

Board of Public Works Meeting

March 29, 2022



The City will offer virtual options, including CATS public access television (live and tape-delayed) and

Zoom by using the following link:<https://bloomington.zoom.us/j/85057841677?pwd=aGVKd2hhMWJPSHM3T2tdUllVdkQT09>

Meeting ID: 850 5784 1677 Passcode: 522161

Public comments and questions will be encouraged via Zoom or bloomington.in.gov rather than in person

**AGENDA
BOARD OF PUBLIC WORKS
MARCH 29, 2022**

A Regular Meeting of the Board of Public Work will be held Tuesday, March 29, 2022 at 5:30 p.m. in the Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom by using the following link: <https://bloomington.zoom.us/j/85057841677?pwd=aGVKd2hhMWJPSHM3T2tzdUIlVldkQT09>
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Comments and questions will be encouraged via Zoom or bloomington.in.gov rather than in person.

- I. MESSAGES FROM BOARD MEMBERS**
- II. PETITIONS & REMONSTRANCES**
- III. CONSENT AGENDA**
 - 1. Approval of Minutes February 22, 2022
 - 2. Resolution 2022-04; Hoosier Half Marathon and 5k.
 - 3. Resolution 2022-10; The Combine in Trades District
 - 4. 2022 KONE Service Agreement
 - 5. Revised 2022 Cummins, Inc. Service Agreement for Preventative Maintenance of Public Works Generators
 - 6. 2022 EarthKeepers, Inc. Service Agreement
 - 7. Approval of Payroll
- IV. NEW BUSINESS**
 - 1. Amendment #1 to Preliminary Engineering Contract with Bynum Fanyo & Associates, Inc. for the 6th-Morton Alley Improvement Project
 - 2. Contract with HFI for City Hall Central Plant Controls Upgrade
- V. STAFF REPORTS & OTHER BUSINESS**
- VI. APPROVAL OF CLAIMS**
- VII. ADJOURNMENT**

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

The Board of Public Works meeting was held on Tuesday, March 15, 2022 at 5:30 pm virtually through Zoom. Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Beth H. Hollingsworth
Elizabeth Karon

ROLL CALL

City Staff: Adam Wason -- Public Works
Emily Herr -- Engineering
Roy Aten -- Engineering
Matt Smethurst -- Engineering
Mike Stewart -- Engineering
Paul Kerhberg -- Engineering

Beth Hollingsworth thanked the workers filling potholes and their hard work.

**MESSAGES FROM BOARD
MEMBERS**

Sam Dove wanted to let the Board know that there was a road closed on 17th Street. Adam Wason, Public Works, let Sam know someone in Engineering would check it out.

**PETITIONS &
REMONSTRANCES**

1. Approval of Minutes March 1, 2022
2. Unlighted Sign Installation and Maintenance Agreement for Covenanter Neighborhood
3. Noise Permit for Food Truck Friday
4. Resolution 2022-08; Declaration of Obsolete Yard Waste Magnets as Surplus Property by Sanitation Division
5. 2022 Service Agreement with Koorsen Fire & Security for Public Works Facilities
6. Approval of Payroll

CONSENT AGENDA

Board Comments:

Karon made a motion to move item number two, Unlighted Sign Installation and Maintenance Agreement for Covenanter Neighborhood, from Consent to New Business. Cox Deckard seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Hollingsworth made a motion to approve the Consent Agenda. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

NEW BUSINESS

Adam Wason, Public Works, presented Unlighted Sign Installation and Maintenance Agreement for Covenanter Neighborhood. See meeting packet for details.

Board Comments:

Karon made a motion to approve Unlighted Sign Installation and Maintenance Agreement for Covenanter Neighborhood. Cox Deckard seconded. Cox Deckard took a roll call vote. Hollingsworth Recused, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Emily Herr, Engineering, presented Resolution 2022-09; Encroachment Agreement for Existing Stairs and Retaining Wall in the Right-of-Way at 1200 E. Hillside Drive and Olive Street. See meeting packet for details.

Hollingsworth made a motion to approve Resolution 2022-09; Encroachment Agreement for Existing Stairs and Retaining Wall in the Right-of-Way at 1200 E. Hillside Drive and Olive Street. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Roy Aten, Engineering, presented Construction Inspection Contract with VS Engineering for the 17th (Walnut to Grant) Multimodal Improvements Project. See meeting packet for details.

Board Comments: Hollingsworth asked if this was the Walnut to Grant project. Aten confirmed. Hollingsworth asked if it was locally funded. Aten confirmed. Karon asked if getting the contract will affect the timing of the construction portion. Aten said the reason they are splitting up the construction is to save time. Hollingsworth asked when Aten expects to get the contract. Aten said they will be out to bid in 30 days for the local portion of the project. Cox Deckard asked if there is any benefit of choosing to split the project up in two sections. Aten said the division of this project will be cleaner and easier to process invoices.

Hollingsworth made a motion to approve Construction Inspection Contract with VS Engineering for the 17th (Walnut to Grant) Multimodal Improvements Project. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Unlighted Sign Installation and Maintenance Agreement for Covenanter Neighborhood

Resolution 2022-09; Encroachment Agreement for Existing Stairs and Retaining Wall in the Right-of-Way at 1200 E. Hillside Drive and Olive Street

Construction Inspection Contract with VS Engineering for the 17th (Walnut to Grant) Multimodal Improvements Project

Aten presented Amendment #1 to Construction Inspection Contract with VS Engineering for the 17th (Walnut to Grant) Multimodal Improvements Project. See meeting packet for details.

Board Comments: Hollingsworth asked if this will start in 2023. Aten said the construction work for the west side of the project would start winter of 2022/spring of 2023.

Hollingsworth made a motion to approve Amendment #1 to Construction Inspection Contract with VS Engineering for the 17th (Walnut to Grant) Multimodal Improvements Project. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Matt Smethurst, Engineering, presented Maintenance of Traffic Plan for the Walnut Street Traffic Signals Project. See meeting packet for details.

Board Comments: Karon asked if the new signals were traditional or different. Smethurst said they are traditional like the ones throughout the City. Cox Deckard asked if the sidewalk closures will be affected by the pole locations; Smethurst said the eastern lane will be closed while doing work and the western portion will be open and vice-versa. Hollingsworth asked about start date; Smethurst said the goal is April 1st. Karon asked about the length of the project; Smethurst said it should be less than 120 days.

Hollingsworth made a motion to approve Maintenance of Traffic Plan for the Walnut Street Traffic Signals Project. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Mike Stewart, Engineering, presented Right-of-Way Use Request from Carmel Construction for Dumpster Placement on W. 6th Street. See meeting packet for details.

Hollingsworth made a motion to approve Right-of-Way Use Request from Carmel Construction for Dumpster Placement on W. 6th Street. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Mike Stewart presented Request for Sidewalk Closure Adjacent to the Court House on North Walnut Street from Monroe County. See meeting packet for details.

Board Comments: Hollingsworth asked how many spaces they will be taking up; Stewart confirmed it is 12 spaces. Cox Deckard wanted clarification on the accessible spaces; Stewart said all of the parking spots off 6th street will be accessible. Hollingsworth asked how many spaces will be open off Walnut St; Stewart confirmed there will be 6 open parking spots. Karon asked if there will be any safety precautions along the sidewalk during construction. Greg Crum, Monroe County

Amendment #1 to Construction Inspection Contract with VS Engineering for the 17th (Walnut to Grant) Multimodal Improvements Project

Maintenance of Traffic Plan for the Walnut Street Traffic Signals Project

Right-of-Way Use Request from Carmel Construction for Dumpster Placement on W. 6th Street (March 18, 2022 – May 30, 2022)

Request for Sidewalk Closure Adjacent to the Court House on North Walnut Street from Monroe County (March 21, 2022 – April 15, 2022)

Building Department, stated the sidewalk will just be closed during work hours, and the crane will be moved after work hours so the sidewalk can be accessible in the evenings. Cox Deckard asked if there will be detour signage for pedestrians; Stewart confirmed. Cox Deckard asked if there will be any conflicts with special events during this construction timing; Stewart said no.

Hollingsworth made a motion to approve Request for Sidewalk Closure Adjacent to the Court House on North Walnut Street from Monroe County. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Roy Aten presented Change Orders #1 and #2 for the Discovery Parkway Project with Crider & Crider. See meeting packet for details.

Hollingsworth made a motion to approve Change Orders #1 and #2 for the Discovery Parkway Project with Crider & Crider. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Request for Street Closure on N. Park Ave. from E. 9th to E. 10th Streets from Messer Construction. See meeting packet for details.

Board Comments: Hollingsworth asked if signs will be in place; Kehrberg confirmed. Hollingsworth also asked if residents have been notified; Kehrberg confirmed.

