

Board of Public Works Meeting
November 12, 2019



AGENDA
BOARD OF PUBLIC WORKS
November 12, 2019

A Regular Meeting of the Board of Public Work to be held Tuesday, November 12, 2019 at 5:30 p.m., in the Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. CONSENT AGENDA

1. Approval of Minutes – October 29, 2019
2. Resolution 2019 – 103: Approve 2019 Canopy of Lights (Friday, November 29th)
3. Approve Noise Permit for Switchyard Park Grand Opening
(Saturday, November 16 & Sunday, November 17, 2019)
4. Approve 2020 Service Agreements for Maintenance, Repair, and Services at City Facilities
5. Approval of Payroll

IV. NEW BUSINESS

1. Approve Preliminary Engineering Contract with VS Engineering, Inc. for the 11th/Walnut and 14th/Walnut Signal Installation Project
2. Approve INDOT-LPA Local Roads and Bridges Matching Grant Agreement
3. Approve Memorandum of Understanding with the City of Bloomington Utilities Department Regarding Pedestrian Bridge Installation on the Sare Road Multiuse Path and Intersections Improvements Project
4. Approve Request from Goodman Construction for Temporary Road & Sidewalk Closure on S. Rogers for Utility Work (Tuesday, November 19 to Thursday, November 21, 2019)

V. STAFF REPORTS & OTHER BUSINESS

VI. APPROVAL OF CLAIMS

VII. ADJOURNMENT

The Board of Public Works meeting was held on Tuesday, October 29, 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: Adam Wason – Public Works
Christina Smith – Public Works
Michael Large – Public Works
Jacquelyn Moore – City Legal
Sean Starowitz – Economic and Sustainable Development
Neil Kopper – Planning and Transportation
Roy Aten – Planning and Transportation
Matt Smethurst – Planning and Transportation
Russell White – Planning and Transportation
Ryan Daily – Parking Garage Operations

Vice President Hollingsworth thanked staff that worked diligently to fix all of the vandalized parking meters over the weekend.

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

CONSENT AGENDA

1. Approval of Minutes – October 15, 2019
2. Resolution 2019-100: Approve Renewal of Mobile Vendor License to Operate in the Public Right – of - Way (Wevers Smoke Eaters BBQ LLC Truck #1)
3. Resolution 2019-101: Approve Renewal of Mobile Vendor License to Operate in the Public Right – of - Way (Pili's Party Taco LLC Truck #1)
4. Approve Addendum #3 to the 2016 Agreement for Purchase and Delivery of Fuel with Al Warren Oil, Heritage Petroleum, Petroleum Traders and White River CO-OP
5. Approval of 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

Sean Starowitz, Economic and Sustainable Development, presented Resolution 2019-102: Approve 1st Annual Freezefest Ice Carving Festival (January 6-12, 2020). See meeting packet for details.

**Resolution 2019-102:
Approve 1st Annual
Freezefest Ice Carving
Festival (January 6-12,
2020)**

Public Comments: Kelly Boatman, Freezefest representative, addressed the Board to answer any question. Hollingsworth asked how many ice carvers the event expected. Boatman stated they will have five carvers coming to the event. Boatman says these carvers are affiliated with Ice of America. This is not a competition but a demonstration of the carver's abilities. The ice sculptors are being paid for their services. Hollingsworth asked if there was a contingency plan if it were seventy degrees. Boatman stated the event would go on as planned if weather was above freezing.

Palazzo made a motion to approve 1st annual Freezefest Ice Carving Festival. Hollingsworth seconded the motion. Motion is passed.

Neil Kopper, Planning and Transportation, presented Preliminary Engineering Contract with Bynum Fanyo & Associates, Inc. for the 14th Street Sidewalk Project. See meeting packet for details.

**Approve Preliminary
Engineering Contract with
Bynum Fanyo &
Associates, Inc. for the
14th Street Sidewalk
Project**

Board Comments: Hollingsworth asked if they were selecting this consultant even though the project had not yet received funding. Kopper confirmed and explained that construction funding for the project would be allocated in a future funding cycle.

Hollingsworth made a motion to approve Preliminary Engineering Contract with Bynum Fanyo & Associates, Inc. for the 14th Street Sidewalk Project. Palazzo seconded the motion. Motion is passed.

Russell White, Planning and Transportation, presented Revised Change Order #1 with Monroe, LLC for Mitchell Street Sidewalk Project. See meeting packet for details.

**Approve Revised Change
Order #1 with Monroe,
LLC for Mitchell Street
Sidewalk Project**

Board Comments: Cox Deckard ask White to clarify the financial figures on the Change Order #1. Cox Deckard stated that the amounts are not working out to be the final total of the payout. White elaborated on the individual cost, including liquidated damages. White explained the document only details the final payout. Cox Deckard asked if the Board could get a copy of the complete financials. White assured the Board that he would provide them with the financial documents. Cox Deckard stated that they could work through the details. Cox Deckard wanted to ensure the payout amount was the \$237,158.07 to which White agreed that it would be. White stated that the vendor had signed documents prepared by City staff and the final payout would be the \$237,158.07.

Palazzo made a motion to Approve Revised Change Order #1 with Monroe, LLC for Mitchell Street Sidewalk Project. Hollingsworth seconded the motion. Motion is passed.

Matt Smethurst, Planning and Transportation, presented Change Order #3 with Reed & Sons Construction for W. 17th Street Reconstruction Project. See meeting packet for details.

Approve Change Order #3 with Reed & Sons Construction for W. 17th Street Reconstruction Project

Board Comments: Hollingsworth asked if this would be the last change order for rock removal. Smethurst stated that it was his opinion that the rock removal is complete. Hollingsworth asked if this project was funded through TIF funding. Smethurst said this project is funded through INDOT in which the City would be reimbursed. Adam Wason, Public Works, stated this project is actually funded through three sources. Smethurst stated that funds are TIF funded through the Redevelopment Commission, an interlocal government agreement with INDOT, and matched through a Community Crossing Grant.

Hollingsworth made a motion to Approve Change Order #3 with Reed & Sons Construction for W. 17th Street Reconstruction Project. Palazzo seconded the motion. Motion is passed.

Roy Aten, Planning and Transportation, presented Request from Indiana University to Close a Portion of N. Walnut Grove Avenue for North Student Housing Project. See meeting packet for details.

Approve Request from Indiana University to Close a Portion of N. Walnut Grove Avenue for North Student Housing Project

Board Comments: Palazzo asked if the two conditions to meet were part of the original project. Aten said they were not, which is why he asked the Board to approve this request contingent upon those two conditions being met. Cox Deckard stated that Indiana University owned all property adjacent to the project site so no other property owners would be adversely affected. Aten confirmed that Indiana University owned all adjacent property surrounding the project.

(November 1, 2019 – August 10, 2021)

Public Comments: Mark Ramsey, Indiana University Capital Planning Facilities, addressed the Board. Hollingsworth asked if work was set to begin the first of November. Ramsey stated yes however the contractor is currently mobilizing so it may be a week once approved. Cox Deckard asked if there were any concerns with the two conditions being met. Ramsey stated he foresaw no issues and they would have required the contractors to meet the conditions as well.

Palazzo made a motion to Approve Request from Indiana University to Close a Portion of N. Walnut Grove Avenue for North Student Housing Project, with conditions that area over and adjacent to water main not be covered and that all traffic maintenance be done according to MUTCD requirements. Hollingsworth seconded the motion. Motion is passed.

Roy Aten, Planning and Transportation, presented Addendum #2 with Aztec Engineering Group, Inc. for B-Line Extension Project. See meeting packet for details.

Approve Addendum #2 with Aztec Engineering Group, Inc. for B-Line Extension Project

Board Comments: Hollingsworth asked about acquisition of portions of property parcels. Aten confirmed that this Addendum would allow the consultant to begin acquiring the portions of the parcels, in this project it will include portions of 18-20 parcels. Aten went on to state that if all goes well this process will take approximately six months to complete.

Palazzo made a motion to Approve Addendum #2 with Aztec Engineering Group, Inc. for B-Line Extension Project with the condition that notice to proceed not be issued until funding is approved by the Bloomington Redevelopment Commission. Hollingsworth seconded the motion. Motion is passed.

Ryan Daily, Parking Garage Operations, presented Change Orders #1-6 with Ann-Kriss LLC for Walnut Street Garage Stairwell Project. See meeting packet for details.

Approve Change Orders #1-6 with Ann-Kriss, LLC for Walnut Street Garage Stairwell Project

Board Comments: Hollingsworth asked for Daily to explain what a stand pipe is. Daily explained that a stand pipe is the hook up for hoses in case of a fire emergency in the garage. Hollingsworth asked how long these pipes had needed to be replaced. Daily stated they discovered the extent of degradation when work began. Hollingsworth asked for a time line on these change orders. Daily stated the change orders would take place as the work was being completed.

Hollingsworth made a motion to Approve Change Orders #1-6 with Ann-Kriss, LLC for Walnut Street Garage Stairwell Project. Palazzo seconded the motion. Motion is passed.

Adam Wason, Public Works, presented Agreement with IPS for Parking Meter Equipment and Related Services. See meeting packet for details.

Approve Agreement with IPS for Parking Meter Equipment and Related Services

Hollingsworth made a motion to Approve Agreement with IPS for Parking Meter Equipment and Related Services for six months, with the potential to extend three additional months. Palazzo seconded the motion. Motion is passed.

Adam Wason, Public Works, presented Agreement with Routeware for Sanitation Route Management Software. See meeting packet for details.

Approve Agreement with Routeware for Sanitation Route Management Software

Palazzo made a motion to Approve Agreement with Routeware for Sanitation Route Management Software. Hollingsworth seconded the motion. Motion is passed.

**STAFF REPORTS &
OTHER BUSINESS**

Adam Wason, Public Works, reported that the City of Bloomington would begin leafing on Monday, November 4th. There is an interactive map where residents can follow where crews are and where they are going next. The website is <https://bloomington.in.gov/interactive/maps/leafpickupstatusmap>. Wason asked that residents please rake leaves to the curbside and not into the street. Leaves in the street creates issues with clogging of storms drains. The goal is to collect leaves in all neighborhoods at least once and will make a second pass if time and the season allows crews to do so.

Wason gave kudos to the crews at the Street Department. They have recently completed a major infrastructure improvement project, milling and repaving Hillside Drive on the Southside of Bloomington. Wason thanked Danny Bitner, Herb Kinser, and the Street Department crews for all of their hard work this season completing much need infrastructure repairs throughout the city.

Wason wanted to let the public know there are many dogs and cats available for adoption at the Animal Shelter.

Wason wanted to remind the public that the Halloween holiday will go on as planned. Due to forecasted inclement weather Halloween will require those participating to be safe out there.

Hollingsworth made a motion to approve claims in the amount of \$ 1, 035,299.84. Palazzo seconded the motion. Motion is passed. Claims are approved.

APPROVAL OF CLAIMS

Cox Deckard called for adjournment. Meeting adjourned at 6:11 P.M.

ADJOURNMENT

Accepted By:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date: October 29, 2019

Attest to:



Board of Public Works Staff Report

Project/Event: Canopy of Lights

Petitioner/Representative: Downtown Bloomington, Inc.

Staff Representative: Sean Starowitz

Meeting Date: November 12th, 2019

Event Date: November 29, 2019

Report: The Canopy of Lights is an annual event sponsored by Downtown Bloomington, Inc., and is free and open to the public. This would be the 34th year for the event. Downtown Bloomington, Inc. is requesting that Kirkwood Avenue between College Avenue and Walnut Streets be closed on Friday, November 29th, to vehicular traffic and parking between 3:00 p.m. and 9:30 p.m. City Parks and Recreation will be providing the stage for the event and four spaces in front of Fountain Square Mall are being requested for stage setup. Parks will remove the stage by 9:00 a.m. on Saturday morning following the event. It is anticipated this event will attract 5000 participants to the Downtown area.

The resolution includes a noise waiver for amplified music and remarks.

Recommend **Approval** by Sean Starowitz



**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!

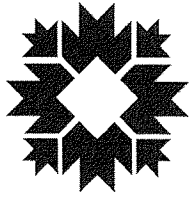
This application is for approval from the Board of Public Works for Temporary Special Events for the use of public rights of way owned by the City of Bloomington. To assure timely approval by the Board of Public Works to your application we ask that you notify us 3 months in advance.

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:	Talisha Coppock		
Contact Phone:	8123603681	Mobile Phone:	8133603681
Title/Position:	Executive Director		
Organization:	Downtown Bloomington Inc		
Address:	302 South College Avenue		
City, State, Zip:	Bloomington, IN 47403		
Contact E-Mail Address:	tcoppock@downtownbloomington.com		
Organization E-Mail and URL:	www.downtownbloomington.com		
Org Phone No:	812.336-3681	Fax No:	812-349-2550

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

Organization Name:	City Parks and Rec		
Address:	400 N Morton		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	<i>Crystal Bitter</i>		
Phone Number:	812.349-3700	Mobile Phone:	
Organization Name:	Markeys Events		
Address:	302 S College Ave		
City, State, Zip:	Bloomington, IN 47402		
E-Mail Address:	<i>kbarnes@markeys.com</i>		
Phone Number:		Mobile Phone:	<i>765-404-0237</i>
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. Event Information

Type of Event	<input checked="" type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade X Other (Explain below in Description of Event)		
Date(s) of Event:	Nov 29 2019		
Time of Event:	Date: Nov 29	Start: 6 pm	Date: Nov 29 End: 8 pm
Setup/Teardown time Needed	Date: Nov 29	Start: 3 pm	Date: Nov 29 End: 9 pm
Calendar Day of Week:	Friday		
Description of Event:	Street gathering lighting Canopy of Lights		
List of Street Closures (If applicable)	Kirkwood between College and Walnut		
Expected Number of Participants:	6,000	Expected # of vehicles (Use of Parking Spaces to close): all in that block	

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 checked="" 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
<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 checked="" 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 checked="" 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 checked="" type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input checked="" type="checkbox"/> Not applicable
<input checked="" 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 checked="" type="checkbox"/>	<p>A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)</p> <p>The starting point shall be clearly marked</p> <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 checked="" 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 checked="" type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input checked="" 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 checked="" type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> XNot applicable

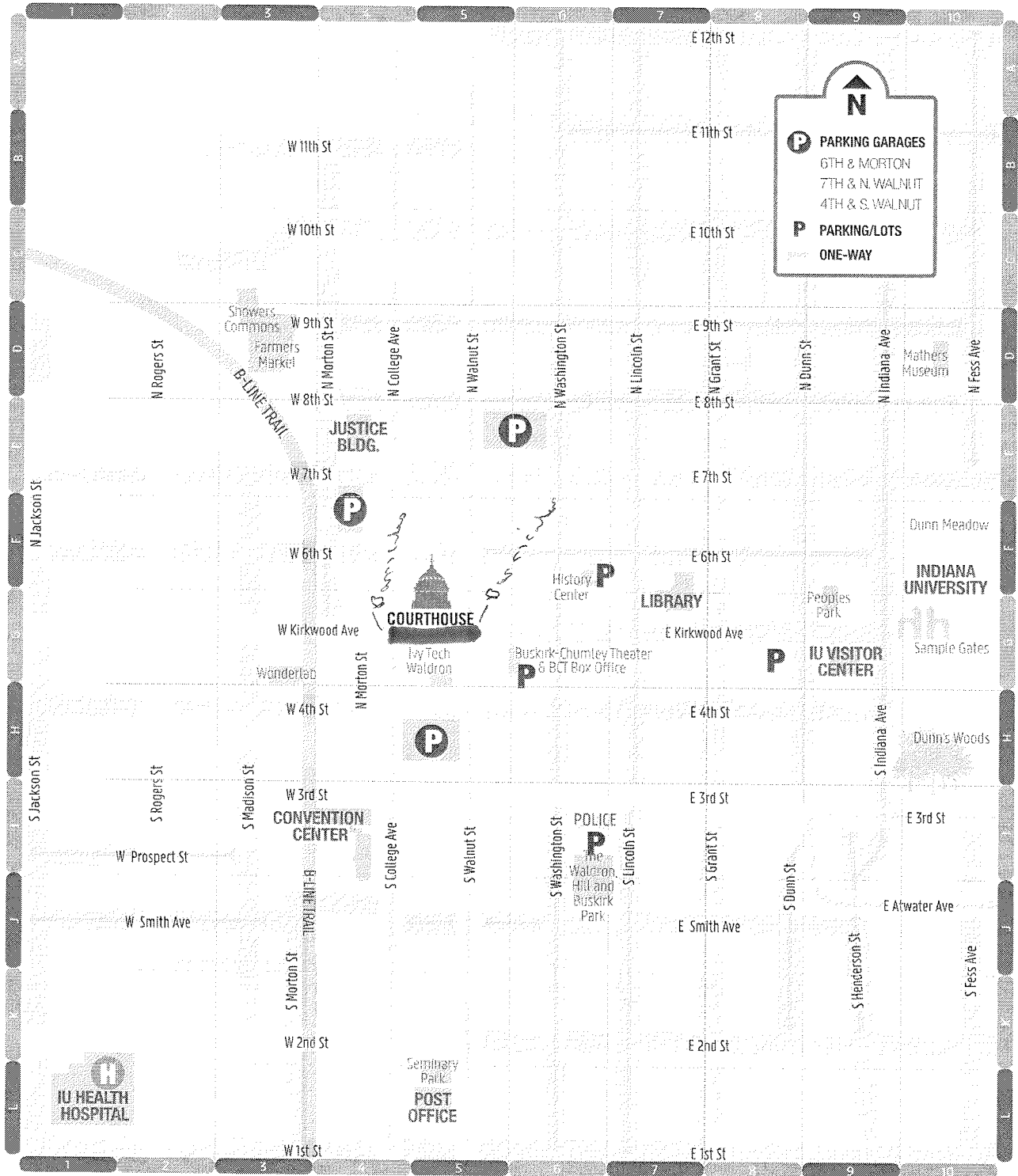
<input checked="" type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	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 checked="" 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 <ul style="list-style-type: none"> <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 <ul style="list-style-type: none"> <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>.



N

P **PARKING GARAGES**
 6TH & MORTON
 7TH & N. WALNUT
 4TH & S. WALNUT

P **PARKING/LOTS**
 ONE-WAY



CONVENTION CENTER



JUSTICE BLDG.

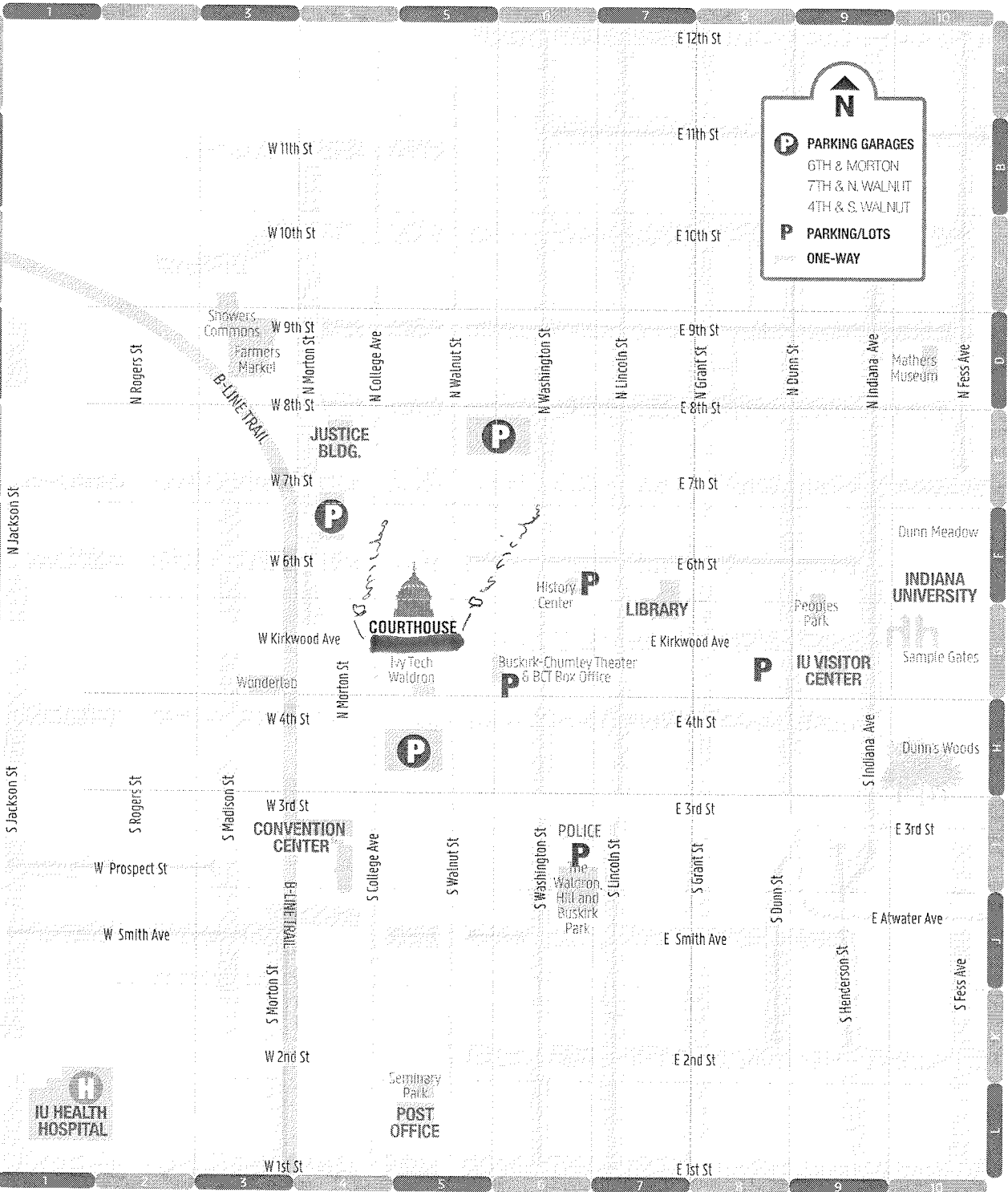
LIBRARY

INDIANA UNIVERSITY

IU VISITOR CENTER

POLICE

POST OFFICE



**BOARD OF PUBLIC WORKS
RESOLUTION 2019 – 103**

Canopy of Lights

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

WHEREAS, Downtown Bloomington, Inc., (hereinafter “Sponsor”) is desirous of closing Kirkwood Avenue to traffic and parking between Walnut Street and College Avenue for activities in conjunction with the Canopy of Lights on the downtown square; and

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that Kirkwood Avenue between Walnut Street and College Avenue be temporarily closed to parking and to traffic from 3:00 p.m. until 9:30 p.m., Friday, November 29, 2019, and for the general public to occupy the streets, Friday, November 29, 2019 from 6:00 p.m. until 8:00 p.m. while watching the entertainment and lighting of the downtown square.
2. The City of Bloomington will provide and set up jersey style water filled barricades at or around 3:00 p.m. on November 29, 2019. Jersey style water filled barricades water barriers will be removed as part of clean-up.
3. The stage for this event will be placed in four parking spaces on the south side of Kirkwood Avenue at 8:00 a.m., Wednesday, November 27, 2019, and be removed by 9:00 a.m. on Saturday, November 30, 2019.
4. Sponsor shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. Sponsor shall obtain, and place at Sponsor’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 for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate
5. Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from any and all appropriate entities the necessary permission to use private property.

RESOLUTION 2019 – 103

6. Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 9:30 p.m., Friday, November 29, 2019. Clean-up shall include removal of any temporary “no parking” signage.
7. That by granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.
8. Sponsor shall be responsible for notifying the general public in advance by notice to the press, Bloomington and IU Transits, local cab companies and all emergency services 48 hours prior to the event and the fact that vehicular traffic may be temporarily delayed at times.
9. That in consideration for the use of the City’s property and to the fullest extent permitted by law, Downtown Bloomington Inc., for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
10. _____, 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 12th DAY OF November, 2019.

BOARD OF PUBLIC WORKS:

DOWNTOWN BLOOMINGTON, INC.

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice President

Printed Name

Dana Palazzo, Secretary

Position



Board of Public Works Staff Report

Project/Event: Switchyard Park Grand Opening Celebration

Petitioner/Representative: Crystal Ritter, Parks and Recreation Department

Staff Representative: Christina Smith

Meeting Date: November 12, 2019

Event Date: November 16th and 17th

The Parks and Recreation Department wishes to hold the Switchyard Park Grand Opening Celebration on Saturday, November 16th from 6:00 – 8:00 p.m., and Sunday, November 17th from 11:00 a.m. to 3:00 p.m. and utilize amplified sound.

This community event celebrates the opening of largest park project in the City's history with a multitude of activities, programs, performances, and music. Staff recommends the approval of the Switchyard Park Grand Opening Celebration.

Recommendation: Approval by Christina Smith

October 23, 2019

For more information, please contact

Paula McDevitt

Administrator

Parks and Recreation Department

mcdevitp@bloomington.in.gov

812-349-3711

Community Invited to Celebrate Grand Opening of Switchyard Park November 16-17

Bloomington, Ind. - The City of Bloomington is excited to announce that Switchyard Park will be unveiled to the public on November 16 and 17. The largest park project in the City's history, the 57-acre former railroad property stretching from West Grimes Lane to Country Club Road and between South Walnut and South Rogers Streets features a pavilion, a performance stage and amphitheater, skatepark, community gardens, fitness stations, basketball, pickleball and bocce ball courts, splash pad, accessible playground, bosque (formal forest), and picnic shelter; and will have the capacity to host large-scale events and festivals.

Community members are invited to a ribbon-cutting ceremony and program Saturday evening, November 16 from 6 until 8 p.m. The pavilion opens at 6 p.m. with building tours and free refreshments, with a formal program beginning at 6:30 p.m. featuring remarks by Bloomington Mayor John Hamilton and special guests. The evening culminates with a grand reveal of the lighted park.

Switchyard Park grand opening activities continue on Sunday, November 17 from 11 a.m. through 3 p.m. Free interactive children's activities and live music are scheduled to take place throughout the day, with food available for purchase from food trucks. During Sunday's festivities, Bloomington Parks and Recreation staff will welcome visitors to use the park's features and amenities for the first time, providing demonstrations, equipment for play, and information. Staff will facilitate a three-point shot contest, pickleball and bocce ball demonstrations and games, and use of the fitness station area. During Sunday's event, the new Switchyard Park community gardens, with 39 raised

garden beds available for rent by the public next spring, will also be on display. Visitors Sunday will also be invited to inaugurate the skate park.

During Sunday's event, tours will be offered of the new Bloomington Police Department Substation, a remodeled former railroad yard operations building at the park's northernmost end at Grimes Lane.

Switchyard Park's past as a hub of railroad industry involved a significant transformation of the site, including environmental mitigation and "daylighting" Clear Creek that was once buried in culverts. Bloomington Parks and Recreation's natural resources staff will be present at the site of the daylighted stream to explain the positive environmental impacts of the daylighted stream, and of the hundreds of native trees, flowers, and plants that have been and will be planted in Switchyard Park.

Some areas of Switchyard Park, including the performance and activity lawns and the dog park, will remain closed to the public in order to allow the newly planted grass to grow.

The City of Bloomington purchased most of the land that is now Switchyard Park in 2009. A vision carried forward over four administrations, the TIF-funded \$34 million project approved by the Redevelopment Commission was designed by Rundell Ernstberger Associates, an Indianapolis-based landscape architecture firm, through a months-long master planning process to collect input from city residents, stakeholders, interest groups, environmental advocates, and neighboring property owners.

Construction of the new Switchyard Park began in 2017 with a year-long project to install critical infrastructure. Weddle Brothers Building Group LLC was awarded a construction contract for Switchyard Park in April 2018. Members of the public gathered with elected officials on May 11, 2018, for a ceremonial groundbreaking at Switchyard Park.

Progress video captured by drone: <https://youtu.be/iJoVW1rGZeo>



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:	Switchyard Park Grand Opening		
Location of Event:	Switchyard Park, 245 W. Grimes Ln., Bloomington, IN 47403		
Date of Event:	November 16 and 17, 2019	Time of Event:	Start: See below
Calendar Day of Week:	Saturday and Sunday		End:
Description of Event:	The City of Bloomington is excited to announce that Switchyard Park will be unveiled to the public on November 16 and 17. The largest park project in the City's history, the 57-acre former railroad property stretching from West Grimes Lane to Country Club Road and between South Walnut and South Rogers St.		
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="checkbox"/> Yes No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Crystal Ritter		
Organization:	City of Bloomington Parks and Recreation	Title:	Comm. Events Coord.
Physical Address:	401 N. Morton St., Suite 250, Bloomington, IN 47402		
Email Address:	ritterc@bloomington.in.gov	Phone Number:	812.349.3725
Signature:		Date:	10/30/19

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



Board of Public Works Staff Report

Project/Event: 2020 Service Agreement with Air-Master Heating and Air Conditioning

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 12, 2019

This 2020 agreement is for HVAC repairs and maintenance at City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to Air-Master Heating and Air Conditioning not to exceed \$15,000.00.

Respectfully submitted,

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

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

**2020 AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
AIR-MASTER HEATING AND AIR CONDITIONING**

This Agreement, entered into on this 12th day of November, 2019, by and between the City of Bloomington Department of Public Works (the “Department”), and Air-Master Heating and Air Conditioning (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and preventative maintenance services on HVAC systems and equipment at all facilities maintained by the Department. These services will be performed at City facilities (“Services”) for a set price of Eighty-Five Dollars (\$85.00) per hour per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 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 Fifteen Thousand Dollars (\$15,000.00). 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: Air-Master Heating and Air Conditioning, 2310 Industrial Dr., Bedford, IN 47421.

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

Air-Master Heating and Air Conditioning

Philippa M. Guthrie, Corporation Counsel

Brandi Speer, Operations Manager

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works



Board of Public Works Staff Report

Project/Event: 2020 Service Agreement with Ann-Kriss, LLC

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 12, 2019

This contract is carpentry, drywall, painting, fencing, and masonry repairs at various facilities maintained by Public Works Facilities Division.

