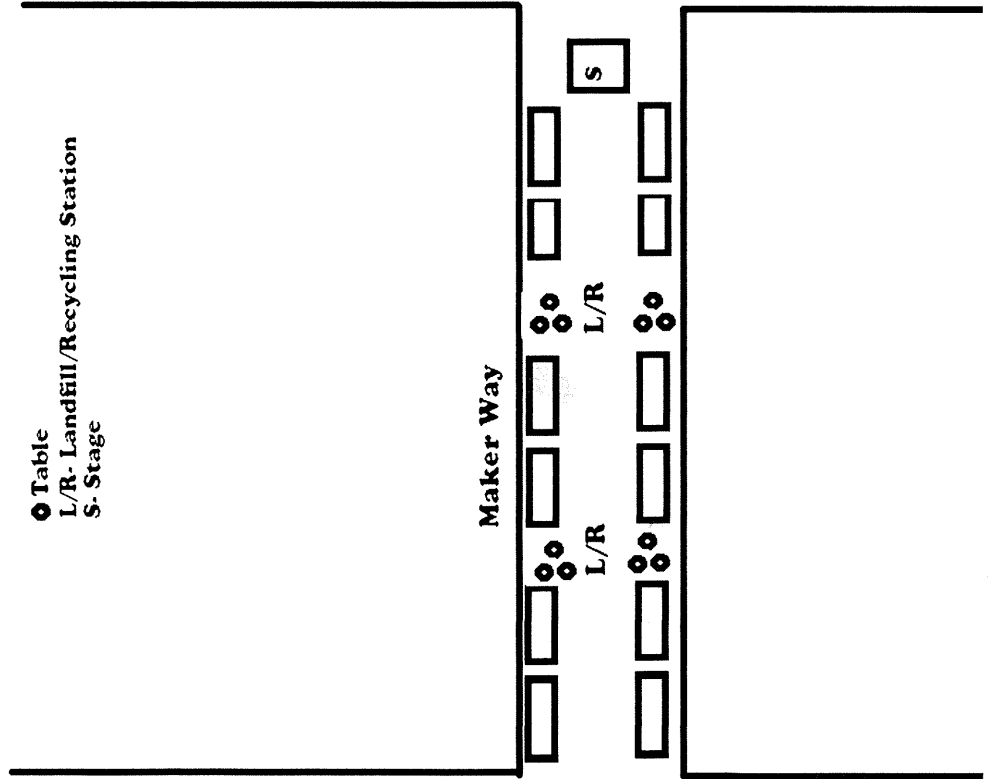
Designation of duties: Clearly designate the volunteers, staff, or other individuals who will be responsible for implementing each component of the waste and recycling management plan.

R o g e r s S t

● Table
L/R- Landfill/Recycling Station
S- Stage

M a d i s o n A v e

D i m e n s i o n
Mill



Bloomington Food Truck Friday Waste Management Plan

- Minimum of two designated waste stations with options for landfill, recycling, and compost.**
- One employee designated to empty stations when full and ensures items are placed in correct bin.**
- Landfill to be taken to Dimension Mill dumpster. Permission has been granted.**
- Recycling collected and taken to designated recycling center.**
- Compost to be given to local farm**



Board of Public Works Staff Report

Project/Event: Mobile Vendor in Right of Way – Resolution 2019-23

Petitioner/Representative: Gary A. Tarter of Limestone BBQ, LLC

Staff Representative: Laurel Waters

Meeting Date: April 2, 2019

Gary A. Tarter, owner Limestone BBQ, LLC, has applied to renew his Mobile Vendor License to operate a food truck. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a food truck selling barbecue.

This application is for one year beginning the date vendor was approved to operate on private property: March 21, 2019 – March 19, 2020.

Staff is supportive of the request.

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

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2019-23**

**Mobile Vendor in Public Right of Way
Gary A. Tarter, dba Limestone BBQ, LLC**

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

WHEREAS, Gary A. Tarter, dba Limestone BBQ, LLC (“Vendor”) intends to seek renewal of Mobile Vendor License under Bloomington Municipal Code 4.28; and

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen, beginning on April 3, 2019, and ending on March 19, 2020.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.

3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it

RESOLUTION 2019-23

conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.

f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:

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

ADOPTED THIS _____ DAY OF APRIL, 2019.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2019-23** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Gary A. Tarter, Owner
Limestone BBQ, LLC

Date: _____



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	CARY A. TARTER		
Title/Position:	OWNER		
Date of Birth:	05/12/1970		
Address:	3150 S. HOFF LANE		
City, State, Zip:	Bloomington IN 47403		
E-Mail Address:	BTR@Limestoneblg.com		
Phone Number:	812-322-057	Mobile Phone:	same
	812-322-1601		

3. Indiana Contact Information (For non-residents only)

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.

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

4. Company Information

Name of Employer:	Limestone BBE			
Address of Employer:	3150 S. HOFF LAKE			
City, State, Zip:	Bloomington IN 47403			
Employment Start Date:		End Date (If known):		
Phone Number:	812-322-5757			
Website / Email:	Limestonebbg.com			
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other:

5. Company Officer Information

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

Name	Address
GARY TARTER	3150 S. HOFF LAKE - 47403
John Smith	1910 Schact Rd Bloomington IN 47403

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

Date of incorporation or organization:	6/16/2016
State of incorporation or organization:	IN
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Planned hours of operation:	Smoked meats, Fries, Assorted Sides	
Place or places where you will conduct business (If private property, attach written permission from property owner):	<ul style="list-style-type: none"> - Food Truck Friday - private events - other 	
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(If Yes) Provide details		

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

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle	0	Need truck
<input checked="" type="checkbox"/>	Copy of a valid driver's license		
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license		
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business		
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate 		
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.		
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.		
<input checked="" type="checkbox"/>	A copy of the Employer ID number	81-3373820	0
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement		
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement		
<input checked="" type="checkbox"/>	Fire inspection (if required)		
<input checked="" type="checkbox"/>	Picture of truck or trailer		
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler		

For City Of Bloomington Use Only

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



State Form 18299 (09/27-17)
Approved by State Board of
Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 15	AGE 3	ISSUE DATE 02/18/2019	PUR DATE 09/29/2016	COUNTY 53 - MONROE	TP R	PL YR 19	PLATE TK448NCU	PL TP GT	WEIGHT 11	PR YR 18	LS N	TYPE GT	PRIOR YR PL TK448NCU
EXPIRATION DATE 1/31/2020		MUNICIPALITY Bloomington		VEHICLE YEAR 2016	MAKE GMC	MODEL SIE	VEHICLE IDENTIFICATION NUMBER 1GT12REG0GF157673			TYPE TK	COLOR MARJ		
CURRENT YEAR TAX	VEH EX TAX 192.75	EX CREDIT 0.00	DAY CREDIT 0.00	NET EX TAX 192.75	CO WHEELIEX TAX 18.75	MUN WHEELIEX TAX 0.00	STATE REG FEE 45.35	ADMIN FEE 0.00	TOTAL 256.85				
PRIOR YEAR TAX	VEH EX TAX 0.00	EX CREDIT 0.00	DAY CREDIT 0.00	NET EX TAX 0.00	CO WHEELIEX TAX 0.00	MUN WHEELIEX TAX 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT													

LIMESTONE BBQ LLC
3150 S HOFF LN
BLOOMINGTON, IN 47403-9234

C
NB

IMPORTANT REGISTRATION INFORMATION

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



INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
		02/18/2019	10/03/2016	53 - MONROE	R	19	TR716ZFV	GP	12	18	N	GP	TR716ZFV
EXPIRATION DATE		MUNICIPALITY		VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER			TYPE	COLOR		
2/28/2020		NONE OF THE ABOVE		2017	SDG	8.5	4S9ES1EH6HW364622			TR	MAR/		
CURRENT YEAR TAX	VEH EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/EX TAX	MUN. WHEEL/EX TAX	STATE REG FEE	ADMIN FEE	TOTAL				
	26.00	0.00	0.00	26.00	40.00	0.00	72.00	0.00	138.00				
PRIOR YEAR TAX	VEH EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/EX TAX	MUN. WHEEL/EX TAX	STATE REG FEE	ADMIN FEE	TOTAL				
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
REGISTRATION LICENSE TYPE													
GENERAL TRAILER NEW FORMAT 12,000													

LIMESTONE BBQ LLC
3150 S HOFF LN
BLOOMINGTON, IN 47403-9234

C
NB

IMPORTANT REGISTRATION INFORMATION

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

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Abram's Auto Repairs
INSPECTOR'S NAME Zach Abram INSPECTOR'S PHONE # 812-334-1049
DATE OF INSPECTION 2-21-19
TAXICAB COMPANY _____
VEHICLE YEAR 2017 MAKE SDG MODEL Food Trailer
VIN 4S9ES1EH6HW364622

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓	_____	_____
FLASHERS	✓	_____	_____
REFLECTORS	✓	_____	_____
HORN	NA	_____	_____
WINDSHIELD WIPERS	NA	_____	_____
MIRRORS	NA	_____	_____
SEATBELTS	NA	_____	_____
BUMPER HEIGHT	NA	_____	_____
ALL WINDOWS	✓	_____	_____
MUFFLER	NA	_____	_____
TIRES	✓	_____	_____
BRAKES	✓	_____	_____
DOORS	✓	_____	_____
GENERAL CONDITION OF VEHICLE	✓	_____	_____

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

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

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Abram's Auto Repair
INSPECTOR'S NAME Zach Abram INSPECTOR'S PHONE # (812)334-1049
DATE OF INSPECTION 2-21-19
TAXICAB COMPANY _____
VEHICLE YEAR 2016 MAKE GMC MODEL Sierra 2500
VIN 1GT12DEG06F157673

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓	_____	_____
FLASHERS	✓	_____	_____
REFLECTORS	✓	_____	_____
HORN	✓	_____	_____
WINDSHIELD WIPERS	✓	_____	_____
MIRRORS	✓	_____	_____
SEATBELTS	✓	_____	_____
BUMPER HEIGHT	✓	_____	_____
ALL WINDOWS	✓	_____	_____
MUFFLER	✓	_____	_____
TIRES	✓	_____	_____
BRAKES	✓	_____	_____
DOORS	✓	_____	_____
GENERAL CONDITION OF VEHICLE	✓	_____	_____

Attach this completed Inspection Sheet with your permit or renewal application
and remit to:
City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419



225 South East Street • P.O. Box 1250 • Indianapolis, IN 46206-1250

COMMERCIAL PACKAGE POLICY
SUMMARY PAGE

Policy Number	Policy Period	
	From	To
CPP 8164540 00	07/23/2018	07/23/2019
12:01 A.M. Standard Time at the described location		

Transaction		
AMENDED DECLARATIONS EN ENDORSEMENT	Effective:	10/30/2018
Named Insured and Address	Agent	
LIMESTONE BBQ LLC 3150 S HOFF LN BLOOMINGTON IN 47403-9234	PATTERSON, HEATH R 1618 W THIRD ST P O BOX 429 BLOOMINGTON IN 47402-0429 Telephone: 812-336-0174	
Business Description FOOD TRAILER	Type of Business INDIVIDUAL	Audit Period

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE PART DESCRIPTION	PREMIUM
Commercial Auto	\$1,108.00

FULL TERM POLICY PREMIUM	\$	1,108.00
DEPOSIT PREMIUM	\$	1,108.00

THE ABOVE INCLUDES THE FOLLOWING TAXES AND SURCHARGES \$

Forms applicable to all Coverage Parts: See Attached Schedule

These Declarations together with the common policy conditions, coverage declarations, coverage form(s), and form(s) and endorsements, if any, issued, complete the above number policy.

Countersigned: NOVEMBER 3, 2018

Issued Date: 11/06/2018

By Daniel T. Polovina
Authorized Representative



225 South East Street • P.O. Box 1250 • Indianapolis, IN 46206-1250

**COMMERCIAL PACKAGE POLICY
BUSINESS AUTO COVERAGE PART**

Policy Number	Policy Period	
	From	To
CPP 8164540 00	07/23/2018	07/23/2019
12:01 A.M. Standard Time at the described location		

Transaction	
AMENDED DECLARATIONS EN ENDORSEMENT	Effective: 10/30/2018
Named Insured and Address	Agent
LIMESTONE BBQ LLC 3150 S HOFF LN BLOOMINGTON IN 47403-9234	PATTERSON, HEATH R 5300107 1618 W THIRD ST 530 P O BOX 429 BLOOMINGTON IN 47402-0429 Telephone: 812-336-0174
Business Description	Type of Business
FOOD TRAILER	INDIVIDUAL

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each coverage will apply only to those "autos" shown as covered "autos", indicated by the entry of one or more symbols from the COVEREDAUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTO SYMBOLS	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	7 8 9	\$ 300,000	\$578
AUTO MEDICAL PAYMENTS	7	\$ 5,000	\$43
UNINSURED MOTORISTS	7	\$ 300,000	\$14
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	7	\$ 300,000	\$19
COMPREHENSIVE	7	Actual Cash Value or Cost of Repair, whichever is less, minus the deductible stated in the Schedule of Covered Autos for each covered auto, but no deductible applies to loss caused by lightning or fire. See ITEM FOUR for hired or borrowed "autos".	\$123
SPECIFIED CAUSES OF LOSS		Actual Cash Value or Cost of Repair, whichever is less, minus \$25 deductible for each covered auto for loss caused by mischief or vandalism. See ITEM FOUR for hired or borrowed "autos".	
COLLISION	7	Actual Cash Value or Cost of Repair, whichever is less, minus the deductible stated in the Schedule of Covered Autos for each covered auto. See ITEM FOUR for hired or borrowed "autos".	\$299
TOWING AND LABOR	7	See for each disablement of an "auto" Schedule	\$32
Premium for Endorsements			
Estimated Total Premium			\$1,108

Forms and Endorsements Applicable to this policy

See Attached Forms Inventory

These Declarations together with the common policy conditions, coverage declarations, coverage form(s) and form(s) and endorsements, if any, issued, complete the above numbered policy.

Issued Date: 11/06/2018



225 South East Street • P.O. Box 1250 • Indianapolis, IN 46206-1250

BUSINESS AUTO

Policy Number: CPP 8164540 00
Named Insured: LIMESTONE BBQ LLC
Agent: PATTERSON, HEATH R 5300107

ITEM THREE: SCHEDULE OF COVERED AUTOS YOU OWN

Unit #	DESCRIPTION Year, Make & Model, Serial No. or Vehicle Identification Number	PURCHASED		Additional Cost
		Original Cost	New	
1	2016 GMC SIERRA 1GT12REG0GF157673	32,700		
2	2016 SDG TRAILR 4S9ES1EH6HW364622	39,000		

Unit #	CLASSIFICATION					LOCATION	
	CODE	Radius of Operation	Business Use	GVW or GCW	Seating Capacity	State	Territory
1	01199	LOCAL	Service	0-10,000 GVW		IN	114
2	68199	LOCAL	Trailer				

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES								
Unit #	LIABILITY		AUTO MED PAY		UNINSURED MOTORIST		UNDERINSURED MOTORIST	
	LIMIT	Premium	LIMIT	Premium	LIMIT	Premium	LIMIT	Premium
1	300,000	391	5,000	39	300,000	14	300,000	19
2	300,000	39	5,000	4				
		430		43		14		19

COVERAGES - PREMIUM, LIMITS AND DEDUCTIBLES (Cont.)						
Unit #	COMPREHENSIVE		COLLISION		TOWING & LABOR	
	Limit stated in ITEM TWO minus deductible shown below	Premium	Limit stated in ITEM TWO minus deductible shown below	Premium	Limit per Disablement	Premium
1	500	82	500	199	100	32
2	500	41	500	100		
		123		299		32

BUSINESS AUTO

Policy Number: CPP 8164540 00
Named Insured: LIMESTONE BBQ LLC
Agent: PATTERSON, HEATH R 5300107

ITEM FOUR:
SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS.

LIABILITY COVERAGE - RATING BASIS, COST OF HIRE				
STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (IF LIABILITY COVERAGE IS PRIMARY)	ESTIMATED PREMIUM
IN			1.00000	\$58
TOTAL PREMIUM				\$58

The Cost of Hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of Hire does not include charges for services performed by motor carriers of property or passengers.

PHYSICAL DAMAGE COVERAGE				
COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH \$100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	Actual Cash Value, Cost of Repairs or \$ whichever is less minus \$ Ded. for each covered auto. But no deductible applies to loss caused by fire or lightning.			
SPECIFIED CAUSES OF LOSS	Actual Cash Value, Cost of Repairs or \$ whichever is less minus \$25 Ded. for each covered auto for loss caused by mischief or vandalism			
COLLISION	Actual Cash Value, Cost of Repairs or \$ whichever is less minus \$ Ded. for each covered auto.			
TOTAL PREMIUM				

ITEM FIVE:
SCHEDULE FOR NON-OWNERSHIP LIABILITY

Named Insured's Business	Rating Basis	Number	Premium
Other than a Social Service Agency	Number of Employees		
	Number of Partners		
Social Service Agency	Number of Employees		
	Number of Volunteers		
			\$90



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2019

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

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

PRODUCER		CONTACT NAME: McKenzie Goodrich	
Shine Insurance Agency		PHONE (A/C, No, Ext): (812) 679-8779	FAX (A/C, No):
103 N. College Ave. Suite A		E-MAIL ADDRESS: mckenzie@shineinsurance.com	
Bloomington	IN 47404	INSURER(S) AFFORDING COVERAGE	
INSURED		INSURER A: West Bend Insurance Co.,	
Limestone BBQ LLC		INSURER B:	
3150 S Hoff Ln		INSURER C:	
Bloomington		INSURER D:	
IN 47403		INSURER E:	
		INSURER F:	
		NAIC #	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			A216083	8/29/18	8/29/19	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> ANY AUTO							\$
	<input type="checkbox"/> OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB							\$
	<input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED						RETENTION \$	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Certificate Holder is included as additional insured as required by written contract

CERTIFICATE HOLDER**CANCELLATION**

City of Bloomington

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

PO Box 100

AUTHORIZED REPRESENTATIVE

Bloomington, IN, 47402

McKenzie Goodrich

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

CARY A CARTER

Name, Printed

Cary Carter

Signature

FEB 12 - 2019

Date Release Signed

**State of Indiana
Office of the Secretary of State**

**Certificate of Organization
of
LIMESTONE BBQ, LLC**

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, June 16, 2016.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, June 16, 2016

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201606161146028 / 7336370

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

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
06/16/2016 09:49 AM

Formed pursuant to the provisions of the Indiana Business Flexibility Act

BUSINESS ID 201606161146028
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME Limestone BBQ, LLC
PRINCIPAL OFFICE ADDRESS 1910 E. Schacht Rd. , Bloomington, IN, 47401, USA

NAME UNITED STATES CORPORATION AGENTS, INC.
ADDRESS 4010 W 86TH STREET, STE D, INDIANAPOLIS, IN, 46268 - , USA

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 06/16/2016

TITLE Member
NAME John Smith
ADDRESS 1910 E. Schacht Rd. , Bloomington, IN, 47401, USA

TITLE Member
NAME Gary Tarter
ADDRESS 1910 E. Schacht Rd. , Bloomington, IN, 47401, USA

THE LLC WILL BE MANAGED BY MANAGER(S) No

Employer Id #

81-3373820

**APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
06/16/2016 09:49 AM**

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

THE UNDERSIGNED, DESIRING TO FORM A LIMITED LIABILITY COMPANY PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS FLEXIBILITY ACT EXECUTES THESE ARTICLES OF ORGANIZATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY June 16, 2016

SIGNATURE

John Smith

TITLE

Member

Business ID : 201606161146028

Filing No. : 7336370

Date of this notice: 07-27-2016

Employer Identification Number:
81-3373820

Form: SS-4

Number of this notice: CP 575 B

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

LIMESTONE BBQ LLC
JOHN L SMITH MBR
1910 E SCHACHT RD
BLOOMINGTON, IN 47401

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-3373820. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

03/15/2017

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

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

For more information on forms and publications, including those referenced in this notice, visit www.irs.gov. If you do not have access to the Internet, call 1-800-829-4933 (TDD 1-800-829-4059) or visit your local IRS office.

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Prohibited Location Agreement

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

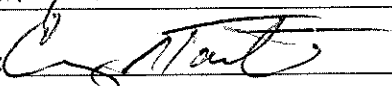
As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not operate my mobile vendor unit in a manner that would violate any of the below-listed location restrictions:

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

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

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

Vendor:

Name: Cady Tarter
Signature: 
Date: 2/12/19

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Standard of Conduct Agreement

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

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

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

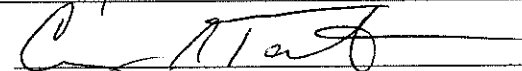
noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

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

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

Vendor:

Name: GARY A. TARTER

Signature: 

Date: Feb 20-19

City of Bloomington
Fire Department

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

(812) 332-9763
Fax (812) 332-9764

Food Vendor Certificate

Date: 02/26/2019

Business Name: Limestone BBQ LLC

Address: 3150 HOFF LN
Bloomington, IN 47408

Phone: CELL 812-322-5157

The following permit has been issued:

Permit No. 000141

Type: FOOD Temporary Vender/Cooking

Issued Date: 02/26/2019

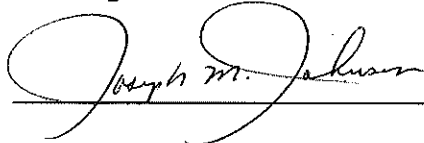
Effective Date: 02/26/2019

Expiration Date: 02/26/2020

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

Please contact City of Bloomington Fire for more information.

Inspector: Joseph M Johnson



Date 2/26/19



Limestone BBQ and More Catering

WEDDINGS
GRADUATIONS
CORPORATE LUNCHES
HOLIDAY PARTIES
SPECIAL EVENTS
LIMESTONEBBQ.COM
812 322 5157

Pulled Pork	15
Grilled Chicken	12
Hot Wings	12
Corn dogs	12
Pork nachos	16
Cheese nachos	14
Fries	2
Hot sauce	1.50
Sauces	1.50
Sweet bread	1.50
Mac & Cheese	2
Chips	1.50
Drinks	1.50

Bottle	Cup	Cup	Cup	Cup	Cup	Large Bowl	Cup
--------	-----	-----	-----	-----	-----	------------	-----

Monroe County Health Department
 Environmental Division
 119 W. 7th Street
 Bloomington, IN 47404
 Phone: 812-349-2542
 Health Officer: Thomas W. Sharp, M.D.

Transaction Date: 2/19/2019

Receipt Num.: 17413

Paid at office

Fee Type	Permit Number	Pymt Method	Check Num	Number Occurences	Fee Amount
Food Service License, Mobile	2019 MOBILE FOOD LICENSE FOR LIMESTONE BBQ	Check	1966	1.00	\$150.00
Total Received					\$150.00
Received From: GARY TARTER					

Comments:

Services Provided on: 2/19/2019

Entered by: Teresa Benassi

Thank You

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



LIMESTONE BBQ
 GARY TARTER
 2361 W. RAPPEL AVENUE - ONE WORLD KITCHEN SHARE
 BLOOMINGTON, IN 47404

2019

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

FEB 19 2019

Issued

By

Thomas W. Sharp

PERMIT EXPIRES FEBRUARY 29, 2020

This License Is Not Transferable to Any Other Individual or Location

RESTAURANT SYSTEMS WORK ORDER



WORK ORDER # _____

INVOICE TO _____

SERVICE LOCATION
Limestone BBQ

CUSTOMER PAYMENT CASH CHECK-# _____ VISA MC AMEX CARD # _____ EXP DATE _____

Hood/FE inspections

RESTAURANT INSPECTION / SERVICE							
SYSTEM MFG.							
PART NUMBER		QTY	UNIT PRICE	TOTAL			
CYLINDERS							
99-TEST-REG							
HT-REST							
SYSTEM RECHARGE							
ACT / PIPE INSP		1					
PIRANHA FLOW TEST							
DISCHARGE PROTECTION							
LINKS							
DISCHARGE PROTECTION							
PART NUMBER		QTY	UNIT PRICE	TOTAL			
BRG360 (A K ML)							
BRG500ML		3					
TEST LINK BRGTL1		1					
NOZZLES / CAPS / OTHER							
PART NUMBER		QTY	UNIT PRICE	TOTAL			
AN77695 (CAPS)							
AN 433208 (METAL CAPS)							
AM12334 (RUBBER CAP)							
BG9197290 (CAPS)							
BRKR97054 (FOILS)							
BRG45 (CART GASKET)							
AN56909 ("O" RING GASKET)							
AN417911 BURST DISC							
AN68800 VENT PLUG							
FIRE EXTINGUISHER INSP. AND SERVICE							
QTY	SIZE / TYPE	QTY 6 YEAR	QTY RECH	QTY HYDRO	GYMRE PRICE	HYDRO PRICE	TOTAL
	5/6#ABC						
	10#ABC						
	K CLASS						
TOTAL							UNIT PRICE
INSPECTIONS (A) M S Q							

TOTAL LEFT 1 _____

EXIT & EMERGENCY LIGHT SERVICE			
PART NUMBER	QTY	UNIT PRICE	TOTAL
QCK CHK/ANL BAT TEST/90 MIN			
LIGHT INSTALLATION			
BRBT6			
BRBT65S			
BRPRB64			
BRPRB67			
BPPRB612			
PILOT CARTRIDGES			
PART NUMBER	QTY	UNIT PRICE	TOTAL
BRPCC			
BRKRC			
TAGS / LABELS			
PART NUMBER	QTY	UNIT PRICE	TOTAL
KL021	KL022		
KL023	KL024		
KL059	KL028		
KT077			
KT009 (INSPECTION TAG)			
KT008 (RED TAG)			
BRKS (R W Y) PULL SEAL			
KT023 (NECK COLLARS)			
KT003	KT001		
KL008	KL011		
MISCELLANEOUS PARTS			
PART NUMBER	QTY	UNIT PRICE	TOTAL
BRASBR (BREAK ROD)			
PULL PIN BRNPP			
DISPOSAL PER UNIT			
EE5A H S R			
EE10A H S R			
EEK-H			

TOTAL RIGHT 2 _____

CUSTOMER *[Signature]* DATE *2/25/19*

TRUCK # *1104* TECHNICIAN *[Signature]* DATE *2/26/19*

TOTAL LEFT 1	_____
TOTAL RIGHT 2	_____
TAX	_____
INSPECTION TOTAL	_____
TOTAL \$	_____

RESTAURANT SYSTEMS WORK ORDER



WORK ORDER #

INVOICE TO

SERVICE LOCATION

EQUIPMENT LINE-UP AT TIME OF ARRIVAL (LEFT TO RIGHT)				Hood: Ft <u>6</u> In <u>0</u>	Duct: Qty <u>1</u> Dimensions <u>14x14</u>		
<u>1/1/12</u>							
INDICATE INSPECTION PERFORMED:				INDICATE INSPECTION PERFORMED:			
Conduct Hazard Review /System pre check _ Verify hazard has not changed or been tampered with	YES	NO	NA	Replace rubber blow off caps annually or as needed	YES	NO	NA
Notify proper personnel and disconnect system for inspection _ Monitoring Co. <u>X</u>	✓			Check cartridge(s) for weight, hydro, proper type, and replacement <u>X</u> weight(s)			✓
Notify customer of fuel and power shutdown requirements _ Confirm location of reset devices and confirm who is to re-light pilots	✓			Replace Cartridge Receiver Gasket			
Notify proper personnel to place system on test _ Verify system disarmed for inspection	✓			Check regulator test date <u>X</u> date			✓
Install test link and conduct automatic trip test of detection	✓			Check tank(s) for hydro, proper agent/level, and corrosion <u>X</u> <u>2016</u> date(s)	✓		
Replace all fusible links. Manufacturer Date <u>June 12</u>	✓			Replace Burst Disc (annual or as needed only)			✓
Conduct test fire of system via remote pull	✓			Check for excessive grease accumulation. See Comments	✓		
Verify shutdown devices and confirm fuel and power is restored	✓			Reset system, notify personnel and rearm for service	✓		
Verify piping and conduit is secure and conduct air test(if Applicable)	✓			Portable Fire Extinguishers			
Check/remove all nozzles to ensure they are clear of debris, wipe off exterior grease and reinstall system	✓			Annually- Conduct annual maintenance check and apply plastic tag			
Is system UL300?	✓			Semi-Annually - Conduct monthly quick check and sign OSHA TAG			
If YES: Confirm nozzle type, aiming point, and flow capacity of the system Total flow points in system: <u>1</u>	✓			KClass fire extinguisher present			
If NO: Provide a copy of the "Important Notice" <u>X</u> (initials)				Exit and Emergency Lighting			
				Are all lights working			
				Have lights been inspected per OSHA/KFS guidelines			
				System has deficiencies. See comments below			

COMMENTS:

WARNING - READ CAREFULLY BEFORE SIGNING. The above inspection is made for the purpose of checking the mechanical or electrical operation of the suppression system and NOT to determine guarantee, proper capacity, engineering, or original installation. If a more thorough inspection of the fire system is desired or recommended to determine proper capacity and installation then it is recommended that a survey and full discharge of the system be performed at an additional cost. The reverse of this agreement is incorporated herein. Please read carefully. We are not an insurer. Our maximum liability is limited to \$250.00. User acknowledges receipt of copy and that he has read and understands reverse of this agreement.

PRINT CUSTOMER NAME John Smith TECHNICIAN M Smith DATE 2/26/19

CUSTOMER [Signature]

Certificate of Achievement



ANSI ACCREDITED PROGRAM
CERTIFICATE ISSUER
#0655

This certificate is awarded to
JOHN SMITH

Congratulations! You have completed

ServSafe® Food Handler
Employee Food Safety Online Course and Exam

National Restaurant Association
175 W. Jackson Blvd, Ste. 1500
Chicago, IL 60604-2814
800.765.2122 in Chicago area 312.715.1010
Restaurant.org | ServSafe.com

Certificate Number **2823380**

Date **3/17/2017**

Expiration Date **3/17/2020**





Board of Public Works Staff Report

Project/Event: Mobile Vendor in Right of Way – Resolution 2019-29

Petitioner/Representative: David Howard, Owner of La Poblana LLC

Staff Representative: Laurel Waters

Meeting Date: April 2, 2019

David Howard, owner of La Poblana LLC, has applied to renew his Mobile Vendor License to operate a food truck. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a food truck selling barbecue.

This application is for one year beginning the date vendor was approved to operate on private property: March 19, 2019 – March 19, 2020.

Staff is supportive of the request.

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

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2019-29**

**Mobile Vendor in Public Right of Way
La Pablana LLC**

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

WHEREAS, David Howard, owner of La Pablana LLC (“Vendor”) intends to seek renewal of Mobile Vendor License under Bloomington Municipal Code 4.28; and

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen, beginning on April 3, 2019, and ending on March 19, 2020.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.

3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it

RESOLUTION 2019-29

conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.

f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:

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

ADOPTED THIS _____ DAY OF APRIL, 2019.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

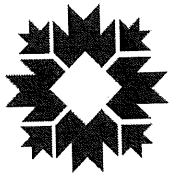
Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2019-29** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

David Howard, Owner
La Pablana LLC

Date: _____



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	David Howard		
Title/Position:	Owner		
Date of Birth:	10/05/1983		
Address:	1420 E Rhorer Road		
City, State, Zip:	Bloomington, IN 47401		
E-Mail Address:	LaPoblana922@gmail.com		
Phone Number:	574-532-9587	Mobile Phone:	same

3. Indiana Contact Information (For non-residents only)

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.

Name:	Angel Magno		
Address:	2526 S Rogers St		
City, State, Zip:	Bloomington, IN 47403		
E-Mail Address:	LaPoblana922@gmail.com		
Phone Number:		Mobile Phone:	812-219-8997

4. Company Information

Name of Employer:	La Poblana Owner: David Howard			
Address of Employer:	1420 E Rhorer Road			
City, State, Zip:	Bloomington, IN 47401			
Employment Start Date:	Text	End Date (If known):		
Phone Number:				
Website / Email:	LaPoblana922@gmail.com			
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other:

5. Company Officer Information

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

Name	Address
David Howard	1420 E Rhorer Road Bloomington, IN 47401

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

Date of incorporation or organization:	February 16, 2015
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Planned hours of operation:	10 am-9 pm
Place or places where you will conduct business (If private property, attach written permission from property owner):	
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details	

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

<input type="checkbox"/>	A copy of the Indiana registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
<input type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<input type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input type="checkbox"/>	Fire inspection (if required)
<input type="checkbox"/>	Picture of truck or trailer
<input type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only

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

John Hamilton
Mayor
CITY OF BLOOMINGTON

401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

p. 812.349.3418
f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

David Howard

Name, Printed



Signature

03/14/2019

Date Release Signed

John Hamilton
Mayor
CITY OF BLOOMINGTON
401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT
p. 812.349.3418
f. 812.349.3520

Prohibited Location Agreement

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

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

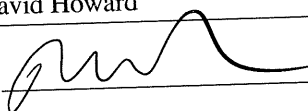
- € No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- € No mobile food vendor unit shall operate within fifty feet of any facade of a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

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

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

Vendor: La Poblana

Name: David Howard

Signature: 

Date: 03/14/2019

John Hamilton
Mayor
CITY OF BLOOMINGTON
401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**
p. 812.349.3418
f. 812.349.3520

Standard of Conduct Agreement

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

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

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

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

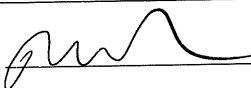
noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

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

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

Vendor: La Poblana

Name: David Howard

Signature: 

Date: 03/14/2019



Michigan Department of State
 CUSTOMER SERVICE DIVISION
 RECORD LOOKUP
 7064 Crowner Drive
 Lansing, MI 48916



Request Report

Request Number: 1603776 Request Date: March 20, 2019 External Reference:

Results

A SOS 8 03/20/2019 13:58:22 IP10_28_15_65/TN540.
 42;5;H630135603767.
 H-630-135-603-767
 DAVID MICHAEL HOWARD 10/05/1983 M 6-00 190 BRO IMAGE
 16067 VANS LN R-OPER 05/27/2016 207 10/05/2020
 VANDALIA MI 49095-9780 14 ***-**-****
 MIC1: E1482070560 MIC2: D107D MIC3: D105D
 ORIG: 10/02/2002 LCD: 11/21/2016

* THIS DRIVER HAS NO PRIOR 904 MANDATORY ADDITIONAL VIOLATIONS OF
 * SUSPENSION/REVOICATION OR 625 ALCOHOL RELATED CONVICTIONS WITHIN THE
 * TIME FRAMES REQUIRING PLATE CONFISCATION.

	ACCIDENT	02/26/2008	030-1080 CASS SO	
			1 VEH/UNIT 0 INJ 0 KILLED	
			X4 PU	
10/07/2008	INDIANA	08/14/2008	FAILED TO YIELD -NC	W3052
			CDL LOC:0808IF9320 DIS 9-21-8-3	
05/18/2010	INDIANA	03/21/2010	SPEED 81/60 -NC	Y1482
			CDL LOC:25D01-1003IF00702 9-21-5-2	
05/19/2010	INDIANA	03/12/2010	SPEED -CV	Y1592
			CDL LOC:71D01 1003IF03924 0032	
02/25/2011	CASSOPOLIS	02/10/2011	SPEED 69/55 -PA	Z059E
		**** 06/16/2011	DRIVER RESPONSIBILITY FEE	
			NOTIFICATION FOR QUALIFYING	
			POINTS 06/16/2011	
			ASSESSMENT: TE81050	S9999
		**** 10/26/2011	PAID DRIVER RESPONSIBILITY	
			FEE FOR QUALIFYING POINTS,	
			FROM ACTIVITY OF 06/16/2011	S9999
04/23/2013	ST JOSEPH	04/07/2013	NO INSURANCE -PA	B115E
06/18/2013	SUSPENSION	**** 04/07/2013	FCJ #2013035939 ST JOSEPH	B169H
07/30/2013	SUSP TERMINATED		NO INSURANCE	B224T
06/20/2013	INDIANA	04/08/2013	SPEED 74/55 -NC	B1725CD
			CDL LOC:49G131304IF028424 032	
12/09/2014	INDIANA	10/16/2014	DROVE WHILE UNLICENSED OR	
			WITHOUT CYCLE ENDORSEMENT	
			-NC	C3455CD
			CDL LOC:50D021410IF004107 218	
05/06/2015	INDIANA	02/22/2015	SPEED 70/55 -NC	D1275CD
			CDL LOC:49G131502IF009096 032	
09/17/2015	CASSOPOLIS	09/04/2015	SPEED 70/55 -PA	D261E
		**** 09/24/2015	DRIVER RESPONSIBILITY FEE	
			NOTIFICATION FOR QUALIFYING	
			POINTS 09/18/2015	
			ASSESSMENT: UM25477	S9999
		**** 11/16/2015	PAID DRIVER RESPONSIBILITY	
			FEE FOR QUALIFYING POINTS,	
			FROM ACTIVITY OF 09/24/2015	S9999
11/13/2015	INDIANA	09/19/2015	SPEED 78/65 -COMPUTER SAME	

		INCIDENT -NC		D3482
		CDL LOC:20H011509IF0078	032	
02/05/2018	INDIANA	09/19/2015 SPEED 72/60 -NC		3 G0592
		CDL LOC:80I011509IF000633	032	
11/21/2018	INDIANA	12/02/2017 SPEED 86/70 -NC		4 H0382
		CDL LOC:46D031712IF008207	032	

***** END OF RECORD HISTORY *****

LICENSE VALID
DRIVING STATUS: ELIGIBLE - RECORD CLEAR

MI SOS (PREPARED IN COMPLIANCE WITH MCL 257.733)
(FOR GOVERNMENTAL OR INDIVIDUAL DRIVERS USE ONLY)

**City of Bloomington
Fire Department**

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

(812) 332-9763
Fax (812) 332-9764

Food Vendor Certificate

Date: 03/19/2019

Business Name: La Poblana

Address: 1420 E RHORER RD
Bloomington, IN 47402

Phone:

The following permit has been issued:

Permit No. 19-0144

Type: FOOD Temporary Vender/Cooking

Issued Date: 03/19/2019

Effective Date: 03/19/2019

Expiration Date: 03/19/2020

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

Please contact City of Bloomington for more information.

Inspector: Tim Clapp



Date 3/19/2019

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



LA POBLANA
DAVID HOWARD
BAKED-SULLIVAN BUILDING
BLOOMINGTON, IN 47401

2019

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

Issued FEB 28 2019

By *Thomas W. Shiguo*

PERMIT EXPIRES FEBRUARY 29, 2020

This License Is Not Transferable to Any Other Individual or Location

MANUFACTURED BY : FREEDOM TRAILERS, LLC

DATE OF MFG. : 12/2014

GVWR : 3175 KG (7000 LB)

GAWR (EACH AXLE)	WITH TIRES	RIMS AT	COLD
1588 KG (3500 LB)	ST205/75D15 C	15"X5"J	345 KPA (50 PSI) SINGLE

THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S. FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE

V.I.N. : **5WKBE1626F1030285** TYPE : TRAILER

8.5X16TA2



TIRE AND LOADING INFORMATION
 RENSEIGNEMENTS SUR LES PNEUS ET LE CHARGEMENT
 The weight of cargo should never exceed
 1,678 kg or 3,700 lbs.

TIRE	SIZE	COLD TIRE PRESS
FRONT	ST205/75D15 C	345 KPA (50 PSI)
INTER	NONE	
REAR	ST205/75D15 C	345 KPA (50 PSI)
SPARE	NONE	

SEE OWNER'S
 MANUAL FOR
 ADDITIONAL
 INFORMATION
 VOIR LE MANUEL
 DE L'USAGER
 POUR PLUS DE
 RENSEIGNEMENTS

5WKBE1626F1030285

MFD. BY FORD MOTOR CO.

DATE: 04/10

GVWR: 11400LB/ 5171KG

FRONT GAWR: 6000LB

REAR GAWR: 7000LB

2722KG

WITH 3175KG

WITH

LT275/65R20E 126/123R

TIRES

LT275/65R20E 126/123R

TIRES

20X8.0J

RIMS

20X8.0J

RIMS

AT 450 kPa/ 65 PSI COLD

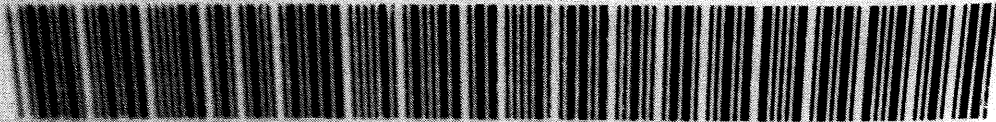
AT 550 kPa/ 80 PSI COLD

THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

VIN: 1FT8X3BT3BEA16951

TYPE: Truck

F1014
T1326



EXT PNT:	F1	RC:	47	DSO:	
WB	INT TR	TP/PS	R	AXLE	TR
142	35		5	3J	W
				CCMM	BFA17
				UTC	C05
					5U5A-1520472-BA

MICHIGAN REGISTRATION

Jocelyn Benson
Secretary of State

Plate: DB65016 Expires: 02/29/2020

2011 FORD PICKUP

Vehicle No.: 1FT8X3BT3BEA16951 Fee Cat. or Wt.: 46
County: FOREIGN

DAVID MICHAEL HOWARD AND
LA PABLANA LLC
1420 E RHORER RD
BLOOMINGTON IN 47401

License Fee: 212.00

02122019 H043 830 W06255 021200

MICHIGAN REGISTRATION

Jocelyn Benson
Secretary of State

Plate: DB65016 Expires: 02/29/2020

2011 FORD PICKUP

Vehicle No.: 1FT8X3BT3BEA16951 Fee Cat. or Wt.: 46
County: FOREIGN

DAVID MICHAEL HOWARD AND
LA PABLANA LLC
1420 E RHORER RD
BLOOMINGTON IN 47401

License Fee: 212.00

02122019 H043 830 W06255 021200

Please check your insurance information carefully.

If incorrect, please print the correct insurance information and policy number in the space provided.

1 DAVID MICHAEL HOWARD
1420 E RHORER RD
BLOOMINGTON, IN 47401

Name of Insurance Company FEDERATED MUTUAL INS
Policy Number 9170578

New Name of Insurance Company
New Policy Number

Plate TK358NJA	Weight 26	Year 13	Make FOR	Model F35	Color RED	Vehicle ID Number 1FD8W3HT7DEA66597	County 53	MUNICIPALITY NONE OF THE ABOVE
Vehicle Tax 63.00	County Tax 40.00	Municipal Tax 0.00	Registration Fee 180.00	TII Fee 15.00	Electric/Hybrid Fee 0.00	Plate Fee(s) 0.00	Supplemental Fee 0.00	

SPECIAL MESSAGES



YOUR PHONE ACCESS CODE IS 01153854158. YOUR ZIP CODE IS 47401.

Fee Total	298.00
If paid after 02/28/2019	313.00
Donation to Donate Life Indiana	.00
TOTAL DUE	

Agency Code 02-0218-00

Policy Number 51-690-951-00

Property-Owners Insurance Company P.O. Box 30660
Company Number: 32905 Lansing, MI 48909

Property-Owners Insurance Company P.O. Box 30660
Company Number: 32905 Lansing, MI 48909

CERTIFICATE OF INSURANCE
STATE OF INDIANA

An authorized Indiana insurer, has issued a policy of automobile liability insurance which is in compliance with the financial responsibility requirements of Indiana. The policy also conforms to meet the minimum liability limits required by any state or Canadian province in which the vehicle is operated.

Named Insured **LAPOBLANA LLC**

Year/Make **2011 FORD F350 SUPER DUTY**

VIN **1FT8X3BT3BRA16951**

Policy Number **51-690-951-00**

Effective Date **03-26-2019** Expiration Date **03-26-2020**

Agency **GERMAN AMERICAN INSURANCE INC**

Phone **(812) 482-2866** Agency Code **02-0218-00**

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND.

No motor vehicle may be operated in Indiana unless an automobile liability insurance policy, or other evidence of financial responsibility, is in effect in at least the minimum amounts prescribed by Indiana law.

THIS FORM DOES NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY AND MAY NOT BE USED TO MODIFY THE TERMS OR CONDITIONS OF THE POLICY. EXAMINE YOUR POLICY CAREFULLY.

89178 (2-12)

CERTIFICATE OF INSURANCE
STATE OF INDIANA

An authorized Indiana insurer, has issued a policy of automobile liability insurance which is in compliance with the financial responsibility requirements of Indiana. The policy also conforms to meet the minimum liability limits required by any state or Canadian province in which the vehicle is operated.

Named Insured **LAPOBLANA LLC**

Year/Make **2011 FORD F350 SUPER DUTY**

VIN **1FT8X3BT3BRA16951**

Policy Number **51-690-951-00**

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89178 (2-12)

Property-Owners Ins. Co.

Issued 02-13-2019

AGENCY GERMAN AMERICAN INSURANCE INC
02-0218-00 MKT TERR 057

Company POLICY NUMBER 184602-09690951-19
Bill 09-46-IN-1803

INSURED LAPOBLANA LLC

Term 03-26-2019 to 03-26-2020

LOCATION 0001 - BUILDING 0001

Location: 1414 E Rhorer Rd, Bloomington, IN 47401-8857

Territory: 006

County: Monroe

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Commercial General Liability Plus Endorsement Included At 7.5% Of The Premises Operation Premium	00501	Prem/Op	Prem/Op Prem Included	Included	Included
Caterers	11039	Prem/Op Prod/Comp Op	Gross Sales \$300,000 \$300,000	Each 1000 2.610 .345	\$783.00 \$104.00
Additional Interests	49950				
Cg2037 04-13 Add'L Ins - O/L/C					
1. Taste Of Bloomington		Prod/Comp Op	Flat Charge		\$30.00
2. Trustee Of Indiana		Prod/Comp Op	Flat Charge		\$30.00
Cg2010 04-13 Add'L Ins-Excl Prod					
1. Taste Of Bloomington		Prem/Op	Flat Charge		\$20.00
2. Trustee Of Indiana		Prem/Op	Flat Charge		\$20.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59351	EXCLUDED
TERRORISM COVERAGE	
A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-21 SEE FORMS 55405, 59392	
LOCATION 0001	\$987.00

16198 (07-87)

COMMERCIAL INLAND MARINE COVERAGE

COVERAGES PROVIDED

Insurance applies to covered property for which a limit of insurance is shown.

Forms that apply to Inland Marine:

16013 (07-17) 59351 (01-15) 16381 (07-08) 16080 (07-13) 59392 (01-15)

LOCATION 0001 - BUILDING 0001

Location: 1414 E Rhorer Rd, Bloomington, IN 47401-8857

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
OTHER 8520		\$500	\$10,000	2.154	\$215.00
TOTAL FOR THIS COVERAGE:					\$215.00

Property-Owners Ins. Co.

Issued 02-13-2019

AGENCY GERMAN AMERICAN INSURANCE INC
02-0218-00 MKT TERR 057

Company POLICY NUMBER 184602-09690951-19
Bill 09-46-IN-1803

INSURED LAPOBLANA LLC

Term 03-26-2019 to 03-26-2020

COMMERCIAL INLAND MARINE COVERAGE - LOCATION 0001 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59351	EXCLUDED
TERRORISM COVERAGE	
A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-21 SEE FORMS 16381, 59392	
LOCATION 0001	\$215.00

A single deductible applies per claim. If more than one item is involved in a claim, the single highest applicable deductible amount is used.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
TASTE OF BLOOMINGTON INC TRUSTEE OF INDIANA UNIVERSITY	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not

be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

State of Indiana
Office of the Secretary of State
CERTIFICATE OF ORGANIZATION
of
LA PABLANA LLC

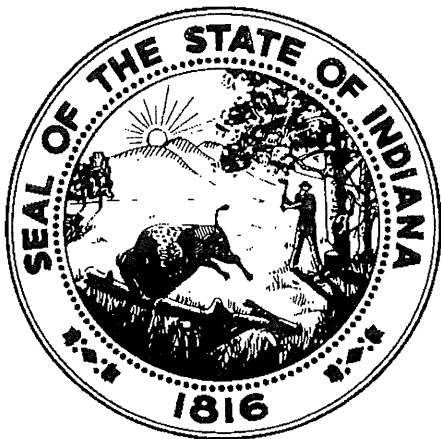
I, Connie Lawson, Secretary of State of Indiana, hereby certify that Articles of Organization of the above Domestic Limited Liability Company (LLC) has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the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

NOW, THEREFORE, with this document I certify that said transaction will become effective Sunday, February 15, 2015.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, February 16, 2015

Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE



APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
2/16/2015 8:54 AM

ARTICLES OF ORGANIZATION

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

ARTICLE I - NAME AND PRINCIPAL OFFICE

LA PABLANA LLC

1420 E. RHORER RD., BLOOMINGTON, IN 47401

ARTICLE II - REGISTERED OFFICE AND AGENT

DAVID HOWARD

1420 E. RHORER RD., BLOOMINGTON, IN 47401

The Signator represents that the registered agent named in the application has consented to the appointment of registered agent.

ARTICLE III – GENERAL INFORMATION

What is the latest date upon which the entity is to Perpetual
dissolve?:

Who will the entity be managed by?: Members

Effective Date: 2/15/2015

Electronic Signature: DAVID HOWARD



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

Date of this notice: 02-16-2015

Employer Identification Number:
47-3129194

Form: SS-4

Number of this notice: CP 575 G

LA PABLANA
DAVID HOWARD SOLE MBR
1420 E RHORER RD
BLOOMINGTON, IN 47401

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

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-3129194. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

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

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

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

Thank you for your cooperation.



REGISTERED RETAIL MERCHANT CERTIFICATE

Indiana Department of Revenue
Government Center North
Indianapolis, Indiana 46204
(317) 233-4015

CONTROL NUMBER
1800149137701

COPY

LA PABLANA LLC
1420 E RHORER RD
BLOOMINGTON, IN 47401-8857

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

TID: 0155280422
LOC: 001
FID: 47-3129194/0

ISSUED: 03/06/2018
EXPIRES: 10/31/2019

THIS LICENSE:
IS NOT TRANSFERABLE TO ANY OTHER PERSON.
IS NOT SUBJECT TO REBATE.
IS VOID IF ALTERED.



LA PABLANA LLC
1420 E RHORER RD
BLOOMINGTON, IN 47401-8857

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

(Detach Here)

Dear Customer:

Attached is your Registered Retail Merchant Certificate (RRMC). On your certificate, it shows your Taxpayer Identification Number (TID) and Location Number (LOC). Please make note of these important numbers. You will need to use them on exemption certificates and for phone or written communication with the Indiana Department of Revenue (DOR).

Please note the expiration date on the certificate. All Indiana RRMCs must be renewed every two years with DOR. Merchants in good standing with DOR will automatically receive a renewed certificate. However, if a merchant has unpaid tax liability(ies) owed to DOR, they cannot renew their RRMC.

All businesses are required to file sales and/or withholding taxes online. Please register for INtax today at www.INtax.in.gov. When registering, use your preapproved INtax activation code, 22E6DE1D-CC0E-0110-E053-0A131840DE77.

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

If you have questions about your sales or withholding taxes, you may contact Customer Service at (317) 233-4015, Monday through Friday 8 a.m. - 4:30 p.m. EST.

Sincerely,

Indiana Department of Revenue







CITY OF BLOOMINGTON MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Meinette CareCare
 INSPECTOR'S NAME E. J. Trimpold INSPECTOR'S PHONE # 812-360-2727
 DATE OF INSPECTION 3-23-19
 TAXICAB COMPANY _____
 VEHICLE YEAR 14 MAKE Freedom MODEL Trailer
 VIN 5WKB2L626F1030285

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓	—	_____
FLASHERS	✓	—	_____
REFLECTORS	✓	—	_____
HORN	✓	—	_____
WINDSHIELD WIPERS	✓	—	_____
MIRRORS	✓	—	_____
SEATBELTS	✓	—	_____
BUMPER HEIGHT	✓	—	_____
ALL WINDOWS	✓	—	_____
MUFFLER	✓	—	_____
TIRES	✓	—	_____
BRAKES	✓	—	_____
DOORS	✓	—	_____
GENERAL CONDITION OF VEHICLE	✓	—	_____

Attach this completed Inspection Sheet with your permit or renewal application and remit to:
 City of Bloomington
 Department of Economic and Sustainable Development
 401 N. Morton St.
 Bloomington, Indiana 47404
 812-349-3419

ps://drive.google.com/drive/my-drive

Mobile Vendors	License Term	License Dates	Approved for Public Property
Name			
Big Cheez – 1	1 year	3-6-19 to 3-5-20	Y
La Poblana LLC	1 Year	4-4-18 to 4-3-19	Y
Kebab On Wheels, LLC	1 Year	2-6-2019 to 2-5-20	Y
Doner Kebab	1 Year	3-6-19 to 3-5-20	Y
Kona Ice of Bloomington	1 Year	7-18-18 to 7-10-19	Y
812 BBQ, LLC	1 Year	5-1-18 to 5-1-19	Y
Wevers Smoke Eaters BBQ #2	1 year	7-11-18 - 7-10-19	Y
Pili's Party Taco	1 year	11-8-17 to 11-7-18	Y
Pili's Party Taco Truck #2	1 year	9-19-18 to 9-18-19	Y
JD's Taste of Chicago	1 year	5-1-18 to 5-1-19	Y
Limestone BBQ, LLC	1 year	3-21-18 to 3-20-19	Y
InBloom Juicery	1 year	5-1-18 to 4-30-19	Y
Sweet Valley Ice Cream	1 year	5-29-18 to 5-28-19	Y
Smooth Moves	6 months	6-27-18 to 12-26-18	Y
Top Shotta jerk Chicken LLC	1 year	8-3-18 to 8-2-19	Y
Swakin LLC	1 year	9-13-18 to 9-12-19	N
Broomstick Bakery	1 year	9-20-18 to 9-19-19	N
Joella's Hot Chicken	1 year	3-6-19 to 3-5-20	Y
Domino's Pizza	1year	3-6-19 to 3-5-20	Y
PUSHCARTS			
Names			
The Chocolate Moose	1 year	5-16-18 to 5-15-19	Y
The Sandwich Spot	1 year	10-17-18 to 10-16-19	Y
Kona Ice of Bloomington	1 year	3-7-18 to 3-6-19	Y

Highlighted – Currently Petitioning Board of Public Works for Approval



Board of Public Works Staff Report

Project/Event: Request to Designate Office Supplies and Furniture as Surplus Property and Allow Said Property to be Added to City Auction

Petitioner/Representative: Planning & Transportation Department

Staff Representative: Scott Robinson

Date: 4/2/2019

Report: The Department of Planning & Transportation has various office supplies and furniture that it no longer needs and would like to have declared surplus property. The technology is 10+ years outdated, the chairs are in poor condition, and the storage receptacles are no longer needed. Because no one in the office has found use for these items, the Department of Planning & Transportation would like them to be added to the City Auction.

Recommendation and Supporting Justification: Recommend declaring the various office supplies and furniture surplus property and adding them to the City Auction.

Recommend Approval Denial by: *Scott Robinson*

**BOARD OF PUBLIC WORKS
RESOLUTION 2019-30**

**TO DISPOSE OF SURPLUS PERSONAL PROPERTY
OWNED BY THE CITY OF BLOOMINGTON**

WHEREAS, the City of Bloomington Planning and Transportation Department (“P&T”) purchases and provides furniture and office supplies for the Department staff including, but not limited to, chairs, file cabinets, and various transcription equipment, which are used by P&T staff in order to assist them in their work on behalf of the City; and

WHEREAS, the furniture and office supplies have limited life cycles; and

WHEREAS, as the furniture and office supplies become inoperable and/or outdated, they are no longer needed or beneficial to the City; and

WHEREAS, the furniture and office supplies are identified in Attachment A, which is attached hereto and incorporated herein by reference; and

WHEREAS, P&T would like for the furniture and office supplies identified in Attachment A to be included in the next City auction; and

WHEREAS, pursuant to Indiana Code § 5-22-22-6, the City of Bloomington Board of Public Works (hereinafter “Board of Public Works”) may determine the furniture and office supplies to be surplus property and may authorize the transfer of the property without advertising, as there is more than one (1) item, and the value of this inoperable and/or outdated furniture and office supplies is less than five thousand dollars (\$5,000); and

WHEREAS, P&T has assessed the value of the furniture and office supplies contained in Attachment A to be less than five thousand dollars (\$5,000); and

NOW, THEREFORE, be it hereby resolved by the Board of Public Works that:

1. The furniture and office supplies identified in Attachment A are hereby declared to be surplus personal property.
2. The value of the furniture and office supplies is assessed to be less than five thousand dollars (\$5,000).
3. The Board of Public Works authorizes this surplus personal property to be offered for public sale at the next City auction.

PASSED AND ADOPTED by the City of Bloomington Board of Public Works this 2nd day of April, 2019.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

Attest: _____
Terri Porter, Director
Planning and Transportation Department

ATTACHMENT A



Department of Planning & Transportation Surplus List

-
- 8 office chairs
 - 1 - File cabinet - 4 drawers metal
 - 1 - Panasonic transcriber
 - 1 - Panasonic foot pedals
 - 1 - Sony foot pedal
 - 1 - Sanyo voice recorders
 - 1 - Sony microphone
 - 1 - Brother label maker
 - 1 - Dynamic headset w/replacement sponges (ear)
 - 1 - Map storage bin (Composite wood)
 - 1 – 19"x23" metal carts, 2 shelves
 - 1 – Aurora cross cut shredder
 - 3 – 36"x48" map/plat metal file drawers



Board of Public Works Staff Report

Project/Event: Northstock

Petitioner/Representative: Bloomington High School North (BHSN)

Staff Representative: Christina Smith

Meeting Date: April 2, 2019

Event Date: Friday, May 10, 2019

BHSN Student Council will hold "Northstock" their version of Woodstock at the Waldron, Hill, and Buskirk Park on Friday, May 10th from 7:00 p.m. to 10:00 p.m. Student bands will perform original music during fundraiser event. In case of rain, the event will be held indoors at BHSN on Saturday, May 11th from 7:00 p.m. to 10:00 p.m.

Petitioner has applied and received permission from the Parks and Recreation Department to utilize the park. This event is open to the general public and all proceeds will go to a BHSN community service group to be determined after the event.

Staff supports the noise permit request.



CITY OF BLOOMINGTON

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3410

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3410 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:	Northstock		
Location of Event:	Waldron Hill, and Buskirk Park		
Date of Event:	5/10/19	Time of Event:	Start: 7:30 pm
Calendar Day of Week:	Friday		End: 10 pm
Description of Event:	Bloomington High School North student bands perform in North's annual version of Woodstock. All profits go to local school/community charities.		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="radio"/> Yes <input type="radio"/> No
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:	TBD

Applicant Information

Name:	Margaret Comentale		
Organization:	BHSN Student Council	Title:	President
Physical Address:	3901 N. Kinser Pike, Bloomington, IN 47404		
Email Address:	margaret.comentale@gmail.com	Phone Number:	(812) 340-4953
Signature:	MC Comentale	Date:	3/18/19

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

April 2, 2019

Date

Dana Palazzo, Secretary



CITY OF BLOOMINGTON
parks and recreation

Mailing Address

Administrative Offices
401 N. Morton St. Suite 250
PO Box 848
Bloomington, IN 47402
Phone: (812) 349-3700
Fax: (812) 349-3705
parks@bloomington.in.gov
www.bloomington.in.gov/parks

**Allison-Jukebox
Community Center**
351 South Washington Street
Bloomington, IN 47401
(812) 349-3731

Banneker Community Center
930 West 7th Street
Bloomington, IN 47402
(812) 349-3735

Cascades Golf Course
3550 North Kinser Pike
Bloomington, IN 47402
(812) 349-3764

Frank Southern Ice Arena
1965 South Henderson Street
Bloomington, IN 47401
(812) 349-3740

Twin Lakes Recreation Center
1700 West Bloomfield Road
Bloomington, IN 47403
(812) 349-3720

Inclusive Recreation
(812) 349-3747

**Maintenance, Landscaping
& Cemetery Operations**
(812) 349-3498

Urban Forestry
(812) 349-3716

Date: March 5, 2019

Dear Applicant:

We are pleased to inform you, the request for a Special Use Permit has been approved for the following event/facility/date:

Northstock

Waldron, Hill, and Buškirk Park including stage

Friday, May 10, 2019 from 6 pm to 10:30 pm (includes set-up and dismantle)

Special Notes:

Certificate of Insurance will need to be submitted to this office. This should be received, along with payment, by April 29, 2019.

Tents and other temporary structures must be weighted down. Staking of tents and temporary structures is not permissible in parks.

Contact Christina Smith, Public Works to determine if a noise permit is necessary.

Please make sure attendees do not park in or block the police parking lot, as emergency vehicles must be able to quickly enter and leave this area.

Please adhere to the Bloomington Parks and Recreation's special use guidelines (attached) when conducting your event.

Attached is an invoice for your event permit. Payment is due at least ten (10) days prior to your event.

Please feel free to contact me should you have further questions.

Sincerely,

Kim Clapp
Office Manager

Encl. Permit Packet and invoice

Cc: Parks Operations
Parks Community Events
Allison-Jukebox
Bloomington Public Works
Bloomington Police Department

BHSN Student Council presents

Northstock

May 10th, 2019

Waldron, Hill, and Buskirk Park

Schedule of events:

5:30 Begin soundchecks on stage

6:15 Admission opens to students participating in Color War

6:30 Color War begins

- Participants are given bags of colored powder (cornstarch dyed with food coloring; nontoxic and removed entirely by rain) to throw
- Will not be permitted outside of fenced area
- Music will be played on speakers (already set up during soundchecks)

7:00 Concert starts

- Student bands play 20-30 minute sets

10:00 Concert ends; audience is ushered out

10:00-11:00 Student Council members remain to pick up trash, pack up equipment, etc.



Waldron Hill
Buskirk Park

Entrance
Ticket

Concessions

Gated Crowd
area

Bandstand

Allison Jukebox
Community Center

Lincoln Street
Park Playground

3rd Street Park
Playground

S Lincoln

S Lincoln



Board of Public Works Staff Report

Project/Event: Request to use Hector Drive on April 27 for Eastern Heights Block Party

Staff Representative: Sean Starowitz

Petitioner/Representative: Laura Jones, Eastern Heights Neighborhood Association

Event Date: April 27, 2019

Meeting Date: April 2, 2019

Report: The Eastern Heights Neighborhood Association is requesting to use E Hector Drive between 4237 E Hector and the Kinser Drive intersection for their spring block party following a day of neighborhood cleanup. The group was assigned the date April 27th as part of the HAND Neighborhood Cleanup grant. This would close this section of E Hector Drive between 4:30 and 9:30 P.M.; event hours are 5:00 to 9:00 P.M.

The petitioners expect 25-50 households to attend. The purpose of this event is to socialize, build community, and celebrate a hard day's work cleaning up the Eastern Heights neighborhood via the HAND grant. There will be a potluck dinner.

No parking signs are not needed, and the group is not requesting a noise permit.

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

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2019-32
EASTERN HEIGHTS BLOCK PARTY**

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

WHEREAS, the Eastern Heights Neighborhood Association (hereinafter referred to as "Neighborhood" is desirous of the closing E. Hector Drive between 42237 E. Hector and E. to hold neighborhood cleanup and cookout/potluck; and

WHEREAS, the City of Bloomington encourages and values activities for residents to get to know their neighbors; and

WHEREAS, the Neighborhood has received a City of Bloomington Community Improvement Grant for this project; and

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

1. The City of Bloomington Board of Public Works declares East Hector Drive between 4237 E Hector and Kinser Drive will be closed to motor vehicle traffic from 4:30 p.m. until 9:30 p.m. on Sunday, April 27th, 2019 for the purpose of staging a neighborhood block party and neighborhood cleanup and cookout/potluck.
2. Neighborhood shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
3. The Neighborhood shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. Neighborhood shall obtain, and place at Neighborhood's own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. The Neighborhood agrees to close the street not before 4:30 p.m. on Sunday, April 27th, 2019 and to remove barricades and signage by 9:30 p.m. on Sunday, April 27th, 2019.
4. The Neighborhood shall be responsible for obtaining any and all required permits or licenses as well as being responsible for all legal and financial expenditures.
5. The Neighborhood shall be responsible for notifying the general public, public transit and public safety agencies of the street closing at least 48 hours in advance.
6. The Neighborhood shall clean up the street both before and after the event. The clean-up shall include but not be limited to removal of any food or drink residue, picking up litter, sweeping any broken glass, and the placing, emptying and removal of trashcans. Clean-up after the event shall be completed by 7:00 p.m. on the day of the event.