Hollingsworth made a motion to approve Request for Street Closure on N. Park Ave. from E. 9th to E. 10th Streets from Messer Construction. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Request for Street Closure on N. Dunn St. and E. 14th St. from The Standard at Bloomington. See meeting packet for details.

Board Comments: Karon asked if there will be access to driveways; Kehrberg confirmed. Cox Deckard asked if there will be pedestrian access; Kehrberg said there will be pedestrian access on the north side of 14th Street.

Hollingsworth made a motion to approve Request for Street Closure on N. Dunn St. and E. 14th St. from The Standard at Bloomington. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Change Orders #1 and #2 for the Discovery Parkway Project with Crider & Crider

**Request for Street Closure on N. Park Ave. from E. 9th to E. 10th Streets from Messer Construction
(March 21, 2022- April 22, 2022)**

**Request for Street Closure on N. Dunn St. and E. 14th St. from The Standard at Bloomington
(April 4, 2022- April 29, 2022)**

Paul Kehrberg presented Request for Street Closure on E. Longview Ave. from E. 7th St. to N. Pete Ellis Dr. from Scannell Properties. See meeting packet for details.

Board Comments: Hollingsworth asked if they will reroute the sidewalk; Kehrberg said there will be a walk-around. Cox Deckard asked if there was a multiuse path in that area. Kehrberg said the path is on the north side and that is what is going to be closed. Cox Deckard asked about the accessibility of bike riders. Kehrberg explained that they can use the walk-around.

Hollingsworth made a motion to approve Request for Street Closure on E. Longview Ave. from E. 7th St. to N. Pete Ellis Dr. from Scannell Properties. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Wason presented Contract with Groomer Construction for Sidewalk Assistance 50/50 Repair/Replacement Program. See meeting packet for details.

Board Comments: Hollingsworth needed clarification on the do not exceed amount; Wason confirmed it is not to exceed \$100,000. Karon asked if Wason was comfortable with the pricing. Wason said there aren't other options right now; he would love to have it at a lower price, but hopeful to put it back out to bid later this summer. Cox Deckard asked what residents should do if they are interested in the Sidewalk Assistance Program. Wason stated you can search your address on the City's website and see if that address is eligible for the program. Wason wanted to share that they used a small portion of this money from last year for the sidewalk grinding contract to eliminate trip hazards throughout the city.

Hollingsworth made a motion to approve Contract with Groomer Construction for Sidewalk Assistance 50/50 Repair/Replacement Program. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Wason wanted to thank the Street Department for filling a lot of the potholes. To date, 2,483 potholes have been filled. If you see a pothole that needs filled, please call our Street Department at 812-349-3448. Aside from the potholes, the Animal Shelter held their first in person feline Friday adoption event. If you're looking for a "forever" friend please visit the Bloomington animal shelter at 3410 S. Walnut Street. Hollingsworth asked if there was an update on the Waldron. Wason said all of the repairs have been completed that have been outlined in the Mayor's requirements to open. A new arts collaboration has been made to utilize the Waldon Arts Center. Cox Deckard asked for an update on the outdoor dining closures on Kirkwood. Wason said they were going

Request for Street Closure on E. Longview Ave. from E. 7th St. to N. Pete Ellis Dr. from Scannell Properties (March 21, 2022- April 3, 2022)

Contract with Groomer Construction for Sidewalk Assistance 50/50 Repair/Replacement Program

STAFF REPORTS AND OTHER BUSINESS

to implement closure starting Monday, March 21st. The parklet program will also be implemented on Monday, March 21st.

Hollingsworth made a motion to approve claims in the amount of \$1,816,943.31. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

CLAIMS

Cox Deckard called for adjournment at 6:17 p.m.

ADJOURNMENT

Accepted By:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Elizabeth Karon, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event:	Hoosier Half Marathon and 5K 2021
Petitioner/Representative:	Perfect Timing Race Management, LLC
Staff Representative:	April Rosenberger
Meeting Date:	March 29, 2022
Event Date:	Saturday, April 09, 2022

Fun Races is requesting the use of 17th Street between Indiana Ave. and Fee Lane to hold a Half Marathon and 5K race on Saturday, April 09, 2022 from 5:00 a.m. to 12:00 p.m. (time is inclusive of set-up and teardown) for the Hoosier Half Marathon and 5K race.

The race route will be secured and managed by Indiana University Police. Organizers estimate that there will be up to 2,500 participants involved.



**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



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:	Chet Klene		
Contact Phone:	(317) 696-0196	Mobile Phone:	(317) 696-0196
Title/Position:	Race Director		
Organization:	Fun-Races		
Address:	5275 Hickory Grove		
City, State, Zip:	Martinsville, IN 46151		
Contact E-Mail Address:	Chet@fun-races.com		
Organization E-Mail and URL:	fun-races.com https://hoosierhalf.com/		
Org Phone No:	(317) 501-7111	Fax No:	

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

Organization Name:	Greene & Schultz		
Address:	520 North Walnut Street		
City, State, Zip:	Bloomington IN 47404		
Contact E-Mail Address:	betsy@greeneschultz.com		
Phone Number:	812 558-0198	Mobile Phone:	
Organization Name:	Myers Croxton Group		
Address:	421 West 6th Street, Suite 116		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	cathy@myerscroxton.com		
Phone Number:	812-219-1200	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input checked="" type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)		
Date(s) of Event:	April 9th, 2022		
Time of Event:	Date: 4/09/2022	Start: 8:00 am	Date: End: 12:00 pm
Setup/Teardown time Needed	Date: 4/9/2022	Start: 5:00 am	Date: End: 12:00 pm
Calendar Day of Week:	Saturday		
Description of Event:	Hoosier Half Marathon and FTK 5K		
List of Street Closures (If applicable)	Portions of multiple streets as described in attached		
Expected Number of Participants:	2000-2500	Expected # of vehicles (Use of Parking Spaces to close): 0	