Staff recommends awarding the contract to Ann-Kriss, LLC not to exceed \$50,000.

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

**2020 SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
ANN-KRISS, LLC**

This Agreement, entered into on this 12th day of November, 2019, by and between the City of Bloomington Department of Public Works (the “Department”), and Ann-Kriss, LLC (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: carpentry, drywall, painting, wood and chain link fencing, and masonry. These services will be performed at City facilities (“Services”) for a set price of Forty-Five Dollars (\$45) per hour Monday-Friday 7:00 am - 6:00 pm for one person, with an additional Twenty Dollars (\$20) per hour for each additional person. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of Sixty-Seven Dollars and Fifty Cents (\$67.50) per hour for one person, with an additional Thirty Dollars (\$30) per hour for each additional person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 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 Fifty Thousand Dollars (\$50,000.00). 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: Ann-Kriss, LLC, 736 S. Morton St., 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 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

Ann-Kriss, LLC

Philippa M. Guthrie, Corporation Counsel

Dave Padgett, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

**EXHIBIT A
E-VERIFY AFFIDAVIT**

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 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 _____, 2019.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

Commission Number: _____

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.

Ann-Kriss, 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: _____

Commission Number: _____



Board of Public Works Staff Report

Project/Event: 2020 Service Agreement with B & L Sheet Metal and Roofing

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 12, 2019

This 2020 Service Agreement is for repair and sealing of roofing, windows, doors, walls, and guttering at all City facilities maintained by the Public Works Facilities Division.

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

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff". The signature is written in a cursive, slightly stylized font.

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

**2020 SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND B & L SHEET METAL AND ROOFING**

This Agreement, entered into on this 12th day of November, 2019, by and between the City of Bloomington Department of Public Works (the “Department”), and B & L Sheet Metal and Roofing (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Repair of shingled, metal, and membrane roofs. Waterproofing and sealing of doors, windows, and various types of walls. Repair of guttering and downspouts. These services will be performed at City facilities (“Services”) for a set price of Eighty-Five Dollars (\$85.00) per person, per hour Monday-Friday 7:00 am – 5:00 pm. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of One Hundred Ten Dollars (\$110.00) per person, per hour. It is understood that the Contractor will send a minimum of two (2) employees for all roofing service work. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 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 Twenty-Five Thousand Dollars (\$25,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

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

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

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

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

Article 10. Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and

Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker’s Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City’s will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

Article 14. Waiver No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party’s right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. Governing Law and Venue This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer

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

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

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

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

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

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

B & L SHEET METAL AND ROOFING

Philippa M. Guthrie, Corporation Counsel

David Lee, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT A
E-VERIFY AFFIDAVIT

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 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 _____, 2019.

Notary Public’s Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

Commission #: _____

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 2019.

B & L Sheet Metal & Roofing

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2019.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

Commission #: _____



Board of Public Works Staff Report

Project/Event: 2020 Service Agreement with Bruce Home Improvements, Inc.,

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 12, 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 "J. D. Boruff".

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

**2020 SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
BRUCE HOME IMPROVEMENTS, INC.**

This Agreement, entered into on this 12th day of November, 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



Board of Public Works Staff Report

Project/Event: 2020 Service Agreement with Cosmo-Tech, Inc. (d.b.a. Bloomington Professional Carpet Cleaners and d.b.a. Bloomington Professional Restoration and Repair)

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 12, 2019

This contract is for carpet cleaning, carpet repair, and water damage restoration at all City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to Cosmo-Tech, Inc. not to exceed \$15,000.00.

Respectfully submitted,

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

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

**2020 SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
COSMO-TECH, INC. (DBA BLOOMINGTON PROFESSIONAL CARPET CLEANERS
AND BLOOMINGTON PROFESSIONAL RESTORATION AND REPAIR)**

This Agreement, entered into on this 12th day of November, 2019, by and between the City of Bloomington Department of Public Works (the “Department”), and Cosmo-Tech, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform carpet cleaning, carpet repair, and water damage restoration services. The Contractor shall furnish all necessary labor and material, on an "on-call" basis, for carpet cleaning, carpet repair and water damage restoration at various City of Bloomington facilities maintained by the Department of Public Works, Facilities Division. These services will be performed at City facilities for a set price of Thirty-One Dollars and Eighty-Two Cents (\$31.82) per hour per person for cleaning services, and Forty- Five Dollars and Forty-Nine Cents (\$45.49) per hour per person for remediation services during normal business hours. Normal business hours, for purposes of this contract, shall be Monday-Friday 8:00am-5:00pm. There will also be a service call fee of One Hundred Thirty-One Dollars and Nine Cents (\$131.09) during normal business hours. Any work performed outside of these hours, including Sundays and Holidays, will be performed at the rate of Forty-Three Dollars and Seventy Cents (\$43.70) per hour per person for carpet cleaning, carpet repair and water damage restoration services and Sixty-Eight Dollars and Thirty-One Cents (\$68.31) per hour per person for remediation services. 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 Monday 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 Fifteen Thousand Dollars (\$15,000.00). 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.

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:** Cosmo-Tech, Inc., 1245 West Old Capital Pike, 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 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

Cosmo-Tech, Inc.

Philippa M. Guthrie, Corporation Counsel

Joe Bomba, 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.

Cosmo-Tech, 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: _____

Commission Number: _____



Board of Public Works Staff Report

Project/Event: 2020 Service Agreement with Economy Termite & Pest Control, Inc.

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 12, 2019

This contract is for pest control services at City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to Economy Termite & Pest Control, Inc., not to exceed \$9,500.00.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff". The signature is written in a cursive, slightly stylized font.

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

**2020 SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
ECONOMY TERMITE AND PEST CONTROL, INC.**

This Agreement, entered into on this 12th day of November, 2019, by and between the City of Bloomington Department of Public Works (the "Department"), and Economy Termite and Pest Control, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Treatments for current pest infestations and preventative treatments to prevent pest infestations, removal of pests from facilities, inspections of facilities. These services will be performed at City facilities ("Services") for a set price of One Hundred Dollars (\$100.00) per hour, at any time or any day, including holidays. 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 Nine Thousand Five Hundred Dollars (\$9,500.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule Contractor shall perform the Services according to the following schedule:

Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

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

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

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

Article 10. Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of

Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

Article 14. Waiver No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. Governing Law and Venue This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work

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

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

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

Contractor: Economy Termite & Pest Control, Inc., 2625 W. Bolin Ln., 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 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

Economy Termite & Pest Control, Inc.

Philippa M. Guthrie, Corporation Counsel

Mike Sterrett, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works



Board of Public Works Staff Report

Project/Event: 2020 Service Agreement with Everywhere Signs, LLC

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 12, 2019

This contract is for the repair and maintenance of interior and exterior signs, as well as lettering and decals on doors and windows at all City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to Everywhere Signs, LLC not to exceed \$5,000.00.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff". The signature is written in a cursive, slightly stylized font.

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

**2020 SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
EVERYWHERE SIGNS, LLC**

This Agreement, entered into on this 12th day of November 2019, by and between the City of Bloomington Department of Public Works (the “Department”), and Everywhere Signs, LLC (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Repair and maintenance of exterior and interior signs, and lettering and decals for doors and windows. These services will be performed at City facilities (“Services”) for a set price of Eighty Dollars (\$80.00) per hour Monday-Friday 8:00 am - 5:00 pm for one person. If the use of a bucket truck is required, it will be billed at the rate of Ninety-Five Dollars (\$95.00) per hour with one employee and One Hundred Forty Dollars (\$140.00) per hour with two employees. 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 Five Thousand Dollars (\$5,000.00). 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: Everywhere Signs, LLC, 2630 N. Walnut St., Bloomington Indiana 47404.

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

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

Everywhere Signs, LLC

Philippa M. Guthrie, Corporation Counsel

Karen Elgar, Co-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.

Everywhere Signs, LLC

By: _____

Printed Name, Title

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2019.

Notary Public's Signature My Commission Expires: _____

Commission Number: _____

Printed Name of Notary Public County of Residence: _____



Board of Public Works Staff Report

Project/Event: 2020 Service Agreement with Photizo, LLC (dba Fish Window Cleaning)

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 12, 2019

This 2020 service agreement is for window cleaning services at all City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to Fish Window Cleaning not to exceed \$5,000.00

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff". The signature is written in a cursive, slightly stylized font.

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

**2020 SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
PHOTIZO, LLC (dba FISH WINDOW CLEANING)**

This Agreement, entered into on this 12th day of November, 2019, by and between the City of Bloomington Department of Public Works (the “Department”), and Photizo, LLC, dba Fish Window Cleaning (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Cleaning of windows and building exteriors. These services will be performed at City facilities (“Services”) for a set price of Forty-Five Dollars (\$45) per hour, regardless of day or time. 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 Five Thousand Dollars (\$5,000.00). 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: Fish Window Cleaning, P.O. Box 7885, 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

Photizo, LLC

Philippa M. Guthrie, Corporation Counsel

Thomas D. Richardson, 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.

Photizo, LLC

By: _____

Printed Name, Title

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2019.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

Commission Number: _____



Board of Public Works Staff Report

Project/Event: 2020 Service Agreement with Umphress Masonry, Inc.

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 12, 2019

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

Staff recommends awarding the contract to Umphress Masonry, Inc., not to exceed \$25,000.00.

Respectfully submitted,

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

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

2020 SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON
**PUBLIC WORKS DEPARTMENT AND
UMPHRESS MASONRY, INC.**

This Agreement, entered into on this 12th day of November, 2019, by and between the City of Bloomington Department of Public Works (the "Department"), and Umphress Masonry, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall perform masonry repair and maintenance services. The Contractor shall furnish all necessary labor and material, on an "on-call" basis, to maintain masonry at various City of Bloomington facilities maintained by the Department of Public Works, Facilities Division. These services will be performed at City facilities for a set price of Fifty-Five Dollars (\$55.00) per hour per person Monday-Friday 7:00am-4:00pm. Any work performed outside of these hours, excluding Sundays and Holidays, will be performed at the rate of Eighty-Two Dollars and Fifty Cents (\$82.50) per person. Work done at any time on Sundays or Holidays will be performed at the rate of One Hundred Ten Dollars (\$110.00) per hour per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 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 Twenty-Five Thousand Dollars (\$25,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department.

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:** Umphress Masonry, Inc., 8377 West Hinds 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 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

Umphress Masonry, Inc.

Philippa M. Guthrie, Corporation Counsel

Dave Umphress, President

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF _____)
) 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.

Umphress Masonry, Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2019.

_____ My Commission Expires: _____
Notary Public's Signature

Commission Number: _____

_____ County of Residence: _____
Printed Name of Notary Public

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/8/2019	Payroll				411,563.55
					<u>411,563.55</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 \$ 411,563.55

Dated this 12 day of November year of 20 19.

Kyla Cox Deckard President Beth H. Hollingsworth Vice President Dana Palazzo Secretary

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Approve Preliminary Engineering Contract with VS Engineering, Inc. for the 11th/Walnut and 14th/Walnut Signal Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Senior Project Engineer

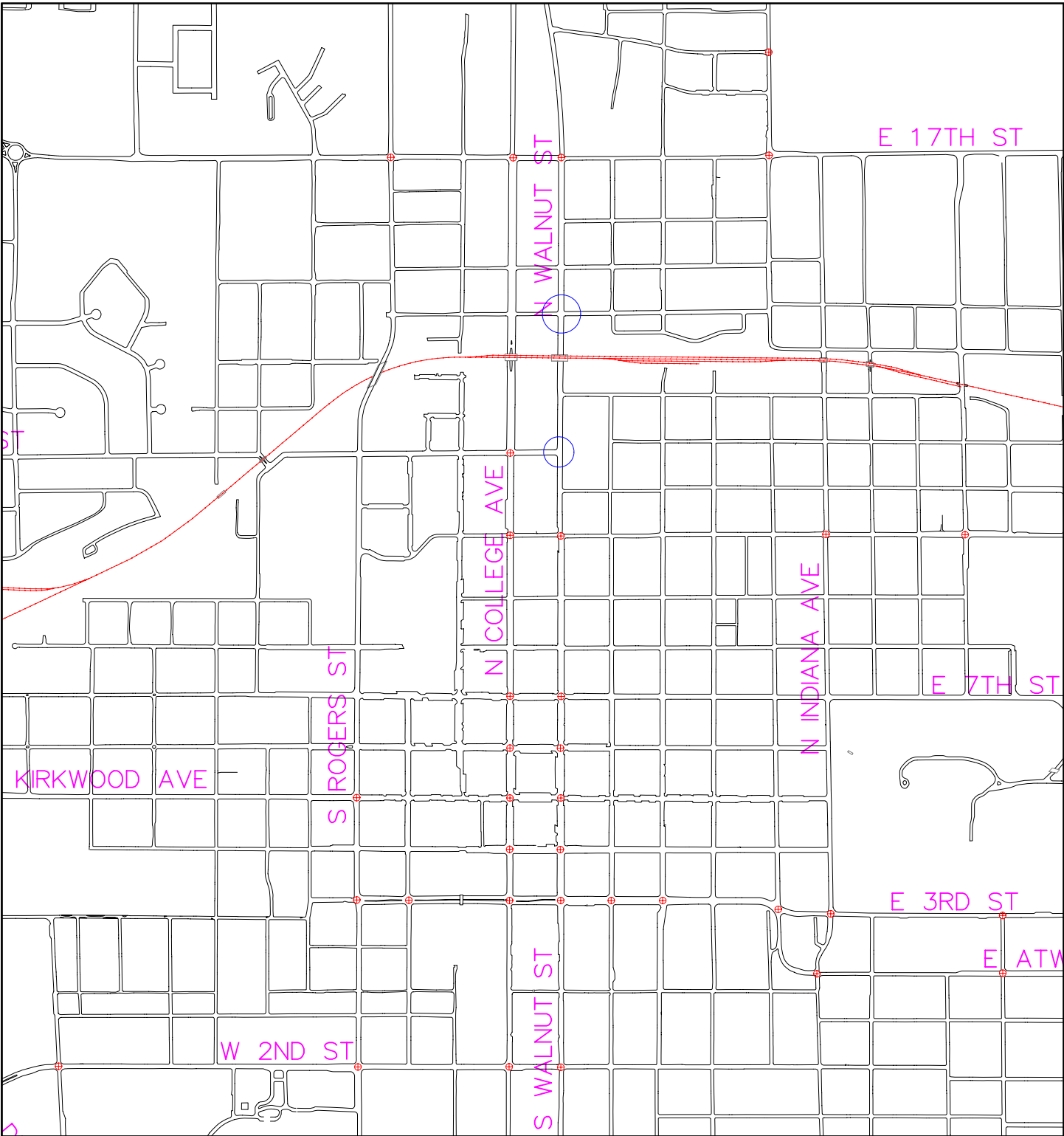
Date: 11/12/2019

Report: This project will install new traffic signals at the intersections of W 11th Street at N Walnut Street and W 14th Street at N Walnut Street. VS Engineering was selected to design this project from the City's pre-approved engineering consultant list due to their expertise with this type of project. No right of way acquisition is anticipated for the project. The total contract is set at a not-to-exceed amount of \$80,515.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Preliminary Engineering Contract with VS Engineering, Inc. for the 11th/Walnut and 14th/Walnut Signal Project.

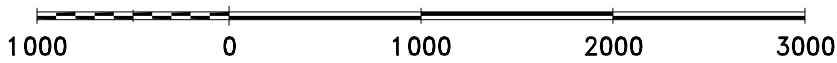
Recommend **Approval** **Denial** by Neil Kopper

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract	Current Item	11/12/2019
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future	2020

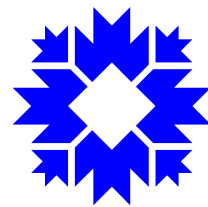


Blue circles indicate new signal locations at 11th–Walnut and 14th–Walnut

By: koppern
6 Nov 19



City of Bloomington
Planning & Transportation



Scale: 1" = 1000'

For reference only; map information NOT warranted.

PROJECT NAME: Intersection Signal Design, Walnut/11th and Walnut/14th

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2019, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and VS Engineering, Inc., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to construct traffic signals with pedestrian accommodations at two intersections; and

WHEREAS, the intersections are better described as follows:

Walnut Street and 11th Street,
Walnut Street and 14th Street; and,

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of site designs, coordination with City, CBU, and private utilities staff, and also the preparation of plans, specifications and cost estimates, which shall be hereinafter referred to as "the Services"; and

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

WHEREAS, Consultant is willing and able to provide such Services to the Board;

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

Article 1. Scope of Services: Consultant shall provide engineering design services for the traffic signals at the intersections noted above. These design services shall include the preparation of plans, specifications and estimates for installation of traffic signals, upgrades to curb ramps, cross walks, pavement marking, signing and other incidental construction that is found necessary to complete the replacement or repair of these features. The tasks associated with this work, and assumptions that are applicable to those tasks, are set forth in Exhibit A, Scope of Work and Fee Estimate. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as

expeditiously as is consistent with professional skill and care and the orderly progress of the work.

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

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

Article 2. Standard of Care: Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

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

B. Representative

The Board hereby designates Neil Kopper, Project Engineer, Department of Planning and Transportation ("Kopper"), to serve as the Board's representative for the project. Kopper shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid for the project, including fees and expenses, shall not exceed the amount of **Eighty Thousand Five Hundred Fifteen Dollars (\$80,515.00)**. These sums include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

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

2. Billing Records:

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

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to

appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

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

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

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and

upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

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

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

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

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 14. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

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

Article 15. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. Assignment: Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 20. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 21. Non-Discrimination: Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Consultant understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Consultant's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination

seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Planning and Transportation Dept.
Attn: Neil Kopper
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

Consultant:

VS Engineering, Inc.
Attn: Sanjay Patel
4275 North High School Road
Indianapolis, IN 46254

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

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

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

Article 26. Verification of New Employee' Employment Status: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

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

Consultant shall require any subconsultants performing work under this Agreement to certify to the Consultant that, at the time of certification, the subconsultant does not knowingly employ or contract with an unauthorized alien and the subconsultant has enrolled in and is participating in the E-Verify program. Consultant shall maintain on file all subconsultants' certifications throughout the term of this Agreement with the Board.

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

Article 27. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.
This Agreement may be modified only by a written amendment signed by both parties hereto.

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

Owner

Consultant

City of Bloomington
Board of Public Works

VS Engineering, Inc.

By: _____
Kyla Cox Deckard, President

Sanjay Patel, P.E.
President

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

By: _____
Philippa M. Guthrie, Corporation Counsel

EXHIBIT A
SCOPE OF WORK AND FEE ESTIMATE

Project Description

VS Engineering will design full traffic signals for two intersections within the City of Bloomington (Walnut Street & 11th Street, and Walnut Street & 14th Street). The signals will consist of mast arm poles with signal heads for each lane as well as pedestrian push buttons and countdown timers. There will also be minimal intersection improvements included in this project, consisting of curb ramp upgrades to meet PROWAG standards and curb bump outs to delineate parking lanes. Pavement marking and signage will be limited to that which is typical for traffic signals and pedestrian crossings.

Field Surveying Services

- A. Consultant shall survey the project location and provide one set of original field notes, all field survey data collected via electronic media, and one set of master drawings. CONSULTANT shall obtain section corner, right-of-way, easement, and state plane coordinate information as necessary to satisfactorily complete the basic field survey services described herein within the project limits. Consultant shall prepare and record a Location Control Route Survey. Consultant work shall be in accordance with Indiana Code (I.C. 25-21.5); Indiana Administrative Code (865 I.A.C. 1-12); and the Design Manual, Indiana Department of Transportation, Part III, Location Surveys (Survey Manual), a copy of which is on file with INDOT. If there is any conflict between I.C. 25-21.5, 865 I.A.C. 1-12, or the Survey Manual, the order of precedence shall be:
1. I.C. 25-21.5,
 2. 865 I.A.C. 1-12, and
 3. Survey Manual
- B. Electronic files including the following shall be prepared and submitted by Consultant as directed by client:
1. Finished plan view of topographic survey in AutoCAD .dwg format
 2. 1-foot contours in AutoCAD .dwg format
 3. TIN used to create contours as derived from Civil 3D in .xml format
 4. Electronic points file in .txt or .xml coordinate format.
 5. Location Control Route Survey Plat in .pdf format.
 6. Survey Book in .pdf format.
- C. The signature, seal, and registration number of the land surveyor, registered in the State of Indiana, who was in responsible charge of the survey, shall be affixed to the Location Control Route Survey and the survey book submitted. In addition, Consultant shall

complete the field survey as summarized below and as directed by the Client. The project area to be field surveyed is described as follows:

Walnut Street & 11th Street

Survey will extend 100 feet in both directions of Walnut Street and west along 11th Street, and will extend 50 feet east along 11th Street. The width of survey will be 40 feet on each side of centerline of both streets or to the face of building, whichever is shorter.

Walnut Street & 14th Street

Survey will extend 100 feet in all four directions from the center of the intersection. The width of survey will be 40 feet on each side of centerline of all streets or to the face of building, whichever is shorter.

Total survey includes approximately 750 lineal feet of roadway by varying width.

- D. Obtain last deed of record, subdivision plats, and section or auditor plats for all properties within the project limits from local and state agencies. The property information shall include parcel number, property owner's name, mailing address and property location. Consultant shall provide a listing of all property information, deeds, plats, and maps.
- E. Send out survey notices together with questionnaires (if applicable) to all property owners within the project area. All survey notices and questionnaires shall be approved by Client prior to distribution.
- F. Establish Primary Horizontal Control within the project limits such that the survey base line(s) can be re-established during construction. The Bartholomew County Zone of the Indiana Geospatial Coordinate System will be used.
- G. Locate NGS, IDNR, or INDOT benchmarks and transfer elevation to the site. Set temporary bench marks within the project limits such that elevation datum can be re-established during construction.
- H. Tie in the survey base lines to available USPLSS section corners and/or existing property/right-of-way monumentation. All necessary section corners will be located or re-established to adequately define property lines along the limits of the project during the Right-of-way Engineering or Easement Acquisition phase.
- I. Re-establish existing roadway alignments from plans for previous projects.
- J. Plot right-of-way and property lines based on observed physical evidence and record documents acquired from local government agencies.

- K. Coordinate with all utility companies to locate and mark their utilities in field. Consultant shall notify the utilities via the call before you dig notification system (Indiana Underground Plant Protection Service (I.U.P.P.S.)). Consultant shall verify that each utility has field located their facilities during the course of the design survey. The existing facilities located, at the time of the field survey, shall be incorporated into the design survey. In addition, Consultant shall provide listing of all utilities and all information available for that utility including address, and telephone number.
- L. Perform design survey in sufficient detail to obtain topographic data, utilities, buildings, walls, walks, signs, vaults, and natural and man made features, as evidenced by facilities at the ground surface and marks by others, necessary for the development of project plans, including all potentially affected trees, 6 inches in diameter and greater, identified by size, except in wooded areas.
- M. Take cross sections approximately every 50 feet across the right-of-way of public roadways and or the project limits (as described above) whichever is further out. Additional cross sections shall be taken at intersection of streets, roads, railroads, driveways, etc. Obtain elevations of all existing structures such as drainage culverts, utilities and other structures.
- N. Indicate spot elevations at all finish floors, at each threshold, building edges, insets and projections, exterior platforms, steps (top and bottom treads), corners, building entrances, break in grade, ramps, area ways, tree grates, etc. within the project limits, and at top and bottom of curb.
- O. Provide a listing of all symbols, notations and legends used in the field survey. Consultant shall furnish a hard copy together with all field survey information collected on electronic media. Consultant shall also prepare master drawings (1-foot contours) from data collected in topographic survey using AutoCAD Civil 3D and shall submit a hard copy together with electronic format. Consultant shall delineate and label the location of all buildings, structures, fences, railings, signs, walls, walks, paved areas, curbs and other permanent structures and existing improvements. Consultant shall outline all building edges, insets and projections, and below grade structures such as vaults, basements, and areaways where applicable, as evidenced by facilities at the ground surface and marks by others.

Project Administration

- A. Conduct one project design review meeting with City officials as necessary to answer questions, discuss issues, or provide detailed update.
- B. Monthly project updates will be sent to the City contact responsible for tracking and reviewing this project.

- C. Prepare for and attend one field check meeting with City officials and representatives from utility companies to verify utility locations, preliminary signal layout, and potential conflicts.
- D. Complete internal Quality Control and Constructability Review.

Signal Design

- A. Consultant shall provide and plot the design survey in accordance with the Indiana Design Manual. Consultant shall prepare a complete preliminary design based upon the Comprehensive Engineer's Report and/or Scope Document (if available) and shall conduct a field check.
- B. The formal design criteria, preliminary drawings, an outline of the specifications and a written description of the project with probable construction costs are to be furnished to Board for a scope compliance and construct-ability review. The milestone deliverables shall include the following:
 - 1. Preliminary Drawings, Technical Specs, Engineers Estimate, Field Check
 - 2. 90% Drawings, Contract Documents, Engineers Estimate
 - 3. Final Drawings, Contract Documents, Engineers Estimate
- C. Consultant shall provide Board with the estimates of probable construction costs of the Project. Consultant shall advise Board of any adjustments to the probable construction costs and provide design options, if any, to remain within budget.
- D. Consultant shall identify in all plans and specifications a list of all Engineering and/or testing reports provided by Board or obtained by Consultant as a product of this Agreement.
- E. Consultant shall deliver to the representative of the Board the following items that shall become the property of the Board:
 - 1. An electronic copy of the full plan set in PDF format
 - 2. If requested, electronic files of the plans in AutoCAD (.dwg) or (.dxf) format.
 - 3. Up to 3 printed sets of bid plans, and 3 final contract books.
 - 4. Set of design calculations used to prepare the Itemized Proposal and Engineers Estimate.
- F. Consultant shall provide information as needed to allow representatives of the Board to answer bidding questions and prepare Addenda as required.

G. Assumptions & Exclusions:

1. There will be two separate plan sets, one for each intersection.
2. City of Bloomington will be preparing front end documents with VS providing special provisions and unit quantity list.
3. Land acquisition is NOT anticipated or included in this proposal.
4. Intersection improvements are limited to curb ramp upgrades and bump outs. Any additional intersection improvements are subject to supplemental fee negotiation.
5. Utility Coordination includes standard process required by state law. Any additional investigations, correspondences, or coordination is subject to supplemental fee negotiation.

Utility Coordination – Design Phase / Preconstruction

The following process will be used to coordinate with utilities on this project. This process is in compliance with documented process and rules for Utility Coordination and Title 105 Indiana Administrative (IAC) Code Article 13.

- A. Request client Project Manager Design Schedule and recommend utility coordination schedule.
- B. Research to find actual utility contacts beyond Indiana 811 and government listings, as companies change staff, and in some cases, ownership.
- C. Current 811 listings for the location show utilities / organizations involved. Design tickets attached.
- D. When received, research utility record files, review and contact local government offices to determine utilities with facilities within the geographical limits of the project, and investigate field conditions. Send initial notice to utilities of proposed project.
- E. Distribute approved Stage 1 Plans (25% complete) to each Utility for the purpose of requesting verification that its existing facilities are accurately shown. All respondent utility locations, types and sizes should be shown and verified. Additional request and research of utility record files.
- F. Create and maintain a complete list of all affected utilities showing contact name, address, phone number, fax number, e-mail address and contact person shall be identified and included in preliminary project reports and other applicable documents.
- G. Attend design coordination meetings reporting on utility information and risk factors. Meeting quantities shown in line item document. If additional meetings expected, we can update cost to match.

- H. Distribute preliminary field check plans (35% complete) (Preliminary Plans for New Road Construction or Reconstruction Project) to the utilities and invite utilities to attend the field check.
- I. Preliminary Field Check and cover visible utility locations and approximate locations of features to be constructed. Discuss utility property interest, initial project schedule and utility preconstruction and construction schedules. Discuss all applicable issues.
- J. Request missing information from Utilities written documentation is required for all utilities whether relocations are required or not.
- K. If a utility is reimbursable, property interest documents, cost estimates and basic plans shall be obtained from the utility and submitted to the utility coordinator to generate the agreement and submit to oversight agency.
- L. Review plan conflicts between utilities and the project construction features. Continue researching alternatives to conflicts and pursuit of greater plan details and utility location details.
- M. Distribute plans Stage 3 Plans (80%) after design approval to utilities requesting final submittal of relocation work plan with estimated relocation schedule.
- N. Attend Final Field Check meeting focusing on latest project schedule, refine conflict resolutions, request remaining documentation, and provide time saving alternatives.
- O. Conduct utility coordination meeting, as needed, with affected utilities to resolve conflict issues and discuss relocation plans
- P. Review relocation plans and schedules to verify that all conflicts are resolved. At appropriate time, make recommendation to Client Owner Representative to issue written notice for utility to proceed.
- Q. Preparation for Final Submittal:
 - 1. Organize and review utility Work Plans to ensure compliance with the project
 - 2. Create contract Utility Special Provisions
 - 3. Package Work Plans and Utility Special Provisions for client oversight approval
 - 4. Obtain approved documents from client and package for final submittal to lead PM team

R. Preparation for Bid:

1. Organize and review utility Work Plans to ensure compliance with the project
2. Create contract Utility Special Provisions
3. Package Work Plans and Utility Special Provisions for DPW oversight approval
4. Obtain approved documents from Client and package for final submittal to lead PM team
5. Prepare Gantt schedule of relocations from raw information provided in Work Plan

S. Assumptions and Exclusions

1. There are 9 utility company entities and sub-entities with which to coordinate following the Indiana Administrative Code (IAC) 105.
2. Underground and overhead utilities are expected to be affected.
3. Attendance at preliminary field check, final field check, one additional on-site meeting during design phase included.
4. Subsurface Utility Engineering (SUE) may be required, depending on project design and utility.
5. SUE levels C through A, if needed, by others. Level D by VS Engineering.
6. Recommended Budget of \$3600 / day for Test Hole and SUE services. Assume 2 day maximum.
7. Utility design will be conducted by the utility or utility designated engineer.
8. Construction phase coordination is not included in this proposal.