7. _____, a duly authorized representative of the Neighborhood, represents that he/she has been fully empowered by proper action of the Neighborhood to bind the Neighborhood to the terms and conditions set forth in this Resolution and does so bind the Neighborhood by his/her signature set forth below.

ADOPTED THIS 2nd DAY OF APRIL, 2019

BOARD OF PUBLIC WORKS

ALL TERMS AND CONDITIONS
CONTAINED IN THIS RESOLUTION
AND AGREED TO:

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice President

Printed Name

Dana Palazzo, Secretary

Date:



NEIGHBORHOOD BLOCK PARTY APPLICATION

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

1. Applicant Information

Contact Name:	Laura Jones		
Contact Phone:		Mobile Phone:	812-606-7810
Title/Position:	Co-President		
Neighborhood:	Eastern Heights		
Address:	4237 E. Hector Dr.		
City, State, Zip:	Bloomington		
Contact E-Mail Address:	laurajones517@gmail.com		
Neighborhood E-Mail and URL:	easternheightsneighbors@gmail.com		
Org Phone No:		Fax No:	

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

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

3. Event Information

Date(s) of Event:	April 27, 2019	
Time of Event:	Date: 4/27/2019 Start: 5:00pm	Date:4/27/2019 End: 9:00pm
Setup/Teardown time Needed	Date: 4/27/2019 Start: 4:30pm	Date:4/27/2019 End: 9:30pm
Calendar Day of Week:	Saturday	
Description of Event:	<p>Spring Block Party. We received the Neighborhood Clean Up Grant from HAND and was assigned the date, April 27,2019. We are planning a cookout/potluck. It was suggested to have a social event on the day of the clean up. It would be a great opportunity to relax and celebrate a job well done after a day of hard work.</p>	
Street(s) you wish to close	Hector Dr. between 4237 E. Hector Dr. and the Kinser Pike intersection The homes within the closed section are active participants in the block party. Hector is a small side street that is easily bypassed.	
Expected Number of Participants:	25-50 homes	Expected # of vehicles (Use of City Parking spaces): 0

Eastern Heights Neighborhood

BLOCK PARTY
and
POTLUCK

SATURDAY APRIL 27 • 5pm-9pm
(following Cleanup Day from 9am-1pm)
E. Hector Dr. @ Kinser Dr.

WHAT TO BRING: **A potluck dish to share • Chairs • Your own plates & utensils • Your beverage of choice**

Please RSVP and sign up for a dish to share by visiting the following website:

<https://www.signupgenius.com/go/10c0d4aa9ab2ca1f58-neighborhood>

Notes

No parking signs
are not needed.





Board of Public Works Staff Report

Project/Event: Addendum #1 to 2018 Agreement with Cargill Deicing Technology
for Deicing Salt

Petitioner/Representative: Street Department

Staff Representative: Joe VanDeventer

Meeting Date: April 2, 2019

Per the 2018 Agreement with Cargill Deicing Technology, Cargill has agreed to extend our contract on same terms and conditions for 2019-20 season.

Cargill Deicing Technology

8,000 Tons **\$ 94.41** **\$ 755,280**

Staff recommends approval of addendum #1 to 2018 Agreement with Cargill Deicing Technology for 2019-20 season.

Recommend **Approval by Joe VanDeventer**

ADDENDUM #1 TO DEICING MATERIALS CONTRACT
between the
CITY OF BLOOMINGTON
and
CARGILL DEICING TECHNOLOGY

This Addendum #1 supplements the 2018 contract for Deicing Materials Cargill Deicing Technology, (“Agreement”) as follows:

1. On July 24, 2018, the Board of Public Works awarded the deicing materials contract based upon Cargill Deicing Technology’s bid for those materials. Renewal of this Agreement for two (2) consecutive one year terms is allowed. Cargill Deicing Technology has informed the City that it is willing to renew this 2018 contract for an additional year (First Renewal) and will provide deicing materials at the prices contained in its 2018 bid. The City and Cargill Deicing Technology agree to a one (1) year renewal of the Agreement, which shall commence on the date of award and shall continue through April 1, 2020.

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

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

CITY OF BLOOMINGTON

CARGILL DEICING TECHNOLOGY

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

By: _____

Name and Title

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____



Board of Public Works Staff Report

Project/Event: Award bids for De-icing Salt

Petitioner/Representative: Street Department

Staff Representative: Joe VanDeventer

Meeting Date: July 24, 2018

A review of the 2018 de-icing material bids have been conducted to determine the most responsible and responsive action to be recommended to the Board of Public Works.

Granular Sodium Chloride Untreated De-icing Salt

Compass Minerals America Inc.	500 Tons	\$87.50	\$43,750.00
Cargill, Inc.	500 Tons	\$94.41	\$47,205.00
Morton Salt	500 Tons	No Bid	\$0.00

Sodium Chloride with Liquid Magnesium Treated De-icing Salt

Compass Minerals America Inc.	8,000 Tons	No Bid	\$0.00
Cargill, Inc.	8,000 Tons	\$94.41	\$755,280.00
Morton Salt	8,000 Tons	No Bid	\$0.00

Staff recommends awarding the untreated de-icing salt bid to Compass Minerals America Inc. in the amount of \$87.50 per ton and treated de-icing salt bid to Cargill, Inc. in the amount of \$94.41 per ton.

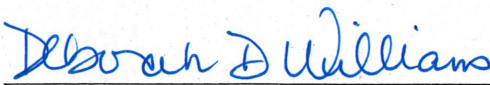
Recommend **Approval by Joe VanDeventer**

**BID OFFER FOR SODIUM CHLORIDE WITH LIQUID MAGNESIUM
CITY OF BLOOMINGTON, INDIANA 2018-2021**

Unit Price per Ton \$ 94.41
Total Bid Amount \$ 755,280.00 8,000 Tons (More or Less)

Please state any conditions that are not part of specifications below or by attachment:

Bidder: Cargill, Inc. – Salt, Road Safety
Address: 24950 Country Club Blvd., Suite 450
City/State: North Olmsted, OH 44070
Phone: 1-800-600-7258
Email: Bid_Cdt@Cargill.com / Deborah_Williams@cargill.com

Agent: 
Signature

 Deborah D Williams _ Customer Service Rep.
Printed Name and Title

Date: June 22, 2018

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the Customer Care Rep. of Cargill, Inc. – Salt, Road Safety.
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Deborah D Williams
Signature
Deborah D Williams
Printed name

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

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

Deborah D Williams and acknowledged the execution of the foregoing this

22nd day of June, 2018.

Pamela S. Burcewicz
Notary Public

Pamela Burcewicz
Printed name

My Commission Expires: September 2021

County of Residence: Lorain



PAMELA S BURCEWICZ
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 9/13/21



Road Safety
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

March 15, 2019

Dear Joe,

Thank you for your request on February 26, 2019 to renew your business for the 2019/2020 winter season with Cargill, Incorporated – Salt, Road Safety for ClearLane® enhanced deicer. Cargill values the partnership we have had and service we have been able to provide to you.

Cargill Deicing Technology has reviewed your request and considered internal factors and current market conditions. Another factor that was considered is the relationship we have enjoyed with the City of Bloomington over the past several years.

Considering the above, Cargill would like to offer the following renewal option, utilizing the same terms and conditions of our existing contract with pricing and tonnage as stated below:

Price for 2019/2020 season: \$94.41 per ton

Tonnage for 2019/2020: 8,000 tons ClearLane® enhanced deicer

After you have reviewed this information, please respond back to this offer by March 29, 2019. We appreciate our partnership with The City of Bloomington and look forward to working with you again this upcoming winter season.

Sincerely,

Tony DiPietro

Strategic Account Manager

Cargill Inc Road Safety

Accepted: City of Bloomington IN

Signature

Name: _____

Date: _____



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreement with Duke Energy for N. Fee Lane

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: April 2, 2019

The Department of Public Works (DPW) received notification from Duke Energy that an existing Street light on the east side of N. Fee Lane, along Kelly School of Business building needed to be replaced. This light is approximately 30 years old and is in disrepair.

This light will be leased through Duke Energy with the City paying for the equipment, ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. As a standard practice, the City elects lease Option A on all of the outdoor lighting service agreements for the up front equipment costs. All of the costs associated with leased street lights are paid out of the Local Road & Street Fund with the Street Operations Division's budget.

Location: N. Fee Lane near the Kelly School of Business

Fixture: One (1) 70W LED Grey roadway fixture mounted on spun aluminum pole

Option A: \$3,243.64

Estimated Monthly Charge: \$4.22

Recommendation: Approve Outdoor Lighting Service Agreement by *Christina Smith*



3/21/2019

CITY OF BLOOMINGTON ATTN: CHRISTINA SMITH
PO BOX 100
BLOOMINGTON , IN 47402-0100

Subject:

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance	BLTILCLM0000013569		3/21/2019	
	Agreement Coverage	Agreement Number		Current Date	
18003894	32020838	75110	5450	V742	BLTIL
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code
					Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name		This Agreement has an Initial Term selected by Customer.
Customer Name	CITY OF BLOOMINGTON ATTN: CHRISTINA SMITH	
Service Location or Subdivision	<i>Free Lane</i>	The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address		
Service City, State, Zip code		
Mailing Name	CITY OF BLOOMINGTON ATTN: CHRISTINA SMITH	Notes:
Mailing Business Name		
Mailing Address	PO BOX 100	
Mailing Address	401 N MORTON ST	
Mailing City, State, Zip code	BLOOMINGTON IN 47402-0100	

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 6/19/2019 AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$3,243.64	\$3.20	\$1.02	1	\$4.22	\$4.22	\$4.22
Option B - 1 Year Agreement Initial Term	\$282.67	\$3.20	\$1.02	1	\$286.89	\$286.89	\$4.22
Option C - 3 Year Agreement Initial Term	\$96.85	\$3.20	\$1.02	1	\$101.07	\$101.07	\$4.22
Option D - 5 Year Agreement Initial Term	\$65.71	\$3.20	\$1.02	1	\$69.93	\$69.93	\$4.22
Option E - 7 Year Agreement Initial Term	\$52.70	\$3.20	\$1.02	1	\$56.92	\$56.92	\$4.22
Option F - 10 Year Agreement Initial Term	\$43.29	\$3.20	\$1.02	1	\$47.50	\$47.50	\$4.22

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
 ** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) **A** DECLINE

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative	AND	Customer / Representative
Signature <u><i>Craig Barker</i></u>		Signature <u><i>Adam Wan</i></u>
Printed Name <u>Craig Barker</u>		Printed Name <u>Adam Wan</u>
Date <u>3/21/2019</u>		Date <u>3-20-19</u>

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION <small>LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source</small>	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
2	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$3.20	\$1.02	1	\$4.22
SECTION I - A - TOTALS								*ESTIMATED MONTHLY TOTAL COST	4.22

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.04377 Rate Effective Date 9/1/2018 Estimated Annual Burn Hours 4,000

****CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**

Impact Watts = the energy used by the lamp watts plus ballast watts.

<p>a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.</p> <p>b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).</p>	<p>c. Annual kWh divided by twelve (12) months equals monthly kWh.</p> <p>d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item.</p>
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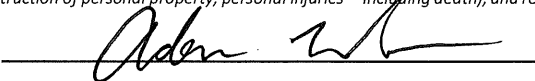
C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Legacy Style 39 Ft Direct Buried Single or Twin Side Mount Aluminum Satin Finish	1

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

Customer's Signature  Date 7-20-19

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
 - 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
 - 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.



USP: Add Up Stream Protection, Facility ID, and Blocking Device Type

- USP: ?
- USP: ?
- USP: ?
- USP: ?

- ▶ PERSONAL ACCOUNTABILITY
- ▶ ACTIVE CARING
- ▶ HAZARD RECOGNITION

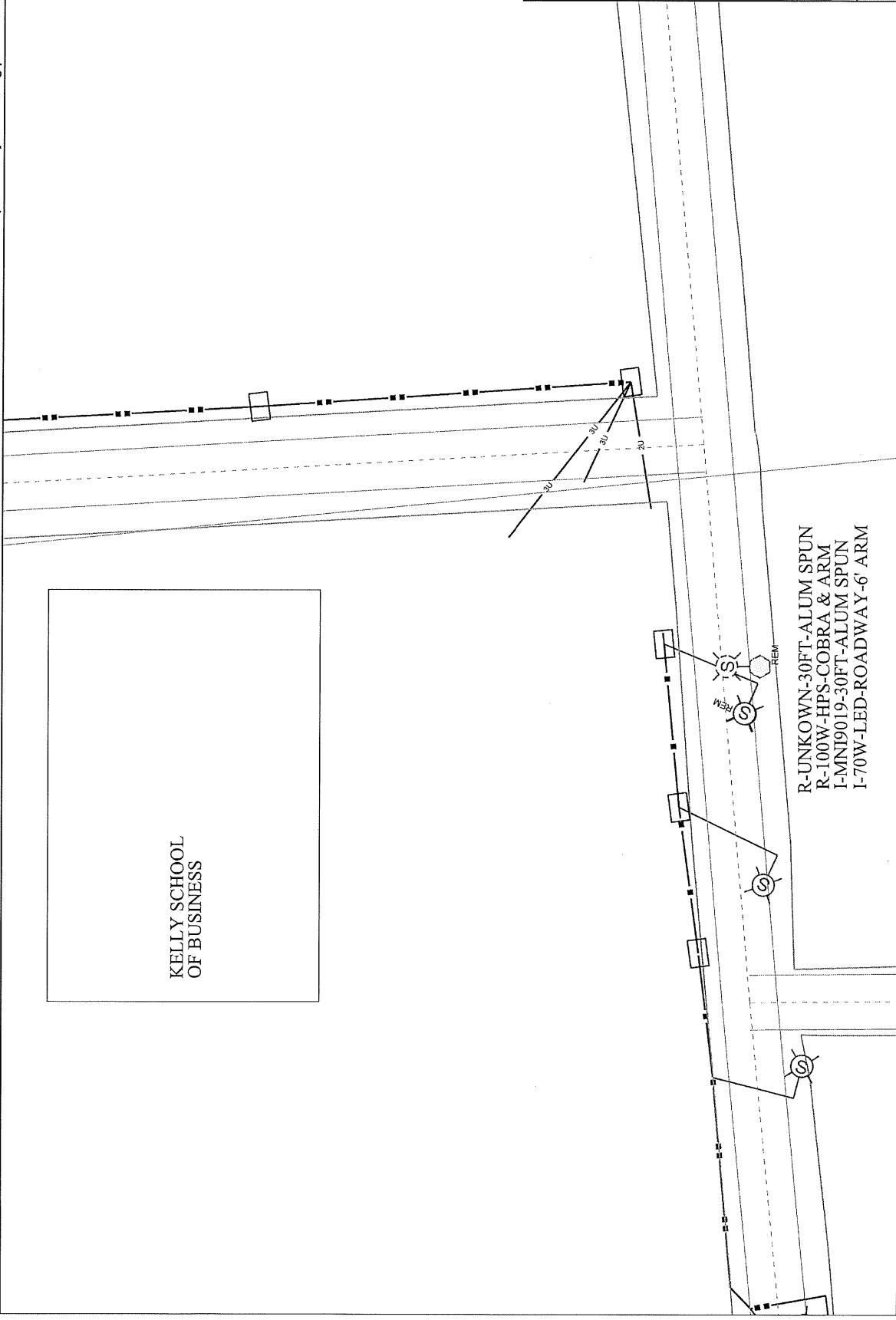
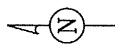
Safety Reminders / Adverse Conditions



Work Zone General Comments: Double click to e

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

KELLY SCHOOL OF BUSINESS



Work Order Number: 32020838

Customer/Contact: _____

Contact Phone: _____

Job Site Address: E 10TH ST

City: BLOOMINGTON

County: MONROE

State, Zip: IN, 47405

Designer: Craig Barker

Designer Phone: 317-452-3743

Circuit ID: _____

Primary Voltage: _____

Permit Required: Yes ___ No ___

Permit Type/No.: _____

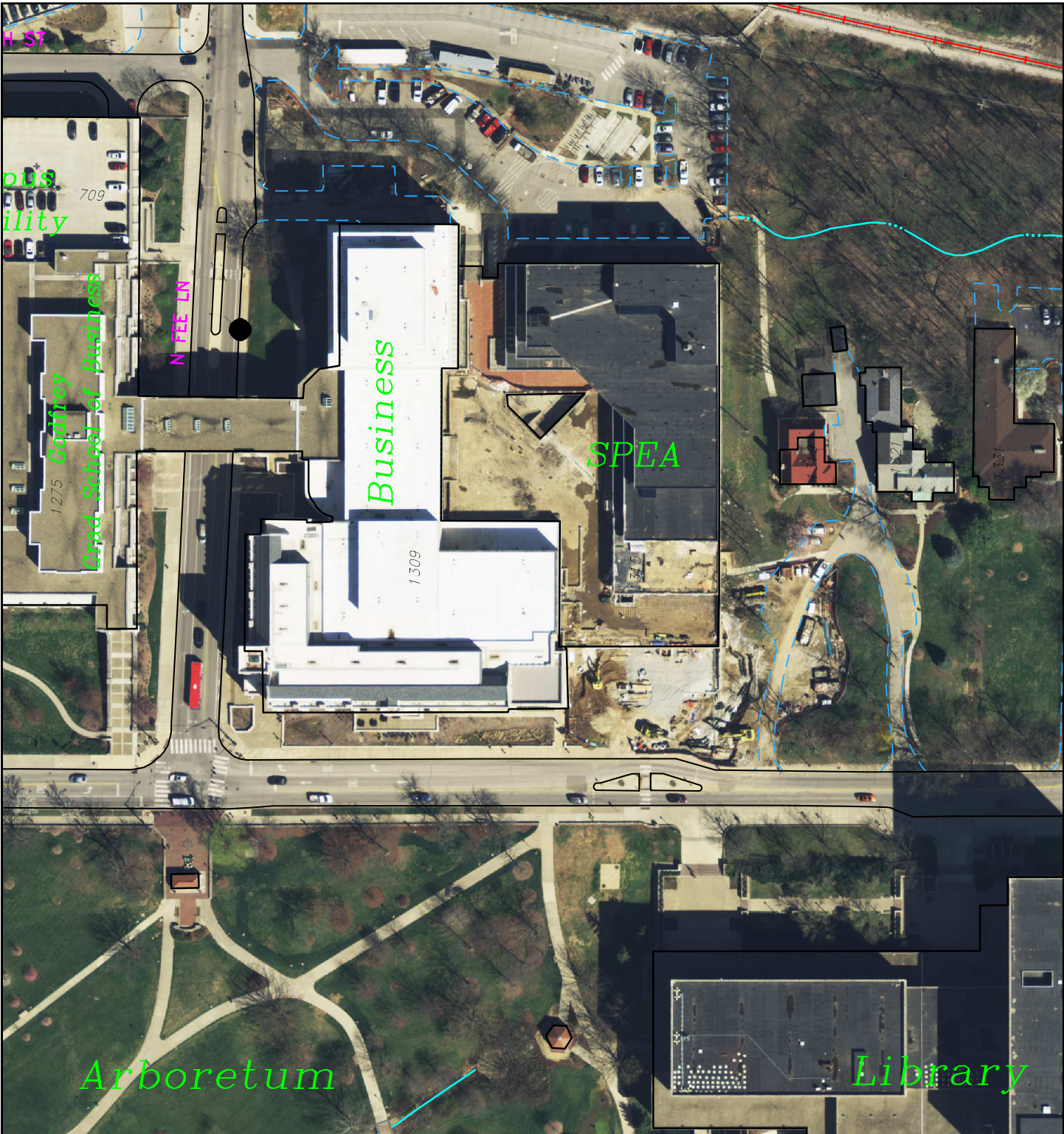
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Permit Type/No. 3: _____

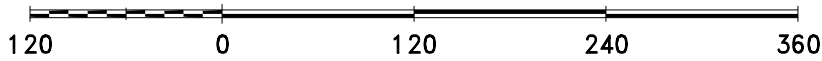
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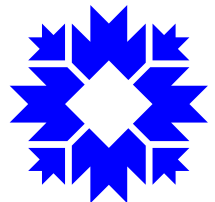
Sheet Scale = 1"=50'



By: smithc
28 Mar 19



City of Bloomington
Public Works



Scale: 1" = 120'

For reference only; map information NOT warranted.

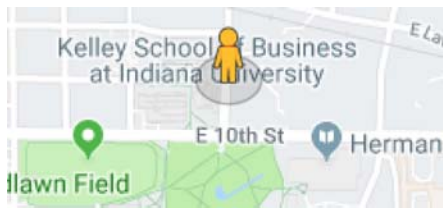


Image capture: Jul 2015 © 2019 Google

Bloomington, Indiana



Street View - Jul 2015





Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreement with Duke Energy for E. 10th Street

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: April 2, 2019

The Department of Public Works (DPW) received notification from Duke Energy that the existing street lighting system along East 10th Street from North Indiana Avenue to North Union Street needed to be replaced. These lights are approximately 30 years old and are in disrepair.

These lights will be leased through Duke Energy with the City paying for the equipment, ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. As a standard practice, the City elects lease Option A on all of the outdoor lighting service agreements for the up front equipment costs. All of the costs associated with leased street lights are paid out of the Local Road & Street Fund with the Street Operations Division's budget.

Location: E. 10th Street between N. Indiana Avenue to N. Union Street

Fixture: Twenty-four (24) 70W LED Grey roadway fixtures mounted on spun aluminum poles

Option A: \$76,193.25

Estimated Monthly Charge: \$104.67

Recommendation: Approve Outdoor Lighting Service Agreement by *Christina Smith*



3/20/2019

CITY OF BLOOMINGTON ATTN: CHRISTINA SMITH
PO BOX 100
BLOOMINGTON , IN 47402-0100

Subject:

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000011605		3/20/2019
	Agreement Coverage			Agreement Number		Current Date
18003894	29251326	75110	5450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana, 1000 East Main Street, Plainfield, IN 46168

Business Name		This Agreement has an Initial Term selected by Customer.
Customer Name	CITY OF BLOOMINGTON ATTN: CHRISTINA SMITH	
Service Location or Subdivision		The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address		
Service Address		
Service City, State, Zip code		
Mailing Name	CITY OF BLOOMINGTON ATTN: CHRISTINA SMITH	Notes:
Mailing Business Name		
Mailing Address	PO BOX 100	
Mailing Address	401 N MORTON ST	
Mailing City, State, Zip code	BLOOMINGTON IN 47402-0100	

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 6/18/2019 AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$76,193.25	\$75.62	\$29.05	24	\$104.67	\$4.36	\$4.36
Option B - 1 Year Agreement Initial Term	\$6,640.02	\$75.62	\$29.05	24	\$6,744.70	\$281.03	\$4.36
Option C - 3 Year Agreement Initial Term	\$2,274.95	\$75.62	\$29.05	24	\$2,379.63	\$99.15	\$4.36
Option D - 5 Year Agreement Initial Term	\$1,543.52	\$75.62	\$29.05	24	\$1,648.19	\$68.67	\$4.36
Option E - 7 Year Agreement Initial Term	\$1,237.99	\$75.62	\$29.05	24	\$1,342.66	\$55.94	\$4.36
Option F - 10 Year Agreement Initial Term	\$1,016.79	\$75.62	\$29.05	24	\$1,121.46	\$46.73	\$4.36

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
 ** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) A DECLINE

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative	AND	Customer / Representative
Signature <u>Craig Barker</u>		Signature <u>Adam Wasu</u>
Printed Name <u>Craig Barker</u>		Printed Name <u>Adam Wasu</u>
Date <u>3/20/2019</u>		Date <u>3.19.19</u>

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION <small>LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source</small>	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
2	Light Fixture Roadway LED 110W Gray (RAL7038) Type III 120V	9,336	110	0.1100	440	\$3.15	\$1.66	6	\$28.89
3	Light Fixture Roadway LED 70W Gray (RAL7038) Type III 120V	6,261	70	0.0700	280	\$3.15	\$1.06	18	\$75.78
SECTION I - A - TOTALS								*ESTIMATED MONTHLY TOTAL COST	104.67

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.045387 Rate Effective Date 1/1/2016 Estimated Annual Burn Hours 4,000

****CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**

Impact Watts = the energy used by the lamp watts plus ballast watts.

a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item.

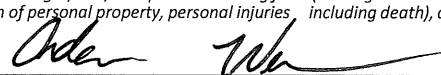
C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Light Pole Direct Buried Aluminum 39 foot long brushed aluminum	24

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

Customer's Signature  Date 3.19.19

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
 - 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
 - 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

USP: ?
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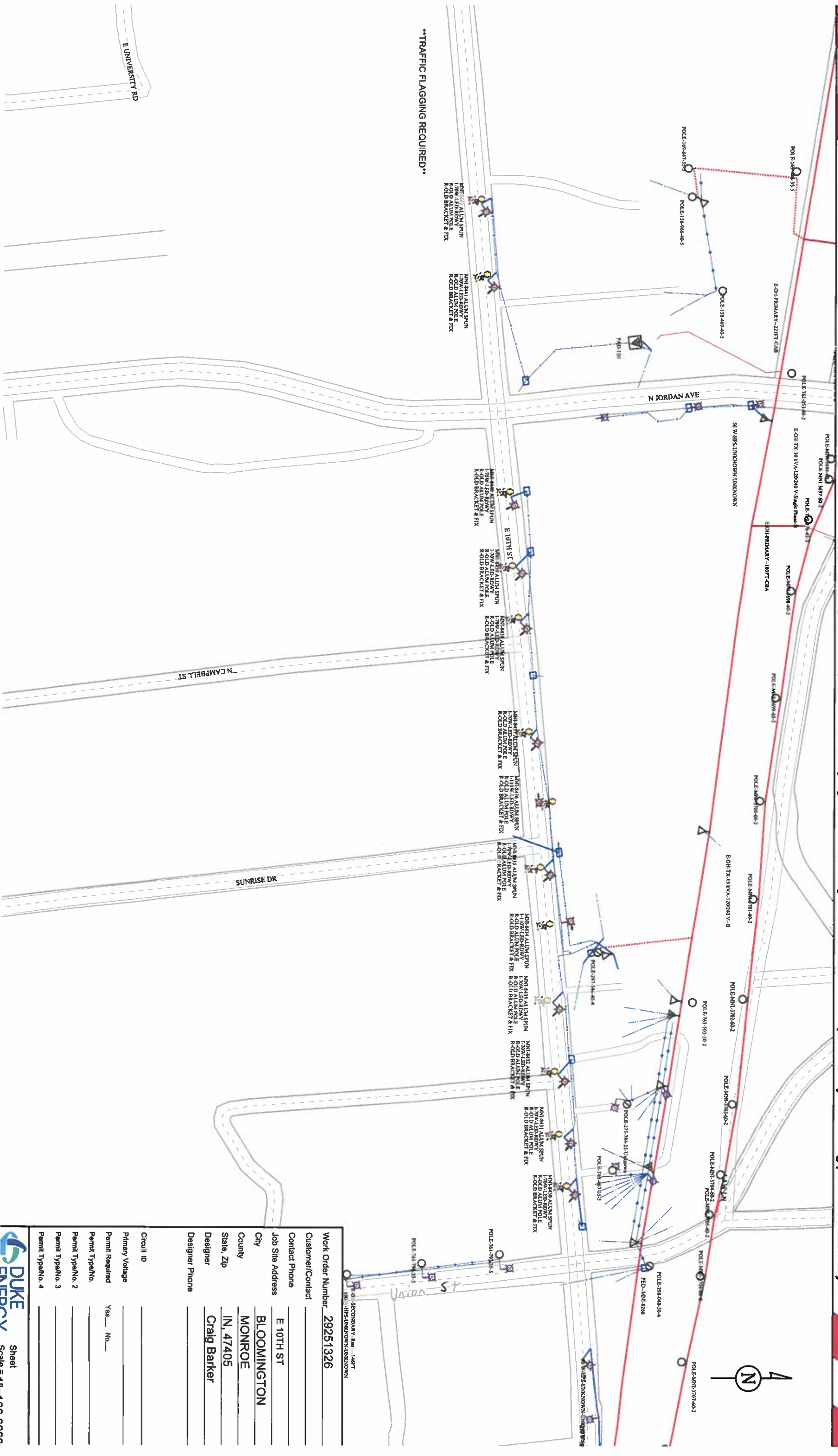


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WORK ZONE GENERAL COMMENTS: DOUBLE CLICK TO

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



****TRAFFIC FLAGGING REQUIRED****

Work Order Number **29251326**

Customer/Contact _____

Contact Phone _____

Job Site Address **E 10TH ST**

City **BLOOMINGTON**

County **MONROE**

State, Zip **IN, 47405**

Designer **Craig Barker**

Designer Phone _____

Circuit ID _____

Primary Voltage _____

Permit Required Yes ___ No ___

Permit TypeNo. 1 _____

Permit TypeNo. 2 _____

Permit TypeNo. 3 _____

Permit TypeNo. 4 _____



USP: Add Up Stream Protection, Facility ID, and Blocking Device Type
 USP: ?
 USP: ?
 USP: ?
 USP: ?

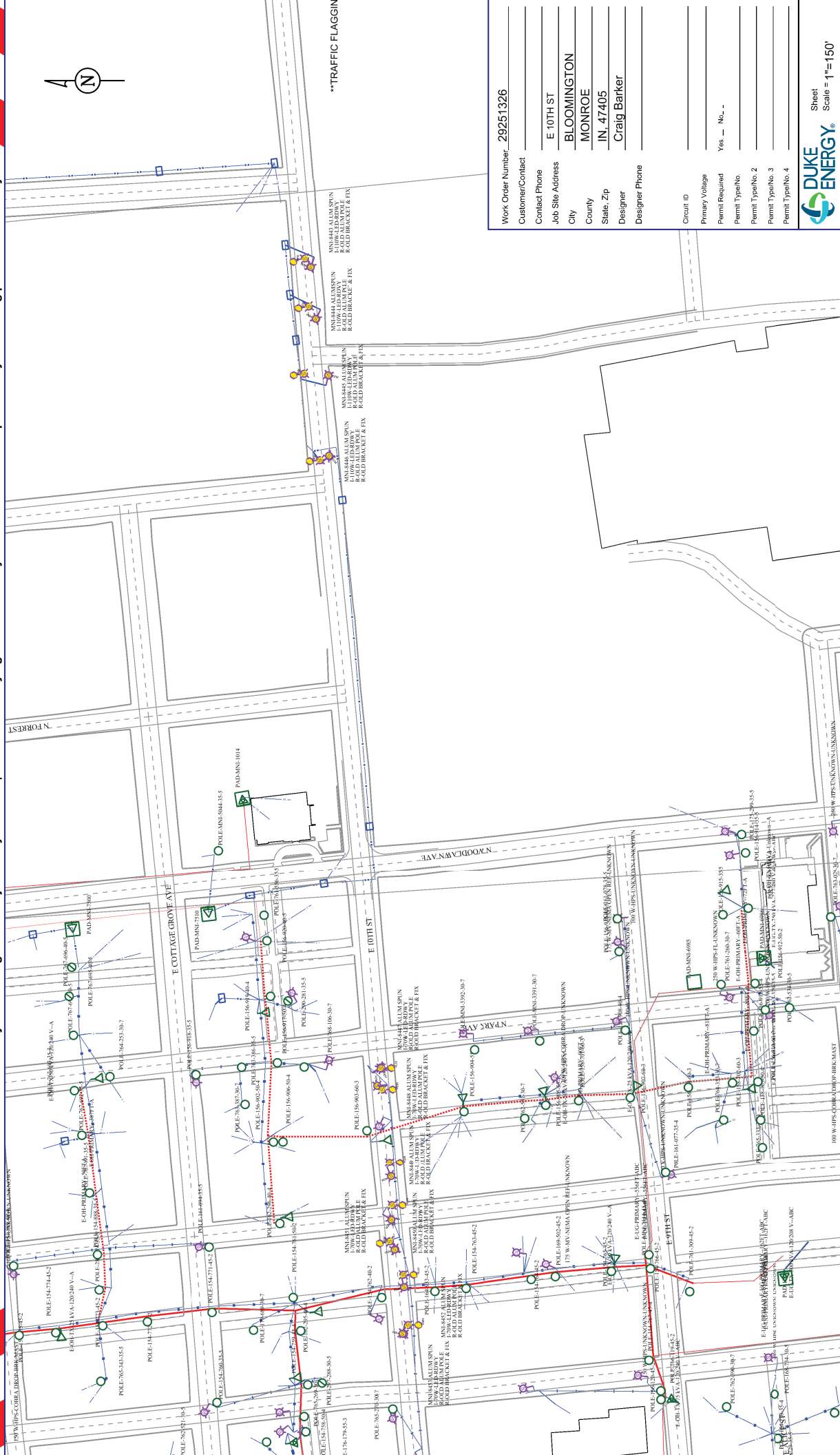


Safety Reminders / Adverse Conditions



Work Zone General Comments: Double click to edit

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



**TRAFFIC FLAGGING

Work Order Number	29251326
Customer/Contact	
Contact Phone	
Job Site Address	E 10TH ST
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47405
Designer	Craig Barker
Designer Phone	
Circuit ID	
Primary Voltage	
Permit Required	Yes _ No _ _
Permit TypeNo. 1	
Permit TypeNo. 2	
Permit TypeNo. 3	
Permit TypeNo. 4	



Board of Public Works Staff Report

Project/Event: Service Contract with City Lawn, LLC for Mowing, Vegetation Removal and Turf Maintenance Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: April 2, 2019

This contract is for mowing, vegetation removal, turf maintenance and fertilizing services at City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to City Lawn, LLC, for an amount not to exceed \$10,000.00.

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
CITY LAWN, LLC**

This Agreement, entered into on this 2nd day of April, 2019, by and between the City of Bloomington Department of Public Works (the “Department”), and City Lawn, LLC (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Mowing, vegetation removal, turf treatments and fertilizing. These services will be performed at City facilities (“Services”) for a set price of Forty Dollars (\$40.00) per person, per hour. This rate shall include any trip charges and/or fuel charges. Costs for materials, such as fertilizer, mulch, or chemical treatments shall be paid by the Department. 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 31st, 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 Ten Thousand Dollars (\$10,000.00). 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: City Lawn, LLC, PO Box 5561, Bloomington Indiana 47407.

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

City Lawn, LLC

Philippa M. Guthrie, Corporation Counsel

Randy Younger, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

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.

City Lawn, LLC

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 Wylie's Floor Covering, Inc. for Maintenance and Repair of Flooring, Carpeting, and Base Moldings

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: April 2, 2019

This contract is for maintenance and repair of flooring, carpeting and base moldings at all City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to Wylie's Floor Covering, Inc. not to exceed \$10,000.00

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff". The signature is written in a cursive, flowing style.

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
WYLIE'S FLOOR COVERING, INC.**

This Agreement, entered into on this 2nd day of April, 2019, by and between the City of Bloomington Department of Public Works (the "Department"), and Wylie's Floor Covering, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Maintenance and repair of flooring, carpeting, and base moldings. These services will be performed at City facilities ("Services") for a set price of Thirty-Five Dollars (\$35.00) per person, per hour Monday-Friday 8:00 am - 4:00 pm. Work outside of these hours shall be performed for a set price of Fifty-Two Dollars and Fifty Cents (\$52.50) per person, per hour. Any required materials shall be paid for by the Department. 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 31st, 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 Ten Thousand Dollars (\$10,000.00). 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: Wylie's Floor Covering, Inc., 1130 S. Walnut St., Bloomington Indiana 47401.

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

Wylie's Floor Covering, Inc.

Philippa M. Guthrie, Corporation Counsel

David England, President

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

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.

Wylie’s Floor Covering, 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 Bruce Home Improvements, Inc., for Maintenance and Repair of Overhead Doors and Associated Equipment

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: April 2, 2019

This contract is for maintenance and repair of overhead doors, door openers, and remote operators at City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to Bruce Home Improvements, Inc., for an amount not to exceed \$10,000.00.

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
BRUCE HOME IMPROVEMENTS, INC.**

This Agreement, entered into on this 2nd day of April, 2019, by and between the City of Bloomington Department of Public Works (the "Department"), and Bruce Home Improvements, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Maintenance and repair of overhead doors, door openers, and remote control equipment for overhead doors. These services will be performed at City facilities ("Services") for a set price. One person during normal business hours shall be One Hundred Forty Dollars (\$140.00) for the first hour, Seventy-Five Dollars (\$75.00) per hour for the second hour and all subsequent hours. Two people during normal business hours shall be One Hundred Ninety Dollars (\$190.00) per hour for the first hour, One Hundred Twenty-Five Dollars (\$125.00) per hour for the second hour and all subsequent hours. Three people during normal business hours shall be Two Hundred Twenty-Five Dollars (\$225.00) for the first hour, One Hundred Sixty Dollars (\$160.00) per hour for the second hour and all subsequent hours. Normal business hours shall be Monday through Friday 7:00 am to 5:00 pm. One person outside of normal business hours shall be Two Hundred Dollars per hour (\$200.00) for the first hour, One Hundred Twenty-Five Dollars (\$125.00) per hour for the second hour and all subsequent hours. Two people outside of normal business hours shall be Two Hundred Fifty Dollars (\$250.00) per hour for the first hour, One Hundred Seventy-Five Dollars (\$175.00) per hour for the second hour and all subsequent hours. Three people outside of normal business hours shall be Three Hundred Dollars (\$300.00) for the first hour, Two Hundred Twenty-Five Dollars (\$225.00) for the second hour and all subsequent hours. The Department will be pay for all parts and materials. 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 31st, 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 Ten Thousand Dollars (\$10,000.00). 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 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 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 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: Bruce Home Improvements, Inc., PO Box 614, Clear Creek, Indiana 47426.

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

Bruce Home Improvements, Inc.

Philippa M. Guthrie, Corporation Counsel

James R. Bruce, President

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

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.

Bruce Home Improvements, 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: _____

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/29/2019	Payroll				406,916.84
					<u>406,916.84</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of **\$ 406,916.84**

Dated this 2nd day of April year of 2019.

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Request to Use Kirkwood Right of Way on August 31st for 2019
PrideFest Bloomington

Staff Representative: Sean Starowitz

Petitioner/Representative: Kyle Hayes

Event Date: August 31, 2019

Meeting Date: April 2, 2019

Report: Every August, Bloomington Pride holds their annual PrideFest event in order to support the LGBTQ+ community. The festival will host numerous activities, including live shows and music. In 2019, PrideFest festival footprint will slightly change on Kirkwood Avenue, starting at the intersection of Walnut Street and Kirkwood Avenue to the intersection of Lincoln Street on Saturday, August 31, 2019 from 3:00 to 11:00 p.m. In addition to Kirkwood Avenue, Washington Street and Lincoln Street will also be closed between 4th and 6th Streets.

Pride agrees not to close E. Kirkwood Avenue from North Washington to North Lincoln until 1:00 p.m. on August 31th so that patrons will still have access to People's State Bank. This will be the fourth time Bloomington PRIDE has used Kirkwood Avenue for its Pridefest with around 10,000 participants. The purpose of Pridefest is to create a safe, inclusive and supportive environment for celebration and education; support people (gender, sexuality, race, ethnicity, abilities, talents, etc); and to inspire and promote creativity in our diverse community. There will be interactive activities, food, alcohol, a stage for musicians, and vendor booths. A specific space will be designated for youth and families.

Event hours are 3:00 p.m. to 11:00 p.m. They are also requesting a Noise Permit as well during event hours. Many area and adjoining businesses have shown their support for both the event and the new location.

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

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2019-31**

PRIDEFEST BLOOMINGTON

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

WHEREAS, Bloomington PRIDE has requested use of city streets to conduct a street event; and

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

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

1. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets and sidewalks may be utilized to conduct the Pridefest Bloomington event between the hours of 3:00 p.m. on Saturday, August 31, 2019 until 1:00 a.m. on Sunday, September 1st, 2019: Kirkwood Avenue from Walnut Street to Lincoln Street, as well as, North and South Washington Street from 6th to 4th Street, and North and South Lincoln from 6th to 4th Street. Kirkwood starting on Friday, August 30th, 2019 from 9:00 p.m., until the Sunday, September 1st, until 1:00 a.m. for its annual event. PRIDE agrees not to close E. Kirkwood Avenue from North and South Washington to North and South Lincoln until 1:00 p.m. on August 31st, 2019.
2. The street closures outlined above are for the purposes of allowing Bloomington PRIDE to provide a community event of high quality that is mutually beneficial to participants and the community on Saturday, August 31st, 2019.
3. PRIDE shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. Bloomington PRIDE shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. PRIDE shall obtain, and place at PRIDE'S own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Bloomington PRIDE agrees to close the streets not before 9:00 p.m. on Friday, August 30th, 2019, and to remove barricades and signage by 1:00 a.m. on Sunday, September 1st, 2019. Bloomington Pride also agrees to not close East Kirkwood between North and South Washington Street and North and South Lincoln Street until 1 PM on Saturday, August 31st.
5. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the

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

6. Bloomington PRIDE shall be responsible for notifying the general public, public transit and public safety agencies of the street restrictions in advance by notice at least 48 hours in advance.
7. In consideration for the use of the City's property and to the fullest extent permitted by law, Bloomington PRIDE, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
8. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS ____ DAY OF _____, 2019.

BOARD OF PUBLIC WORKS:

BLOOMINGTON PRIDE

Kyla Cox Deckard, President

Signature

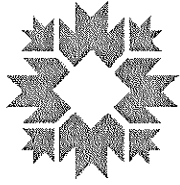
Beth H. Hollingsworth, Vice-President

Printed Name

Dana Palazzo, Secretary

Position

Date



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

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

Department of Public Works
812-349-3410

1. Applicant Information

Contact Name: Kyle Hayes

Contact Phone: 812-251-6470 Mobile Phone:

Title/Position: Vice Chair, Board of Directors

Organization: Bloomington PRIDE

Address: Bloomington PRIDE P.O. Box 554

City, State, Zip: Bloomington, IN. 47402

Contact E-Mail Address: Kyle.hayes@bloomingtonpride.org

Organization E-Mail and URL: info@bloomingtonpride.org

Org Phone No: N/A Fax No: N/A

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

Organization Name:

Address:

City, State, Zip:

Contact E-Mail Address:

Phone Number: Mobile Phone:

Organization Name:

Address:

City, State, Zip:

E-Mail Address:

Phone Number: Mobile Phone:

Organization Name:

Address:

City, State, Zip:

E-Mail Address:

Phone Number: Mobile Phone:

3. Event Information

Type of Event

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

Date(s) of Event:

Saturday, August 31st, 2019

Time of Event:

Date: 08/31/2019 Start: 3:00pm Date: 08/31/2019 End: 11:00pm

Setup/Teardown time Needed

Date: 08/30/2019 Start: 9:00pm Date: 09/01/2019 End: 01:00am

Calendar Day of Week:

Saturday

Description of Event:

Pridefest is a street festival, hosted by Bloomington PRIDE, which celebrates queer art & culture by featuring local artists, businesses, organization, & non-profits to support the local LGBTQ+ community.

List of Street Closures (If applicable)

From intersection of Walnut & Kirkwood to intersection of Kirkwood & Grant. From 4th to 6th Street on Washington & Lincoln streets.

Expected Number of Participants:

~12,000 - 15,000

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

~5-8 for food trucks

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



A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)

- The starting point shall be clearly marked
- The ending point shall be clearly marked
- The number of lanes to be restricted on each road shall be clearly marked
- Each intersection along the route shall be clearly identified
- A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and
- The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event: Pridefest
 Location of Event: Kirkwood Avenue btw Walnut + Grant
 Date of Event: 08/31/2019 Time of Event: Start: 3:00 pm
 Calendar Day of Week: Saturday End: 11:00 pm
 Description of Event: Pridefest is a street festival, hosted by Bloomington PRIDE which celebrates queer art + culture by featuring local artists, bussinesses, organizations, + non-pro fits to celebrate the local LGBTQ+ community.

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

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

Applicant Information

Name: Kyle Hayes
 Organization: Bloomington PRIDE Title: Vice Chair
 Physical Address: 920 N. Woodbridge Dr. Bloomington, IN. 47408
 Email Address: Kyle.hayes@bloomingtonpride.org Phone Number: 812-251-6470
 Signature: Kyle Hayes Date:

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Date

Dana Palazzo, Secretary

Bloomington PRIDE Pridefest Recycling Management Plan

Event name: Bloomington PRIDE Pridefest

Number of expected attendees: ~12,000-15,000

Number of food vendors: ~5-7

Number of other vendors: ~60-80

Designated waste and recycling manager: Kyle Hayes

Event map: Attached separately.

Targeted waste:

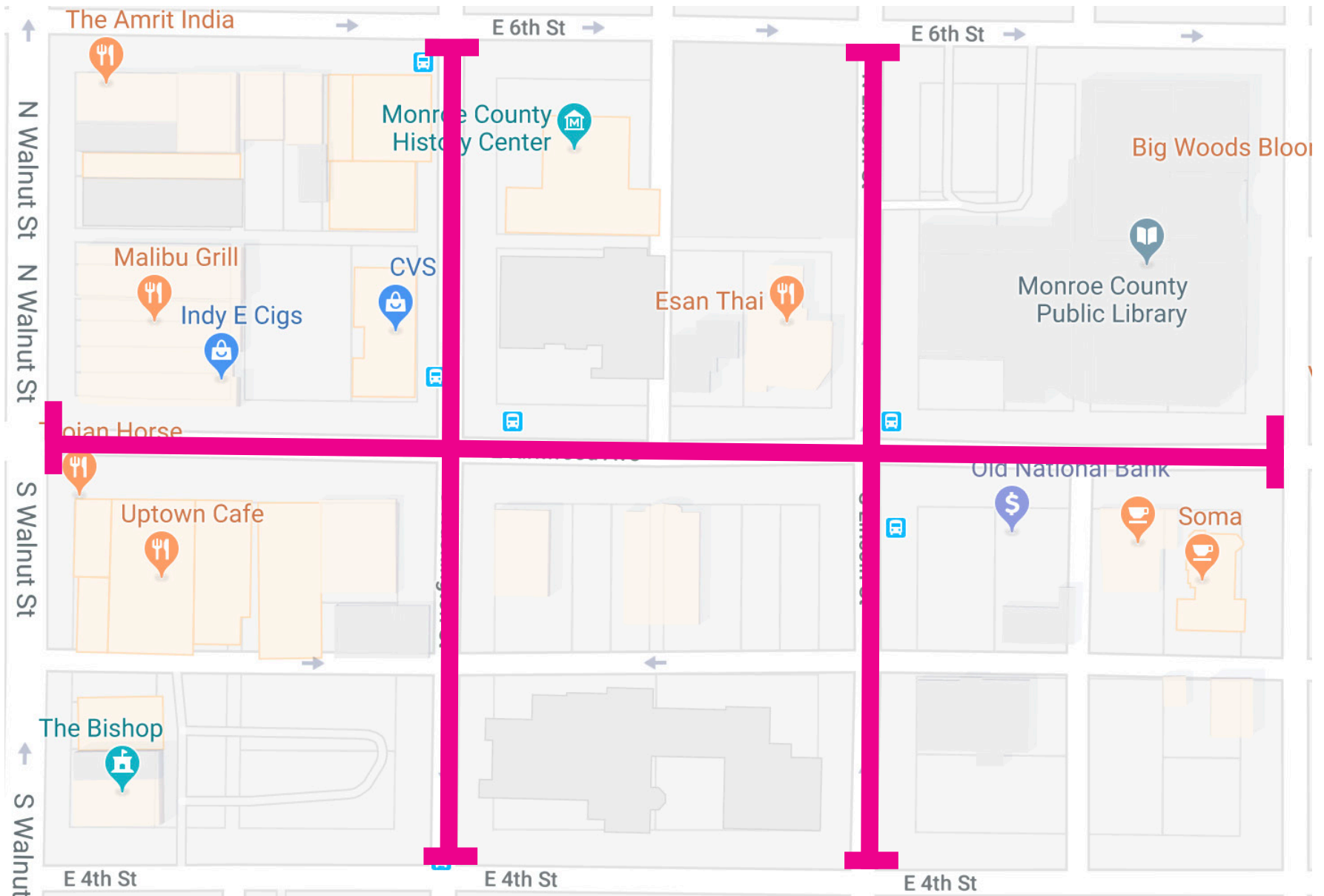
Type of waste	Collection plan
Paper plates, paper napkins, plastic cutlery, plastic cups food waste,	Waste & recycling bins staffed by volunteers

Collection & hauling system: The festival will have waste and recycling bins located around the periphery of the festival. These will be spaced intermittently for easy access by festival-goers. We plan to train our volunteers who are staffing these areas to be able to assist festival goers on which bins to use, depending on the waste. To assist in this, we'll have signage which will clearly indicate which bins are used for waste and which bins are used for recycling.

Vendor & volunteer education & training: We always have a pre-festival volunteer training, and for those volunteers who will be working at these waste stations, we will give them specific information and instructions on how to assist festival-goers in throwing away their trash. Vendors will also be given information beforehand about expectations for utilizing the waste and recycling bins appropriately.

Materials & supplies: We will have waste bins for both trash and recyclable items. We will also have signage to distinguish between the two options that are clear and easy to understand.

Designation duties: We have not yet recruited volunteers for the festival, as it is still five months away, but we will have a specific call for volunteers to station the waste bins.



BLOOMINGTON PRIDEFEST 2019 | PROPOSED STREET CLOSURES

- **E. KIRKWOOD AVE.** from east side of Walnut St. intersection to west side of Grant St. intersection
- **WASHINGTON ST.** one block north and south of Kirkwood Ave. (from 4th to 6th streets)
- **LINCOLN ST.** one block north and south of Kirkwood Ave. (from 4th to 6th streets)



Board of Public Works Staff Report

Project/Event: Interim Operating Agreement with Spin Scooters

Petitioner/Representative: Economic and Sustainable Development

Staff Representative: Michael Rouker, City Attorney

Meeting Date: April 2, 2019

Last year, Bird and Lime Scooters deployed shared-use scooters throughout Bloomington. During November of last year, the City entered into interim operating agreements with Bird and Lime. A few weeks ago, Spin Scooters reached out to the City and indicated that it wanted to enter into an interim operating agreement with the City. Spin has agreed to the same terms as Bird and Lime, the basics of which are summarized below.

The agreement sets forth:

- Rules governing the parking and operation of electric scooters within the City's right-of-way and parks
- Penalties that may be charged to the companies for violations of the agreement
- Requirements that scooter companies share certain ridership data with the City and conduct periodic public outreach programs in the community
- Fees that scooter companies will contribute toward the City's costs of maintaining scooter infrastructure and enforcing rules governing scooter use
 - Annual fee: Ten-thousand dollars (\$10,000) per year
 - Monthly fee: Ten cents (\$0.10) per ride, per month
- Minimum insurance requirements and risk transfer

Because the agreement allows scooters to be staged and operated in the City's right-of-way, the Board of Public Works must approve the agreement. The agreement is intended to serve as an interim measure governing electric scooters while the City continues to work on long-term scooter legislation.

Staff recommends approval the Interim Operating Agreement with Spin Scooters.

Recommend **Approval by Michael rouker**

Board of Public Works
Staff Report

ELECTRIC SCOOTER INTERIM OPERATING AGREEMENT

This Electric Scooter Interim Operating Agreement (hereafter "Agreement") is entered into by and between Skinny Labs, Inc. dba Spin (hereafter "Company"), and the City of Bloomington, Indiana (hereafter "City") as of this 18th day of March, 20 19.

1. Statement and Purpose

This Agreement establishes interim terms and conditions governing the Company's electric scooter operation within the City so that such operations are consistent with the safety and well-being of the Bloomington Community and all users of Bloomington's parks and public right-of-way. It is understood that in exchange for authorization to utilize City parks and City right-of-way, the Company shall operate in accordance with the terms and conditions set forth herein.

2. Term

This Agreement shall remain in full force and effect from the date of its execution until the sooner of (1) the adoption of an ordinance by the Bloomington Common Council designed to regulate Electric Scooters or (2) termination of this Agreement in accordance with Section 6 below.

3. Responsibilities of the Company

- a. *Electric Scooter Parking.* Company acknowledges and understands the following requirements for parking electric scooters:
 - i. Electric scooters must stand upright while they are parked.
 - ii. Electric scooters shall not be parked in a manner that would impede normal and reasonable pedestrian access on a sidewalk, including accessible ramps, or in any manner that would reduce the minimum clear width of the sidewalk to less than 48-inches.
 - iii. Electric scooters shall not be parked in a manner that would impede vehicular traffic on a street or alley.
 - iv. Electric scooters shall not be parked in a manner as to block any fire hydrant, call box, or other emergency facility; bus shelter; parking meter; or utility pole or box.
 - v. Electric scooters shall not be parked in a manner that would pose a threat to public health or security.
 - vi. The Company shall not stage electric scooters on a block that does not have sidewalks.
 - vii. Electric scooters shall not be parked in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building.
 - viii. Electric scooters shall not be parked in such a manner as to unduly impede or interfere with the reasonable use of any parking space, newsrack, bus shelter, commercial loading zone, railroad track or crossing, passenger loading zone, street furniture, building entryway, or vehicular driveway.

To the extent the Company desires to park electric scooters in areas other than City parks or the public right-of-way (e.g. plazas, parking lots, private property, or transit stations), the Company must first obtain the right to do so from the appropriate City department, property

owner, or public agency and shall communicate this right to users through signage approved by the respective entity and/or through a mobile or web application.

- b. *Electric Scooter Use.* Electric scooters must be used in conformity with the following requirements.
 - i. Electric scooters may be ridden upon streets, within bike lanes, and upon multi-use trails, multi-use paths, and some sidewalks. Electric scooters may not be ridden upon sidewalks in designated “Dismount Zones,” which are set forth in Bloomington Municipal Code § 15.56.020(a)(7).
 - ii. On sidewalks, paths, and trails, users must:
 - 1. Yield the right-of-way to pedestrians;
 - 2. Pass pedestrians at a distance of at least three feet;
 - 3. Alert other sidewalk or trail users traveling in the same direction with an audible signal prior to passing them;
 - iii. Users must obey all rules of the road, including stopping at stop signs and traffic lights, signaling turns, and following the direction of traffic.
 - iv. To the extent minors are permitted as users, minors are required to wear helmets while riding an electric scooter. Helmets are strongly encouraged for all users.
 - v. The Company shall require all electric scooter riders to take a photo when they park their scooter at the end of a ride.
 - vi. All users must ride with courtesy and respect.
- c. *Lights and Audible Signals.* All electric scooters shall be equipped with properly functioning lights sufficient to make the scooters visible during non-daylight hours. All electric scooters shall also be equipped with a bell or another warning device capable of giving an audible signal. The bell or alternative signaling device shall be capable of alerting pedestrians that the scooter is approaching.
- d. *Condition of Scooters.* In the event a safety or maintenance issue is reported for a specific device, such electric scooter shall be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe device shall be repaired before it is put back into service.
- e. *Twenty-Four Hour Service Line.* The Company shall maintain a twenty-four hour service phone number for the public to report safety concerns, complaints, or to ask questions. The twenty-four hour service line shall be visible upon each electric scooter deployed by the Company. The City shall refer members of the public who report concerns regarding electric scooters to contact the service line and may also publish the phone number on its website, social media platforms, and in other literature. The Company shall respond to requests for rebalancing, reports of incorrectly parked electric scooters, or reports of unsafe/inoperable electric scooters by relocating, re-parking, or removing the electric scooters, as appropriate, within two (2) hours of receiving notice. Notice of aforementioned violations may be submitted in the form of photographic documentation by any authorized City staff or other City representatives.
- f. *Fines.* In the event an electric scooter is improperly staged or placed by company agents, or not relocated, re-parked, or removed within the timeframe specified herein, or in the event any electric scooter is parked in one location for more than seventy-two (72) hours without moving, the City may assess a fine against the Company. For each day that an electric scooter is

improperly staged and/or is not relocated or re-parked, or removed within seventy-two (72) hours as specified herein, the Company shall be subject to a fine of fifty dollars (\$50) for each scooter that is improperly located. This fine shall be applied per vehicle, per day.

- g. *Notices to Users.* Prior to each user's first use of an electric scooter, the Company shall provide notice to each user through a Bloomington-specific mobile application regarding the Bloomington-specific requirements for electric scooter parking outlined in Section 3(a) and electric scooter use outlined in Section 3(b).
- h. *Data Sharing.* The Company agrees to provide the City with access to an Application Programming Interface (API) offering data about its fleet and trip activity within the City, meeting the requirements of the Mobility Data Specification format. All information hosted within the API or retrieved from the API shall be considered a trade secret and proprietary information belonging to the Company. The Company shall provide the City with said access within thirty (30) days of the execution of this Agreement.

As an alternative to granting the City access to the API, the Company may instead comply with this Section of this Agreement by providing the City with reasonable real-time access to ridership data using a different medium, as long as the ridership data includes, at a minimum, the following information:

- i. The total number of rides for the previous quarter.
- ii. The total number of electric scooters in services during the previous quarter.
- iii. The number of rides per electric scooter per day.
- iv. Anonymized trip data that shows the origin and destination, trip duration, distance, and date and time of each trip.
- v. Any other similar data in the possession of the Company that is requested by the City.

However, nothing in this Agreement shall require the Company to share any information that might qualify as personally identifiable information pertaining to individual users or as confidential information under any statute, regulation, court order, or ordinance.

- i. *Outreach.* The Company shall implement and engage in a marketing and targeted community outreach plan at its own cost. Said outreach shall include, at a minimum, the following:
 - i. On-the-Ground Safety Campaigns: Three times per year, the Company shall engage in a week-long on-the-ground Safety Campaign ("Safety Campaign") targeting areas of peak usage. The Company's Safety Campaigns shall include, at a minimum, education on the City's existing rules and regulations, safe and courteous riding, and proper parking. The Company and the City shall coordinate the scheduling of said Safety Campaigns. As many scooter users are students at Indiana University, the parties shall schedule said Safety Campaigns so as to maximize student participation.
 - ii. Bloomington-Specific Landing Page: The Company shall develop a Bloomington-Specific Landing Page and dedicate a portion of its website to said page. The page shall include local "Dos and Don'ts" and Bloomington-specific rules and regulations. The Company shall coordinate with the City regarding the content of the Landing Page.

The Company shall coordinate its outreach plans with the City. Outreach plans are required twice annually, and shall be submitted no later than July 31 of each year and January 31 of each

year. The Company shall obtain the approval of the City regarding the adequacy of said plan. Such approval by the City shall not be unreasonably withheld.

In the event that the City, at its sole determination, observes a significant number of electric scooter users violating laws, rules, or regulations related to riding, parking, or staging of electric scooters, the City reserves the right to amend the outreach requirements set forth in this Agreement at its sole discretion.

4. Responsibilities of the City

The City shall permit the Company to operate an electric scooter rental business within the City's parks and within the City's right-of-way and shall permit the Company's users to operate electric scooters within the City's parks and within the City's right-of-way, provided such operation is in accordance with all laws, ordinances, regulations, and the terms and conditions contained within this Agreement.

5. Fees

The Company agrees to submit a fee to the City in consideration for the use of the City's parks and City right-of-way. Said fee shall consist of an annual fee of ten thousand dollars (\$10,000), and an additional fee of ten cents (\$.10) per ride taken on any scooter the Company has deployed in the City. The City shall invoice the Company for the annual fee during November or December of each year, and the Company shall remit payment to the City within thirty (30) days of receiving said invoice. The per-ride fee shall be invoiced monthly based on data provided by the Company in accordance with Section 3.h. above, and the Company shall submit payment within 30 days of receipt of the invoice.

6. Termination

Either party may terminate this Agreement upon ten (10) days written notice to the other party. Such notice shall be sent in accordance with the terms of Section 13 of this Agreement. As described in Section 2 above, this Agreement shall automatically terminate without either party taking any additional action upon the City Council's adoption of an ordinance regulating electric scooters. The automatic termination date shall correspond to the effective date of said ordinance, in the event that the ordinance's effective date and adoption date are not identical.

7. Insurance

Company 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; (b) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and (c) Excess Liability Insurance in a minimum amount of \$5,000,000 which shall apply to both the General Liability and Automobile Liability policies. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington and its officers, employees and agents shall be named as additional insureds, 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. Prior to initiating operations pursuant to this Agreement, Company shall provide evidence of each insurance policy to the City.

8. Indemnification

Company shall defend, indemnify, and hold harmless the City and the officers, agents, and employees thereof from any and all claims, demands, damages, costs, expenses, or other liability arising out of this Agreement, the Company's operations, or the operation of the Company's electric scooters upon the City's property. However, the foregoing indemnity shall not apply to claims resulting from the gross negligence or willful misconduct of the City, claims related to the City's negligent maintenance of its infrastructure, or claims that the City negligently permitted a project within its right-of-way.

9. 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.

10. 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.

11. Assignment

Neither party 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.

12. 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

13. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City: City of Bloomington
ATTN: Corporation Counsel
401 N. Morton Street
Bloomington, IN 47404

Company: Attn. Brandon Kaufman
450 Mission Street, Suite 400
San Francisco, CA 94105


Nothing contained in this Section or elsewhere in this Agreement shall be construed to restrict the transmission of routine communications between representatives of the City and Company.

14. Integration and Modification

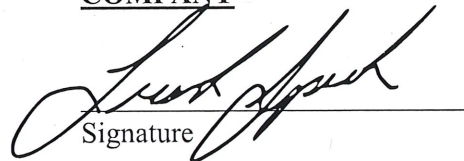
This Agreement represents the entire and integrated agreement between the parties. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have set forth their hands below with the intent to be bound by the foregoing terms and provisions.

CITY OF BLOOMINGTON

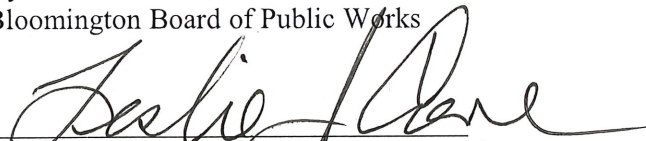
 Philipppa M. Guthrie
John Hamilton, Mayor

COMPANY

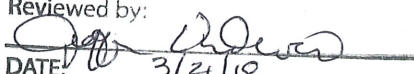

Signature

Frank Speek, Manager, Government Partnerships
Printed Name and Title

Kyla Cox Deckard, President
Bloomington Board of Public Works


Kathleen Mills, President Leslie J. Coyne
Bloomington Board of Park Commissioners

CITY OF BLOOMINGTON
Controller

Reviewed by: 
DATE: 3/21/19

FUND/ACCT: 100-00000 P11-les

CITY OF BLOOMINGTON
Legal Department

Reviewed By: MICHAEL ROYKER
DATE: 3/20/19



Board of Public Works Staff Report

Project/Event: Approve Conveyance of City Surplus Real Property
Switchyard Park

Petitioner/Representative: City Parks and Recreation Department

Staff Representative: Dave Williams, Operations Director

Date: April 2, 2019

Report: The former CSX Railroad McDoel Switchyard property was purchased by the City in 2009. In 2015 design on *Switchyard Park* began and a determination was made that a section of abandoned rail corridor would not be used for the park project and was of no use to the City. At its meeting on February 19, 2019, the Board of Public Works declared this abandoned corridor was surplus property and determined that the highest and best use of this surplus property was sale to an adjacent landowner. Surveys of the property were completed and resulted in the discovery that a 0.18 deed overlap area existed between the legal description of the City surplus property and a portion of the adjacent landowners' properties.