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

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

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

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable

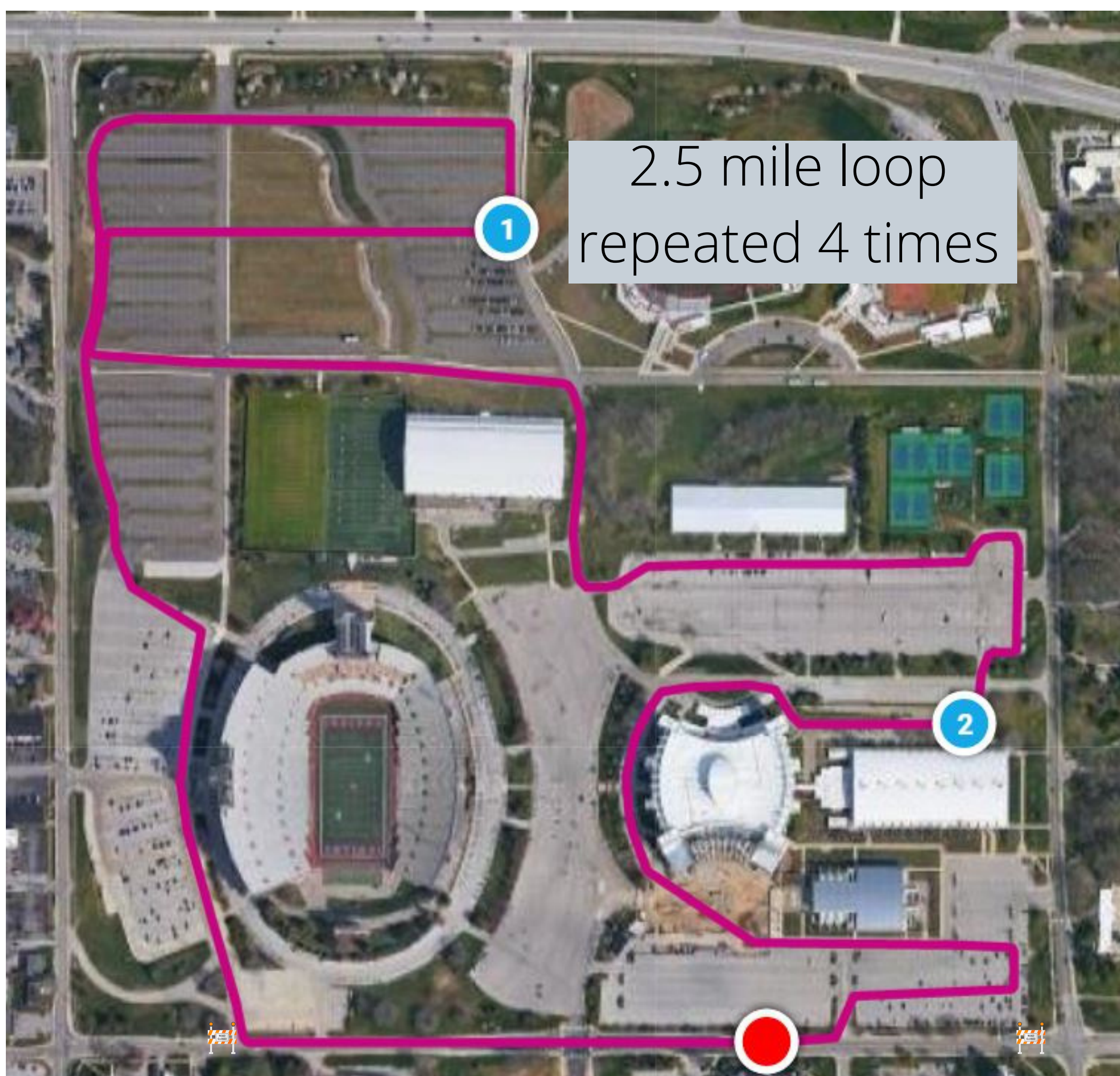
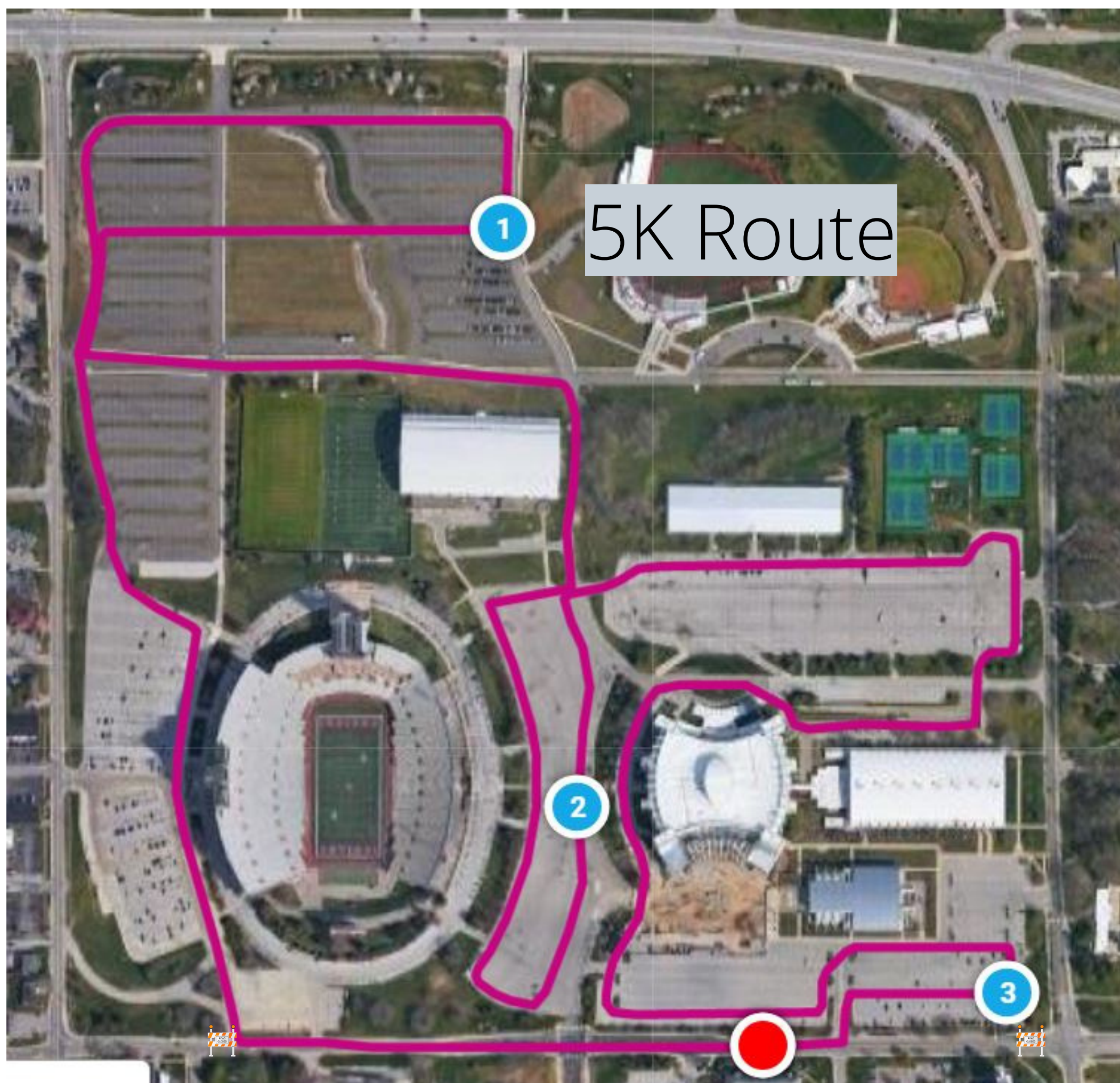
<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

6. CHECKLIST

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



**BOARD OF PUBLIC WORKS
RESOLUTION 2022-04**

HOOSIER HALF MARATHON AND 5K 2022

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

WHEREAS, Fun-Races would like to have the City close the following 17th Street between Indiana Ave. and Fee Lane, in order to conduct a Special Event: The Hoosier Half Marathon and 5K; and,

WHEREAS, Fun-Races has agreed to provide the City with a Certificate of Insurance naming the City as additionally insured; and

WHEREAS, the City is willing to close said streets in order to support this community function.

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

1. The City declares that a portion of 17th Street between Indiana Ave. and Fee Lane shall be temporarily closed to traffic and parking to conduct the Hoosier Half Marathon and 5K: beginning at 8:00 a.m. on Saturday, April 9, 2022, and ending at 12:00 p.m. on Saturday, April 9, 2022.
2. Fun-Races shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
3. Fun-Races shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. Fun-Races shall obtain, and place at Fun-Races own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Fun-Races shall not close the streets until 8:00 a.m. on Saturday, April 9, 2022 and shall remove barricades and signage and reopen the streets no later than 12:00 p.m. on Saturday, April 9, 2022.
4. Fun-Races shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.
5. Fun-Races shall clean up the affected area before, during and after the event. Clean-up shall include, but not be limited to, removal of all “no parking” signs posted for the event, the removal of any and all food and/or drink, picking up all trash and litter, sweeping up any and all broken glass, and emptying and removal of all trash cans/receptacles.

Clean-up shall be completed by 12 p.m. on Saturday, April 9, 2022.

Resolution 2022-04

6. The City declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
8. Fun-Races shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
9. Fun-Races, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City, its Boards, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
10. Chet Kline, a duly authorized representative of Fun-Races, represents that he is fully empowered by proper action of Fun-Races to bind Fun-Races to the terms and conditions set forth in this Resolution and does so bind Fun-Races by his signature set forth below.

ADOPTED THIS 29th DAY OF MARCH, 2022.

BOARD OF PUBLIC WORKS:

FUN-RACES

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice President

Chet Cline, Race Director
Printed Name, Title

Elizabeth Karon, Secretary

Date

Resolution 2022-04



Board of Public Works Staff Report

Project/Event: Community Special Event—The Combine Drone Show—
Resolution 2022-10

Petitioner/Representative: Mike Trotzke, VP Humanetrix Foundation, Chair of the Combine

Staff Representative: Jane Kupersmith

Meeting Date: 03/28/22

The Combine, through its chair Mike Trotzke, has applied for a Community Special Event Permit to hold an event in the Trades District on April 8. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The special event will operate from 8–10 p.m. and the drone flight will take place from 9–9:10p.m.

Staff is supportive of the request.

Jane Kupersmith



**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



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:	Mike Trotzke		
Contact Phone:	812-391-0065	Mobile Phone:	812-391-0065
Title/Position:	Vice President, Chair of the Combine		
Organization:	Humanetrix Foundation, Inc.		
Address:	642 N Madison		
City, State, Zip:	Bloomington, IN		
Contact E-Mail Address:	mike@trotzke.com		
Organization E-Mail and URL:	https://humanetrix.com/		
Org Phone No:		Fax No:	

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

Organization Name:	Sky Elements Drone Shows		
Address:			
City, State, Zip:			
Contact E-Mail Address:	contact@skyelementsdrones.com		
Phone Number:	1-817-286-3400	Mobile Phone:	
Organization Name:	Dimension Mill, Inc		
Address:	642 N Madison		
City, State, Zip:	Bloomington, IN		
E-Mail Address:	rachel@dimensionmill.org		
Phone Number:		Mobile Phone:	
Organization Name:	Upland		
Address:	350 West 11th Street		
City, State, Zip:	Bloomington, IN, 47404		
E-Mail Address:			
Phone Number:	(812) 364-2337	Mobile Phone:	