Geo-technical Services

- A. See attached scope of work from Alt & Witzig

**MANHOURS AND FEE JUSTIFICATION
TASK #1 - PROJECT ADMINISTRATION**

DESCRIPTION	MANHOURS CLASSIFICATION						ROW TOTALS
	PM II	PM I	ENG III	ENG II	ENG I	CAD TECH I	
PROJECT ADMINISTRATION							
Conduct Project Design Review Meeting	0	4	4	0	0	0	8
Prepare Monthly Updates	0	0	4	4	0	0	8
Prepare for and Attend Field Check meeting w/City and Utilities	0	4	0	8	0	0	12
Internal QA/QC and Constructability Review	10	0	0	0	10	8	28
TOTAL HOURS	10	8	8	12	10	8	56
HOURLY RATE (SEE BELOW FOR COMPUTATIONS)	\$186.30	\$143.63	\$114.40	\$97.34	\$76.49	\$65.64	
DIRECT SALARY COST	\$1,863.00	\$1,149.04	\$915.20	\$1,168.08	\$764.90	\$525.12	\$6,385.34

<u>OTHER DIRECT COSTS</u>	<u>UNIT COST</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>COST</u>
Printing for City of Bloomington Utilities	\$50.00	Each	3	\$150.00

FEE SUMMARY - PROJECT ADMINISTRATION

TOTAL OTHER DIRECT COSTS	\$150.00
PROJECT ADMINISTRATION DIRECT SALARY COST	\$6,385.34
<u>FEE TOTAL</u>	<u>\$6,535.34</u>
<u>USE</u>	<u>\$6,500.00</u>

VS ENGINEERING MAN-HOUR FEE JUSTIFICATION

PROJECT: Traffic Signal (Walnut St. 11th St.)
Bloomington, IN

	ESTIMATED TIME			
	Project Surveyor II	Party Chief	Survey Tech II	Total
Engineering Survey				
Research				
Auditor / Assessor Maps	1		0.5	
Subdivision Plats			1	
Owners Names and Addresses			0.5	
Mailings			0.5	
Deeds			1.5	
Section Corner Ties				
Plans		0.5		
Surveys			0.5	
Utility Coordination				
Locate Tickets	0.5		1	
Follow - Up Verification		1		
Vertical Control				
Bench Level Circuit	0.5	3	3	
Horizontal Control				
Main Line Traverse	1	2	2	
Section Corner Tie-In & Reference		1	1	
Property Corner Reconnaissance		1	1	
Topography / Elevations				
Topo Data Collection	1	6	6	
Structure Details		2	2	
Route Survey & Field Book Preparation				
Alignment Calculation	3	2		
Property Line Determination			3	
Topography (CAD Drawing)	2		8	
Set Alignment and Reference	2	2.5	2.5	
Field Check		0.5	0.5	
Route Survey				
Field Book	2		3	
Travel				
Travel Time		6	6	
Total Hours	13	27.5	43.5	84
Average Weighted Hourly Rate	\$ 132.45	\$ 89.09	\$ 70.19	
Total Salary Cost	\$ 1,721.85	\$ 2,449.98	\$ 3,053.27	\$ 7,225.09
Direct Cost (See below)				\$ 421.00
Total				\$ 7,646.09
Engineering Survey Fee				\$ 7,600.00

DIRECT COSTS	UNIT COST	QUANTITY	COST
Travel Mileage	\$0.38/mile	450	\$ 171.00
Lodging (Per Person / Day)	\$90/person		\$ -
Per Diem (Per Person / Day)	\$26/person		\$ -
Reproductions/Copies/Materials/Postage	LS	1	\$ 250.00
		TOTAL	\$ 421.00

VS ENGINEERING MAN-HOUR FEE JUSTIFICATION

**PROJECT: Traffic Signal (Walnut St. 14th St.)
Bloomington, IN**

11/8/2019

	ESTIMATED TIME			
	Project Surveyor II	Party Chief	Survey Tech II	Total
Engineering Survey				
Research				
Auditor / Assessor Maps	1		0.5	
Subdivision Plats			1	
Owners Names and Addresses			0.5	
Mailings			0.5	
Deeds			1.5	
Section Corner Ties		0.5		
Plans				
Surveys				0.5
Utility Coordination				
Locate Tickets	0.5		1	
Follow - Up Verification		1		
Vertical Control				
Bench Level Circuit	0.5	3	3	
Horizontal Control				
Main Line Traverse	1	2	2	
Section Corner Tie-In & Reference		1	1	
Property Corner Reconnaissance		1	1	
Topography / Elevations				
Topo Data Collection	1	6	6	
Structure Details		2	2	
Route Survey & Field Book Preparation				
Alignment Calculation	3	2		
Property Line Determination			3	
Topography (CAD Drawing)	2		8	
Set Alignment and Reference	2	2.5	2.5	
Field Check		0.5	0.5	
Route Survey				
Field Book	2		3	
Travel				
Travel Time		6	6	
Total Hours	13	27.5	43.5	84
Average Weighted Hourly Rate	\$ 132.45	\$ 89.09	\$ 70.19	
Total Salary Cost	\$ 1,721.85	\$ 2,449.98	\$ 3,053.27	\$ 7,225.09
Direct Cost (See below)				\$ 421.00
Total				\$ 7,646.09
Engineering Survey Fee				\$ 7,600.00

DIRECT COSTS	UNIT COST	QUANTITY	COST
Travel Mileage	\$0.38/mile	450	\$ 171.00
Lodging (Per Person / Day)	\$90/person		\$ -
Per Diem (Per Person / Day)	\$26/person		\$ -
Reproductions/Copies/Materials/Postage	LS	1	\$ 250.00
		TOTAL	\$ 421.00

**MANHOURS AND FEE JUSTIFICATION
TASK #3 - SIGNAL & INTERSECTION DESIGN**

DESCRIPTION	MANHOURS CLASSIFICATION						ROW TOTALS
	PM II	PM I	ENG III	ENG II	ENG I	CAD TECH I	
TRAFFIC SIGNAL & INTERSECTION IMPROVEMENTS							
Plan, Coordination and Monitor Traffic Signal Design Activities	8	16	0	0	0	0	24
Collect, Review and Analyze Existing Available Data Relevant to Existing Conditions at Proposed Intersection	0	2	4	0	0	4	10
Perform Site Investigation at Proposed Intersection	0	6	8	0	0	0	14
Preliminary Signal Layout	0	6	20	0	8	16	50
Preliminary Hardscape Design	0	4	0	20	10	16	50
Preliminary Cost Estimate and Documentation	0	2	0	0	10	0	12
Prepare and Submit Preliminary Design & Field Check Documents	2	4	0	0	0	0	6
Finalize Signal Layout and Design	0	6	20	0	10	16	52
Finalize Curb Ramps & Intersection Improvements	0	4	0	20	8	16	48
Revise Cost Estimate	0	2	0	0	10	0	12
Prepare Special Provisions	0	4	10	0	0	0	14
Prepare and Submit Stage 3 (90%) Design Documents	2	4	0	0	0	0	6
Finalize Cost Estimate and Special Provisions	0	4	0	0	10	0	14
Prepare and Submit Final Design Documents.	4	8	0	0	0	0	12
TOTAL HOURS	16	72	62	40	66	68	324
HOURLY RATE (SEE BELOW FOR COMPUTATIONS)	\$186.30	\$143.63	\$114.40	\$97.34	\$76.49	\$65.64	
DIRECT SALARY COST	\$2,980.80	\$10,341.36	\$7,092.80	\$3,893.60	\$5,048.34	\$4,463.52	\$33,820.42

OTHER DIRECT COSTS UNIT COST UNIT QUANTITY COST

No Travel

FEE SUMMARY - TRAFFIC SIGNAL DESIGN PER SIGNAL

TOTAL OTHER DIRECT COSTS	\$0.00
TRAFFIC SIGNAL DESIGN DIRECT SALARY COST	<u>\$33,820.42</u>
FEE TOTAL	<u>\$33,820.42</u>
USE	<u>\$33,800.00</u>

MANHOURS AND FEE JUSTIFICATION
UTILITY COORDINATION PRECONSTRUCTION SERVICES
Walnut St and 11th St, Walnut St and 14th St Traffic Signals
City of Bloomington, IN (no federal funds)

		MANHOURS CLASSIFICATION				
DESCRIPTION		Project Manager II	Project Manager I	Engineer II	Utility Coordinator	TOTAL HOURS
Utility Coordination – Design Phase						
1	Coordinator manager to provide oversight of progress in behalf of client.	1				1
2	Interviews conducted and requests made with project management and designer to define project scope details.		2			2
3	Develop applicable schedule for coordinating utilities based on project scope and Indiana Administrative Code. (Design commits to providing plans timely to fulfill IAC requirements)		0.5			0.5
4	Research to find utility organization key persons to provide facility location records, easement documentation, and analysis of the project along with authorized signatures.			1	3	4
5	Create and maintain tracking spreadsheet of utility contacts, and summarize responses to notices.				3	3
6	(UTA) Utility Tracking Application upload and milestone updating					
7	Research for private facility information and request locates and records. Request records for commonly non-participating facilities such as signals and Intelligent Transportation Systems.				1	1
8	Develop exhibits based on preliminary plans (Preferably Stage 1) shared by the designer and distribute with applicable notice to utility letters			1.5	1.5	3
9	Proactively engage facility contacts by providing <u>initial notice</u> of project with as much detail as possible from design.				1.5	1.5
10	Review, log responses and share with PM and Design any significant information.			1	2.5	3.5
11	Follow-up with designer to ensure known facilities are showing from survey and preliminary project layout is completed.			1		1
12	Package plans, provide exhibits, geotechnical data (when available), along with <u>verification letter</u> and distribute to the utilities.	Combine Verify & Conflict -see conflict				
13	Follow up to gain utility verification information, continually requesting details.	*				
14	Update PM and design of available utility details, and <u>reimbursible potentials</u> .		0.5			0.5

-----Research and Management-----

-----Initial Notice-----

-----Analysis-----

---Verification---

**Walnut St and 11th St, Walnut St and 14th St Traffic Signals
City of Bloomington, IN (no federal funds)**

		MANHOURS CLASSIFICATION				
DESCRIPTION		Project Manager II	Project Manager I	Engineer II	Utility Coordinator	TOTAL HOURS
Utility Coordination – Design Phase						
15	Pursue detailed information on reimbursible utilites. Assist analysis of utility property interest (easement) limits, request detailed cost estimate, coordinate agreement flow between utility and agency PM and ownership legal.		0.5	1	2	3.5
16	Participate in design update meetings and Preliminary Field Check meeting. Meeting discussions will include information provided by or needed from the utilities for cost, space and time impacts to inform design and schedule decisions.		3	3	3	9
17	Follow-up with PM and design to gain plans highly relevant to utilites showing all structures with details, especailly those below grade.		0.5	1		1.5
18	Determine scope of subsurface investigations, additional survey, schedules, and costs, and implement plan.		2	1	2	5
19	Follow up with the PM requesting signal plans are completed at the early stage of design and will be ready to be sent to all utilities together with the main project plan. Utility coordinator available to advise on service location based on power availability.		0.5		2	2.5
20	Package plans, provide exhibits, geotechnical (when available), and distribute to the utilities, requesting identification of <u>Conflicts</u> between facilities and project structures.			2	2	4
21	Follow-up with utilities to gain responses to the Conflict Analysis Letter and share conflicts with PM and Designer.		0.5	1	4	5.5
22	Attend design adjustment meetings and Final Field Check, inviting utilites to share scoping information and gain responses.		5		3	8
23	Follow-up with PM and designer to gain timely release of design reflecting design adjustments to avoid utilites as much as possible. Design to report on remaining conflicts.		0.5			0.5

-Reimbursibles-
-----Research-----
S.U.E.
-----Conflict Analysis-----

**Walnut St and 11th St, Walnut St and 14th St Traffic Signals
City of Bloomington, IN (no federal funds)**

		MANHOURS CLASSIFICATION				
DESCRIPTION		Project Manager II	Project Manager I	Engineer II	Utility Coordinator	TOTAL HOURS
Utility Coordination – Design Phase						
24	Package plans (typically Stage 3 level of completeness for utilities purposes), exhibits and other information highlighting remaining conflicts along with the request <u>Preliminary Work Plans</u> with utilities providing relocation plans.		1.5	2	2	5.5
25	Follow-up with each utility requesting timely submittal of <u>Preliminary Work Plans</u> reminding them to provide relocation plans of sufficient detail.		0.5	1.5	3	5
26	Review <u>Preliminary Work Plans</u> and coordinate with design on needed updates.		1	1		2
27	Follow-up with each utility requesting timely submittal of <u>Final Work Plans</u> reminding them to provide relocation plans of sufficient detail.		0.5	1	4	5.5
28	Review each utility work plan for completeness. Follow-up with utility requesting missing or unclear information with recommendations as needed. Review requested revisions, repeat requests as needed.		1	2		3
29	If necessary, prepare, sign, and send to the utility a letter notifying the utility that their relocation work plan is not acceptable and the reasons why not, 105 IAC 13-3-3(f).		0.5		1	1.5
30	Review each revised utility relocation work plan to ensure that it is compatible and reasonable, 105 IAC 13-3-3(f).		1	1.5	1	3.5
31	Prepare and provide to the utility an alternative utility relocation work plan that is compatible and reasonable, 105 IAC 13-3-3(f).		0.5	0.5		1
32	Sign and provide a copy of each final work plan to the utility oversight agent for review and to the project manager to review and sign.			2.5	2	4.5
33	Prepare the utility coordination special provision and the utility coordination certificate and provide it to the utility oversight agent and project manager for review.		0.5	1	3	4.5
34	Update work plans and special provisions, after review comments received. Pursue utility for Work Plan updates.			1.5	1.5	3
35	Prepare a Gantt chart for utility relocation work that reflects the predecessors, start time, finish time and duration. Answer questions and coordinate changes with utility.		0.5	1.5		2

-----Work Plans-----

-----Final Submittals-----

**Walnut St and 11th St, Walnut St and 14th St Traffic Signals
City of Bloomington, IN (no federal funds)**

		MANHOURS CLASSIFICATION				
DESCRIPTION		Project Manager II	Project Manager I	Engineer II	Utility Coordinator	TOTAL HOURS
Utility Coordination – Design Phase						
36	Advise PM to determine need of a separate clearing contract and schedule impacts to letting and construction.					0
37	Prepare a consolidated drawing (master relocation plan) on project plans that shows the location of all existing and proposed utility facilities.			4	1	5
38	Provide a notice to proceed to each utility to execute their approved work plan after the work plan has been reviewed, approved and a permit issued.		0.5	1	2	3.5
39	Follow-up with utilities relocating during pre project construction requesting schedule updates.		0.5	1	3	4.5
Task 3.0 - Total Hours		1	24	35.5	54	114.5
Task 3.0 Average Weighted Hourly Rate		\$186.30	\$143.63	\$97.34	\$80.37	
Task 3.0 Direct Salary Cost		\$186.30	\$3,447.12	\$3,455.57	\$4,339.98	\$11,428.97
OTHER DIRECT COSTS			<u>QUANTITY</u>	<u>UNIT COST</u>	<u>COST</u>	
Design Team Meeting mileage			125	\$0.44	\$55.00	
Site Travel mileage			90	\$0.44	\$39.60	
Plan copies			75	1	\$75.00	
TOTAL OTHER DIRECT COSTS						\$169.60
FEE TOTAL (L-Sum)						\$11,598.57
(USE) FEE TOTAL (L-Sum)						\$11,500.00

-Management-

-----NTP-----

**EXHIBIT B
COMPENSATION**

This project is to be completed and invoiced using a Lump Sum basis with portions of the work being added to the total cost using a Cost Plus to a Maximum. Each work area has an agreed maximum cost presented below. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

INTERSECTION SIGNAL DESIGN

Project Administration	\$6,500.00
Topographic Survey	\$15,200.00
Signal & Intersection Design	\$33,800.00
Utility Coordination.....	\$11,500.00
Total Lump Sum = \$67,000.00	

The following items are included in this contact on an “as needed” basis. Costs will be incurred for these tasks only upon specific written approval from the Board or designated project coordinator(s).

Subsurface Utility Engineering.....	\$7,200.00
Geotechnical Analysis	\$6,315.00
Total “As Needed” = \$13,515.00	

TOTAL ESTIMATED COST OF INTERSECTION SIGNAL DESIGN = \$80,515.00

For the purpose of estimating additional work, if found necessary, the cost of such additional work shall be determined by the attached rate sheet.

VS ENGINEERING, INC.

**BLOOMINGTON INTERSECTION SIGNAL DESIGN
WALNUT & 11TH AND WALNUT & 14TH**

INDOT MATRIX RATES

CLASSIFICATION	CURRENT BILLING RATE
Project Manager II	\$186.30
Project Manager I	\$143.63
Engineer III	\$114.40
Engineer II	\$97.34
Engineer I	\$76.49
Project Surveyor II	\$132.45
Survey Party Chief	\$89.09
Survey Technician II	\$70.19
Utility Coordinator	\$80.37
CADD Technician II	\$81.38
CADD Technician I	\$65.64

V #190906

**EXHIBIT C
PROJECT SCHEDULE**

MILESTONES	ESTIMATED DATE	COMMENTS
Notice to Proceed	11/11/19	
Survey Complete	12/27/19	
Preliminary Design (40%)/Field Check	2/7/20	PFC Meeting 2 weeks after submittal to City
Stage 3 (90%) Plans	3/20/20	
Final Plans	4/24/20	Assumes 2-week review from City after Stage 3

**EXHIBIT D
KEY PERSONNEL**

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

Position / Responsibility

Name

Project Principal

Sanjay Patel, PE

Project Manager

Joshua Eisenhauer, PE

Project Engineer

Caleb Butler, EIT

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

1. The undersigned is the President of VS Engineering, Inc.

2. The company named herein that employs the undersigned:
 - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
 - is a subcontractor on a contract to provide services to the City of Bloomington.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Sanjay Patel, P.E.
President

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

Printed name

My Commission Expires: _____
County of Residence: _____ Commission Number: _____

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 20_____.

VS Engineering, Inc.
(Name of Organization)

By: _____
Sanjay Patel, P.E.
President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____ Commission Number: _____



Board of Public Works Staff Report

Project/Event: Approve INDOT-LPA Local Roads and Bridges Matching Grant Agreement

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 11/12/2019

Report: The City of Bloomington was awarded \$591,798.10 through INDOT’s Community Crossings Matching Grant program to perform maintenance work on Kirkwood Avenue, Bloomfield Road, and Arlington Road. The grant requires a 50% local match. This is an INDOT-LPA contract that is required for INDOT to make these funds available for the project.

Recommendation and Supporting Justification: Staff recommends that the Board approve the INDOT-LPA Local Roads and Bridges Matching Grant Agreement.

Recommend Approval Denial by Neil Kopper

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Current Item	11/12/2019
Design Services Contract	N/A	N/A
ROW Services Contract	N/A	N/A
Public Need Resolution	N/A	N/A
Construction Inspection Contract	N/A	N/A
Construction Contract	Future	11/26/2019

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract #A249-20-LG190473

This Grant Agreement (this “Grant Agreement”), entered into by and between the Indiana Department of Transportation (the “State”) and City of Bloomington, a Local Unit, (the “Grantee”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. **Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the State to award a Grant of \$591,798.10 (the “Grant”), representing 50% of the eligible costs of the project (the “Project”) described in Attachment A of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 8-23-30 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. § 8-23-30).

2. Representations and Warranties of the Grantee.

- A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.
- B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term “principal” for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.
- C. The Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1.
- D. The Grantee uses an approved transportation asset management plan on file with the State.

3. Implementation of and Reporting on the Project.

- A. The Grantee shall implement and complete the Project in accordance with Attachment A and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

4. **Term.** This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than four (4) months from the date of the award letter, attached hereto as **Attachment B** and incorporated fully herein. If the Grantee fails to procure a contractor by four (4) months from the date of the award letter, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code § 8-23-30.

5. **Grant Funding.** Pursuant to Ind. Code § 8-23-30, the Grantee agrees to the following:
 - A. It may use the State funds only for the Project described in **Attachment A**;
 - B. If it uses the grant funds for any purpose other than construction of the Project as described in **Attachment A**, the Grantee:
 - i. must immediately repay all grant funds provided to the State; and
 - ii. may not participate in the grant program during the succeeding calendar year.
 - C. It shall provide local matching funds equal to not less than **50%** of the estimated project cost;
 - D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor;
 - E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. **Payment of Claims.**

- A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.
- B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of local funds.
- C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

- D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to **50% of the eligible Project costs and not more than \$1 million**. The maximum amount of state funds allocated to the Project is **\$591,798.10**. The Grantee understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than \$1 million for all qualifying projects the Grantee may have in a calendar year.
 - E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.
 - F. Pursuant to Ind. Code § 8-23-30-3, the Grantee's **50%** match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's **50%** match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.
- 7. Project Monitoring by the State.** The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:
- A. whether Project activities are consistent with those set forth in **Attachment A**, the Grant Application, and the terms and conditions of the Grant Agreement;
 - B. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.
- 8. Compliance with Audit and Reporting Requirements; Maintenance of Records.**
- A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.
 - B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).
 - C. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

- D. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State. Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.
- E. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

9. Compliance with Laws.

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the

Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC § 5-22-3-7:
 - (1) The Grantee and any principals of the Grantee certify that:
 - (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC § 24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC § 24-5-12 [Telephone Solicitations]; or
 - (iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.
 - (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

- A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term “principal” for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

- B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

- 12. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:
- A. The Grantee has enrolled and is participating in the E-Verify program;
 - B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
 - C. The Grantee does not knowingly employ an unauthorized alien.
 - D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

- 13. Funding Cancellation.** As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- 14. Governing Law.** This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.
- 15. Information Technology Accessibility Standards.** Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.
- 16. Insurance.** The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.
- 17. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

- 18. Notice to Parties.** Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N955
Indianapolis, IN 46204
E-mail: indotlpampo@indot.in.gov

With a copy to:

Chief Legal Counsel/Deputy Commissioner
Indiana Department of Transportation
100 N. Senate Avenue, Room N758
Indianapolis, IN 46204-2216

B. Notices to the State regarding project management shall be sent to respective District Office:

Kayti Adams
Seymour District
185 Agrico Lane
Seymour, IN 47274
Email: KAdams@indot.in.gov

C. Notices to the Grantee shall be sent to:

City of Bloomington
ATTN: Neil Kopper
PO Box 100
Bloomington, IN 47402
Email: kopperrn@bloomington.in.gov

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

- 19. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 22, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. **Public Record.** The Contractor acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.
21. **Termination for Breach.**
- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.
 - B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.
22. **Termination for Convenience.** Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.
23. **Travel.** No expenses for travel will be reimbursed unless specifically authorized by this Grant.
24. **Federal and State Third-Party Contract Provisions.** N/A
25. **Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties.** The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.
26. **State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2019 OAG/ IDOA Professional Services Contract Manual* or the *2019 SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements; Project Monitoring was modified.

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Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

AGREEMENT TO USE ELECTRONIC SIGNATURES

(Applicable to only to Grant Agreements processed through SCM)

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

[Grantee]
By: _____

Name and Title, Printed
Date: _____

Indiana Department of Transportation
By: _____

(for)
Joseph McGuinness, Commissioner
Date: _____

Approved by:
Indiana Department of Administration
By: _____ (for)
Lesley A. Crane, Commissioner
Date: _____

Approved by:
State Budget Agency
By: _____ (for)
Zachary Q. Jackson, Director
Date: _____

APPROVED as to Form and Legality:
Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on September 13, 2019.

FA 19-45

This instrument was prepared by the undersigned attorney:

Attorney:
Indiana Department of Transportation
100 N. Senate Avenue
Indianapolis, IN 46204

Date: _____

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: **1902212**

Program: **Local Roads and Bridges Matching Grants**

Type of Project: **HMA Overlay, Preventive Maintenance**

Location:

Road Segment	From	To	Award
KIRKWOOD AVE	North Walnut Street	North Indiana Avenue	\$291,409.50
BLOOMFIELD RD	S PATTERSON DR	S ANNA LEE LANE	\$66,561.66
BLOOMFIELD RD	S ANNA LEE LN	S CORY LN	\$13,579.41
BLOOMFIELD RD	S CORY LN	S BASSWOOD DR	\$95,369.18
W ARLINGTON RD	END OF COUNTY MAINTENANCE	I-69/OLD ST RD 37	\$36,958.08
W ARLINGTON RD	W 17TH STREET	END OF CITY MAINTENANCE	\$72,910.73
ARLINGTON	END OF CITY MAINTENANCE	END OF COUNTY MAINTENANCE	\$15,009.54

Application ID: **6321**

A general scope/description of the Project is as follows:

Projects shall include milling existing surface 1.5", apply tack, resurfacing 1.5" with HMA, Type B surface and price includes replacing all pavement markings. Kirkwood Ave includes reconstruction of crosswalks as well.

The maximum amount of state funds allocated to the Project is \$591,798.10.

ATTACHMENT B
AWARD LETTER



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N758
Indianapolis, Indiana 46204

PHONE: (855) 463-6848
FAX: (317) 234-8365

Eric Holcomb, Governor
Joe McGuinness,
Commissioner

October 24, 2019

City of Bloomington
Neil Kopper
PO Box 100
Bloomington, IN 47402

RE: Community Crossings Matching Grant Fund 2019-2 Award Letter

Dear Neil Kopper:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2019-2 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded Community Crossings Matching Grant Funds based upon your estimates the following:

Application ID	Preliminary Awarded Amount	Location Priority
6321	\$591,798.10	All
TOTAL	\$591,798.10	

Preliminary award amounts are contingent upon the following:

- INDOT must receive a copy of the fully-executed contract with a contractor or material supplier.
- Contractor/material supply contracts must be submitted to INDOT no later than four (4) months from the date of this award letter. Failure to meet this date will result in the forfeiture of your funds.
- Local Public Agency (LPA) must sign and return the LPA-INDOT Grant Agreement no later than two (2) months from the date of this award letter. Signatures cannot be over 30 days old once it reaches the INDOT LPA/MPO Division Office located in Indianapolis. Failure to meet this deadline will result in forfeiture of your funds.
- Once all documentation listed above is received, reviewed, and contracts fully executed INDOT will transfer the agreed upon contract amount into your account.

The Community Crossings Matching Grant Funds, which are administered by INDOT, will be used for funding up to **50** percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana’s infrastructure.

If you have any questions, please contact Kayti Adams, (812) 524-3969 or KAdams@indot.in.gov.

The state of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvements to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.

Sincerely,

Kathy Faton-McKalip

Director of Local Programs
Indiana Department of Transportation



Board of Public Works Staff Report

Project/Event: Approve Memorandum of Understanding with the City of Bloomington Utilities Department Regarding Pedestrian Bridge Installation on the Sare Road Multiuse Path and Intersections Improvement Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 11/12/2019

Report: In order to construct multiuse path on the west side of Sare Road from Buttonwood Lane to Moores Pike, this project will install a new pedestrian bridge across Jackson Creek. The bridge will encroach upon permanent and temporary CBU easements which contain a 24" water main and a 30" sanitary sewer main. This MOU outlines the requirements for approval of the bridge within CBU's easements and outlines responsibilities regarding future maintenance or repair of the CBU infrastructure. Construction will occur in 2020.

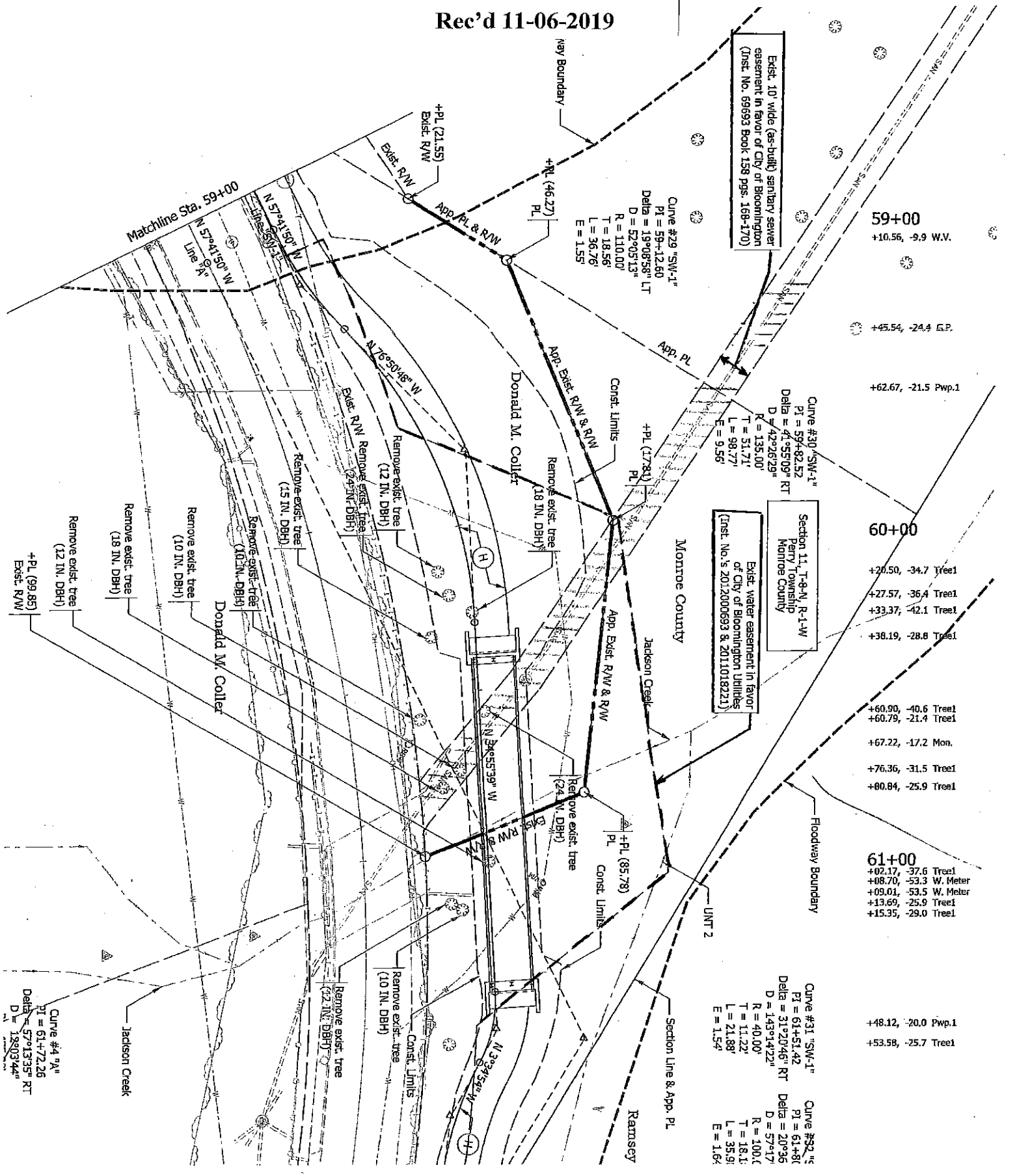
Recommendation and Supporting Justification: Staff recommends that the Board approve the Memorandum of Understanding with the City of Bloomington Utilities Department Regarding Pedestrian Bridge Installation on the Sare Road Multiuse Path and Intersections Improvement Project.