Legal notice regarding the sale of this surplus property resulted in the receipt of one bid from the owners of the adjacent properties located at 1850 S. Walnut St. and 1840 S. Walnut St. The minimum bid for the property was established and published by City Legal, and the offer submitted met those requirements. The offer was accepted, and payment in full has been received.

Recommendation and Supporting Justification:

It is recommended the Board of Public Works approve the conveyance of this deed overlap area to the adjacent landowners.

Recommend **Approval** **Denial by:**

Dave Williams, Operations Director, Parks and Recreation

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the CITY OF BLOOMINGTON, an Indiana municipal corporation (hereinafter referred to as "Grantor"), is the owner of property described in a deed, recorded on December 30, 2009, as Instrument Number 2009022206 in the Office of the Recorder of Monroe County, Indiana. Grantor, acting through its Board of Public Works, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby RELEASE and QUITCLAIM to MARK WEBB and LINDA WEBB, Husband and Wife, (hereinafter referred to as "Grantees") of Monroe County, Indiana, all of Grantor's right, title and interest in a portion of the property identified above. The portion of the property in Monroe County, Indiana, which is hereby deeded to Grantees is described in Exhibit A, Real Estate, attached hereto and incorporated herein by reference.

Subject to all restrictions, covenants, easements, encumbrances and rights of way of record.

Grantees shall be responsible for payment of the 2018 real estate taxes, due and payable in 2019, and for all tax liabilities that accrue prior to transfer of title.

The undersigned persons executing this Quitclaim Deed on behalf of Grantor represent and certify that they are officials of Grantor and have been fully empowered, by proper authority, to execute and deliver this Quitclaim Deed on behalf of Grantor, and that all necessary action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed this 2nd day of April, 2019.

CITY OF BLOOMINGTON, INDIANA,
Acting through its Board of Public Works

By: _____
Kyla Cox Deckard, President

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

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

My Commission Expires:

Notary Public

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, IN.

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is Mark Webb and Linda Webb, 2520 S. Roundhill Ct., Bloomington, IN 47401.

EXHIBIT "A"

REAL ESTATE

A part of the South Half of the Northwest quarter of Section 9, Township 8 North, Range 1 West, Monroe County, Indiana, being more particularly described as follows:

Commencing at the Northwest corner of the South Half of the Northwest quarter of said Section 9; thence North 89 degrees 21 minutes 22 seconds East for a distance of 620.41 feet to a rebar found stamped "BRG"; thence South 03 degrees 08 minutes 01 seconds West for a distance of 438.43 feet to the Southwest corner of Lot 1 in Cooper Tracts; thence along the south line of said Lot South 82 degrees 23 minutes 41 seconds East for a distance of 33.88 feet to the Point of Beginning; thence leaving said south line North 07 degrees 14 minutes 47 seconds East for a distance of 9.86 feet; thence North 06 degrees 44 minutes 04 seconds East for a distance of 185.00 feet; thence South 83 degrees 15 minutes 56 seconds East for a distance of 40.00 feet; thence South 06 degrees 44 minutes 04 seconds West for a distance of 185.00 feet; thence South 07 degrees 14 minutes 26 seconds West for a distance of 10.46 feet to the south line of said Lot 1; thence along said south line North 82 degrees 23 minutes 41 seconds West for a distance of 40.00 feet to the Point of Beginning, containing in all 0.18 acres, more or less. Subject to all platted alleys and streets, and all legal easements of record.



Board of Public Works Staff Report

Project/Event: Award Construction Contract to Groomer Construction for the Downtown Curb Ramp Improvements Phase II Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: 04/02/2019

Report: On March 19th, 2019, the Board of Public Works opened sealed bids for the Downtown Curb Ramp Improvements Phase II Project. This project will reconstruct curb ramps along with other pedestrian improvements in 15 locations throughout the downtown area. Three bids were received and opened by the Board,

- Groomer Construction Inc. \$461,081.52
- Milestone Contractors, LP \$466,500.00
- E&B Paving, Inc. \$617,900.00

With Groomer Construction Inc. as the apparent low bidder.

The project is anticipated to begin construction in mid-April and be completed in July. The work is anticipated to create some minor traffic lane and sidewalk closures as it progresses along both 6th Street and Washington Street. No full street closures are expected to occur.

Recommendation and Supporting Justification: City Staff has reviewed the bids and is recommending that the Board award the construction contract to the lowest responsive and responsible bidder, Groomer Construction Inc.

Recommend **Approval** **Denial by:** *Roy Aten*

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

GROOMER CONSTRUCTION INC.

FOR

Downtown Curb Ramp Improvements Phase II

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the ***repair or replacement of pedestrian curb ramps and transitions at fifteen locations throughout the downtown area.*** (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid 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 Bidder 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 as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within 90 (ninety) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him or her 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 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. 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 Bid 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 or she 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 Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
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 or her 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 or she shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

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

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and 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 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 and Performance 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	Groomer Construction INC
Attn: Roy Aten, Senior Project Manager	Attn: Richard D. Groomer
401 N. Morton St., Suite 130	6535 West Ison Road
Bloomington, Indiana 47404	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 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Member

Dana Palazzo, Member

John Hamilton, Mayor of Bloomington

BY:

Contractor Representative

Printed Name

Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

Downtown Curb Ramp Improvements Phase II

This project shall include, but is not limited to, *repair or replacement of pedestrian curb ramps and transitions at fifteen locations throughout the downtown area as depicted on the set of plans.*

ATTACHMENT 'B'

**BIDDER'S 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 Bidder'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 Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (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 Bidder certifies that as successful Bidder (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 Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder 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) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

*Bidders: Add extra sheet(s), if needed.

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-Verify AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

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 Affidavit.
3. The company named herein that employs the undersigned:
 - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

Signature

Printed Name

STATE OF INDIANA)

) SS:

COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

ATTACHMENT 'E'

"Unit Prices"

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into this 2nd day of April, 2019, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and Groomer Construction Inc., (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the 2nd day of April, 2019, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

WHEREAS, said Construction Agreement provides that portions of payments by Owner to Contractor shall be retained by Owner (the "Retainage") and shall be placed in the escrow account created hereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Construction Agreement providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Retainage promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Retainage or for any failure to achieve the maximum possible yield from such Deposit.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably

satisfactory to Escrow Agent.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon the execution and delivery to it of a Payment Certificate attached here as Exhibit A, executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at

its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have

against the other arising out of the aforementioned Construction Agreement.

This instrument constitutes the entire agreement between the Parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

If to Owner:

City of Bloomington Board of Public Works
401 N. Morton Street, Suite 120
Bloomington IN 47404
Attn: Adam Wason, Director

If to Escrow Agent:

First Financial Bank 536 N. College Ave.
Bloomington, IN 47404
Attn: Cindy Kinnarney

If to Contractor:

Name: _____

Address: _____

City/State: _____

Attn: _____

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

OWNER:

City of Bloomington, Board of Public Works

By: _____

Kyla Cox Deckard, President

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Tax I.D. No.: _____

ESCROW AGENT:

First Financial Bank

By: _____

Printed Name: _____

Title: _____



Project Title : Downtown Curb Ramp Improvements, Phase II

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING	1 LS		\$23,550.00	\$23,550.00
002	110-01001	MOBILIZATION AND DEMOBILIZATION	1 LS		\$23,719.23	\$23,719.23
003	201-52370	CLEARING RIGHT OF WAY	1 LS		\$18,750.00	\$18,750.00
004	205-06933	TEMPORARY INLET PROTECTION	16 EACH		\$25.00	\$400.00
005	211-09266	STRUCTURAL BACKFILL, TYPE 3	41 CYS		\$42.00	\$1,722.00
006	303-01180	COMPACTED AGGREGATE NO. 53	327 TON		\$135.00	\$44,145.00
007	304-07490	HMA PATCHING, TYPE B	47 TON		\$315.00	\$14,805.00
008	305-07468	PCCP BASE PATCHING, 12"	191 SYS		\$43.00	\$8,213.00
009	306-08034	MILLING, ASPHALT, 1 1/2 IN.	378 SYS		\$17.00	\$6,426.00
0010	406-05521	ASPHALT FOR TACK COAT	569 SYS		\$2.00	\$1,138.00
0011	604-06070	SIDEWALK, CONCRETE	755 SYS		\$54.00	\$40,770.00
0012	604-08086	CURB RAMP, CONCRETE	422 SYS		\$97.00	\$40,934.00
0013	604-12083	DETECTABLE WARNING SURFACES	74 SYS		\$255.00	\$18,870.00
0014	605-06120	CURB, CONCRETE	1669 LFT		\$42.00	\$70,098.00
0015	610-09108	PCCP FOR APPROACHES, 9 IN	99 SYS		\$108.00	\$10,692.00
0016	621-06570	TOPSOIL	73 CYS		\$285.00	\$20,805.00
0017	621-06575	SODDING, NURSERY	269 SYS		\$45.00	\$12,105.00
0018	621-98038	MULCH, HARDWOOD SHREDDED BARK	19 CYS		\$43.98	\$835.62
0019	702-90915	CONCRETE, CLASS A	7 CYS		\$185.00	\$1,295.00
0020	715-05048	PVC DRAIN PIPE, TYPE 4, CIRCULAR, 6 IN.	36 LFT		\$90.00	\$3,240.00
0021	715-05147	PVC PIPE, TYPE 2, CIRCULAR, 8 IN.	30 LFT		\$97.00	\$2,910.00
0022	715-05148	PVC PIPE, TYPE 2, CIRCULAR, 10 IN.	31 LFT		\$100.00	\$3,100.00
0023	715-05149	RCP PIPE, TYPE 2, CIRCULAR, 12 IN.	28 LFT		\$102.15	\$2,860.20
0024	715-97544	PIPE DUCTILE IRON 8 IN	13 LFT		\$135.69	\$1,763.97
0025		DOWNSPOUT DRAIN CONNECTION ASSEMBLY	2 EACH		\$250.00	\$500.00
0026	720-44000	CASTING, ADJUST TO GRADE	6 EACH		\$375.00	\$2,250.00
0027	720-45045	INLET, J10	4 EACH		\$1,245.00	\$4,980.00

Continued to next page.



Project Title : Downtown Curb Ramp Improvements, Phase II

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
0028		INLET, J WITH EAST JORDAN 7030-T1 FRAME, M4 VANE GRATE ASSEMBLY	1	EACH	\$3,400.00	\$3,400.00
0029	720-45410	MANHOLE, C4	1	EACH	\$4,800.00	\$4,800.00
0030		MANHOLE, TYPE C, EAST JORDAN 1020 LID, 1037 FRAME (4" HT) ASSEMBLY	1	EACH	\$1,250.00	\$1,250.00
0031	720-07309	TRENCH DRAIN	16	LFT	\$185.00	\$2,960.00
0032	720-94840	CASTING, WATER VALVE, ADJUST TO GRADE	6	EACH	\$275.00	\$1,650.00
0033	801-06775	MAINTAINING TRAFFIC	1	LS	\$32,000.00	\$32,000.00
0034	805-95933	CURB PAINTING, YELLOW	87	LFT	\$25.00	\$2,175.00
0035	808-03439	TRANSVERSE MARKING THERMOPLASTIC CROSSWALK, WHITE 24"	1380	LFT	\$11.00	\$15,180.00
0036	808-06368	TRANSVERSE MARKING, REMOVE, UP TO 24"	811	LFT	\$7.00	\$5,677.00
0037	808-06716	LINE, REMOVE, LONGITUDINAL, UP TO 24"	1083	LFT	\$6.50	\$7,039.50
0038	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN	320	LFT	\$10.50	\$3,360.00
0039	802-07060	SIGN, RELOCATE, INCL. NEW POST	23	EACH	\$31.00	\$713.00

TOTAL PROJECT BID:	\$461,081.52
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Board of Public Works Staff Report

Project/Event: Request from Crider and Crider for temporary northbound lane closure on N Range Rd between E 10th St and State Rd 45/46

Staff Representative: Sara Gomez

Petitioner/Representative: Bill Williams

Date: April 2nd, 2019

Report: Crider and Crider is requesting new dates for their temporary northbound lane closure on N Range Rd between E 10th St and State Rd 45/46 originally approved by the Board on 2/19. The original dates requested were for February 25th, 2019 to March 29th, 2019. Due to work in the area at Range Rd and the SR 45/46 bypass, Crider and Crider was unable to begin their work as originally requested. The request is to facilitate sanitary sewer infrastructure updates that will serve the new IU Health Bloomington Hospital. The new request is for the closure to begin April 15th, 2019 and end May 15th, 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 northbound lane closure on N Range Rd.

Recommend Approval Denial by

Sara Gomez



March 25, 2019

Via Electronic Delivery

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

RE: Range Road; Request for Revision of Closure Dates

Dear Board Members:

As you are aware, 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 10th Street and end west of Walnut Street, near Cascades Park.

Previously, this Board had granted approval for Crider & Crider, Inc., to temporarily close a portion of Range Road in order to facilitate this project. That temporary closure location is between State Road 45 / 10th Street and 14th Street. We are requesting the previously approved closure date to be revised from February 25th through March 29th to April 15th through May 15th. This change is necessary in order to accommodate other contractors working in this area to complete their work around the entrance onto the SR 45 / 46 Bypass. This intersection is crucial to be open during our work on Range Road. As agreed to previously, all work will be in accordance with the Maintenance of Traffic Plan submitted for this project.

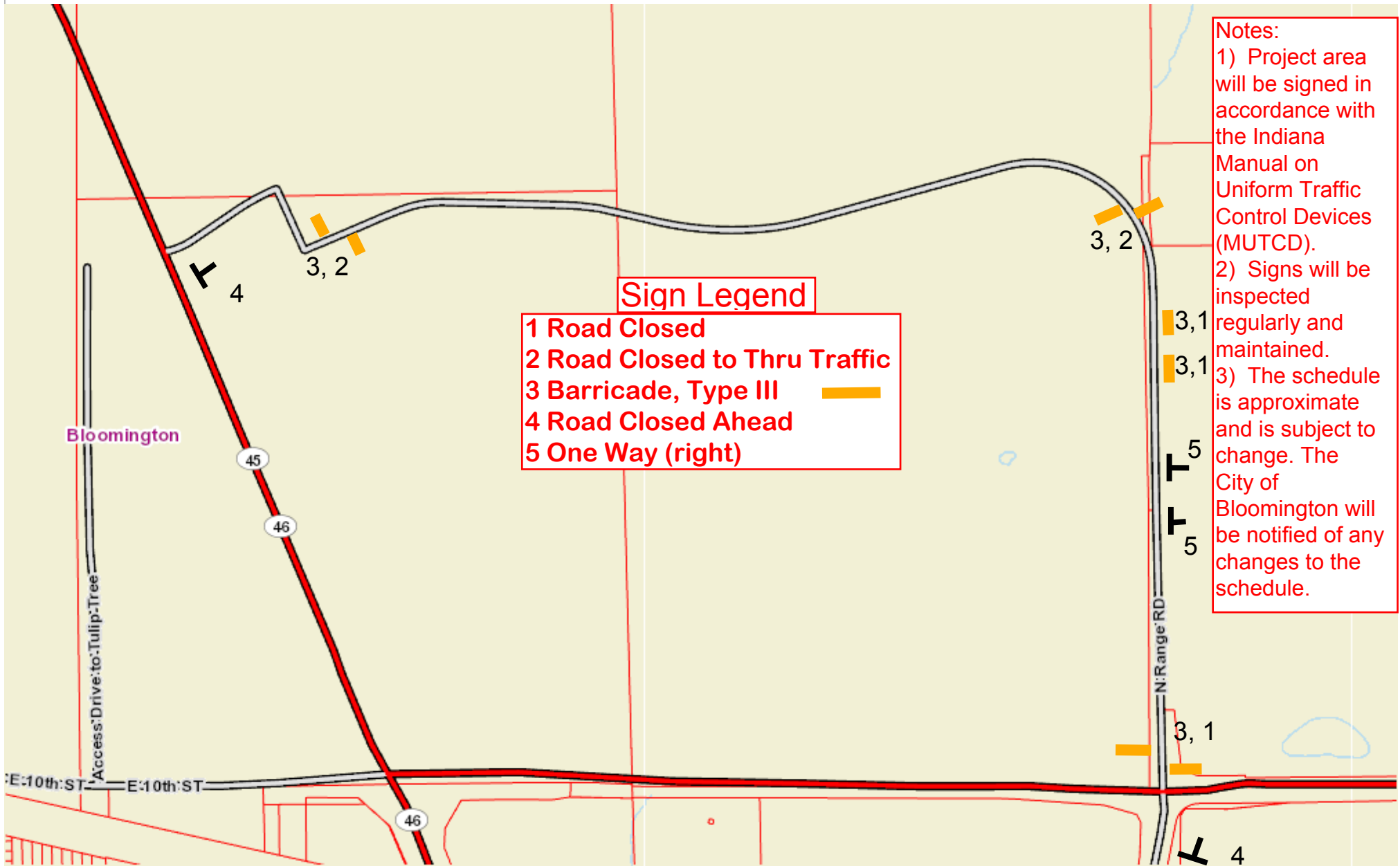
Crider & Crider, Inc. will coordinate all activities with Indiana University offices adjacent to Range Road and 14th Street, the Indiana Department of Transportation, fire and law enforcement officials and transit providers to assure the closure information is well communicated. Therefore, Crider & Crider, Inc. respectfully requests that the Board of Public Works approve the closure described above from April 15, 2019 through May 15, 2019.

Sincerely,

Bill Williams, Project Manager
Crider & Crider, Inc.

BW/me

IUHB Offsite Sanitary Sewer Range Road Construction





Board of Public Works Staff Report

Project/Event: Request from Crider and Crider for temporary road closures on Old N State Rd 37 between N Walnut St and Gourley Pike

Staff Representative: Sara Gomez

Petitioner/Representative: Bill Williams

Date: April 2nd, 2019

Report: Crider and Crider is requesting new dates for their temporary road closures on Old N State Rd 37 between N Walnut St and S Gourley Pike. The request is to facilitate sanitary sewer infrastructure updates for City of Bloomington Utilities that will serve the new IU Health Bloomington Hospital. The work has been delayed due to design issues with the sanitary sewer. The original dates requested and approved by the Board on 2/19 were for February 6th, 2019 to June 6th, 2019. The new request is for the closure to begin April 1st and end July 30th. The closures would be in two phases. The first phase would be a closure between N Walnut and Clubhouse Dr. from 4/1/2019 to 5/29/2019. The second phase would be a closure between Clubhouse Dr. and Gourley Pike from 5/31/2019-7/30/2019.

Crider and Crider has supplied maintenance of traffic plans for all work. They have also coordinated with IMI regarding access to their property, MCCSC regarding their bus routes and the Park Department regarding access to the park facilities (ball fields, playground and shelter houses).

Recommendation and Supporting Justification: Staff has reviewed the request for new dates and recommends granting permission to Crider and Crider for the temporary road closures on Old N State Rd 37.

Recommend **Approval** **Denial** by

Sara Gomez



March 26, 2019

Via Electronic Delivery

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

RE: Old 37 North; Request for Revision to Closure Dates

Dear Board Members:

As you are aware, 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 10th Street and end west of Walnut Street, near Cascades Park. Crider & Crider, Inc. has been hired to provide these improvements.

Previously, this Board had granted approval for Crider & Crider, Inc., to temporarily close two segments of Old 37 North. The first temporary closure phase is between Club House Drive and Walnut Street. We are requesting the closure date be modified from the previously approved date of February 6th through April 5th to April 1st through May 29th. After that work is completed and the road opened to traffic, we will begin the second temporary closure phase of the project from Gourley Pike to Club House Drive. The dates of completing work in this segment will be modified from April 8th through June 6th to May 31st through July 30th. All work will be in accordance with the Maintenance of Traffic Plan submitted for this project.

Crider & Crider, Inc. will coordinate all activities with the City of Bloomington and City of Bloomington Utilities, City of Bloomington Parks and Recreation Department, law enforcement 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 April 1, 2019 through July 30, 2019.

Sincerely,

Bill Williams, Project Manager
Crider & Crider, Inc.

BW/me

IUHBH/ Offsite Sanitary Sewer Improvements

Phase 1

Begin: 4/1/19

End: 5/29/19

Work Zone

Phase 2

Begin: 5/31/19

End: 7/30/19

Work Zone



Notes:

- 1) Project area will be signed in accordance with the Indiana Manual on Uniform Traffic Control Devices (MUTCD).
- 2) Signs will be inspected regularly and maintained.
- 3) The schedule is approximate and is subject to change. The City of Bloomington will be notified of any changes to the schedule.

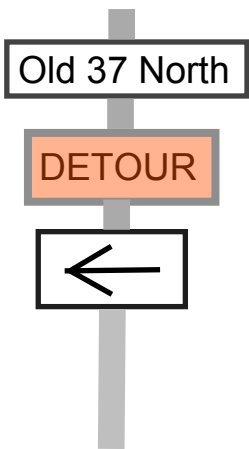
IUHBH/ Offsite Sanitary Sewer Improvements Signaling & Detour Phase 1

Sign Legend

- 1 Detour w/ Arrow (straight)
- 2 Detour w/ Arrow (left)
- 3 Detour w/ Arrow (right)
- 4 Road Closed Ahead
- 5 Detour Ahead
- 6 Road Closed
- 7 Road Closed to Thru Traffic
- 8 Barricade, Type III
- 9 End Detour



Detour Sign Assembly



(Typical)




Notes:

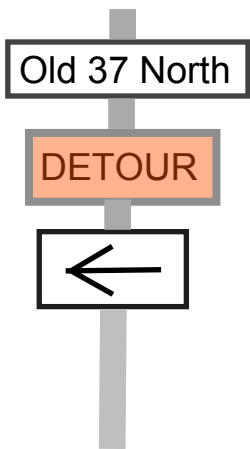
- 1) Detour signs will be utilized and coordinated with the various phases of the closures for the project.
- 2) Project area will be signed in accordance with the Indiana Manual on Uniform Traffic Control Devices (MUTCD).
- 3) Signs will be inspected regularly and maintained.

IUHBH/ Offsite Sanitary Sewer Improvements Signing & Detour Phase 2

Sign Legend

- 1 Detour w/ Arrow (straight)
- 2 Detour w/ Arrow (left)
- 3 Detour w/ Arrow (right)
- 4 Road Closed Ahead
- 5 Detour Ahead
- 6 Road Closed
- 7 Road Closed to Thru Traffic
- 8 Barricade, Type III 
- 9 End Detour

Detour Sign Assembly



(Typical)



Notes:

- 1) Detour signs will be utilized and coordinated with the various phases of the closures for the project.
- 2) Project area will be signed in accordance with the Indiana Manual on Uniform Traffic Control Devices (MUTCD).
- 3) Signs will be inspected regularly and maintained.



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: April 2nd, 2019

Report: Duke Energy is requesting an extension for their intermittent northbound lane closure on N Smith Rd between E Grandview Dr. and E 10th St. This request is to accommodate the remaining Overhead Infrastructure updates for the new IU Health Hospital. The original intermittent lane closure request was approved by the Board on November 13th, 2018, for the timeframe of 12/1/2018 through 3/1/2019. An extension to 4/1/19 was granted by the Board on 2/12/19.

Due to weather delays Duke Energy is requesting to extend the lane closures through May 1st, 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 Grandview 10th St
(Street) (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL
 Complete Street Closure One Traffic Lane 2 or more Traffic Lanes Alley
 Sidewalk/Multiuse Path/Trail Bike Lane Parking Lane

Reason for Closure: Work on Sidewalk/Multiuse Path/Trail Work in Street
 Loading and Unloading Utility Work Special Event Work on Private Property
 Other: _____

Date(s) of Closure: From 4/1/2019 To 5/1/2019
 > 2 weeks? Yes No

Start Time: 8 : a.m. / p.m.
End Time: 5 : 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

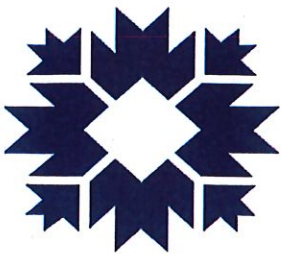
Contact Email: Brandon.Wilson2@duke-energy.com Contact Phone No.: 812-337-3023

Signature: Date: 3/27/2019

For Administration Use Only

Approved By: _____ BPW Staff Director Date: _____

Staff Representative: Sara Gomez Phone#: 812-349-3576 Date: 3/27/2019



City of Bloomington

Department of Public Works

401 North Morton Street, Suite 120

Phone (812)349-3410

Email: Public.Works@Bloomington.IN.gov

Mailing Address:

P.O. Box 100

Bloomington, IN 47402

Street or Traffic Lane Closure Application

Please Note: It shall be the responsibility of the party closing a street, traffic lane, parking lane, bike lane, or sidewalk to provide all necessary signage and traffic control devices. All signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD). It is also the responsibility of the party requesting the closure 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. The party requesting closure agrees 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 closure of the public right of way.

Street(s): N. Smith Road
(Primary Street/s affected by closure)

Starting at: E. Grandview Dr (930 N. Smith Rd.)
(Address or block where closure or restriction begins)

Ending at: E. 10th Street (903 N. Smith Rd.)
(Address or block where closure or restriction ends)

Type of Closure (check all that apply): **Detour Route or MOT Required** * Alley, Sidewalk, Bike Lane
Complete Street Closure*, One Traffic Lane*, 2or more Traffic Lanes*, Parking Lane

Reason for Closure: Work on Sidewalk Work in Street Loading and Unloading Utility Work
Special Event Work on Private Property Other: _____

Date(s) of Closure: From 3/1/19 To 4/1/19

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

Overnight Closure Required: Yes No

End Time: 5 : 00 a.m. / p.m.

Responsible Party Information

Name or Organization: Duke Energy

Contact Person: Brandon Wilson Contact Phone No.: 812-337-3023

Contact Email: Brandon.Wilson2@Duke-Energy.com

Signature: *Brandon Wilson* Date 2/20/19

For Administrative Use

Approved By: <u><i>[Signature]</i></u>	Dept.: <u>BPW</u>	Date: <u>2.19.19</u>
Approved By: <u><i>[Signature]</i></u>	Dept.: <u>BPW</u>	Date: <u>2.19.19</u>
Approved By: <u><i>Dana Palangyo</i></u>	Dept.: <u>BPW</u>	Date: <u>2.19.19</u>

Dear Board Members,

Duke Energy plans to replace a pole line between E Grandview Dr. and E 10th 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 5/1/19. 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
3/25/19

Sale-Shungite.com

Sunoco Gas Station

N Smith Rd

N Smith Rd

N Meadowlark Ln

N Smith Rd

E Post Rd

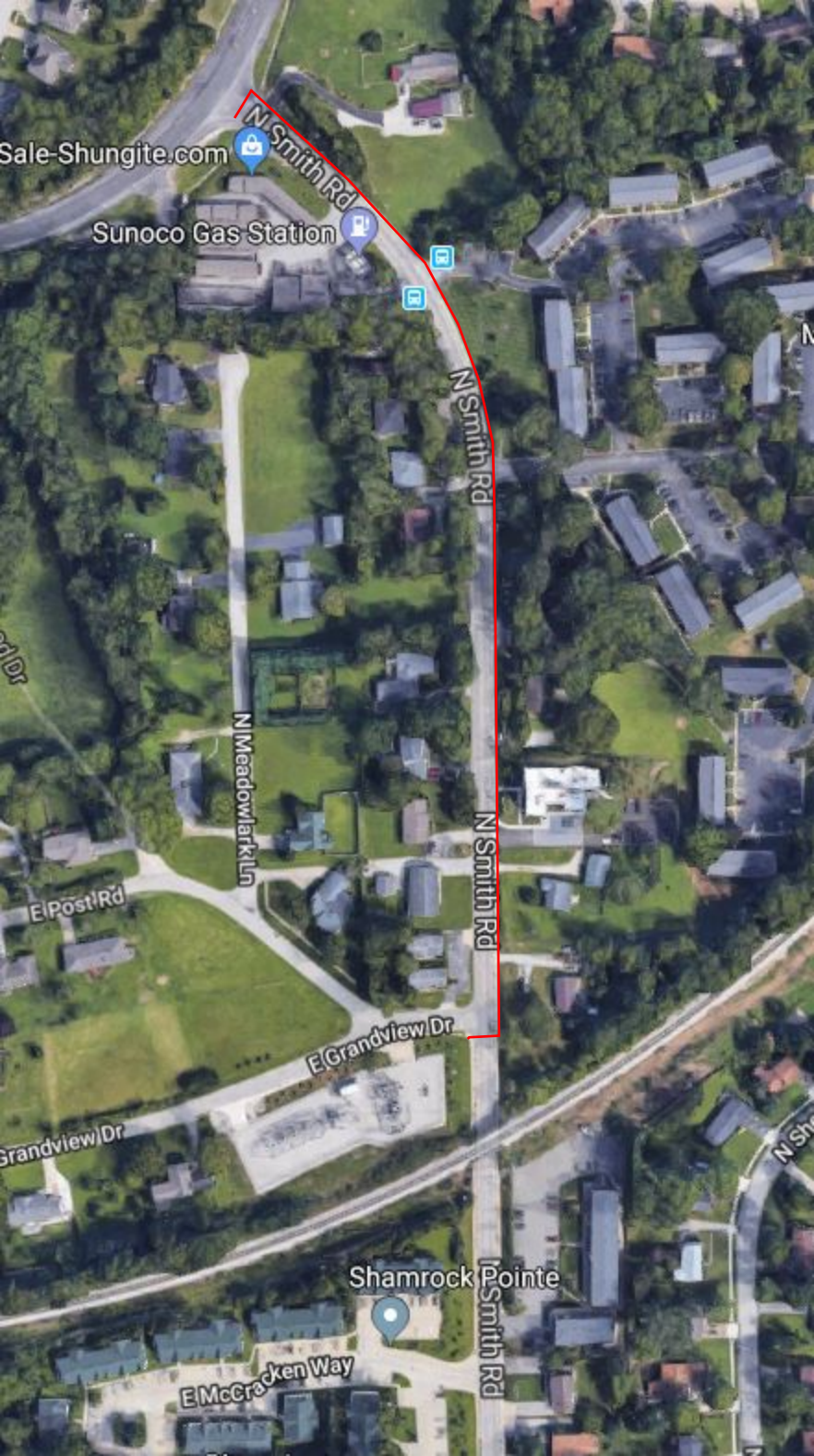
E Grandview Dr

Grandview Dr

Shamrock Pointe

N Smith Rd

E McCracken Way





Board of Public Works Staff Report

Project/Event: Dedication of right-of-way as part of the Patterson Park Phase III Final Plat

Staff Representative: Liz Carter

Petitioner/Representative: Tailwind Bloomington, LLC/Bynum Fanyo

Date: April 2, 2019

Report: The Patterson Park Phase III Final Plat is currently moving through the approval process. The plat will go before the Plat Committee on April 15th. The plat also requires approval of the right-of-way it dedicates.

The property is a portion of a subdivision for which construction was finished last fall. There are public improvements as well as right-of-way improvements included in the project. Staff is currently working with the petitioner to finalize the right-of-way improvements.

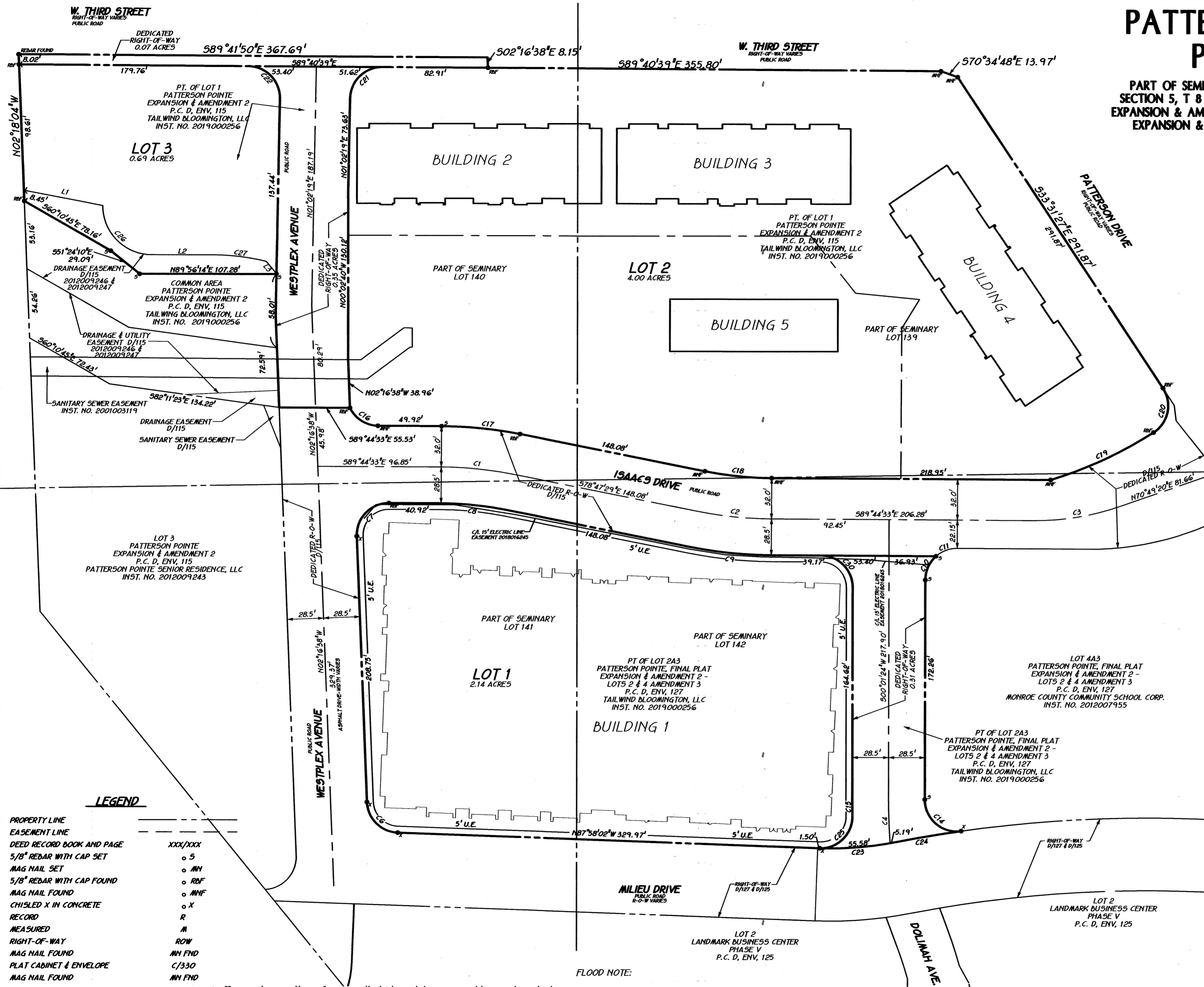
The public improvements are mostly complete. However, there remains a portion of sidewalk, roughly 30 linear feet, which still must be completed. Staff has requested that the petitioner post a performance surety to cover the sidewalk work. Staff is, additionally, drafting a Memorandum of Agreement (MOA) between the petitioner and the City pursuant to §20.09.320(B)(3). The MOA will state that the petitioner must finish the incomplete requirements within a set time period and apply for final acceptance of all public improvements.

Recommendation and Supporting Justification: Staff recommends approval of the dedication of right-of-way.

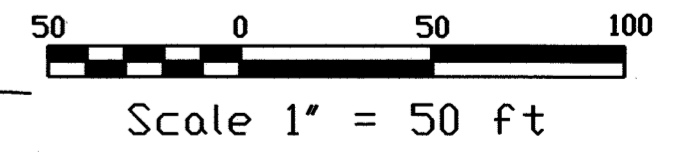
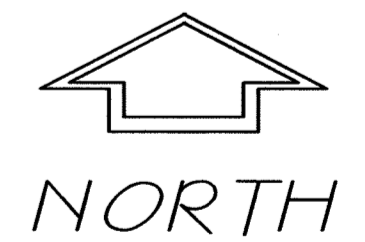
Recommend **Approval** **Denial** by Liz Carter

PATTERSON PARK PHASE 3

PART OF SEMINARY LOTS 139, 140, 141 & 142
SECTION 5, T 8 N, R 1 W & PATTERSON POINTE
EXPANSION & AMENDMENT 2 & PATTERSON POINTE
EXPANSION & AMENDMENT 2 - LOTS 2 & 4
AMENDMENT 3



NUMBER	DIRECTION	DISTANCE
L1	S79°01'24"E	62.97'
L2	N89°56'14"E	47.25'
L3	S39°20'35"E	12.62'



- LEGEND**
- PROPERTY LINE -----
 - EASEMENT LINE - - - - -
 - DEED RECORD BOOK AND PAGE XXX/XXX
 - 5/8" REDAR WITH CAP SET ○ S
 - MAG NAIL SET ○ MN
 - 5/8" REDAR WITH CAP FOUND ○ ROF
 - MAG NAIL FOUND ○ MNF
 - CHISLED X IN CONCRETE ○ X
 - RECORD R
 - MEASURED M
 - RIGHT-OF-WAY ROW
 - MAG NAIL FOUND MN FND
 - PLAT CABINET & ENVELOPE C/330
 - MAG NAIL FOUND MN FND

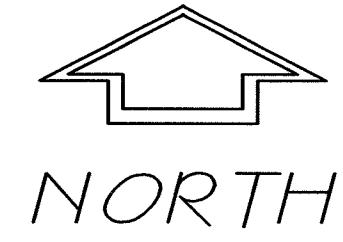
I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.
Charles D. Graham
This instrument prepared by Charles D. Graham

FLOOD NOTE:
According to the Flood Insurance Rate Map (FIRM) having Number 18105C0141D and an Effective Date of December 17, 2010, subject Property is not in a special flood hazard area.
Source: FEMA

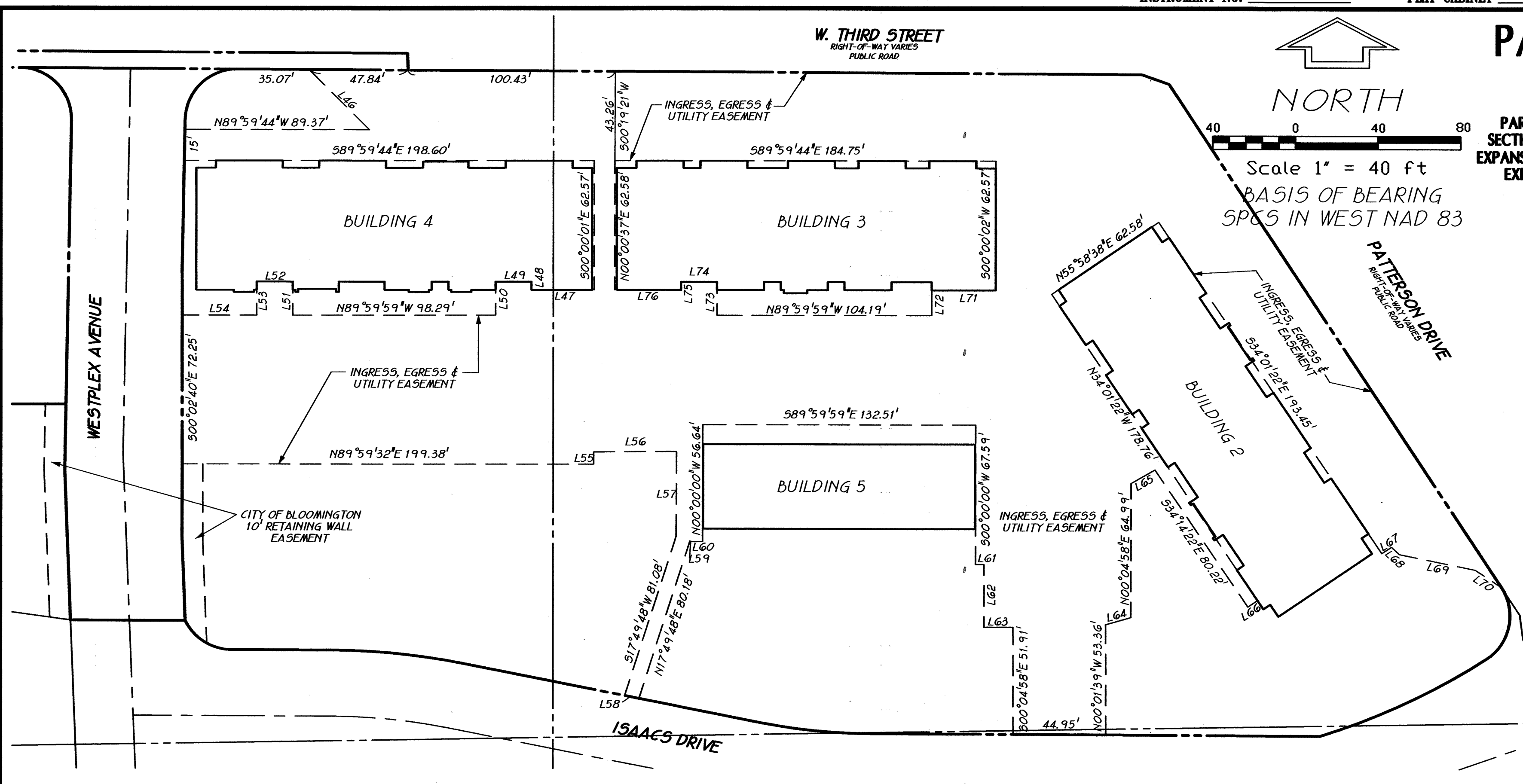
OVERALL BOUNDARY
PATTERSON PARK
PHASE THREE
FINAL PLAT
DATE: AUGUST 10, 2018
SHEET 1 OF 3
JOB NO. 5017008

PATTERSON PARK PHASE 3

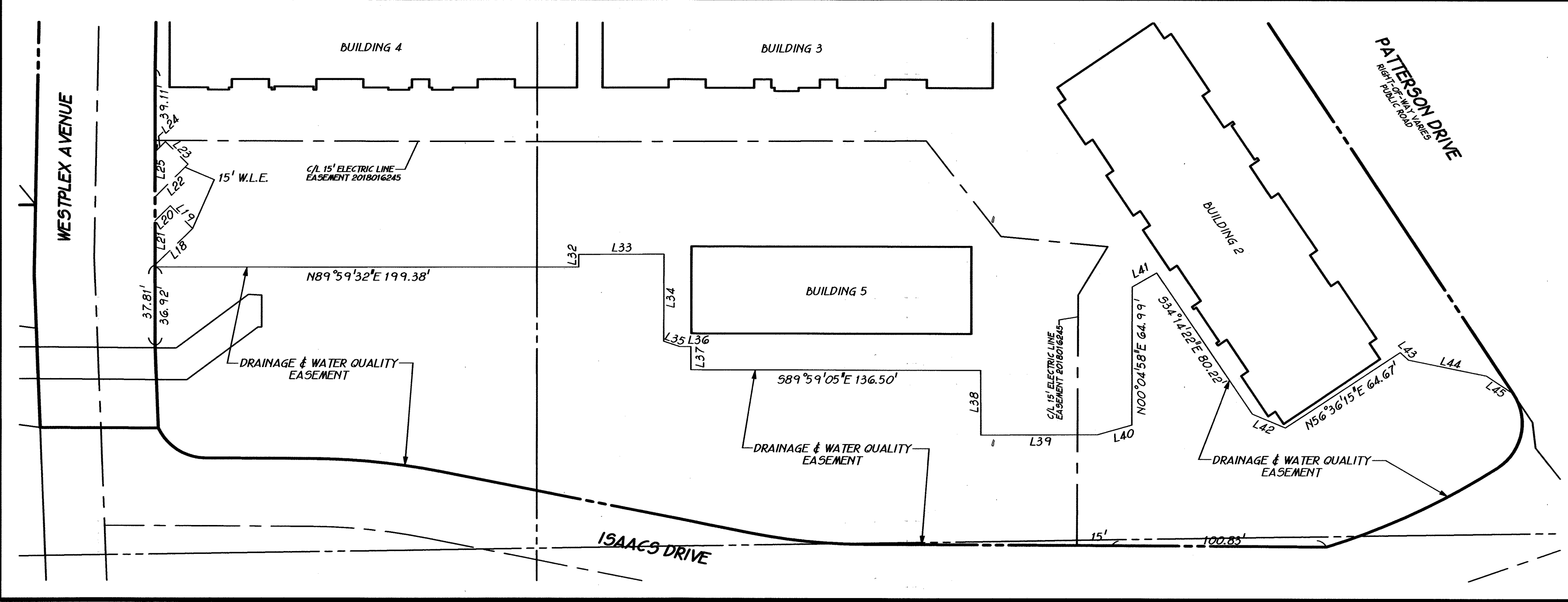
PART OF SEMINARY LOTS 139, 140, 141 & 142
SECTION 5, T 8 N, R 1 W & PATTERSON POINTE
EXPANSION & AMENDMENT 2 & PATTERSON POINTE
EXPANSION & AMENDMENT 2 - LOTS 2 & 4
AMENDMENT 3



Scale 1" = 40 ft
BASIS OF BEARING
SPCS IN WEST NAD 83



NUMBER	DIRECTION	DISTANCE
L18	N45°51'20"E	24.59'
L19	N44°08'40"W	15.00'
L20	S45°51'20"W	10.05'
L21	S00°02'40"E	20.89'
L22	N44°53'34"E	21.89'
L23	N45°06'26"W	15.00'
L24	S44°53'34"W	6.86'
L25	S00°02'40"E	21.24'
L26	N20°22'20"E	11.40'
L27	N00°10'40"W	9.57'
L28	N00°17'34"W	44.13'
L29	S00°03'44"W	15.00'
L30	S00°17'34"E	35.28'
L31	S40°10'33"E	11.52'
L32	N00°00'01"E	5.93'
L33	N89°44'05"E	40.09'
L34	S00°10'37"W	41.01'
L35	S71°23'49"E	8.01'
L36	N89°35'46"E	5.15'
L37	S00°22'52"E	10.92'
L38	S00°07'44"E	30.42'
L39	N89°52'16"E	55.05'
L40	N74°01'36"E	16.85'
L41	N60°26'07"E	13.30'
L42	S67°15'20"E	16.79'
L43	S46°47'26"E	5.23'
L44	S78°34'23"E	37.41'
L45	S56°35'46"E	15.26'
L46	S45°00'00"E	41.13'
L47	S90°00'00"W	30.30'
L48	N00°00'00"E	3.96'
L49	N90°00'00"W	17.43'
L50	S00°00'00"W	16.22'
L51	N00°00'00"E	16.22'
L52	N90°00'00"W	17.44'
L53	S00°00'00"W	16.22'
L54	N89°59'59"W	36.11'
L55	N00°00'01"E	5.93'
L56	N89°44'05"E	40.09'
L57	S00°10'37"W	41.01'
L58	S78°47'29"E	7.05'
L59	S71°23'49"E	1.01'
L60	N89°35'46"E	5.15'
L61	S89°59'05"E	4.06'
L62	S00°07'44"E	30.42'
L63	N89°52'16"E	14.08'
L64	N74°01'36"E	12.66'
L65	N60°26'07"E	13.30'
L66	N55°58'38"E	5.62'
L67	N56°36'15"E	5.66'
L68	S46°47'26"E	5.23'
L69	S78°34'23"E	37.41'
L70	S56°35'46"E	15.26'
L71	N89°59'52"W	31.10'
L72	S00°00'00"W	12.24'
L73	N00°00'00"E	16.20'
L74	S89°59'55"W	17.40'
L75	S00°00'00"W	3.96'
L76	N89°59'59"W	32.07'



WATER, ELECTRIC, DRAINAGE, WATER
QUALITY, INGRESS, EGRESS & UTILITY
EASEMENT DETAILS
PATTERSON PARK
PHASE THREE
FINAL PLAT
DATE: AUGUST 10, 2018
SHEET 2 OF 3
JOB NO. 5017008

SOURCE OF TITLE: Instrument Number 2019000256

OWNERS: TAILWIND BLOOMINGTON, LLC

ZONING: PUD - PLANNED UNIT DEVELOPMENT

The undersigned, as owners of the real estate described on this plat, for and in consideration of the City of Bloomington, Indiana, granting to the undersigned the right to tap into and connect to the sewer system of the City of Bloomington for the purpose of providing sewer service to the described real estate, now release the right of the undersigned as owners of the platted real estate and their successors in title to remonstrate against any pending or future annexation by the City of Bloomington, Indiana, of such platted real estate.

TAILWIND BLOOMINGTON, LLC, the owners of the real estate shown and described herein, do hereby lay off, plat, and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as PATTERSON PARK PHASE 3, an addition to the City of Bloomington. All additional road rights-of-way shown and not previously dedicated are hereby dedicated to public use.

The strips of ground that are shown on the plat and marked "easement" are owned by the owners of the lots that they respectively affect, subject to the rights of public utilities for the installation and maintenance of water and sewer mains, poles, ducts, lines, and wires. Buildings or other structures shall not be erected or maintained on these strips.

This subdivision shall be subject to the Declaration Of Covenants, Conditions, and Restrictions as set forth in Instrument Number _____ in the Office of the Recorder of Monroe County, Indiana.

Signed and Sealed _____, 20____.

Signature _____ Office _____

Name Printed _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned Notary Public, in and for the said county and state, personally appeared _____, and acknowledged the execution of the foregoing for the purposes therein expressed.

Witness my hand and notarial seal this _____ day of _____, 20____.

County of Residence _____ Commission Expiration _____

Notary Public, Signature _____ Notary Public, Printed _____

**CERTIFICATE OF APPROVAL
PLAT COMMITTEE 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, and acceptance of right-of-way dedication, was given approval by the City of Bloomington, as follows:

Approved by the City at a Plat Committee meeting held _____, 20____.

Approved by the City Board of Public Works meeting held _____, 20____.

Director of Planning and Transportation _____

Chairman Plat Committee _____

President Board of Public Works _____

Member Board of Public Works _____

Member Board of Public Works _____

LEGAL DESCRIPTION

Lot 1 Patterson Pointe Expansion & Amendment 2, as shown by the plat recorded in Plat Cabinet D, envelope 115 in the office of the Recorder of Monroe County, Indiana.

Also Lot 2A3 Patterson Pointe Final Plat Expansion & Amendment 2 - Lots 2 & 4 Amendment 3, as shown by the plat recorded in Plat Cabinet D, envelope 127 in the office of the Recorder of Monroe County, Indiana.

EASEMENT LEGEND

UE = Utility Easement

(A) Shall allow both private and public utility providers access associated with the installation, maintenance, repair, or removal of utility facilities.

(B) Prohibits the placement of any unauthorized obstructions within the easement area.

DE = Drainage Easement

(A) Shall be required for any surface swales or other minor improvements that are intended for maintenance by the lots on which they are located.

(B) Shall prohibit any alteration within the easement that would hinder or redirect flow.

(C) Shall provide that the owner of the lot on which the easement is placed shall be responsible for maintenance of the drainage features within such easement.

(D) Shall be enforceable by the City Utilities Department and by owners of properties that are adversely affected by conditions within the easement.

(E) Shall allow the City Utilities Department to enter upon the easement for the purpose of maintenance, to charge the cost of such maintenance to the responsible parties, to construct drainage facilities within the easement, and to assume responsibility for the drainage features at its discretion.

W.L.E. = Waterline Easement.

(A) Shall allow the city utilities department exclusive access for installation, maintenance, repair, or removal of potable water facilities.

(B) Encroachment by other utilities is prohibited, unless such encroachment is approved by the city utilities department in conjunction with the preliminary plat. Upon written permission from the city utilities department, encroachments may be permitted after the recording of the final plat.

(C) Trees and structures including, but not limited to, buildings, fences, retaining walls, signs, and light fixtures, shall not be located within waterline easements.

(D) Grading activity shall be prohibited within waterline easements without written permission from the city utilities department.

(E) Signs shall not be located within waterline easements unless the sign is a public sign authorized by Section 20.05.079(f)(1) or is further authorized by the city.

Retaining Wall Easement

(A) Shall allow the city and its contractors exclusive access for the inspection and repair to the Owners retaining walls

(B) The Owner agrees that they shall maintain the retaining wall as necessary to ensure adequate support of the adjacent public sidewalk and road.

(C) In the event that the Owner fails to adequately maintain the retaining wall the City may conduct any repairs it deems necessary.

(D) All repairs and maintenance to the retaining walls shall be the responsibility of the Owner and executed at the Owners expense.

CERTIFICATE OF SURVEYOR

I, Charles D. Graham, hereby certify that I am a professional Land Surveyor licensed in compliance with the laws of the State of Indiana; that this plat correctly represents a survey completed by me on August 15, 2018; that all the monuments shown thereon actually exist; and that their location, size, type, and material are accurately shown.

Charles D. Graham

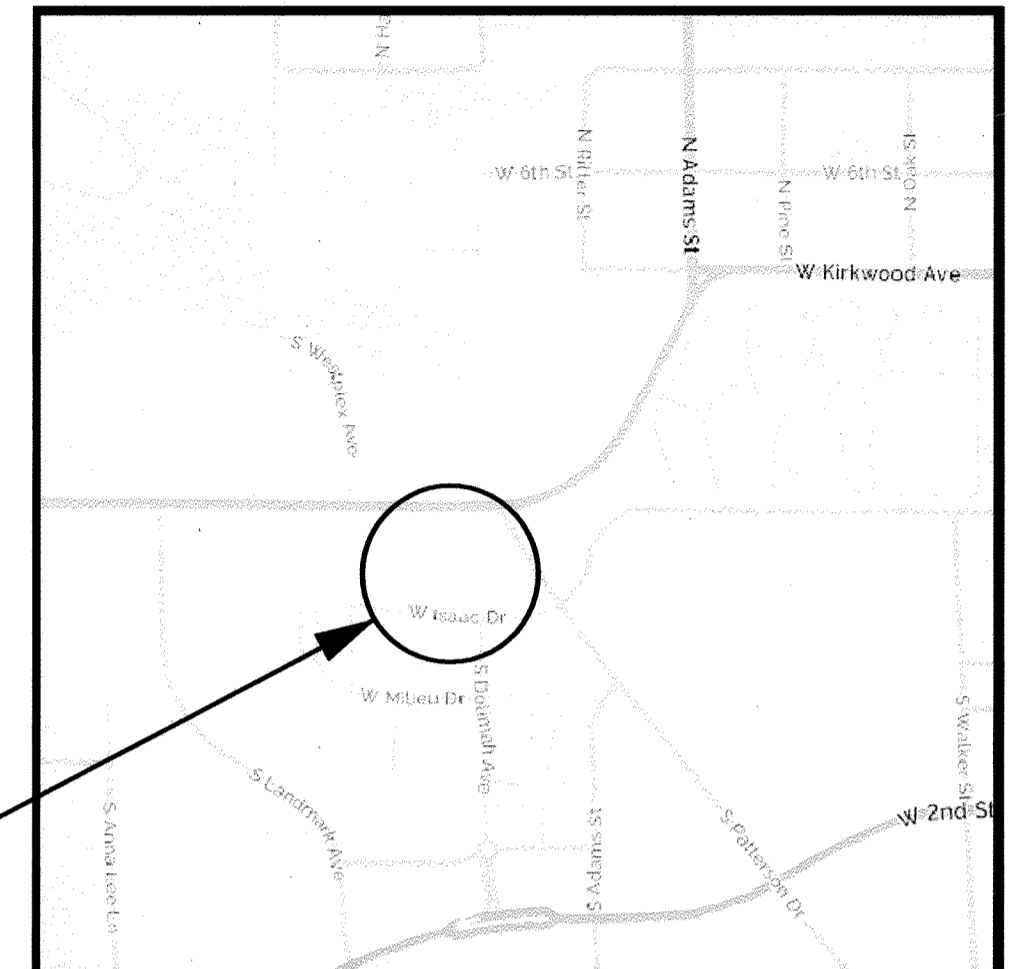
August 15, 2018

Charles D. Graham
Indiana L.S. 29500014
within the State of Indiana
Bynum Fanyo & Associates, Inc.
528 N. Walnut St.
Bloomington, IN 47404
812-332-8030 tel
812-339-2990 fax
jflloyd@bynumfanyo.com



**PATTERSON PARK
PHASE 3**

**PART OF SEMINARY LOTS 139, 140, 141 & 142
SECTION 5, T 8 N, R 1 W & PATTERSON POINTE
EXPANSION & AMENDMENT 2 & PATTERSON POINTE
EXPANSION & AMENDMENT 2 - LOTS 2 & 4
AMENDMENT 3**



PROJECT LOCATION

LOCATION MAP

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	10°57'04"	292.00	55.81	S84°16'01"E	55.73
C2	10°57'04"	308.00	58.87	S84°16'01"E	58.78
C3	19°26'07"	200.00	67.84	N80°32'23"E	67.52
C4	04°08'19"	500.00	36.12	S02°02'46"E	36.11
C6	85°41'24"	25.00	37.39	N45°07'20"W	34.00
C7	92°32'45"	25.00	40.38	N43°59'44"E	36.13
C8	10°57'04"	263.50	50.36	S84°16'01"E	50.29
C9	10°57'04"	336.50	64.32	S84°16'01"E	64.22
C10	48°28'20"	25.00	21.15	N24°15'34"E	20.52
C11	41°45'43"	25.00	18.22	N69°22'35"E	17.82
C14	98°16'00"	25.00	42.88	S49°06'36"E	37.81
C15	01°34'00"	528.50	14.45	N00°45'36"W	14.45
C16	62°41'04"	25.00	27.35	S57°20'35"E	26.01
C17	10°57'04"	324.00	61.93	S84°16'01"E	61.83
C18	10°57'04"	276.00	52.75	S84°16'01"E	52.67
C19	15°32'20"	328.61	89.12	N65°06'25"E	88.85
C20	90°51'42"	25.00	39.65	N11°54'24"E	35.62
C21	89°17'02"	25.00	38.96	N45°40'50"E	35.13
C22	90°42'58"	25.00	39.58	N44°19'10"W	35.58
C23	13°08'28"	271.50	62.27	S85°27'44"W	62.13
C24	02°51'54"	1028.50	51.43	N80°19'27"E	51.42
C25	93°15'34"	25.00	40.69	S45°05'11"W	36.35
C26	90°00'21"	38.50	60.48	S45°03'46"E	54.45
C27	13°33'30"	181.50	42.95	S83°17'03"E	42.85
C30	89°45'57"	25.00	39.17	S44°51'35"E	35.28

BUILDING ADDRESS

BUILDING 1.....1550 W. ISAAC DRIVE
BUILDING 2.....340 S. PATTERSON DR.
BUILDING 3.....1555 W. 3RD STREET
BUILDING 4.....1601 W. 3RD STREET
BUILDING 5.....1521 W. ISAAC DRIVE

PATTERSON PARK
PHASE THREE
FINAL PLAT
DATE: AUGUST 10, 2018
SHEET 3 OF 3
JOB NO. 5017008



Board of Public Works Staff Report

Project/Event: 2019 Morton Street Garage Repairs, The Blakley Corporation
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: April 2, 2019

Report:

Based on the 2018 Structural Assessment by CE Solutions, the City will be repairing the Morton Street Garage from the top (level 8) to ground floor (level 1) in accordance with the recommend repairs.

Open Bidding for this project was held and the following companies provided quotes by line as requested:

	Browning	Blakley's	SSRG
Deployment	\$ 25,232.00	\$ 2,250.00	\$ 10,000.00
Level 8	\$ 6,500.00	\$ 8,936.00	\$ 6,319.00
Level 7	\$ 13,941.00	\$ 16,512.00	\$ 28,813.00
Level 6	\$ 18,342.00	\$ 18,600.00	\$ 30,444.00
Level 5	\$ 13,889.00	\$ 17,464.00	\$ 26,966.00
Level 4	\$ 12,319.00	\$ 16,877.00	\$ 26,189.00
Level 3	\$ 17,422.00	\$ 21,937.00	\$ 31,543.00
Level 2 & 1	\$ 49,112.00	\$ 50,578.00	\$ 122,789.00
Exterior	\$ 44,943.00	\$ 32,769.00	\$ 36,310.00
	<u>\$ 201,700.00</u>	<u>\$ 185,923.00</u>	<u>\$ 319,373.00</u>

We recommend approving The Blakley Corporation's bid for the repairs to levels 1-8. We will not be repairing the exterior of the facility this year due to budget constraints.

Total cost to repair = \$153,154

Funding Source will be: 452.26.260000.53650 (Other Repairs)

Recommend **Approval** **Denial by:** Ryan Daily

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

The Blakley Corporation

FOR

2019 Morton Street Garage Repairs

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the repair of the Morton Street Garage, (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 120 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 One Hundred Fifty-Three Thousand, One Hundred Fifty-Four Dollars (\$153,154.00). 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	The Blakley Corporation
Attn: Ryan Daily, Garage Manager	ATTN: Dale Mc Peak, Project Manager
245 W 7 th Street	412 N. Tremont Street
Bloomington, Indiana 47404	Indianapolis, IN 46222

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

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Attachment C, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented

any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

2019 Repair of the Morton Street Garage

This project shall include, but is not limited to: Repair of all items listed in the 2019 CE Solutions 2019 Bid Drawing and Documents from levels 1 to 8. Exterior of the garage is excluded.

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
 COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of

 (job title)

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

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

Method of Compliance (Specify) _____

 Signature

Date: _____, 20____

 Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

*Quoters: Add extra sheet(s), if needed.

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public's Signature

County of Residence: _____

Printed Name of Notary Public

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into this 2nd day of April, 2019, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and The Blakley Corporation, (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the 2nd day of April, 2019, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

WHEREAS, said Construction Agreement provides that portions of payments by Owner to Contractor shall be retained by Owner (the "Retainage") and shall be placed in the escrow account created hereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Construction Agreement providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Retainage promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Retainage or for any failure to achieve the maximum possible yield from such Deposit.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably

satisfactory to Escrow Agent.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon the execution and delivery to it of a Payment Certificate attached here as Exhibit A, executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at

its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have

against the other arising out of the aforementioned Construction Agreement.