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)		
Date(s) of Event:	April 8th, 2021 (April 9th rain date)		
Time of Event:	Date: April 8th	Start: 8pm	Date: April 8th End: 10pm
Setup/Teardown time Needed	Date: April 8th	Start: 10 am	Date: 4/9 End: 9 a.m.
Calendar Day of Week:	FRIDAY		
Description of event:	<p>The Combine is an annual, nonprofit, volunteer-run event that began in 2010. It is a project of the Humanetrix Foundation, Inc., a passionate group of entrepreneurial techies looking to connect innovators across the Midwest. Combine serves as the Midwest catalyst for creators, builders, and doers to discover new business and technology ideas. This year we are modifying the event to enhance the safety of our community, limiting the in-person attendance for indoor events, and focusing on a more outdoor festival feel. This manifests with our closing drone show which will feature 75 lighted drones presenting formations in the sky. There will also be tents for startups as part of our Startup Showcase on the lawn North of Maker Way and West of Madison.</p> <p>There will be Combine-related events all day at the Mill, but the public outdoor event will take place from 9–9:10 p.m., and we anticipate individuals gathering before and after the event. Upland Brewing and Combine anticipate that attendees will dine at Upland and cross over 11th St to view the event. As such, the Combine plans to hire a security guard to assist individuals in crossing the street.</p>		
List of Street Closures (If applicable)	Maker Way, 6-8 p.m. Madison, 11th St. & Rogers, before, during, after flight time. Timing dependent on staff ability to set up/tear down.		
Expected Number of Participants:	300 (up to)	Expected # of vehicles (Use of Parking Spaces to close): 100	

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

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

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"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input 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 checked="" type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input checked="" type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input checked="" type="checkbox"/> Not applicable

<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input checked="" type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

6. CHECKLIST

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

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

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

For City Of Bloomington Use Only

Date Received:	Received By: Public Works	Date Approved:	Approved By:
	Board of Public Works		
	Bloomington Police		
	Bloomington Fire		
	Economic & Sustainable Development		
	Engineering		
	Office of The Mayor		
	Parking Enforcement		
	Transit		



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.

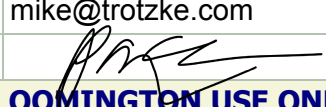
Once a completed application is submitted to the City, it will be reviewed by the Board of Public Works. If the permit is approved, the holder must still abide all other city, state, and federal laws.

Contact April Rosenberger with any questions: (812) 349-3410 or april.rosenberger@bloomington.in.gov

Event and Noise Information

Name of Event:	The Combine Drone Show			
Location of Event:	Makers Way in front of the Mill			
Date of Event:	4/8/2022	Time of Event:	Start: 8pm	
Calendar Day of Week:	Friday		End: 10:00pm	
Description of Event:	Cobmine serves as the Midwest catalyst for creators, builders, and doers to discover new business and technology ideas. This year we are modifying the event to enhance the safety of our community, limiting the in-person attendance for indoor events, and focusing on a more outdoor festival feel. This manifests with our closing drone show which will feature 50 lighted drones presenting formations in the sky. There will also be tents for startups as part of our Startup Showcase.			
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:		

Applicant Information

Name:	Mike Trotzke		
Organization:	Humanetrix Foundation, Inc	Title:	VP
Physical Address:	642 N Madison #109		
Email Address:	mike@trotzke.com	Phone Number:	812 391-0065
Signature:		Date:	2/25/2022

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

Date

Beth H. Hollingsworth, Vice-President

Elizabeth Karon, Secretary

Waste and Recycling Management Plan Template

Event name: _____

Number of expected attendees: _____

Number of food vendors: _____

Number of other vendors: _____

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

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

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

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

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

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

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

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

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

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

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

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for_____.

The Board of Public Works meeting to hear this request will be MONTH, DAY, YEAR. Board of Public Works meetings are held virtually via zoom. Zoom information can be found on the Public Works web page at <https://bloomington.in.gov/boards/public-works> or you may also call 812.349.3411 for this information.

The proposal for_____will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER:
DATE:

<u>Contact Information- Other</u>			
	<u>Location</u>	<u>Contact</u>	<u>Phone Number</u>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812) 349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Nicole Wagner	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Lauren Travis Economic & Sustainable Development	(812) 349-3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	April Rosenberger Dept. of Public Works	(812) 349-3411
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Leslie Brinson Community Events Manager	(812) 349-3700
Bloomington Fire Department	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 rd Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546
Department of Homeland Security		Mike Anderson	(317) 409-9510

Upland Brewing Co

W 10th St



h St

N Rogers St



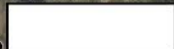
<Observation Area>

N Madison St



Dimensi

Startup Showcase Tent



Baricade



Trash/Recycling



Projection Screen
& Loudspeakers

< Drone Launch Zone>

N Madison St

N Rogers St

W 10th St

**BOARD OF PUBLIC WORKS
RESOLUTION 2022-10**

**USE OF PUBLIC RIGHT OF WAY AND DECLARATION OF SPECIAL EVENT FOR THE
COMBINE DRONE SHOW**

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

WHEREAS, Humanetrix Foundation, Inc., d.b.a. The Combine (“Combine”) is organizing a Drone Show, to take place on Friday, April 8, 2022, or Saturday, April 9, 2022, if there is a rain delay; and

WHEREAS, the Combine has requested that the Board of Public Works allow them to close streets in and around the Trades District during the Combine Drone Show; and

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

WHEREAS, the Bloomington Redevelopment Commission approved an Agreement for Right of Entry and Release for the use of its Trades District Property for the Combine’s event on March 7, 2022;

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works (hereinafter “City”) declares that the Combine may close Maker Way to vehicular traffic between North Rogers and North Madison Streets, and Madison Street between 10th & 11th Streets from 6:00 p.m. Friday, April 8, 2022, until 1:00 p.m. on Saturday, April 9, 2022, or from 6:00 p.m. Saturday, April 9, 2022, until 1:00 p.m. on Sunday April 10, 2022, in the case of a rain delay, for the purpose of staging a drone show for the general public. Additionally, the Combine may close traffic on 11th Street between Morton and Rogers Streets and Rogers Street between 11th and the B-Line Trail immediately before, during, and immediately after the flight time of 9:00-9:10 p.m.
3. The Combine shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. The Combine shall be responsible for developing an MUTCD compliant Maintenance of Traffic Plan to be approved by the Engineering Department.
5. The Combine shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or

personnel as deemed appropriate. The Combine agrees no closure shall occur before 6:00 p.m. on Friday, April 8, 2022, and remove barricades by 8:00 a.m. on Sunday, April 10, 2022, at the latest.

6. The City of Bloomington will provide and set up jersey style water filled barricades not before 6:00 p.m. on April 8, 2022. Jersey style water filled barricades will be removed as part of clean-up.
7. The Combine will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this block, cleaning any grease or other food products from the pavement and sidewalks, and removing any “No Parking” signs posted as part of the event.
8. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of 6:00 p.m. and 10:00 p.m. on Friday, April 8, 2022, or Saturday, April 9, 2022, in the case of a rain delay.
9. The Combine shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
10. The Combine shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
11. In consideration for the use of the City’s property and to the fullest extent permitted by law, the Combine, 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.
12. P. Michael Trotzke, by signing this agreement, represents that he has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 29th DAY OF MARCH, 2022.

BOARD OF PUBLIC WORKS:

HUMANETRIX FOUNDATION, INC.:

Kyla Cox Deckard, President

P. Michael Trotzke, Vice President

Beth H. Hollingsworth, Vice President

Date

Elizabeth Karon, Secretary

RESOLUTION 2022-10



Board of Public Works Staff Report

Project/Event: 2022 KONE Repair Service Contract
Petitioner/Representative: Public Works : Ryan Daily, JD Boruff
Staff Representative: Ryan Daily, JD Boruff
Date: 03/29/2022

Report:

This service agreement is for repair outside of the general scope of the elevator service contract such as shaft cleaning, repairs outside of working hours, replacement of devices/parts not included in warranty, additional inspections or requested repairs and will encompass the following locations:

- 4th Street Garage
- Morton Street Garage
- Walnut Street Garage
- Trades District Garage
- City Hall
- John Waldron Arts Center
- BPD Dispatch Center

Total cost of Service Contract = \$30,000

Fund Line: 452.26.260000.53610 (Building Repair)
101.19.190000.53610
101.14.145000.53610

City of Bloomington Contract and Purchase Justification Form

Vendor: KONE

Contract Amount: \$30,000

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

2. List the results of procurement process. Give further explanation where requested.

Yes No

of Submittals:

Yes No

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

Was the lowest cost selected? (If no, please state below why it was not.)

☒☐

This is a service agreement for the repair of the Morton, Walnut, Trades, 4th Street Garages, City Hall, John Waldren Art Center, and BPD Dispatch Center that are outside of the service agreement with Kone. Kone has the current elevator contract.