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

EXHIBIT "A"

Plan Submittal Sht 27 / 94

Rec'd 11-06-2019



Exst. 10' wide (as-built) sanitary sewer easement in favor of City of Bloomington (Inst. No. 66693 Book 158 pgs. 168-170)

Curve #29 "SW-1"
 PI = 59+12.60
 Delta = 19°08'58" LT
 D = 52°05'13"
 R = 110.00'
 T = 18.56'
 L = 36.76'
 E = 1.55'

Curve #30 "SW-1"
 PI = 59+82.52
 Delta = 41°55'09" RT
 D = 42°26'29"
 R = 135.00'
 T = 51.71'
 L = 98.77'
 E = 9.56'

Section 11, T-9-N, R-1-W
 Perry Township
 Monroe County
 Exst. water easement in favor of City of Bloomington Utilities (Inst. No. s 2012000693 & 2011018221)

Curve #31 "SW-1"
 PI = 61+51.42
 Delta = 31°20'46" RT
 D = 143°14'22"
 R = 40.00'
 T = 11.22'
 L = 21.88'
 E = 1.54'

Curve #32 "S"
 PI = 61+61
 Delta = 20°36'
 D = 57°17'
 R = 100.0'
 T = 18.1'
 L = 35.91'
 E = 1.64'

59+00
 +10.56, -9.9 W.V.

+45.54, -24.4 B.P.

+62.67, -21.5 Pwp.1

60+00
 +20.50, -34.7 Tree1
 +27.57, -36.4 Tree1
 +33.37, -42.1 Tree1
 +38.19, -28.8 Tree1

+60.90, -40.6 Tree1
 +60.79, -21.4 Tree1

+67.22, -17.2 Mon.
 +76.36, -31.5 Tree1
 +80.84, -25.9 Tree1

61+00
 +02.17, -37.6 Tree1
 +08.70, -53.3 W. Meter
 +09.01, -53.5 W. Meter
 +13.69, -25.9 Tree1
 +15.35, -29.0 Tree1

+48.12, -20.0 Pwp.1
 +53.58, -25.7 Tree1

Curve #4 "A"
 PI = 61+72.26
 Delta = 57°13'35" RT
 D = 120°3'44"

+PL (99.85)
 Exst. R/W

+PL (21.55)
 Exst. R/W

+RL (46.27)
 PL

+PL (17.81)
 PL

+PL (85.78)
 Const. Limits

+PL (42.10)
 Const. Limits

+PL (42.10)
 Const. Limits

EXHIBIT "B"

6 11/1NW

C-2-0
C-2-1

4

2012000693 EASE \$20.00
01/13/2012 02:38:10P 5 PGS
Jim Fielder
Monroe County Recorder IN
Recorded as Presented

PERMANENT AND TEMPORARY WATER EASEMENT

THIS INDENTURE WITNESSETH, Donald M. Collier, hereinafter called GRANTOR, owner of the real estate hereinafter described, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to CITY OF BLOOMINGTON UTILITIES, hereinafter called GRANTEE, permanent and temporary water easements and right-of-way across and beneath the real estate located in Monroe County, Indiana, described in the deed recorded in Deed Book Number 410, Page 199, on April 23, 1993, in the office of the Recorder of Monroe County, Indiana. The easement area is as shown on and described in Exhibit "A" attached hereto and made a part hereof. GRANTOR intends the easements to run with the land.

These easements shall constitute a right-of-way and is granted for the purpose of permitting the GRANTEE, its employees, agents, and independent contractors the right to enter upon said real estate covered by these easements and right-of-way to construct, install, operate, maintain, repair, and replace water infrastructure as necessary. The temporary easement shall commence on the date of the notice to proceed for the project and shall terminate three years thereafter or on the date of final completion of the project, whichever is earlier.

It is further understood and agreed that as an additional consideration for the granting of these easements, GRANTEE hereby promises and agrees that after such construction, installation, operation, maintenance, repair, or replacement, GRANTEE shall repair or cause to be repaired any and all damage done to the real estate over which these easements have been granted and agree to place such land in as good a condition as the same were immediately prior to the execution of this document and prior to such construction, installation, operation, maintenance, repair, or replacement. Other conditions of these easements are:

1. These easements shall be exclusive to the GRANTEE; new utility installations by any entity other than GRANTEE are not permitted without written authorization by the GRANTEE;
2. No permanent structures or alterations within the easement will be permitted, including, but not limited to trees, signs, structures, or fences.
3. The GRANTOR shall be permitted to use the surface of the land within the permanent easement for paving, parking, and landscaping, or change the grade of the land if plans for such improvements or grading are approved by the GRANTEE in writing prior to construction.

The GRANTOR states that he is the sole owner of the above described property.

IN WITNESS WHEREOF, the GRANTOR has hereunto set his hand and seal this 6th day of January, 2012

GRANTOR
Donald M. Collier
Donald M. Collier

NOTARY'S CERTIFICATION

STATE OF Indiana
COUNTY OF Monroe) SS:

Subscribed and sworn to before me by Donald M. Collier, this 6th day of January, 2012

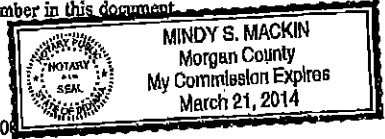
My commission expires:
3-21-2014

Mindy S. Mackin
NOTARY PUBLIC
Mindy S. Mackin
Printed Name





Residing in Morgan County, IN

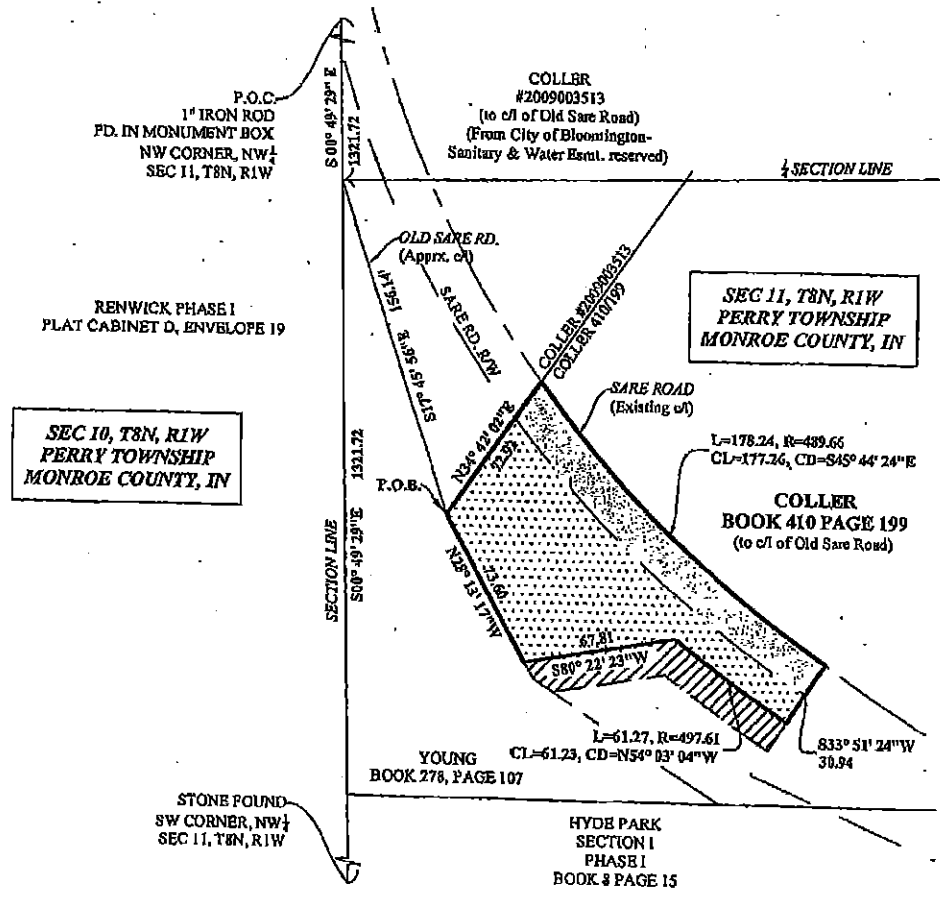
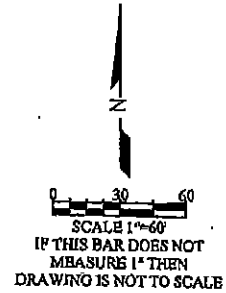
I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document unless required by law. Vickie Renfrow

This instrument prepared by Vickie Renfrow, Attorney at Law
City of Bloomington Legal Department, P.O. Box 100, Bloomington, IN 47401-0100



**PERMANENT WATERLINE EASEMENT
A PART OF THE NORTHWEST QUARTER OF
SECTION 11, T8N, R1W, MONROE CO., INDIANA**

LEGEND	
	TOTAL PERMANENT EASEMENT AREA: 10,032 Sq Ft
	PERM. ESMT. AREA IN PRESENTLY EXISTING RIGHT OF WAY : 3,149 Sq Ft
	PERMANENT EASEMENT TO BE ACQUIRED: 6,883 Sq Ft
	TOTAL TEMPORARY EASEMENT AREA: 1,788 Sq Ft
	NOT TO SCALE



Prepared For: City of Bloomington Utilities
 Project: Southeast Water System Improvements
 Prepared By: Bledsoe, Riggert & Guerretaz, Inc. (JOB #6408)
 1351 W Tapp Road, Bloomington, IN 47403 (812) 336-8277
 Owner: Collier, Book 410, page 199

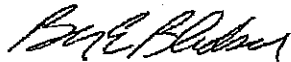
**PERMANENT WATERLINE EASEMENT
A PART OF THE NORTHWEST QUARTER OF
SECTION 11, T8N, R1W, MONROE CO., INDIANA**

A permanent waterline easement being a part of the Northwest quarter of Section 11, Township 8 North, Range 1 West, Monroe County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said quarter; thence SOUTH 00 degrees 49 minutes 29 seconds EAST along the west line of said quarter a distance of 1321.72 feet to the centerline of Old Sare Road; thence SOUTH 17 degrees 45 minutes 56 seconds EAST along said old centerline a distance of 156.14 feet to the boundary line common to Collier as recorded in Instrument #2009003513 and Collier as recorded in Deed Book 410, page 199 in the Office of the Recorder of Monroe County, Indiana and the POINT OF BEGINNING; thence NORTH 34 degrees 42 minutes 02 seconds EAST along said common line a distance of 72.92 feet to the centerline of Sare Road and the beginning of a non-tangent curve concave to the east having a radius of 489.66 feet and a chord which bears SOUTH 45 degrees 44 minutes 24 seconds EAST, 177.26 feet; thence SOUTHERLY along said curve and centerline an arc distance of 178.24 feet; thence SOUTH 33 degrees 51 minutes 24 seconds WEST 30.94 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 497.61 feet and a chord which bears NORTH 54 degrees 03 minutes 04 seconds WEST, 61.23 feet; thence NORTHERLY along said curve a distance of 61.27 feet; thence SOUTH 80 degrees 22 minutes 23 seconds WEST 67.31 feet to the centerline of Old Sare Road; thence NORTH 28 degrees 13 minutes 17 seconds WEST along said centerline a distance of 73.60 feet to the point of beginning, containing 10,032 square feet, inclusive of the presently existing right-of-way which contains 3,149 square feet, leaving 6,883 square feet to be acquired.

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

Certified this 8th day of December, 2011



Ben E. Bledsoe
Registered Land Surveyor No. 800400559
State of Indiana





Prepared For: City of Bloomington Utilities
Project: Southeast Water System Improvements
Prepared By: Bledsoe, Riggert & Guerretaz, Inc., (JOB #6408)
1351 W Tapp Road, Bloomington, IN 47403 (812) 336-8277
Owner: Collier, Book 410, page 199


**TEMPORARY CONSTRUCTION EASEMENT
A PART OF THE NORTHWEST QUARTER OF
SECTION 11, T8N, R1W, MONROE CO., INDIANA**


LEGEND


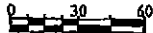
TOTAL PERMANENT EASEMENT AREA: 10,032 Sq Ft

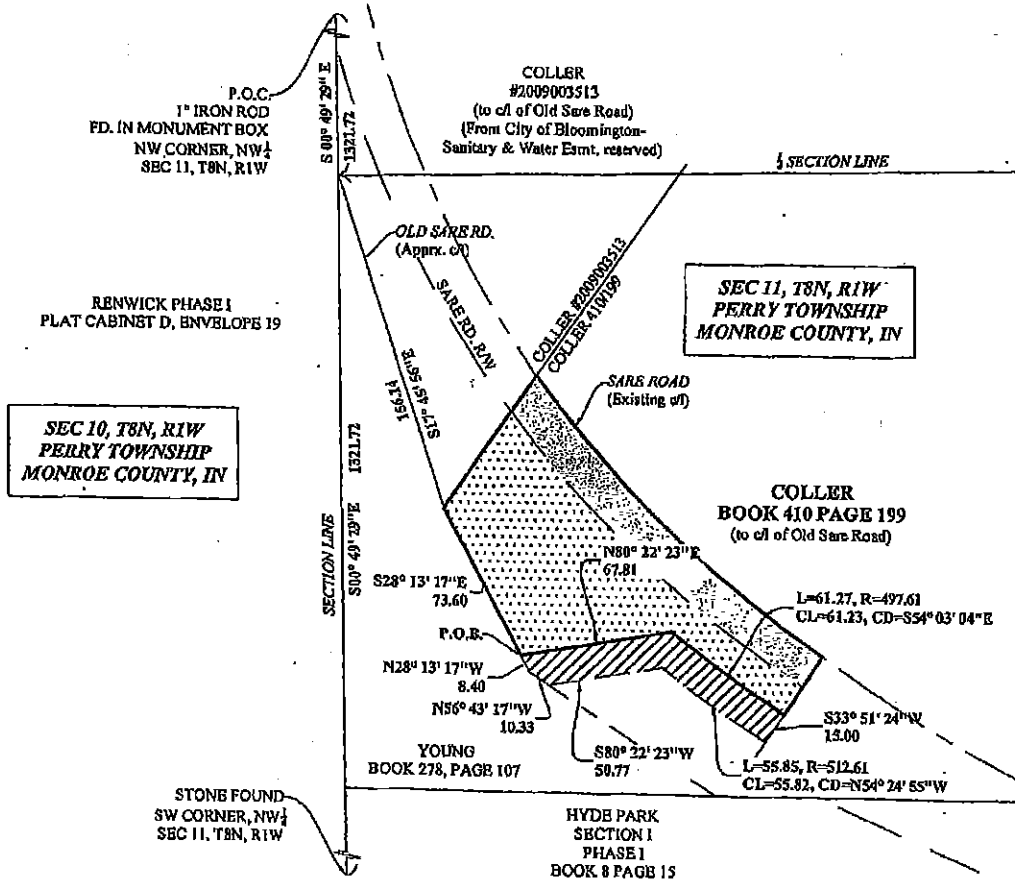
 PERM. ESMT. AREA IN PRESENTLY EXISTING RIGHT OF WAY : 3,149 Sq Ft

 PERMANENT EASEMENT TO BE ACQUIRED: 6,883 Sq Ft

 TOTAL TEMPORARY EASEMENT AREA: 1,788 Sq Ft

 NOT TO SCALE



 SCALE 1"=60'
 IF THIS BAR DOES NOT
 MEASURE 1" THEN
 DRAWING IS NOT TO SCALE



Prepared For: City of Bloomington Utilities
 Project: Southeast Water System Improvements
 Prepared By: Bledsoe, Riggert & Guerretaz, Inc. (JOB #6408)
 1351 W Tapp Road, Bloomington, IN 47403 (812) 336-8277
 Owner: Coller, Book 410, page 199

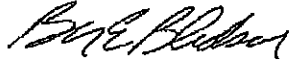
**TEMPORARY CONSTRUCTION EASEMENT
A PART OF THE NORTHWEST QUARTER OF
SECTION 11, T8N, R1W, MONROE CO., INDIANA**

A temporary construction easement being a part of the Northwest quarter of Section 11, Township 8 North, Range 1 West, Monroe County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said quarter; thence SOUTH 00 degrees 49 minutes 29 seconds EAST along the west line of said quarter a distance of 1321.72 feet to the centerline of Old Sare Road; thence SOUTH 17 degrees 45 minutes 56 seconds EAST along said old centerline a distance of 156.14 feet; thence SOUTH 28 degrees 13 minutes 17 seconds EAST along said old centerline a distance of 73.60 feet to the POINT OF BEGINNING; thence NORTH 80 degrees 22 minutes 23 seconds EAST 67.81 feet to the beginning of a non-tangent curve concave to the northeast, having a radius of 497.61 feet and a chord which bears SOUTH 54 degrees 03 minutes 04 seconds EAST, 61.23 feet; thence SOUTHEASTERLY along said curve an arc distance of 61.27 feet; thence SOUTH 33 degrees 51 minutes 24 seconds WEST 15.00 feet to the beginning of a non-tangent curve concave to the northeast, having a radius of 512.61 feet and a chord which bears NORTH 54 degrees 24 minutes 55 seconds WEST, 55.82 feet; thence NORTHWESTERLY along said curve an arc distance of 55.85 feet; thence SOUTH 80 degrees 22 minutes 23 seconds WEST 50.77 feet to the centerline of Old Sare Road; thence NORTH 56 degrees 43 minutes 17 seconds WEST along said old centerline a distance of 10.33 feet; thence NORTH 28 degrees 13 minutes 17 seconds WEST along said old centerline a distance of 8.40 feet to the POINT OF BEGINNING, containing 1,788 square feet, more or less.

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

Certified this 19th day of October, 2011






Ben E. Bledsoe
Registered Land Surveyor No. 800400559
State of Indiana


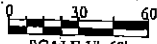


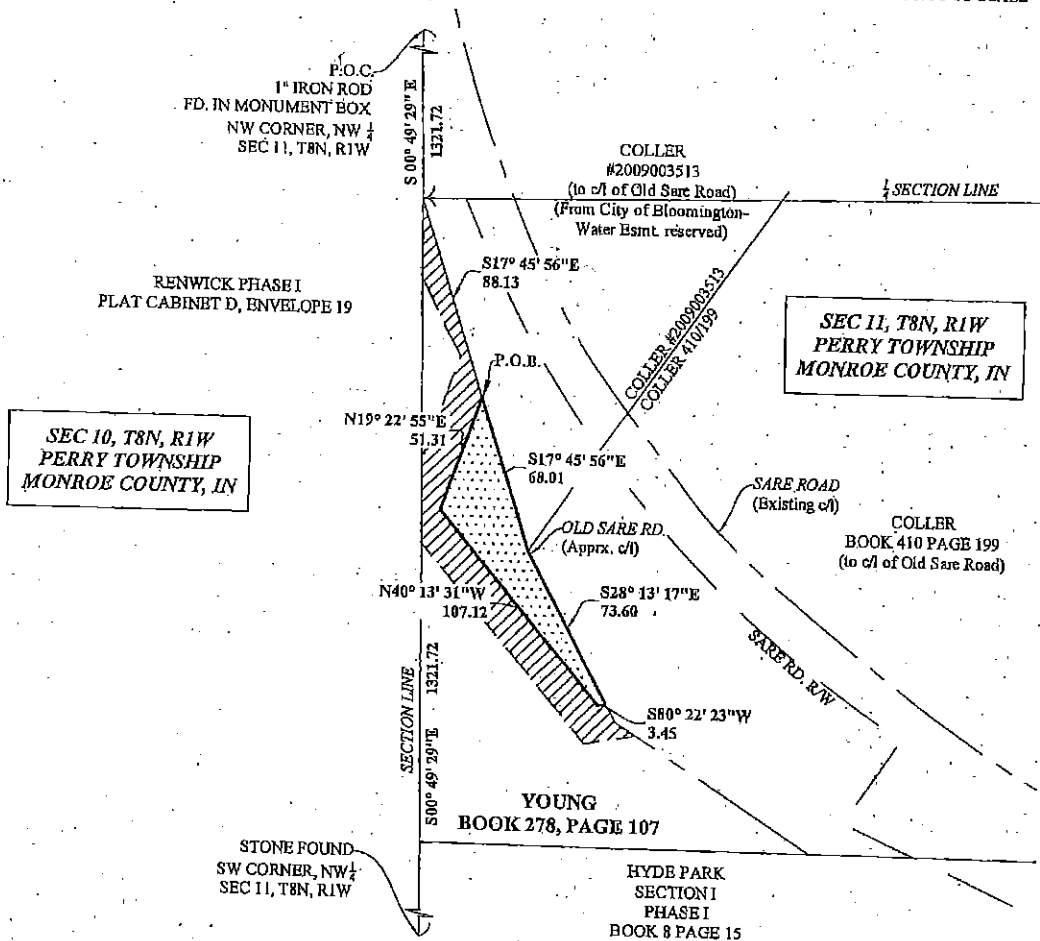
Prepared For: City of Bloomington Utilities
Project: Southeast Water System Improvements
Prepared By: Bledsoe, Riggert & Guerrettaz, Inc., (JOB #6408)
1351 W Tapp Road, Bloomington, IN 47403 (812) 336-8277
Owner: Coller, Book 410, page 199

**PERMANENT WATERLINE EASEMENT
A PART OF THE NORTHWEST QUARTER OF
SECTION 11, T8N, R1W, MONROE CO., INDIANA**

LEGEND

 TOTAL PERMANENT EASEMENT AREA: 2,153 Sq Ft
 TOTAL TEMPORARY EASEMENT AREA: 3,130 Sq Ft
 NOT TO SCALE



 SCALE 1"=60'
 IF THIS BAR DOES NOT
 MEASURE 1" THEN
 DRAWING IS NOT TO SCALE



Prepared For: City of Bloomington Utilities
 Project: Southeast Water System Improvements
 Prepared By: Bledsoe, Riggert & Guerretaz, Inc. (JOB #6408)
 1351 W Tapp Road, Bloomington, IN 47403 (812) 336-8277
 Owner: Young, Book 278, page 107

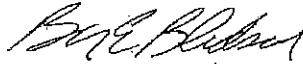
PERMANENT WATERLINE EASEMENT
A PART OF THE NORTHWEST QUARTER OF
SECTION 11, T8N, R1W, MONROE CO., INDIANA

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Commencing at the Northwest corner of said quarter; thence SOUTH 00 degrees 49 minutes 29 seconds EAST along the west line of said quarter a distance of 1321.72 feet to the centerline of Old Sare Road; thence SOUTH 17 degrees 45 minutes 56 seconds EAST along said old centerline a distance of 88.13 feet to the POINT OF BEGINNING; thence SOUTH 17 degrees 45 minutes 56 seconds EAST along said old centerline a distance of 68.01 feet; thence continuing along said old centerline SOUTH 28 degrees 13 minutes 17 seconds EAST 73.60 feet; thence SOUTH 80 degrees 22 minutes 23 seconds WEST 3.45 feet; thence NORTH 40 degrees 13 minutes 31 seconds WEST 107.12 feet; thence NORTH 19 degrees 22 minutes 55 seconds EAST 51.31 feet to the POINT OF BEGINNING, containing 2,153 square feet, more or less.

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

Certified this 8th day of December, 2011.




Ben E. Bledsoe
Registered Land Surveyor No. 800400559
State of Indiana





Prepared For: City of Bloomington Utilities
Project: Southeast Water System Improvements
Prepared By: Bledsoe, Riggert & Guerrettaz, Inc., (JOB #6408)
1351 W Tapp Road, Bloomington, IN 47403 (812) 336-8277
Owner: Young, Book 278, page 107

**TEMPORARY CONSTRUCTION EASEMENT
A PART OF THE NORTHWEST QUARTER OF
SECTION 11, T8N, R1W, MONROE CO., INDIANA**

LEGEND

 TOTAL PERMANENT EASEMENT AREA: 2,153 Sq Ft

 TOTAL TEMPORARY EASEMENT AREA: 3,130 Sq Ft

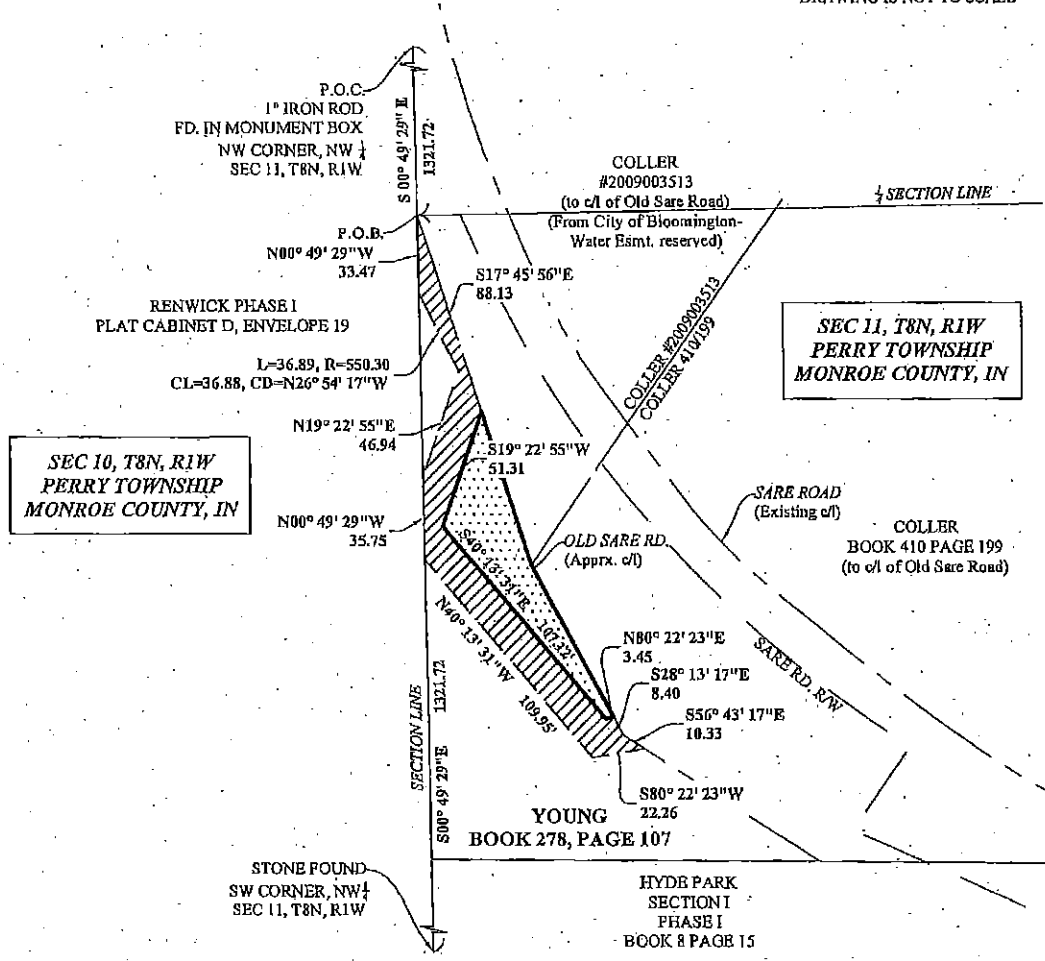
 NOT TO SCALE

N

0 30 60

SCALE 1"=60'

IF THIS BAR DOES NOT
MEASURE 1" THEN
DRAWING IS NOT TO SCALE



Prepared For: City of Bloomington Utilities
 Project: Southeast Water System Improvements
 Prepared By: Bledsoe, Riggert & Guerrettaz, Inc. (JOB #6408)
 1351 W Tapp Road, Bloomington, IN 47403 (812) 336-8277
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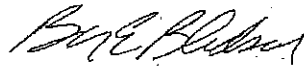
**TEMPORARY CONSTRUCTION EASEMENT
A PART OF THE NORTHWEST QUARTER OF
SECTION 11, T8N, R1W, MONROE CO., INDIANA**

A temporary construction easement being a part of the Northwest quarter of Section 11, Township 8 North, Range 1 West, Monroe County, Indiana, more particularly described as follows:

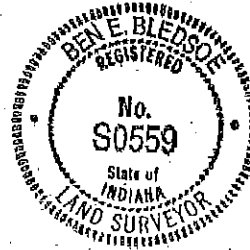
Commencing at the Northwest corner of said quarter; thence SOUTH 00 degrees 49 minutes 29 seconds EAST along the west line of said quarter a distance of 1321.72 feet to the centerline of Old Sare Road and the POINT OF BEGINNING; thence SOUTH 17 degrees 45 minutes 56 seconds EAST along said old centerline a distance of 88.13 feet; thence SOUTH 19 degrees 22 minutes 55 seconds WEST 51.31 feet; thence SOUTH 40 degrees 13 minutes 31 seconds EAST 107.12 feet; thence NORTH 80 degrees 22 minutes 23 seconds EAST 3.45 feet to the centerline of Old Sare Road; thence SOUTH 28 degrees 13 minutes 17 seconds EAST along said old centerline a distance of 8.40 feet; thence SOUTH 56 degrees 43 minutes 17 seconds EAST along said old centerline a distance of 10.33 feet; thence SOUTH 80 degrees 22 minutes 23 seconds WEST 22.66 feet; thence NORTH 40 degrees 13 minutes 31 seconds WEST 109.95 feet to the west line of said quarter; thence NORTH 00 degrees 49 minutes 29 seconds WEST along said west line a distance of 35.75 feet; thence NORTH 19 degrees 22 minutes 55 seconds EAST 46.94 feet to the beginning of a non-tangent curve concave to the northeast, having a radius of 550.30 feet and a chord which bears NORTH 26 degrees 54 minutes 17 seconds WEST, 36.88 feet; thence NORTHERLY along said curve an arc distance of 36.89 feet to the west line of said quarter; thence NORTH 00 degrees 49 minutes 29 seconds WEST along said west line a distance of 33.47 feet to the POINT OF BEGINNING, containing 3,130 square feet, more or less.