This instrument constitutes the entire agreement between the Parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

If to Owner:

City of Bloomington Board of Public Works
401 N. Morton Street, Suite 120
Bloomington IN 47404
Attn: Adam Wason, Director

If to Escrow Agent:

First Financial Bank 536 N. College Ave.
Bloomington, IN 47404
Attn: Cindy Kinnarney

If to Contractor:

Name: _____

Address: _____

City/State: _____

Attn: _____

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

OWNER:

City of Bloomington, Board of Public Works

By: _____

Kyla Cox Deckard, President

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Tax I.D. No.: _____

ESCROW AGENT:

First Financial Bank

By: _____

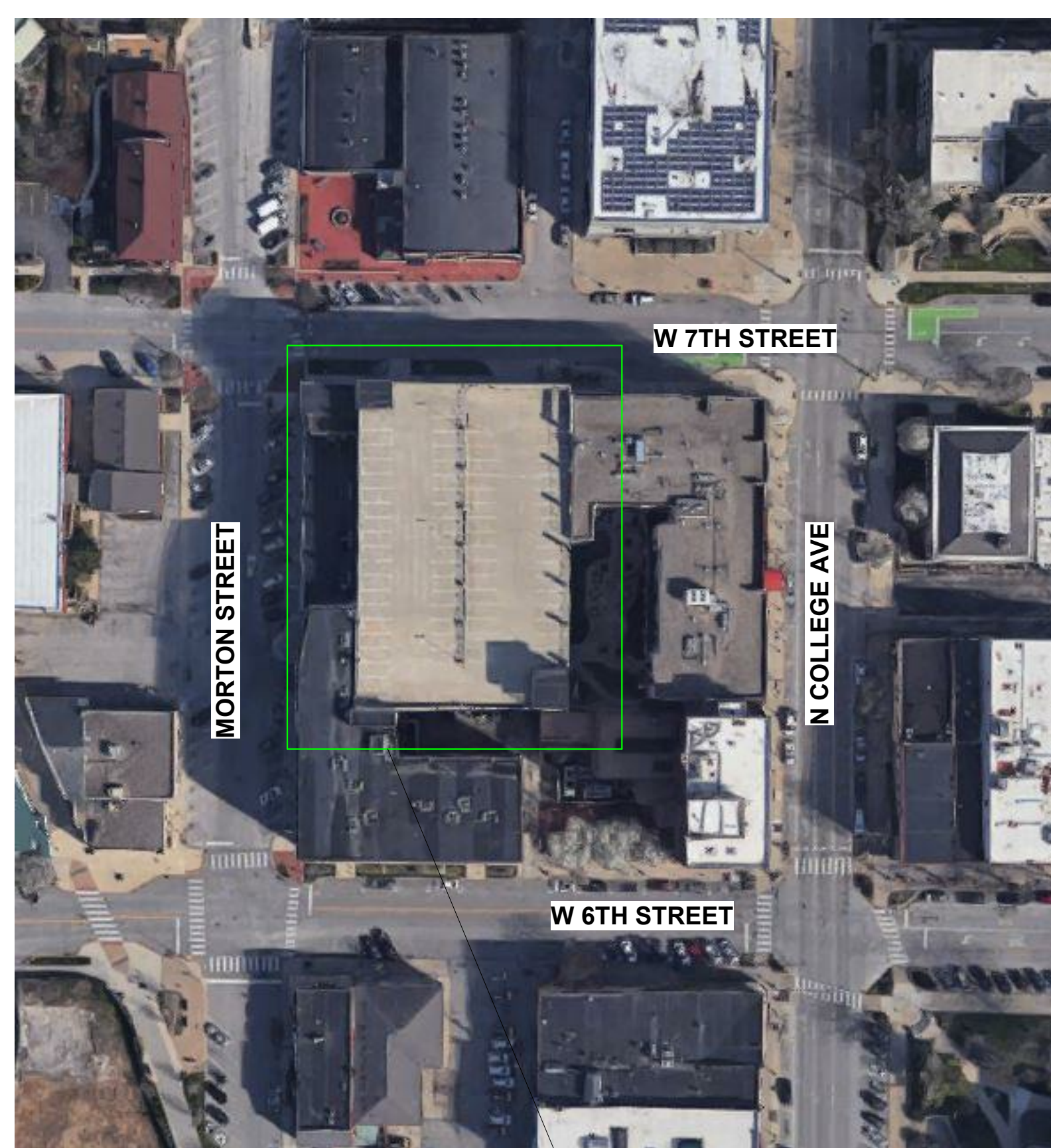
Printed Name: _____

Title: _____

MORTON STREET PARKING GARAGE REPAIRS - 2019

BLOOMINGTON, INDIANA

CES PROJECT ID NUMBER: 18-167



Project Location

PROJECT VICINITY MAP

SCALE : N.T.S.



OWNER

City of Bloomington
Public Works Department
401 N. Morton Street, Suite 120
Bloomington, Indiana 47404
812-349-3410

STRUCTURAL ENGINEER

CE Solutions, Inc.
10 Shoshone Drive
Carmel, Indiana 46032
317-818-1912

DRAWING INDEX:

S001	GENERAL NOTES AND REPAIR PROCEDURES
S002	REPAIR PROCEDURES AND DETAILS
S100	MAINTENANCE OF TRAFFIC
S101	LEVEL 8 DECK REPAIR PLAN
S101U	LEVEL 8 UNDERSIDE REPAIR PLAN
S102	LEVEL 7 DECK REPAIR PLAN
S102U	LEVEL 7 UNDERSIDE REPAIR PLAN
S103	LEVEL 6 DECK REPAIR PLAN
S103U	LEVEL 6 UNDERSIDE REPAIR PLAN
S104	LEVEL 5 DECK REPAIR PLAN
S104U	LEVEL 5 UNDERSIDE REPAIR PLAN
S105	LEVEL 4 DECK REPAIR PLAN
S105U	LEVEL 4 UNDERSIDE REPAIR PLAN
S106	LEVEL 3 DECK REPAIR PLAN
S106U	LEVEL 3 UNDERSIDE REPAIR PLAN
S107	LEVEL 2 DECK REPAIR PLAN
S201	NORTH ELEVATION
S202	WEST ELEVATION
S203	SOUTH ELEVATION
S204	EAST ELEVATION

CONSTRUCTION DOCUMENTS

JANUARY 30, 2019

 **CE Solutions**
structural engineers

10 Shoshone Drive 317.818.1912
Carmel, IN 46032 cesolutionsinc.com

GENERAL STRUCTURAL NOTES

All notes hereafter are typically applicable unless noted otherwise on plans, sections, or details.

GENERAL

- Work shall be performed in accordance with the Construction Procedures on S00x series sheets.
- All work shall be performed in accordance with the Indiana Building Code, 2014 Edition (2012 International Building Code, first printing, with Indiana Amendments).
- Dimensions shown on plan are based on original construction documents. The Contractor is required to field verify all conditions for the purpose of performing the work and preparing the bid.
- Where new work is to be fitted to old work, the Contractor shall check all dimensions and conditions in the field, and report any errors or discrepancies to the Structural Engineer prior to the fabrication and erection of any new members.
- Existing materials that are to be removed and reinstalled as part of this contract, but become damaged, shall be replaced with approved new material of equivalent quality and appearance at the contractor's expense.
- Do not determine dimensions by "scaling" off the plans. The Contractor shall accept all risk associated with "scaling" and shall be responsible for all inadequate work resulting therefrom. Questions regarding missing or conflicting dimensions shall be directed, in writing, to the Structural Engineer.
- All work shall be performed without damage to adjacent retained work. Adequate protection of areas nearby work against dust, dirt and debris accumulation shall be maintained at all times. Special care shall be used if when shotblasting or sandblasting are required. Protect and/or shield all adjacent surfaces from shotblasting or sandblasting (including windows, glass in doors, vehicles, etc). Any damage shall be repaired with approved new material of equivalent quality and appearance at the contractor's expense. The Garage will remain active while Contractor performs the work thus the Contractor shall perform the work with extreme care to protect pedestrians, vehicles, and Garage ticketing equipment, etc.
- All photos referenced in the Construction Documents are included in the Appendices of the Project Manual.
- Repair locations are shown graphically to assist the Contractor in locating the repair. These locations are approximate and should not be construed as being exact. The Contractor shall use the graphic representations in combination with the photographs to locate repairs. Sounding tests (i.e. chain dragging and/or hammer sounding) may be required to locate areas of deteriorated/delaminated concrete. All repairs will be marked by the contractor and reviewed by the Structural Engineer. The Structural Engineer shall be notified for review.
- The Contractor shall relocate any conduit that interferes with the proposed work. Conduit relocation to be approved by the City of Bloomington. Please note that conduit may be present in the slab. Exercise extreme caution while performing concrete repairs. Damaged conduit shall be repaired with approved new material of equivalent quality and appearance at the contractor's expense.
- The location of sleeves or openings not shown in structural members shall be approved by the Structural Engineer.
- Contractor shall not store materials on the elevated floors of the garage without the approval of the Engineer of Record and the City of Bloomington. Forklift or other construction vehicles shall not be allowed on the elevated garage floors without the prior approval of the Structural Engineer and the City of Bloomington (loading restrictions will apply).
- Any concentration of tools or materials for contractor immediate use placed within the parking garage shall not exceed 40 psf to avoid overload on elevated decks.

CONCRETE REPAIR

- See specifications and repair procedures for concrete repair requirements.

POST-TENSIONED CONCRETE REPAIR

- PT is used as abbreviation for Post-Tensioned throughout the documents.
- Exercise extreme caution when removing deteriorated concrete in post-tensioned structural members.
- Unless otherwise indicated, the need for temporary shoring of structural members being repaired shall be the responsibility of the contractor. If shoring is required, notify the Structural Engineer.

DESIGN INFORMATION

- Building Code:
Indiana Building Code, 2014 edition (2012 International Building Code, first printing, with Indiana Amendments)
- Reinforcing Steel: ASTM A615, Grade 60
- Structural Steel:
Structural steel angles ASTM A36
Structural steel channel ASTM A36
Structural steel plates ASTM A36

REPAIR ABBREVIATIONS

Type of repair :

- CC - Clean and Coat see Clean and Coat (CC)
 CP - Clean and Paint see Clean and Paint (CP)
 EC - Elastomeric Coating, see Elastomeric Coating Procedure (EC) and PT Tendon End Anchor Pocket Repair Procedure (TR) typical details
 EI - Epoxy Injection, see Epoxy Injection Procedure (EI).
 P - Partial Depth Concrete Patch, see Partial Depth Concrete Patch Procedure (P).
 RS - Rout and Seal, see Rout and Seal Procedure (RS)
 S - Concrete Seal, see detail 4/S002, and see Concrete Sealing Procedure (S)
 TR - PT Tendon end anchor Pocket Repair, see PT Tendon End Anchor Pocket Repair Procedure (TR).
 UJ - Urethane Joint Repair, see Urethane Joint Repair Procedure (UJ).
 BT - Barrier Tendon Repair, see detail 1/S002, 2/S002, 3/S002, and Clean and Paint Procedure (CP)

Quantity of proposed repair work:

- LS - Lump sum
 LF - Linear foot
 SF - Square foot
 EA - Each

Clean and Coat Procedure (CC):

This procedure shall be used to coat all exposed reinforcing steel where indicated.

Repairs shall be as specified and shall include, but not limited to, the following sequential steps:

- Adequately protect surrounding areas from damage.
- Remove any corrosion which may be present by wire brush or sandblasting.
- Remove any loose concrete around reinforcing steel.
- Thoroughly clean all areas by lightly sandblasting or shot blasting and blowing clean with oil free compressed air.
- Coat all exposed steel reinforcement surfaces with corrosion inhibitive coating per specifications 03 9000 Concrete Rehabilitation. Follow manufacturers requirements for coat thickness and surface preparation.
- Protect coated area until coating has cured.
- See Specifications and General Structural Notes for additional information.

Clean and Paint Procedure (CP):

This procedure shall be used to paint exposed structural steel members where indicated. Repairs shall be as specified and shall include, but not be limited to, the following sequential steps:

- Adequately protect surrounding areas from damage.
- Remove any corrosion which may be present by wire brush or sandblasting.
- Thoroughly clean all areas by lightly sandblasting or shot blasting and blowing clean with oil free compressed air per (SP-6).
- Paint structural steel surfaces with the following:
Primer: Series 90-97 Tnemec-zinc (or approved equivalent)
Base Coat: Series 66 Hi-Build Epoxo Line (or approved equivalent)
Top Coat: Endura-Shield series 73 paint by Tnemec (or approved equivalent)
- Paint structural steel surfaces with coatings. Follow manufacturers requirements for coat thickness and surface preparation.
- Protect painted area until coating has cured.
- Paint products shall be submitted for review by structural engineer for conformance to the design intent and color selection following the project submittal process.

Concrete Surface Sealing Procedure (S):

Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not limited to, the following sequential steps:

- Adequately protect surrounding areas from damage.
- All surface repairs, including patching and crack repairs, shall be completed and sufficiently cured prior to sealer application.
- Thoroughly prepare the concrete surface by removing dirt, vegetation, oil, grease, curing compounds, and any other surface contamination/incompatible materials that might affect sealer application. Surface preparation shall be per manufacturer's recommendation.
- Verify that substrates are visibly dry and free of moisture prior to application.
- Apply sealer per manufacturer's recommendations. Refer to manufacturer's recommendations for acceptable weather conditions for proper application.
- Immediately clean sealer from adjoining surfaces and surfaces soiled or damaged by sealer application as work progresses. Repair damage caused by sealer application. Comply with manufacturer's written cleaning instructions.
- Level 2 Elevated deck shall be sealed with Techcrete 2500
- Elevated decks above level 2, and other concrete surfaces, shall be sealed with a silane sealer per specifications.
- See detail 4/S002 for column surface sealing details.
- Adequately protect and cure per manufacturer's recommendations.
- See Specifications and Structural General Notes for more information.

Elastomeric Coating Procedure (EC):

This procedure shall be used to paint all structural concrete framing members as indicated on the plans. Contractor shall paint all accessible surfaces of the member as indicated. Data sheets of the specified paint shall be submitted to the Structural Engineer.

Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not be limited to, the following sequential steps:

- Adequately protect surrounding areas from damage.
- Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly. If necessary use an open textured sandpaper (CSP-3), blast cleaning, or high speed waterjetting to prepare the surface.
- Allow the surface to dry thoroughly.
- Paint indicated concrete members surfaces with elastomeric paint per specification 07 9653 Elastomeric Coating.
- Protect painted area until coating has cured.
- Color of paint shall match existing.
- See Specifications and General Structural Notes for additional information.

Epoxy Injection Procedure (EI):

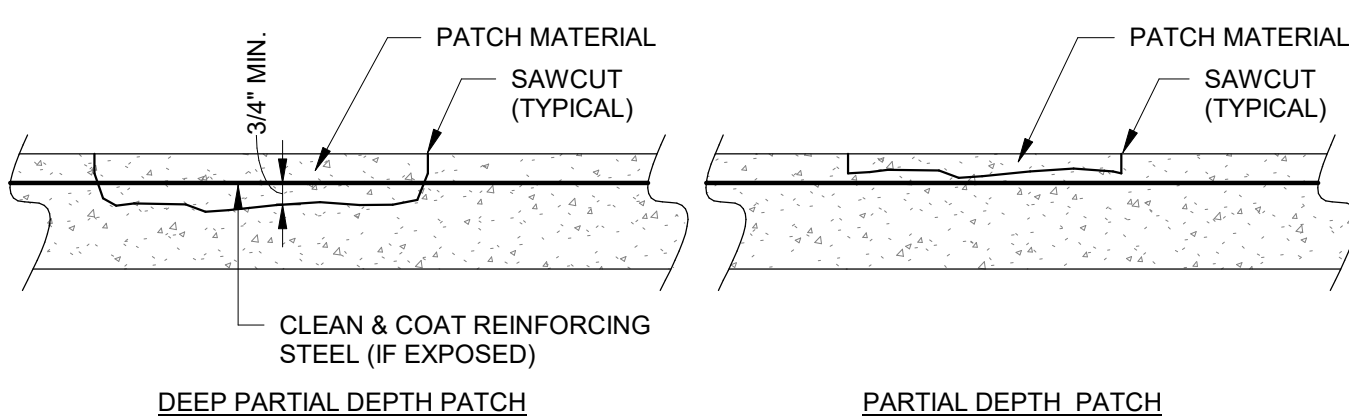
Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not be limited to, the following sequential steps:

- Clean all areas to be injected. Remove all debris, mineral deposits, and existing sealant materials so that cracks and joints can be seen clearly enough to layout the drilling pattern for the injectors. Use one or more of the following techniques: hammer and chisel, wire brush, grinding wheel, shotblast, power washing.
- Drill appropriate injection ports based upon injection system used and per epoxy manufacturer's recommendations. Pressure wash holes and cracks and allow to dry. Note: Surface mounted entry ports may be used, as appropriate. If cracks are blocked, such as with calcified concrete, drilled injection ports shall be used, as specified.
- Install injection ports into the drilled holes.
- Seal around injection ports and the crack surface using manufacturer specified sealant.
- When the sealer is fully cured, begin injecting at the lowest port on vertical surfaces or at the widest location on horizontal surfaces. Cap the port being injected when pure resin flows out of the next port and move on to that port. Continue injecting the length of the crack until it is completed.
- Injection ports removal and grinding surfaces smooth is required at all locations after epoxy adhesive has cured.
- See Specifications and General Structural Notes for additional information.

Partial Depth Concrete Patch Procedure (P):

Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not be limited to, the following sequential steps:

- Adequately protect surrounding areas from damage.
- Determine exact extents of deteriorated concrete by hammer or chain drag sounding. Mark areas for removal by simplifying and squaring off boundaries of spalled and delaminated areas. Unless otherwise noted, patches are assumed to be 2" deep. Should it be determined that deeper patch is required, contact the Structural Engineer for evaluation before proceeding.
- Sawcut (1" or depth of reinforcement cover, whichever is less) the perimeter of the area to be patched. Do not cut steel reinforcement.
- Remove all deteriorated concrete by sandblasting or by hand-held pneumatic hammers, 10 pounds maximum weight. Removal shall continue until sound concrete is exposed. Removal shall be of adequate depth and of appropriate surface profile to meet patching material manufacturer's recommended minimum application thickness. Remove limited portions of sound concrete around reinforcing steel, enough to provide adequate anchorage of new concrete. If abandoned PT tendons or conduit is within the patch area, contact structural engineer for modified patch procedure.
- Remove any corrosion which may be present on any exposed/mild/non-prestressed reinforcing steel by wire brush or shotblasting. Where section loss of a single mild/non-prestressed reinforcing bar is more than 25 percent, or 20 percent in 2 or more adjacent bars, provide supplemental reinforcement. Supplemental reinforcing steel will be required where exposed, corroded reinforcement is noted in the repair schedules. Replacement bars shall match existing size and spacing. Remove additional concrete as necessary to provide at least a 3/4-inch clearance at existing and replacement bars. Splice replacement bars to existing bars according to ACI 318, by lapping, or using mechanical couplings.
- Thoroughly clean all concrete removal areas by lightly shotblasting and blowing clean with oil free compressed air.
- Brush apply anticorrosion agent to exposed reinforcing steel and replacement bars only and allow to dry per manufacturer's recommendations. Do not apply anticorrosion inhibitor to concrete surfaces. Follow manufacturer's recommendations for maximum open time between application of anticorrosion agent and patching mortar or concrete.
- Thoroughly water soak all concrete removal areas prior to placing patching material. Surface should be in saturated, surface dry (SSD) condition (no standing water).
- Apply a scrub coat of cement slurry to patch surfaces.
- Form as required when patching vertical or overhead repairs.
- Mix and apply patching material per manufacturer's recommendations. In general, place patching mortar by troweling toward edges of patch to force intimate contact with edge surfaces. For large patches, fill edges first and then work toward center, always troweling toward edges of patch. At fully exposed reinforcing bars, force patching mortar to fill space behind bars by compacting with trowel from sides of bars.
- If multiple lifts are required, follow manufacturer's recommendations for lift thickness and surface preparation required. Allow each lift to reach final set before placing subsequent lifts.
- Follow manufacturer's recommendations for curing requirements.
- See Specifications and General Structural Notes for additional information.



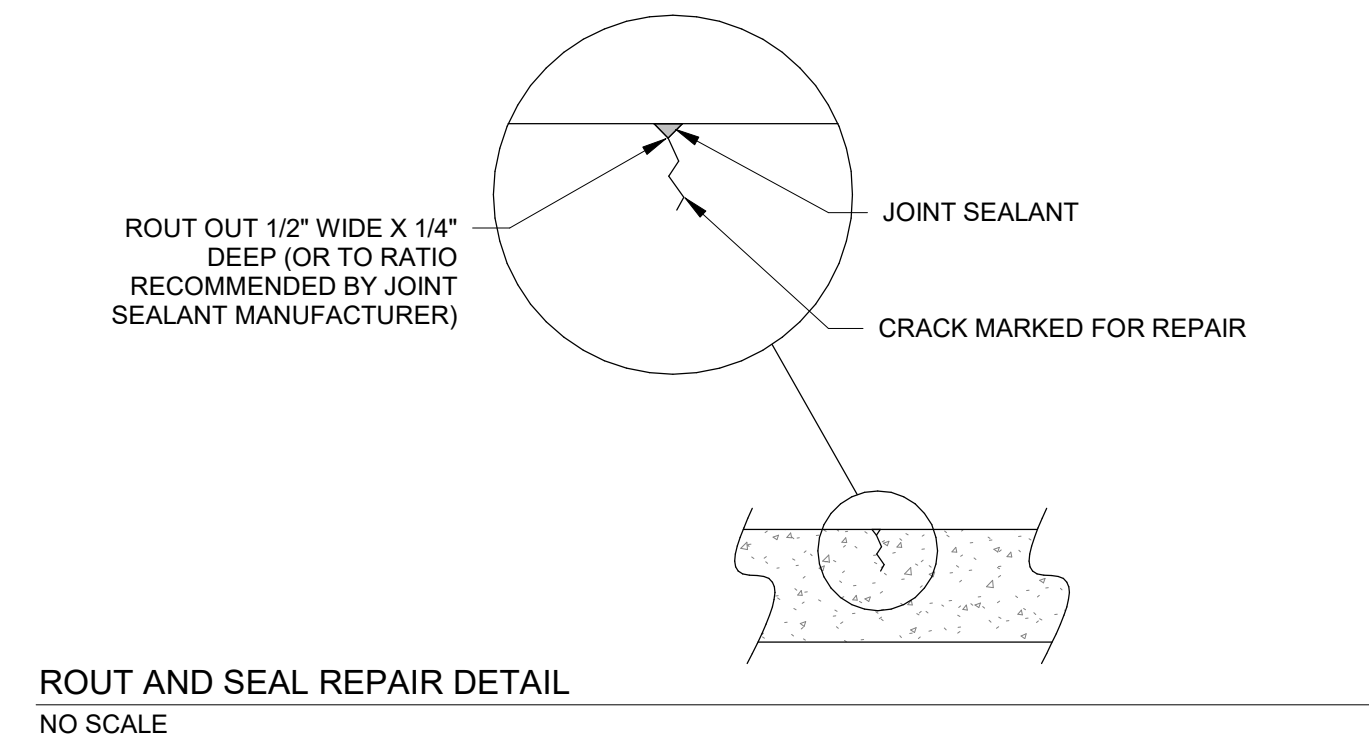
TYPICAL PATCH DETAIL

NO SCALE

Rout and Seal Procedure (RS):

Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not be limited to, the following sequential steps:

- Rout out crack as shown below. Follow joint sealant manufacturer's recommended depth to width ratio.
- At wide cracks (crack width > 1/8") rout out and square up edges to achieve a 1/4" (minimum) deep 'edge'or urethane bonding.
- Clean crack thoroughly with oil-free compressed air, shotblasting as required. See General Structural Notes for additional shotblasting requirements.
- Repair pop outs and large voids along the crack with an epoxy sand mortar (mix ratio per manufacturer's recommendations). After cure, sawcut 1/8" wide x patch thickness deep through the repair along the crack line. Clean saw-cut and crack thoroughly with oil-free compressed air, shotblasting as required. The sawcut shall be filled with sealant as specified below. (The intent is for the sealed sawcut to allow crack movement through the epoxy repair.)
- Prime surface if required or recommended by manufacturer.
- Install backer rod (if necessary). Do not leave gaps between ends of sealant backer rod. Do not stretch, twist, puncture, or tear sealant backing. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- Install sealant according to manufacturer's recommendations and per ASTM C 1193. Ensure that sealant depth to width ratio is as recommended by manufacturer. Appropriate non-sag product shall be used at sloped areas.
- Immediately after sealant application and before skinning or curing begins, tool sealant to form smooth, uniform beads, to eliminate air pockets, and to ensure contact and adhesion of sealant with sides of crack.
- Clean off excess sealant or sealant smears adjacent to cracks as the Work progresses by methods and with cleaning materials approved in writing by manufacturer.
- Protect and cure sealant per manufacturer's recommendations.
- See Specifications and Structural General Notes for additional information.



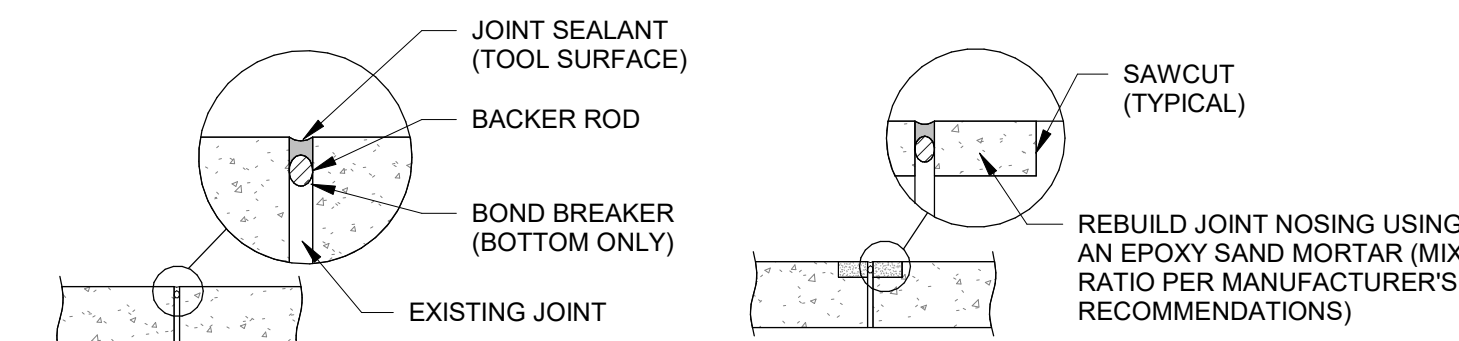
ROUT AND SEAL REPAIR DETAIL

NO SCALE

Urethane Joint Repair Procedure (UJ):

Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not be limited to, the following sequential steps:

- Remove previous joint sealant (full depth) and backer rod (if any).
- Shotblast all joint faces to remove any oil, grease, residues or foreign matter that could interfere with adhesion. Clean up with oil-free compressed air and/or vacuum cleaner. See General Structural Notes for additional shotblasting requirements.
- Cut in joint minimum width, per joint sealant manufacturer's recommendations, if needed.
- Rebuild joint nosing using epoxy sand mortar as needed and allow to cure.
- Prime surface if required or recommended by manufacturer.
- Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.
- Install new backer rod (if necessary). Do not leave gaps between ends of sealant backer rod. Do not stretch, twist, puncture or tear sealant backing. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- Install joint sealant according to manufacturer's recommendations and per ASTM C 1193. Ensure that sealant depth to width ratio is as recommended by manufacturer. Appropriate non-sag product shall be used at curbs, vertical and sloped areas.
- Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform beads to eliminate air pockets and to ensure contact and adhesion of sealant with sides of joint.
- Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning material approved in writing by manufacturer's of joint sealants and of products in which joints occur.
- Protect joint from dirt and traffic until cured.
- See Specifications and General Structural Notes for additional information.



TYP. URETHANE JOINT REPAIR DETAIL

NO SCALE

TYP. JOINT NOSING REPAIR DETAIL

NO SCALE

CITY OF BLOOMINGTON

MORTON STREET PARKING GARAGE REPAIRS - 2019

Owner

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 Public Works Department
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 Bloomington, Indiana 47404
 812-349-3410

Structural Engineer

CE Solutions Inc.

10 Shoshone Drive
 Carmel, IN 46032
 317-818-1912

REVISIONS

DATE	DESCRIPTION

CONSTRUCTION DOCUMENTS

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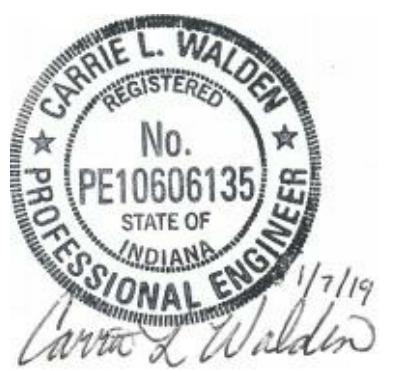
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SHEET TITLE

GENERAL NOTES AND REPAIR PROCEDURES

PROJECT NO.

18-167

DATE

01/07/19

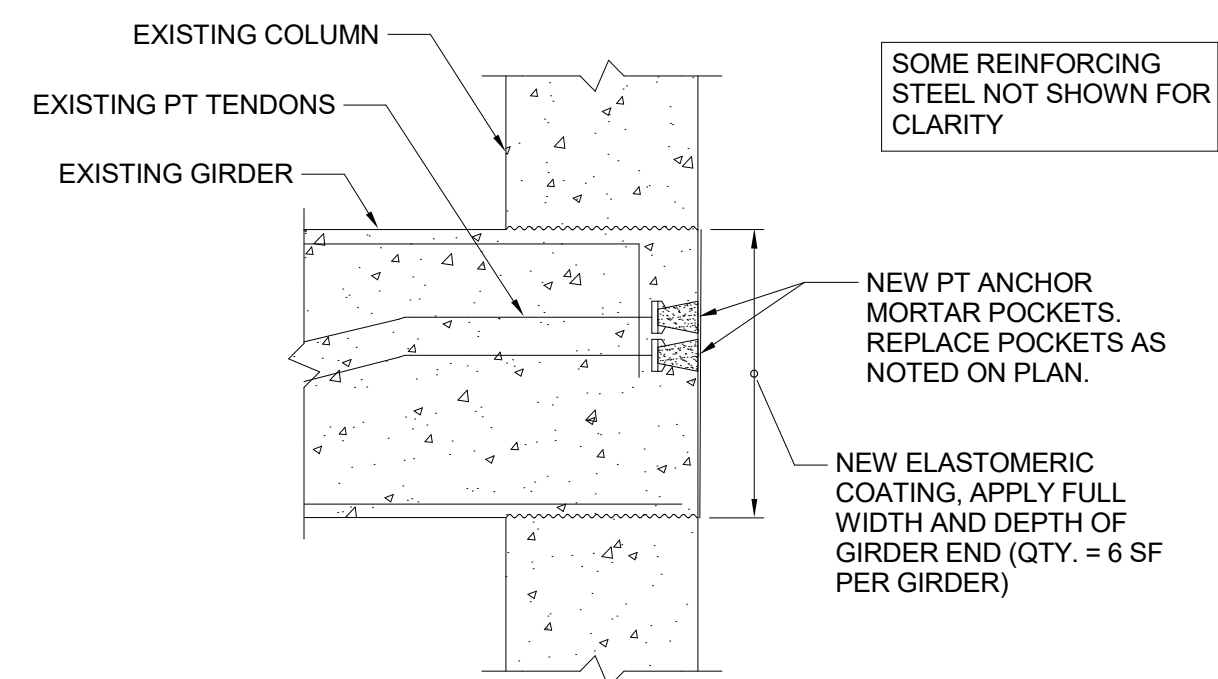
SHEET NUMBER

S001

PT Tendon End Anchor Pocket Repair Procedure (TR):

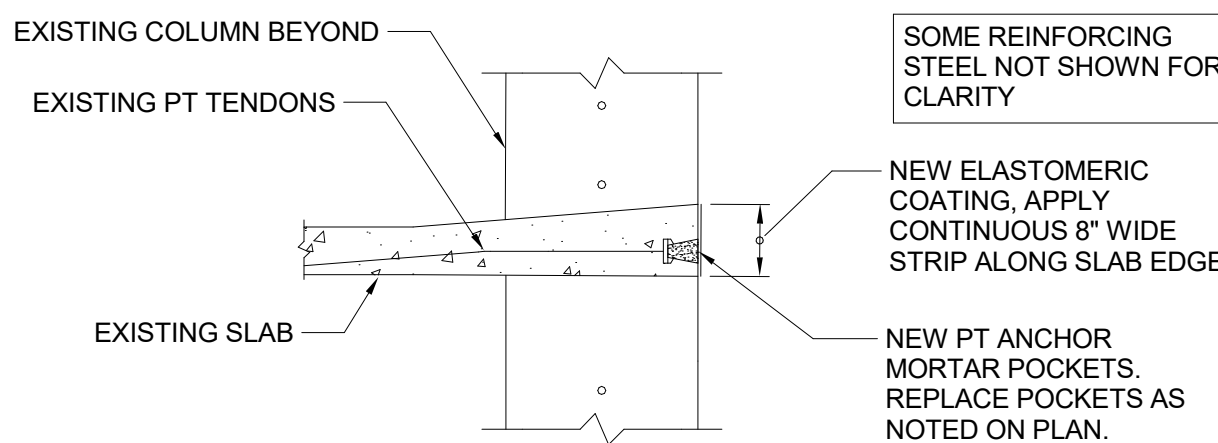
Repairs shall be in accordance with product manufacturer's written instructions and shall include, but not be limited to, the following sequential steps.

- Contractor shall protect the PT anchors at all times.
- Contractor shall locate and mark tendon anchor pockets to be replaced utilizing the following methods:
 - Girder and Slab - determined by visual inspection of pocket only (displacement and sign of moisture: grease, corrosion, etc.) -DO NOT hammer sound slab tendon anchor pockets.
- Once all tendon anchor pockets to be replaced have been identified, contractor shall coordinate a final review with Structural Engineer. Contractor shall not remove existing tendon anchor pockets prior to review by Structural Engineer.
- Remove the existing tendon anchor pocket mortar by hand chipping or mechanically. Take extreme care to not damage PT tendon anchor steel.
- Remove all surface contamination around anchor pockets by washing with an appropriate cleaner, rinse thoroughly.
- Inspect the condition of the PT tendon anchor and remove corrosion, if present. If the PT tendon anchor shows loss of section, contractor shall contact the Structural Engineer.
- Apply a corrosion inhibitor on the PT anchor and tendon and re-grease cap, if present, before installing the new mortar pocket.
- Install new mortar pocket material following manufacturer's recommendations and steps 6 - 11 of the partial depth patching procedure using the vertical patching product (see spec)
- Clean and protect area until mortar anchor pocket has properly cured.
- Once all tendon anchor pockets have cured, apply new elastomeric coating: See Elastomeric Coating Procedure (EC). DO NOT USE BLAST CLEANING OR HIGH WATER SPEED WATERJETTING.
- See general notes and specifications for more information.



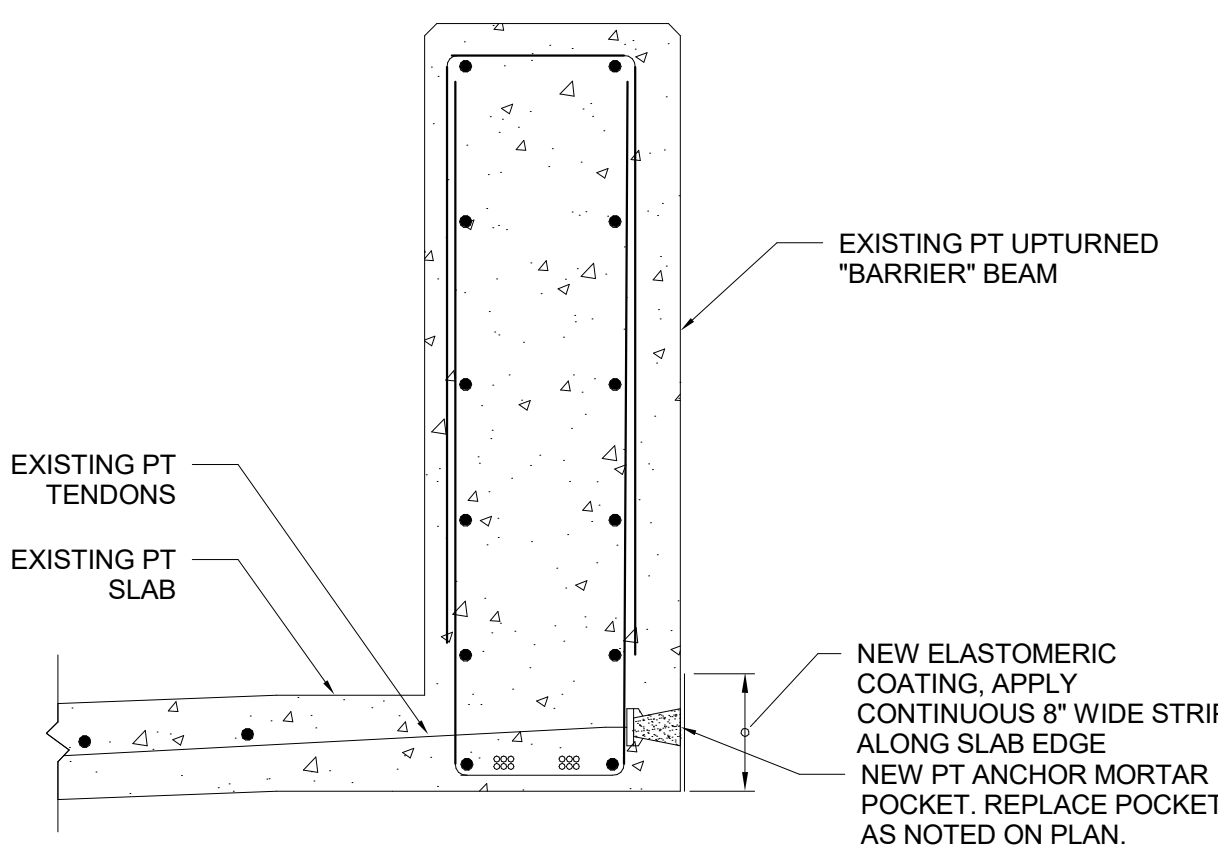
TYPICAL GIRDER PT ANCHOR POCKET REPAIR DETAIL

1/2" = 1'-0"



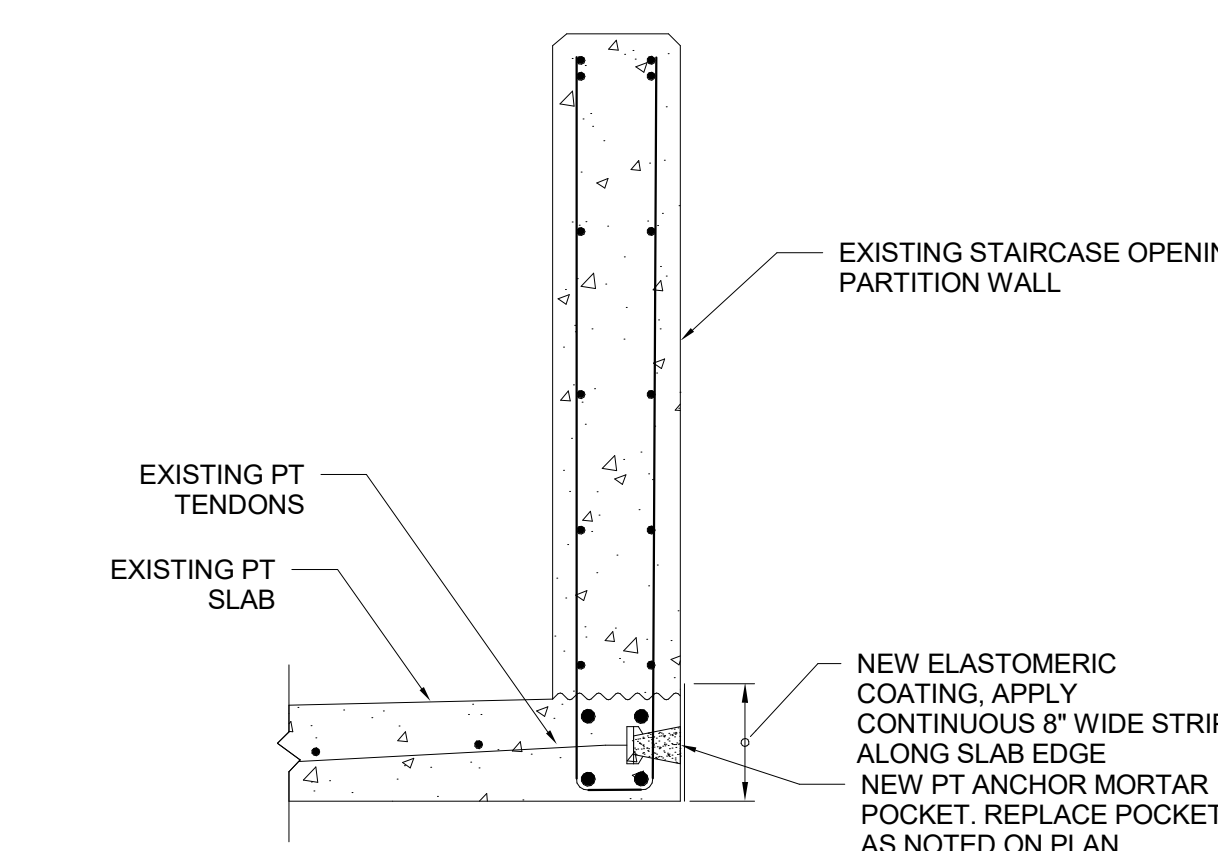
TYPICAL SLAB PT ANCHOR POCKET REPAIR DETAIL

1/2" = 1'-0"



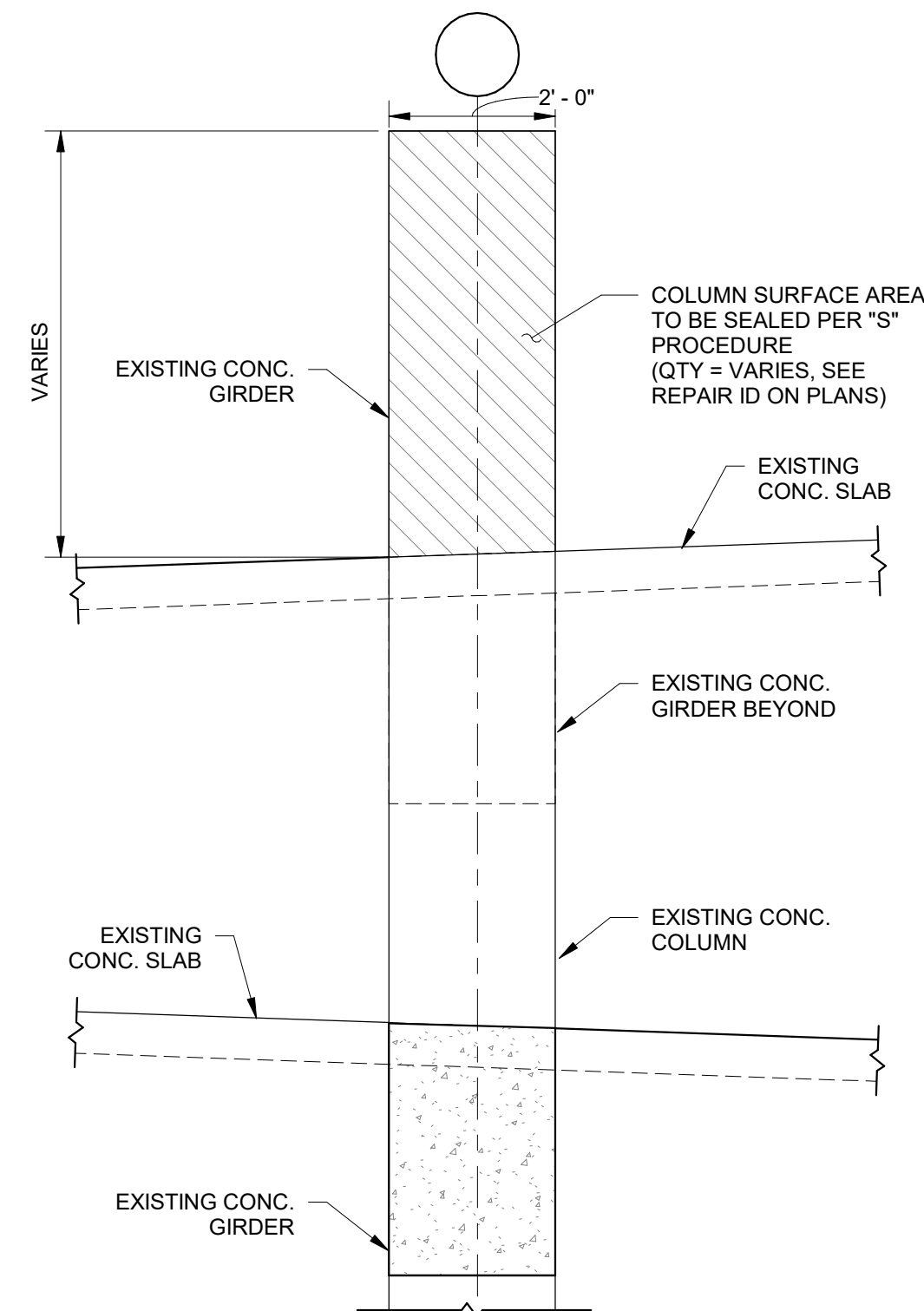
TYPICAL SLAB PT ANCHOR POCKET REPAIR DETAIL

1" = 1'-0"

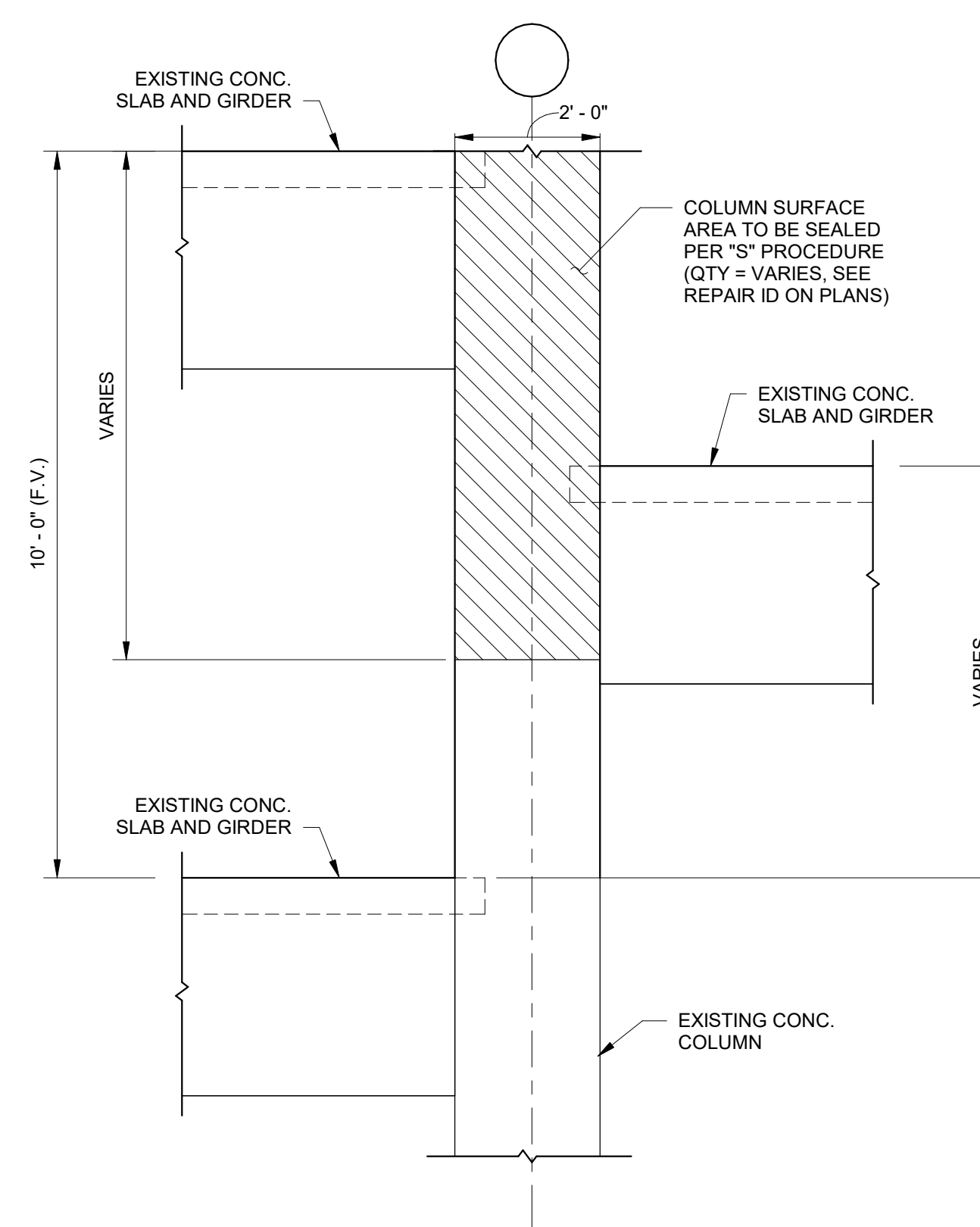


TYPICAL SLAB PT ANCHOR POCKET REPAIR DETAIL

1" = 1'-0"



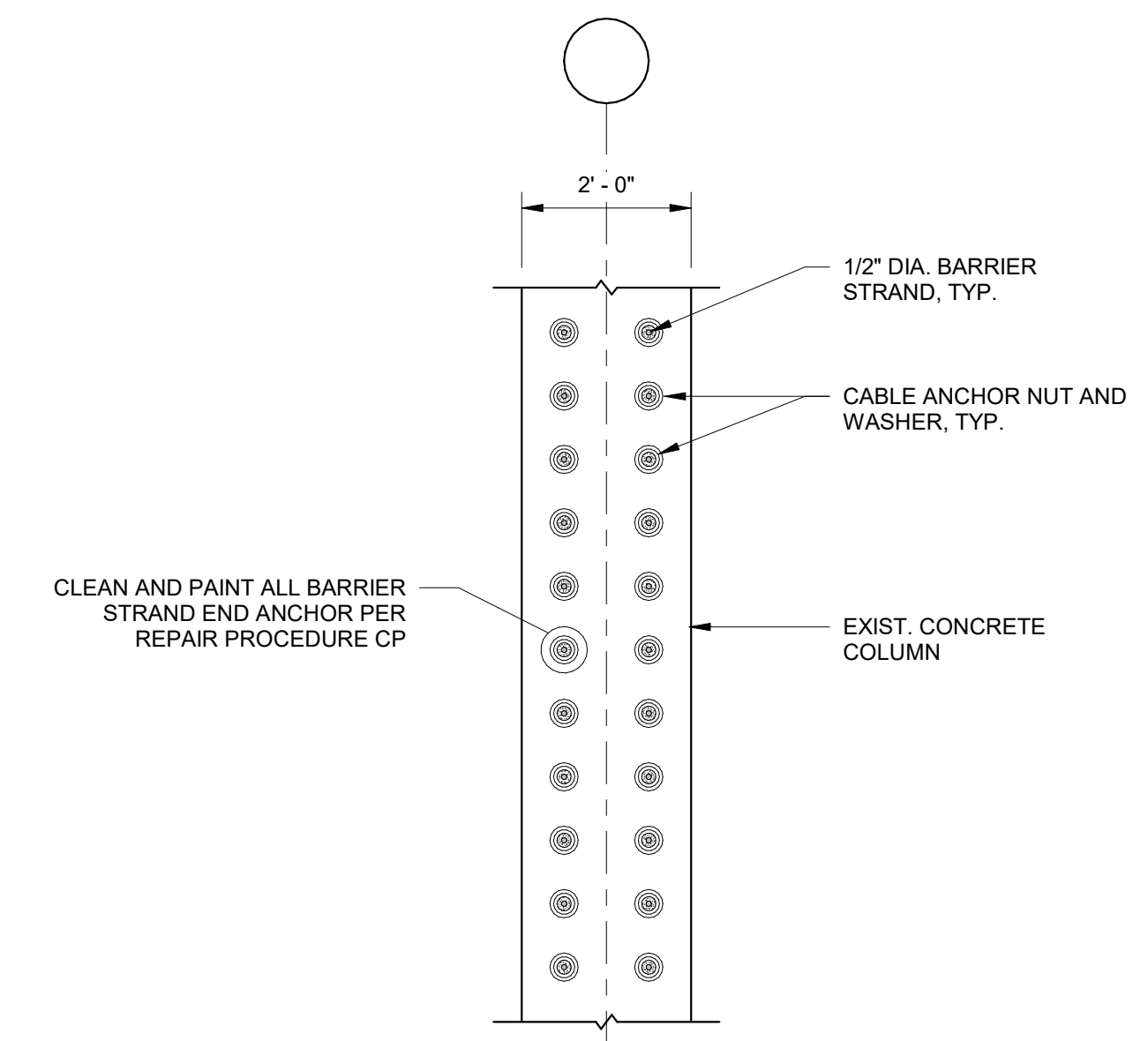
EAST / WEST ELEVATION OF COLUMN AT TOP LEVEL



NORTH / SOUTH ELEVATION

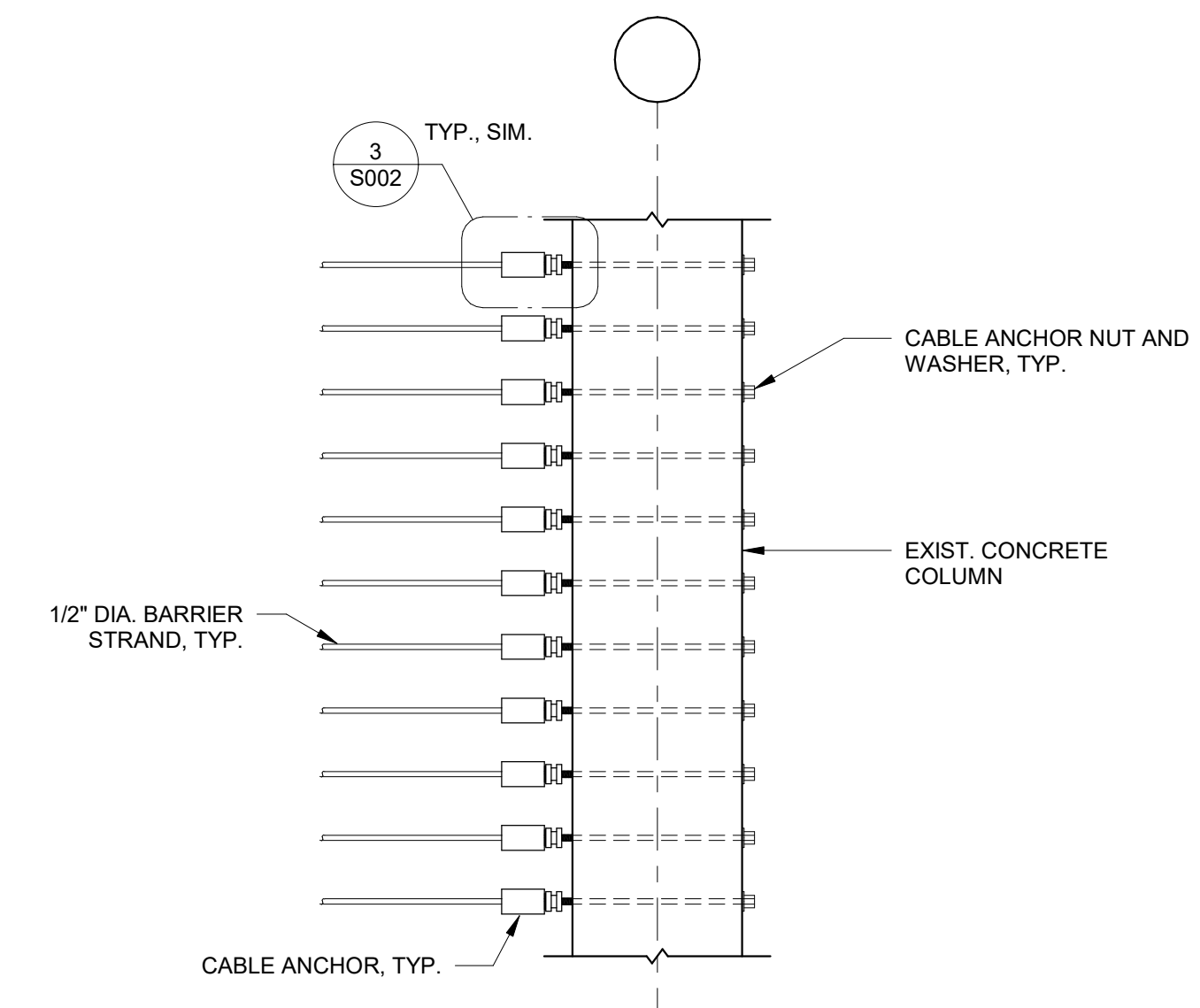
4 COLUMN CONCRETE SURFACE SEALING

1/2" = 1'-0"



1 BARRIER TENDON N/S ELEVATION

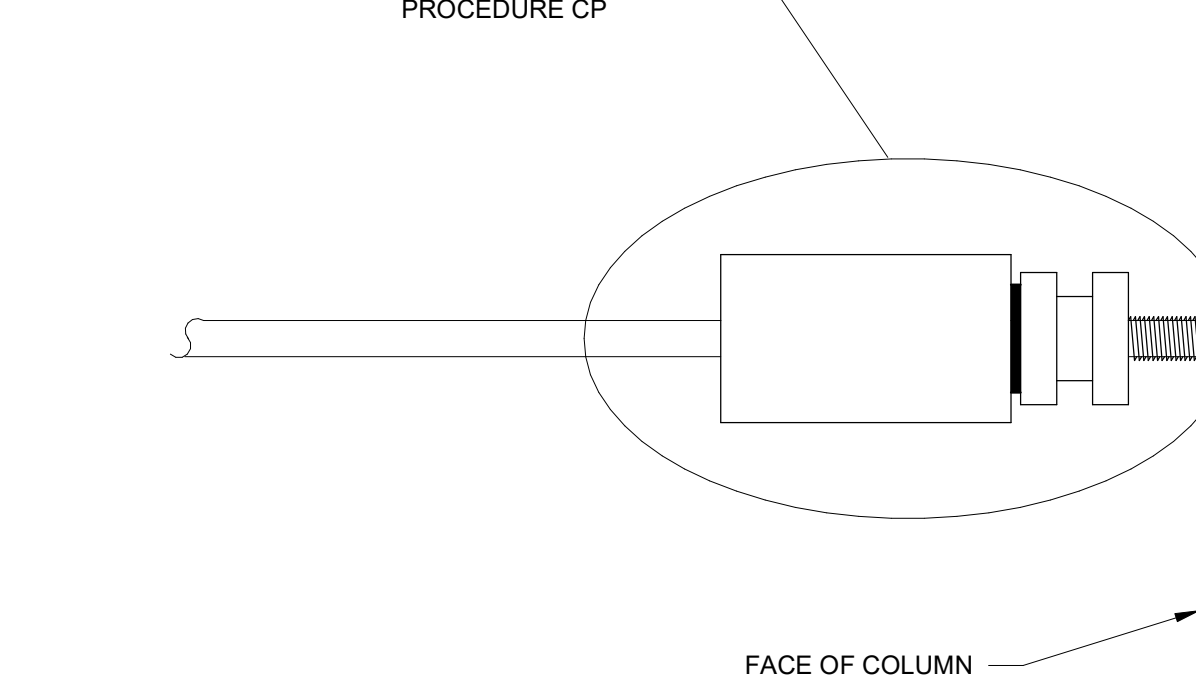
1/2" = 1'-0"



2 BARRIER TENDON E/W ELEVATION

1/2" = 1'-0"

CLEAN AND PAINT ALL BARRIER STRAND END ANCHOR AND CORRODED PORTION OF ALL STRANDS PER REPAIR PROCEDURE CP



3 BARRIER TENDON ANCHOR DETAIL

3" = 1'-0"

CITY OF BLOOMINGTON

MORTON STREET PARKING GARAGE REPAIRS - 2019

Owner

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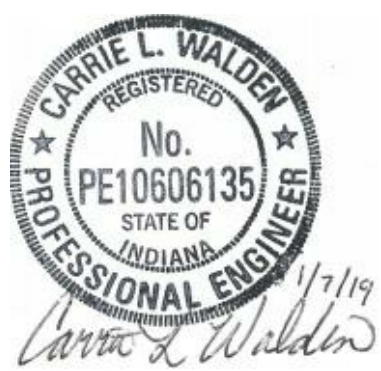
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SHEET TITLE

REPAIR PROCEDURES AND DETAILS

PROJECT NO.

18-167

SHEET NUMBER

S002

DATE

01/07/19

CITY OF
BLOOMINGTON

MORTON STREET
PARKING GARAGE
REPAIRS - 2019

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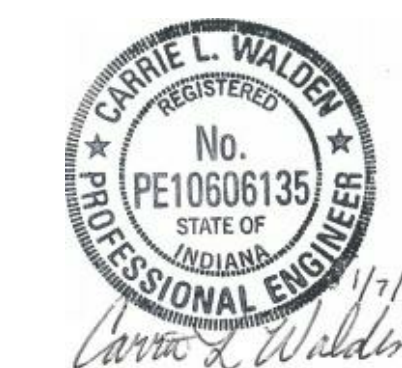
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MAINTENANCE OF TRAFFIC

PROJECT NO.