3. State why this vendor was selected to receive the award and contract:

Kone has the current elevator contract. Lowest cost was selected during the bidding process for elevator services during bidding in 2021 for parking garages. This contract will encompass all parking garages (4th, Trades, Morton and Walnut) and include City Hall, John Waldren Arts Center, and BPD Dispatch Center.

Ryan Daily

Garage Manager

Public Works - Parking Svcs

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
KONE**

This Agreement, entered into on this 29th day of March, 2022, by and between the City of Bloomington Department of Public Works (the "Department"), and KONE Inc. ("Contractor").

Article 1. Scope of Services After receiving a **Notice to Proceed**, Contractor shall perform repair and maintenance services of the following types: elevator inspection, elevator repair, parts install and inspection services outside of the standard scope of works. These services will be performed at the Morton, Walnut, 4th, and Trades Garages, City Hall, John Walden Arts Center, and BPB Dispatch Center for a set price of Thirty Thousand dollars \$30,000 ("Services") for a set rate of Three Hundred Ninety-Three Dollars and Forty-Two Cents (\$393.42) per hour Monday-Friday 8:00 am - 4:00 pm for one person, with an additional Three Hundred Thirty-Five Dollars and Thirty-Nine Cents (\$335.39) 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 Seven Hundred Fifty-Six Dollars Twelve Cents (\$756.12) per hour for one person, with an additional Six Hundred Twenty-Two Dollars Thirty-Six Cents (\$622.36) 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 December 31, 2022, 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 Ryan Daily, Parking Garage Manager. J.D. Boruff, Operations & Facilities Director, Public Works Facilities Division, 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. The facilities included in this Agreement are identified in Attachment A. Attachment A is attached hereto and incorporated by reference as though fully set forth.

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 Thirty Thousand Dollars (\$30,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** 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 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. Contractor 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 Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor'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 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: Ryan Daily/JD Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: KONE INC, Attn: Nate Neal, 5201 Park Emerson Drive, Suite O, Indianapolis, Indiana 46203.

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

KONE, INC

Beth Cate, Corporation Counsel

John Hadley, Branch Manager

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

Attachment "A"
Amendments to Service Agreement

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

KONE agrees to phone monitoring for all units (once effective) at purchaser's request.

KONE agrees to discount annual labor rates 25%.

This contract will end 12/31/2022 at which time a new contract will be created.

The effective start dates for each piece of equipment are as follows:

Morton Street Parking Garage (currently under contract #418006820): 05/01/2022

Walnut Street Parking Garage PASS 100798 (currently under contract #42020322):
10/1/2022

City Hall Building PASS 47889: 03/01/2022

John Waldron Arts PASS 46655: 03/01/2022

Trades District Garage #1 PASS and #2 PASS: 05/01/2022

4TH ST. GARAGE #3 PASS and #4 PASS: 08/01/2022

Any units currently under contract have been or will be billed up until the above effective dates. Those units will then move to this agreement and begin monthly billing.

This agreement will include all Cat 1 annual testing for all 8 units.

KONE General or Sales Manager Authorization

Signature

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20_____.

KONE, 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 _____, 2022.

Notary Public Printed Name

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: Generator Service Agreement with Cummins

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 3/29/22

This service agreement covers preventative maintenance for generators at the following facilities:

Police Headquarters
City Hall
Fire Stations #1, #2, #3, #4, and #5
Dispatch Center
Fleet Maintenance Garage

The total cost of the agreement is \$8,332.31.

Respectfully submitted,

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Cummins, Inc.

Contract Amount: \$8,332,31

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input checked="" type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

	Yes	No		Yes	No
# of Submittals: 1			Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

3. State why this vendor was selected to receive the award and contract:

All of our generators are purchased from Cummins, Inc. Their knowledge of the equipment, as well as a stellar history of responsiveness and expertise, leads us to request that they are granted the service agreement for all Public Works maintained generators.

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

2022 SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT AND CUMMINS, INC. (REVISED)

This Agreement, entered into on this 29th day of March, 2022, by and between the City of Bloomington Department of Public Works (the "Department"), and Cummins, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall perform planned maintenance of emergency power generation equipment at City facilities. 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. The locations of the facilities and the costs of this maintenance at these facilities are contained in Exhibit A, attached hereto and incorporated herein by reference as though fully set forth. Contractor shall complete the Services required under this Agreement on or before December 31, 2022, 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 Eight Thousand, Three Hundred Thirty-Two Dollars and Thirteen Cents (\$8,332.31). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** 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. Contractor 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 Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor'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 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 B, 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: Cummins, Inc., Attn: Nicholas T. Davison, 3621 West Morris St., Indianapolis, IN 46241.

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 C, affirming that Contractor has not engaged in any collusive conduct. Exhibit C 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.

Article 26: Warranty All parts and components furnished hereunder shall be warranted in accordance with the applicable manufacturer's express warranty for any goods for a period of one (1) year and CSS's standard warranty for workmanship for a period of ninety (90) days, and any rights thereto shall pass on to Owner. THE WRITTEN WARRANTIES SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE IS EXPRESSLY EXCLUDED. THE REMEDY PROVIDED THEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.

Article 27: Limitation of Liability TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS OR SAVINGS, LOSS OF USE, LOSS OF DATA, OR DOWNTIME) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE, EXCEPT THAT THE FOREGOING SHALL NOT RESTRICT A PARTY'S ABILITY TO RECOVER DIRECT DAMAGES FOR BREACH OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CSS'S TOTAL AND CUMULATIVE LIABILITY EXCEED TWO MILLION DOLLARS (\$2,000,000.00). NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

CITY OF BLOOMINGTON

Beth Cate, Corporation Counsel

Cummins, Inc.

Kerrin Washerstrom,
PEM Administration Manager

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

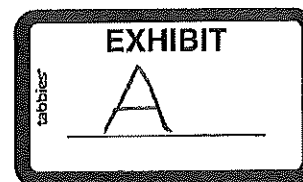
Kyla Cox Deckard, President
Board of Public Works

EXHIBIT A
SCOPE OF SERVICES

Scope of Services includes: the emergency power generation equipment maintenance according to the schedule and location of generators for City facilities identified below.



Sales and Service



INDIANAPOLIS IN BRANCH
3621 W MORRIS STREET
INDIANAPOLIS, IN 46242 0917
Phone: 317-244-7251

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
CITY OF BLOOMINGTON	Contact: James Boruff	Quote Date: 04-JUN-21
JAMES BORUFF	Phone: 812 349-3439	Quote Expires: 31-JAN-22
PO BOX 100	Fax: 812 349-3490	Quote Num: 137294
401 N MORTON/ FACILITY	Cust Id: 494450	Quoted By: Nicholas T Davison
Bloomington, IN 47402		Quote Term: 1 Year(s)

Site Information

1	POLICE STATION	220 E 3RD ST	BLOOMINGTON	IN	47401
2	CITY HALL	401 N MORTON ST	BLOOMINGTON	IN	47404
3	FIRE STATION HQ	300 E 4TH ST	BLOOMINGTON	IN	47408
4	FIRE STATION #2	210 S YANCY LN	BLOOMINGTON	IN	47404
5	FIRE STATION #3	800 N WOODLAWN AVE	BLOOMINGTON	IN	47408
6	FIRE STATION #4	2201 E 3RD ST	BLOOMINGTON	IN	47401
7	FIRE STATION #5	1987 S HENDERSON AVE	BLOOMINGTON	IN	47402
8	BLOOMINGTON PUBLIC TRANS	130 W GRIMES LN	BLOOMINGTON	IN	47403
9	FLEET MAINTENANCE GARAGE	800 E MILLER DR	BLOOMINGTON	IN	47402

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	POLICE DEPT	GENERAC	GEN SET	97A06858-5	2038753	ST
2	CITY HALL	ONAN	GEN SET	DFCE-3382607	K990026629	ST
3	J160105380	ONAN	GEN SET	DSHAD-1643870-F	J160105380	ST
4	FIRE STATION #2 KOHLER		GEN SET	45RZG	0694441	ST
5	L030585230	ONAN	GEN SET	20GGDB-3440	L030585230	ST
6	C050753879	ONAN	GEN SET	GGHG-5706944	C050753879	ST
7	FIRE STATION #4 ONAN		GEN SET	GGHE-5706943	C050753880	ST
8	G130536560	ONAN	GEN SET	DSHAD-1333521	G130536560	ST
9	B040599784	ONAN	GEN SET	DGFA-5659921	B040599784	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	POLICE DEPT	FULL PM SERVICE (FS)	1	674.74	674.74
		INSPECTION	1	331.04	331.04
2	CITY HALL	FULL PM SERVICE (FS)	1	911.37	911.37
		INSPECTION	1	331.04	331.04
3	J160105380	FULL PM SERVICE (FS)	1	712.08	712.08
		INSPECTION	1	330.63	330.63
4	FIRE STATION #2	FULL PM SERVICE (FS)	1	505.46	505.46
		INSPECTION	1	277.99	277.99
5	L030585230	FULL PM SERVICE (FS)	1	458.51	458.51
		INSPECTION	1	277.99	277.99
6	C050753879	FULL PM SERVICE (FS)	1	458.50	458.50
		INSPECTION	1	277.99	277.99