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

Certified this 19th day of October, 2011



Ben E. Bledsoe
Registered Land Surveyor No. 800400559
State of Indiana



Prepared For: City of Bloomington Utilities
Project: Southeast Water System Improvements
Prepared By: Bledsoe, Riggert & Guerrettaz, Inc., (JOB #6408)
1351 W Tapp Road, Bloomington, IN 47403 (812) 336-8277
Owner: Young, Book 278, page 107

EASEMENT FOR SEWER LINE
69593

THIS INDENTURE WITNESSETH, That RALPH ROGERS and RUTH ROGERS, husband and wife, hereinafter called GRANTORS, for and in consideration of One Dollar (\$1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant to the CITY OF BLOOMINGTON, INDIANA, hereinafter called CITY, an Easement and Right-of-Way to construct and operate and maintain a certain sanitary sewer line to be used by the CITY for the transmission of sewage and waste products, across and beneath the following described real estate in Monroe County, Indiana, to-wit:

Gr 10
SE
Gr 11
NW

The center line of said Easement described as follows, to-wit:

Beginning at the Southwest corner of the Southeast Quarter of Section Ten (10), Township Eight (8) North, Range One (1) West, and running thence North 31 degrees 02 minutes East a distance of One Hundred (100) feet; and thence North One Hundred Fifty (150) feet to the center of the Rogers Road.

RECORDED
AT 2:30 P.M.
MAY 8 1964
Ruth Poling
COUNTY CLERK

Also beginning at a point Eighty-six (86) feet North and Fifty (50) feet East of the Southwest corner of the Northwest Quarter of Section Eleven (11), Township Eight (8) North, Range One (1) West and on South line of Grantors' tract of real estate and running thence North One Thousand Twenty (1020) feet, and Fifty (50) feet East of and parallel to the West Section line of Section Eleven (11), Township Eight (8) North of Range One (1) West, and to the South right-of-way line of the Sare Road, thence North 21 degrees East and to the center line of said Sare Road.

The center line of said Easement hereinabove is identical with the center line of the sanitary sewer line to be located across and beneath said real estate in conformity with, and as indicated on the plans prepared for the City of Bloomington, Indiana, Sewage Works Improvements, and filed with the City during the month of April, 1964.

It is agreed that the width of said Easement, for purposes of construction, shall be twenty-five (25) feet on each side of said center line, and the width of said Easement for purposes of maintenance, repair and improvements, shall be Five (5) feet on each side of said center line.

This Easement shall constitute of right-of-way and is granted for the purpose of permitting the CITY OF BLOOMINGTON, INDIANA, to construct, maintain, and operate said transmission line, and gives to the CITY OF BLOOMINGTON, INDIANA, its agents, employees and contractors the right to enter upon said real estate covered by this Easement and Right-of-Way for such said purpose. The CITY OF BLOOMINGTON is granted the right to maintain the line as maintenance becomes necessary from time to time, and to repair the line as necessary.

In consideration for the granting of this Easement, the CITY hereby agrees that the foregoing property owners shall be granted the privilege of connecting sewer lateral and/or mains to serve an undetermined number of users into said sewer line at any manhole opening without charge, but not to exceed two such connections for each manhole; but before making such connection the Engineer of the City of Bloomington shall inspect such sewers and approve same for the engineering thereof and all such connections shall be made under the supervision of the City Engineer; it being understood that all persons using such laterals shall pay the regular month to month use charges fixed by ordinance in the same manner and to the same extent as are paid by other users.

The rights hereinabove granted to the GRANTORS shall be deemed a covenant running with the land and inure to the heirs, administrators, and those assignees and grantees as designated by the GRANTORS hereinabove.

It is further understood and agreed that as a condition for the execution of this Easement, the GRANTEE will construct said sewer in such a manner that it will be entirely submerged below the level of the ground.

As an additional consideration for the granting of this Easement and Right-of-Way, the CITY OF BLOOMINGTON, INDIANA, hereby promises and agrees that within a reasonable length of time after such construction, it will repair any and all damage done to the real estate over which the Easement has been granted and agrees to place such land and fences in as good a condition as the same were immediately prior to the execution of this Easement and Right-of-Way.

WITNESS our hands and seals this 30th day of April, 1964.

Ralph Rogers
RALPH ROGERS

Ruth Rogers
RUTH ROGERS

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for the County and State aforesaid, personally appeared Ralph Rogers and Ruth Rogers, husband and wife, and acknowledged the execution of the above Easement for Sewer Line this 30th day of April, 1964.



Waverly K. Sowers
Notary Public

My Commission Expires:
WAVELY K. SOWERS, Notary Public
My Commission Expires April 13, 1965

Cross references:

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BLOOMINGTON UTILITIES DEPARTMENT
AND
CITY OF BLOOMINGTON PLANNING & TRANSPORTATION DEPARTMENT
FOR
SARE ROAD 24" WATER MAIN**

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the City of Bloomington Utilities Department ("CBU") acting through its Utilities Service Board ("USB"), and the City of Bloomington Department of Planning & Transportation, ("P&T") by and through the Board of Public Works ("BPW").

WHEREAS, P&T is constructing a multi-use path alongside Sare Road and a pedestrian bridge to span Jackson Creek as shown in documents attached hereto, marked as **Exhibit "A"**, and by this reference incorporated herein; and

WHEREAS, CBU owns and maintains a 24" water main that is located in permanent and temporary water easements which were duly recorded with the Monroe County Recorder's Office on December 20, 2011 and January 13, 2012 under instrument numbers 2011018221 and 2012000693 respectively. True and accurate copies of the easements are attached hereto, marked as **Exhibit "B"**, and by this reference incorporated herein; and

WHEREAS, CBU owns and maintains a 30" sanitary sewer main that is located in a permanent Sewer Line Easement which was duly recorded with the Monroe County Recorder's Office on May 8, 1965 under Deed Record 158, pages 168-170. A true and accurate copy of the easement is attached hereto, marked as **Exhibit "C"**, and by this reference incorporated herein; and:

WHEREAS, CBU wishes to support P&T in its construction of said multi-use path and pedestrian bridge without compromising its rights, titles and interests that come with its ownership of its easements and the existence of its infrastructure; and

WHEREAS, CBU and P&T wish to establish this Memorandum of Understanding to delineate responsibilities of each party where they concern future maintenance, repair or replacement of the 24" water line, and 30" sanitary sewer line.

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

1. CBU hereby grants to P&T the right to construct, install, operate and maintain, repair or replace those portions of a multi-purpose path and pedestrian bridge ("Permanent Structures") that may encroach upon and into CBU's permanent and temporary easements without waiving any of its rights, titles or interests in said easement.
2. P&T shall deliver the Final Plans for those portions of the Permanent Structures that will encroach upon and into CBU's easements to CBU for review and approval prior to

any construction or installation of those portions of the Permanent Structures that will encroach upon CBU's easements.

3. P&T will not start any construction or installation of those portions of the Permanent Structures that will encroach upon and into CBU's easements until such time as CBU has provided its approval of the Final Plans.
4. P&T shall be responsible for protecting in place CBU's existing 24" water main and 30" sanitary sewer line and will cause to be repaired, at P&T's sole expense and cost, any portions of CBU's existing 24" water main and 30" sanitary sewer main that may become damaged for any reason by P&T during the construction and installation of the Permanent Structures.
5. CBU shall not be responsible for any damage whatsoever that may occur to the Permanent Structures that is in any way related to or caused by CBU performance of any operation, maintenance, repairs and/or replacements of the 24" water line and 30" sanitary sewer line for any reason.
6. P&T shall be responsible for any and all repairs and/or replacement of its Permanent Structures that it may choose to perform which may be necessitated by, related to, or caused by CBU performance of any operation, maintenance, repairs and/or replacements of the 24" water line and/or 30" sanitary sewer line for any reason.
7. No other Permanent Structures, pavements, landscaping, parking, or change in grade of the land not identified in the Final Plans for those portions of the Permanent Structures that will encroach upon and into CBU's easements shall be placed upon or in CBU's easements without first receiving approval from CBU in writing prior to construction.
8. This Memorandum of Understanding may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding which shall become effective as of the date last entered below.

**CITY OF BLOOMINGTON
UTILITIES SERVICE BOARD**

**BLOOMINGTON INDIANA BOARD
OF PUBLIC WORKS**

Julie Roberts, Date
President

Kyla Cox Deckard, Date
President

Attest: _____
Holly McLauchlin, Date
Secretary to the Board



Board of Public Works Staff Report

Project/Event: Request to close S Rogers St from W Country Club Dr to W Patterson Dr

Staff Representative: Paul Kehrberg

Petitioner/Representative: Dayne Goodman

Date: November 12th, 2019

Report: Goodman Construction is requesting a temporary overnight road closure on S Rogers St between W Country Club Dr and W Patterson Dr. They are also requesting to close the sidewalk along S Rogers St from W Chambers Dr to W Cherokee Dr. The request is to facilitate the water and sewer connections for the new Switchyard Apartments. The closure would be for three nights, November 19th to 21st. A full closure is needed due to the location of the sanitary sewer line in S Rogers St. It is not possible to make the connection with a single lane closure. The closure would be from 7 pm to 6 am and would then reopen to traffic for the day with plates of the street cut.

Goodman Construction has supplied maintenance of traffic plans for all of the work. They have also sent notices to adjacent property owners about the BPW meeting and scope of their work.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to Goodman Construction for the overnight street closure.

Recommend Approval Denial by

Paul Kehrberg

Goodman Construction Co. Inc.
403 West Main St., Worthington, IN 47471
Tel. 812-798-3260
dayne@goodmanconstructionco.com



November 4, 2019

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

RE: Rogers Street Closure for Water/Sanitary Tie in for Switchyard Apartments

Dear Board Members,

Goodman Construction Co. Inc. is needing to perform water and sanitary connections for the Switchyard Apartments at the address of 1901 South Rogers Street, Bloomington, IN. Goodman Construction Co. Inc. is respectfully requesting a temporary closure of South Rogers from Patterson Dr. through Rockport Rd.; as well as a sidewalk closure from Cherokee Drive through Chambers drive for pedestrian safety. With this closure; it will also help with the safety of GCC personnel as we are on a narrow street and the depth, we will be excavating in approximately 8 feet for the sanitary tie in point. Also this closure we help GCC to perform with better efficiency. With the room needed for the taps and equipment that is to be used; Rogers Street does not provide enough room for lane closures. Goodman Construction Co. Inc. is requesting the closure from November 19, 2019 through November 21, 2019.

Goodman Construction Co. Inc. will coordinate with the City of Bloomington and City of Bloomington Utilities to ensure that this closure is well communicated, and all transit providers know about this closure. Therefore, Goodman Construction respectfully request that the board of Public Works approves the restrictions referenced above from November 19, 2019 through November 21, 2019

Thank you,

A handwritten signature in black ink, appearing to read 'Dayne Goodman', with a long horizontal flourish extending to the right.

Dayne Goodman - 812-798-3260

Goodman Construction Co. Inc.
403 West Main St., Worthington, IN 47471
Tel. 812-798-3260
dayne@goodmanconstructionco.com



November 4, 2019

RE: Rogers Street Closure for Water/Sanitary Tie in for Switchyard Apartments

Dear Adjacent Property Owner,

Goodman Construction is requesting to close Rogers Street from Patterson Drive through Rockport Rd. We are wanting to close this portion of Rogers street because Goodman Construction is needing to make Utility connection/tie ins for the new Switchyard Apartments that are being built at the address of 1901 South Rogers Street, Bloomington, IN. The closure of this road will help Goodman Constructi on perform these tasks quicker and efficiently. We are requesting that the Board of Public Works lets CC close South Rogers from Patterson Drive to Rockport Road November 19, 2019 through November 21,2019. Although while this street is closed; Goodman Construction personnel will provide access for all property owners necessary to be able to get to their residences and/or buildings. Goodman Construction does appreciate the patience and cooperation through this specific aspect of the project and we plan to get it done as soon as possible. If there are any questions or concerns please feel free to have a presence at the Board of Public Works meeting on November 12, 2019 at 5:30 PM at the following address:

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

Thank you,

A handwritten signature in black ink that reads 'Dayne Goodman'.

Dayne Goodman - 812-798-3260



Paul Kehrberg <kehrberp@bloomington.in.gov>

Switchyard (Rogers Street) Road Closure

1 message

Dayne Goodman <dayne.goodman@goodmanconstructionco.com>

Thu, Nov 7, 2019 at 3:19 PM

To: "mcornman@elletsville.in.us" <mcornman@elletsville.in.us>, "cclark@iuhealth.org" <cclark@iuhealth.org>, "aholland1@iuhealth.org" <aholland1@iuhealth.org>, "jbarker4@iuhealth.org" <jbarker4@iuhealth.org>

Cc: Derrick Goodman <derrick@goodmanconstructionco.com>, Nick Allgood <nick@goodmanconstructionco.com>, Paul Kehrberg <kehrberp@bloomington.in.gov>

To whom it may concern,

Goodman Construction has requested that Rogers Street be closed from Patterson Drive to Rockport Drive due to new utility connections that need to be done for new Switchyard Apartments. This closure will be on the agenda for the November 12, 2019 Board of Public Works meeting at 5:30 PM. We are looking at doing this work November 19, 2019 through November 21, 2019 during the overnight hours of 7 PM through 6 AM if all goes well and approved. Thank you!!

IMPORTANT!!!! Please send me back a reply confirming that you have received the notification of the closure stated above

Dayne H. Goodman | President

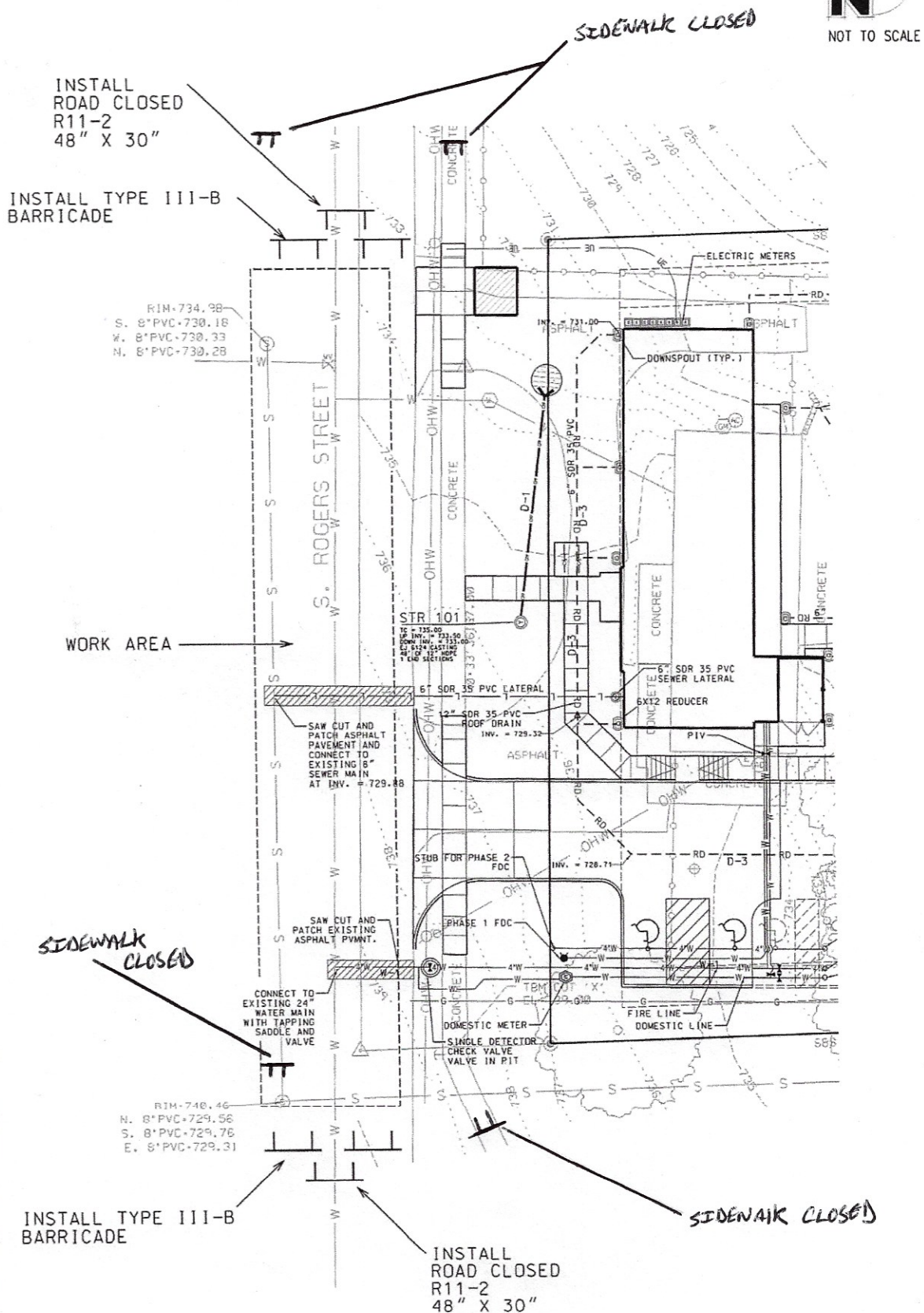
Cell: 1-812-798-3260

Goodman Construction Co. Inc.

403 W. Main St., Worthington, IN 47471



SWITCHYARD APARTMENTS
 TRAFFIC MAINTENANCE PLAN FOR
 UTILITY WORK WITHIN S. ROGERS STREET



INSTALL
 ROAD CLOSED
 R11-2
 48" X 30"

INSTALL TYPE III-B
 BARRICADE

RIM-734.98
 S. 8" PVC-730.18
 W. 8" PVC-730.33
 N. 8" PVC-730.28

WORK AREA

SIDEWALK
 CLOSED

CONNECT TO
 EXISTING 24"
 WATER MAIN
 WITH TAPPING
 SADDLE AND
 VALVE


RIM-740.46
 N. 8" PVC-729.56
 S. 8" PVC-729.76
 E. 8" PVC-729.31

INSTALL TYPE III-B
 BARRICADE

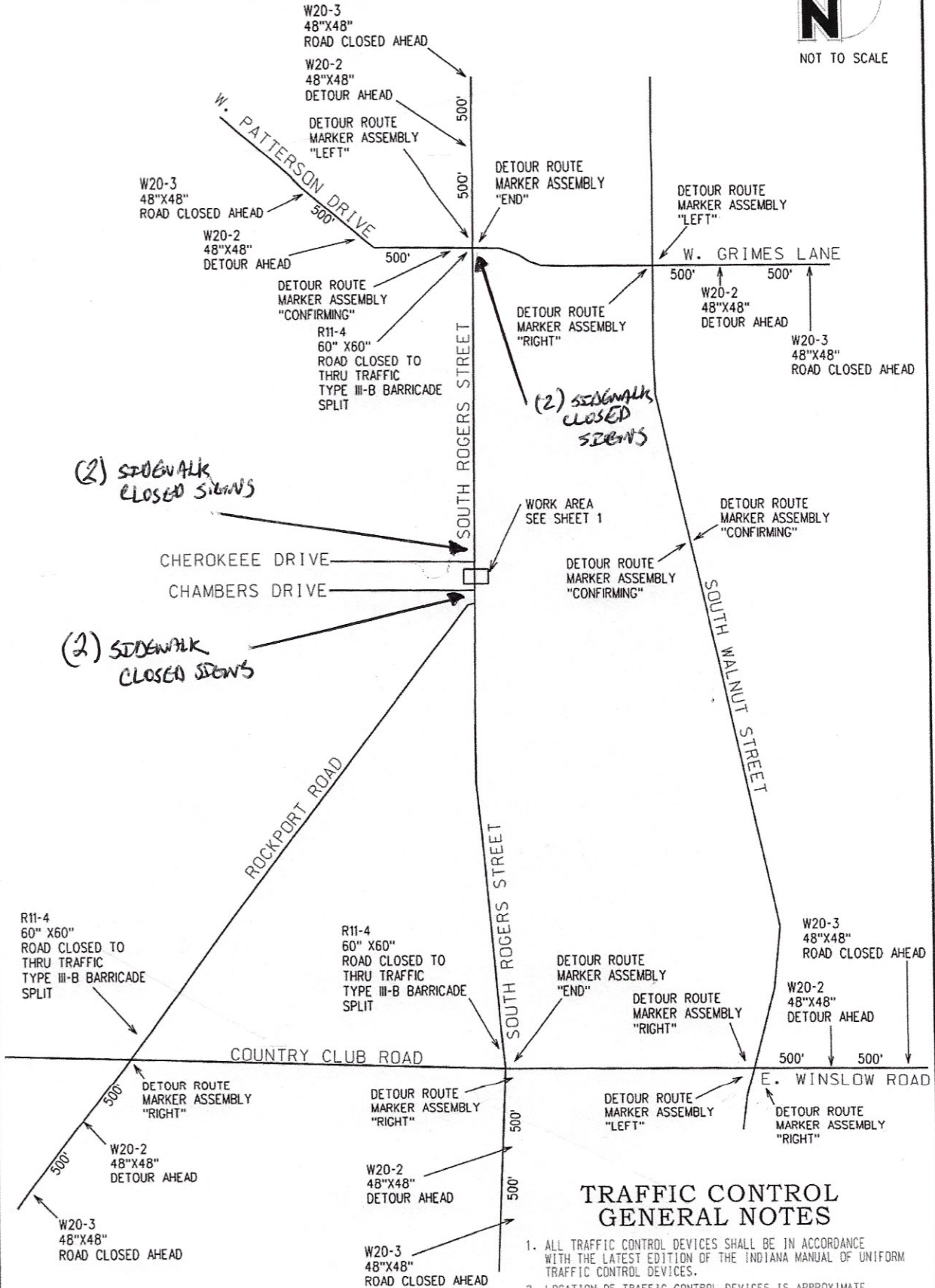
INSTALL
 ROAD CLOSED
 R11-2
 48" X 30"

SIDEWALK CLOSED

Smith Brehob & Associates, Inc.
 453 S. Clarizz Boulevard
 Bloomington, Indiana, 47401
 Telephone: (812) 336-6536
 www.smithbrehob.com



SWITCHYARD APARTMENTS
 TRAFFIC MAINTENANCE PLAN FOR
 UTILITY WORK WITHIN S. ROGERS STREET



(2) SIDEWALK CLOSED SIGNS

(2) SIDEWALK CLOSED SIGNS

(2) SIDEWALK CLOSED SIGNS

**TRAFFIC CONTROL
 GENERAL NOTES**

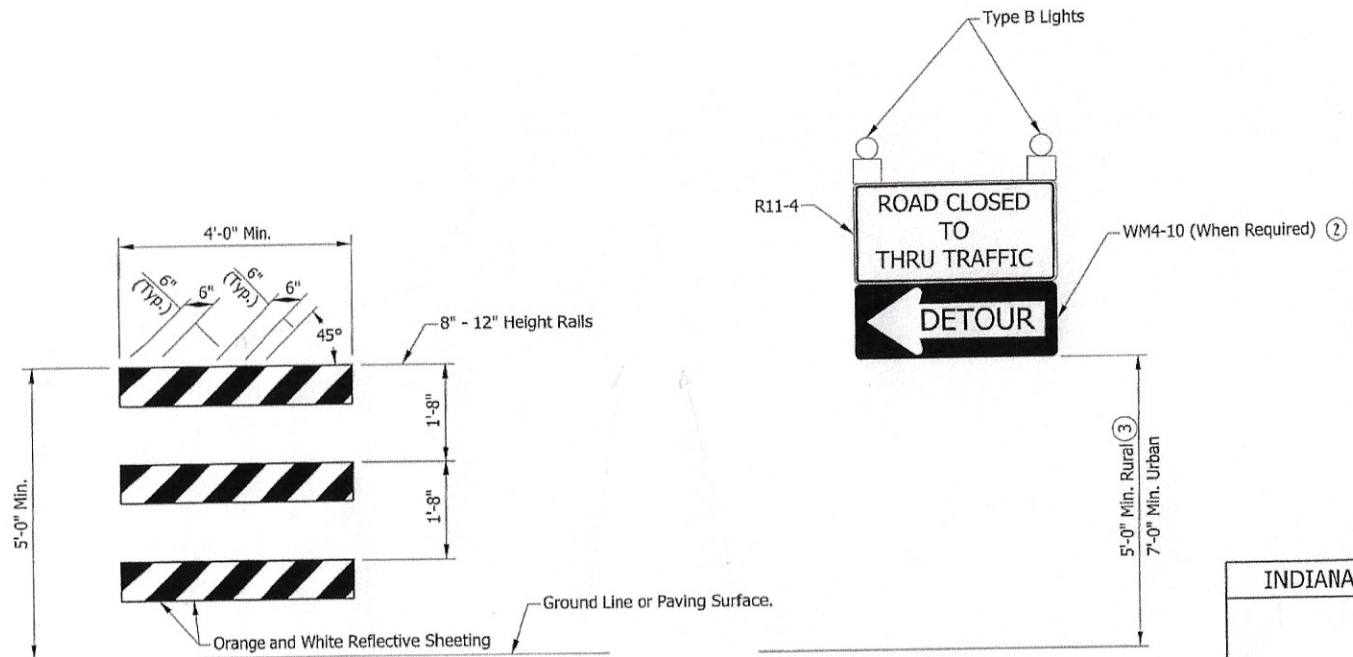
1. ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
2. LOCATION OF TRAFFIC CONTROL DEVICES IS APPROXIMATE. ADJUSTMENT BASED ON FIELD CONDITIONS MAY BE REQUIRED.
3. CONTRACTOR SHALL COORDINATE MAINTENANCE OF TRAFFIC PLAN AND ROAD CLOSURE WITH CITY OF BLOOMINGTON TRANSPORTATION AND TRAFFIC DIVISION PRIOR TO IMPLEMENTATION.
4. S. ROGERS SHALL REMAIN OPEN TO LOCAL TRAFFIC TO CHEROKEE AND CHAMBERS
5. ADVANCED WARNING SIGNAGE SHALL INCLUDE CLOSED ROAD NAME.

Smith Brehob & Associates, Inc.
 453 S. Clarizz Boulevard
 Bloomington, Indiana, 47401
 Telephone: (812) 336-6536
 www.smithbrehob.com



NOTES:

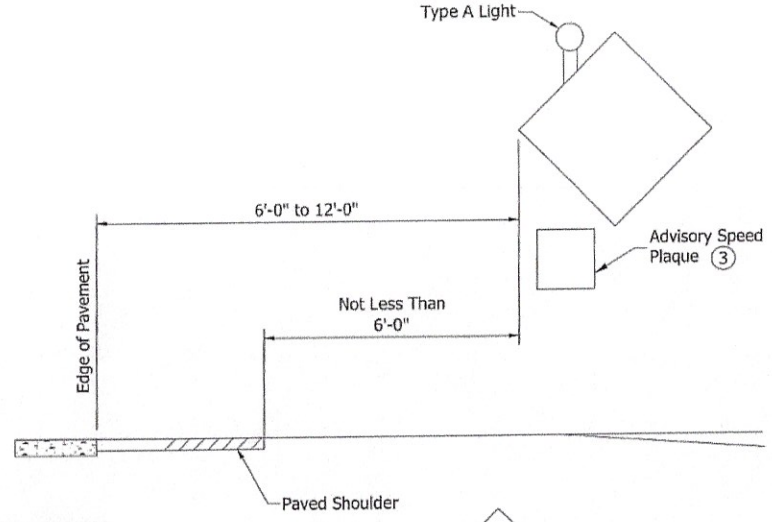
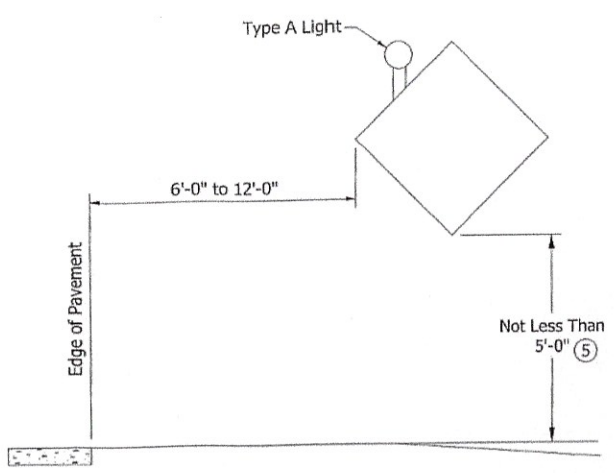
1. Barricade lights, signs, and supports shall meet NCHRP 350 or MASH crash evaluation criteria.
2. The Detour Arrow sign shall be used only when a detour route has been signed.
3. The sign assembly must be above the Type III barricade.