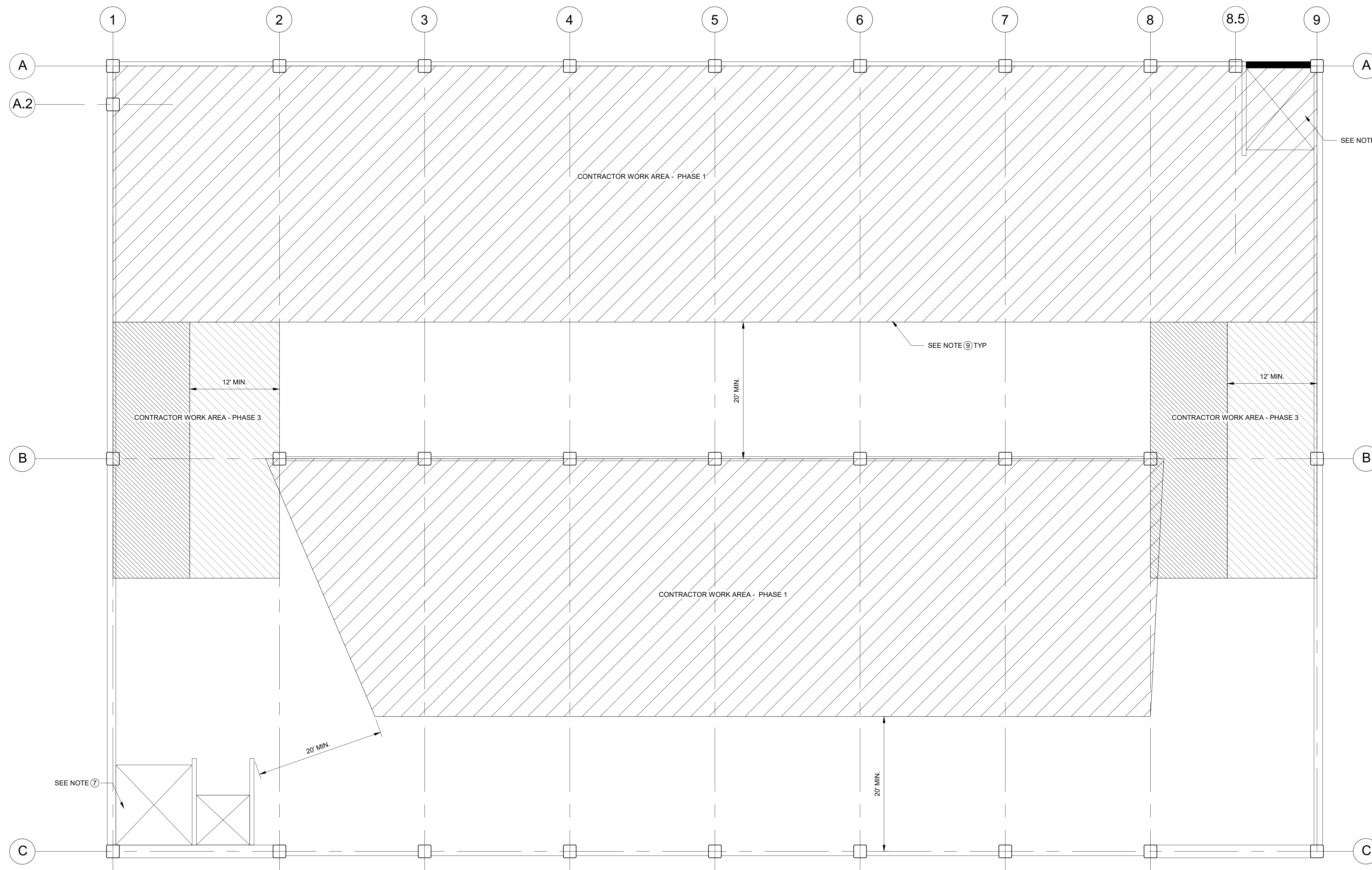
18-167

DATE

01/07/19

SHEET NUMBER

S100



1 MAINTENANCE OF TRAFFIC - TYPICAL ALL LEVELS
S100 1/8" = 1'-0"

MAINTENANCE OF TRAFFIC PLAN NOTES

- INDICATES NOTE REFERENCED IN PLAN
- 1. SEE GENERAL STRUCTURAL NOTES FOR ADDITIONAL INFORMATION, INCLUDING LOAD RESTRICTIONS.
- 2. COORDINATE CONTRACTOR PARKING AND GROUND LEVEL STAGING AREA WITH CITY OF BLOOMINGTON.
- 3. GARAGE SHALL REMAIN OPEN DURING REPAIRS. PARTIAL CLOSURES SHALL BE FACILITATED BY THE CONTRACTOR AND COORDINATED WITH THE CITY OF BLOOMINGTON
- 4. WORK SHALL BE PERFORMED ON NO MORE THAN 1 LEVEL (EAST AND WEST BAY) AT A TIME. CONTRACTOR SHALL ALLOW FOR VEHICULAR TRAFFIC TO PASS THROUGH LEVEL WHERE WORK IS BEING PERFORMED.
- 5. WORK ON EACH LEVEL WILL BE PERFORMED IN THREE PHASES - PHASE 1 (SEE PLAN), PHASE 2 WILL MIRROR PHASE 1 WITH EASTWEST BAYS SWAPPING IDENTICAL CLOSURES, PHASE 3 WILL BE THE ENDS OF THE DRIVE LANES. WORK IN PHASE 3 SHALL BE PHASED TO KEEP ONE LANE OPEN. CONTRACTOR SHALL PROVIDE PERSONNEL TO DIRECT TRAFFIC THROUGH THE ONE LANE CLOSURE. ALTERNATE PHASING SHALL BE APPROVED BY STRUCTURAL ENGINEER AND CITY OF BLOOMINGTON.
- 6. WORK SHALL START ON LEVEL 8 (TOP LEVEL) AND WORK DOWN TO GROUND LEVEL.
- ⑦ CONTRACTOR SHALL MAINTAIN PEDESTRIAN EMERGENCY EGRESS TO ALL STAIRS ON ALL LEVELS AT ALL TIMES.
- 8. WORK ON EXTERIOR OF GARAGE SHALL BE COORDINATED WITH THE CITY OF BLOOMINGTON A MINIMUM OF 4 WEEKS BEFORE EXTERIOR WORK IS TO START, INCLUDING PARTIAL SIDEWALK CLOSURES, LIFT ACCESS, ETC.
- ⑨ FENCING SHALL BE USED TO DENOTE CONTRACTOR WORK AREA; FENCING SHALL HAVE REFLECTORS IN DRIVE LANES AND SIGNAGE TO DIVERT VEHICULAR AND PEDESTRIAN TRAFFIC. SEE PLAN
- 10. CONTRACTOR SHALL POST "CLOSED: NO PARKING THIS LEVEL" AND "PARKING AVAILABLE ON UPPER LEVELS" SIGNS ON LEVEL WHERE WORK IS BEING PERFORMED

CITY OF
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MORTON STREET
PARKING GARAGE
REPAIRS - 2019

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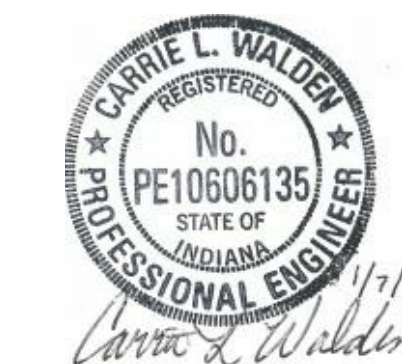
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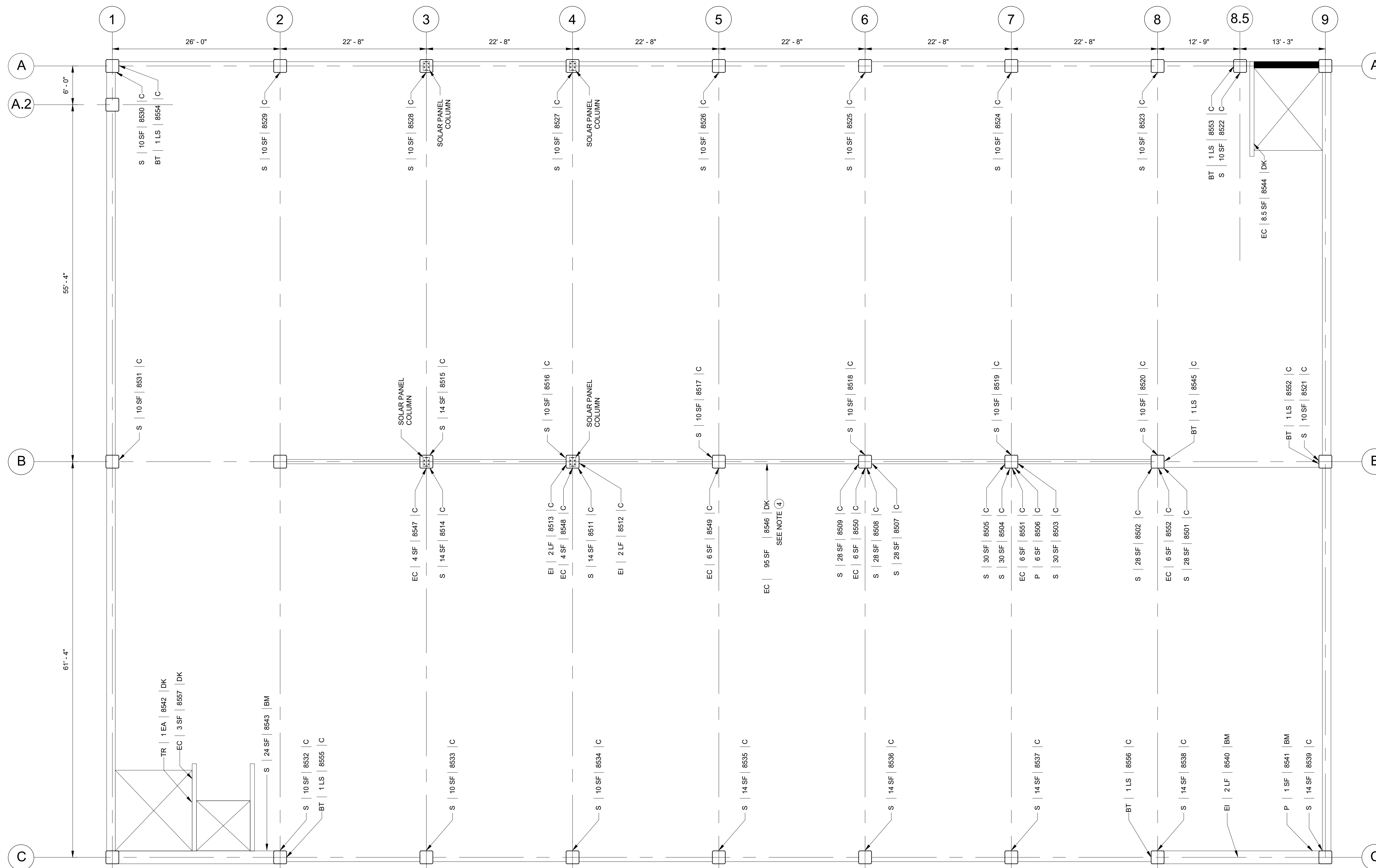


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SHEET TITLE
LEVEL 8 DECK REPAIR PLAN

PROJECT NO. SHEET NUMBER
18-167 **S101**
DATE
01/30/19

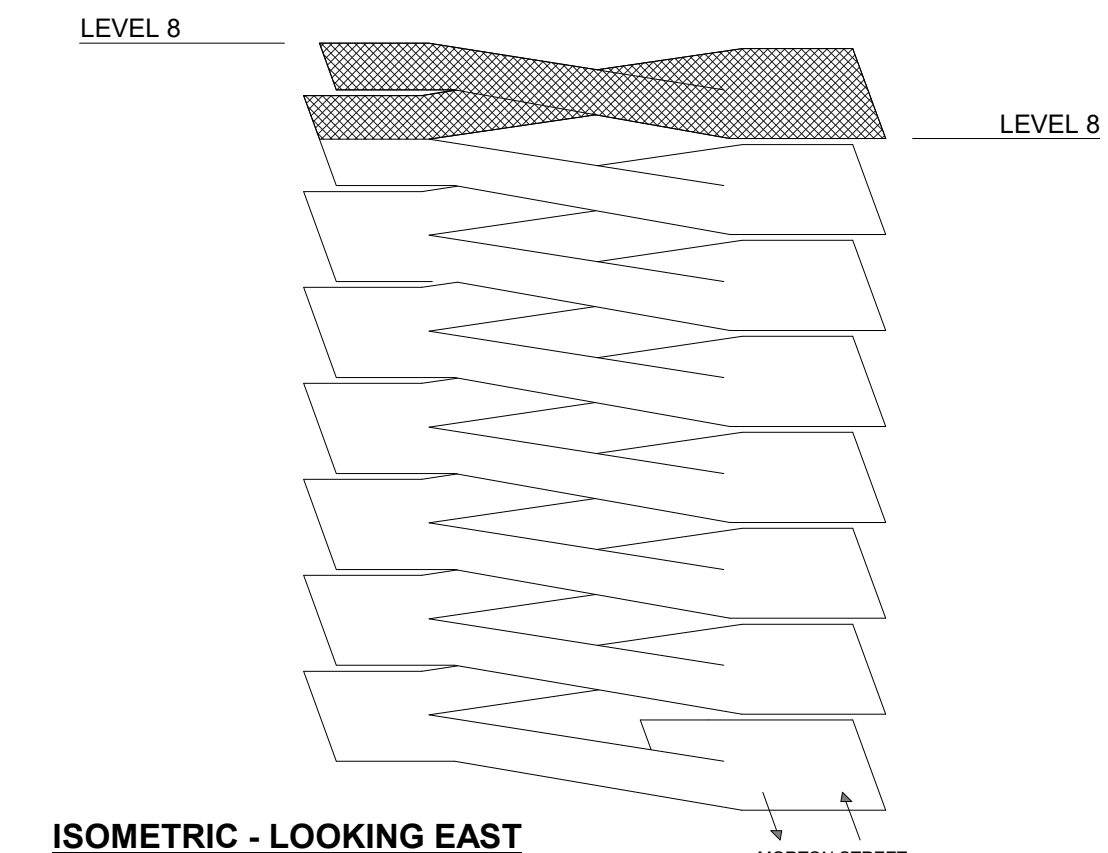


LEVEL 8 DECK REPAIR PLAN
1/8" = 1'-0"

PLAN LEGEND

XX XXXX XXXX XX	DENOTES SURFACE TO BE REPAIRED
BM - BEAM	
C - COLUMN	
DK - DECK	
W - WALL	
	DENOTES REPAIR ID
	DENOTES REPAIR QUANTITY
	DENOTES REPAIR TYPE:
S - CONCRETE SURFACE SEALING	
EI - EPOXY INJECTION	
P - PARTIAL DEPTH PATCH	
EC - ELASTOMERIC COATING	
CC - CLEAN AND COAT	
CP - CLEAN AND PAINT	
TR - PT TENDON ANCHOR POCKET REPAIR	
RS - ROUT AND SEAL	
UJ - URETHANE JOINT REPAIR	
BT - BARRIER TENDON CLEAN AND PAINT	

- PLAN NOTES**
- INDICATES NOTE REFERENCED IN PLAN
 - SEE S001 THROUGH S002 FOR GENERAL NOTES, REPAIR PROCEDURES AND DETAILS
 - SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION INCLUDING PHOTOGRAPHS. PHOTO ID MATCHES REPAIR ID.
 - REPAIR IDs MAY NOT BE SEQUENTIAL
 - APPLY ELASTOMERIC COATING TO EDGE OF DECK OF TOP DECK RAMP



CITY OF
BLOOMINGTON

MORTON STREET
PARKING GARAGE
REPAIRS - 2019

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Bloomington, Indiana 47404
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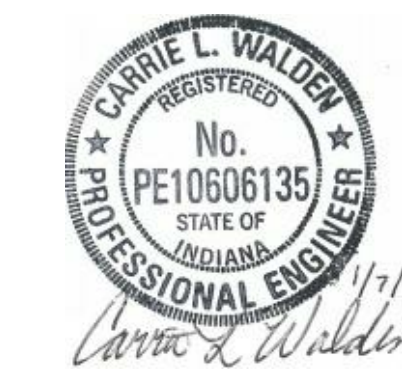
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CONSTRUCTION DOCUMENTS

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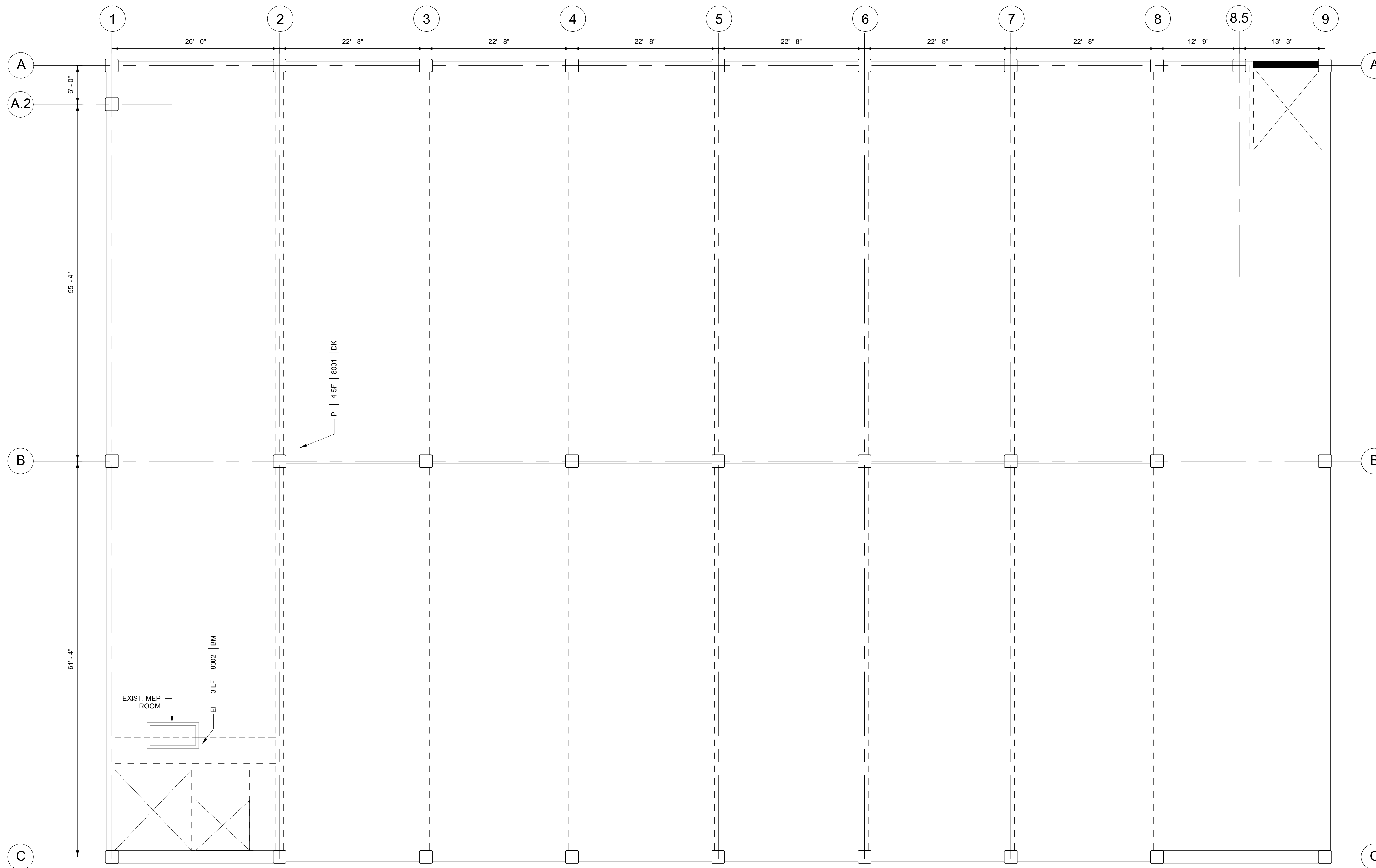
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SHEET TITLE
**LEVEL 8 UNDERSIDE
REPAIR PLAN**

PROJECT NO.
18-167
DATE
01/07/19

SHEET NUMBER
S101U

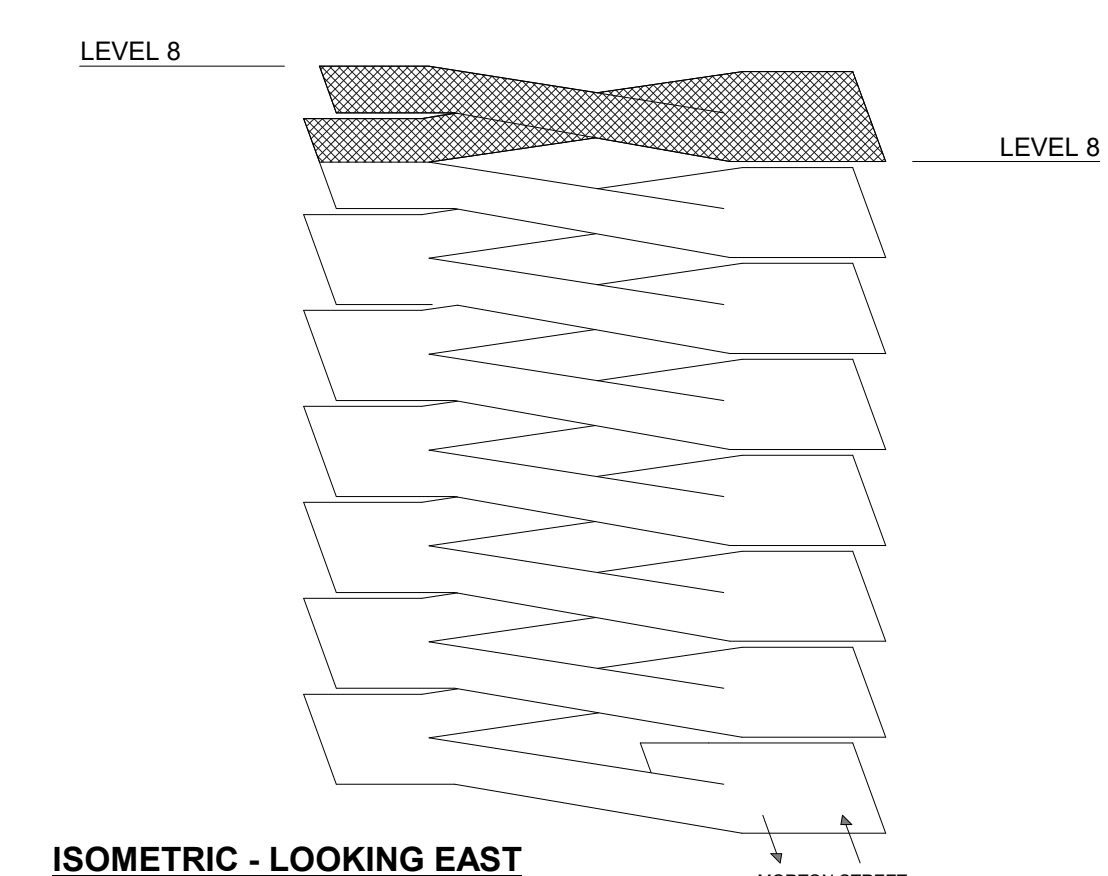


LEVEL 8 UNDERSIDE REPAIR PLAN
1
S101U 1/8" = 1'-0"

PLAN LEGEND

xx xxxx xxx xx	DENOTES SURFACE TO BE REPAIRED
BM	- BEAM
C	- COLUMN
DK	- DECK
W	- WALL
	DENOTES REPAIR ID
	DENOTES REPAIR QUANTITY
	DENOTES REPAIR TYPE:
S	- CONCRETE SURFACE SEALING
EI	- EPOXY INJECTION
P	- PARTIAL DEPTH PATCH
EC	- ELASTOMERIC COATING
CC	- CLEAN AND COAT
CP	- CLEAN AND PAINT
TR	- PT TENDON ANCHOR POCKET REPAIR
RS	- ROUT AND SEAL
UJ	- URETHANE JOINT REPAIR
BT	- BARRIER TENDON CLEAN AND PAINT

- PLAN NOTES**
- INDICATES NOTE REFERENCED IN PLAN
 - 1. SEE S001 THROUGH S002 FOR GENERAL NOTES, REPAIR PROCEDURES AND DETAILS
 - 2. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION INCLUDING PHOTOGRAPHS. PHOTO ID MATCHES REPAIR ID.
 - 3. REPAIR IDs MAY NOT BE SEQUENTIAL



CITY OF BLOOMINGTON

MORTON STREET PARKING GARAGE REPAIRS - 2019

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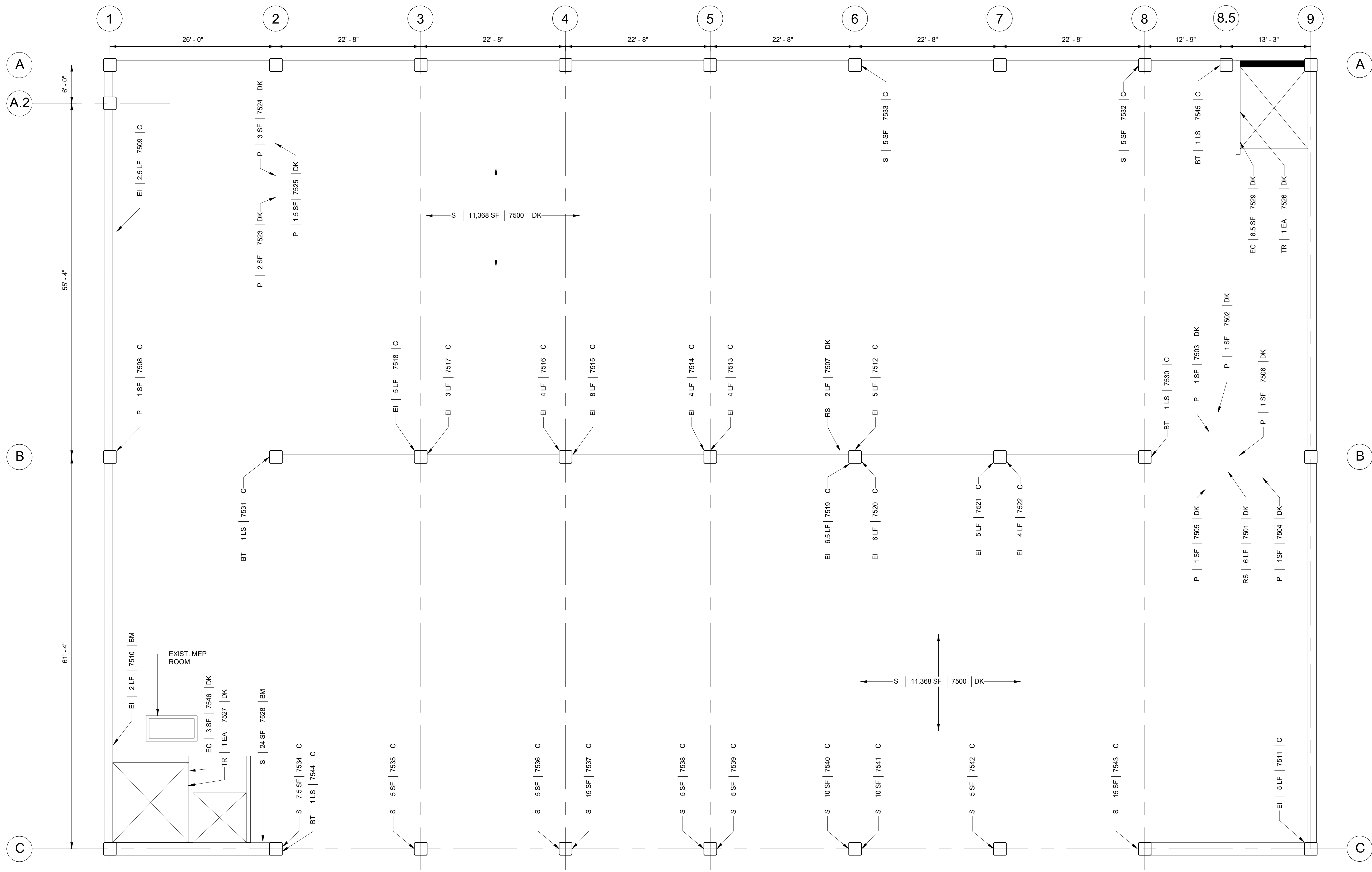


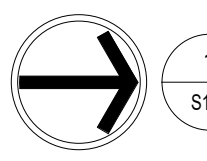
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SHEET TITLE
LEVEL 7 DECK REPAIR PLAN

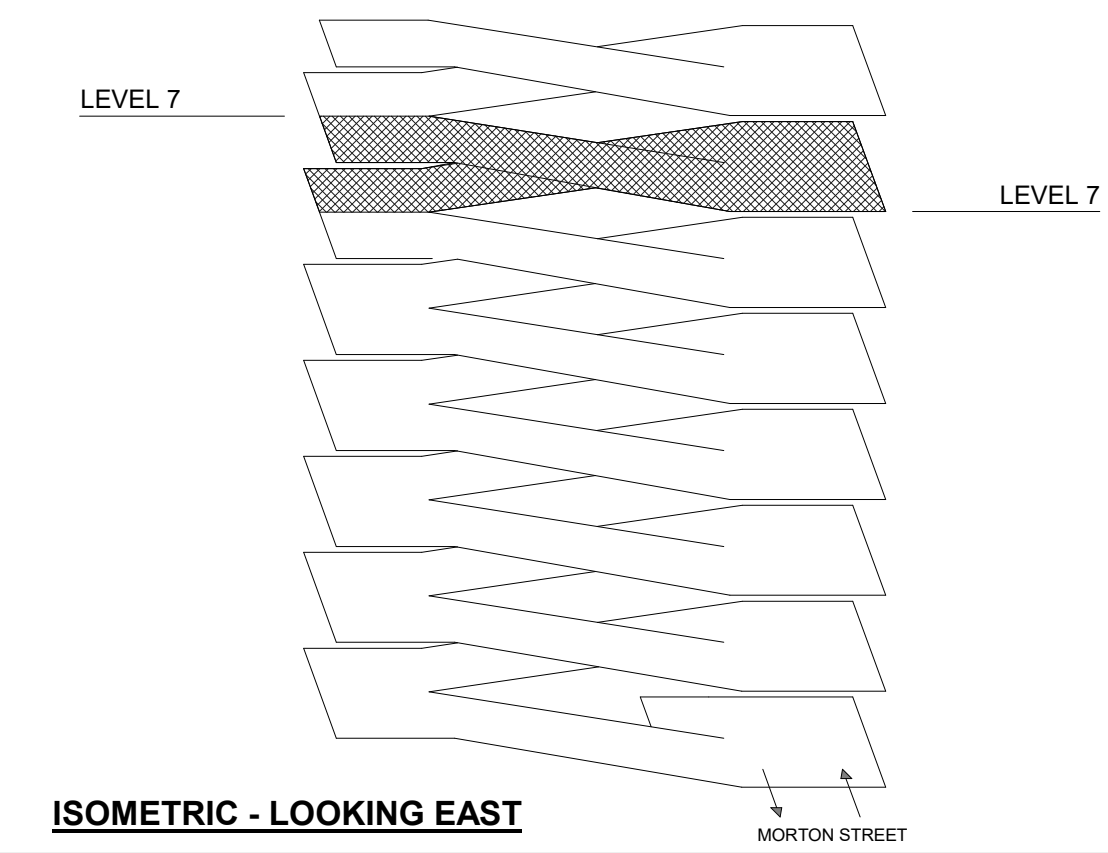
PROJECT NO. 18-167	SHEET NUMBER S102
DATE 01/30/19	



 **LEVEL 7 PLAN**
 S102 1/8" = 1'-0"

- PLAN LEGEND**
- XX | XXXX | XXXX | XX
 - DENOTES SURFACE TO BE REPAIRED
 - BM - BEAM
 - C - COLUMN
 - DK - DECK
 - W - WALL
 - DENOTES REPAIR ID
 - DENOTES REPAIR QUANTITY
 - DENOTES REPAIR TYPE:
 - S - CONCRETE SURFACE SEALING
 - EI - EPOXY INJECTION
 - P - PARTIAL DEPTH PATCH
 - EC - ELASTOMERIC COATING
 - CC - CLEAN AND COAT
 - CP - CLEAN AND PAINT
 - TR - PT TENDON ANCHOR POCKET REPAIR
 - RS - ROUT AND SEAL
 - UJ - URETHANE JOINT REPAIR
 - BT - BARRIER TENDON CLEAN AND PAINT

- PLAN NOTES**
- INDICATES NOTE REFERENCED IN PLAN
 - SEE S001 THROUGH S002 FOR GENERAL NOTES, REPAIR PROCEDURES AND DETAILS
 - SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION INCLUDING PHOTOGRAPHS. PHOTO ID MATCHES REPAIR ID.
 - REPAIR IDs MAY NOT BE SEQUENTIAL



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REVISIONS

DATE	DESCRIPTION

CONSTRUCTION DOCUMENTS

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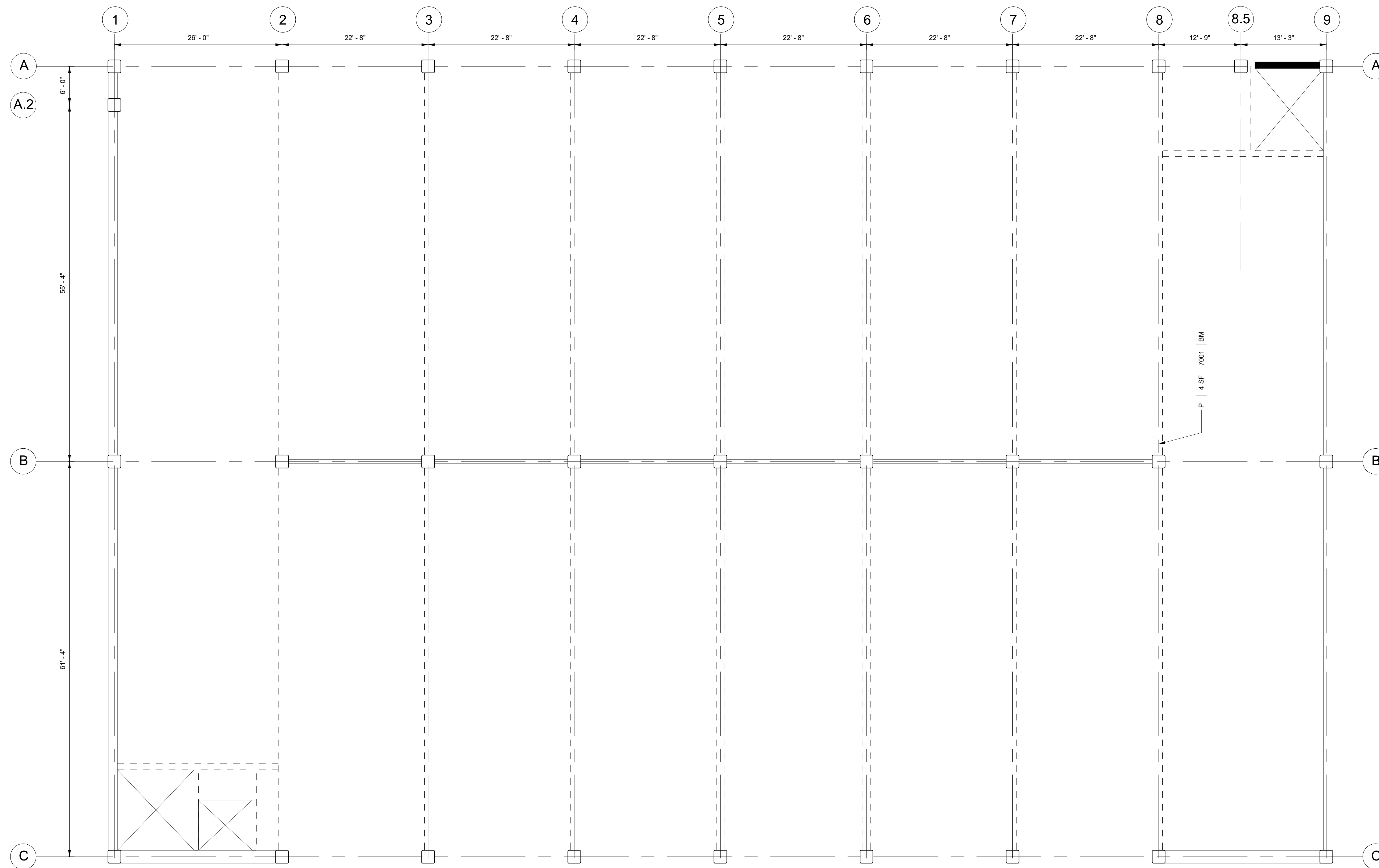
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structural engineers
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SHEET TITLE
**LEVEL 7 UNDERSIDE
REPAIR PLAN**

PROJECT NO.
18-167
DATE
01/07/19

SHEET NUMBER
S102U



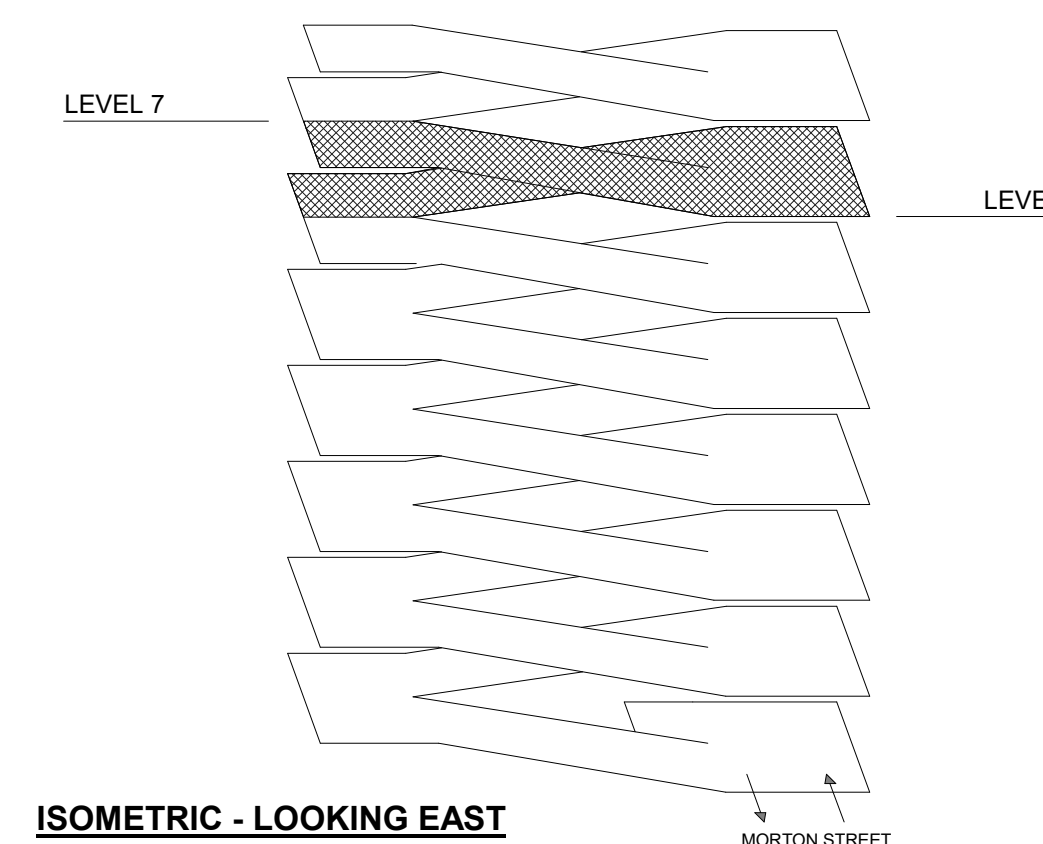
LEVEL 7 UNDERSIDE REPAIR PLAN
1/8" = 1'-0"

PLAN LEGEND

- xx | xxxx | xxxx | xx
- DENOTES SURFACE TO BE REPAIRED
- BM - BEAM
- C - COLUMN
- DK - DECK
- W - WALL
- DENOTES REPAIR ID
- DENOTES REPAIR QUANTITY
- DENOTES REPAIR TYPE:
- S - CONCRETE SURFACE SEALING
- EI - EPOXY INJECTION
- P - PARTIAL DEPTH PATCH
- EC - ELASTOMERIC COATING
- CC - CLEAN AND COAT
- CP - CLEAN AND PAINT
- TR - PT TENDON ANCHOR POCKET REPAIR
- RS - ROUT AND SEAL
- UJ - URETHANE JOINT REPAIR
- BT - BARRIER TENDON CLEAN AND PAINT

PLAN NOTES

- INDICATES NOTE REFERENCED IN PLAN
- 1. SEE S001 THROUGH S002 FOR GENERAL NOTES, REPAIR PROCEDURES AND DETAILS
- 2. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION INCLUDING PHOTOGRAPHS. PHOTO ID MATCHES REPAIR ID.
- 3. REPAIR IDs MAY NOT BE SEQUENTIAL



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Owner
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Public Works Department
401 N. Morton Street, Suite 120
Bloomington, Indiana 47404
812-349-3410

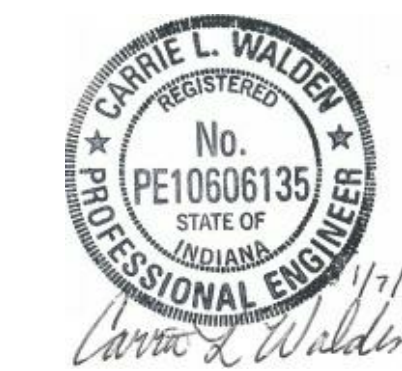
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CE Solutions Inc.
10 Shoshone Drive
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DATE	DESCRIPTION

CONSTRUCTION DOCUMENTS

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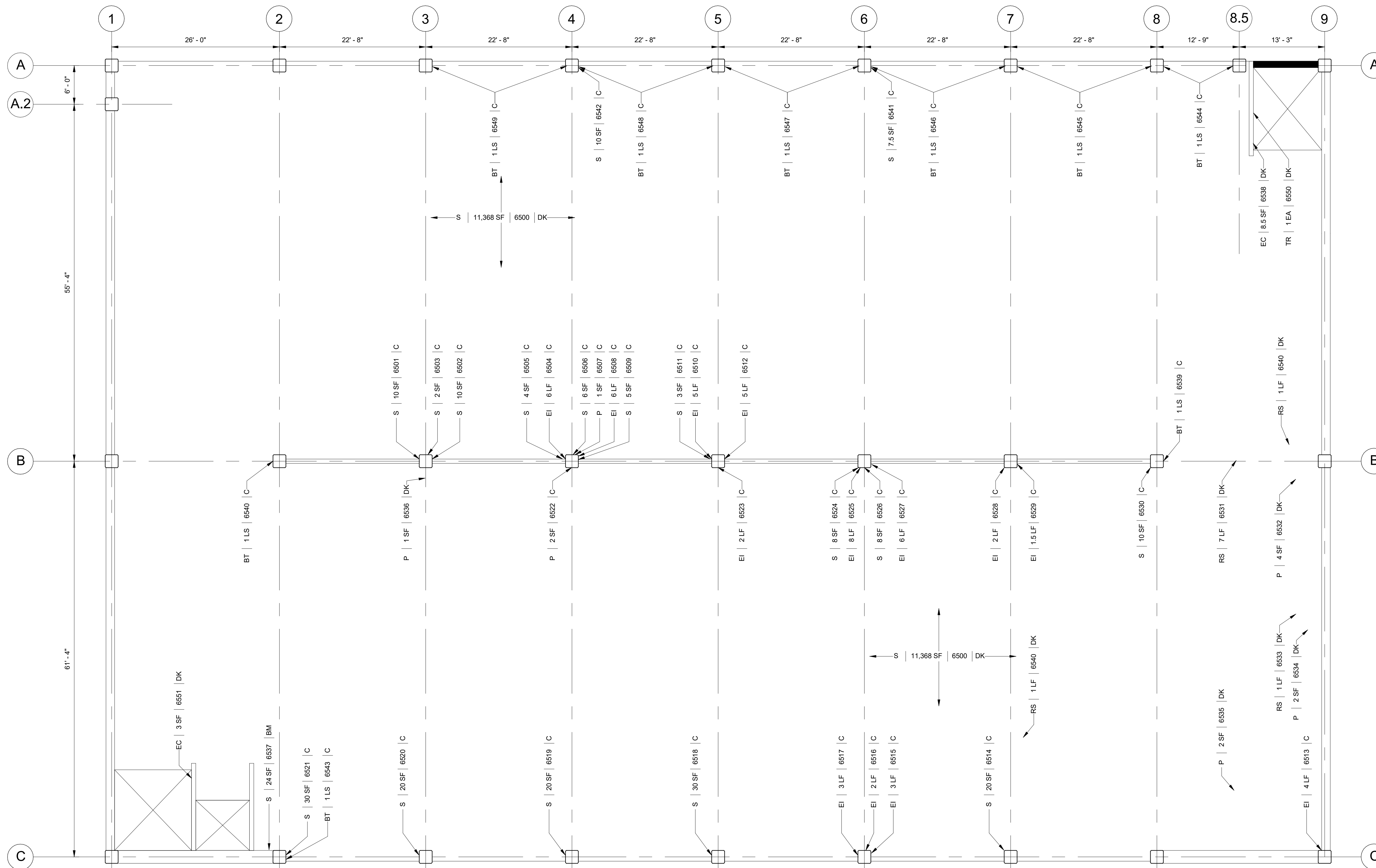


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SHEET TITLE
LEVEL 6 DECK REPAIR PLAN

PROJECT NO. SHEET NUMBER
18-167 **S103**
DATE
01/30/19

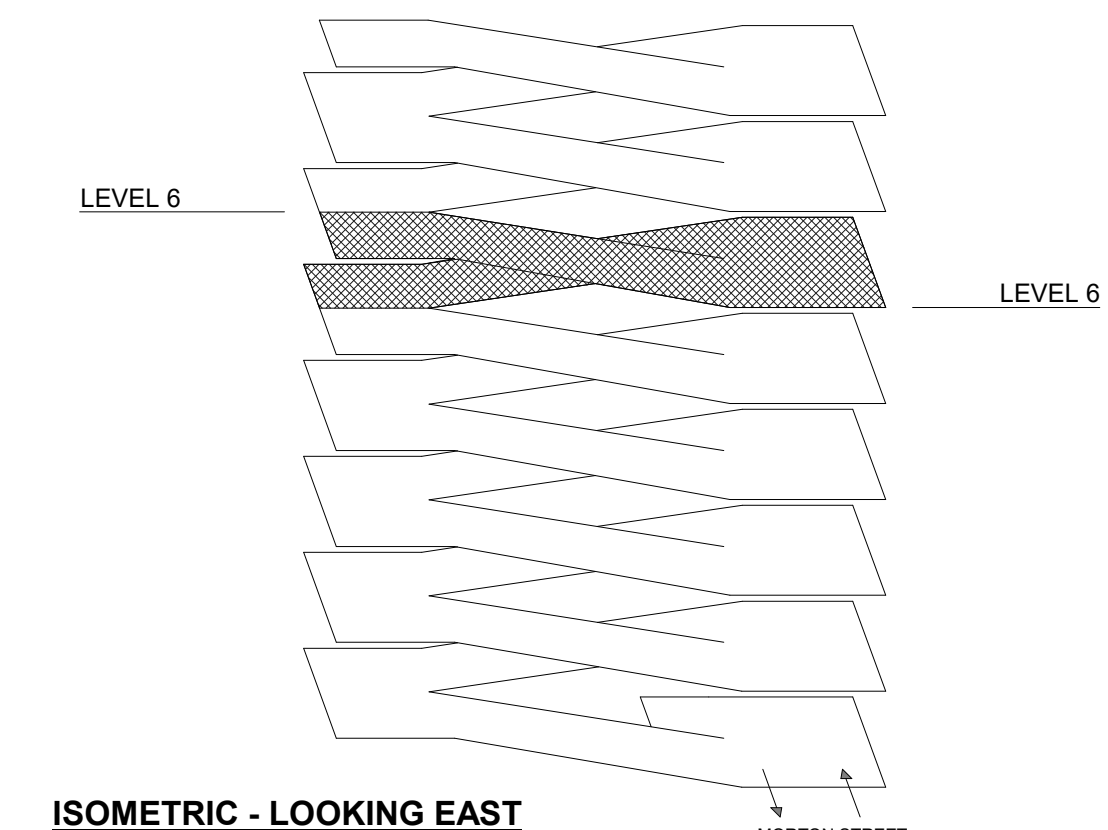


LEVEL 6 PLAN
S103 1/8" = 1'-0"

PLAN LEGEND

XX	XXXX	XXXX	XX	DENOTES SURFACE TO BE REPAIRED
				BM - BEAM
				C - COLUMN
				DK - DECK
				W - WALL
				DENOTES REPAIR ID
				DENOTES REPAIR QUANTITY
				DENOTES REPAIR TYPE:
				S - CONCRETE SURFACE SEALING
				EI - EPOXY INJECTION
				P - PARTIAL DEPTH PATCH
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				CC - CLEAN AND COAT
				CP - CLEAN AND PAINT
				TR - PT TENDON ANCHOR POCKET REPAIR
				RS - ROUT AND SEAL
				UJ - URETHANE JOINT REPAIR
				BT - BARRIER TENDON CLEAN AND PAINT

- PLAN NOTES**
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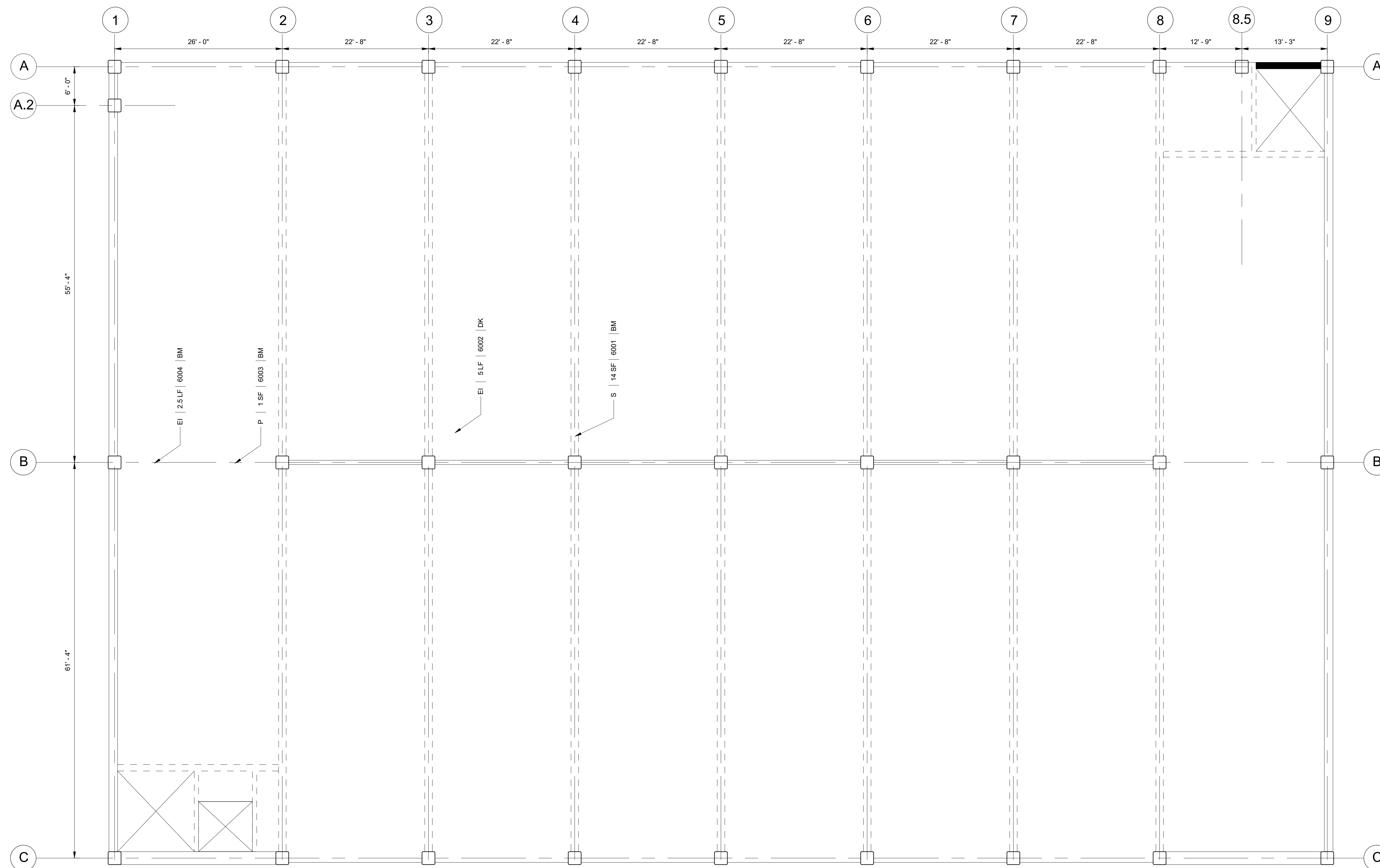
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SHEET TITLE
**LEVEL 6 UNDERSIDE
REPAIR PLAN**

PROJECT NO.
18-167
DATE
01/07/19

SHEET NUMBER

S103U



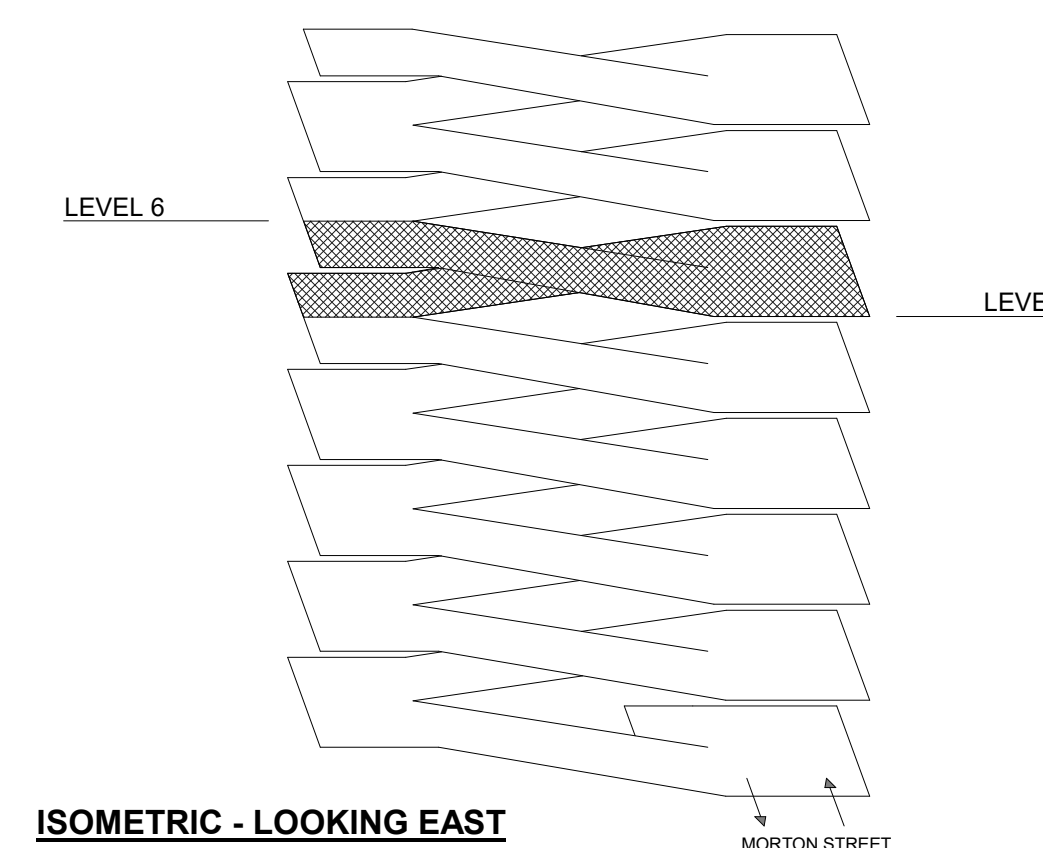
LEVEL 6 UNDERSIDE REPAIR PLAN
1
S103U
1/8" = 1'-0"

PLAN LEGEND

- xx xxxx xxxx xx
- DENOTES SURFACE TO BE REPAIRED
- BM - BEAM
- C - COLUMN
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- W - WALL
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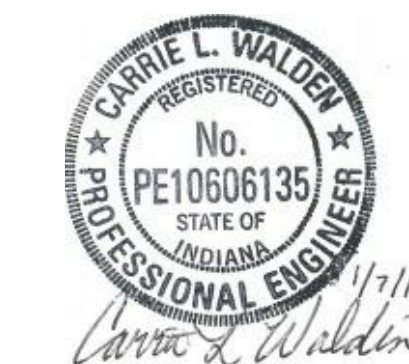
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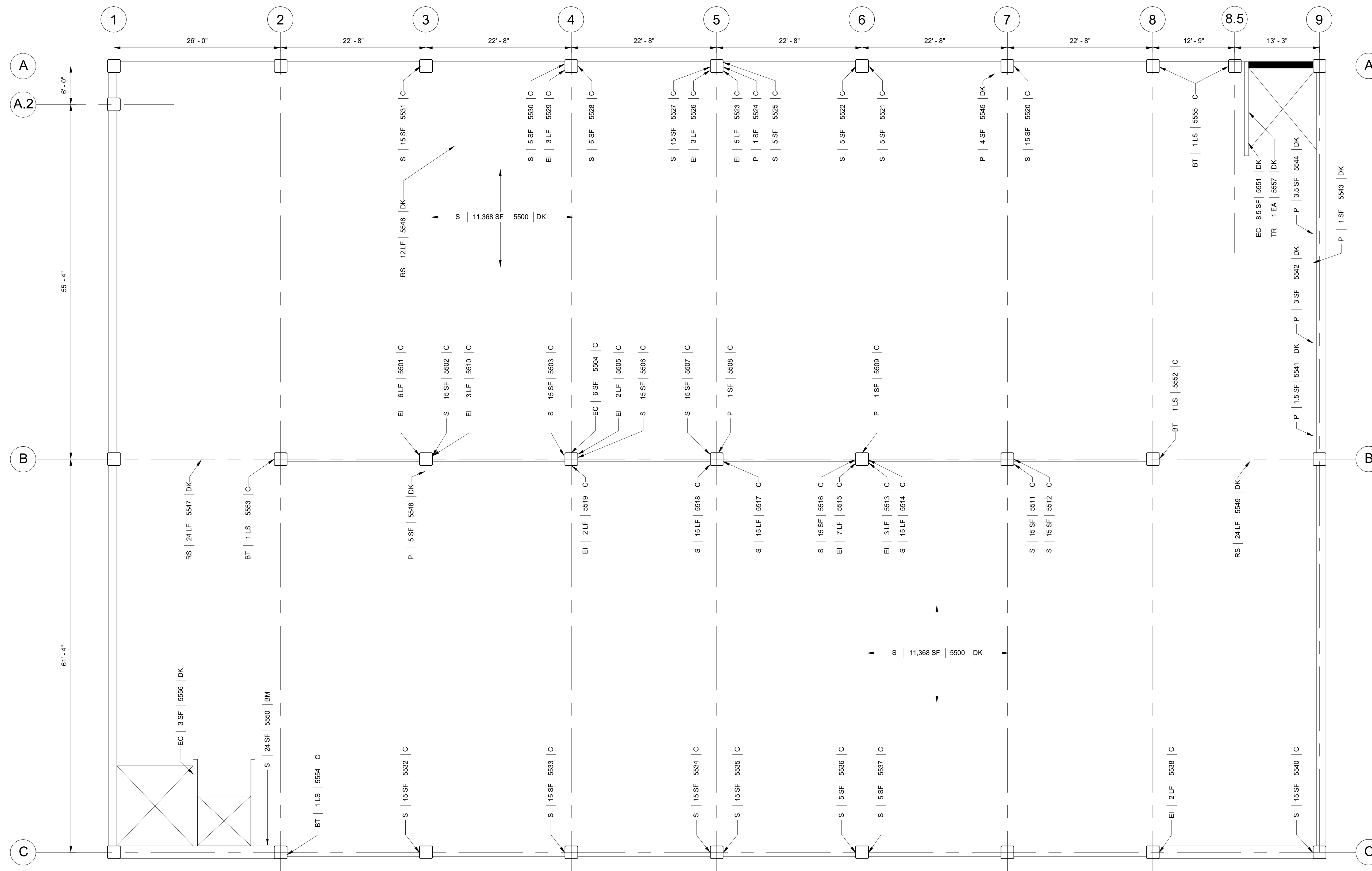


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SHEET TITLE
LEVEL 5 DECK REPAIR PLAN

PROJECT NO. SHEET NUMBER
18-167 **S104**
DATE
01/30/19



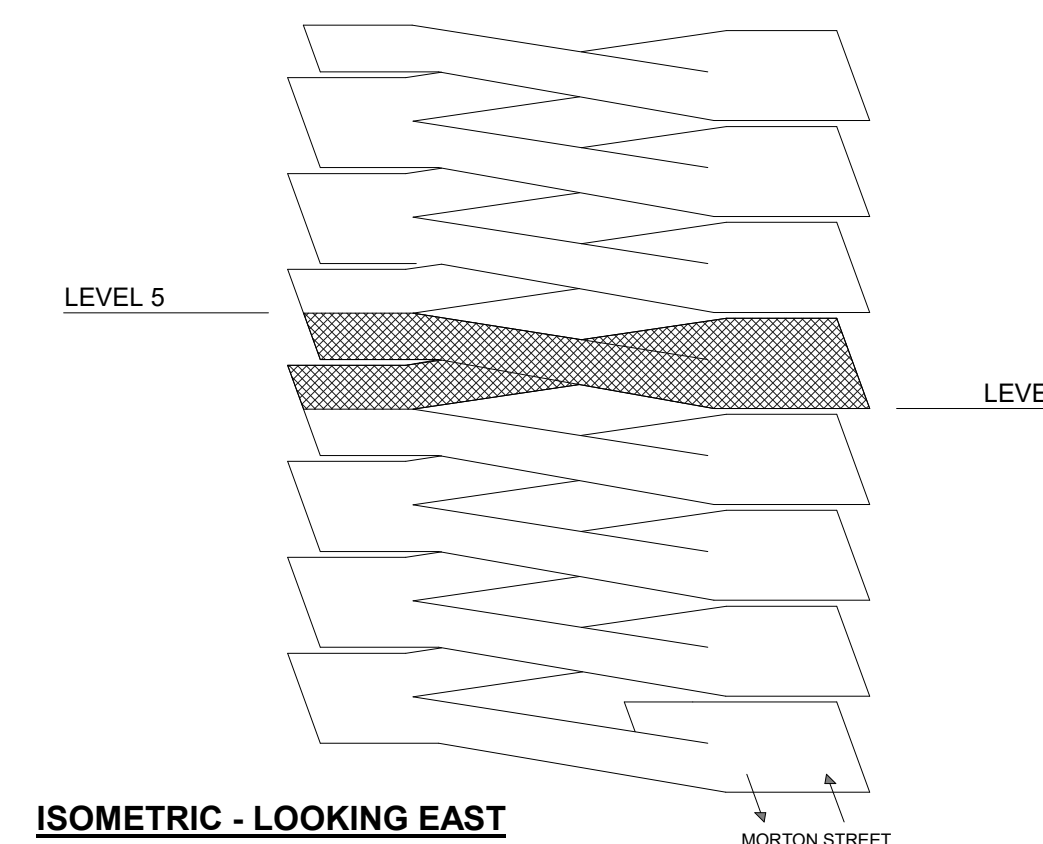
LEVEL 5 PLAN
1/8" = 1'-0"

PLAN LEGEND

- XX | XXXX | XXXX | XX
- DENOTES SURFACE TO BE REPAIRED
- BM - BEAM
- C - COLUMN
- DK - DECK
- W - WALL
- DENOTES REPAIR ID
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PLAN NOTES

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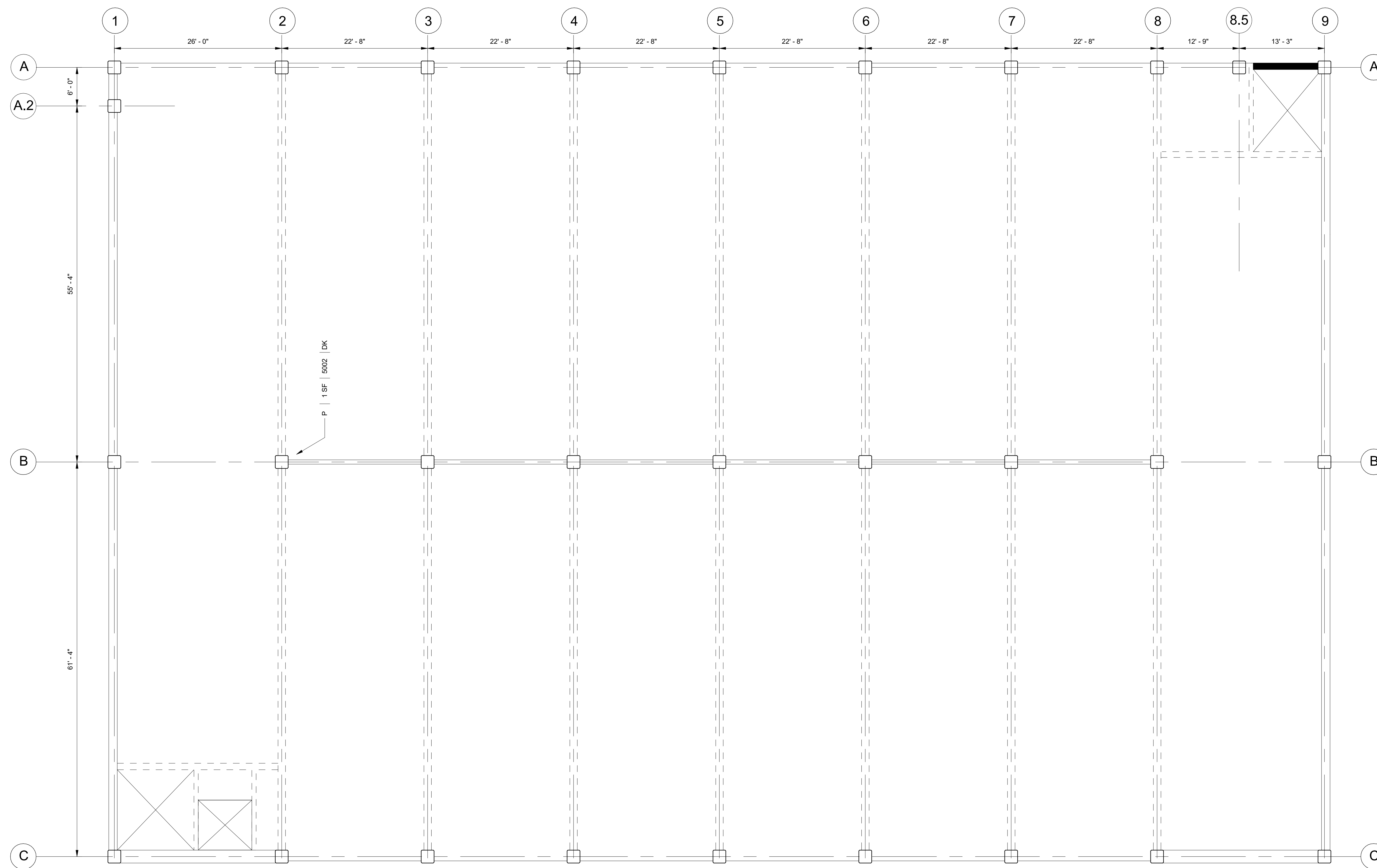
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SHEET TITLE
**LEVEL 5 UNDERSIDE
REPAIR PLAN**