Sales and Service

PLANNED MAINTENANCE AGREEMENT

Customer Address		Customer Contact	Quote Information		
CITY OF BLOOMINGTON		Contact: James Boruff	Quote Date:	04-JUN-21	
JAMES BORUFF		Phone: 812 349-3439	Quote Expires:	31-JAN-22	
PO BOX 100		Fax: 812 349-3490	Quote Num:	137294	
401 N MORTON/ FACILITY		Cust Id: 494450	Quoted By:	Nicholas T Davison	
Bloomington, IN 47402			Quote Term:	1 Year(s)	
7	FIRE STATION #5	FULL PM SERVICE (FS)	1	458.50	458.50
		INSPECTION	1	277.99	277.99
8	G130536560	FULL PM SERVICE (FS)	1	712.08	712.08
		INSPECTION	1	330.63	330.63
9	B040599784	FULL PM SERVICE (FS)	1	674.73	674.73
		INSPECTION	1	331.04	331.04

Generator Planned Equipment Maintenance Quote

This one (1) year renewal proposal covers two (2) service visit annually and will automatically renew unless the opt-out option is chosen.

Recommend services to be scheduled as follows:

Full Maintenance Service- February 2022

Maintenance Inspection- August 2022

To continue your services without interruption, please sign the quote and return along with your PO if required via email to:
cpspm@cummins.com

Payment Info

Online payment: <http://customerpayment.cummins.com> is a customer's one-stop shop and SELF-SERVE portal to view account status, retrieve invoices and statements, make online payments and more

To pay by credit card call: 877-480-6970 (press 1 for Accounts Receivables) anytime between the hours of 7:30am-5pm central time. Have your account number ready as well as the invoice number you are wanting to pay. You will receive an email receipt immediately following the call.

Please do not pay the amount on this quote. An invoice will be generated to include taxes (if applicable) when payment is due.

Auto Renewal Option

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. If you do not wish to participate in the auto renew option, please check below to opt-out. If you do not opt-out, this Agreement will automatically renew at the end of the initial term for a period equal to the initial term (the Renewal Term). In such event, cost increases for the Renewal Term will not exceed 3%. Either party has the right to terminate this Agreement with thirty (30) days prior written notice, unless the work has already been performed.

☐ OPT-OUT OF AUTOMATIC RENEWAL

Auto Renewal Option

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. If you do not wish to participate in the auto renew option, please check below to opt-out. If you do not opt-out, this Agreement will automatically renew at the end of the initial term for a period equal to the initial term (the Renewal Term). In such event, cost increases for the Renewal Term will not exceed 3%. Either party has the right to terminate this Agreement with thirty (30) days prior written notice, unless the work has already been performed.

☐ OPT-OUT OF AUTOMATIC RENEWAL



Sales and Service

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF BLOOMINGTON JAMES BORUFF PO BOX 100 401 N MORTON/ FACILITY Bloomington, IN 47402	Contact: James Boruff Phone: 812 349-3439 Fax: 812 349-3490 Cust Id: 494450	Quote Date: 04-JUN-21 Quote Expires: 31-JAN-22 Quote Num: 137294 Quoted By: Nicholas T Davison Quote Term: 1 Year(s)
	Standard Agreement Amount	\$8,332.31
	Proposal Total	\$8,332.31

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval

Signature: _____

Date: _____

CUMMINS INC

Signature: _____

Date: _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

- Signature

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

Printed Name of Notary Public _____

EXHIBIT C

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 _____, 20____.

Cummins, 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 _____, 20____.

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:	Award Sole Source Contract for 2022 Yard waste
Petitioner/Representative:	Sanitation Division
Staff Representative:	Rhea Carter
Meeting Date:	March 29, 2022

Due to the unexpected termination of the City's contract due to vendor no longer having IDEM certification, we have been left with nowhere to dispose of our yard waste collected by the Sanitation Division throughout the City. EarthKeepers is the only known vendor with the required IDEM certification for the disposal of yard waste materials in Monroe County. The rate per load has been quoted at \$31.86 with a NTE amount of \$3,500.00.

EarthKeepers Loves Yard Waste!

CoB 2022 Leaf & Yard Waste Bids:
Price-Point Projections based on Diesel Price Inflation 2016-2022

(3/25/2022)

Prepared for
Michael Large et al.
City of Bloomington Department of Public Works

Price-Point Determination

EarthKeepers is a registered Benefit Corporation with a Social Mission of
Community Education & Support: No Overpricing!

+EarthKeepers Pricing for Processing is calculated based on Inflation-Adjusted Prior-Bid-Parity:

-2016 Diesel Price is the Anchor Diesel Price and 2016 Bid Award is the Anchor Bid Price.

-2019 Diesel Price is the Inflation Diesel Price and 2019 Bid Award is the Inflation Bid Price.

-The % Change in the Anchor & Inflation Bid Prices should be the same as the % Change in the Anchor & Inflation Diesel Price for a fairly priced bid. *[Citations next slide]

-2016 Diesel Price: \$2.304

-2016 Bid Price: \$20/load

-2019 Diesel Price: \$3.056

-%change = 132%

-2019 Bid Price: \$23/load (*prior presentation noted inaccurate price)

-%change = 115% (*Huntley underbid by 17%)

-2022 Diesel Price: \$4.233**

-%change 138.5%

-2022 Bid Price: **\$31.86/load**

-2019 Inflation-Adjusted Bid **\$23** x 138.5% = **\$31.86/load**

+Leading energy futures analysts predict that price-volatility of petroleum derived products will continue for the duration of the realignment of the international petroleum political-economy, as geostrategic rivalry is expected to continue for the duration of the Ukraine Crisis. Nonetheless the release of US Strategic Reserves provides price-stabilizing confidence, so **EarthKeepers is bidding for Yard Waste and Leaves at \$31.86/load.** In case of shortfall, we will adjust next bid.

Data Imputations:

2022 Diesel Price: \$4.233**

Price derived from an average calculated from the First 3 Months of 2022, reflecting ongoing geopolitical price-volatility:

US Energy Information Agency: provides data for January 2022 and February 2022

https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_m.htm

AAA: Provides data for March 2022

<https://gasprices.aaa.com/?state=IN>

Data Points are Averaged:

January: \$3.724 + February: \$4.032 + March: \$4.942 = $X/3$ = **\$4.233**

Citations

US Energy Information Administration. 2022. Petroleum & Other Liquids. Weekly Retail Gasoline and Diesel Prices. Diesel (On-Highway) - All Types. Retrieved: https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_a.htm

AAA Gas Prices. 2022. Retrieved: <https://gasprices.aaa.com/?state=IN>

Kiplinger. 2022. Economic Forecasts: Energy Prices Forecast. “Pain at the Pump to Worsen This Spring.” Retrieved: <https://www.kiplinger.com/economic-forecasts/energy>

Reuters. 2022. “As Fuel Prices Rise to Record Highs, Governments Look for Solutions.” March 10, 2022. Retrieved: <https://www.reuters.com/business/energy/fuel-prices-rise-record-highs-governments-look-solutions-2022-03-10/>

EarthKeepers is Hungry for Carbon Materials!

EarthKeepers is happy to help provide solutions for the City of Bloomington's organic waste processing needs!

EarthKeepers is a Certified Woman & Minority Owned Business and a locally-based, living-wage employer to a staff of 10.

Visit us at www.earthkeeperscompost.com for more info, today!



CITY OF BLOOMINGTON

APPROVAL TO USE SPECIAL PURCHASING METHOD

Check the box for the purchasing method this request applies to

Auction Purchase
Licensing Agreement

Equipment Compatibility
Governmental Discount

GSA Special Pricing
Single/Sole Source

No response to RFQ/ITB
Impair City Operations

Email this Request Form to Jeff Underwood: underwoj@bloomington.in.gov

1) Request Date _____

2) Requestor Name _____
Department _____
Telephone and E-mail _____

3) Value of Proposed Contract or Purchase \$ _____
Recommended Vendor _____
Budget Line _____

4) Enter item description:

Detail Justification that Validates Special Purchasing Method. Please attach any supporting documents.

Describe the product or service the vendor will provide and explain why this meets the special purchasing method checked above.

Detail the research performed to determine this purchase method is the best solution for the city.

Describe why this vendor and solution was chosen.

Approved By:

Jeffrey H. Underwood
Controller

Date

Department Head

Date

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/25/2022	Payroll				474,099.86
					<u>474,099.86</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 \$ 474,099.86

Dated this 29th day of March year of 2022.