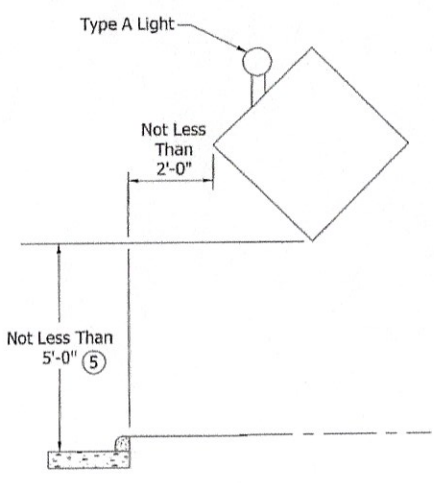
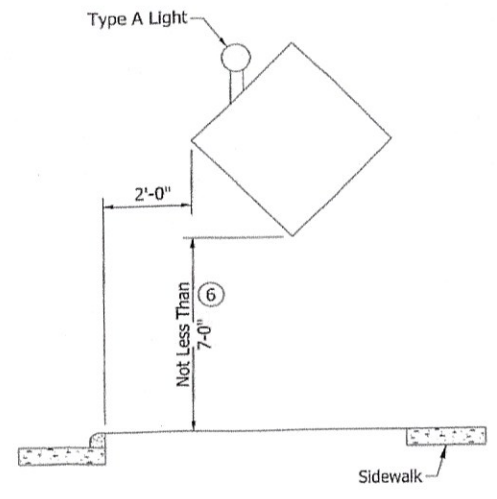
TYPE III BARRICADE

ROAD CLOSURE SIGN ASSEMBLY

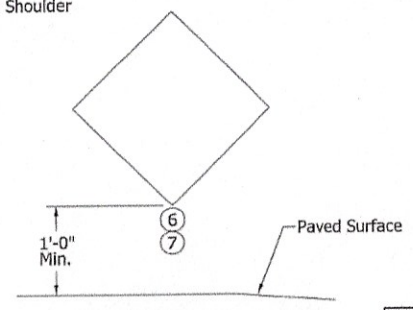
INDIANA DEPARTMENT OF TRANSPORTATION	
TYPE III BARRICADE	
SEPTEMBER 2016	
STANDARD DRAWING NO. E 801-TCDV-04	
	/s/ David H. Boruff 06/25/15 DESIGN STANDARDS ENGINEER DATE
	/s/ Mark A. Miller 07/02/15 CHIEF ENGINEER DATE



UN-CURBED ROADWAY



CURBED ROADWAY

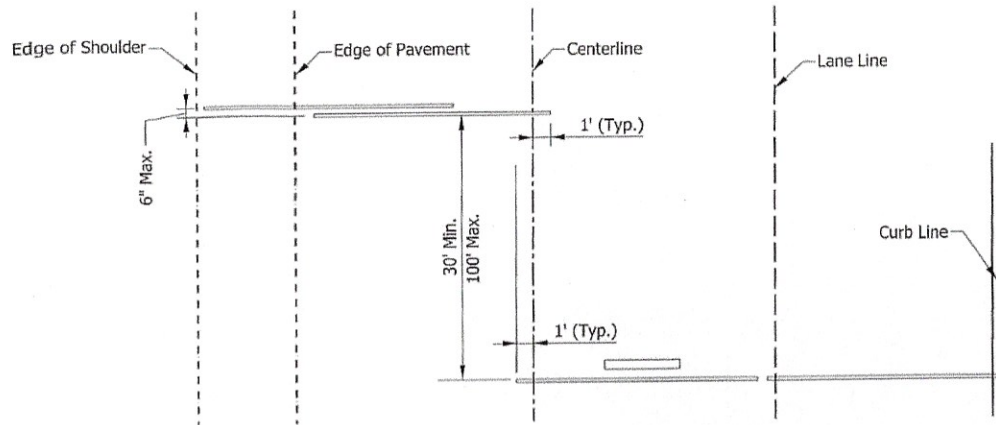


TEMPORARY MOUNTED CONSTRUCTION SIGN

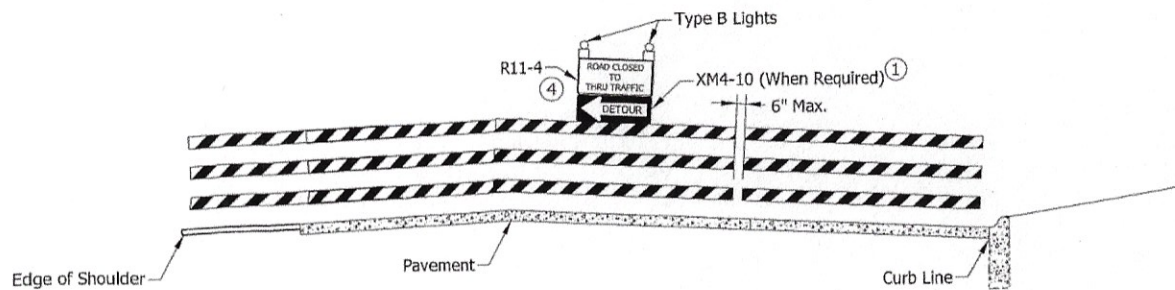
NOTES:

1. See Standard Drawing E 801-TCSN-07 for additional notes.
2. Signs, lights, and supports shall satisfy NCHRP 350 or MASH crash evaluation criteria.
- (3) An advisory speed plaque, required to be placed with another construction sign, may be mounted on the post closest to the roadway at a height not less than 4 ft above the edge of pavement adjacent to the sign. The bottom of the construction warning sign shall not be lower than the top of the advisory speed plaque.
4. Type A warning light required on all construction signs.
- (5) In urban area or on Interstate route, mounting height shall not be less than 7 ft.
- (6) When signs are placed on sidewalk, a 4 ft useable width must be maintained. No part of the sign or support that is less than 7 ft in height may protrude more than 4 in. into the 4 ft useable sidewalk width.
- (7) Temporary mounted construction sign for nighttime work or for operations which affect traffic lanes shall be mounting height of 5 ft above the traveled way. On roadways where on-street parking is allowed, temporary mounted construction signs shall have a minimum sign mounting height of 7 ft above the traveled way.

INDIANA DEPARTMENT OF TRANSPORTATION	
TYPICAL CONSTRUCTION SIGN MOUNTING	
SEPTEMBER 2016	
STANDARD DRAWING NO.	E 801-TCDV-05
	<i>/s/ David H. Boruff</i> 06/25/15 DESIGN STANDARDS ENGINEER DATE
	<i>/s/ Mark A. Miller</i> 07/02/15 CHIEF ENGINEER DATE



PLAN VIEW



ELEVATION

TYPICAL APPLICATIONS OF TYPE III BARRICADES
"ROAD CLOSED TO THRU TRAFFIC"

NOTES:

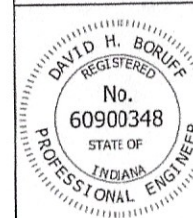
- ① The Detour Arrow sign shall be used only when a detour route has been signed.
2. See Standard Drawing E 801-TCDV-04 for sign use and mounting information.
3. Barricades and supports shall meet NCHRP 350 or MASH crash evaluation criteria.
- ④ The R11-3a ("ROAD CLOSED/LOCAL TRAFFIC ONLY") or R11-3b ("BRIDGE CLOSED/LOCAL TRAFFIC ONLY") sign may be substituted for the R11-4 signs as directed on the plans or by the engineer.

INDIANA DEPARTMENT OF TRANSPORTATION

TYPE III BARRICADE APPLICATION FOR
ROAD CLOSURE FOR THRU TRAFFIC

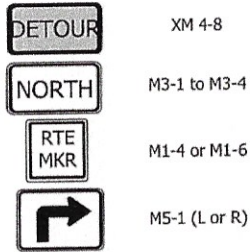
SEPTEMBER 2016

STANDARD DRAWING NO. E 801-TCDV-06

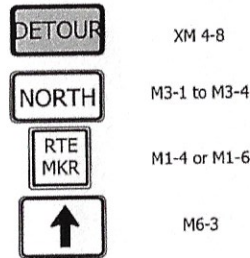


/s/ David H. Boruff 06/25/15
DESIGN STANDARDS ENGINEER DATE

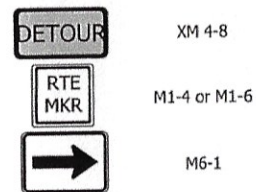
/s/ Mark A. Miller 07/02/15
CHIEF ENGINEER DATE



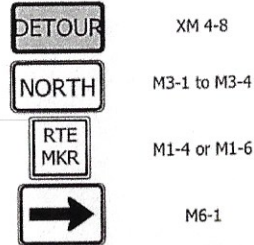
(A) ADVANCE TURN DETOUR ROUTE MARKER ASSEMBLY ①



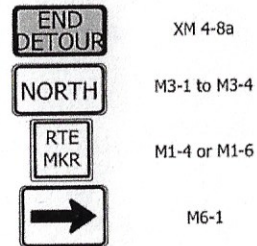
(C) CONFIRMING DETOUR ROUTE MARKER ASSEMBLY ③



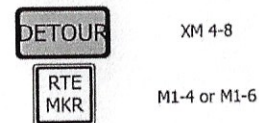
(E) BI-DIRECTIONAL DETOUR ROUTE MARKER ASSEMBLY



(B) DIRECTIONAL DETOUR ROUTE MARKER ASSEMBLY ②



(D) END DETOUR ROUTE MARKER ASSEMBLY ④



(F) BI-DIRECTIONAL CONFIRMING DETOUR ROUTE MARKER ASSEMBLY

STATE HIGHWAY / NUMBERED LOCAL HIGHWAY

NOTES:

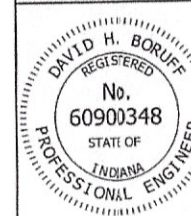
- ① Advance turn detour route marker assemblies shall be located as shown, or after the last cross street prior to the beginning of the detour, as directed.
- ② Directional detour route marker assemblies shall be located 100 ft. to 200 ft. in advance of all required turns within the detour limits.
- ③ Confirming detour route marker assemblies shall be located 200 ft. past all major intersections, as required, and shall be spaced a maximum of 3 mi. on a rural detour or 0.5 mi. on an urban detour on each leg of such detours. Confirming detour route marker assemblies shall be placed after a required turn when directed.
- ④ End detour route marker assemblies shall be located 100 ft. to 200 ft. in advance of the final turn of the detour.

INDIANA DEPARTMENT OF TRANSPORTATION

DETOUR ROUTE MARKER ASSEMBLIES

SEPTEMBER 2017

STANDARD DRAWING NO. E 801-TCDT-04



/s/ David H. Boruff 04/24/17
DESIGN STANDARDS ENGINEER DATE


/s/ John Leckie 04/25/17
CHIEF ENGINEER DATE

SIGN NUMBER	IMUTCD CODE	SIGN MESSAGE	POST DESIGN		SIGN SIZE	SIGN COLOR		BORDER WIDTH	MARGIN WIDTH	LETTER HEIGHT SERIES - LINE 1	LETTER HEIGHT SERIES - LINE 2	LETTER HEIGHT SERIES - LINE 3	WORD OR LINE	PCT.	CORNER RADIUS	NO. OF POSTS		
			4 X 4 WOOD	STEEL		BACKGROUND	COPY									1	2	
R2-1	R2-1	Speed Limit _____	*	A	24 X 30	White	Black										X	
R2-1-B	R2-1	Speed Limit _____	*	B	48 X 60	White	Black											X
R3-2-A (R or L)	R3-2	(Movement Prohibition)	*	A	30 X 30	White	Black										X	
R3-2-C (R or L)	R3-2	(Movement Prohibition)	*	B	48 X 48	White	Black											X
R4-1	R4-1	Do Not Pass	*	A	24 X 30	White	Black											X
R4-1-B	R4-1	Do Not Pass	*	B	48 X 60	White	Black											X
R5-1-A	R5-1	Do Not Enter	*	A	36 X 36	Red	White											X
R5-1-B	R5-1	Do Not Enter	*	B	48 X 48	Red	White											X
R6-1 (R or L)	R6-1	One Way (Inside White Arrow)	*	A	36 X 12	White	Black										X	
R6-2-A (R or L)	R6-2	One Way (Above White Arrow)	*	A	24 X 30	Black & White	Black										X	
R11-2	R11-2	Road Closed	*	B	48 X 30	White	Black											X
R11-3	R11-3	Road Closed - Local Traffic Only	*	B	60 X 30	White	Black											X
R11-4	R11-4	Road Closed to Thru Traffic	*	B	60 X 30	White	Black											X
R12-1	R12-1	Weight Limit _____ Tons	*	A	24 X 30	White	Black										X	
R12-1-A	R12-1	Weight Limit _____ Tons	-	B	36 X 48	White	Black											X
S4-4	S4-4	When Flashing Plaque	*	-	48 X 20	White	Black											X
XW1-1-A (R or L)	W1-1	(Turn Symbol)	*	A	36 X 36	Orange	Black											X
XW1-1-B (R or L)	W1-1	(Turn Symbol)	*	B	48 X 48	Orange	Black											X
XW1-2-A (R or L)	W1-2	(Curve Symbol)	*	A	36 X 36	Orange	Black											X
XW1-2-B (R or L)	W1-2	(Curve Symbol)	*	B	48 X 48	Orange	Black											X
XW1-3-A (R or L)	W1-3	(Reverse Turn Symbol)	*	A	36 X 36	Orange	Black											X
XW1-3-B (R or L)	W1-3	(Reverse Turn Symbol)	*	B	48 X 48	Orange	Black											X
XW1-4-A (R or L)	W1-4	(Reverse Curve Symbol)	*	A	36 X 36	Orange	Black											X
XW1-4-B (R or L)	W1-4	(Reverse Curve Symbol)	*	B	48 X 48	Orange	Black											X
XW1-6	W1-6	(Single Headed Arrow)	*	B	48 X 24	Orange	Black											X
XW1-6-A	W1-6	(Single Headed Arrow)	*	B	60 X 30	Orange	Black											X
XW2-6	XW2-6	Worksite Added Penalty	*	B	60 X 36	Orange	Black	7/8	5/8	5 - Series C	5 - Series C	5 - Series C	5 - Series C		2 1/4			X
XW2-6-A	XW2-6	Worksite Added Penalty	*	B	78 X 42	Orange	Black	7/8	5/8	6 - Series D	6 - Series D	6 - Series D	6 - Series D		2 1/4			X
XW2-6a	XW2-6a	Speeding Max \$1000	*	A	30 X 30	Orange	Black	3/4	1/2	4 - Series C	4 - Series C				2 1/4			X
XW2-6a-A	XW2-6a	Speeding Max \$1000	*	A	36 X 36	Orange	Black	7/8	5/8	5 - Series C	5 - Series C				2 1/4			X
XW2-6a-B	XW2-6a	Speeding Max \$1000	*	B	48 X 48	Orange	Black	1 1/4	3/4	6 - Series D	6 - Series D				3			X
XW2-6b	XW2-6b	Reckless Driving Max 6 Yrs	*	A	30 X 30	Orange	Black	3/4	1/2	4 - Series C	4 - Series C				1 7/8	X		
XW2-6b-A	XW2-6b	Reckless Driving Max 6 Yrs	*	A	36 X 36	Orange	Black	7/8	5/8	5 - Series C	5 - Series C				2 1/4			X
XW2-6b-B	XW2-6b	Reckless Driving Max 6 Yrs	*	B	48 X 48	Orange	Black	1 1/4	3/4	6 - Series D	6 - Series D				3			X

*Wood post permitted.

NOTES:

- ① Spacing between letters of this word or line shall be reduced by this percentage as shown in the FHWA document, *Standard Highway Signs*.
2. See Standard Drawing E 801-TCSN-01 for additional general notes.
3. All dimensions are in inches.

INDIANA DEPARTMENT OF TRANSPORTATION	
TRAFFIC CONTROL SIGN DESIGN DETAILS	
SEPTEMBER 2016	
STANDARD DRAWING NO. E 801-TCSN-04	
	/s/ David H. Boruff 03/24/16 DESIGN STANDARDS ENGINEER DATE
	/s/ Mark A. Miller 03/24/16 CHIEF ENGINEER DATE

SIGN NUMBER	MUTCD CODE	SIGN MESSAGE	POST DESIGN	SIGN SIZE	SIGN COLOR	BORDER	MARGIN WIDTH	LETTER HEIGHT SERIES - LINE 1	LETTER HEIGHT SERIES - LINE 2	LETTER HEIGHT SERIES - LINE 3	WORD OR LINE	PCT.	CORNER RADIUS	NO. OF POSTS	
														1	2
XW3-4E	-	Overhead Sign Installation	* B	60 x 24	Orange	Back	1/2	1/8	6 - Series C	6 - Series C					X
XW3-5-A	W3-5	(Reduced Speed Limit Ahead)	* A	36 X 36	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW3-5-B	W3-5	(Reduced Speed Limit Ahead)	* B	48 X 48	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW3-5a-A	W3-5	(Reduced Speed Limit Ahead)	* A	36 X 26	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW3-5a-B	W3-5	(Reduced Speed Limit Ahead)	* B	48 X 48	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW4-2 (R or L)	W4-2	(Lane Ends Merge Symbol)	* A	36 X 36	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW4-2A (R or L)	W4-2	(Lane Ends Merge Symbol)	* B	48 X 48	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW6-2a-A	W6-2	(Divided Highway Ends Symbol)	* A	36 X 36	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW6-2a-B	W6-2	(Divided Highway Ends Symbol)	* B	48 X 48	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW6-3-B	W6-3	(Loop Way Traffic Symbol)	* A	36 X 36	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW8-1-A	W8-1	Bump	* A	36 X 36	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW8-1-B	W8-1	Bump	* B	48 X 48	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW8-2-A	W8-2	Dip	* A	36 X 36	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW8-2-B	W8-2	Dip	* B	48 X 48	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW8-2a-A	W8-2	Pavement Ends	* A	36 X 36	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW8-4-A	W8-4	Soft Shoulder	* A	36 X 36	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW8-4-B	W8-4	Soft Shoulder	* B	48 X 48	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW8-6-A	W8-6	Truck Crossing	* A	36 X 36	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW8-6-B	W8-6	Truck Crossing	* B	48 X 48	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW9-1a-A (R or L)	W9-1	Lane Ends	* A	36 X 48	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW9-1-B (R or L)	W9-1	Lane Ends	* B	48 X 48	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW9-2a-A (R or L)	W9-2	Lane Ends Merge	* A	36 X 48	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW9-2-B (R or L)	W9-2	Lane Ends Merge	* B	48 X 48	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW12-1-C	W12-1	Double Arrow	* A	36 X 36	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW13-1-A	W13-1	Advisory Speed Plaque	* B	48 X 48	Orange	Back	1 1/4	3/4	7 - Series C	7 - Series C	7 - Series C	Construction	25	3	X
XW20-1	W20-1	Road Construction Ahead	* B	60 X 60	Orange	Back	1 1/2	1	8 - Series C	8 - Series C	8 - Series C	Construction	25	3	X
XW20-1a	W20-1	Road Construction Ahead	* B	60 X 60	Orange	Back	1 1/2	1	8 - Series C	8 - Series C	8 - Series C	Construction	25	3	X
XW20-1a	W20-1	Road Repairs Next Miles	* B	48 X 48	Orange	Back	1 1/4	3/4	6 - Series C	6 - Series C	6 - Series C				X
XW20-2	W20-2	Detour Ahead	* B	48 X 48	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW20-3	W20-3	Road Closed Ahead	* B	48 X 48	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW20-4	W20-4	One Lane Road Ahead	* B	48 X 48	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW20-5 (R, C, or	W20-5	Lane Closed Ahead	* B	48 X 48	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW20-7A	W20-7	Flagger Symbol	* B	48 X 48	Orange	Back			See FHWA publication Standard Highway Signs for fabrication details					X	
XW20-YWR(A)	-	Wide Load Restriction	* B	48 X 48	Orange	Back	1 1/4	3/4	6 - Series D	6 - Series D	6 - Series D			3	X
XW20-YWR(B)	-	Wide Load Over Ft. Restr. Ex.	* B	48 X 48	Orange	Back	1 1/4	3/4	6 - Series C	6 - Series C	6 - Series C			3	X
XW20-YWR(C)	-	No Loads Over Ft. Wide	* B	48 X 48	Orange	Back	1 1/4	3/4	6 - Series D	6 - Series D	6 - Series D			3	X

*Wood post permitted.

NOTES:

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- See Standard Drawing E 801-TCSN-01 for additional general notes.
- All dimensions are in inches.

INDIANA DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SIGN DESIGN DETAILS

SEPTEMBER 2016

STANDARD DRAWING NO. E 801-TCSN-05

	/s/ David H. Boruff	03/24/16
	DESIGN STANDARDS ENGINEER	DATE
	/s/ Mark A. Miller	03/24/16
	CHIEF ENGINEER	DATE

SIGN NUMBER	MUTCD CODE	SIGN MESSAGE	POST DESIGN		SIGN SIZE	SIGN COLOR	BORDER	HORIZ. WIDTH	LETTER HEIGHT SERIES - LINE 1	LETTER HEIGHT SERIES - LINE 2	LETTER HEIGHT SERIES - LINE 3	WORD OR LINE	PCT.	CORNER RADIUS	NO. OF PGS.	
			4 X 4 WOOD	STEEL											1	2
XW21-1-A	W21-1	Workers Symbol	*	A	24 X 36	Orange	Black									X
XW21-2	W21-2	Fresh Oil	*	A	30 X 30	Orange	Black								X	
XW21-2-A	W21-2	Fresh Oil	*	A	30 X 36	Orange	Black								X	
XW21-3-A	W21-3	Road Machinery Ahead	*	B	48 X 48	Orange	Black								X	
W25-1	W25-1	Road Work Ahead	*	B	48 X 48	Orange	Black								X	
XW21-5-A	W21-5	Shoulder Work	*	A	48 X 48	Orange	Black								X	
XW21-6-A	W21-6	Survey Crew	*	A	36 X 36	Orange	Black								X	
XW21-7	W21-7	Utility Work Ahead	*	A	30 X 36	Orange	Black								X	
XW21-7-A	W21-7	Utility Work Ahead	*	B	48 X 48	Orange	Black								X	
XW21-8	W21-8	Mowing Crews Ahead	*	A	30 X 36	Orange	Black	3/4	1/2	6 - Series C	6 - Series C	6 - Series C			2 1/4	X
XW21-8a	W21-8	Mowing Crews Ahead	*	B	48 X 48	Orange	Black	1 1/4	3/4	6 - Series C	6 - Series C	6 - Series C			3	X
XW21-8b-A	W21-8	Mowing Crews Next Miles	*	A	34 X 36	Orange	Black	3/4	1/2	6 - Series C	6 - Series C	4 - Series C	4 - Series C		2 1/4	X
XW21-8b-A	W21-8	Mowing Crews Next Miles	*	B	48 X 48	Orange	Black	1 1/4	3/4	6 - Series C	6 - Series C	6 - Series C			3	X
XW103-1		Watch for Stopped Traffic	*	B	48 X 48	Orange	Black	1 1/4	3/4	7 - Series C	7 - Series C	7 - Series C			3	X
XG20-1	G20-1	Road Construction Next Miles	*	B	60 X 36	Orange	Black	3/4	1/2	6 - Series C	6 - Series C	6 - Series C			2 1/4	X
XG20-2	G20-2	End Construction	*	B	60 X 24	Orange	Black	1/2	3/8	6 - Series C	6 - Series C				1 1/2	X
G20-3	G20-3	End Road Work	*	B	48 X 18	Orange	Black									X
XG20-4	G20-4	Flat Car Follow Me	*	B	35 X 18	Orange	Black									X
XG20-5		(Route Number or Lane Closed On or After)	*	B	60 X 36	Orange	Black	3/4	1/2	6 - Series C	6 - Series C	6 - Series C			2 1/4	X
XG20-5P	XG20-5P	Worksite Focus	*	B	48 X 18	Orange	Black	1/2	3/8	6 - Series C					1 1/2	X
XW20-6		Lane Restrictions On or After	*	B	60 X 36	Orange	Black	3/4	1/2	5 - Series C	5 - Series C	4 - Series C			1 7/8	X
XW20-6A		Lane Restrictions On or After	*	B	72 X 36	Orange	Black	7/8	5/8	6 - Series C	6 - Series C	5 - Series C			2 1/4	X
XW4-9 (R or L)	H4-9	Detour (Above Back Arrow)	*	A	30 X 24	Orange	Black									X
XW4-9-B (R or L)	H4-9	Detour (Above Back Arrow)	*	B	48 X 36	Orange	Black									X
XW4-19B		St / Detour Arrow	*	B	L X 36	Orange	Black	3/2	3/8	4 - Series C	6 - Series C		1	30	1 1/2	X (L > 42) X (L > 42)
XW4-19B		St / Direction / Detour Arrow	*	B	L X 48	Orange	Black	1/2	3/8	4 - Series C	6 - Series C		30	1 1/2	X (L > 36) X (L > 36)	
XW4-19 (R or L)	H4-19	Detour (Outside Orange Arrow)	*	B	48 X 18	Black & Orange	Black									X
XW155-1-A		Right Lane Exit Open	*	B	48 X 48	Orange	Black	1 1/4	3/4	6 - Series C	6 - Series C				3	X
XW155-1-A		Exit Closed	*	B	48 X 48	Orange	Black	1 1/4	3/4	7 - Series C	7 - Series C				3	X
XW155-2-A		Exit Open	*	B	48 X 48	Orange	Black	1 1/4	3/4	7 - Series C	7 - Series C				3	X
XW155-2-A		Exit (Above Back Arrow)	*	B	48 X 48	Orange	Black									X

*Wood post permitted.

NOTES:

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INDIANA DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SIGN DESIGN DETAILS

SEPTEMBER 2016

STANDARD DRAWING NO. E 801-TCSN-06

	/s/ David H. Boruff DESIGN STANDARDS ENGINEER	03/24/16 DATE
	/s/ Mark A. Miller CHIEF ENGINEER	03/24/16 DATE



City of Bloomington
Public Works Department

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

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

Street or Traffic Lane Closure Permit Application

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

Location: S Rodgers Patterson Dr. Rockport Rd. and Country Club Rd.
(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 Nov. 19th, 2019 To Nov. 21st, 2019
> 2 weeks? Yes No

Start Time: 7 : 00 a.m. / p.m.
End Time: 6 : 00 a.m. / p.m.

Overnight Closure Required: Yes No

The applicant hereby certifies and agrees as follows:

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

Applicant Information:

Name or Organization: Goodman Construction Co. Inc.