PROJECT NO.
18-167
DATE
01/07/19

SHEET NUMBER

S104U



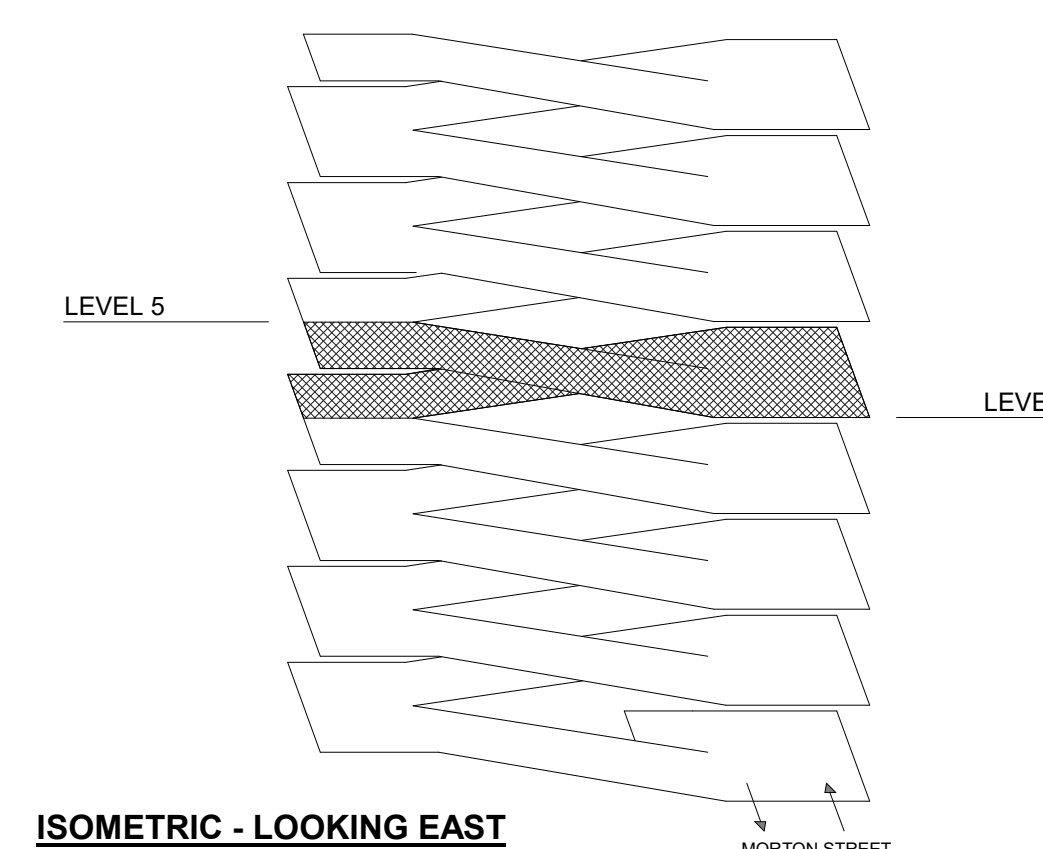
LEVEL 5 UNDERSIDE REPAIR PLAN
1/8" = 1'-0"

PLAN LEGEND

- xx | xxxx | xxxx | xx
- DENOTES SURFACE TO BE REPAIRED
BM - BEAM
C - COLUMN
DK - DECK
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- DENOTES REPAIR ID
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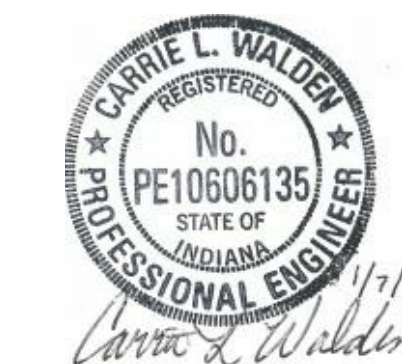
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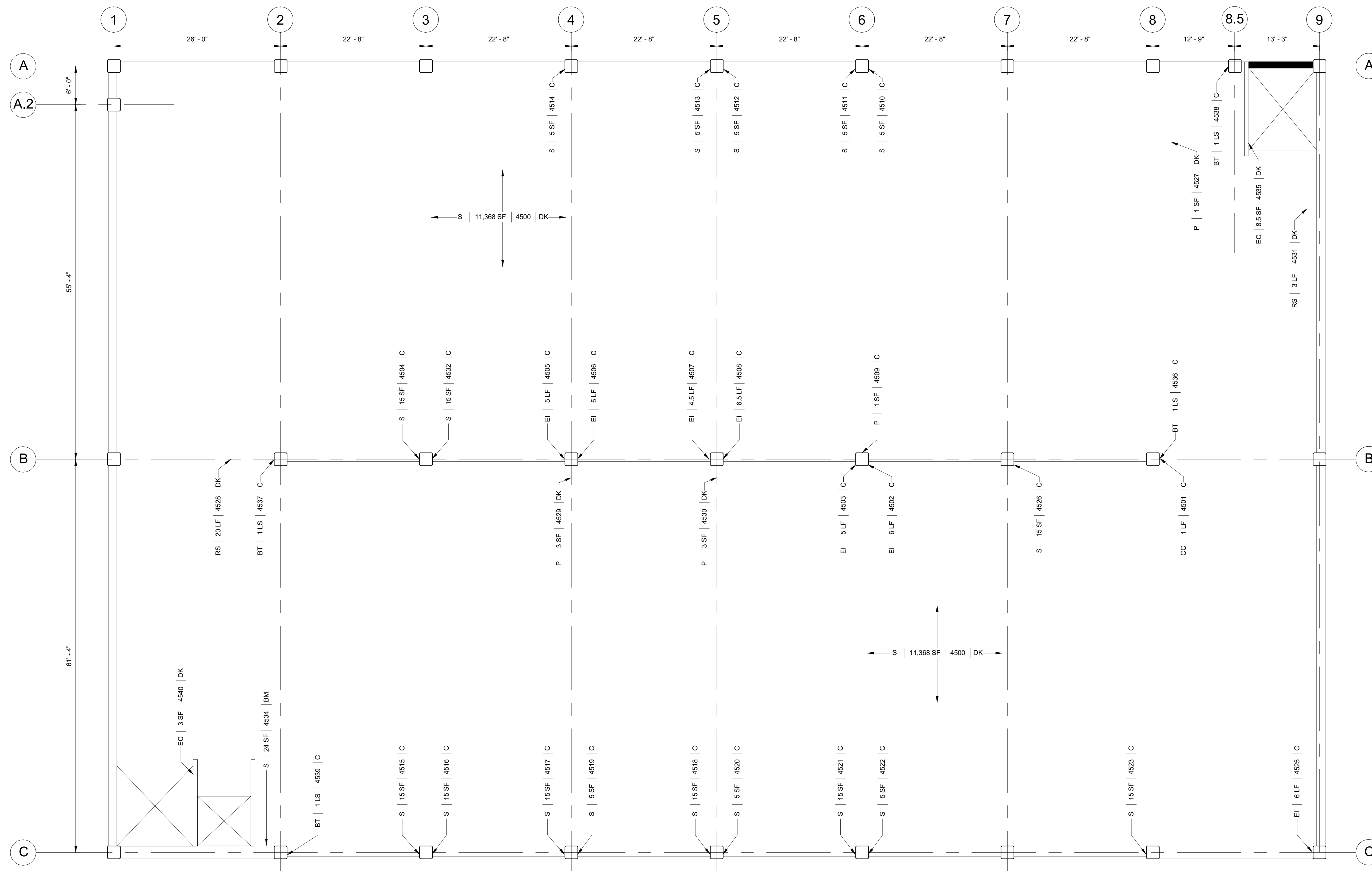


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SHEET TITLE
LEVEL 4 DECK REPAIR PLAN

PROJECT NO. SHEET NUMBER
18-167 **S105**
DATE
01/30/19



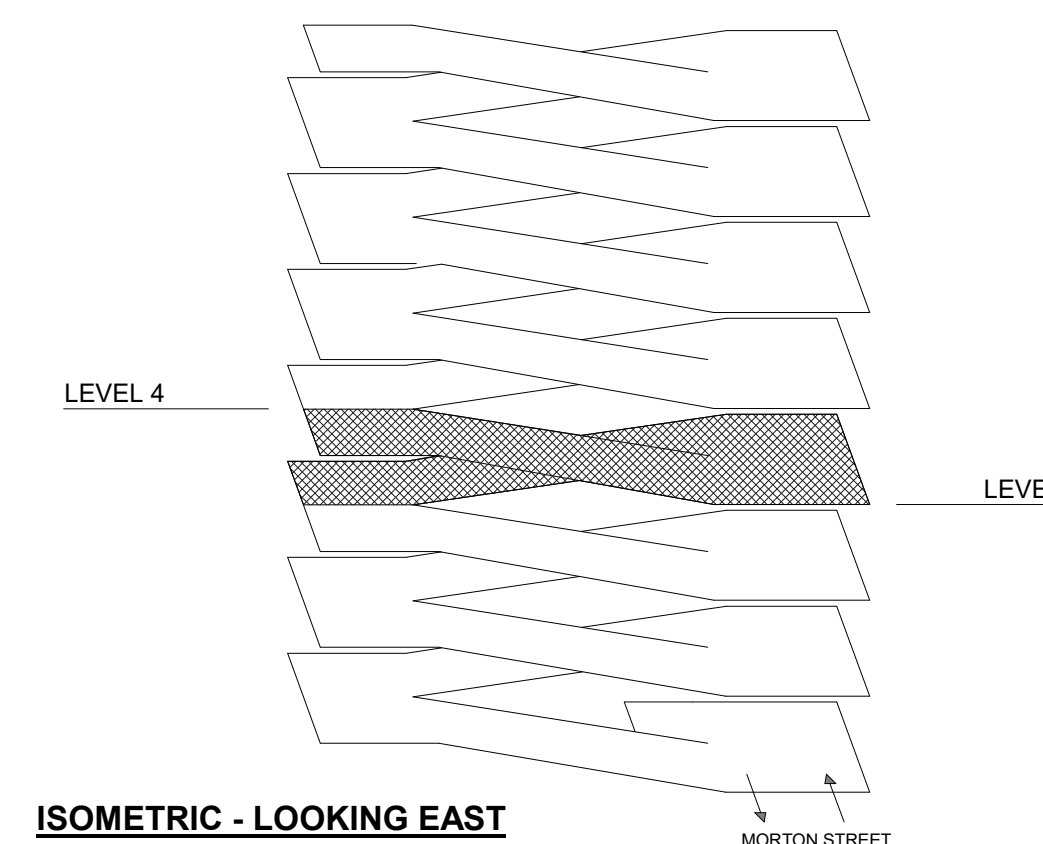
LEVEL 4 PLAN
S105 1/8" = 1'-0"

PLAN LEGEND

- XX XXXX XXXX XX
- DENOTES SURFACE TO BE REPAIRED
- BM - BEAM
- C - COLUMN
- DK - DECK
- W - WALL
- DENOTES REPAIR ID
- DENOTES REPAIR QUANTITY
- DENOTES REPAIR TYPE:
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- EI - EPOXY INJECTION
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PLAN NOTES

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REPAIRS - 2019

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Public Works Department
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Bloomington, Indiana 47404
812-349-3410

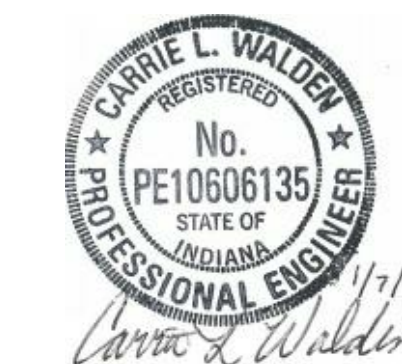
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Carmel, IN 46032
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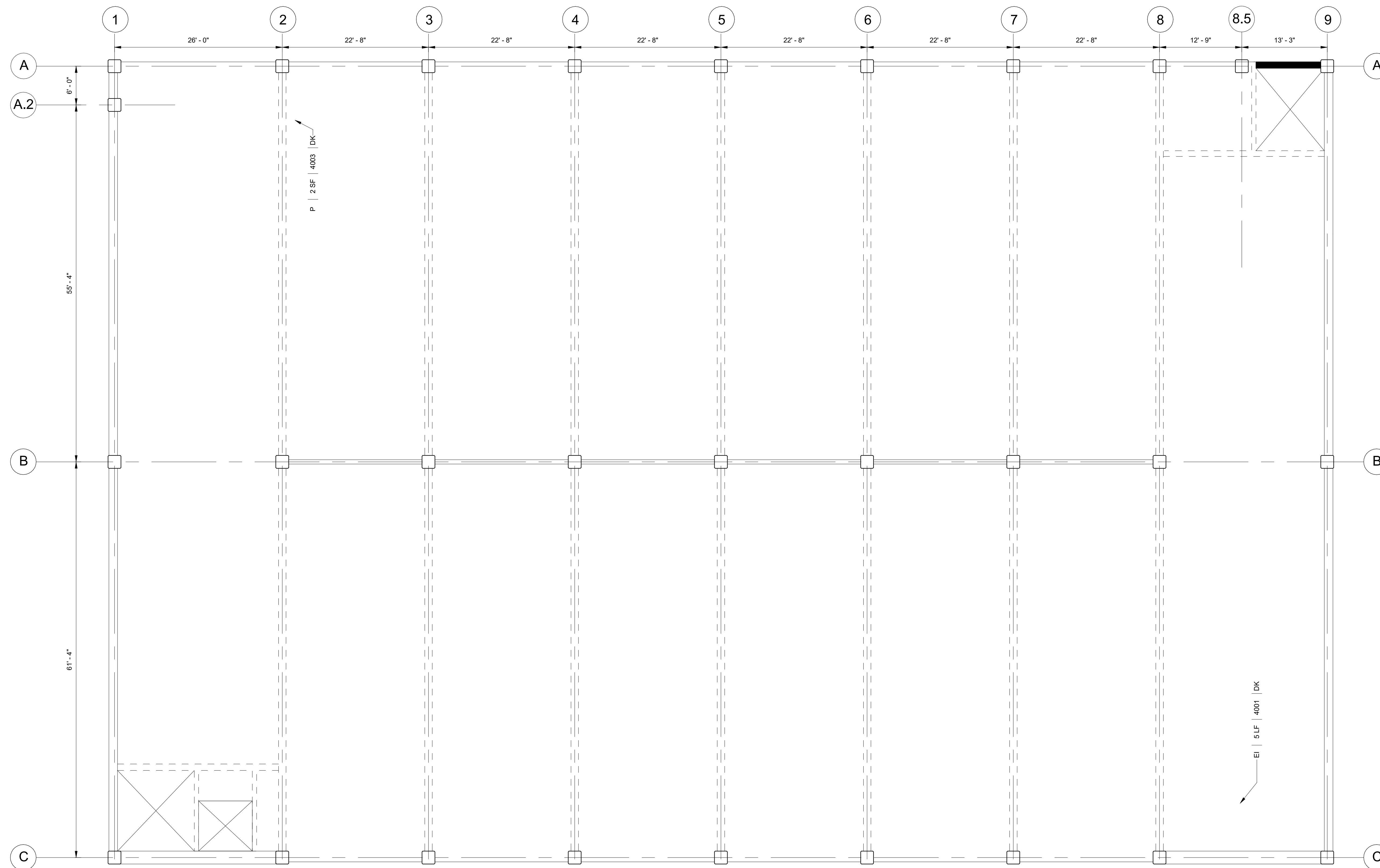
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SHEET TITLE
**LEVEL 4 UNDERSIDE
REPAIR PLAN**

PROJECT NO.
18-167
DATE
01/07/19

SHEET NUMBER

S105U



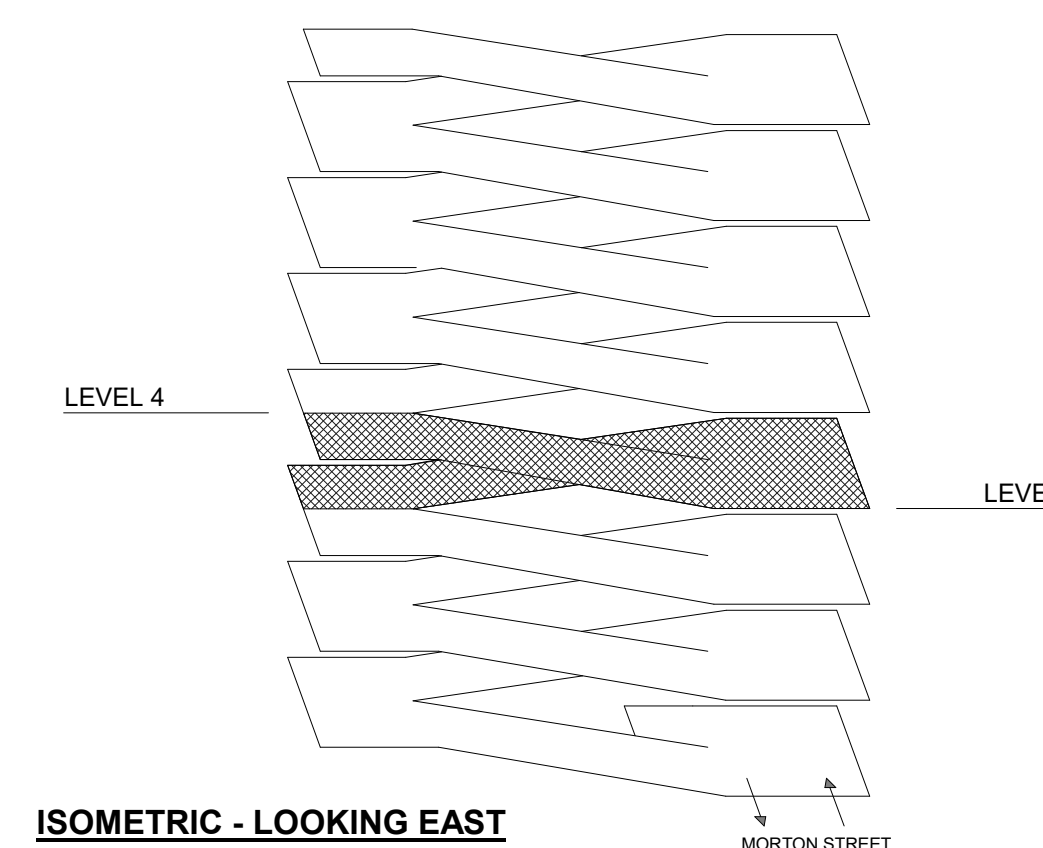
LEVEL 4 UNDERSIDE REPAIR PLAN
1/8" = 1'-0"

PLAN LEGEND

- xx | xxxx | xxx | xx
- DENOTES SURFACE TO BE REPAIRED
- BM - BEAM
- C - COLUMN
- DK - DECK
- W - WALL
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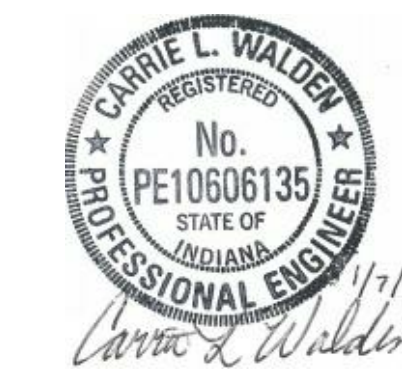
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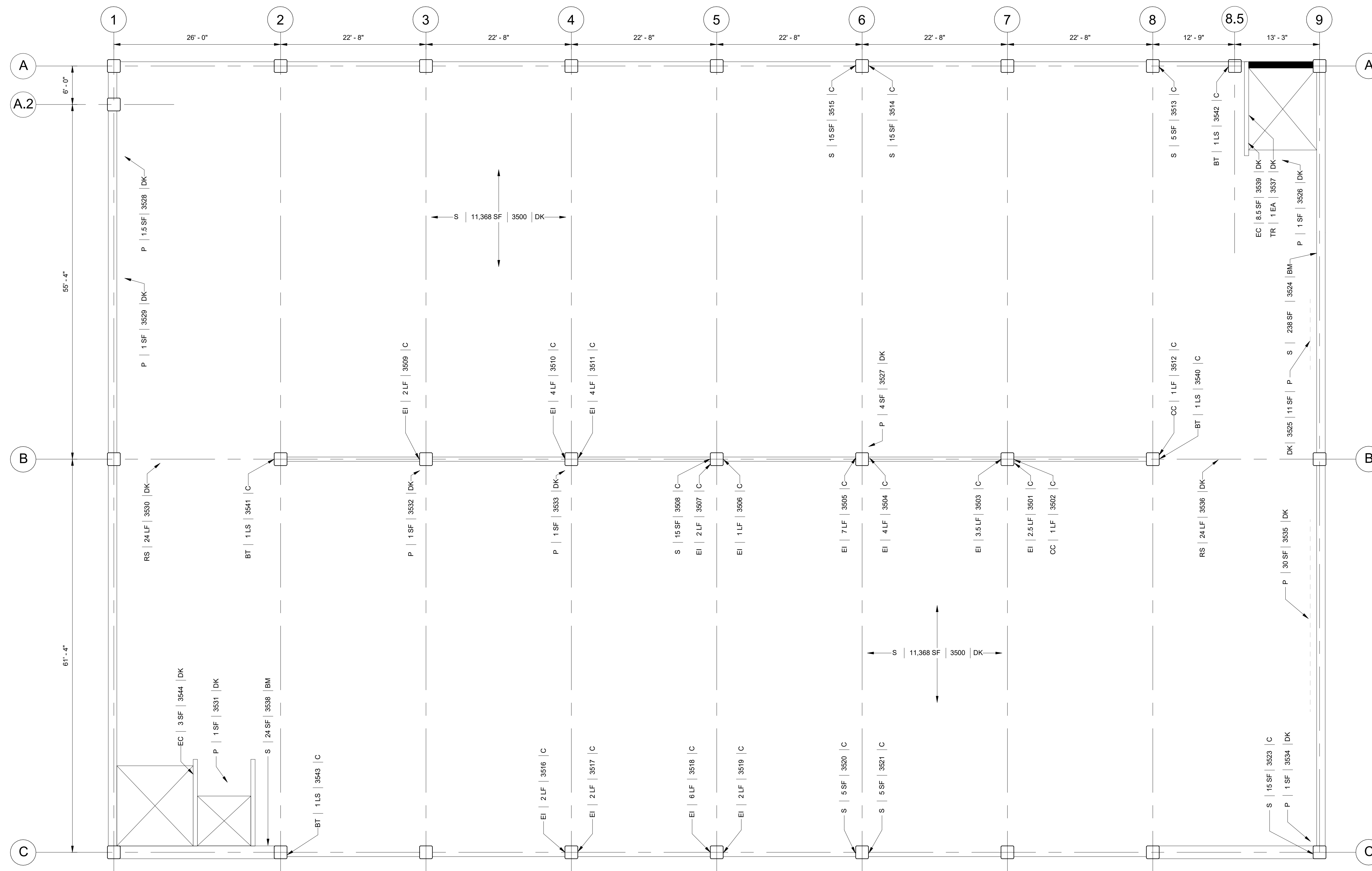


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SHEET TITLE
LEVEL 3 DECK REPAIR PLAN

PROJECT NO. SHEET NUMBER
18-167 **S106**
DATE
01/30/19



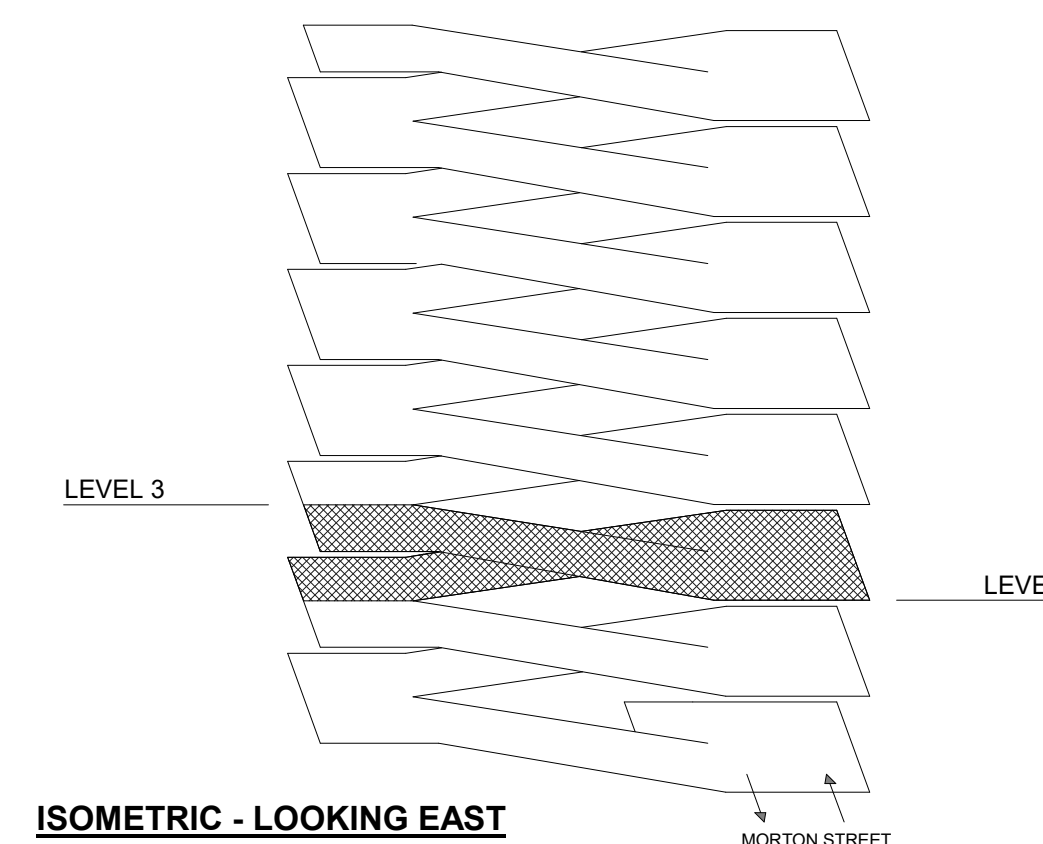
LEVEL 3 PLAN
1/8" = 1'-0"

PLAN LEGEND

- XX | XXXX | XXXX | XX
- DENOTES SURFACE TO BE REPAIRED
- BM - BEAM
- C - COLUMN
- DK - DECK
- W - WALL
- DENOTES REPAIR ID
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PLAN NOTES

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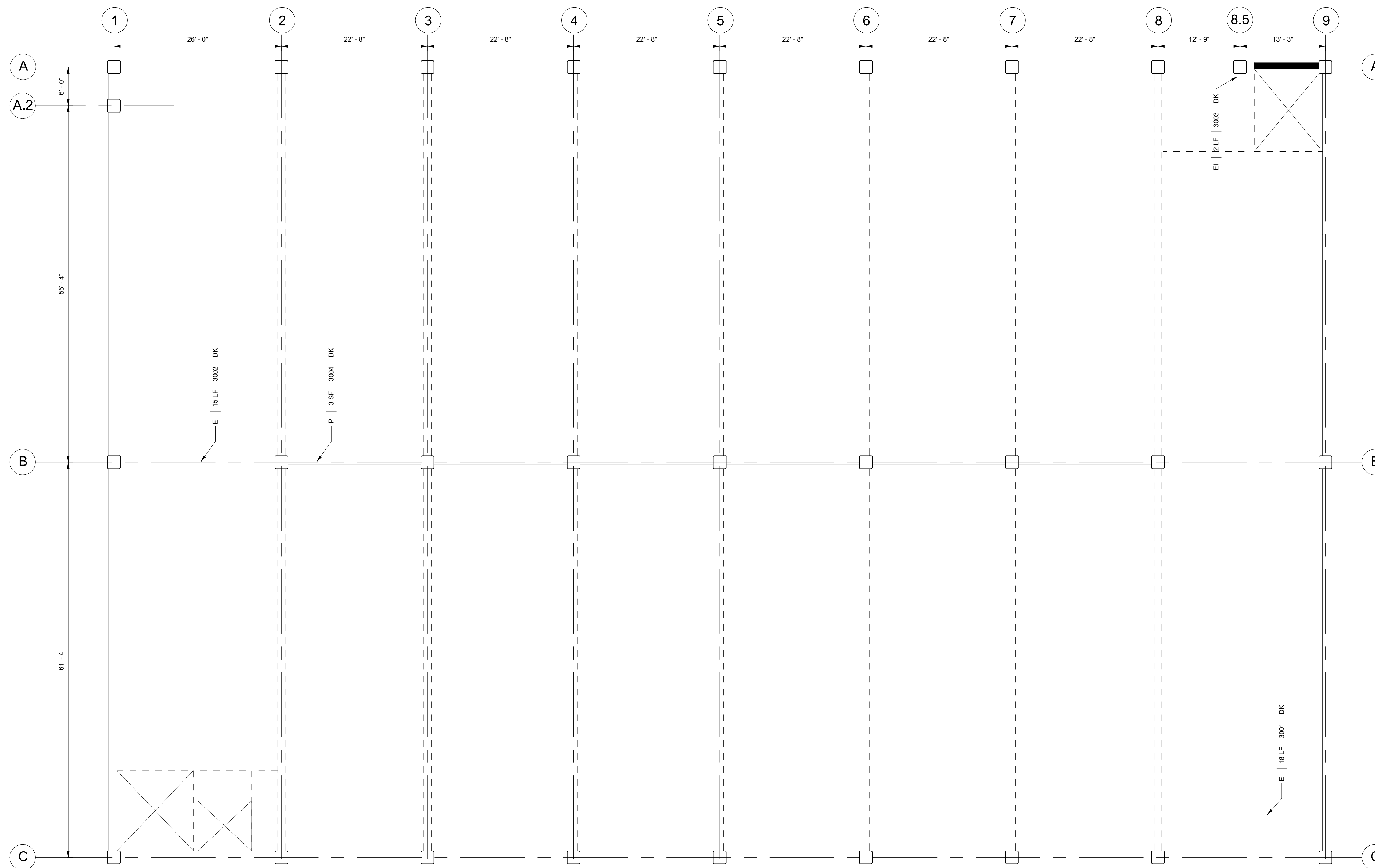
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SHEET TITLE
**LEVEL 3 UNDERSIDE
REPAIR PLAN**

PROJECT NO.
18-167
DATE
01/07/19

SHEET NUMBER
S106U



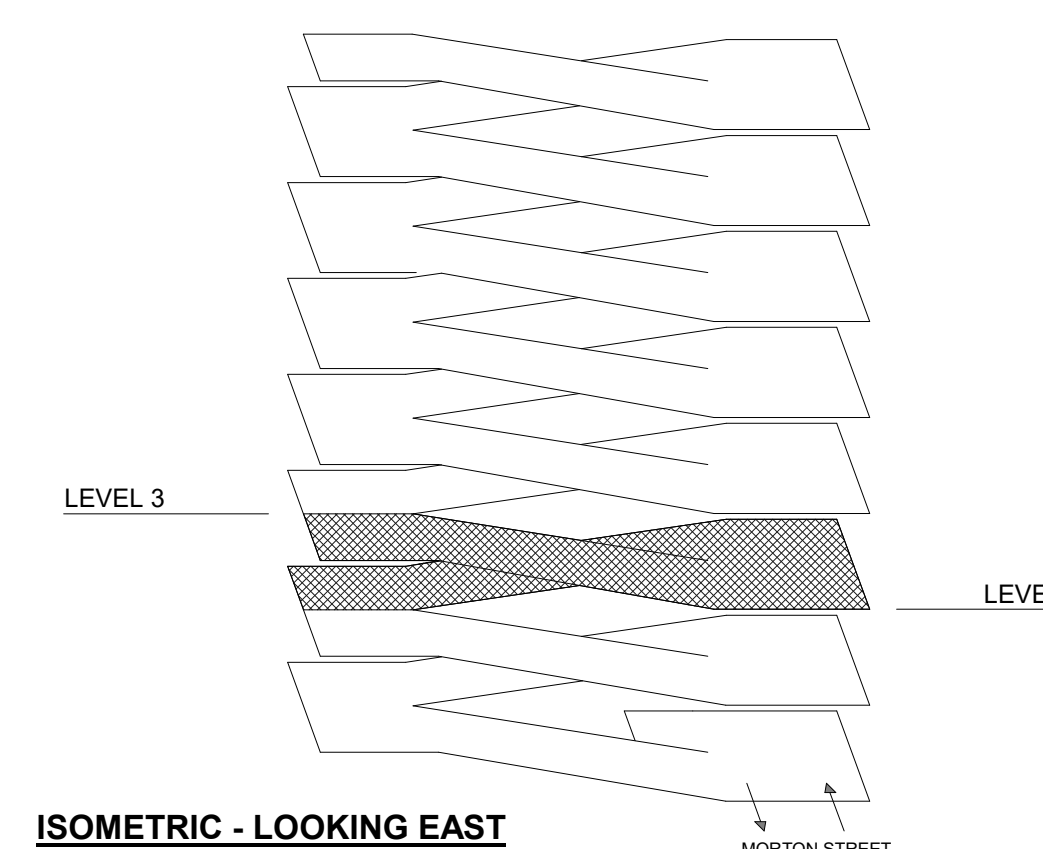
LEVEL 3 UNDERSIDE REPAIR PLAN
1/8" = 1'-0"

PLAN LEGEND

- xx | xxxx | xxx | xx
- DENOTES SURFACE TO BE REPAIRED
BM - BEAM
C - COLUMN
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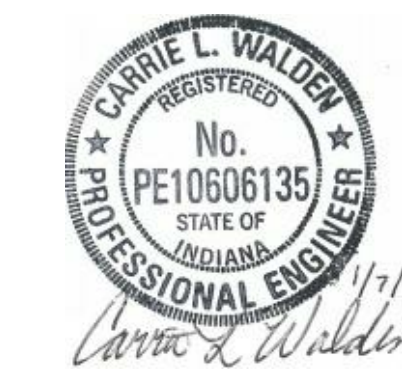
Structural Engineer
CE Solutions Inc.
10 Shoshone Drive
Carmel, IN 46032
317-818-1912

REVISIONS

DATE	DESCRIPTION

CONSTRUCTION DOCUMENTS

DRAWN BY
RMS
CHECKED BY
JAB
APPROVED BY
CLW

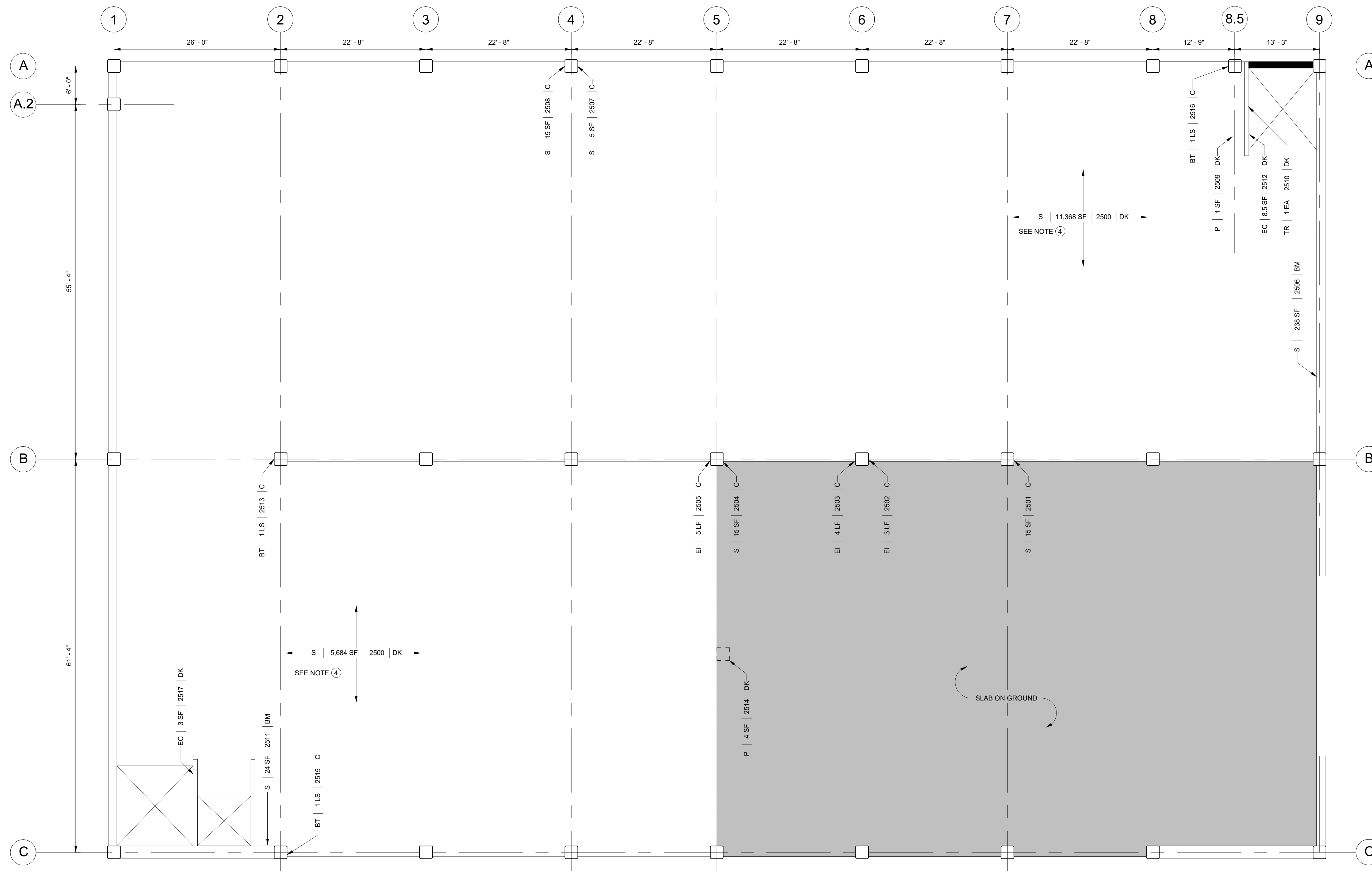


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SHEET TITLE
LEVEL 2 DECK REPAIR PLAN

PROJECT NO. 18-167
DATE 01/30/19
SHEET NUMBER **S107**



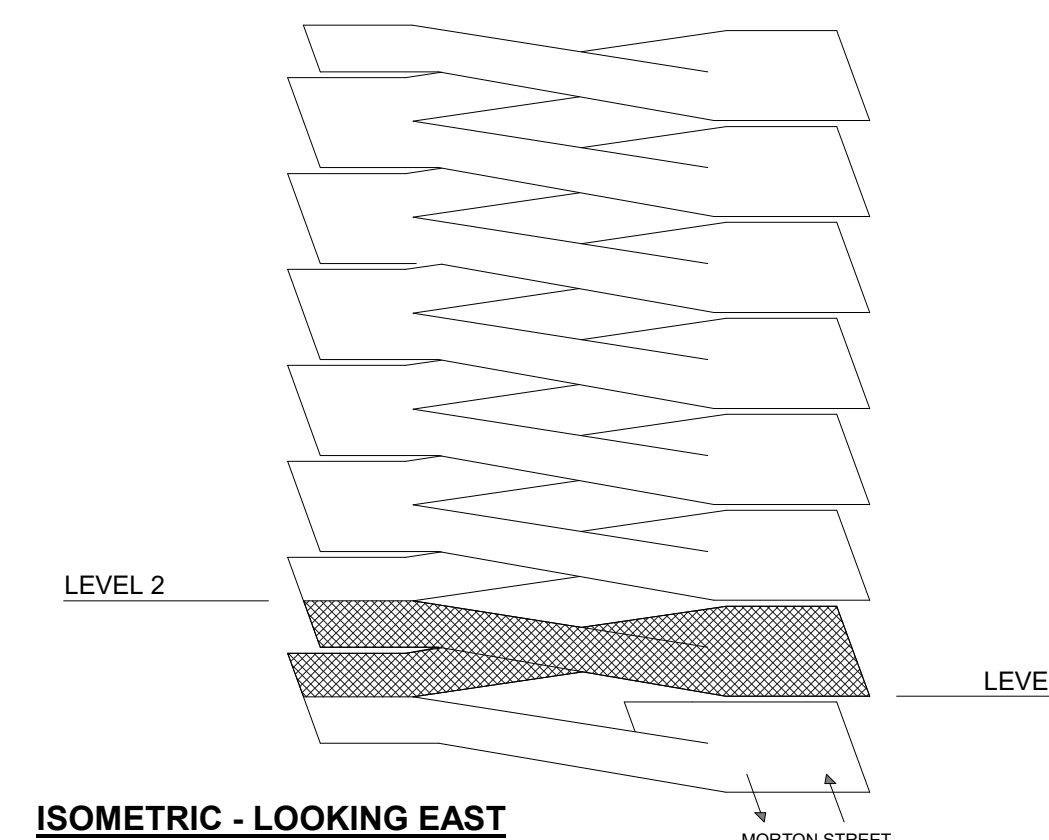
LEVEL 2 PLAN
1/8" = 1'-0"

PLAN LEGEND

- XX | XXXX | XXXX | XX
- DENOTES SURFACE TO BE REPAIRED
- BM - BEAM
- C - COLUMN
- DK - DECK
- W - WALL
- DENOTES REPAIR ID
- DENOTES REPAIR QUANTITY
- DENOTES REPAIR TYPE:
- S - CONCRETE SURFACE SEALING
- EI - EPOXY INJECTION
- P - PARTIAL DEPTH PATCH
- EC - ELASTOMERIC COATING
- CC - CLEAN AND COAT
- CP - CLEAN AND PAINT
- TR - PT TENDON ANCHOR POCKET REPAIR
- RS - ROUT AND SEAL
- UJ - URETHANE JOINT REPAIR
- BT - BARRIER TENDON CLEAN AND PAINT

PLAN NOTES

- INDICATES NOTE REFERENCED IN PLAN
- 1. SEE S001 THROUGH S002 FOR GENERAL NOTES, REPAIR PROCEDURES AND DETAILS
- 2. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION INCLUDING PHOTOGRAPHS. PHOTO ID MATCHES REPAIR ID.
- 3. REPAIR IDS MAY NOT BE SEQUENTIAL
- ④ SEALER ON LEVEL 2 TO BE TECHCRETE 2500 PRODUCT, SEE SPECIFICATIONS



ISOMETRIC - LOOKING EAST

CITY OF
BLOOMINGTON

MORTON STREET
PARKING GARAGE
REPAIRS - 2019

Owner
City of Bloomington
Public Works Department
401 N. Morton Street, Suite 120
Bloomington, Indiana 47404
812-349-3410

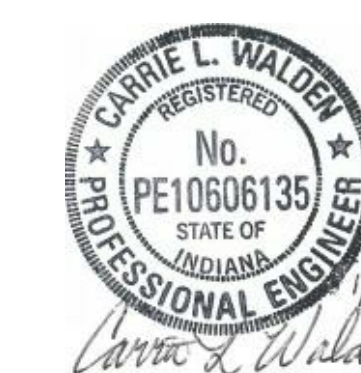
Structural Engineer
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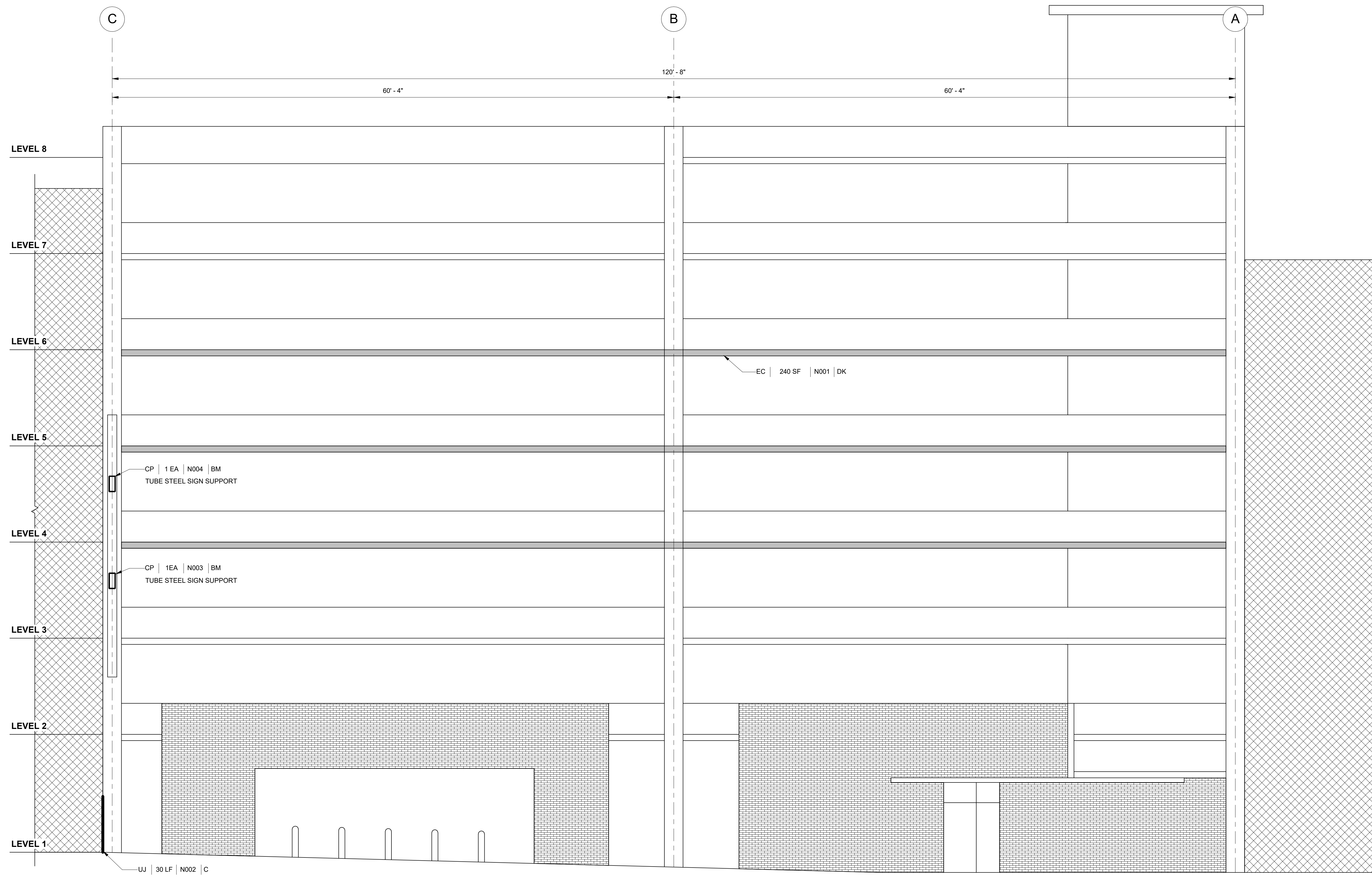


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SHEET TITLE
NORTH ELEVATION

PROJECT NO. 18-167
DATE 01/07/19
SHEET NUMBER **S201**



1 NORTH EXTERIOR ELEVATION
S201 3/16" = 1'-0"

EXTERIOR ELEVATION NOTES

- INDICATES NOTE REFERENCED IN PLAN
- 1. SEE S001 THROUGH S002 FOR GENERAL NOTES, REPAIR PROCEDURES AND DETAILS
- 2. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION INCLUDING PHOTOGRAPHS. PHOTO ID MATCHES REPAIR ID.

EXTERIOR ELEVATIONS LEGEND

- DENOTES EXISTING BUILDING ADJACENT TO EXISTING GARAGE STRUCTURE
- DENOTES AREA TO BE COATED PER ELASTOMERIC COATING REPAIR PROCEDURE "EC"
- TOTAL QUANTITY = 240 SF
COORDINATE WITH THE OWNER FOR COATING COLOR SELECTION

- xx | xxxx | xxxx | xx DENOTES SURFACE TO BE REPAIRED
BM - BEAM
C - COLUMN
DK - DECK
W - WALL
- _____ DENOTES REPAIR ID
- _____ DENOTES REPAIR QUANTITY
- _____ DENOTES REPAIR TYPE:
EC - ELASTOMERIC COATING
CP - CLEAN AND PAINT
UJ - URETHANE JOINT

CITY OF
BLOOMINGTON

MORTON STREET
PARKING GARAGE
REPAIRS - 2019

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Public Works Department
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812-349-3410

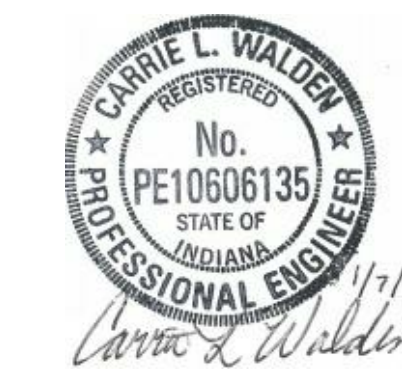
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Carmel, IN 46032
317-818-1912

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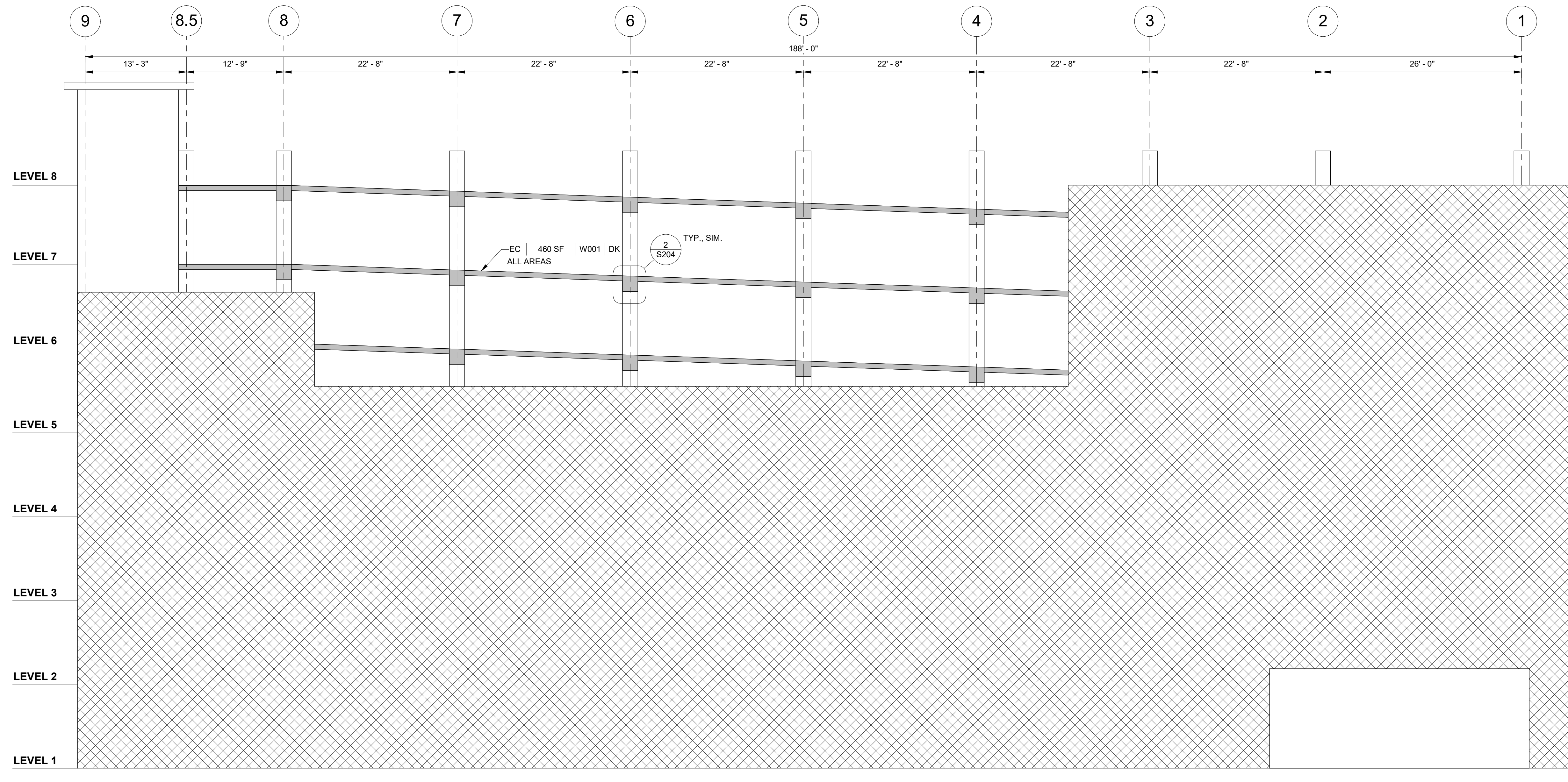
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SHEET TITLE
WEST ELEVATION

PROJECT NO.
18-167
DATE
01/07/19

SHEET NUMBER
S202



1 WEST EXTERIOR ELEVATION
S202 1/8" = 1'-0"

EXTERIOR ELEVATION NOTES

- INDICATES NOTE REFERENCED IN PLAN
- 1. SEE S001 THROUGH S002 FOR GENERAL NOTES, REPAIR PROCEDURES AND DETAILS
- 2. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION INCLUDING PHOTOGRAPHS. PHOTO ID MATCHES REPAIR ID.

EXTERIOR ELEVATIONS LEGEND

- DENOTES EXISTING BUILDING ADJACENT TO EXISTING GARAGE STRUCTURE
- DENOTES AREA TO BE COATED PER ELASTOMERIC COATING REPAIR PROCEDURE "EC"
TOTAL QUANTITY = 460 SF

- xx | xxxx | xxxx | xx
DENOTES SURFACE TO BE REPAIRED
BM - BEAM
C - COLUMN
DK - DECK
W - WALL
- DENOTES REPAIR ID
- DENOTES REPAIR QUANTITY
- DENOTES REPAIR TYPE:
EC - ELASTOMERIC COATING
CP - CLEAN AND PAINT
UJ - URETHANE JOINT

CITY OF
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REPAIRS - 2019

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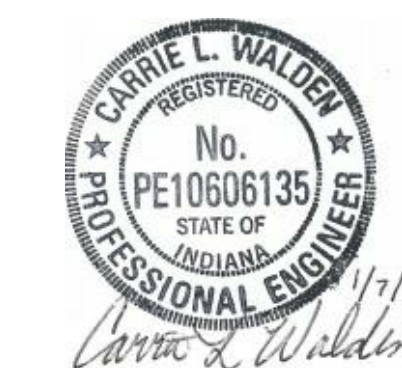
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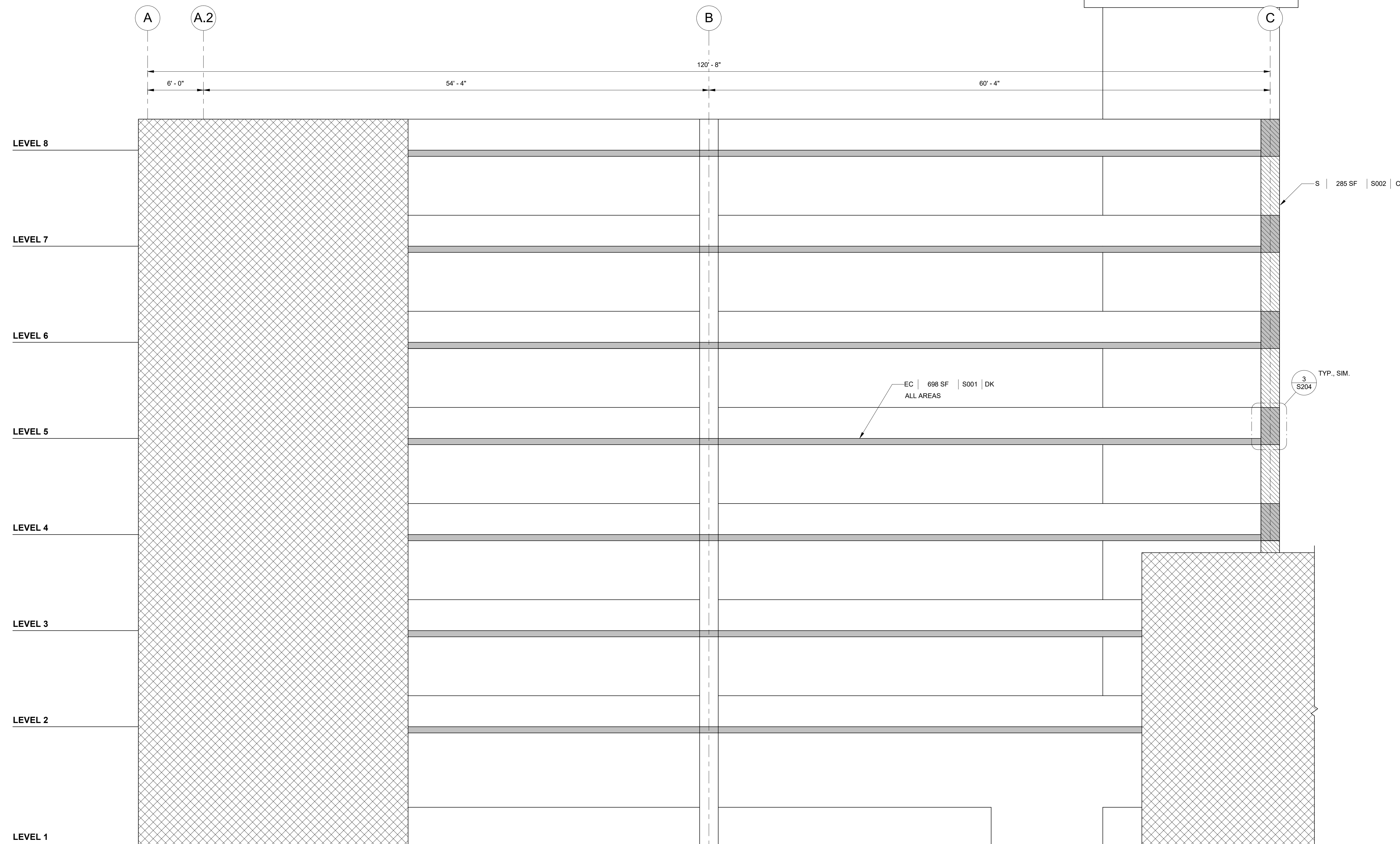


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SHEET TITLE
SOUTH ELEVATION

PROJECT NO. 18-167
DATE 01/07/19
SHEET NUMBER **S203**



1 SOUTH EXTERIOR ELEVATION
S203 3/16" = 1'-0"

EXTERIOR ELEVATION NOTES

- INDICATES NOTE REFERENCED IN PLAN
- 1. SEE S001 THROUGH S002 FOR GENERAL NOTES, REPAIR PROCEDURES AND DETAILS
- 2. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION INCLUDING PHOTOGRAPHS. PHOTO ID MATCHES REPAIR ID.

EXTERIOR ELEVATIONS LEGEND

- DENOTES EXISTING BUILDING ADJACENT TO EXISTING GARAGE STRUCTURE
- DENOTES AREA TO BE COATED PER ELASTOMERIC COATING REPAIR PROCEDURE "EC" TOTAL QUANTITY = 698 SF
- DENOTES AREA TO BE SEALED PER CONCRETE SURFACE SEALING PROCEDURE "S" TOTAL QUANTITY = 285 SF

- xx | xxxx | xxxx | xx DENOTES SURFACE TO BE REPAIRED
- BM - BEAM
- C - COLUMN
- DK - DECK
- W - WALL
- DENOTES REPAIR ID
- DENOTES REPAIR QUANTITY
- DENOTES REPAIR TYPE:
S - CONCRETE SURFACE SEALING
EC - ELASTOMERIC COATING

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CITY OF
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MORTON STREET
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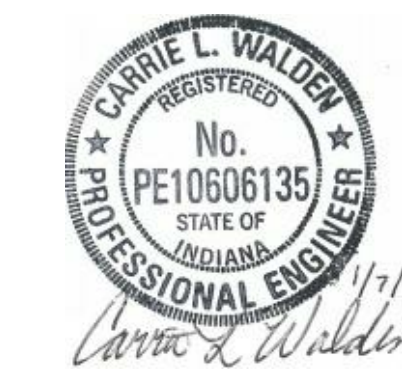
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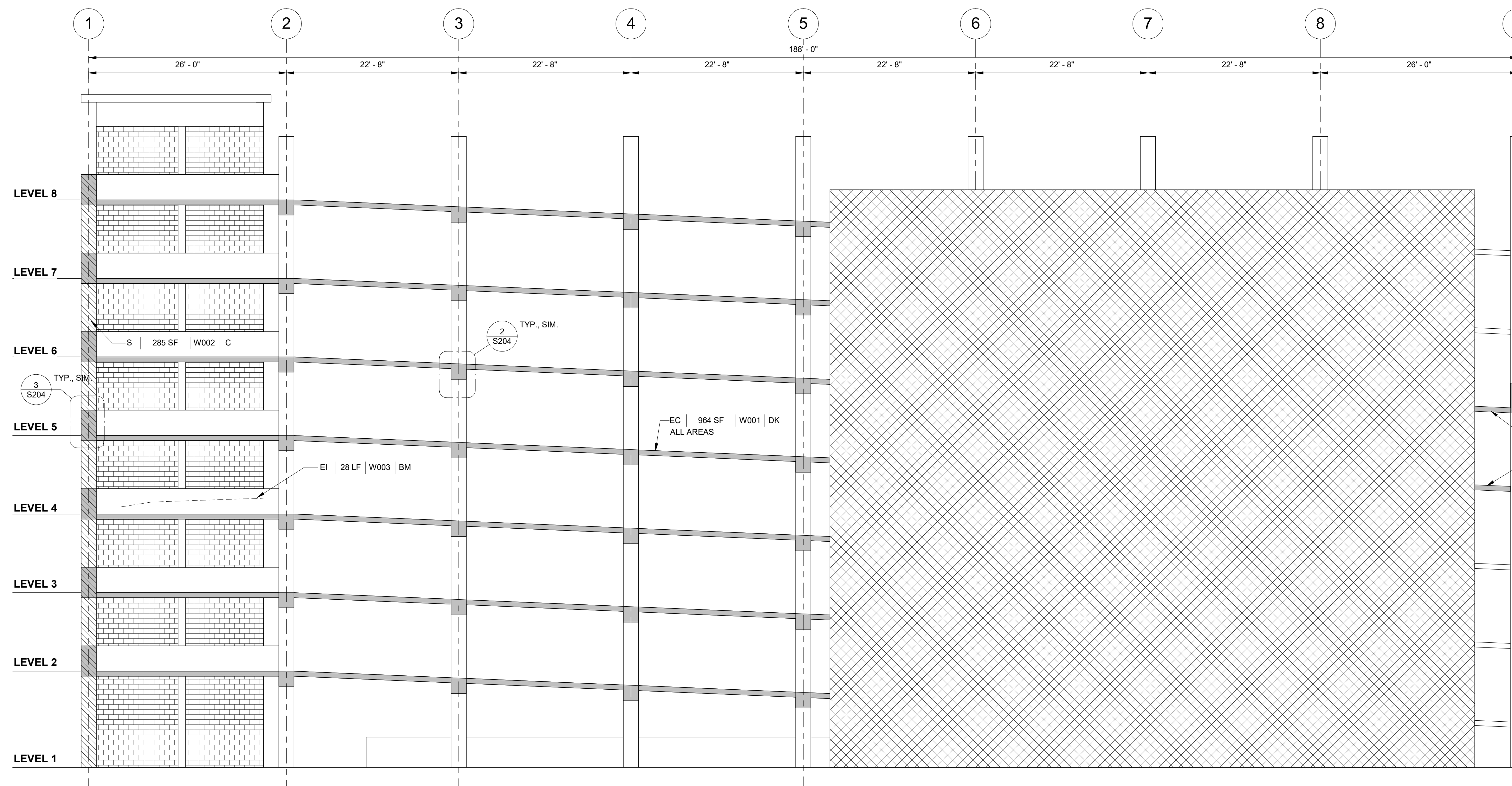


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SHEET TITLE
EAST ELEVATION

PROJECT NO. 18-167
DATE 01/07/19
SHEET NUMBER **S204**



1 EAST EXTERIOR ELEVATION
S204 1/8" = 1'-0"

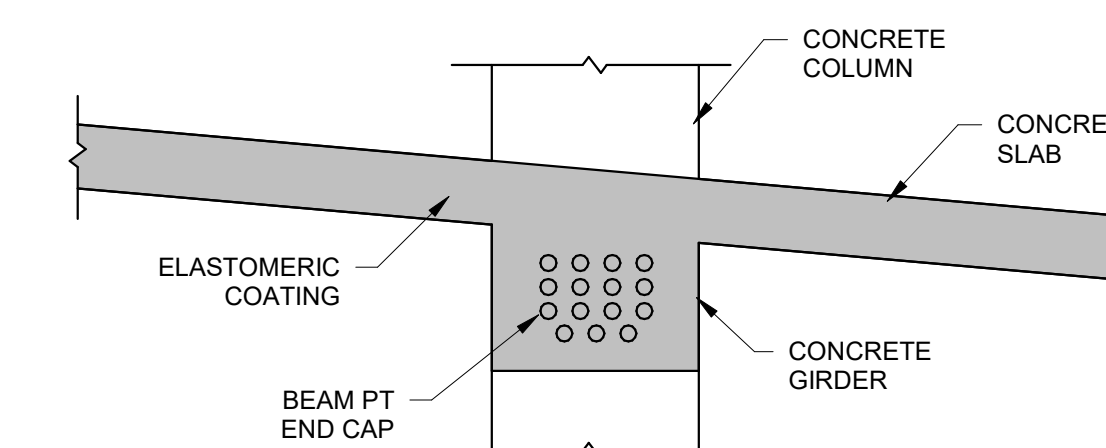
EXTERIOR ELEVATION NOTES

- INDICATES NOTE REFERENCED IN PLAN
- 1. SEE S001 THROUGH S002 FOR GENERAL NOTES, REPAIR PROCEDURES AND DETAILS
- 2. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION INCLUDING PHOTOGRAPHS. PHOTO ID MATCHES REPAIR ID.