_____	_____	_____
Kyla Cox Deckard, President	Beth H. Hollingsworth, Vice President	Elizabeth Karon, 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 Amendment 1 to Preliminary Engineering Contract with Bynum Fanyo & Associates, Inc. for the Alleys Renovation Project

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 3/29/2022

Report: This project was prioritized by the Public Works Department and originally included resurfacing of the north-south alley and the west leg of the east-west alley of the block bordered by Morton, College, 6th, and Kirkwood. Bynum Fanyo was selected to design this project from the City's pre-approved engineering consultant list due to their familiarity with the area and expertise with this type of project. The original total contract amount was \$15,690.

This amendment adds design services for alleys in two additional blocks: the block bordered by College, Walnut, 7th, and 8th and the block bordered by Grant, Dunn, Kirkwood, and 6th. These additional services will increase the contract amount by \$32,660. The new total contract amount will be set at a not-to-exceed amount of \$48,350.00.

Project Approvals Timeline		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract*	Current Item	3/29/2022
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future	TBD 2022

*Original contract approved 9/28/2021

City of Bloomington Contract and Purchase Justification Form

Vendor: Bynum Fanyo & Associates, Inc.

Contract Amount: \$48,350

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☐

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☒

Request for Qualifications (RFQu)

☐

Emergency Purchase

2. List the results of procurement process. Give further explanation where requested.

Yes No

of Submittals: 24

Yes No

Was the lowest cost selected? (If no, please state below why it was not.)

☐☒

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☒☐

Was scoring grid used?

☒☐

Were vendor presentations requested?

☒☐

The RFQu was issued seeking statement of qualifications to establish a list of qualified firms that may be contacted for projects. 14 firms were placed on the Pre-Approved list, the term of the list is from April 15, 2019 through March 31, 2022.

3. State why this vendor was selected to receive the award and contract:

Bynum Fanyo & Associates, Inc. was selected to design this project from the City's on-call engineering consultant list due to their familiarity with the area and experience with this type of project.

Neil Kopper

Senior Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

**AMENDMENT #1 TO AGREEMENT FOR CONSULTING SERVICES
FOR THE ALLEYS RENOVATION DESIGN
WITH BYNUM FANYO & ASSOCIATES, INC.**

This Amendment #1 supplements the Agreement for Consulting Services with Bynum Fanyo & Associates, Inc. (“Agreement”) for the Alleys Renovation Design Project which was entered into on September 28, 2021, as follows:

1. **See Scope of Engineering Services:** Exhibit A of the Agreement describes the tasks to be provided by Bynum Fanyo & Associates, Inc., during this Project. Exhibit A is hereby amended to include the following additional tasks: Additional alleys added within downtown Bloomington, IN.
Additional alleys added are:
 - i. Alley from N Dunn St to N Grant St between E Kirkwood Ave and E 6th St (eastern 55’ of this alley not included)
 - ii. Alley from E 6th St to E Kirkwood Ave between N Grant St and N Dunn St
 - iii. Alley from W 8th St to W 7th St between N College Ave and N Walnut St
 - iv. Alley from N College Ave to alley from iii above between W 8th St and W 7th St
2. **See Article 4. Compensation and Exhibit B Compensation:** The City shall pay Bynum Fanyo & Associates, Inc., an amount not to exceed \$32,660.00 for the additional Engineering Services. The not to exceed amount for the entire project shall be \$48,350.00.
3. In all other aspects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the day and year last written below.

OWNER

Kyla Cox Deckard
President, Board of Public Works

Beth H. Hollingsworth
Vice President, Board of Public Works

Elizabeth Karon
Secretary, Board of Public Works

Date: _____

John Hamilton
Mayor

Date: _____

CONSULTANT

Jeffrey S. Fanyo, P.E., CFM
President

Date: _____



Board of Public Works Staff Report

Project/Event: City Hall Central Plant Controls Upgrade

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 3/29/22

The control system of the City Hall HVAC system is outdated and obsolete. HFI has submitted a proposal for replacing the existing control system with an up to date system that is compatible with the City's computer network and computers. It will allow for monitoring of the system from on site and remote locations and allow for more efficient programming of the controls. The Controller's Office approved of a sole source purchase of this system. There are a couple of reasons that this sole source approval was based on. HFI is our preferred vendor for HVAC maintenance. We have entered into a service agreement with them for HVAC at City Hall. They installed the system at City Hall and have maintained it for over 25 years. They are the only contractor that has this intimate knowledge of the complex HVAC system at City Hall. The cost of this contract would be \$36,350.00. The funds for this contract were encumbered in 2021 based on HFI's proposal and the Controller's Office approved this for the sole source purchase.

Respectfully submitted,

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Harrell-Fish, Inc.

Contract Amount: \$36,350.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input checked="" type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

of Submittals: 1

Yes No

Met city requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Met item or need requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Was an evaluation team used?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Was scoring grid used?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Were vendor presentations requested?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Was the lowest cost selected? (If no, please state below why it was not.)

Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
------------------------------	--

Sole source purchase was approved by City Controller in December 2021

3. State why this vendor was selected to receive the award and contract:

HFI has installed, has maintained, and will be maintaining the HVAC system at City Hall. This is a large and complex system. We feel it would be preferable to have them install the new controls because they would have a thorough understanding of them and the systems that they control. This will also prevent potential conflicts between the vendor that installed the system and the one that maintains them.

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department



February 28, 2022

City of Bloomington Public Works
401 North Morton Street
Bloomington, IN 47402

Attn: J.D. Boruff

Re: City Hall Central Plant Controls Upgrade

Harrell-Fish, Inc. proposes to install a new front end controls system for the central plan equipment.

Inclusions:

- **JACE** – A Honeywell WEBS JACE 8000 will be installed and a custom Web Station will be built for the customer. It will include user access, real time graphics, setpoint and operational control, overrides, trending, and alarming.
 - o Provide and install a web 8000 series JACE with a 3-year SMA license and the latest Honeywell software. This license will include a 3-year license maintenance agreement that covers any software upgrade fees (minus labor) during this period.
 - o Provide and install (1) LON cards to network and integrate new central plant LON controllers.
 - o Provide and install (1) JACE enclosure with power supply.
 - o Build custom Web Station.
 - o Customer IT personnel will need to provide a static IP connection and cat 5 cabling to the JACE.
 - o A remote VPN connection must be provided for warranty service.
- **Heat Pump Loop and Pumps** – We will retrofit the existing panel(s) with Honeywell Spyder controller(s) to manage the operation of the Heat Pump loop and pumps. We will write custom program to meet existing sequence of operation and control the existing loop components as they are controlled by the obsolete system. We will re-use as much of the existing controls as possible to reduce cost.
 - o Provide and install Honeywell LON controller(s).
 - o Provide and install (6) new replacement wells and sensors for loop temperatures.
 - o Provide and install (1) new Outdoor temperature sensor.
 - o Provide and install (2) Honeywell LON Spyder controllers.
 - o Provide and install new low voltage wire.
 - o Provide and install (10) relays with HOA switches to replace existing output relays.
 - o Write custom programming.
 - o Integrate controller to the JACE Lon network.
 - o Build real time graphic.
 - o Commission and test operation.
- **AHU1 MUA UNIT** – We will retrofit the new Honeywell controller(s) into the existing controls panel for this unit. This is to keep the cost down as all the external devices are wired back to this panel. We will write custom program to meet existing sequence of operation and control of this unit. We will re-use as much of the existing controls as possible to reduce cost.
 - o Provide and install Honeywell LON Spyder controller(s)
 - o Provide and install replacement temperature sensor(s). New sensors need to be 20K sensors.
 - o Provide and install new low voltage wire.
 - o Write custom programming.
 - o Integrate controller to the JACE Lon network.
 - o Build real time graphic.
 - o Commission and test operation.

2010 Fountain Drive, P.O. Box 1998, Bloomington, IN 47402

812-339-2579 www.harrell-fish.com





Mechanical & Building Solutions

- **AH-1 COUNCIL CHAMBER**– We will retrofit the new Honeywell controller(s) into the existing controls panel for this unit. This is to keep the cost down as all the external devices are wired back to this panel. We will write custom program to meet existing sequence of operation and control of this unit. We will re-use as much of the existing controls as possible to reduce cost.
 - o Provide and install Honeywell LON Spyder controller(s)
 - o Provide and install (1) temp/humidity wall model in chamber.
 - o Provide and install replacement temperature sensor(s). New sensors need to be 20K sensors.
 - o Provide and install new low voltage wire.
 - o Write custom programming.
 - o Integrate controller to the JACE Lon network.
 - o Build real time graphic.
 - o Commission and test operation.