Contact Person (Printed Name): Dayne Goodman

Contact Email: dayne@goodmanconstructionco.com Contact Phone No.: 812-798-3260

Signature: Dayne H Goodman Date: 11/7/19

For Administration Use Only

Approved By: _____ BPW Staff Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Claim Register

Invoice Date Range 11/04/19 -
11/15/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43442 - Equipment Deposits				
Martha Dogan	01-refund trap deposit		11/15/2019	40.00
Dianne Wolfe	01-trap deposit refund		11/15/2019	40.00
	Account 43442 - Equipment Deposits Totals	2		\$80.00
Account 52210 - Institutional Supplies				
4045 - Datamars, INC	01-microchips-400-10/11/19		11/15/2019	2,163.13
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline/kitten/puppy food-10/25/19		11/15/2019	510.88
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-Large-10/22/19		11/15/2019	84.73
4633 - Midwest Veterinary Supply, INC	01-antibiotics, vaccines-10/22/19		11/15/2019	534.16
	Account 52210 - Institutional Supplies Totals	4		\$3,292.90
Account 52340 - Other Repairs and Maintenance				
313 - Fastenal Company	01-laundry detergent, towels-10/21/19		11/15/2019	98.19
313 - Fastenal Company	01-trash liners-10/24/19		11/15/2019	124.61
	Account 52340 - Other Repairs and Maintenance Totals	2		\$222.80
Account 53130 - Medical				
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-10/1-10/17/19		11/15/2019	3,926.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-vet check wound care-10/30/19		11/15/2019	103.04
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-diagnostics, spay/neuter, dental-10/8/19		11/15/2019	888.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-emergency services-10/18-10/19/19		11/15/2019	290.37
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-office visits, spay/neuter surgeries-10/22/19		11/15/2019	398.50
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-10/29/19		11/15/2019	493.00
	Account 53130 - Medical Totals	6		\$6,098.91
Account 53610 - Building Repairs				
656 - B&L Sheet Metal and Roofing, INC	19-Service Agreement to Fabrication of Dog Kennel Openings		11/15/2019	973.60
	Account 53610 - Building Repairs Totals	1		\$973.60
	Program 010000 - Main Totals	15		\$10,668.21



Board of Public Works Claim Register

Invoice Date Range 11/04/19 - 11/15/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
Program 010001 - Donations Over \$5K				
Account 53130 - Medical				
50350 - Arlington Heights Veterinary Hospital, INC	01-emergency visit-9/25 & 9/29/19		11/15/2019	397.50
50350 - Arlington Heights Veterinary Hospital, INC	01-emergency visit-10/16 & 10/17/19		11/15/2019	142.97
50350 - Arlington Heights Veterinary Hospital, INC	01-emergency visit-10/17/19		11/15/2019	65.24
50350 - Arlington Heights Veterinary Hospital, INC	01-emergency visits-8/4 & 8/16/19		11/15/2019	789.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-product return-#3637-10/8/19		11/15/2019	(45.00)
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-product return-#3605-10/8/19		11/15/2019	(55.00)
	Account 53130 - Medical Totals	6		\$1,294.71
Account 54440 - Motor Equipment				
6070 - 72 Hour LLC (National Auto Fleet Group)	17-Pick-up (vehicle) for adoption trailer for BACC		11/15/2019	36,692.53
	Account 54440 - Motor Equipment Totals	1		\$36,692.53
	Program 010001 - Donations Over \$5K Totals	7		\$37,987.24
	Department 01 - Animal Shelter Totals	22		\$48,655.45
Department 02 - Public Works				
Program 020000 - Main				
Account 52420 - Other Supplies				
3404 - J.R. Watkins & Family, INC (Signs Now)	02 Sanitation Registration Stickers for Containers in ROW		11/15/2019	598.30
	Account 52420 - Other Supplies Totals	1		\$598.30
Account 53160 - Instruction				
203 - INDIANA UNIVERSITY	02-Leadership Bloomington-Christina Smith		11/15/2019	760.00
	Account 53160 - Instruction Totals	1		\$760.00
Account 53210 - Telephone				
1079 - AT&T	02-Radio circuits-phone charges 9/29-10/28/19		11/04/2019	180.64
	Account 53210 - Telephone Totals	1		\$180.64
Account 53230 - Travel				
3560 - First Financial Bank / Credit Cards	17-Hotwire-hotel-A. Wason-Lucity 10/2019		11/15/2019	327.83
3560 - First Financial Bank / Credit Cards	02 Credit Card Charges Lucity Conference Kansas City		11/15/2019	597.60
3560 - First Financial Bank / Credit Cards	02 Credit Card Charges Lucity Conference Kansas City		11/15/2019	98.42



Board of Public Works Claim Register

Invoice Date Range 11/04/19 -
11/15/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
	Account 53230 - Travel Totals	3		\$1,023.85
Account 53990 - Other Services and Charges				
3560 - First Financial Bank / Credit Cards	02 - Car was Adam Wason		11/15/2019	10.00
	Account 53990 - Other Services and Charges Totals	1		\$10.00
	Program 020000 - Main Totals	7		\$2,572.79
	Department 02 - Public Works Totals	7		\$2,572.79
Department 04 - Economic & Sustainable Dev				
Program 040000 - Main				
Account 52420 - Other Supplies				
53005 - Menards, INC	04 - Art Supplies - paint, brushes, primer		11/15/2019	216.01
	Account 52420 - Other Supplies Totals	1		\$216.01
Account 53160 - Instruction				
3560 - First Financial Bank / Credit Cards	04 Registration - 2019 Federal Focus Alex - Chamber		11/15/2019	50.00
517 - Indiana Economic Development Association, INC	04 - 2019 IEDA Annual Business Meeting & Conf		11/15/2019	250.00
	Account 53160 - Instruction Totals	2		\$300.00
Account 53230 - Travel				
5815 - Pierre A J Crowley	04 - parking expense in Indianapolis		11/15/2019	44.00
3560 - First Financial Bank / Credit Cards	04 - Hampton Inn (Lauren) Growing Sustainable Comm Conf		11/15/2019	110.88
	Account 53230 - Travel Totals	2		\$154.88
Account 53320 - Advertising				
3560 - First Financial Bank / Credit Cards	04 - Daybook - Ad for AD Biz Development job		11/15/2019	50.00
	Account 53320 - Advertising Totals	1		\$50.00
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	04 - Hootsuite Platform for 2019		11/15/2019	5.99
	Account 53910 - Dues and Subscriptions Totals	1		\$5.99
	Program 040000 - Main Totals	7		\$726.88
	Department 04 - Economic & Sustainable Dev Totals	7		\$726.88
Department 06 - Controller's Office				
Program 060000 - Main				



Board of Public Works Claim Register

Invoice Date Range 11/04/19 -
11/15/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
Account 53160 - Instruction				
3913 - Indiana League Of Municipal Clerks & Treasurers	06 ILMCT Fall Meeting SBA & DLGF Curran /McMillian		11/15/2019	100.00
	Account 53160 - Instruction Totals	1		<u>\$100.00</u>
Account 53990 - Other Services and Charges				
391 - O. W. Krohn & Associates, LLP	06 Finanical Consulting		11/15/2019	4,000.00
1352 - Cornerstone Planning & Design INC	18- Project Management		11/15/2019	7,242.70
	Account 53990 - Other Services and Charges Totals	2		<u>\$11,242.70</u>
	Program 060000 - Main Totals	3		<u>\$11,342.70</u>
	Department 06 - Controller's Office Totals	3		<u>\$11,342.70</u>
Department 09 - CFRD				
Program 090000 - Main				
Account 53170 - Mgt. Fee, Consultants, and Workshops				
199 - Monroe County Government	09-Registration-MC3 Summit-Schaich, Whitaker		11/15/2019	40.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	1		<u>\$40.00</u>
Account 53940 - Temporary Contractual Employee				
580 - Express Services, INC	09-Temp. service-front desk reception-S. Cook- Oct. 13, 2019		11/15/2019	152.80
	Account 53940 - Temporary Contractual Employee Totals	1		<u>\$152.80</u>
	Program 090000 - Main Totals	2		<u>\$192.80</u>
	Department 09 - CFRD Totals	2		<u>\$192.80</u>
Department 10 - Legal				
Program 100000 - Main				
Account 53120 - Special Legal Services				
50587 - Barnes & Thornburg LLP	10- legal services golf cart lease financing		11/15/2019	4,500.00
19660 - Bose McKinney & Evans, LLP	10-legal services-Eminent Domain Lawsuit-222 Hats LLC		11/15/2019	6,977.00
	Account 53120 - Special Legal Services Totals	2		<u>\$11,477.00</u>
Account 53230 - Travel				
7152 - Larry D Allen	10-hotel-IFI case-Noblesville, IN-10/3/19		11/15/2019	105.28
	Account 53230 - Travel Totals	1		<u>\$105.28</u>
	Program 100000 - Main Totals	3		<u>\$11,582.28</u>



Board of Public Works Claim Register

Invoice Date Range 11/04/19 -
11/15/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
		Department 10 - Legal Totals	3	\$11,582.28
Department 11 - Mayor's Office				
Program 110000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	11-pens		11/15/2019	14.24
			Account 52110 - Office Supplies Totals	14.24
Account 52420 - Other Supplies				
3560 - First Financial Bank / Credit Cards	09-Youth Participatory Budget --water bottles		11/15/2019	302.38
3560 - First Financial Bank / Credit Cards	11-Panera lunch for OOTM retreat		11/15/2019	139.03
7149 - Namify, LLC	11-nametags for OOTM, etc.		11/15/2019	147.13
			Account 52420 - Other Supplies Totals	\$588.54
Account 53160 - Instruction				
203 - INDIANA UNIVERSITY	11-Andrew Krebs tuition LBMC		11/15/2019	1,060.00
			Account 53160 - Instruction Totals	\$1,060.00
Account 53910 - Dues and Subscriptions				
158 - United States Conference of Mayors	11-membership FY 2020		11/15/2019	5,269.00
			Account 53910 - Dues and Subscriptions Totals	\$5,269.00
Account 53960 - Grants				
3560 - First Financial Bank / Credit Cards	11-dinner with Mayor Johnson		11/15/2019	116.00
			Account 53960 - Grants Totals	\$116.00
Account 53990 - Other Services and Charges				
6428 - Kelly M Boatman (Core Projective, LLC)	11-project management OOTM September		11/15/2019	1,041.25
53442 - Paragon Micro, INC	11-Adobe Creative Cloud for teams x2		11/15/2019	1,861.98
			Account 53990 - Other Services and Charges Totals	\$2,903.23
			Program 110000 - Main Totals	\$9,951.01
			Department 11 - Mayor's Office Totals	\$9,951.01
Department 12 - Human Resources				
Program 120000 - Main				
Account 52420 - Other Supplies				



Board of Public Works Claim Register

Invoice Date Range 11/04/19 -
11/15/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
3560 - First Financial Bank / Credit Cards	12-Indiana Chamber Supervisors Handbook -\$7.49		11/15/2019	(7.49)
	Account 52420 - Other Supplies Totals		1	(\$7.49)
Account 53230 - Travel				
3560 - First Financial Bank / Credit Cards	12 Invoice for Shuttle Service from Airport (E Fields)		11/15/2019	44.00
5310 - Brenda K Hendrix	12 reimbursement for parking AIM meeting 10/10/19		11/15/2019	38.00
	Account 53230 - Travel Totals		2	\$82.00
Account 53990 - Other Services and Charges				
6099 - Safe Hiring Solutions	12-background checks \$113.40		11/15/2019	113.40
6099 - Safe Hiring Solutions	12-background checks \$247.75		11/15/2019	247.75
	Account 53990 - Other Services and Charges Totals		2	\$361.15
	Program 120000 - Main Totals		5	\$435.66
	Department 12 - Human Resources Totals		5	\$435.66
Department 13 - Planning				
Program 130000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	13 - green legal hanging folders, tape dispensers		11/15/2019	22.37
	Account 52110 - Office Supplies Totals		1	\$22.37
Account 52410 - Books				
3560 - First Financial Bank / Credit Cards	13 - ITE engineering reference book		11/15/2019	280.00
	Account 52410 - Books Totals		1	\$280.00
Account 52430 - Uniforms and Tools				
798 - Winters Associates Promotional Products, INC	13 - Department shirts		11/15/2019	467.48
	Account 52430 - Uniforms and Tools Totals		1	\$467.48
Account 53160 - Instruction				
3560 - First Financial Bank / Credit Cards	13 - BMP webinar		11/15/2019	79.00
	Account 53160 - Instruction Totals		1	\$79.00
Account 53170 - Mgt. Fee, Consultants, and Workshops				
12604 - Howard D Bruce (Tabor/Bruce Architecture & Design, INC)	13-P&T Proposed Space Planning-Inv date 10/10/2019		11/15/2019	2,450.00
6289 - Clarion Associates, LLC	13-UDO Update Contract Ext.-serv as of 9/30/2019		11/15/2019	8,318.17



Board of Public Works Claim Register

Invoice Date Range 11/04/19 -
11/15/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
6974 - M.J. Wells & Associates, INC	13-Travel Demand Mgmt (TDM) Plan-inv date 10/15/19		11/15/2019	6,855.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	3		<u>\$17,623.17</u>
Account 53220 - Postage				
3560 - First Financial Bank / Credit Cards	13 - FedEx Postage - three parcels		11/15/2019	99.95
	Account 53220 - Postage Totals	1		<u>\$99.95</u>
Account 53230 - Travel				
3560 - First Financial Bank / Credit Cards	13 - FFB reimburs. (Linda Thompson - hotel only)		11/15/2019	373.66
3560 - First Financial Bank / Credit Cards	13 - Reimbursement for R. Clemens hotel stay		11/15/2019	305.78
4949 - Linda Thompson	13-per diem,/fuel/pkg/CD-Urban Landscapes Conf-OH-10/7-10/9/19		11/15/2019	246.59
	Account 53230 - Travel Totals	3		<u>\$926.03</u>
Account 53310 - Printing				
8002 - Safeguard Business Systems, INC	13 - Comprehensive Plan spiral bound book		11/15/2019	936.72
	Account 53310 - Printing Totals	1		<u>\$936.72</u>
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	13 - ITE Membership Dues (Neil Kopper)		11/15/2019	308.50
	Account 53910 - Dues and Subscriptions Totals	1		<u>\$308.50</u>
Account 53960 - Grants				
19922 - Center For Sustainable Living, INC	13 - Local Motion Grant, Bloomington Community Bike Project		11/15/2019	1,649.00
	Account 53960 - Grants Totals	1		<u>\$1,649.00</u>
Account 53990 - Other Services and Charges				
199 - Monroe County Government	13-September 2019 copies		11/15/2019	4.00
	Account 53990 - Other Services and Charges Totals	1		<u>\$4.00</u>
	Program 130000 - Main Totals	15		<u>\$22,396.22</u>
Program 132000 - MPO				
Account 53230 - Travel				
3560 - First Financial Bank / Credit Cards	13-CREDIT #3128721596_refund tax (Ref: PO #2019-7528)		11/15/2019	(58.38)
3560 - First Financial Bank / Credit Cards	13-CREDIT #3129345893_refund tax (Ref: PO #2019-7531)		11/15/2019	(58.38)
	Account 53230 - Travel Totals	2		<u>(\$116.76)</u>
	Program 132000 - MPO Totals	2		<u>(\$116.76)</u>



Board of Public Works Claim Register

Invoice Date Range 11/04/19 - 11/15/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
		Department 13 - Planning Totals	17	\$22,279.46
Department 19 - Facilities Maintenance				
Program 190000 - Main				
Account 52210 - Institutional Supplies				
3892 - Midwest Color Printing, INC	19-Business cards for Facilities Staff		11/15/2019	73.00
60 - Monroe County Solid Waste Management District	19- Recycled Fluorescent Tubes		11/15/2019	83.95
			Account 52210 - Institutional Supplies Totals	2
				\$156.95
Account 52310 - Building Materials and Supplies				
409 - Black Lumber Co. INC	19- 2 units sound proof insulation		11/15/2019	81.90
293 - J&S Locksmith Shop, INC	19-Service Call to Adjust 2nd Entryway Door to City Hall		11/15/2019	66.50
394 - Kleindorfer Hardware & Variety	19 Misc hardware for Repairs and Preventative		11/15/2019	1.30
394 - Kleindorfer Hardware & Variety	19 Facilities Maintenance 1/2 valve - Repairs and Preventative		11/15/2019	5.49
394 - Kleindorfer Hardware & Variety	19 Brass 2 way for Repairs and Preventative		11/15/2019	10.24
394 - Kleindorfer Hardware & Variety	19 Fluidmaster, sloan rep kit for Repairs and Preventative		11/15/2019	12.68
394 - Kleindorfer Hardware & Variety	19 Facilities Maintenance Supplies for Repairs and Preventative		11/15/2019	19.49
394 - Kleindorfer Hardware & Variety	19 Facilities Maintenance Supplies for Repairs and Preventative		11/15/2019	27.90
394 - Kleindorfer Hardware & Variety	19 Tarps & wire Ties for Repairs and Preventative		11/15/2019	50.95
394 - Kleindorfer Hardware & Variety	19-Gloves for Facilities Maintenance		11/15/2019	13.99
394 - Kleindorfer Hardware & Variety	19-Rope for Pole saw for Facilities Maintenance		11/15/2019	1.68
394 - Kleindorfer Hardware & Variety	19-4 bolt connects and 12ft rope for Facilities Maintenance		11/15/2019	1.88
394 - Kleindorfer Hardware & Variety	19-plumber strip for Facilities Maintenance		11/15/2019	1.49
394 - Kleindorfer Hardware & Variety	19-triball reese hitch,locking hitch,8pc 1/2"dow for Fac Maint		11/15/2019	76.36
394 - Kleindorfer Hardware & Variety	19-rubber washers, cone washers for Facilities Maintenance		11/15/2019	22.00
394 - Kleindorfer Hardware & Variety	19-12-10/24 & 2-1/4 .28 ma screws for Facilities Maintenance		11/15/2019	8.01
394 - Kleindorfer Hardware & Variety	19-1bx 9x3 torx screw & drill set for Facilities Maintenance		11/15/2019	42.28
53005 - Menards, INC	19 Supplies for Facilities Maintenance		11/15/2019	16.11
53005 - Menards, INC	19 Supplies for Facilities Maintenance		11/15/2019	120.51
53005 - Menards, INC	19 Supplies for Facilities Maintenance		11/15/2019	196.90
53005 - Menards, INC	19 Supplies for Facilities Maintenance		11/15/2019	228.90



Board of Public Works Claim Register

Invoice Date Range 11/04/19 -
11/15/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
Account 52310 - Building Materials and Supplies Totals		21		\$1,006.56
Account 53610 - Building Repairs				
4485 - Cosmo Tech, INC (Bloomington Professional Carpet)	19-Carpet Cleaning of McCloskey Room & 8 spot cleaning		11/15/2019	472.00
321 - Harrell Fish, INC	19-Service Agreement for HVAC Repairs at City Hall		11/15/2019	329.80
1537 - Indiana Door & Hardware Specialties, INC	19-Service Agreement for Entry Door at City Hall		11/15/2019	175.00
1537 - Indiana Door & Hardware Specialties, INC	19-Service Agreement for Entry Door at City Hall		11/15/2019	6.00
392 - Koorsen Fire & Security, INC	19-September Sprinkler Inspection at City Hall		11/15/2019	154.50
392 - Koorsen Fire & Security, INC	19-Annual Fire Extinguisher Inspection at City Hall		11/15/2019	721.40
Account 53610 - Building Repairs Totals		6		\$1,858.70
Account 54510 - Other Capital Outlays				
3733 - BlueTarp Financial, INC (Northern Tool)	19 - Pressure Washer for Facilities Maintenance at City Hall		11/15/2019	7,907.67
Account 54510 - Other Capital Outlays Totals		1		\$7,907.67
Program 190000 - Main Totals		30		\$10,929.88
Department 19 - Facilities Maintenance Totals		30		\$10,929.88
Department 28 - ITS				
Program 280000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	28 - Paper-Kraft Art 36x1000-roll		11/15/2019	120.99
6530 - Office Depot, INC	28 - Post It Notes		11/15/2019	28.52
Account 52110 - Office Supplies Totals		2		\$149.51
Account 53170 - Mgt. Fee, Consultants, and Workshops				
5437 - Columbia Telecommunications Corporation	28-Addendum to Agreement-Director of Bus Consulting-9/30/19		11/15/2019	85.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		1		\$85.00
Account 53230 - Travel				
6668 - Stefanie Green	28-per diem/pkg/fuel/Uber-Trainer Course-TN-10/20-10/24/19		11/15/2019	360.20
Account 53230 - Travel Totals		1		\$360.20
Account 53640 - Hardware and Software Maintenance				
53442 - Paragon Micro, INC	28 - VMware Annual Support and Subscription Renwal		11/15/2019	7,522.75
3989 - Ricoh USA, INC	28-CH/off site facilities-copier maint-9/17-10/16/19-city portio		11/15/2019	2,317.71



Board of Public Works Claim Register

Invoice Date Range 11/04/19 - 11/15/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
Account 53640 - Hardware and Software Maintenance Totals		2		\$9,840.46
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	28 - Google Application Programming Interfaces - October 2019		11/15/2019	17.59
3560 - First Financial Bank / Credit Cards	28 - Basecamp Proj Mgmt Subscription - 10/11-11/11/19		11/15/2019	20.00
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	28-Hoosier Times Annual Subscription-11/15/19-11/15/20		11/15/2019	241.25
5534 - Presidio Holdings, INC	28 - Palo Alto Firewall - Annual Subscription Renewals		11/15/2019	11,371.25
Account 53910 - Dues and Subscriptions Totals		4		\$11,650.09
Program 280000 - Main Totals		10		\$22,085.26
Department 28 - ITS Totals		10		\$22,085.26
Fund 101 - General Fund (S0101) Totals		115		\$140,754.17
Fund 103 - Restricted Donations(ord 05-17)				
Department 06 - Controller's Office				
Program 400102 - Animal Supplies				
Account 52210 - Institutional Supplies				
4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine/feline food-10/25/19		11/15/2019	86.86
Account 52210 - Institutional Supplies Totals		1		\$86.86
Program 400102 - Animal Supplies Totals		1		\$86.86
Department 06 - Controller's Office Totals		1		\$86.86
Fund 103 - Restricted Donations(ord 05-17) Totals		1		\$86.86
Fund 152 - Food & Beverage Tax(S9509)				
Department 06 - Controller's Office				
Program 060000 - Main				
Account 53170 - Mgt. Fee, Consultants, and Workshops				
391 - O. W. Krohn & Associates, LLP	06 Finanical Consulting		11/15/2019	6,500.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		1		\$6,500.00
Program 060000 - Main Totals		1		\$6,500.00
Department 06 - Controller's Office Totals		1		\$6,500.00
Fund 152 - Food & Beverage Tax(S9509) Totals		1		\$6,500.00
Fund 249 - Grants Non Approp				



Board of Public Works Claim Register

Invoice Date Range 11/04/19 -
11/15/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
Department 04 - Economic & Sustainable Dev				
Program G17018 - Bloomington Wide Brownfields				
Account 53170 - Mgt. Fee, Consultants, and Workshops				
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		11/15/2019	2,870.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		11/15/2019	1,143.33
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		11/15/2019	1,399.60
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		11/15/2019	1,713.66
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		11/15/2019	2,870.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals			5	\$9,996.59
Program G17018 - Bloomington Wide Brownfields Totals			5	\$9,996.59
Department 04 - Economic & Sustainable Dev Totals			5	\$9,996.59
Fund 249 - Grants Non Approp Totals			5	\$9,996.59
 Fund 270 - CC Jack Hopkins NR17-42 (S0011)				
Department 05 - Common Council				
Program 050000 - Main				
Account 53960 - Grants				
41 - Area 10 Agency On Aging	15-JH 2019-Endwright Center East-expenses thru 9/30/19-		11/15/2019	6,487.88
74 - Life Designs, INC	15-JH2019-new Ford 250 truck		11/15/2019	16,084.00
7014 - Society of St. Vincent De Paul, Archdiocesan	15-JH2019-client reports-October 2019		11/15/2019	974.00
Account 53960 - Grants Totals			3	\$23,545.88
Program 050000 - Main Totals			3	\$23,545.88
Department 05 - Common Council Totals			3	\$23,545.88
Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals			3	\$23,545.88
 Fund 312 - Community Services				
Department 09 - CFRD				
Program 090016 - Com Serv - Safe & Civil				
Account 52420 - Other Supplies				
7112 - Two Rats, INC (Crazy Horse)	09-Chew on This event--refreshments/snacks		11/15/2019	64.23
Account 52420 - Other Supplies Totals			1	\$64.23



Board of Public Works Claim Register

Invoice Date Range 11/04/19 -
11/15/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
	Program 090016 - Com Serv - Safe & Civil Totals	1		\$64.23
Program 090018 - CBVN				
Account 52420 - Other Supplies				
3560 - First Financial Bank / Credit Cards	09-CBVN Non-Profit Board Cert Seminar-Needmore Coffee Roasters		11/15/2019	20.00
3560 - First Financial Bank / Credit Cards	09-CBVN Nonprofit Board Certificate Seminar--Binders		11/15/2019	20.00
6928 - Lavin Rental, LLC (Master Rental)	09-CBVN Board Recruitment Mixer-standing cocktail tables		11/15/2019	117.31
	Account 52420 - Other Supplies Totals	3		<u>\$157.31</u>
	Program 090018 - CBVN Totals	3		<u>\$157.31</u>
	Department 09 - CFRD Totals	4		<u>\$221.54</u>
	Fund 312 - Community Services Totals	4		<u>\$221.54</u>
Fund 401 - Non-Reverting Telecom (S1146)				
Department 25 - Telecommunications				
Program 254000 - Infrastructure				
Account 53640 - Hardware and Software Maintenance				
13482 - Northern Lights Locating & Inspection, INC	25 - Locating and Marking Services - October 2019		11/15/2019	2,500.00
	Account 53640 - Hardware and Software Maintenance Totals	1		<u>\$2,500.00</u>
Account 54420 - Purchase of Equipment				
53442 - Paragon Micro, INC	25 - Capital Replacement - Civil City - 4 Desktop Computers		11/15/2019	4,427.96
53442 - Paragon Micro, INC	25 - Capital Replacement - Civil City - 2 Laptops		11/15/2019	3,146.95
53442 - Paragon Micro, INC	25 - Capital Replacement - Civil City - 1 Desktop Computer		11/15/2019	929.99
53442 - Paragon Micro, INC	25 - Capital Replacement - Civil City - 2 Docking Stations		11/15/2019	413.98
	Account 54420 - Purchase of Equipment Totals	4		<u>\$8,918.88</u>
Account 54450 - Equipment				
53442 - Paragon Micro, INC	25 - Capital Replacement - Civil City - 7 Desktop Computers		11/15/2019	8,623.93
53442 - Paragon Micro, INC	25 - Capital Replacement - Civil City - 2 Laptops		11/15/2019	3,059.96
	Account 54450 - Equipment Totals	2		<u>\$11,683.89</u>
	Program 254000 - Infrastructure Totals	7		<u>\$23,102.77</u>
Program 256000 - Services				
Account 54420 - Purchase of Equipment				



Board of Public Works Claim Register

Invoice Date Range 11/04/19 -
11/15/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
5534 - Presidio Holdings, INC	25 - Service Request Council Chambers Physical Security Issue		11/15/2019	1,215.00
	Account 54420 - Purchase of Equipment Totals		1	<u>\$1,215.00</u>
	Program 256000 - Services Totals		1	<u>\$1,215.00</u>
	Department 25 - Telecommunications Totals		8	<u>\$24,317.77</u>
	Fund 401 - Non-Reverting Telecom (S1146) Totals		8	<u>\$24,317.77</u>
Fund 451 - Motor Vehicle Highway(S0708)				
Department 20 - Street				
Program 200000 - Main				
Account 52420 - Other Supplies				
394 - Kleindorfer Hardware & Variety	20-4 bags of oil dry-10/30/19-L. R.		11/15/2019	49.96
394 - Kleindorfer Hardware & Variety	20-12' 5/16" chain		11/15/2019	25.44
394 - Kleindorfer Hardware & Variety	20-4 bags of oil dry-10/30/19-D. Bitner		11/15/2019	49.96
394 - Kleindorfer Hardware & Variety	20-10 bags of oil dry-10/30/19-Zack		11/15/2019	124.90
394 - Kleindorfer Hardware & Variety	20-19 Leaf rakes for leafing season		11/15/2019	358.93
53442 - Paragon Micro, INC	20-Logitech Wireless Keyboard K750		11/15/2019	53.99
	Account 52420 - Other Supplies Totals		6	<u>\$663.18</u>
Account 53130 - Medical				
231 - Indiana University Health Bloomington, INC	20-Hearing Screen-Hardin/Love/Sanders-9/30/19		11/15/2019	87.00
	Account 53130 - Medical Totals		1	<u>\$87.00</u>
Account 53230 - Travel				
3560 - First Financial Bank / Credit Cards	20-Lucity Conference Travel Accommodations		11/15/2019	1,195.20
	Account 53230 - Travel Totals		1	<u>\$1,195.20</u>
Account 53610 - Building Repairs				
392 - Koorsen Fire & Security, INC	19-Fire Extinguisher Inspection at Street		11/15/2019	338.25
	Account 53610 - Building Repairs Totals		1	<u>\$338.25</u>
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-10/16/19		11/15/2019	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-10/23/19		11/15/2019	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-10/30/19		11/15/2019	34.28



Board of Public Works Claim Register

Invoice Date Range 11/04/19 -
11/15/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-10/23/19		11/15/2019	16.84
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-10/30/19		11/15/2019	16.84
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-10/16/19		11/15/2019	16.84
Account 53920 - Laundry and Other Sanitation Services Totals			6	\$153.36
Account 53990 - Other Services and Charges				
6152 - K&S Rolloff, INC	20-Hauling Fees for Sweeper Dumps-10/11/19-2		11/15/2019	330.00
1016 - Otto-Meyer, INC (Otto's Parking Marking)	20-Pavement Markings south lot Convention Center		11/15/2019	937.00
351 - Young Trucking, INC	20-Hauling Services for Paver & Milling Machine -10/8/19		11/15/2019	500.00
Account 53990 - Other Services and Charges Totals			3	\$1,767.00
Program 200000 - Main Totals			18	\$4,203.99
Department 20 - Street Totals			18	\$4,203.99
Fund 451 - Motor Vehicle Highway(S0708) Totals			18	\$4,203.99
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 52110 - Office Supplies				
3892 - Midwest Color Printing, INC	26-Business Cards Parking Services Director		11/15/2019	36.50
4443 - The Sherwin Williams Company	02 Paint and supplies for Parking Garages		11/15/2019	167.41
4443 - The Sherwin Williams Company	26 Paint brushes for Parking Garages		11/15/2019	14.26
Account 52110 - Office Supplies Totals			3	\$218.17
Account 52210 - Institutional Supplies				
394 - Kleindorfer Hardware & Variety	26-Parking Facilities for Institutional Supplies		11/15/2019	8.99
394 - Kleindorfer Hardware & Variety	26-Parking Facilities for Institutional Supplies		11/15/2019	83.46
394 - Kleindorfer Hardware & Variety	26-Parking Facilities for Institutional Supplies		11/15/2019	6.99
394 - Kleindorfer Hardware & Variety	26-Parking Facilities for Institutional Supplies		11/15/2019	12.98
Account 52210 - Institutional Supplies Totals			4	\$112.42
Account 53220 - Postage				
7035 - Michelle L Wahl	26 Postage for overnight delivery meter contract		11/15/2019	28.30
Account 53220 - Postage Totals			1	\$28.30



Board of Public Works Claim Register

Invoice Date Range 11/04/19 - 11/15/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
Account 53610 - Building Repairs				
6197 - CE Solutions, INC	26-SE Stairwell Replacement for Walnut St Garage	BC 2019-28	11/15/2019	2,800.63
	Account 53610 - Building Repairs Totals		1	<u>\$2,800.63</u>
Account 53840 - Lease Payments				
512 - 7th & Walnut , LLC	26-Walnut St Garage-December 2019 garage rent		11/15/2019	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-December 2019 garage rent		11/15/2019	38,035.85
	Account 53840 - Lease Payments Totals		2	<u>\$56,795.83</u>
	Program 260000 - Main Totals		11	<u>\$59,955.35</u>
	Department 26 - Parking Totals		11	<u>\$59,955.35</u>
	Fund 452 - Parking Facilities(\$9502) Totals		11	<u>\$59,955.35</u>
Fund 454 - Alternative Transport(\$6301)				
Department 02 - Public Works				
Program 020000 - Main				
Account 54310 - Improvements Other Than Building				
18844 - First Financial Bank, N.A.	13-Mitchell St SW-Escrow No 5		11/15/2019	623.55
	Account 54310 - Improvements Other Than Building Totals		1	<u>\$623.55</u>
	Program 020000 - Main Totals		1	<u>\$623.55</u>
	Department 02 - Public Works Totals		1	<u>\$623.55</u>
Department 05 - Common Council				
Program 050000 - Main				
Account 54310 - Improvements Other Than Building				
6754 - John M Simpson (Monroe, LLC)	13-Mitchell St SW-App No 5		11/15/2019	11,847.52
51575 - Ennis-Flint, INC	13 - Council Sidewalk, crosswalk at Mitchell and Maxwell		11/15/2019	988.32
	Account 54310 - Improvements Other Than Building Totals		2	<u>\$12,835.84</u>
	Program 050000 - Main Totals		2	<u>\$12,835.84</u>
	Department 05 - Common Council Totals		2	<u>\$12,835.84</u>
	Fund 454 - Alternative Transport(\$6301) Totals		3	<u>\$13,459.39</u>
Fund 456 - MVH Restricted				
Department 20 - Street				