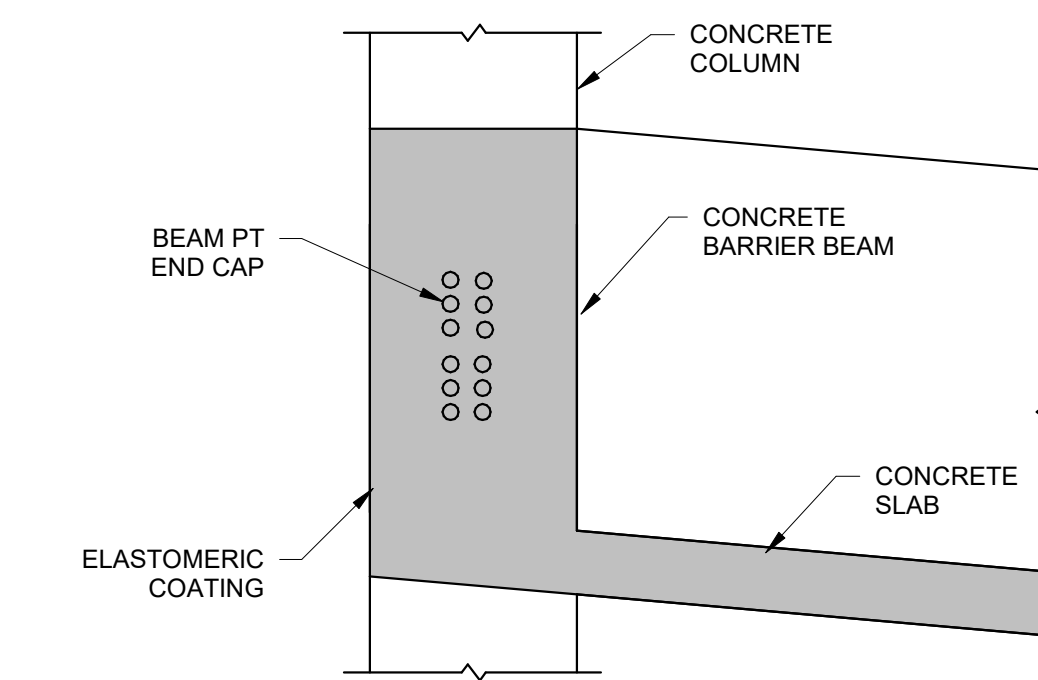
EXTERIOR ELEVATIONS LEGEND

- DENOTES EXISTING BUILDING ADJACENT TO EXISTING GARAGE STRUCTURE
- DENOTES AREA TO BE COATED PER ELASTOMERIC COATING REPAIR PROCEDURE "EC" TOTAL QUANTITY = 976 SF
- DENOTES AREA TO BE SEALED PER CONCRETE SURFACE SEALING PROCEDURE "S" TOTAL QUANTITY = 285 SF

- XX | XXXX | XXXX | XX DENOTES SURFACE TO BE REPAIRED
BM - BEAM
C - COLUMN
DK - DECK
W - WALL
- DENOTES REPAIR ID
- DENOTES REPAIR QUANTITY
- DENOTES REPAIR TYPE:
S - CONCRETE SURFACE SEALING
EC - ELASTOMERIC COATING
EI - EPOXY INJECTION



2 TYP. E.C. APPLICATION OVER CONC. GIRDER
S204 1/2" = 1'-0"



3 TYP. E.C. APPLICATION OVER CONC. BARRIER BEAM
S204 1/2" = 1'-0"

TABLE OF CONTENTS

MORTON STREET PARKING GARAGE REPAIRS - 2019

City of Bloomington Public Works Department, Bloomington, Indiana

January 7, 2019

TECHNICAL SPECIFICATIONS

Division 03 – Concrete

Section 03 9000 – Concrete Rehabilitation 03 9000 - 1

Division 07 – Thermal and Moisture Protection

Section 07 1900 – Water Replellents 07 1900 - 1

Section 07 9200 – Joint Sealants 07 9200 - 1

Division 09 – Finishes

Section 09 9600 – Elastomeric Coatings 09 9600 - 1

Appendix A - Photos

SECTION 03 90 00 – CONCRETE REHABILITATION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Removal of deteriorated concrete and subsequent patching and rebuilding.
 - 2. Anticorrosion agents
 - 3. Post-tensioned anchor pockets repacking
- B. Related Sections include the following:
 - 1. Division 7 Section “Joint Sealants”.
 - 2. Division 7 Section “Water Repellants”.
 - 3. Division 9 Section “Elastomeric Coatings”

1.3 SUBMITTALS

- A. Product Data: Include material descriptions, chemical composition, physical properties, test data, and mixing and application instructions.
 - 1. Include Material Safety Data Sheets, if applicable.
- B. Contractor qualifications: See 1.4.A.3
 - 1. Contractor qualifications shall be submitted per “Instructions to Bidders”, paragraph 21.

1.4 QUALITY ASSURANCE

- A. Contractor qualification requirements:
 - 1. If materials selected require manufacturer trained and/or approved installers, retain installers that employ workers trained and approved by manufacturer to apply any materials in this Division. The Contractor shall have a minimum of five years successful experience in concrete rehabilitation using the specified products.
 - a. Contractor shall submit manufacturer certifications
 - b. Contractor shall submit project experience per 1.4.A.3
 - 2. The superintendent assigned to the project must have successfully supervised five prior projects of similar magnitude and type. Job superintendent shall control all operations as necessary for full compliance with all requirements.
 - a. The project experience submitted in accordance with 1.4.A.3 shall be projects supervised by the superintendent assigned to this project (and identified as such in the submittal per 1.4.A.3)

3. The Contractor shall submit a list of at least five projects similar in concept, which the Superintendent of Constructions has completed in the last five years as a certified applicator. Such lists shall include:
 - a. Project name
 - b. Project description
 - c. Project location
 - d. Project superintendent
 - e. Date of construction
 - f. Owner's name, address, and telephone number
 - g. Project consultant name, address, and telephone number

- B. Manufacturer Qualifications: In addition to other requirements, manufacturers shall have factory-trained representatives who are available for consultation and Project site inspection at no additional cost.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in manufacturer's original and unopened containers, labeled with type and name of products and manufacturers.
- B. Comply with manufacturer's written instructions for minimum and maximum temperature requirements and other conditions for storage.
- C. Store cementitious materials off the ground, under cover, and in a dry location.
- D. Store aggregates, covered and in a dry location, where grading and other required characteristics can be maintained and contamination avoided.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations for Epoxies: Do not apply when air and substrate temperatures are outside limits permitted by manufacturer. During hot weather, cool epoxy components before mixing, store mixed products in shade, and cool unused mixed products to retard setting. Do not apply to wet substrates unless approved by manufacturer.
- B. Cold-Weather Requirements for Cementitious Materials: Do not apply unless air temperature is between 40 and 90 deg F (5 and 32 deg C) and will remain so for at least 48 hours after completion of Work.
- C. Hot-Weather Requirements for Cementitious Materials: Protect repair work when temperature and humidity conditions produce excessive evaporation of water from patching materials. Provide artificial shade and wind breaks, and use cooled materials as required. Do not apply to substrates with temperatures of 90 deg F and above.

1.7 SAFETY REQUIREMENTS

- A. The Contractor must coordinate fully with Owner site safety requirements. This includes, but is not limited to:
 1. Daily work coordination with City of Bloomington officials.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
1. Epoxy-Modified Anticorrosion Agent:
 - a. MasterEmaco P124; BASF.
 - b. Sika Armatec 110 EpoCem; Sika Corporation.
 - c. Corr-Bond; Euclid Chemical Company.
 2. Cementitious Patching Mortar (vertical, overhead repairs):
 - a. MasterEmaco N425; BASF.
 - b. Sikatop VOH, Sika Corporation.
 - c. Verticoat Supreme; Euclid Chemical Company.
 3. Cementitious Patching Mortar (horizontal exterior repairs):
 - a. MasterEmaco T430; BASF.
 - b. SikaQuick 1000; Sika Corporation.
 - c. Concrete Top Supreme; Euclid Chemical Company.
 - d. MasterEmaco T 1061; BASF.
 4. Epoxy Crack Injection Adhesive:
 - a. Sikadur 35, Hi-Mod LV (cracks equal or greater than 1/16"), Sikadur Injection Gel (cracks greater than 1/16"); Sika Corporation.
 - b. Masterinject1500; BASF
 5. Epoxy Patching Mortar:
 - a. Sikadur 31 Hi-Mod Gel; Sika Corporation
 - b. MasterEmaco ADH 327 RS; BASF
 - c. MasterFlow 928; BASF
- B. Alternate Products:
1. The use of other than the materials specified above is allowable providing such materials have been accepted in writing by the Engineer as an approved equivalent prior to Bid.

2.2 BONDING AGENTS

- A. Mortar Scrub-Coat: 1 part Portland cement complying with ASTM C 150, Type I, II, or III and 1 part fine aggregate complying with ASTM C 144, except 100 percent passing a No. 16 sieve.

2.3 PATCHING MORTAR

- A. Cementitious Patching Mortar: Packaged, dry mix complying with ASTM C 928.

- B. Coarse Aggregate for Adding to Patching Mortar: Washed aggregate complying with ASTM C 33, Size No. 8, Class 5S. Add only as permitted by patching mortar manufacturer.

2.4 MISCELLANEOUS MATERIALS

- A. Water: Potable

2.5 MIXES

- A. Mix products in clean containers according to manufacturer's written instructions.
 - 1. Add clean silica sand and coarse aggregates to products only as recommended by manufacturer.
 - 2. Do not add water, thinners, or additives unless recommended by manufacturer.
 - 3. When practical, use manufacturer's premeasured packages to ensure that materials are mixed in proper proportions. When premeasured packages are not used, measure ingredients using graduated measuring containers; do not estimate quantities or use shovel or trowel as unit of measure.
 - 4. Do not mix more materials than can be used within recommended open time. Discard materials that have begun to set.

2.6 EQUIPMENT

- A. The Contractor shall demonstrate his equipment's ability to pump and dispense the injection resin at sufficient pressures to fully seat all size joints and cracks. Use proper equipment designed for the application of the specified materials.
- B. Operator must demonstrate that pumping equipment can maintain this pressure for five minutes with no leaks or drop in pressure.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. See construction procedures and General Structural Notes on Drawings for additional information.

3.2 EXAMINATION

- A. Notify Owner and Engineer seven days in advance of dates when areas of delaminated concrete and reinforcing bars will be located.

3.3 PREPARATION

- A. Protect people, motor vehicles, equipment, surrounding construction, Project site, plants, and surrounding buildings from injury resulting from concrete rehabilitation work.

1. Protect adjacent equipment and surfaces by covering them with heavy polyethylene film and waterproof masking tape. If practical, remove items, store, and reinstall after potentially damaging operations are complete.
2. Neutralize and collect alkaline and acid wastes for disposal off Owner's property.
3. Dispose of runoff from wet operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.

END OF SECTION 03 90 00

SECTION 07 19 00 - WATER REPELLENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Special Conditions, apply to this Section.

1.2 SUMMARY

- A. This Section includes penetrating water-repellent coatings for the following horizontal and vertical concrete surfaces: see drawings
- B. Related Sections include the following:
 - 1. Division 3 Section "Concrete Rehabilitation".
 - 2. Division 7 Section "Joint Sealants".
 - 3. Division 9 Section "Elastomeric Coatings"

1.3 PERFORMANCE REQUIREMENTS

- A. Provide water repellents with the following properties based on testing manufacturer's standard products, according to test methods indicated, applied to substrates simulating Project conditions using same materials and application methods to be used for this Project.
 - 1. Absorption: Minimum 90 percent reduction of absorption after 24 hours in comparison of treated and untreated specimens.
 - a. Hardened Concrete: ASTM C 642.
 - 2. Water-Vapor Transmission: Maximum 10 percent reduction in rate of vapor transmission in comparison of treated and untreated specimens, per ASTM E 96.
 - 3. Durability: Maximum 5 percent loss of water repellency after 2500 hours of weathering in comparison to specimens before weathering, per ASTM G 53.
 - 4. Permeability: Minimum 80 percent breathable in comparison of treated and untreated specimens, per ASTM D 1653.
 - 5. Chloride-Ion Intrusion in Concrete: Transportation Research Board, National Research Council's NCHRP Report 244, Series II tests.
 - a. Reduction of Water Absorption: 80 percent.
 - b. Reduction in Chloride Content: 80 percent.

1.4 SUBMITTALS

- A. Product Data: Include manufacturer's specifications, surface preparation and application instructions, recommendations for water repellents for each surface to be treated, and

protection and cleaning instructions. Include data substantiating that materials are recommended by manufacturer for applications indicated and comply with requirements.

- B. Samples: Of each substrate indicated to receive water repellent with specified repellent treatment applied to half of each sample.
- C. Applicator Certificates: Signed by manufacturer certifying that the applicator complies with requirements, if applicable.
- D. Certifications by water repellent manufacturer that products supplied comply with local regulations controlling use of VOCs.
- E. Material Test Reports: Indicate and interpret test results for compliance of water repellents with requirements indicated.
- F. Contractor qualifications: See 1.5.A.3.

1.5 QUALITY ASSURANCE

- A. Contractor qualification requirements:
 - 1. If materials selected require manufacturer trained and/or approved installers, retain installers that employ workers trained and approved by manufacturer to apply any materials in this Division. The Contractor shall have a minimum of five years successful experience in concrete rehabilitation using the specified products.
 - a. Contractor shall submit manufacturer certifications
 - b. Contractor shall submit project experience per 1.5.A.3
 - 2. The superintendent assigned to the project must have successfully supervised five prior projects of similar magnitude and type. Job superintendent shall control all operations as necessary for full compliance with all requirements.
 - a. The project experience submitted in accordance with 1.5.A.3 shall be projects supervised by the superintendent assigned to this project (and identified as such in the submittal per 1.5.A.3)
 - 3. The Contractor shall provide the Superintendent of Construction with a list of at least five projects similar in concept which he has completed in the last ten years as a certified applicator. Such lists shall include:
 - a. Project name
 - b. Project description
 - c. Project location
 - d. Project superintendent
 - e. Date of construction
 - f. Owner's name, address, and telephone number
 - g. Project consultant name, address, and telephone number
- B. Testing Agency Qualifications: An independent testing agency with experience and capability to conduct testing indicated in "Performance Requirements" Article without delaying the Work, per ASTM E 548.
- C. Regulatory Requirements: Comply with applicable rules of pollution-control regulatory agency having jurisdiction in Project locale regarding VOCs and use of hydrocarbon solvents.

- D. Field Samples: Engineer will select one representative surface for each substrate to receive water repellents. Apply water repellent to each substrate, with either partial or full coverage as directed. Comply with application requirements of this Section.
 - 1. Obtain Engineer's acceptance of field samples before applying water repellents.
 - 2. Maintain field samples during construction in an undisturbed condition as a standard for judging the completed Work.

1.6 PROJECT CONDITIONS

- A. Weather and Substrate Conditions: Do not proceed with application of water repellent under any of the following conditions, except with written instruction of manufacturer:
 - 1. Ambient temperature is less than 40 deg F.
 - 2. Surface repairs have not fully cured.
 - 3. Rain or temperatures below 40 deg F are predicted within 24 hours.
 - 4. Application is earlier than 24 hours after surfaces have been wet.
 - 5. Substrate is frozen or surface temperature is less than 40 deg F.
 - 6. Windy condition exists that may cause water repellent to be blown onto vegetation or surfaces not intended to be coated.

1.7 WARRANTY

- A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. Special Warranty: Submit a written warranty, executed by the applicator and water repellent manufacturer, covering materials and labor, agreeing to repair or replace materials that fail to provide water repellency within the specified warranty period. Warranty does not include deterioration or failure of coating due to unusual weather phenomena, failure of prepared and treated substrate, formation of new joints and cracks in excess of 1/16 inch wide, fire, vandalism, or abuse by maintenance equipment.
 - 1. Warranty Period: 5 years from date of Substantial Completion.
 - 2. Warranty Period: 25 years from date of Substantial Completion (TechCrete 2500)

1.8 SAFETY REQUIREMENTS

- A. The Contractor must coordinate fully with Owner site safety requirements. This includes, but is not limited to:
 - 1. Daily work coordination with City of Bloomington officials.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Silanes, 100 Percent Solids: Penetrating water repellent. A monomeric compound containing approximately 100 percent alkyltrialkoxysilanes with alcohol, mineral spirits, water, or other proprietary solvent carrier.
- B. Products: Subject to compliance with requirements, provide one of the following:
 - 1. Silanes: With less than 600 g/L VOCs.
 - a. Sikaguard 705L, Sika
 - b. MasterProtect H 1000, BASF.
 - c. Weather Worker S-100 (J-29-A); Dayton Superior Corporation.
 - d. Iso-Flex 618-100 VOC Silane Sealer; LymTal International, Inc.
 - e. Baracade Silane 100; Euclid Chemical Company.
 - 2. TechCrete 2500 (Level 2 only; see Drawings); follow all manufactures recommendation for application and install to achieve the warranty.
- C. Alternate Products
 - 1. The use of other than the materials specified above is allowable providing such materials have been accepted in writing by the Engineer as an approved equivalent.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean substrate of substances that might interfere with penetration or performance of water repellents. Decks shall be power washed at a minimum. After allowing to dry, test for moisture content, according to water-repellent manufacturer's written instructions, to ensure that surface is dry enough.
 - 1. Cast-in-Place Concrete: Remove oil, curing compounds, laitance, and other substances that could prevent adhesion or penetration of water repellents.
- B. Test for pH level, according to water-repellent manufacturer's written instructions, to ensure chemical bond to silicate minerals.
- C. Protect adjoining work, including sealant bond surfaces, from spillage or blow-over of water repellent. Cover adjoining and nearby surfaces of aluminum and glass if there is the possibility of water repellent being deposited on surfaces. Cover live plants and grass.
- D. Coordination with Sealants: Do not apply water repellent until sealants for joints adjacent to surfaces receiving water-repellent treatment have been installed and cured.
 - 1. Water-repellent work may precede sealant application only if sealant adhesion and compatibility have been tested and verified using substrate, water repellent, and sealant materials identical to those used in the work.

- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLICATION

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect the substrate before application of water repellent and to instruct Applicator on the product and application method to be used.
- B. Apply a heavy-saturation spray coating of water repellent on surfaces indicated for treatment using low-pressure spray equipment. Comply with manufacturer's written instructions for using airless spraying procedure, unless otherwise indicated.
- C. Apply a second saturation spray coating, repeating first application, if required by manufacturer. Comply with manufacturer's written instructions for limitations on drying time between coats and after rainstorm wetting of surfaces between coats. Consult manufacturer's technical representative if written instructions are not applicable to Project conditions.

3.3 CLEANING

- A. Immediately clean water repellent from adjoining surfaces and surfaces soiled or damaged by water-repellent application as work progresses. Repair damage caused by water-repellent application. Comply with manufacturer's written cleaning instructions.

END OF SECTION 07 19 00

SECTION 07 92 00 – ELASTOMERIC JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes joint sealants for the following applications, including those specified by reference to this Section:
 - 1. Rout and Seal; see Drawings
 - 2. Urethane Joint Sealant; see Drawings

1.3 PERFORMANCE REQUIREMENTS

- A. Provide joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

1.4 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples: For each type and color of elastomeric joint sealant required, provide samples with joint sealants in 1/2-inch-wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint sealants
- C. Proposed joint seal sizes: for each joint required, indicate the measured joint size and the proposed joint seal size.
- D. Preconstruction field adhesion test reports.
- E. Preconstruction compatibility and adhesion test reports.
- F. Contractor qualifications: See 1.5.A
- G. Warranties.

1.5 QUALITY ASSURANCE

- A. Contractor qualification requirements:
 - 1. If materials selected require manufacturer trained and/or approved installers, retain installers that employ workers trained and approved by manufacturer to apply any materials in this Division. The Contractor shall have a minimum of five years successful experience in concrete rehabilitation using the specified products.

- a. Contractor shall submit manufacturer certifications
 - b. Contractor shall submit project experience per 1.5.A.3
 2. The superintendent assigned to the project must have successfully supervised five prior projects of similar magnitude and type. Job superintendent shall control all operations as necessary for full compliance with all requirements.
 - a. The project experience submitted in accordance with 1.5.A.3 shall be projects supervised by the superintendent assigned to this project (and identified as such in the submittal per 1.5.A.3)
 3. The Contractor shall submit a list of at least five projects similar in concept, which he has completed in the last five years as a certified applicator. Such lists shall include:
 - a. Project name
 - b. Project description
 - c. Project location
 - d. Project superintendent
 - e. Date of construction
 - f. Owner's name, address, and telephone number
 - g. Project consultant name, address, and telephone number
- B. Preconstruction Compatibility and Adhesion Testing: Submit samples of materials that will contact or affect joint sealants to joint-sealant manufacturers for testing according to manufacturer's standard test method to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
- C. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates according to the method in ASTM C 1193 that is appropriate for the types of Project joints.
- D. Testing Agency Qualifications: Qualified according to ASTM C 1021 to conduct the testing indicated.

1.6 PROJECT CONDITIONS

- A. Coordination with City of Bloomington: Work shall be coordinated daily with Owner.

1.7 WARRANTY

- A. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance (water tight joint) and other requirements specified in this Section within specified warranty period.
 1. Warranty Period Elastomeric Joints: Three years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance (water tight joint) and other requirements specified in this Section within specified warranty period.
 1. Warranty Period Elastomeric Joints: Three years from date of Substantial Completion.

1.8 SAFETY REQUIREMENTS

- A. The Contractor must coordinate fully with the City of Bloomington site safety requirements. This includes, but is not limited to:
 - 1. Daily work coordination with City of Bloomington.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.

2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by City of Bloomington from manufacturer's full range.

2.3 ELASTOMERIC JOINT SEALANTS

- A. Multicomponent urethane sealant recommended in writing by manufacturer for substrate and joint conditions indicated; complying with ASTM C 920, Type M, Class 25, Grade NS for sloping and vertical applications or Grade P for deck applications, and Use T where subject to traffic or Use NT elsewhere.
 - 1. Products:
 - a. BASF; Masterseal SL2, Masterseal NP2
 - b. Sika Corporation; Sikaflex -2C NT TG
 - 2. Alternate Manufacturers:
 - a. The use of other than the materials specified above is allowable providing such materials have been accepted in writing by the Engineer as an approved equivalent.

2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- B. See construction procedures and General Structural Notes on Drawings for additional information.

3.2 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
 - 1. Extent of Testing: Test completed and cured sealant joints as follows:
 - a. Perform 5 tests for each kind of sealant and joint substrate.
 - 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
- B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

END OF SECTION 07 92 00

SECTION 09 96 00 - ELASTOMERIC COATINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes surface preparation and application of elastomeric coatings to the following exterior substrates:
 - 1. Concrete.
- B. Related Sections include the following:
 - 1. Division 3 Section "Concrete Rehabilitation".

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
 - 2. Indicate VOC content.
- B. Samples for Initial Selection: For each type of elastomeric coating.
- C. Samples for Verification: For each type of elastomeric coating indicated and in each color and gloss.
 - 1. Submit Samples on same type of substrate as that to receive application, 8 inches (200-mm) square.
 - 2. Apply coats on Samples in steps to show each separate coat, including primers and block fillers as applicable.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.
- D. Product List: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Quantity: Furnish an additional 5 percent but not less than 1 gal. of each material, color, and texture applied.

1.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 1. The City of Bloomington (COBL) will select one surface to represent surfaces and conditions for application of each paint system.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 50 sq. ft
 2. Final approval of color selections will be based on mockups.
 - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by COBL at no added cost to Owner.
 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Engineer specifically approves such deviations in writing.
 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 1. Maintain containers in clean condition, free of foreign materials and residue.
 2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

- A. Apply coatings only when temperature of surfaces to be coated and ambient air temperatures are between 50 and 90 deg F unless otherwise permitted by manufacturer's written instructions.
- B. Do not apply coatings in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
- C. Allow wet surfaces to dry thoroughly and attain temperature and conditions specified before starting or continuing coating operation.

1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace elastomeric coatings that fail within specified warranty period.
 1. Failures include, but are not limited to, the following:

- a. Water penetration through the coating.
 - b. Deterioration of coating beyond normal weathering.
 - c. Paint crack due to concrete element movement.
2. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide one of the following:
- B. Concrete Substrate Coating System
 - a. Prime Coat: As recommended in writing by topcoat manufacturer.
 - b. Intermediate Coat: As recommended in writing by topcoat manufacturer.
 - c. Topcoat: Elastomeric, pigmented, exterior, water-based, flat coating.
 - 1) Sikagard 550W, BASF
 - 2) MasterProtect EL 750, BASF
 - 3) SherLastic Elastomeric Coating, Sherwin Williams
- C. Alternate Products:
 1. The use of other than the materials specified above is allowable providing such materials have been accepted in writing by the Engineer as an approved equivalent. Please refer to the "Instructions to Bidders" for substitution requirements.

2.2 MATERIALS

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products List."
- B. Material Compatibility:
 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a paint system, products shall be recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. Colors: As selected by COBL from manufacturer's full range. Color to match existing.
 1. Colors: Match colors of existing surfaces, where possible.
- D. Crack Fillers: Elastomeric coating manufacturer's recommended, factory-formulated crack fillers or sealants, including crack filler primers, compatible with substrate and other materials indicated.
- E. Primer: Elastomeric coating manufacturer's recommended, factory-formulated, alkali-resistant primer compatible with substrate and other materials indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with manufacturer's requirements for maximum moisture content, alkalinity, and other conditions affecting performance of work.
- B. Begin coating only when moisture content of substrate is 12 percent or less when measured with an electronic moisture meter.
- C. Begin coating no sooner than 28 days after substrate is constructed and is visually dry on both sides.
- D. Verify that substrate is within the range of alkalinity recommended by manufacturer.
- E. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- F. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions applicable to substrates and coating systems indicated.
- B. Remove hardware and hardware accessories, plates, machined surfaces, light fixtures, and similar items already installed that are not to be coated. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and coating.
 - 1. After completing coating operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of coatings, including dirt, oil, grease, and incompatible paints and encapsulants. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
 - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce coating systems indicated.
 - 2. Perform cleaning and coating application so dust and other contaminants from cleaning process will not fall on wet, newly coated surfaces.
- D. Crack Repair: Fill cracks according to manufacturer's written instructions before coating surfaces.

3.3 APPLICATION

- A. Apply elastomeric coatings according to manufacturer's written instructions.

1. Use equipment and techniques best suited for substrate and type of material being applied.
 2. Coat surfaces behind movable items the same as similar exposed surfaces.
 3. Apply each coat separately according to manufacturer's written instructions.
- B. Primers: Apply at a rate to ensure complete coverage.
- C. Block Fillers: Apply at a rate to ensure complete coverage with pores filled.
- D. Elastomeric Finish Coat(s): Minimum two coats with a total dry film thickness of 24
- E. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats similar to color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- F. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform finish, color, and appearance.
- G. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- H. Apply coatings to prepared surfaces as soon as practicable after preparation and before subsequent surface soiling or deterioration.
- I. Spray Application: Use spray equipment for application only when permitted by authorities having jurisdiction. Wherever spray application is used, do not double back with spray equipment to build up film thickness of two coats in one pass.

3.4 FIELD QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following testing procedures:
1. Owner will engage the services of a qualified testing agency to sample materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
 2. Testing agency will perform tests for compliance of materials with product requirements.
 3. Owner may direct Contractor to stop coating application if test results show materials being used do not comply with requirements. Remove noncomplying materials from Project site, pay for testing, and recoat surfaces that were coated with rejected materials. Remove rejected materials from previously coated surfaces if, on recoating with complying materials, the two coatings are incompatible.
- B. Field Testing and Inspection: Owner reserves the right to engage the services of a qualified testing agency to verify installed thickness of elastomeric coatings.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

- B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from coating application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities, touch up and restore damaged or defaced coated surfaces.

END OF SECTION 09 96 00



APPENDIX A - PHOTOGRAPHS

MORTON STREET PARKING GARAGE REPAIRS - 2019



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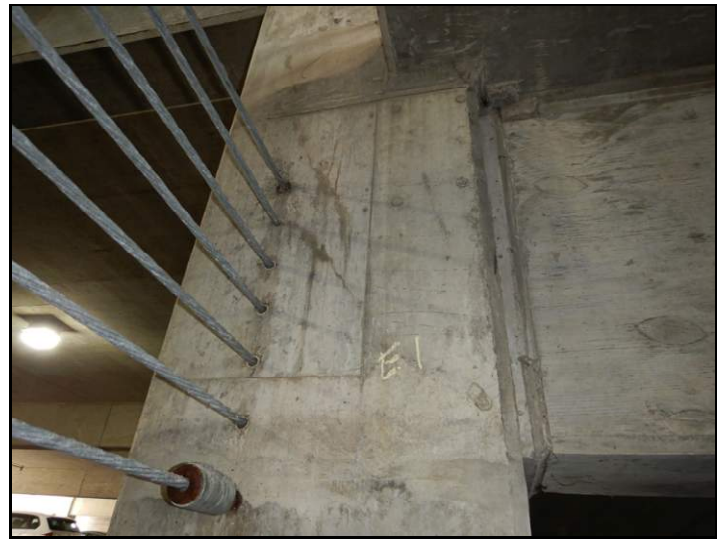
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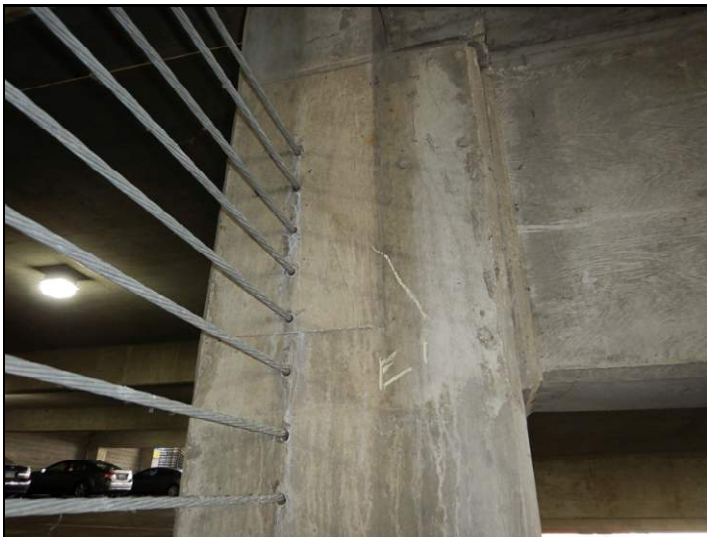
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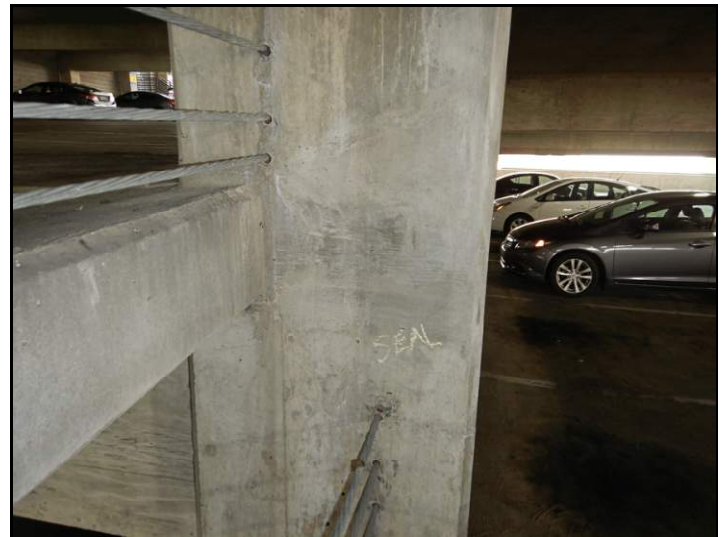
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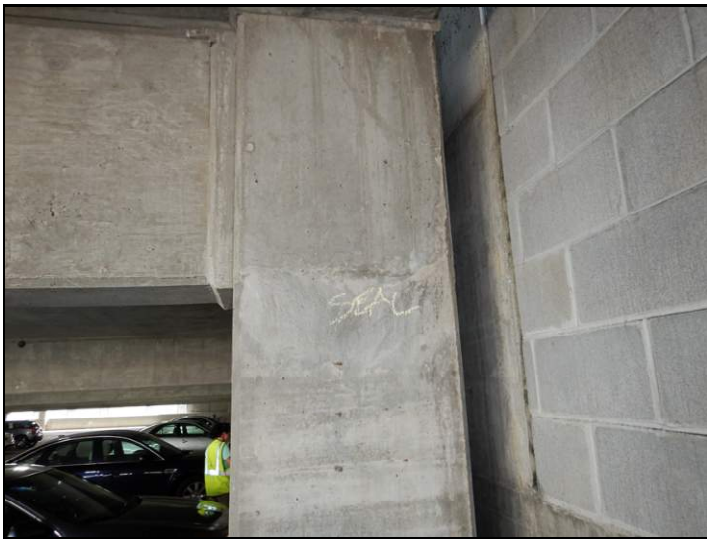
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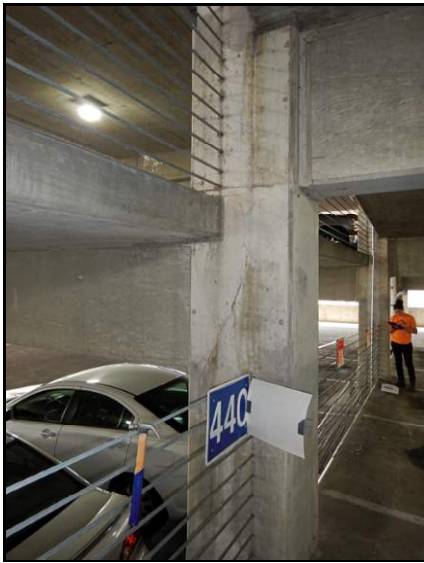
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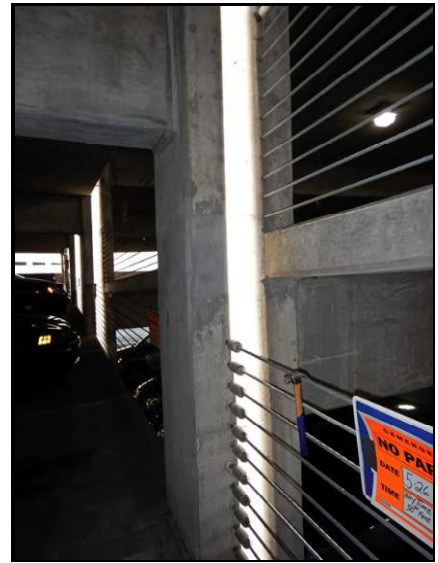
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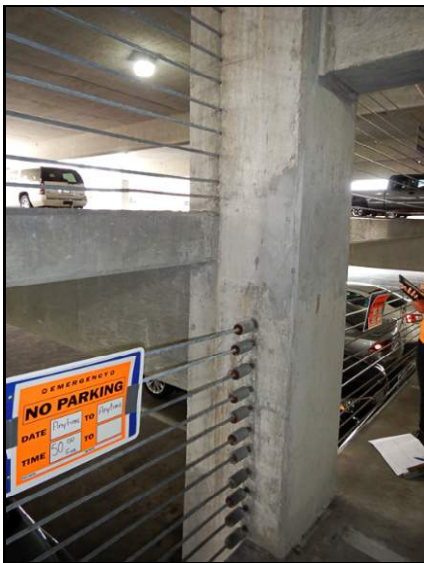
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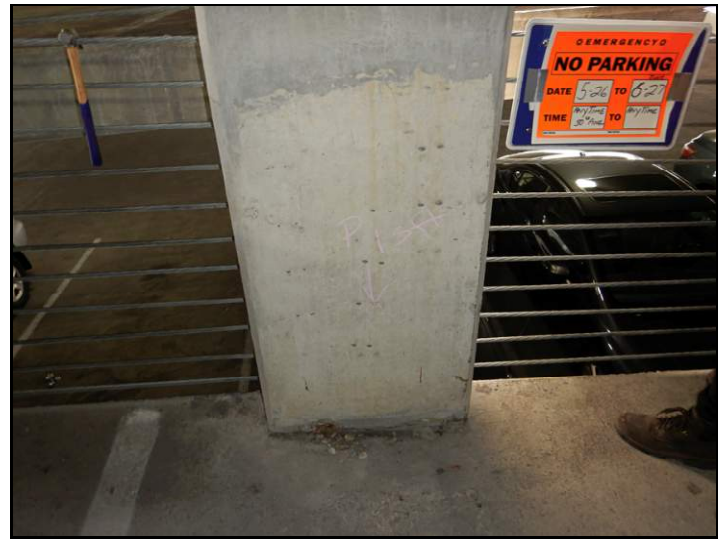
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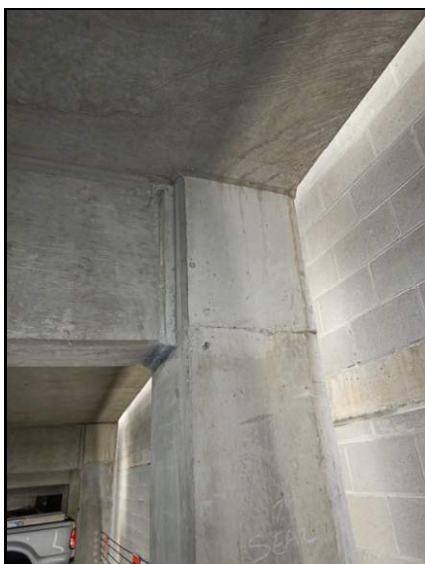
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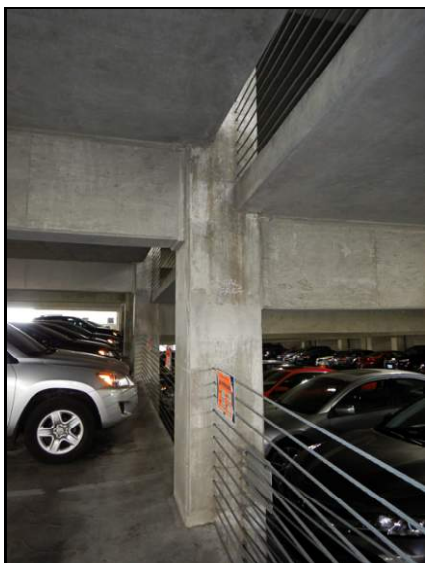
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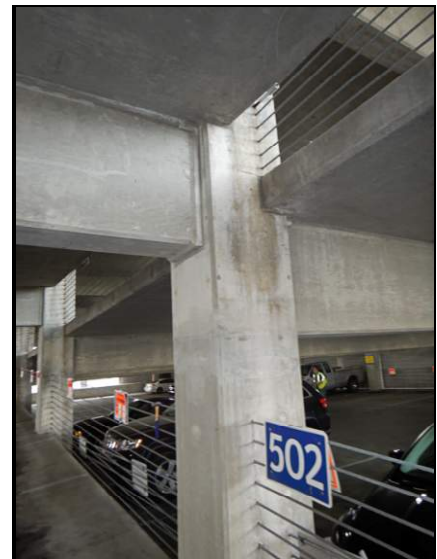
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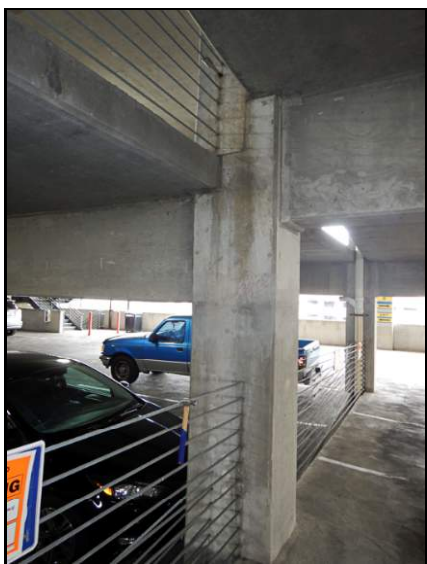
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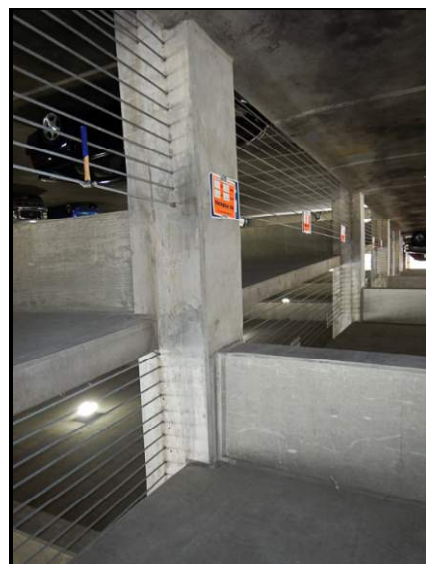
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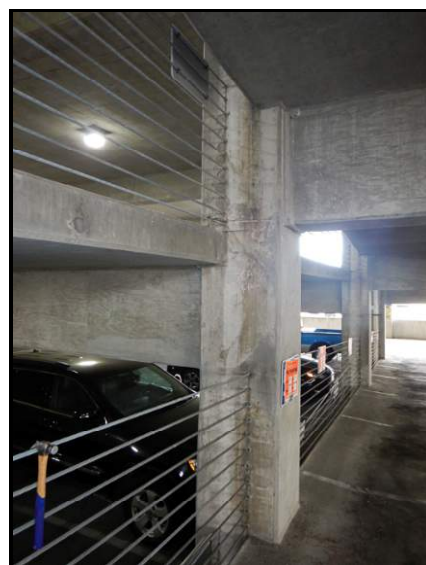
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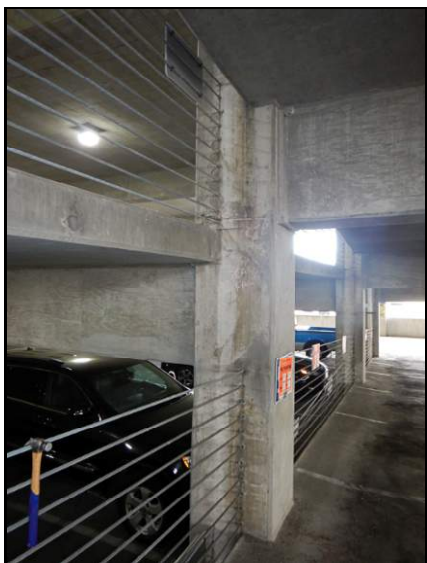
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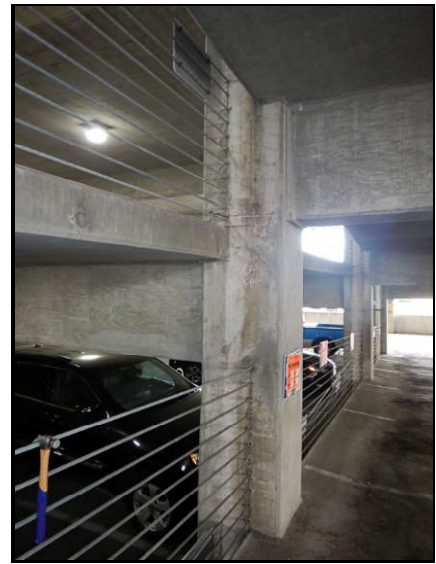
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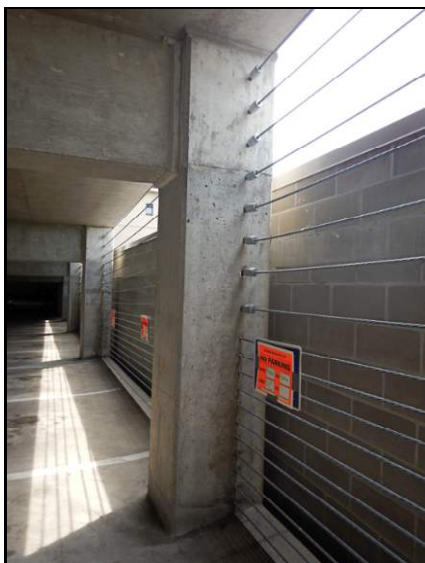
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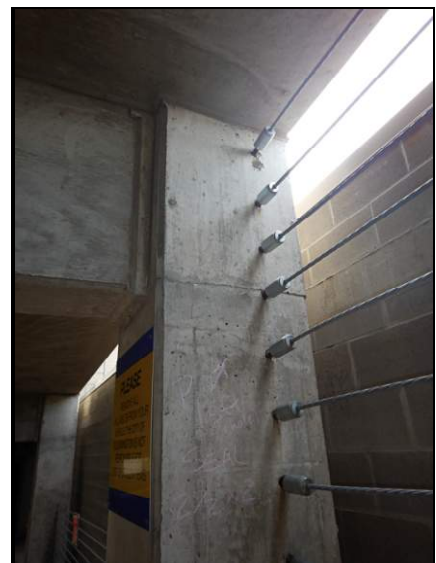
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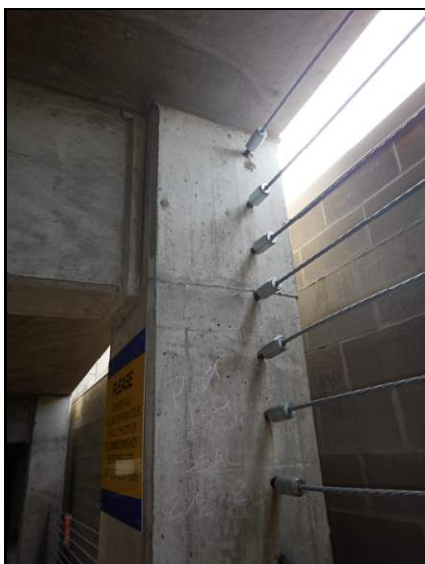
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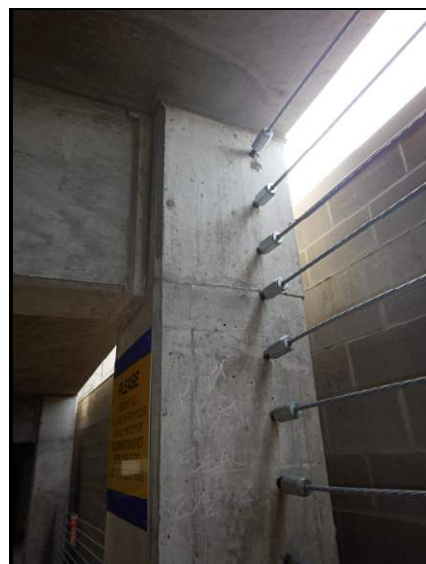
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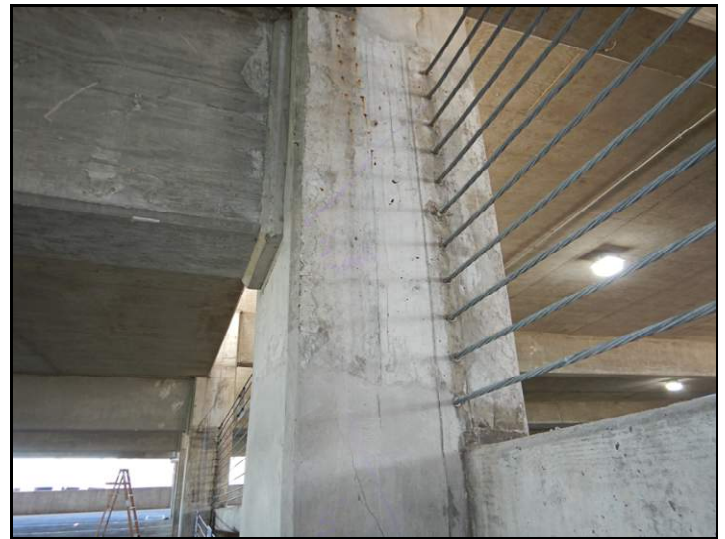
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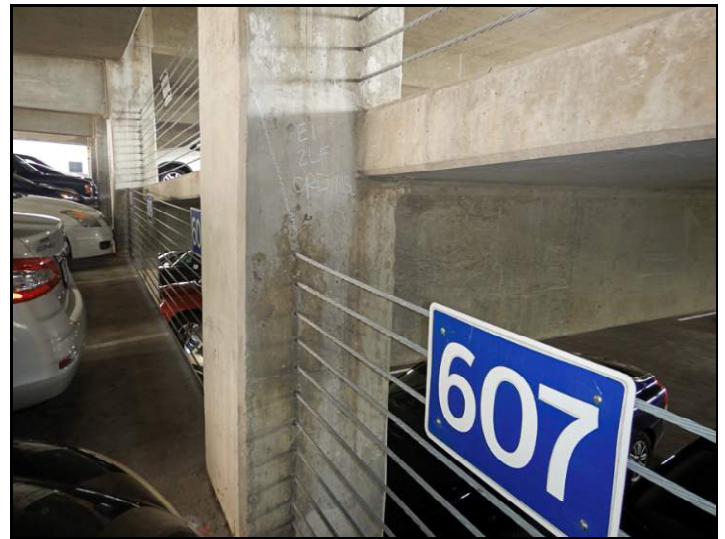
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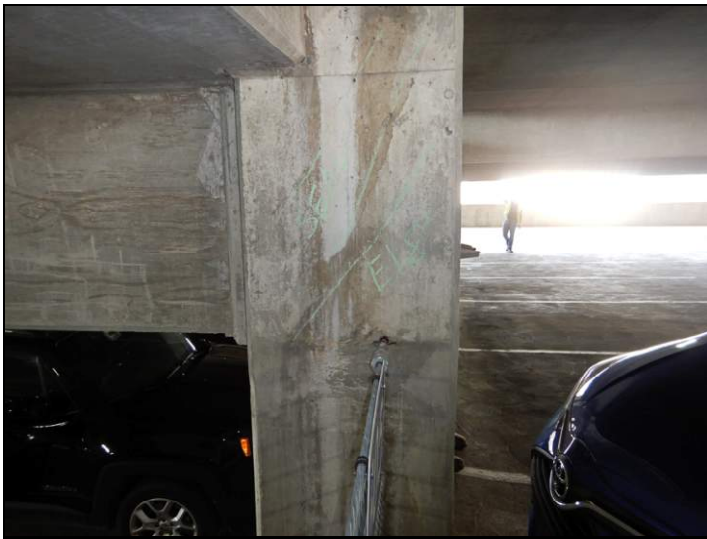
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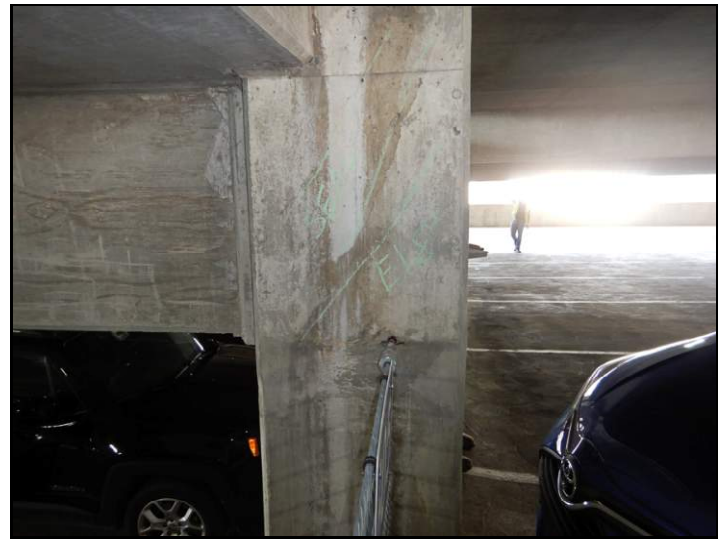
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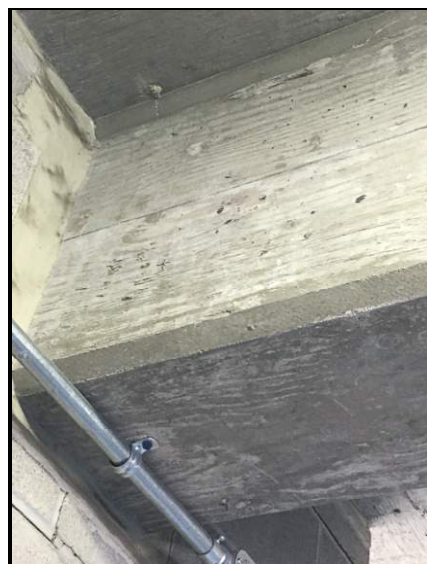
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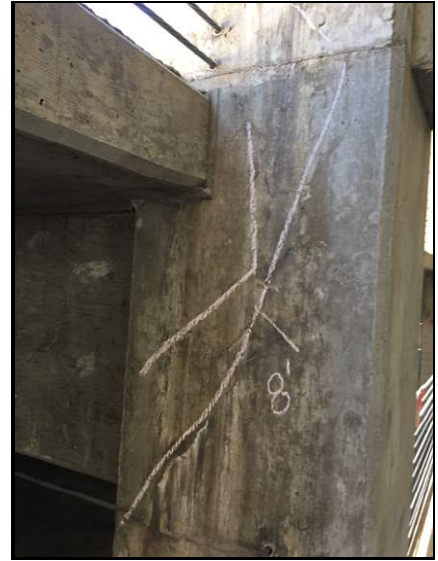
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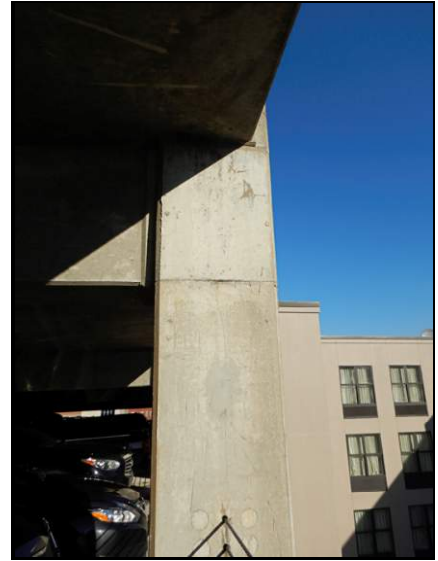
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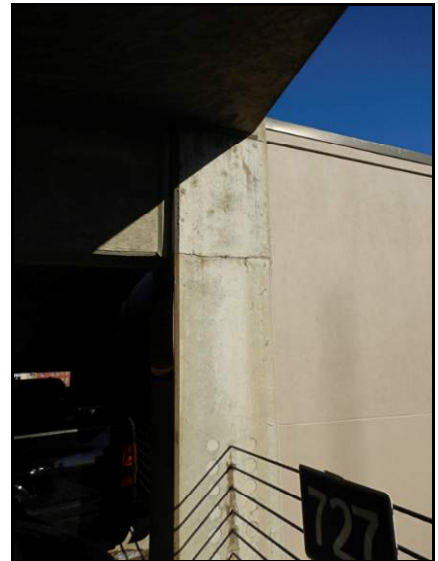
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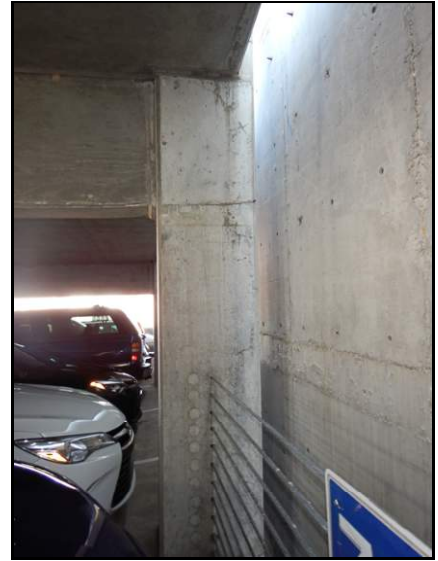
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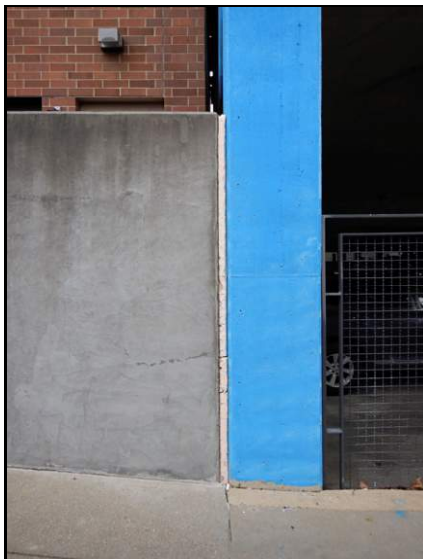
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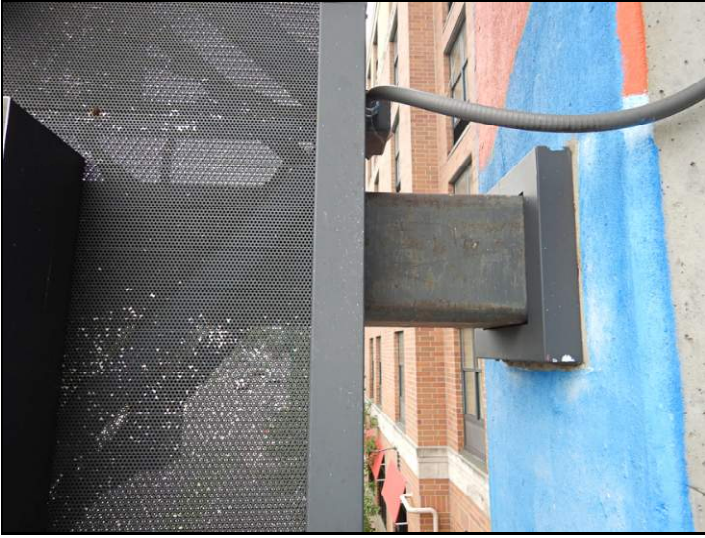
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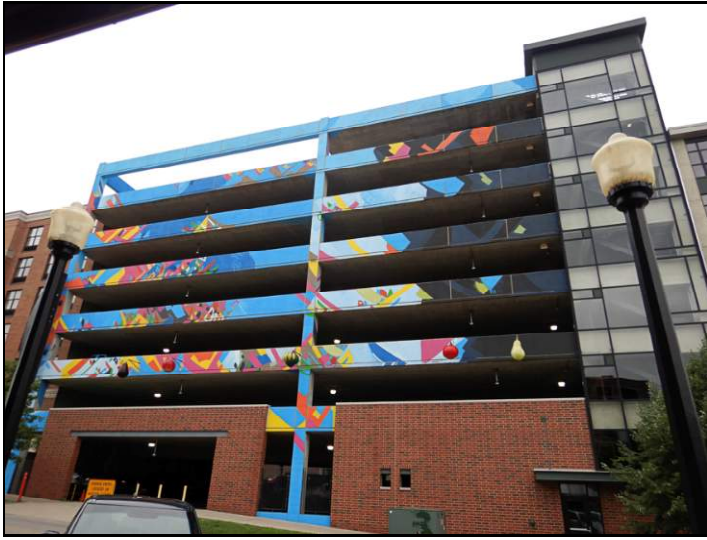
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N003



N004



NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



SOUTH ELEVATION (2)



EAST ELEVATION



EAST ELEVATION (2)



EAST ELEVATION (3)



Board of Public Works Staff Report

Project/Event: Award Contract for 2019 Yard waste
Petitioner/Representative: Sanitation Division
Staff Representative: Rhea Carter
Meeting Date: April 2, 2019

Green Earth Recycling & Composting has agreed to accept yard waste from the City of Bloomington Sanitation Division. Green Earth is a locally owned and operated compost and mulch manufacturing facility.

- | | |
|---|---|
| <input checked="" type="checkbox"/> Green Earth Recycling & Composting | \$22.00 per 25cy truckload
\$22.00 per less than truckload |
| <input type="checkbox"/> Maple Grove Gardens, LLC | \$15.00 per 25cy truckload
\$10.00 per less than truckload |

Green Earth Recycling & Composting submitted the only responsive quote; therefore, staff recommends awarding the contract to Green Earth Recycling & Composting.

Recommend **Approval by Rhea Carter**

AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT, SANITATION DIVISION, AND
GREEN EARTH RECYCLING & COMPOSTING

This Agreement, entered into on this 2nd day of April, 2019, by and between the City of Bloomington Department of Public Works, Sanitation Division, through its Board of Public Works (hereinafter referred to as “Department”), and Green Earth Recycling & Composting (hereinafter referred to as “Contractor”).

Article 1. Scope of Services Contractor shall accept yard waste collected by the Sanitation Division in its Yard Waste Collection program. Yard waste shall contain grass clippings, weeds, leaves, twigs, brush, tree trimmings, hedge clippings and other yard and garden materials. Contractor shall accept holiday trees and wreaths. These services will be performed (“Services”) for a set price of Twenty-Two Dollars (\$22.00) per twenty-five (25) cubic yards (a truck load) and Twenty-Two Dollars (\$22.00) for less than a truck load for acceptance of the yard waste. 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, 2020, 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 Rhea Carter, Sanitation Division 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 Six Thousand, Three Hundred Seventy-Five Dollars (\$6,375.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Rhea Carter, City of Bloomington Public Works, Sanitation Division, 3406 Old S.R. 37 S, Bloomington, Indiana 47401. 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, Sanitation Division, Attn: Rhea Carter, 3406 Old S.R. 37 S, Bloomington, Indiana 47401.

Contractor: Green Earth Recycling and Composting, Attn: Kevin R. Huntley, 7333 W. Gifford Road, Bloomington Indiana 47403.

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 Contractor may give written notice to the Department on or before December 31, 2020, of its desire to renew this Agreement for an additional two (2) year term. In the event that Contractor provides the Department with notice of its desire to renew the Agreement, the Department and Contractor may agree to a two (2) year renewal of this Agreement ("First Renewal"), which if agreed upon would extend the term of this Agreement to December 31, 2022. If a First Renewal is entered, Contractor may give written notice to the Department on or before December 31, 2022, of its desire to renew this Agreement for an additional two (2) year term. In the event that Contractor provides the Department with notice of its desire, the Department and Contractor may agree to an additional two (2) year term of this Agreement ("Second Renewal"), which, if agreed upon, would extend the term of this Agreement to December 31, 2024.

CITY OF BLOOMINGTON

Green Earth Recycling & Composting

Philippa M. Guthrie, Corporation Counsel

Kevin R. Huntley, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

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.

Good Earth Recycling & Composting

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: _____



CITY OF BLOOMINGTON QUOTE FORM
RFQ #2019-LEAFING
LEAF AND YARD WASTE COMPOSTING

Important:

Both pages of this Quote Form must be completed for the quote to be valid and accepted.

SEND OR DELIVER QUOTE TO:

City of Bloomington Board of Public Works
 401 N Morton St. Ste. 120
 Bloomington, IN 47404
 812-349-3567 (Fax)
 public.works@bloomington.in.gov

ITEM NO.	DESCRIPTION	COST PER LOAD
	Leaf and Yard Waste Composting Services for City of Bloomington Approximately 10,000 – 10,500 Cubic Yards	
1	Cost per 25 CY Load of <u>Yard Waste</u> :	\$ <u>22.00</u>
	Cost per less than Truckload of <u>Yard Waste</u> :	\$ <u>22.00</u>
2	Cost per 25 CY Load of <u>Vacuumed Leaves</u> :	\$ <u>22.00</u>
	Cost per less than Truckload of <u>Vacuumed Leaves</u> :	\$ <u>22.00</u>

VENDOR / CONTRACTOR INFORMATION

Company: Green Earth Recycling + Composting
 Name (print): Kevin R. Huntley
 Address: 7333 W. Cifford Rd. Bloomington, IN 47403
 Telephone: 812-825-3461 Fax: 812-825-3861
 E-Mail: khuntleyexc@comcast.net
 Signature: [Handwritten Signature]

(Must be signed by an authorized company representative.)



Board of Public Works Staff Report

Project/Event: Award Contract for 2019 Vacuumed Leaves Acceptance
Petitioner/Representative: Street Division
Staff Representative: Joe VanDeventer
Meeting Date: April 2, 2019

Green Earth Recycling & Composting has agreed to accept the vacuumed leaves from the City of Bloomington Street Department. Green Earth is a locally owned and operated compost and mulch manufacturing facility.

- | | |
|---|---|
| <input checked="" type="checkbox"/> Green Earth Recycling & Composting | \$22.00 per 25cy truckload
\$22.00 per less than truckload |
| <input type="checkbox"/> Maple Grove Gardens, LLC | \$15.00 per 25cy truckload
\$10.00 per less than truckload |

Green Earth Recycling & Composting submitted the only responsive quote; therefore, staff recommends awarding the contract to Green Earth Recycling & Composting.

Recommend **Approval by Joe VanDeventer**

AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT, STREET DIVISION, AND
GREEN EARTH RECYCLING & COMPOSTING

This Agreement, entered into on this 2nd day of April, 2019, by and between the City of Bloomington Department of Public Works, Street Division, through its Board of Public Works (hereinafter referred to as “Department”), and Green Earth Recycling & Composting (hereinafter referred to as “Contractor”).

Article 1. Scope of Services Contractor shall accept daily deliveries of vacuumed leaves collected by the Street Division in its Curbside Leaf Collection program which begins in November and continues through December of each year. Daily deliveries will average from one (1) to ten (10) per day. The total estimated cubic yards collected during this time period is approximately eight thousand five hundred (8,500) cubic yards; however, the Department reserves the right to deliver decreased or increased quantities. These services will be performed (“Services”) for a set price of Twenty-Two Dollars (\$22.00) per twenty-five (25) cubic yards (a truck load) and Twenty-Two Dollars (\$22.00) for less than a truck load for acceptance of the yard waste. 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, 2020, 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 Joe VanDeventer, Director of Street Operations, 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 Ten Thousand Dollars (\$10,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Joe VanDeventer, City of Bloomington Public Works, Director of Street Operations, 1981 South Henderson St., Bloomington, Indiana 47401. 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, Director of Street Operations, Attn: Joe VanDeventer, 1981 S. Henderson St., Bloomington, Indiana 47401.

Contractor: Green Earth Recycling and Composting, Attn: Kevin R. Huntley, 7333 W. Gifford Road, Bloomington Indiana 47403.

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 Contractor may give written notice to the Department on or before December 31, 2020, of its desire to renew this Agreement for an additional two (2) year term. In the event that Contractor provides the Department with notice of its desire to renew the Agreement, the Department and Contractor may agree to a two (2) year renewal of this Agreement ("First Renewal"), which if agreed upon would extend the term of this Agreement to December 31, 2022. If a First Renewal is entered, Contractor may give written notice to the Department on or before December 31, 2022, of its desire to renew this Agreement for an additional two (2) year term. In the event that Contractor provides the Department with notice of its desire, the Department and Contractor may agree to an additional two (2) year term of this Agreement ("Second Renewal"), which, if agreed upon, would extend the term of this Agreement to December 31, 2024.

CITY OF BLOOMINGTON

Green Earth Recycling & Composting

Philippa M. Guthrie, Corporation Counsel

Kevin R. Huntley, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

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.

Good Earth Recycling & Composting

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: _____



CITY OF BLOOMINGTON QUOTE FORM
RFQ #2019-LEAFING
LEAF AND YARD WASTE COMPOSTING

Important:

Both pages of this Quote Form must be completed for the quote to be valid and accepted.

SEND OR DELIVER QUOTE TO:

City of Bloomington Board of Public Works
 401 N Morton St. Ste. 120
 Bloomington, IN 47404
 812-349-3567 (Fax)
 public.works@bloomington.in.gov

ITEM NO.	DESCRIPTION	COST PER LOAD
	Leaf and Yard Waste Composting Services for City of Bloomington Approximately 10,000 – 10,500 Cubic Yards	
1	Cost per 25 CY Load of <u>Yard Waste</u> :	\$ <u>22.00</u>
	Cost per less than Truckload of <u>Yard Waste</u> :	\$ <u>22.00</u>
2	Cost per 25 CY Load of <u>Vacuumed Leaves</u> :	\$ <u>22.00</u>
	Cost per less than Truckload of <u>Vacuumed Leaves</u> :	\$ <u>22.00</u>

VENDOR / CONTRACTOR INFORMATION

Company: Green Earth Recycling + Composting
 Name (print): Kevin R. Huntley
 Address: 7333 W. Cifford Rd. Bloomington, IN 47403
 Telephone: 812-825-3461 Fax: 812-825-3861
 E-Mail: khuntleyexc@comcast.net
 Signature: [Handwritten Signature]

(Must be signed by an authorized company representative.)



Board of Public Works Claim Register

Invoice Date Range 03/25/19 - 04/05/19

Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Karla Akers	01-refund adoption fee		04/05/2019	55.00
Rachel Holt	01-refund adoption fee		04/05/2019	75.00
	Account 43430 - Animal Adoption Fees Totals		2	<u>\$130.00</u>
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-binder clips-med & large		04/05/2019	4.31
6530 - Office Depot, INC	01-notebooks, paper, white board cleaner		04/05/2019	13.84
	Account 52110 - Office Supplies Totals		2	<u>\$18.15</u>
Account 52210 - Institutional Supplies				
313 - Fastenal Company	01-window cleaner, trash bags, towels, scrub brush, laundry		04/05/2019	372.88
4586 - Hill's Pet Nutrition Sales, INC	01-credit refund feline food		04/05/2019	(7.58)
4586 - Hill's Pet Nutrition Sales, INC	01-puppy/canine/kitten/feline food-3/1/19		04/05/2019	316.54
4586 - Hill's Pet Nutrition Sales, INC	01-canine/puppy/feline food-3/15/19		04/05/2019	164.88
4586 - Hill's Pet Nutrition Sales, INC	01-canine food-3/8/19		04/05/2019	120.64
4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine food-3/8/19		04/05/2019	67.58
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L), bowls, rabbit food-1/23/19		04/05/2019	187.91
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves, L & XL-1/14/19		04/05/2019	112.98
4633 - Midwest Veterinary Supply, INC	01-urine sample collector for diagnostic-3/8/19		04/05/2019	25.35
4633 - Midwest Veterinary Supply, INC	01-pain meds (Methocarbamol Tabs), syringes-3/8/19		04/05/2019	70.41
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-M & L-3/8/19		04/05/2019	112.98
4633 - Midwest Veterinary Supply, INC	01-vaccines (Bronchicine CAE INJ 10ds-3/11/19		04/05/2019	80.00
4633 - Midwest Veterinary Supply, INC	01-sanitizer-Rescue Concentrate 55 gal-3/11/19		04/05/2019	1,474.34
4633 - Midwest Veterinary Supply, INC	01-pet correcctor 50ml-3/4/19		04/05/2019	25.62
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-L-3/4/19		04/05/2019	49.80
4633 - Midwest Veterinary Supply, INC	01-C-muzzle 3XL-3/4/19		04/05/2019	6.80
4633 - Midwest Veterinary Supply, INC	01-C-Muzzle 1 - 3/4/19		04/05/2019	6.80
4633 - Midwest Veterinary Supply, INC	01-sedative-Vetaket 100mg/ml 10 ml-3/4/19		04/05/2019	73.80
4666 - Zoetis, INC	01-antiparasitics-3/4/19		04/05/2019	368.40
4666 - Zoetis, INC	01-vaccines, antibiotics-3/11/19		04/05/2019	708.68
	Account 52210 - Institutional Supplies Totals		20	<u>\$4,338.81</u>
Account 52340 - Other Repairs and Maintenance				
53005 - Menards, INC	01-flexible garden hose for cleaning kennels		04/05/2019	49.99
	Account 52340 - Other Repairs and Maintenance Totals		1	<u>\$49.99</u>
Account 52430 - Uniforms and Tools				
54558 - The Uniform House, INC	01-scrub top for Carly-didn't receive w/original order		04/05/2019	14.32
	Account 52430 - Uniforms and Tools Totals		1	<u>\$14.32</u>
Account 53130 - Medical				
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-emergency visit-3/13-3/15/2019		04/05/2019	724.08
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-3/12/2019		04/05/2019	357.66
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-3/19/2019		04/05/2019	208.00
	Account 53130 - Medical Totals		3	<u>\$1,289.74</u>
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Div.-cell phone charges 2/12-3/11/19, 2/12-3/6/19		03/25/2019	192.46
13969 - AT&T Mobility II, LLC	02-PW Div.-cell phone charges 2/6-3/11/19, 3/7-3/11/19		03/25/2019	53.94
	Account 53210 - Telephone Totals		2	<u>\$246.40</u>
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-3/15/2019		03/25/2019	1,435.47
	Account 53510 - Electrical Services Totals		1	<u>\$1,435.47</u>
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-ACC-water/sewer bill February 2019		03/25/2019	458.66
	Account 53530 - Water and Sewer Totals		1	<u>\$458.66</u>
Account 53540 - Natural Gas				
222 - Vectren	19-ACC-gas bill 2/4-3/4/19		03/25/2019	1,611.78
	Account 53540 - Natural Gas Totals		1	<u>\$1,611.78</u>
Account 53610 - Building Repairs				
321 - Harrell Fish, INC	19-ACC-HVAC repairs on door switch		04/05/2019	98.00
	Account 53610 - Building Repairs Totals		1	<u>\$98.00</u>
	Program 010000 - Main Totals		35	<u>\$9,691.32</u>
Program 010001 - Donations Over \$5K				
Account 52210 - Institutional Supplies				
5819 - Synchrony Bank	01-watering cans, solid brass water hose shutoffs		04/05/2019	57.98
5819 - Synchrony Bank	01-yeton adjustable loop slip leashes		04/05/2019	95.88
5819 - Synchrony Bank	01-yueton adjustable loop slip leashes		04/05/2019	63.92
	Account 52210 - Institutional Supplies Totals		3	<u>\$217.78</u>



Board of Public Works Claim Register

Invoice Date Range 03/25/19 - 04/05/19

Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
Account 53130 - Medical				
6529 - BloomingPaws, LLC	01-heartworm treatment-3/14/19		04/05/2019	125.62
6529 - BloomingPaws, LLC	01-heartworm treatment-3/7/19		04/05/2019	125.62
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-3/4-3/13/2019		04/05/2019	1,050.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-diagnostic test-3/19/2019		04/05/2019	10.50
	Account 53130 - Medical Totals		4	\$1,311.74
	Program 010001 - Donations Over \$5K Totals		7	\$1,529.52
	Department 01 - Animal Shelter Totals		42	\$11,220.84
Department 02 - Public Works				
Program 020000 - Main				
Account 46060 - Other Violations				
David Debruicker	14-refund over payment pkg citation #A1103460		04/05/2019	40.00
	Account 46060 - Other Violations Totals		1	\$40.00
Account 53230 - Travel				
2659 - Adam Wason	02-per diem reimb-Boston Conf--SWANA-2/24-2/28/19		04/05/2019	420.81
	Account 53230 - Travel Totals		1	\$420.81
Account 53320 - Advertising				
323 - Hoosier Times, INC	02-Morton Garage Repair Public Notice for Bids		04/05/2019	68.44
	Account 53320 - Advertising Totals		1	\$68.44
Account 53940 - Temporary Contractual Employee				
203 - Indiana University	02-Spring Spea Fellow Payment 2019		04/05/2019	687.50
	Account 53940 - Temporary Contractual Employee Totals		1	\$687.50
	Program 020000 - Main Totals		4	\$1,216.75
	Department 02 - Public Works Totals		4	\$1,216.75
Department 03 - City Clerk				
Program 030000 - Main				
Account 53230 - Travel				
5461 - F Nicole Bolden	03-per diem/mileage reimb-ILMCT Academy-Muncie-3/10-		04/05/2019	260.80
5935 - Stephen E Lucas	03-per diem reimb-ILMCT Academy-Muncie-3/10-3/13/19		04/05/2019	75.00
	Account 53230 - Travel Totals		2	\$335.80
	Program 030000 - Main Totals		2	\$335.80
	Department 03 - City Clerk Totals		2	\$335.80
Department 04 - Economic & Sustainable Dev				
Program 040000 - Main				
Account 53170 - Mgt. Fee, Consultants, and Workshops				
6131 - Jane St John	04 - Consulting Services		04/05/2019	15,406.25
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		1	\$15,406.25
Account 53940 - Temporary Contractual Employee				
203 - Indiana University	04-Spring Spea Fellow Payment 2019		04/05/2019	2,919.57
	Account 53940 - Temporary Contractual Employee Totals		1	\$2,919.57
	Program 040000 - Main Totals		2	\$18,325.82
	Department 04 - Economic & Sustainable Dev Totals		2	\$18,325.82
Department 05 - Common Council				
Program 050000 - Main				
Account 52110 - Office Supplies				
651 - Engraving & Stamp Center, INC	05-Name tag for Cm. Rollo		04/05/2019	16.41
	Account 52110 - Office Supplies Totals		1	\$16.41
Account 53170 - Mgt. Fee, Consultants, and Workshops				
259 - Indiana Association Of Cities & Towns (AIM)	05-2019 Budget Workshop-I. Piedmont-Smith		04/05/2019	119.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		1	\$119.00
Account 53940 - Temporary Contractual Employee				
203 - Indiana University	05-Spring Spea Fellow Payment 2019		04/05/2019	608.43
	Account 53940 - Temporary Contractual Employee Totals		1	\$608.43
	Program 050000 - Main Totals		3	\$743.84
	Department 05 - Common Council Totals		3	\$743.84
Department 06 - Controller's Office				
Program 060000 - Main				
Account 53730 - Machinery and Equipment Rental				
371 - Pitney Bowes, INC	06-2019 Meter Rental		04/05/2019	120.00
	Account 53730 - Machinery and Equipment Rental Totals		1	\$120.00
Account 53940 - Temporary Contractual Employee				
203 - Indiana University	06-Spring Spea Fellow Payment 2019		04/05/2019	640.30
	Account 53940 - Temporary Contractual Employee Totals		1	\$640.30
Account 53990 - Other Services and Charges				
818 - Everywhere Signs, LLC	20- Bicentennial Honorary Street Signs		04/05/2019	1,600.00
	Account 53990 - Other Services and Charges Totals		1	\$1,600.00



Board of Public Works Claim Register

Invoice Date Range 03/25/19 - 04/05/19

Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
	Program 060000 - Main Totals		3	\$2,360.30
	Department 06 - Controller's Office Totals		3	\$2,360.30
Department 09 - CFRD Program 090000 - Main Account 52110 - Office Supplies 9523 - Freedom Business Solutions, LLC	09-black toner cartridge		04/05/2019	165.00
	Account 52110 - Office Supplies Totals		1	\$165.00
Account 52420 - Other Supplies 11693 - The Award Center, INC 11693 - The Award Center, INC	09-Name tag for Shatoyia Moss		04/05/2019	15.00
	09-BHM sponsorship plaque		04/05/2019	75.00
	Account 52420 - Other Supplies Totals		2	\$90.00
Account 53230 - Travel 4774 - RLJ Lodging II REIT Sub, LLC (Hilton Garden Inn)	09-BHM Gala-Guest Room for Eric Love		04/05/2019	174.00
	Account 53230 - Travel Totals		1	\$174.00
Account 53940 - Temporary Contractual Employee 203 - Indiana University	09-Spring Spea Fellow Payment 2019		04/05/2019	678.12
	Account 53940 - Temporary Contractual Employee Totals		1	\$678.12
	Program 090000 - Main Totals		5	\$1,107.12
	Department 09 - CFRD Totals		5	\$1,107.12
Department 10 - Legal Program 100000 - Main Account 46010 - Court Docket Fees Jordan Smith	10-over payment on parking tickets		04/05/2019	70.00
	Account 46010 - Court Docket Fees Totals		1	\$70.00
Account 52110 - Office Supplies 501 - Karl Clark (KC Designs) 6530 - Office Depot, INC	10 envelopes KC Design 3415		04/05/2019	100.00
	10 office supplies Office Depot 285352826001		04/05/2019	71.10
	Account 52110 - Office Supplies Totals		2	\$171.10
Account 53120 - Special Legal Services 608 - Krieg Devault, LLP 5267 - Meitus Gelbert Rose, LLP 199 - Monroe County Government	10 legal services Krieg Devault 475945		04/05/2019	2,500.00
	10 legal services Meitus Gelbert Rose 15067		04/05/2019	219.00
	10 copies of deeds and plats Recorders Office 32019-CBL		04/05/2019	80.00
	Account 53120 - Special Legal Services Totals		3	\$2,799.00
	Program 100000 - Main Totals		6	\$3,040.10
Program 101000 - Human Rights Account 52110 - Office Supplies 501 - Karl Clark (KC Designs)	10 envelopes KC Design 3415		04/05/2019	20.00
	Account 52110 - Office Supplies Totals		1	\$20.00
	Program 101000 - Human Rights Totals		1	\$20.00
	Department 10 - Legal Totals		7	\$3,060.10
Department 11 - Mayor's Office Program 110000 - Main Account 53210 - Telephone 13969 - AT&T Mobility II, LLC	11-cell phone charges-2/12-3/11/19		03/25/2019	41.40
	Account 53210 - Telephone Totals		1	\$41.40
Account 53940 - Temporary Contractual Employee 203 - Indiana University	11-Spring Spea Fellow Payment 2019		04/05/2019	653.20
	Account 53940 - Temporary Contractual Employee Totals		1	\$653.20
	Program 110000 - Main Totals		2	\$694.60
	Department 11 - Mayor's Office Totals		2	\$694.60
Department 12 - Human Resources Program 120000 - Main Account 52110 - Office Supplies 6530 - Office Depot, INC 6530 - Office Depot, INC	12-pens		04/05/2019	14.24
	12-erasers, post-it notes		04/05/2019	10.22
	Account 52110 - Office Supplies Totals		2	\$24.46
Account 53210 - Telephone 13969 - AT&T Mobility II, LLC	12-cell phone charges-2/12-3/11/19		03/25/2019	23.20
	Account 53210 - Telephone Totals		1	\$23.20
Account 53320 - Advertising 323 - Hoosier Times, INC	12-Job Ads Inv 022819		04/05/2019	536.46
	Account 53320 - Advertising Totals		1	\$536.46
Account 53940 - Temporary Contractual Employee 203 - Indiana University	12-Spring Spea Fellow Payment 2019		04/05/2019	547.59
	Account 53940 - Temporary Contractual Employee Totals		1	\$547.59
	Program 120000 - Main Totals		5	\$1,131.71



Board of Public Works Claim Register

Invoice Date Range 03/25/19 - 04/05/19

Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
Department 12 - Human Resources Totals			5	\$1,131.71
Department 13 - Planning				
Program 130000 - Main				
Account 43310 - Application Fee				
Jennifer Stuart	13-refund BZA application fee-CU/V-02-19-variance dropped		04/05/2019	100.00
	Account 43310 - Application Fee Totals		1	\$100.00
Account 52420 - Other Supplies				
6792 - VARI Sales Corporation	13 - Varidesk for Amir Farshchi		04/05/2019	355.50
	Account 52420 - Other Supplies Totals		1	\$355.50
Account 53170 - Mgt. Fee, Consultants, and Workshops				
8305 - Schmidt Associates, INC	13-City Architect-Proj. Review-services 2/1-2/28/2019		04/05/2019	1,441.25
5409 - VS Engineering, INC	13 - Temp Engineering Staff Support-services thru 1/31/19		04/05/2019	7,181.88
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		2	\$8,623.13
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	13-cell phone charges 2/12-3/11/19		03/25/2019	325.77
	Account 53210 - Telephone Totals		1	\$325.77
Account 53230 - Travel				
5070 - Roy E Aten	13- Per Diem/lodging/gas-Road School-3/5-3/6/19		04/05/2019	119.80
5494 - Daniel Aaron Backler	13- Per Diem-Road School-3/5-3/6/19		04/05/2019	89.00
6655 - Elizabeth Carter	13- Per Diem-Road School-3/5-3/6/19		04/05/2019	37.00
6655 - Elizabeth Carter	13-pkg garage fee-drop off claim check to INDOT		04/05/2019	8.00
6392 - Sara E Gomez	13- Per Diem-Road School-3/5-3/6/19		04/05/2019	74.00
5324 - Neil Henry Kopper	13- Per Diem/lodging-Road School-3/5-3/6/19		04/05/2019	144.14
	Account 53230 - Travel Totals		6	\$471.94
Account 53320 - Advertising				
1103 - American Planning Association, Indiana Chapter	13-Job Posting-2 weeks_Bicycle & Pedestrian Coordinator		04/05/2019	50.00
323 - Hoosier Times, INC	13-Legal publication_Ads #618251, #628590		04/05/2019	36.74
	Account 53320 - Advertising Totals		2	\$86.74
Account 53940 - Temporary Contractual Employee				
203 - Indiana University	13-Spring Spea Fellow Payment 2019		04/05/2019	1,139.10
	Account 53940 - Temporary Contractual Employee Totals		1	\$1,139.10
Account 53990 - Other Services and Charges				
6289 - Clarion Associates, LLC	13-Bloomington UDO-prof. services as of 1/31/2019		04/05/2019	10,067.83
199 - Monroe County Government	13 - February Copies-34		04/05/2019	34.00
	Account 53990 - Other Services and Charges Totals		2	\$10,101.83
	Program 130000 - Main Totals		16	\$21,204.01
	Department 13 - Planning Totals		16	\$21,204.01
Department 19 - Facilities Maintenance				
Program 190000 - Main				
Account 52240 - Fuel and Oil				
177 - Indiana Oxygen Company, INC	19-cylinder rental-small acetylene (SAL) & small HP (SHP)		04/05/2019	31.30
	Account 52240 - Fuel and Oil Totals		1	\$31.30
Account 52310 - Building Materials and Supplies				
651 - Engraving & Stamp Center, INC	19-name plates		04/05/2019	24.43
395 - Kirby Risk Corp	19-City Hall-ballast & 30pk bulbs		04/05/2019	29.07
394 - Kleindorfer Hardware & Variety	19-hose gasket, caps, plumbers grease		04/05/2019	82.56
5819 - Synchrony Bank	19-one-touch semi-automatic door stops, wall file organizer		04/05/2019	92.79
5819 - Synchrony Bank	19-one-touch semi-automatic door stops		04/05/2019	8.85
5819 - Synchrony Bank	19-easy-step door stops		04/05/2019	12.99
5819 - Synchrony Bank	19-easy pedal kickdown door stop		04/05/2019	10.00
4443 - The Sherwin Williams Company	19-ACC-paint for maintenance		04/05/2019	206.56
	Account 52310 - Building Materials and Supplies Totals		8	\$467.25
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Div.-cell phone charges 2/12-3/11/19, 2/12-3/6/19		03/25/2019	143.40
13969 - AT&T Mobility II, LLC	02-PW Div.-cell phone charges 2/6-3/11/19, 3/7-3/11/19		03/25/2019	37.14
	Account 53210 - Telephone Totals		2	\$180.54
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-3/15/2019		03/25/2019	7,259.52
	Account 53510 - Electrical Services Totals		1	\$7,259.52
Account 53610 - Building Repairs				
6378 - ANN-KRISS, LLC	19-CH-OOTM-water damaged drywall, repair/repaint window	BC 2019-14	04/05/2019	1,287.10
321 - Harrell Fish, INC	19-City Hall-HVAC repairs of cooling tower	BC 2019-23	04/05/2019	658.50
1537 - Indiana Door & Hardware Specialties, INC	19-FS#1-Deadbolt replacement	BC 2019-25	04/05/2019	163.00
5012 - Stanley Access Technologies, LLC	19-CH-repair of motor & control for interior entrance door		04/05/2019	1,504.76
	Account 53610 - Building Repairs Totals		4	\$3,613.36
Account 53990 - Other Services and Charges				



Board of Public Works Claim Register

Invoice Date Range 03/25/19 - 04/05/19

Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
818 - Everywhere Signs, LLC	19-name plates for Planning & Transportation Dept		04/05/2019	60.00
392 - Koorsen Fire & Security, INC	19-City Hall-December 2018 sprinkler inspection		04/05/2019	154.50
	Account 53990 - Other Services and Charges Totals		2	\$214.50
	Program 190000 - Main Totals		18	\$11,766.47
	Department 19 - Facilities Maintenance Totals		18	\$11,766.47
Department 28 - ITS				
Program 280000 - Main				
Account 52420 - Other Supplies				
337 - Stansifer Radio Co, INC	28-Network Adapters-2		04/05/2019	2.00
	Account 52420 - Other Supplies Totals		1	\$2.00
Account 53170 - Mgt. Fee, Consultants, and Workshops				
6765 - Berry Dunn McNeil & Parker, LLC	28-IT Strategic Plan Development-3/11/2019		04/05/2019	8,800.00
316 - GRW Engineers, INC	28-2018 Map Update		04/05/2019	11,920.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		2	\$20,720.00
Account 53210 - Telephone				
1079 - AT&T	28-long distance charges-3/9/2019-Inv. Ban #849494015-5		03/25/2019	285.47
1079 - AT&T	28-long distance charges 2/20-3/19/19-#812 339-2261 261		03/25/2019	5,080.61
13969 - AT&T Mobility II, LLC	28-cell phone charges 2/6-3/11/19, 3/7-3/11/19		03/25/2019	150.76
13969 - AT&T Mobility II, LLC	28-cell phone charges-2/12-3/11/19, 2/12-3/6/19		03/25/2019	586.29
	Account 53210 - Telephone Totals		4	\$6,103.13
	Program 280000 - Main Totals		7	\$26,825.13
	Department 28 - ITS Totals		7	\$26,825.13
	Fund 101 - General Fund (S0101) Totals		116	\$99,992.49
Fund 103 - Restricted Donations(ord 05-17)				
Department 06 - Controller's Office				
Program 400402 - Energy Data				
Account 53990 - Other Services and Charges				
3823 - Nolan Hunt Hendon	04 - Reimbursement for payment of WiX.com platform for		04/05/2019	132.00
	Account 53990 - Other Services and Charges Totals		1	\$132.00
	Program 400402 - Energy Data Totals		1	\$132.00
	Department 06 - Controller's Office Totals		1	\$132.00
	Fund 103 - Restricted Donations(ord 05-17) Totals		1	\$132.00
Fund 270 - CC Jack Hopkins NR17-42 (S0011)				
Department 05 - Common Council				
Program 050000 - Main				
Account 53960 - Grants				
1663 - Citizens for Community Justice	15-JH-projection coord. serv. for Med. Matters-11/26/18-		04/05/2019	4,432.65
	Account 53960 - Grants Totals		1	\$4,432.65
	Program 050000 - Main Totals		1	\$4,432.65
	Department 05 - Common Council Totals		1	\$4,432.65
	Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals		1	\$4,432.65
Fund 312 - Community Services				
Department 09 - CFRD				
Program 090003 - Com Serv - Status of Women				
Account 52420 - Other Supplies				
6284 - VTG Enterprises, LLC (PopKorn)	09-WHM Lunch popcorn-table giveaway		04/05/2019	200.00
	Account 52420 - Other Supplies Totals		1	\$200.00
Account 53960 - Grants				
6858 - Talya Smith	09-BCSW Leadership Scholarship Initiative recipient		04/05/2019	400.00
	Account 53960 - Grants Totals		1	\$400.00
Account 53990 - Other Services and Charges				
6732 - American Friends Service Committee	09-travel reimburse/org. donation-WHM Lunch keynote		04/05/2019	1,261.45
	Account 53990 - Other Services and Charges Totals		1	\$1,261.45
	Program 090003 - Com Serv - Status of Women Totals		3	\$1,861.45
Program 090014 - Latino Programs				
Account 52420 - Other Supplies				
5819 - Synchrony Bank	09-Tissue paper for Lotus Bazaar		04/05/2019	35.98
	Account 52420 - Other Supplies Totals		1	\$35.98
	Program 090014 - Latino Programs Totals		1	\$35.98
Program 090016 - Com Serv - Safe & Civil				
Account 52420 - Other Supplies				
11693 - The Award Center, INC	09-Commissioner name tags		04/05/2019	39.00
11693 - The Award Center, INC	09-Commissioner name tags		04/05/2019	29.25
	Account 52420 - Other Supplies Totals		2	\$68.25
Account 53960 - Grants				
6853 - Angela L Van Rooy	09-2019 BHM Essay Contest Winner -2nd Place		04/05/2019	300.00



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	Account 53960 - Grants Totals		1	\$300.00
Account 53990 - Other Services and Charges				
5872 - Dennis E Laffoon (Laffoon Design & Marketing)	09-Design BHM Gala Booklet		04/05/2019	600.00
	Account 53990 - Other Services and Charges Totals		1	\$600.00
	Program 090016 - Com Serv - Safe & Civil Totals		4	\$968.25
	Department 09 - CFRD Totals		8	\$2,865.68
	Fund 312 - Community Services Totals		8	\$2,865.68
Fund 401 - Non-Reverting Telecom (S1146)				
Department 25 - Telecommunications				
Program 256000 - Services				
Account 53640 - Hardware and Software Maintenance				
5534 - Presidio Holdings, INC	28-PS Engineer - Lenel Software Upgrade		04/05/2019	952.00
	Account 53640 - Hardware and Software Maintenance Totals		1	\$952.00
	Program 256000 - Services Totals		1	\$952.00
	Department 25 - Telecommunications Totals		1	\$952.00
	Fund 401 - Non-Reverting Telecom (S1146) Totals		1	\$952.00
Fund 450 - Local Road and Street(S0706)				
Department 20 - Street				
Program 200000 - Main				
Account 53520 - Street Lights / Traffic Signals				
223 - Duke Energy	02-Street Light Summary Electric bill-3/07/2019		03/25/2019	35,226.30
	Account 53520 - Street Lights / Traffic Signals Totals		1	\$35,226.30
	Program 200000 - Main Totals		1	\$35,226.30
	Department 20 - Street Totals		1	\$35,226.30
	Fund 450 - Local Road and Street(S0706) Totals		1	\$35,226.30
Fund 451 - Motor Vehicle Highway(S0708)				
Department 20 - Street				
Program 200000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
334 - Irving Materials, INC	20-Arden Dr-Class A Stone-4 cy-2/22/2019		04/05/2019	438.00
334 - Irving Materials, INC	20-3259 Southern-Class A Stone-2 cy-2/22/19		04/05/2019	203.00
334 - Irving Materials, INC	20-1210 Arlington-Class A Stone-2.5 cy-2/22/19		04/05/2019	253.75
334 - Irving Materials, INC	20-8th & Walnut-Class A Stone-6 cy-2/21/19		04/05/2019	657.00
334 - Irving Materials, INC	20-523 N Plymouth-Class A Stone-7 cy-2/22/19		04/05/2019	710.50
365 - Rogers Group, INC	20-cold mix-18.43 tons-2/14/2019		04/05/2019	2,027.30
365 - Rogers Group, INC	20-#53 stone comm-41.05 tons/cold mix-17.80 tons-3/6 &		04/05/2019	1,958.00
	Account 52330 - Street , Alley, and Sewer Material Totals		7	\$6,247.55
Account 52340 - Other Repairs and Maintenance				
294 - All-Phase Electric Supply, INC	20-signal repair on Kirkwood Avenue		04/05/2019	78.48
294 - All-Phase Electric Supply, INC	20-tape (stock) for signal repairs		04/05/2019	9.60
603 - Traffic Control Corporation	20-Image sensor cable for bike detection @ Walnut/Smith		04/05/2019	215.00
603 - Traffic Control Corporation	20-load switches, BIU & Reno S1200 mount amp for traffic		04/05/2019	1,836.00
3039 - Unistructural Support Systems, LTD	20-Signs post & sign anchors		04/05/2019	3,225.00
	Account 52340 - Other Repairs and Maintenance Totals		5	\$5,364.08
Account 52420 - Other Supplies				
409 - Black Lumber Co. INC	20-milling machine-railroad ties-3/18/19		04/05/2019	13.99
409 - Black Lumber Co. INC	20-hardware for repair fuel pumps-3/13/19		04/05/2019	10.26
409 - Black Lumber Co. INC	20-lexel clear 5.5 squeeze tube for signs-3/13/19		04/05/2019	5.99
3573 - Gary D Conder	20-Straw for sidewalk repairs-15 bales		04/05/2019	75.00
11243 - Core & Main, LP	20-Pipe for drainage on Rockcreek		04/05/2019	280.00
313 - Fastenal Company	20-safety supplies-gloves, earplugs, spray paint		04/05/2019	65.68
394 - Kleindorfer Hardware & Variety	20-milling machine-hammer		04/05/2019	16.99
394 - Kleindorfer Hardware & Variety	20-paving crew-4 sprayers		04/05/2019	103.96
	Account 52420 - Other Supplies Totals		8	\$571.87
Account 52430 - Uniforms and Tools				
313 - Fastenal Company	20-SawsAll Saw for concrete crew		04/05/2019	298.20
	Account 52430 - Uniforms and Tools Totals		1	\$298.20
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Div.-cell phone charges 2/12-3/11/19, 2/12-3/6/19		03/25/2019	147.13
13969 - AT&T Mobility II, LLC	02-PW Div.-cell phone charges 2/6-3/11/19, 3/7-3/11/19		03/25/2019	40.24
	Account 53210 - Telephone Totals		2	\$187.37
Account 53250 - Pagers				
332 - Indiana Paging Network, INC	20-Services for Snow Control Pagers-March 2019		04/05/2019	87.26
	Account 53250 - Pagers Totals		1	\$87.26
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-3/15/2019		03/25/2019	696.36



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	Account 53510 - Electrical Services Totals		1	\$696.36
Account 53630 - Machinery and Equipment Repairs 6001 - Bernath, LLC (Sealmaster)	20-Repairs on Falcon Hot Box		04/05/2019	874.53
	Account 53630 - Machinery and Equipment Repairs Totals		1	\$874.53
Account 53920 - Laundry and Other Sanitation Services 19171 - Aramark Uniform & Career Apparel Group, INC 19171 - Aramark Uniform & Career Apparel Group, INC 19171 - Aramark Uniform & Career Apparel Group, INC 19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-3/13/19 20-uniform rental (minus payroll ded)-3/13/19 20-mat/towel services-3/20/19 20-uniform rental (minus payroll ded)-3/20/19		04/05/2019 04/05/2019 04/05/2019 04/05/2019	27.43 19.41 27.43 19.41
	Account 53920 - Laundry and Other Sanitation Services Totals		4	\$93.68
Account 53950 - Landfill 52226 - Hoosier Transfer Station-3140	20-Landfill services for sweeper dumps-2/27/19		04/05/2019	946.43
	Account 53950 - Landfill Totals		1	\$946.43
Account 53990 - Other Services and Charges 5465 - Emergency Radio Service LLC (ERS-OCI Wireless) 5465 - Emergency Radio Service LLC (ERS-OCI Wireless) 902 - Indiana Underground Plant Protection Service, INC 6152 - K&S Rolloff, INC	20-Two Way Radio Communication Services-3/1/19 20-Two Way Radio Communication Services 20-IN 811 calls, monthly tickets-January 2019-726 tickets 20-Hauling Fees for Sweeper Dumps-2/27/19		04/05/2019 04/05/2019 04/05/2019 04/05/2019	340.00 2,248.15 670.70 150.00
	Account 53990 - Other Services and Charges Totals		4	\$3,408.85
	Program 200000 - Main Totals		35	\$18,776.18
	Department 20 - Street Totals		35	\$18,776.18
	Fund 451 - Motor Vehicle Highway(S0708) Totals		35	\$18,776.18
Fund 452 - Parking Facilities(S9502) Department 26 - Parking Program 260000 - Main Account 52240 - Fuel and Oil 177 - Indiana Oxygen Company, INC	26-LP cyclinder rental for parking garage tenants		04/05/2019	9.80
	Account 52240 - Fuel and Oil Totals		1	\$9.80
Account 52310 - Building Materials and Supplies 394 - Kleindorfer Hardware & Variety	02-Pkg Garages-light bulbs for office		04/05/2019	8.98
	Account 52310 - Building Materials and Supplies Totals		1	\$8.98
Account 52340 - Other Repairs and Maintenance 3588 - Cintas Corporation (Cintas #529 EFT Vendor) Reise Officer	02-Pkg Garages-replacement uniforms Ass't Pkg Manager 02-Morton St Garage-reimb. repair work to car/rental car-		04/05/2019 04/05/2019	49.94 1,874.10
	Account 52340 - Other Repairs and Maintenance Totals		2	\$1,924.04
Account 52420 - Other Supplies 3397 - Evens Time, INC	02-Pkg Garages-receipt paper for pay machine		04/05/2019	631.60
	Account 52420 - Other Supplies Totals		1	\$631.60
Account 52430 - Uniforms and Tools 394 - Kleindorfer Hardware & Variety	26-Pkg Garages-tool purchase for 2019		04/05/2019	804.84
	Account 52430 - Uniforms and Tools Totals		1	\$804.84
Account 53210 - Telephone 1079 - AT&T 13969 - AT&T Mobility II, LLC	02-Pkg Garages-phone charges 2/8-3/7/19 02-Pkg Garages-cell phone charges 2/12-3/11/19		03/25/2019 03/25/2019	431.76 144.73
	Account 53210 - Telephone Totals		2	\$576.49
Account 53510 - Electrical Services 223 - Duke Energy	19-CH/off site facilities-electric summary bill-3/15/2019		03/25/2019	5,182.14
	Account 53510 - Electrical Services Totals		1	\$5,182.14
Account 53610 - Building Repairs 3397 - Evens Time, INC	02-Walnut St Garage-repair exit gate arm		04/05/2019	320.00
	Account 53610 - Building Repairs Totals		1	\$320.00
	Program 260000 - Main Totals		10	\$9,457.89
	Department 26 - Parking Totals		10	\$9,457.89
	Fund 452 - Parking Facilities(S9502) Totals		10	\$9,457.89
Fund 600 - Cum Cap Improvement (CIG)(S2379) Department 02 - Public Works Program 020000 - Main Account 52330 - Street , Alley, and Sewer Material 365 - Rogers Group, INC 365 - Rogers Group, INC	20-#53 stone commercial-6.19 tons-3/7/2019 20-#53 stone comm-41.05 tons/cold mix-17.80 tons-3/6 &		04/05/2019 04/05/2019	43.02 240.15
	Account 52330 - Street , Alley, and Sewer Material Totals		2	\$283.17
	Program 020000 - Main Totals		2	\$283.17
	Department 02 - Public Works Totals		2	\$283.17
	Fund 600 - Cum Cap Improvement (CIG)(S2379) Totals		2	\$283.17
Fund 601 - Cum Cap Development(S2391) Department 02 - Public Works				



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Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
19278 - Milestone Contractors, LP	20-surface-patching-39.08 tons-3/11-3/15/19	BC 2018-63B	04/05/2019	1,670.69
	Account 52330 - Street , Alley, and Sewer Material Totals		1	<u>\$1,670.69</u>
	Program 020000 - Main Totals		1	<u>\$1,670.69</u>
	Department 02 - Public Works Totals		1	<u>\$1,670.69</u>
Department 13 - Planning				
Program 130000 - Main				
Account 54110 - Land Purchase				
Glick Arlington Park, LLC	13-West 17th Street Right of Way		04/05/2019	24,655.00
	Account 54110 - Land Purchase Totals		1	<u>\$24,655.00</u>
	Program 130000 - Main Totals		1	<u>\$24,655.00</u>
	Department 13 - Planning Totals		1	<u>\$24,655.00</u>
	Fund 601 - Cum Cap Development(S2391) Totals		2	<u>\$26,325.69</u>
Fund 730 - Solid Waste (S6401)				
Department 16 - Sanitation				
Program 160000 - Main				
Account 52420 - Other Supplies				
313 - Fastenal Company	16-safety supplies-gloves, mix sticks, safety glasses		04/05/2019	413.30
	Account 52420 - Other Supplies Totals		1	<u>\$413.30</u>
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Div.-cell phone charges 2/12-3/11/19, 2/12-3/6/19		03/25/2019	394.68
13969 - AT&T Mobility II, LLC	02-PW Div.-cell phone charges 2/6-3/11/19, 3/7-3/11/19		03/25/2019	120.94
	Account 53210 - Telephone Totals		2	<u>\$515.62</u>
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-3/15/2019		03/25/2019	216.54
	Account 53510 - Electrical Services Totals		1	<u>\$216.54</u>
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-3/20/19		04/05/2019	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-3/20/2019		04/05/2019	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-3/13/2019		04/05/2019	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-3/13/2019		04/05/2019	32.67
	Account 53920 - Laundry and Other Sanitation Services Totals		4	<u>\$101.81</u>
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-trash disposal fees 2/16-2/28/19		04/05/2019	12,063.22
52226 - Hoosier Transfer Station-3140	16-recycling fees 2/18-2/28/19		04/05/2019	3,384.75
	Account 53950 - Landfill Totals		2	<u>\$15,447.97</u>
	Program 160000 - Main Totals		10	<u>\$16,695.24</u>
	Department 16 - Sanitation Totals		10	<u>\$16,695.24</u>
	Fund 730 - Solid Waste (S6401) Totals		10	<u>\$16,695.24</u>
Fund 800 - Risk Management(S0203)				
Department 10 - Legal				
Program 100000 - Main				
Account 52110 - Office Supplies				
501 - Karl Clark (KC Designs)	10 envelopes KC Design 3415		04/05/2019	40.00
4142 - Emergency Medical Products, INC	10 battery for equipment Emergency Medical 2059450		04/05/2019	250.00
	Account 52110 - Office Supplies Totals		2	<u>\$290.00</u>
Account 52430 - Uniforms and Tools				
327 - Hoosier Workwear Outlet, INC	10 shoes Hoosier Workwear inv3442		04/05/2019	100.00
327 - Hoosier Workwear Outlet, INC	10 shoes Hoosier Workwear 350905		04/05/2019	100.00
327 - Hoosier Workwear Outlet, INC	10 shoes Hoosier Workwear 350859		04/05/2019	99.99
	Account 52430 - Uniforms and Tools Totals		3	<u>\$299.99</u>
Account 53130 - Medical				
6433 - Larry Dean Armes	10 CDL physical 2019 reimbursement armes		04/05/2019	90.00
17716 - Ronald R Arthur	10 CDL physical 2019 reimbursement Arthur		04/05/2019	89.00
6860 - Adam R Edwards	10 CDL physical 2019 reimbursement Adam Edwards		04/05/2019	90.00
2511 - Kevin Lee Prince	10 CDL physical 2019 reimbursement prince		04/05/2019	89.00
	Account 53130 - Medical Totals		4	<u>\$358.00</u>
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	10-cell phone charges-2/12-3/11/19		03/25/2019	59.07
	Account 53210 - Telephone Totals		1	<u>\$59.07</u>
	Program 100000 - Main Totals		10	<u>\$1,007.06</u>
	Department 10 - Legal Totals		10	<u>\$1,007.06</u>
	Fund 800 - Risk Management(S0203) Totals		10	<u>\$1,007.06</u>
Fund 801 - Health Insurance Trust				
Department 12 - Human Resources				



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Program 120000 - Main				
Account 53990 - Other Services and Charges				
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees		04/05/2019	1,063.50
	Account 53990 - Other Services and Charges Totals		1	<u>\$1,063.50</u>
	Program 120000 - Main Totals		1	<u>\$1,063.50</u>
	Department 12 - Human Resources Totals		1	<u>\$1,063.50</u>
	Fund 801 - Health Insurance Trust Totals		1	<u>\$1,063.50</u>
Fund 802 - Fleet Maintenance(\$9500)				
Department 17 - Fleet Maintenance				
Program 170000 - Main				
Account 52210 - Institutional Supplies				
313 - Fastenal Company	17 - first aid bandages wipes and tool cart		04/05/2019	21.61
	Account 52210 - Institutional Supplies Totals		1	<u>\$21.61</u>
Account 52230 - Garage and Motor Supplies				
50605 - Bauer Built, INC	17-stock tires		04/05/2019	1,193.09
4693 - Monroe County Tire & Supply, INC	17 - #507 tires		04/05/2019	401.20
4693 - Monroe County Tire & Supply, INC	17 - #604 Tires		04/05/2019	1,212.48
	Account 52230 - Garage and Motor Supplies Totals		3	<u>\$2,806.77</u>
Account 52240 - Fuel and Oil				
4046 - Heritage-Crystal Clean, INC	17-fluids bulk		04/05/2019	464.44
349 - White River Cooperative, INC	17 - Unleaded and Diesel Fuels	BC 2018-78D	04/05/2019	18,721.69
	Account 52240 - Fuel and Oil Totals		2	<u>\$19,186.13</u>
Account 52320 - Motor Vehicle Repair				
244 - Bloomington Ford, INC	17-#380 fuel filter bowl and orings		04/05/2019	407.11
244 - Bloomington Ford, INC	17 - #P138 tank assy		04/05/2019	80.25
244 - Bloomington Ford, INC	17-#496 hose assy		04/05/2019	137.55
244 - Bloomington Ford, INC	17-#p125 oil pan and sealant		04/05/2019	127.61
244 - Bloomington Ford, INC	17-#9125 door moulding		04/05/2019	51.88
244 - Bloomington Ford, INC	17-parts return (1775)		04/05/2019	(35.72)
244 - Bloomington Ford, INC	17-#p135 spark plugs, boots and gasket		04/05/2019	70.00
4335 - Circle Distributing, INC	17 - 843- 843 compressor		04/05/2019	233.51
4335 - Circle Distributing, INC	17 - ac tube assy		04/05/2019	85.80
4335 - Circle Distributing, INC	17-#697 trans filter		04/05/2019	32.77
4335 - Circle Distributing, INC	17 - stock brake rotors and filters		04/05/2019	600.64
4466 - Clarke Power Services, INC	17 - #437 transmission pan		04/05/2019	389.79
594 - Curry Auto Center, INC	17 - 199H actuator		04/05/2019	25.30
51827 - Fire Service, INC	17-#391 outrigger cover		04/05/2019	1,176.10
613 - Hoosier Penn Oil Company, INC	17-stock bulk oil		04/05/2019	3,303.46
796 - Interstate Battery System of Bloomington, INC	17-batteries		04/05/2019	522.12
796 - Interstate Battery System of Bloomington, INC	17-batteries		04/05/2019	99.00
11672 - Jack Doheny Companies, INC	17 - #464 weld fitting		04/05/2019	76.44
11672 - Jack Doheny Companies, INC	17-#467 filter		04/05/2019	192.18
4474 - Ken's Westside Service & Towing, LLC	17-towing services		04/05/2019	50.00
4474 - Ken's Westside Service & Towing, LLC	17-towing services		04/05/2019	50.00
394 - Kleindorfer Hardware & Variety	17 - #964 misc hardware		04/05/2019	19.35
394 - Kleindorfer Hardware & Variety	17-shop and misc nuts and bolts		04/05/2019	18.80
394 - Kleindorfer Hardware & Variety	17-shop and misc nuts and bolts		04/05/2019	39.98
2974 - MacAllister Machinery Co, INC	17-#603 sensor and seal		04/05/2019	169.27
2974 - MacAllister Machinery Co, INC	17-#603 sensor and seal		04/05/2019	68.96
4693 - Monroe County Tire & Supply, INC	17-#472/696 tires		04/05/2019	280.50
4693 - Monroe County Tire & Supply, INC	17-#472/696 tires		04/05/2019	212.56
53385 - O'Reilly Automotive Stores, INC	17 - #645 climate control module		04/05/2019	277.94
53385 - O'Reilly Automotive Stores, INC	17 - core return		04/05/2019	(192.00)
6216 - Terminal Supply, INC	17-stock lighting, fuses, nuts and bolts		04/05/2019	4.58
6216 - Terminal Supply, INC	17-stock lighting, fuses, nuts and bolts		04/05/2019	596.27
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - #962 mirror		04/05/2019	217.17
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#423 output shaft		04/05/2019	57.32
4398 - TruckPro Holding Corporation	17-#423 ujoints		04/05/2019	235.12
4398 - TruckPro Holding Corporation	17-core return (1050)		04/05/2019	(90.00)
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-#674 alternator		04/05/2019	167.62
2096 - West Side Tractor Sales CO.	17-#730 coolant sensor, monitor and knob		04/05/2019	1,856.60
2096 - West Side Tractor Sales CO.	17 - #866 filter		04/05/2019	10.07
2096 - West Side Tractor Sales CO.	17-#730 ign switch/filters		04/05/2019	70.53
2096 - West Side Tractor Sales CO.	17-#730 ign switch/filters		04/05/2019	164.14
2096 - West Side Tractor Sales CO.	17-#662 cutting edge and hardware		04/05/2019	237.24
2096 - West Side Tractor Sales CO.	17-#730 seal		04/05/2019	10.65



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Account 52320 - Motor Vehicle Repair Totals			43	\$12,108.46
Account 52420 - Other Supplies				
4150 - Alexander's LLC	17-shop supplies, d ring supply for service truck		04/05/2019	71.40
409 - Black Lumber Co. INC	17 - shop saw blade		04/05/2019	14.99
409 - Black Lumber Co. INC	17-shop supplies		04/05/2019	13.56
313 - Fastenal Company	17 - first aid bandages wipes and tool cart		04/05/2019	103.26
177 - Indiana Oxygen Company, INC	17-torch, other		04/05/2019	114.52
Account 52420 - Other Supplies Totals			5	\$317.73
Account 53160 - Instruction				
4335 - Circle Distributing, INC	17 - gm training		04/05/2019	50.00
Account 53160 - Instruction Totals			1	\$50.00
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Div.-cell phone charges 2/12-3/11/19, 2/12-3/6/19		03/25/2019	32.62
13969 - AT&T Mobility II, LLC	02-PW Div.-cell phone charges 2/6-3/11/19, 3/7-3/11/19		03/25/2019	10.06
Account 53210 - Telephone Totals			2	\$42.68
Account 53230 - Travel				
4878 - James M Smith	17 - reimbursenet for parking for the truck show		04/05/2019	14.00
Account 53230 - Travel Totals			1	\$14.00
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-3/15/2019		03/25/2019	368.27
Account 53510 - Electrical Services Totals			1	\$368.27
Account 53620 - Motor Repairs				
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-#957 repairs, level sensors kit		04/05/2019	461.06
Account 53620 - Motor Repairs Totals			1	\$461.06
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		04/05/2019	15.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		04/05/2019	65.66
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		04/05/2019	65.66
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		04/05/2019	15.89
Account 53920 - Laundry and Other Sanitation Services Totals			4	\$163.10
Program 170000 - Main Totals			64	\$35,539.81
Department 17 - Fleet Maintenance Totals			64	\$35,539.81
Fund 802 - Fleet Maintenance(\$9500) Totals			64	\$35,539.81
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		03/25/2019	52.35
17785 - The Howard E. Nyhart Company, INC	12-City URM		03/25/2019	468.83
17785 - The Howard E. Nyhart Company, INC	12-City URM		03/25/2019	50.42
17785 - The Howard E. Nyhart Company, INC	12-City URM		03/26/2019	732.90
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC		03/26/2019	838.18
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		03/27/2019	483.06
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		03/28/2019	490.98
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals			7	\$3,116.72
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City				
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC		03/26/2019	192.00
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals			1	\$192.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		03/25/2019	75.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		03/27/2019	75.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		03/28/2019	83.59
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals			3	\$233.59
Account 53990.1283 - Other Services and Charges Health Savings Account				
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions		03/28/2019	17,549.59
Account 53990.1283 - Other Services and Charges Health Savings Account Totals			1	\$17,549.59
Program 120000 - Main Totals			12	\$21,091.90
Department 12 - Human Resources Totals			12	\$21,091.90
Fund 804 - Insurance Voluntary Trust Totals			12	\$21,091.90
Fund 978 - City 2016 GO Bond Proceeds				
Department 06 - Controller's Office				
Program 06016A - 2016 A Signal Modernization				
Account 54510 - Other Capital Outlays				
20 - Lochmueller Group, INC	13-17th/Dunn Intersection-services thru 1/31/2019	BC 2017-71	04/05/2019	13,565.83
Account 54510 - Other Capital Outlays Totals			1	\$13,565.83
Program 06016A - 2016 A Signal Modernization Totals			1	\$13,565.83



Board of Public Works Claim Register

Invoice Date Range 03/25/19 - 04/05/19

Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
Program 06016B - 2016 B Ped/Signal/Intersection				
Account 54510 - Other Capital Outlays				
3663 - WSP USA, INC	13-Sare Rd. Path & Intersection Proj-12/15/18-2/15/19	BC 2018-04B	04/05/2019	34,629.59
	Account 54510 - Other Capital Outlays Totals		1	<u>\$34,629.59</u>
	Program 06016B - 2016 B Ped/Signal/Intersection Totals		1	<u>\$34,629.59</u>
	Department 06 - Controller's Office Totals		2	<u>\$48,195.42</u>
	Fund 978 - City 2016 GO Bond Proceeds Totals		2	<u>\$48,195.42</u>
			276	<u>\$322,036.98</u>



Board of Public Works Claim Register

Invoice Date Range 03/20/19 - 03/20/19

Utilities

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 52210 - Institutional Supplies										
4574 - John Deere Financial (Rural King)	D56562	01-litter-pellet bedding 40lb bags-10-2/12/19	Paid by Check # 69347		03/20/2019	03/20/2019	03/20/2019		03/20/2019	44.90
4574 - John Deere Financial (Rural King)	D63308	01-litter-pellet bedding 40lb bags-6-2/19/19	Paid by Check # 69347		03/20/2019	03/20/2019	03/20/2019		03/20/2019	35.94
4574 - John Deere Financial (Rural King)	D70318	01-litter-pellet bedding 40lb bags-10-2/26/19	Paid by Check # 69347		03/20/2019	03/20/2019	03/20/2019		03/20/2019	44.90
4574 - John Deere Financial (Rural King)	D76978	01-canned dog food- 3/4/19	Paid by Check # 69347		03/20/2019	03/20/2019	03/20/2019		03/20/2019	53.28
4574 - John Deere Financial (Rural King)	D77752	01-litter-pellet bedding 40lb bags-8-3/5/19	Paid by Check # 69347		03/20/2019	03/20/2019	03/20/2019		03/20/2019	35.92
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 5	<u>\$214.94</u>
								Program 010000 - Main Totals	Invoice Transactions 5	<u>\$214.94</u>
								Department 01 - Animal Shelter Totals	Invoice Transactions 5	<u>\$214.94</u>
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 52310 - Building Materials and Supplies										
4574 - John Deere Financial (Rural King)	D79507	19- Garbage Bags	Paid by Check # 69347		03/20/2019	03/20/2019	03/20/2019		03/20/2019	16.99
								Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 1	<u>\$16.99</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities										
	CITYHALL-FEB 19'	19-City Hall-water/sewer bill-February 2019	Paid by Check # 69335		03/20/2019	03/20/2019	03/29/2019		03/20/2019	621.49
								Account 53530 - Water and Sewer Totals	Invoice Transactions 1	<u>\$621.49</u>
								Program 190000 - Main Totals	Invoice Transactions 2	<u>\$638.48</u>
								Department 19 - Facilities Maintenance Totals	Invoice Transactions 2	<u>\$638.48</u>
								Fund 101 - General Fund (S0101) Totals	Invoice Transactions 7	<u>\$853.42</u>
Fund 401 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 53150 - Communications Contract										
4170 - Comcast Cable Communications, INC	11907822000313 19	18-3550 N. Kinser Pike Business Services	Paid by Check # 69341		03/20/2019	03/20/2019	03/20/2019		03/20/2019	106.85
								Account 53150 - Communications Contract Totals	Invoice Transactions 1	<u>\$106.85</u>
								Program 256000 - Services Totals	Invoice Transactions 1	<u>\$106.85</u>
								Department 25 - Telecommunications Totals	Invoice Transactions 1	<u>\$106.85</u>
								Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice Transactions 1	<u>\$106.85</u>
Fund 450 - Local Road and Street(S0706)										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	79103921010- 3/19	02-Cottage Grove-LED upgrade costs-3/13/2019	Paid by Check # 69342		03/20/2019	03/20/2019	03/29/2019		03/20/2019	5,709.12
223 - Duke Energy	93603608028- 3/19	02-10th & Union-traffic signal chqs 2/7-3/8/19	Paid by Check # 69343		03/20/2019	03/20/2019	03/29/2019		03/20/2019	42.27
223 - Duke Energy	TRFSIGN-031119	02-Traffic Signal Summary electric bill-bill	Paid by Check # 69344		03/20/2019	03/20/2019	03/29/2019		03/20/2019	2,991.16
								Account 53520 - Street Lights / Traffic Signals Totals	Invoice Transactions 3	<u>\$8,742.55</u>
								Program 200000 - Main Totals	Invoice Transactions 3	<u>\$8,742.55</u>
								Department 20 - Street Totals	Invoice Transactions 3	<u>\$8,742.55</u>
								Fund 450 - Local Road and Street(S0706) Totals	Invoice Transactions 3	<u>\$8,742.55</u>
Fund 451 - Motor Vehicle Highway(S0708)										
Department 20 - Street										
Program 200000 - Main										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	FRHYDRT-FEB 2019	19-Street Dept-Fire Hydrant meter-	Paid by Check # 69335		03/20/2019	03/20/2019	03/29/2019		03/20/2019	46.41
								Account 53530 - Water and Sewer Totals	Invoice Transactions 1	<u>\$46.41</u>
Account 53540 - Natural Gas										
222 - Vectren										
	52414143- 030619	19-Traffic Bldg-gas bill 2/6-3/6/19	Paid by Check # 69348		03/20/2019	03/20/2019	03/29/2019		03/20/2019	331.54
222 - Vectren	52418247- 030619	19-Street Dept-gas bill 2/6-3/6/19	Paid by Check # 69348		03/20/2019	03/20/2019	03/29/2019		03/20/2019	516.26
								Account 53540 - Natural Gas Totals	Invoice Transactions 2	<u>\$847.80</u>
								Program 200000 - Main Totals	Invoice Transactions 3	<u>\$894.21</u>
								Department 20 - Street Totals	Invoice Transactions 3	<u>\$894.21</u>
								Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice Transactions 3	<u>\$894.21</u>
Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	MRTNGAR-FEB 2019	19-Morton St Garage- water/sewer bill-	Paid by Check # 69335		03/20/2019	03/20/2019	03/29/2019		03/20/2019	27.48
208 - City Of Bloomington Utilities	4THSTGAR-FEB 19'	19-4th Street Garage- water/sewer bill-	Paid by Check # 69335		03/20/2019	03/20/2019	03/29/2019		03/20/2019	104.43
								Account 53530 - Water and Sewer Totals	Invoice Transactions 2	<u>\$131.91</u>
								Program 260000 - Main Totals	Invoice Transactions 2	<u>\$131.91</u>
								Department 26 - Parking Totals	Invoice Transactions 2	<u>\$131.91</u>



Board of Public Works Claim Register

Invoice Date Range 03/20/19 - 03/20/19

Utilities

				Fund 452 - Parking Facilities(S9502) Totals		Invoice Transactions 2		\$131.91
Fund 801 - Health Insurance Trust								
Department 12 - Human Resources								
Program 120000 - Main								
Account 53990.1201 - Other Services and Charges Health Insurance								
3908 - CIGNA Healthcare	03192019	12-Cigna Dental Claims	Paid by EFT #	03/20/2019	03/20/2019	03/20/2019	03/20/2019	42,975.73
		Funding \$42,975.73	28074					
				Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice Transactions 1		\$42,975.73
				Program 120000 - Main Totals		Invoice Transactions 1		\$42,975.73
				Department 12 - Human Resources Totals		Invoice Transactions 1		\$42,975.73
				Fund 801 - Health Insurance Trust Totals		Invoice Transactions 1		\$42,975.73
Fund 802 - Fleet Maintenance(S9500)								
Department 17 - Fleet Maintenance								
Program 170000 - Main								
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	FLEET-FEB 2019	19-Fleet Maint-water/sewer bill-	Paid by Check #	03/20/2019	03/20/2019	03/29/2019	03/20/2019	104.18
			69335					
				Account 53530 - Water and Sewer Totals		Invoice Transactions 1		\$104.18
Account 53540 - Natural Gas								
222 - Vectren	51863666-030619	19-Fleet Maint-gas bill	Paid by Check #	03/20/2019	03/20/2019	03/29/2019	03/20/2019	731.36
		2/6-3/6/19	69348					
				Account 53540 - Natural Gas Totals		Invoice Transactions 1		\$731.36
				Program 170000 - Main Totals		Invoice Transactions 2		\$835.54
				Department 17 - Fleet Maintenance Totals		Invoice Transactions 2		\$835.54
				Fund 802 - Fleet Maintenance(S9500) Totals		Invoice Transactions 2		\$835.54
Fund 804 - Insurance Voluntary Trust								
Department 12 - Human Resources								
Program 120000 - Main								
Account 53990.1271 - Other Services and Charges Section 125 - URM- City								
17785 - The Howard E. Nyhart Company, INC	031919daily	12-City/Util URM	Paid by EFT #	03/20/2019	03/20/2019	03/20/2019	03/20/2019	170.11
			28071					
				Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		Invoice Transactions 1		\$170.11
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util								
17785 - The Howard E. Nyhart Company, INC	031919daily	12-City/Util URM	Paid by EFT #	03/20/2019	03/20/2019	03/20/2019	03/20/2019	20.00
			28071					
				Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		Invoice Transactions 1		\$20.00
				Program 120000 - Main Totals		Invoice Transactions 2		\$190.11
				Department 12 - Human Resources Totals		Invoice Transactions 2		\$190.11
				Fund 804 - Insurance Voluntary Trust Totals		Invoice Transactions 2		\$190.11
				Grand Totals		Invoice Transactions 21		\$54,730.32



Board of Public Works Claim Register

Invoice Date Range 03/18/19 - 03/18/19

Sales Tax February 2019

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 43510 - Bicentennial SWAG Taxable (Retail)										
204 - State Of Indiana	Feb 19 Sales Tax	18-February 2019 Sales and FB Tax	Paid by EFT # 28073		03/18/2019	03/18/2019	03/18/2019		03/18/2019	.48
Account 43510 - Bicentennial SWAG Taxable (Retail) Totals							Invoice Transactions 1		<u>\$0.48</u>	
Program 060000 - Main Totals							Invoice Transactions 1		<u>\$0.48</u>	
Department 06 - Controller's Office Totals							Invoice Transactions 1		<u>\$0.48</u>	
Fund 101 - General Fund (S0101) Totals							Invoice Transactions 1		<u>\$0.48</u>	
Grand Totals							Invoice Transactions 6		<u>\$0.48</u>	

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/5/2019	Bank Fees				322,036.98
3/20/2019	Claims				54,730.32
	Special Utility Claims				
	Month Of February HSA/WorkComp/MT & Gym/CIGNA				
3/18/2019	Sales Tax For February 2019				0.48
					<u><u>376,767.78</u></u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$ 376,767.78**

Dated this 2nd **day of** April **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 Office _____