Board of Public Works Claim Register

Invoice Date Range 11/04/19 -
11/15/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
Program 200000 - Main				
Account 52210 - Institutional Supplies				
313 - Fastenal Company	20-safety supplies-gloves, earplugs-10/22/19		11/15/2019	19.52
313 - Fastenal Company	20-safety supplies-gloves, safety glasses, spray paint-10/16/19		11/15/2019	105.83
313 - Fastenal Company	20-safety supplies-safety glasses, gloves, spray paint-10/29/19		11/15/2019	126.55
	Account 52210 - Institutional Supplies Totals	3		<u>\$251.90</u>
Account 52330 - Street , Alley, and Sewer Material				
334 - Irving Materials, INC	20-Atwater&Highland-Class A Stone Ash-2.5 cy-10/7/19		11/15/2019	253.75
334 - Irving Materials, INC	20-Atwater&Highland-Class A Stone Ash-4 cy-10/9/19		11/15/2019	406.00
	Account 52330 - Street , Alley, and Sewer Material Totals	2		<u>\$659.75</u>
Account 52340 - Other Repairs and Maintenance				
409 - Black Lumber Co. INC	20-Signs-2pk wooster woven cover, 3' trim roller frame-10/24/19		11/15/2019	25.14
480 - Hall Signs INC	20-Sign Hardware Parts		11/15/2019	1,085.00
177 - Indiana Oxygen Company, INC	20-Propane for Sign/Paving/Pavement Marking Crews		11/15/2019	140.56
603 - Traffic Control Corporation	20-LED 16in. Ped Inserts for Traffic Signals		11/15/2019	1,820.00
3039 - Unistructural Support Systems, LTD	20-Square Posts & Anchors for Signs		11/15/2019	3,732.50
	Account 52340 - Other Repairs and Maintenance Totals	5		<u>\$6,803.20</u>
Account 52420 - Other Supplies				
409 - Black Lumber Co. INC	20-Sidewalks-landscape adhesive-3 28 oz-10/18/19		11/15/2019	20.97
409 - Black Lumber Co. INC	20-Sidewalk-10 80# bags quikrete, grout bag w/tip-10/28/19		11/15/2019	75.89
409 - Black Lumber Co. INC	20-Sidewalks-2x6-10 construction lumber-10/23/19		11/15/2019	19.17
336 - Southside Rental Center, INC	20-Propane for Sign/Paving/Pavement Marking Crews		11/15/2019	57.12
	Account 52420 - Other Supplies Totals	4		<u>\$173.15</u>
Account 53730 - Machinery and Equipment Rental				
12524 - Mid-America Milling Co, LLC (MAMCO)	20-Milling Services-10/16/19		11/15/2019	6,000.00
	Account 53730 - Machinery and Equipment Rental Totals	1		<u>\$6,000.00</u>
	Program 200000 - Main Totals	15		<u>\$13,888.00</u>
	Department 20 - Street Totals	15		<u>\$13,888.00</u>
	Fund 456 - MVH Restricted Totals	15		<u>\$13,888.00</u>



Board of Public Works Claim Register

Invoice Date Range 11/04/19 -
11/15/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
Fund 730 - Solid Waste (S6401)				
Department 16 - Sanitation				
Program 160000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	16-planner refills, binders, deskpads, clasp envelopes		11/15/2019	99.09
	Account 52110 - Office Supplies Totals	1		\$99.09
Account 52420 - Other Supplies				
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-3 Antenna for trucks		11/15/2019	18.00
313 - Fastenal Company	16-safety supplies-gloves, mix sticks, earplugs,		11/15/2019	691.07
53005 - Menards, INC	16-Supplies for painting Truck stall numbers		11/15/2019	22.83
	Account 52420 - Other Supplies Totals	3		\$731.90
Account 52430 - Uniforms and Tools				
793 - Indiana Safety Company, INC	16-winter gloves		11/15/2019	256.16
	Account 52430 - Uniforms and Tools Totals	1		\$256.16
Account 53240 - Freight / Other				
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-3 Antenna for trucks		11/15/2019	7.50
793 - Indiana Safety Company, INC	16-winter gloves		11/15/2019	29.26
	Account 53240 - Freight / Other Totals	2		\$36.76
Account 53610 - Building Repairs				
392 - Koorsen Fire & Security, INC	19-Annual Fire Extinguisher Inspection at Sanitation		11/15/2019	154.00
	Account 53610 - Building Repairs Totals	1		\$154.00
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-10/23/19		11/15/2019	13.25
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-10/30/19		11/15/2019	13.25
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-10/30/19		11/15/2019	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-10/23/19		11/15/2019	32.26
	Account 53920 - Laundry and Other Sanitation Services Totals	4		\$91.02
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-recycling fees -10/1-10/14/19		11/15/2019	2,903.49



Board of Public Works Claim Register

Invoice Date Range 11/04/19 -
11/15/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
52226 - Hoosier Transfer Station-3140	16-trash disposal fees - 10/1-10/14/19		11/15/2019	12,491.07
	Account 53950 - Landfill Totals		2	\$15,394.56
	Program 160000 - Main Totals		14	\$16,763.49
	Department 16 - Sanitation Totals		14	\$16,763.49
	Fund 730 - Solid Waste (S6401) Totals		14	\$16,763.49
Fund 800 - Risk Management(S0203)				
Department 10 - Legal				
Program 100000 - Main				
Account 52430 - Uniforms and Tools				
8613 - Crane's Leather & Shoe Shop, INC	10-A. Dishman-safety shoes (11EE)-10/17/19		11/15/2019	100.00
1448 - Shoe Carnival, INC	10-safety shoes (7)-Dr Martens-10/3/19		11/15/2019	100.00
	Account 52430 - Uniforms and Tools Totals		2	\$200.00
	Program 100000 - Main Totals		2	\$200.00
	Department 10 - Legal Totals		2	\$200.00
	Fund 800 - Risk Management(S0203) Totals		2	\$200.00
Fund 801 - Health Insurance Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 47090.1201 - Employee Contributions Health Insurance				
3928 - Aim Medical Trust	12-November 2019 AIM Insurance Prem \$883,251.02		11/04/2019	883,251.02
3908 - CIGNA Healthcare	12-October Cigna Dental Claims \$35,953.22		11/04/2019	35,953.22
	Account 47090.1201 - Employee Contributions Health Insurance Totals		2	\$919,204.24
Account 53990 - Other Services and Charges				
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees		11/15/2019	1,076.12
	Account 53990 - Other Services and Charges Totals		1	\$1,076.12
	Program 120000 - Main Totals		3	\$920,280.36
	Department 12 - Human Resources Totals		3	\$920,280.36
	Fund 801 - Health Insurance Trust Totals		3	\$920,280.36
Fund 802 - Fleet Maintenance(S9500)				



Board of Public Works Claim Register

Invoice Date Range 11/04/19 -
11/15/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
Department 17 - Fleet Maintenance				
Program 170000 - Main				
Account 52230 - Garage and Motor Supplies				
4693 - Monroe County Tire & Supply, INC	17-#572 tires-P255/70R17-2		11/15/2019	329.98
4693 - Monroe County Tire & Supply, INC	17-stock tires-245/55R18 F'stone F'Hawk GT pursuit-10		11/15/2019	1,265.50
4693 - Monroe County Tire & Supply, INC	17-#663 tire		11/15/2019	164.47
	Account 52230 - Garage and Motor Supplies Totals	3		\$1,759.95
Account 52240 - Fuel and Oil				
4046 - Heritage-Crystal Clean, INC	17-fluids bulk-HD Naps free ELC 50/50 premix-10/2/19		11/15/2019	560.06
349 - White River Cooperative, INC	17 - unleaded and diesel fuel	BC 2019-102D	11/15/2019	19,221.28
349 - White River Cooperative, INC	17 - Unleaded and Diesel Fuels	BC 2019-102D	11/15/2019	19,213.28
349 - White River Cooperative, INC	17 - unleaded and diesel fuel	BC 2019-102D	11/15/2019	15,458.96
	Account 52240 - Fuel and Oil Totals	4		\$54,453.58
Account 52320 - Motor Vehicle Repair				
244 - Bloomington Ford, INC	17-#p120 plugs, boots, coils and gasket		11/15/2019	108.75
244 - Bloomington Ford, INC	17-#p125 boots, plugs and gasket		11/15/2019	70.00
244 - Bloomington Ford, INC	17-#922 repair heater hose		11/15/2019	34.42
244 - Bloomington Ford, INC	17-#120 Sender and pump		11/15/2019	343.90
244 - Bloomington Ford, INC	17 - Seals and Gaskets		11/15/2019	75.20
244 - Bloomington Ford, INC	17-#136 wheel speed sensor		11/15/2019	25.65
244 - Bloomington Ford, INC	17-#1135 mass air flow sensor		11/15/2019	177.42
244 - Bloomington Ford, INC	17-#p125 wiper switch assy		11/15/2019	49.16
5481 - Bright Equipment, INC (BobCat of Indy)	17 - #868 Chipper knofe set		11/15/2019	85.56
941 - Central Indiana Truck Equipment Corporation	17-#961 hopper camera		11/15/2019	253.50
4335 - Circle Distributing, INC	17-#406-sensor- ASM HTD OXY		11/15/2019	53.59
4335 - Circle Distributing, INC	17-#406-sensors-HTD OXY, ASM HTD OXY		11/15/2019	140.61
4335 - Circle Distributing, INC	17-#406 alternator		11/15/2019	129.13
4335 - Circle Distributing, INC	17-credit for core return		11/15/2019	(15.00)
4335 - Circle Distributing, INC	17-stock brake pads and rotors		11/15/2019	508.30



Board of Public Works Claim Register

Invoice Date Range 11/04/19 - 11/15/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
4335 - Circle Distributing, INC	17-stock connectors		11/15/2019	20.46
4335 - Circle Distributing, INC	17-#873 window track		11/15/2019	63.38
4335 - Circle Distributing, INC	17 - 873 - mass air flow sensor		11/15/2019	144.79
5792 - Clark Truck Equipment Co., INC	17-439/stk bed chains and flange		11/15/2019	5,153.00
5792 - Clark Truck Equipment Co., INC	17-#845 bed motor		11/15/2019	493.81
594 - Curry Auto Center, INC	17-#804 parking brakelever, cable and nut		11/15/2019	58.05
18811 - Icemann Arena, INC	17 - # 889 board brush cylinder		11/15/2019	200.23
4044 - Industrial Hydraulics, INC	17-#653 repair trunnion mount cylinder		11/15/2019	100.34
4044 - Industrial Hydraulics, INC	17-stock couplers		11/15/2019	334.38
796 - Interstate Battery System of Bloomington, INC	17-batteries - MTP-65HD		11/15/2019	583.50
796 - Interstate Battery System of Bloomington, INC	17-batteries		11/15/2019	235.95
11672 - Jack Doheny Companies, INC	17 - 468 water pumps		11/15/2019	1,533.66
4439 - JX Enterprises, INC	17-#431 fitting		11/15/2019	37.99
4439 - JX Enterprises, INC	17-#431 hose assy		11/15/2019	44.99
4474 - Ken's Westside Service & Towing, LLC	17 - Jump start Service		11/15/2019	40.00
4474 - Ken's Westside Service & Towing, LLC	17-towing services		11/15/2019	75.00
4474 - Ken's Westside Service & Towing, LLC	17 - Towing		11/15/2019	65.00
6262 - Koenig Equipment, INC	17-#723 rivets		11/15/2019	24.15
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-#957 oil change, heater fan		11/15/2019	454.32
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-core return credit		11/15/2019	(316.25)
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-#957 regen repair		11/15/2019	1,530.00
2974 - MacAllister Machinery Co, INC	17-#657 flood lamp for Rear LE		11/15/2019	16.62
2974 - MacAllister Machinery Co, INC	17-#657 flood lamp and lens		11/15/2019	85.10
2974 - MacAllister Machinery Co, INC	17-#602 cable assy		11/15/2019	51.30
4548 - Midwest Motor Supply (Kimball Midwest)	17-stock penetrating lubricant		11/15/2019	68.94
4693 - Monroe County Tire & Supply, INC	17-#573 tires		11/15/2019	329.98
4693 - Monroe County Tire & Supply, INC	17-#613 tires		11/15/2019	191.90
680 - NCH Corporation- Partsmaster	17-stock bolts, nuts,		11/15/2019	562.02
786 - Richard's Small Engine, INC	17-#609 spindle, stud and swivel joints		11/15/2019	267.06



Board of Public Works Claim Register

Invoice Date Range 11/04/19 -
11/15/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
786 - Richard's Small Engine, INC	17-#739 fuel pump, pressure sensor and linkage assy		11/15/2019	203.69
337 - Stansifer Radio Co, INC	17-#964 connector		11/15/2019	26.17
6216 - Terminal Supply, INC	17-drill bit, heavy duty cable ties, vinyl shrink butt connector		11/15/2019	66.36
950 - Tri-State Bearing Co, INC	17-stock chain and connector links		11/15/2019	105.26
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#598 surge tank		11/15/2019	196.18
4813 - Truck Equipment & Body Company, INC	17-#408 winch cable		11/15/2019	177.34
2096 - West Side Tractor Sales CO.	17-#653 plate and hardware		11/15/2019	75.34
2096 - West Side Tractor Sales CO.	17-#781 replace turbo		11/15/2019	88.50
2096 - West Side Tractor Sales CO.	17-#625 brackets and hose clamp		11/15/2019	185.54
2096 - West Side Tractor Sales CO.	17-#653/454 battery box, cutting edge and bolts		11/15/2019	1,614.65
Account 52320 - Motor Vehicle Repair Totals			54	\$17,228.89
Account 52420 - Other Supplies				
177 - Indiana Oxygen Company, INC	17-oxygen, Electrodes SMW1/8X1 & 70181/8X5		11/15/2019	93.08
177 - Indiana Oxygen Company, INC	17-acetylene, fuel gases, mix gases, oxygen		11/15/2019	143.70
2096 - West Side Tractor Sales CO.	17 - JD link subscription		11/15/2019	300.00
Account 52420 - Other Supplies Totals			3	\$536.78
Account 53130 - Medical				
231 - Indiana University Health Bloomington, INC	17 - dot testing		11/15/2019	45.00
231 - Indiana University Health Bloomington, INC	17 - dot testing		11/15/2019	40.00
231 - Indiana University Health Bloomington, INC	17 - dot testing		11/15/2019	45.00
231 - Indiana University Health Bloomington, INC	17 - Hearing test - sharp		11/15/2019	29.00
Account 53130 - Medical Totals			4	\$159.00
Account 53230 - Travel				
3560 - First Financial Bank / Credit Cards	17-Indy Airport-airport pkg-Lucity Conf.-10/2019		11/15/2019	45.00
3560 - First Financial Bank / Credit Cards	17-Downtown Marriott-Lucity Conf-9/30-10/4/19		11/15/2019	597.60
Account 53230 - Travel Totals			2	\$642.60
Account 53610 - Building Repairs				
9078 - Bruce Home Improvements, INC (Bruce's Garage Door)	19 - 1 pair 295x2x55 springs + Labor		11/15/2019	402.00
51538 - Economy Termite & Pest Control, INC	19-Service Agreement Monthly Pest Control for Fleet Maint		11/15/2019	95.00



Board of Public Works Claim Register

Invoice Date Range 11/04/19 -
11/15/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
		Account 53610 - Building Repairs Totals	2	\$497.00
Account 53620 - Motor Repairs				
244 - Bloomington Ford, INC	17-#922 repair heater hose		11/15/2019	393.00
244 - Bloomington Ford, INC	17-#p130 alignment		11/15/2019	49.95
244 - Bloomington Ford, INC	17 - 137 - transmission flush		11/15/2019	98.00
594 - Curry Auto Center, INC	17 - #572 alignment		11/15/2019	89.95
4044 - Industrial Hydraulics, INC	17-#653 repair trunnion mount cylinder		11/15/2019	369.79
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-#957 oil change, heater fan		11/15/2019	535.50
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-#957 regen repair		11/15/2019	1,450.96
2096 - West Side Tractor Sales CO.	17-#781 replace turbo		11/15/2019	234.89
6476 - Samuel D Wray (Wray Automotive)	17-alignment service		11/15/2019	50.00
		Account 53620 - Motor Repairs Totals	9	<u>\$3,272.04</u>
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Cleaning of Employees' uniforms		11/15/2019	14.18
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Cleaning of Mats for Fleet Office		11/15/2019	74.24
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Cleaning of Employees' uniforms		11/15/2019	14.18
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Cleaning of Mats for Fleet Office		11/15/2019	70.08
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Cleaning of Mats for Fleet Office		11/15/2019	70.60
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Cleaning of Employees' uniforms		11/15/2019	14.18
		Account 53920 - Laundry and Other Sanitation Services Totals	6	<u>\$257.46</u>
Account 53990 - Other Services and Charges				
3560 - First Financial Bank / Credit Cards	17-title fees-2 trailers		11/15/2019	30.00
3560 - First Financial Bank / Credit Cards	17-title fee-new truck		11/15/2019	15.00
		Account 53990 - Other Services and Charges Totals	2	<u>\$45.00</u>
		Program 170000 - Main Totals	89	<u>\$78,852.30</u>
		Department 17 - Fleet Maintenance Totals	89	<u>\$78,852.30</u>
		Fund 802 - Fleet Maintenance(\$9500) Totals	89	<u>\$78,852.30</u>
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				



Board of Public Works Claim Register

Invoice Date Range 11/04/19 -
11/15/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
Program 120000 - Main				
Account 47090.1282 - Employee Contributions Section 125 - DDC- Util				
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC/Util DDC		11/06/2019	925.00
	Account 47090.1282 - Employee Contributions Section 125 - DDC- Util Totals	1		\$925.00
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical City Credit		11/04/2019	103.55
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		11/04/2019	455.29
17785 - The Howard E. Nyhart Company, INC	12-City URM		11/06/2019	215.55
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		11/06/2019	207.92
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC/Util DDC		11/06/2019	705.24
17785 - The Howard E. Nyhart Company, INC	12-City URM		11/06/2019	33.55
	Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	6		\$1,721.10
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City				
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC/Util DDC		11/06/2019	1,100.00
	Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals	1		\$1,100.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		11/04/2019	117.21
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		11/06/2019	75.00
	Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals	2		\$192.21
	Program 120000 - Main Totals	10		\$3,938.31
	Department 12 - Human Resources Totals	10		\$3,938.31
	Fund 804 - Insurance Voluntary Trust Totals	10		\$3,938.31
		302		\$1,316,964.00



Board of Public Works Claim Register

Invoice Date Range 10/30/19 - 10/31/19

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 28 - ITS										
Program 280000 - Main										
Account 53210 - Telephone										
1079 - AT&T	812339226110-19	28-phone charges 9/20-10/19/19-#812 339-	Paid by Check # 70672		10/30/2019	10/30/2019	10/30/2019		10/31/2019	5,678.82
1079 - AT&T	849494015-100919	28-CH/off site facilities-long distance charges-	Paid by Check # 70673		10/30/2019	10/30/2019	10/30/2019		10/31/2019	277.39
								Account 53210 - Telephone Totals	Invoice Transactions 2	\$5,956.21
								Program 280000 - Main Totals	Invoice Transactions 2	\$5,956.21
								Department 28 - ITS Totals	Invoice Transactions 2	\$5,956.21
								Fund 101 - General Fund (S0101) Totals	Invoice Transactions 2	\$5,956.21
Fund 450 - Local Road and Street(S0706)										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	50703931011-1019	02-3rd & Westplex-equip chqs/electric bill-	Paid by Check # 70684		10/30/2019	10/30/2019	10/30/2019		10/31/2019	17.83
223 - Duke Energy	06303943011-1019	02-2nd&Patterson-new service-Signal-elec. chqs-	Paid by Check # 70685		10/30/2019	10/30/2019	10/30/2019		10/31/2019	2.49
								Account 53520 - Street Lights / Traffic Signals Totals	Invoice Transactions 2	\$20.32
								Program 200000 - Main Totals	Invoice Transactions 2	\$20.32
								Department 20 - Street Totals	Invoice Transactions 2	\$20.32
								Fund 450 - Local Road and Street(S0706) Totals	Invoice Transactions 2	\$20.32
Fund 800 - Risk Management(S0203)										
Department 10 - Legal										
Program 100000 - Main										
Account 53420 - Worker's Comp & Risk										
2618 - Southeastern Indiana Health Operations, INC (SIHO)	2019139	10-SIHO-TTD-T.Walden-2019139	Paid by EFT # 32041		10/30/2019	10/30/2019	10/30/2019		10/30/2019	923.96
								Account 53420 - Worker's Comp & Risk Totals	Invoice Transactions 1	\$923.96
								Program 100000 - Main Totals	Invoice Transactions 1	\$923.96
								Department 10 - Legal Totals	Invoice Transactions 1	\$923.96
								Fund 800 - Risk Management(S0203) Totals	Invoice Transactions 1	\$923.96
Fund 802 - Fleet Maintenance(S9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	FLEET-SEPT 2019	19-Fleet Maint-water/sewer bill-	Paid by Check # 70681		10/30/2019	10/30/2019	10/30/2019		10/31/2019	138.99
								Account 53530 - Water and Sewer Totals	Invoice Transactions 1	\$138.99
								Program 170000 - Main Totals	Invoice Transactions 1	\$138.99
								Department 17 - Fleet Maintenance Totals	Invoice Transactions 1	\$138.99
								Fund 802 - Fleet Maintenance(S9500) Totals	Invoice Transactions 1	\$138.99
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	102919daily	12-City URM	Paid by EFT # 32040		10/30/2019	10/30/2019	10/30/2019		10/30/2019	33.16
17785 - The Howard E. Nyhart Company, INC	103019daily	12-City/Util URM	Paid by EFT # 32042		10/31/2019	10/31/2019	10/31/2019		10/31/2019	429.25
								Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	Invoice Transactions 2	\$462.41
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util										
17785 - The Howard E. Nyhart Company, INC	103019daily	12-City/Util URM	Paid by EFT # 32042		10/31/2019	10/31/2019	10/31/2019		10/31/2019	65.00
								Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals	Invoice Transactions 1	\$65.00
								Program 120000 - Main Totals	Invoice Transactions 3	\$527.41
								Department 12 - Human Resources Totals	Invoice Transactions 3	\$527.41
								Fund 804 - Insurance Voluntary Trust Totals	Invoice Transactions 3	\$527.41
								Grand Totals	Invoice Transactions 9	\$7,566.89



Board of Public Works Claim Register- Walnut Street Garage Special Claim

Invoice Date Range 11/01/19 - 11/01/19

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 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53650 - Other Repairs										
6378 - ANN-KRISS, LLC	11012019	02-Walnut Street Garage #4	Paid by EFT # 32034		11/01/2019	11/01/2019	11/01/2019		11/01/2019	21,834.04
18844 - First Financial Bank, N.A.	11012019	02-Ann-Kriss LLC escrow for Walnut St Garage	Paid by Check # 70687		11/01/2019	11/01/2019	11/01/2019		11/01/2019	2,137.70
							Account 53650 - Other Repairs Totals	Invoice Transactions 2		\$23,971.74
							Program 190000 - Main Totals	Invoice Transactions 2		\$23,971.74
							Department 19 - Facilities Maintenance Totals	Invoice Transactions 2		\$23,971.74
							Fund 101 - General Fund (S0101) Totals	Invoice Transactions 2		\$23,971.74
 Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53650 - Other Repairs										
6378 - ANN-KRISS, LLC	11012019	02-Walnut Street Garage #4	Paid by EFT # 32034		11/01/2019	11/01/2019	11/01/2019		11/01/2019	18,782.26
							Account 53650 - Other Repairs Totals	Invoice Transactions 1		\$18,782.26
							Program 260000 - Main Totals	Invoice Transactions 1		\$18,782.26
							Department 26 - Parking Totals	Invoice Transactions 1		\$18,782.26
							Fund 452 - Parking Facilities(S9502) Totals	Invoice Transactions 1		\$18,782.26
							Grand Totals	Invoice Transactions 5		\$42,754.00



Board of Public Works Claim Register-Walnut Street Garage Special Claim

Invoice Date Range 10/25/19 - 10/25/19

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 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53650 - Other Repairs										
6378 - ANN-KRISS, LLC	#3WalnutStreetG a	02-Walnut St. Garage Stairwell Replacement	Paid by EFT # 32030		10/25/2019	10/25/2019	10/25/2019		10/25/2019	56,489.85
18844 - First Financial Bank, N.A.	#3WalnutStreetG a	02-Ann-Kriss LLC escrow for Walnut St Garage	Paid by Check # 70670		10/25/2019	10/25/2019	10/25/2019		10/25/2019	2,973.15
							Account 53650 - Other Repairs Totals	Invoice Transactions 2		\$59,463.00
							Program 190000 - Main Totals	Invoice Transactions 2		\$59,463.00
							Department 19 - Facilities Maintenance Totals	Invoice Transactions 2		\$59,463.00
							Fund 101 - General Fund (S0101) Totals	Invoice Transactions 2		\$59,463.00
							Grand Totals	Invoice Transactions 3		\$59,463.00

REGISTER OF SIHO CLAIMS
 Board: Board Of Public Works

	Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1	9/30/2019	EFT	804	FLEX	10/1/2019	240.11
2	10/1/2019	EFT	804	FLEX	10/1/2019	805.81
3	10/2/2019	EFT	801	CIGNA	10/3/2019	31,057.08
4	10/2/2019	EFT	804	FLEX	10/3/2019	135.21
5	10/2/2019	EFT	804	FLEX	10/3/2019	454.92
6	10/3/2019	EFT	804	FLEX	10/4/2019	181.92
7	10/4/2019	EFT	804	FLEX	10/7/2019	165.46
8	10/5/2019	EFT	804	FLEX	10/7/2019	180.33
9	10/3/2019	EFT	804	Work Comp	10/4/2019	519.22
10	10/1/2019	EFT	801	IACT	10/10/2019	873,345.18
11	10/6/2019	EFT	804	FLEX	10/8/2019	98.55
12	10/8/2019	EFT	804	FSA DDC	10/8/2019	2,716.92
13	10/8/2019	EFT	801	FLEX	10/9/2019	48.00
14	10/9/2019	EFT	804	FLEX	10/10/2019	125.84
15	10/9/2019	EFT	800	Work Comp	10/10/2019	415.36
16	10/10/2019	EFT	804	H.S.A. EE	10/10/2019	18,028.83
17	10/10/2019	EFT	804	FLEX	10/11/2019	153.21
18	10/11/2019	EFT	804	FLEX	10/14/2019	720.01
19	10/12/2019	EFT	804	FLEX	10/14/2019	92.24
20	10/13/2019	EFT	804	FLEX	10/14/2019	23.89
21	10/15/2019	EFT	804	FLEX	10/16/2019	87.46
22	10/15/2019	EFT	804	FLEX	10/15/2019	534.74
27	10/16/2019	EFT	804	FLEX	10/17/2019	157.30
28	10/17/2019	EFT	804	H.S.A. ER	10/18/2019	197.95
29	10/17/2019	EFT	804	FLEX	10/18/2019	13.96
26	10/18/2019	EFT	800	Work Comp	10/18/2019	12,868.29
30	10/18/2019	EFT	800	Work Comp	10/18/2019	2,167.50
25	10/18/2019	EFT	804	FLEX	10/22/2019	91.96
24	10/22/2019	EFT	804	FLEX	10/22/2019	10.00
23	10/18/2019	EFT	804	FLEX	10/22/2019	293.46
31	10/22/2019	EFT	804	FLEX	10/23/2019	214.13
32	10/23/2019	EFT	801	GYM/MASSAGE	10/23/2019	2,867.00
33	10/23/2019	EFT	800	Work Comp	10/23/2019	577.10
34	10/23/2019	EFT	804	FLEX	10/24/2019	182.44
35	10/23/2019	EFT	804	H.S.A. EE	10/24/2019	18,455.83
36	10/24/2019	EFT	804	FLEX	10/25/2019	179.56
37	10/25/2019	EFT	804	FLEX	10/28/2019	50.00
38	10/26/2019	EFT	804	FLEX	10/28/2019	159.06
39	10/26/2019	EFT	804	FLEX	10/28/2019	165.34
40	10/28/2019	EFT	804	FLEX	10/29/2019	30.00
41	10/29/2019	EFT	804	FLEX	10/29/2019	180.00
42	10/29/2019	EFT	804	FLEX	10/30/2019	33.16
43	10/30/2019	EFT	800	Work Comp	10/30/2019	923.96
44	10/30/2019	EFT	804	FLEX	10/31/2019	494.25
45		EFT	804	FLEX		
46		EFT	804	FLEX		
47		EFT	804	FLEX		
48		EFT	804	FLEX		
49		EFT	804	FLEX		
50		EFT	804	FLEX		
51		EFT	804	FLEX		
52		EFT	804	FLEX		

970,442.54

ALLOWANCE OF CLAIMS

\$ 970,442.54

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office _____

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
	Bank Fees				
11/15/2019	Claims				1,316,964.00
10/31/2019	Special Utility Claims				7,566.89
10/31/2019	Month Of Oct HSA/WorkComp/MT & Gym/CIGNA Sales Tax For September 2019				970,442.54
10-25 & 11-1	Walnut Street Garage-ANN KRISS				102,217.00
					<u>2,397,190.43</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 \$ 2,397,190.43

Dated this 12th day of November 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 _____