Notes and Exclusions:

- This proposal is valid for the period of (30) days.
- Remote WEB access must be provided by the customer for warranty purposes.
- All work is to be performed during normal business hours.
- Labor for software only include the initial upgrade and not future upgrades.
- This proposal does not include any other repairs on existing field controllers.
- Customer IT personnel will need to provide a static IP connection and cat 5 cabling to the JACE.
- A remote VPN connection must be provided for warranty service.
- An allowance is included to replace some of the existing controls parts if found defective.
- Sales Tax.
- Overtime/Shift Work.

Total Project Investment - \$36,350.00

Client Acceptance Date

Due to increased volatility in the cost of raw materials, if the price of material significantly increases, this quote may be adjusted proportionately. Thank you for the opportunity to submit this proposal. Please contact me with any questions.

Sincerely,

Aaron Wagoner
Account Manager
awagoner@harrell-fish.com
812-360-4081

This proposal is subject to the accompanying HFI Standard Terms and Conditions

2010 Fountain Drive, P.O. Box 1998, Bloomington, IN 47402
812-339-2579 www.harrell-fish.com





Mechanical & Building Solutions

HFI Standard Terms and Conditions

1. This proposal shall be considered withdrawn if not accepted within thirty (30) days.
2. HFI shall provide only trained and qualified technicians employed and/or subcontracted and supervised by us.
3. All labor is to be performed during HFI's regular working hours, unless noted in this proposal.
4. Until final payment is made, HFI will retain the title to all materials and equipment it installs.
5. Unless stated otherwise in this proposal, payment is due in full upon completion of work. Any account not fully paid with thirty (30) days of completion or due date shall bear interest at the rate of 2% per month.
6. In the event Client's account is referred to attorneys for collection, Client shall pay reasonable attorney fees, court costs and other collection costs.
7. Client shall carry fire, extended coverage and all other necessary insurance for its premises.
8. Client hereby assumes the risk of loss or damage to the equipment installed by HFI from any cause whatsoever after the equipment is installed.
9. Every attempt will be made to complete the work on the date(s) specified, but because HFI may have no control over equipment availability and delivery, all completion dates are estimates only.
10. HFI shall not be liable for damage, injury, illness, loss or delays resulting from asbestos, fire, explosion, flooding, the elements, labor troubles, mold or mold-related substances, or any other cause beyond our control.
11. HFI shall not be liable for injuries to persons or damage to property except those directly caused by negligent acts of omissions or HFI's employees. This term shall be subject to paragraph 15 below.
12. HFI shall not be responsible for any damages incurred due to inability of the building structure to properly support the installed equipment, or for expense incurred in removing, replacing or refinishing part of the building structure necessary for the performance of any service or installation, unless otherwise noted in this proposal.
13. HFI shall not be liable for any present or futures taxes, charges or other government fees, or any items of equipment, labor or special tests required or recommended by insurance companies, equipment vendors or governmental authorities.
14. HFI nor its employees or agents are experts in the identification of hazardous substances or materials. Therefore, Client agrees that HFI shall not be liable for the identification, detection, abatement, encapsulation, storage, removal or transportation of mold, mold-like substances, or any regulated or hazardous substances. Regulated or hazardous substances may include, but are not limited to asbestos, certain refrigerants and refrigerant oils. If any such substances or materials are encountered during the course of work, HFI may stop work until all such substances or materials have been removed and/or any hazard or liability is eliminated. HFI shall be granted an extension of time to complete performance equal to the delay, and HFI reserves the right to be compensated for any loss due to a delay.
15. Client agrees that, notwithstanding any other term or condition, HFI shall not be liable for any property damage or loss (whether direct or indirect), personal injury or illness, or death caused by the presence of mold or similar substances in, around, or emanating from any of the materials or equipment supplied, installed, serviced, or required by HFI.
16. This agreement contains the entire understanding between HFI and the Client; any modifications, amendments or changes must be in writing and signed by both parties.
17. Client is hereby notified of the existence of certain lien rights pursuant to Indiana Code 32-28-3-1 et. seq. Client's signature shall constitute acknowledgement and receipt of this notice of HFI's lien rights.
18. HFI shall provide a one (1) year limited labor warranty on new equipment installations.
19. The manufacturer provides a limited warranty on the equipment for you. Such warranty is typically a one (1) year limited parts warranty on new equipment installations and five (5) years on compressors.
20. Regular, recommended maintenance must be provided by a qualified provider and documented in writing or all warranties are void.
21. For residential work, and unless otherwise negotiated, payment terms are approved check or cash with 50% of contract amount due upon contract signing so we can order the equipment. The remaining 50% of contract amount is due upon job completion. Our installer will collect your final payment before he leaves the job site. All payments by credit card are subject to a 3% fee.
22. For non-residential work, and unless otherwise negotiated, payment is due upon receipt of invoice. Payments are approved check or cash. All payments by credit card are subject to a 3% fee.
23. Any alteration or deviation from the attached written specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this agreement.
24. HFI does not provide tax advice. It is the responsibility of the customer to verify all tax credits, deductions and energy rebates.

2010 Fountain Drive, P.O. Box 1998, Bloomington, IN 47402

812-339-2579 www.harrell-fish.com



AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

HRRELL-FISH, INC.

FOR

CITY HALL CENTRAL PLANT CONTROLS UPGRADE

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **City Hall Central Plant Controls Upgrade**, (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Quote on the Quote Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 180 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. The CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any

part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed **Thirty Six Thousand, Three Hundred Fifty Dollars (\$36,350.00)**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

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

ARTICLE 4. RETAINAGE

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

4.01 **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the

escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.

11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

5.06 Necessary Documentation CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

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

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

Contractor 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 Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor'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.

Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations,

ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with both a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR's Payment Bond.

5.12.04 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13 Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.13.01 The surety of the Payment Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

5.14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington	Harrell-Fish, Inc.
Attn: J. D. Boruff, Facilities Director	Attn: Aaron Wagoner
401 North Morton Street, Suite 120	P. O. Box 1998
Bloomington, Indiana 47404	Bloomington, Indiana 4740s

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

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement,

unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Harrell-Fish, Inc.

BY:

BY:

Kyla Cox Deckard, President

Steve Dawson, President

Beth H. Hollingsworth, Member

Elizabeth Karon, Member

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

City Hall Central Plant Controls Upgrade

This project shall include, but is not limited to:

Inclusions:

JACE – A Honeywell WEBS JACE 8000 will be installed and a custom Web Station will be built for the customer. It will include user access, real time graphics, setpoint and operational control, overrides, trending, and alarming. o Provide and install a web 8000 series JACE with a 3-year SMA license and the latest Honeywell software. This license will include a 3-year license maintenance agreement that covers any software upgrade fees (minus labor) during this period.

- o Provide and install (1) LON cards to network and integrate new central plant LON controllers.
- o Provide and install (1) JACE enclosure with power supply.
- o Build custom Web Station.
- o Customer IT personnel will need to provide a static IP connection and cat 5 cabling to the JACE.
- o A remote VPN connection must be provided for warranty service.

Heat Pump Loop and Pumps– We will retrofit the existing panel(s) with Honeywell Spyder controller(s) to manage the operation of the Heat Pump loop and pumps. We will write custom program to meet existing sequence of operation and control the existing loop components as they are controlled by the obsolete system. We will re-use as much of the existing controls as possible to reduce cost. o Provide and install Honeywell LON controller(s).

- o Provide and install (6) new replacement wells and sensors for loop temperatures.
- o Provide and install (1) new Outdoor temperature sensor.
- o Provide and install (2) Honeywell LON Spyder controllers.
- o Provide and install new low voltage wire.
- o Provide and install (10) relays with HOA switches to replace existing output relays.
- o Write custom programming.
- o Integrate controller to the JACE Lon network.
- o Build real time graphic.

- o Integrate controller to the JACE Lon network.
- o Build real time graphic.
- o Commission and test operation.

AHU1 MUA UNIT – We will retrofit the new Honeywell controller(s) into the existing controls panel for this unit. This is to keep the cost down as all the external devices are wired back to this panel. We will write custom program to meet existing sequence of operation and control of this unit. We will re-use as much of the existing controls as possible to reduce cost. o Provide and install Honeywell LON Spyder controller(s)

- o Provide and install replacement temperature sensor(s). New sensors need to be 20K sensors.
- o Provide and install new low voltage wire.
- o Write custom programming.
- o Integrate controller to the JACE Lon network.
- o Build real time graphic.
- o Commission and test operation.

AH-1 COUNCIL CHAMBER– We will retrofit the new Honeywell controller(s) into the existing controls panel for this unit. This is to keep the cost down as all the external devices are wired back to this panel. We will write custom program to meet existing sequence of operation and control of this unit. We will re-use as much of the existing controls as possible to reduce cost. o Provide and install Honeywell LON Spyder controller(s)

- o Provide and install (1) temp/humidity wall model in chamber.
- o Provide and install replacement temperature sensor(s). New sensors need to be 20K sensors.
- o Provide and install new low voltage wire.
- o Write custom programming.
- o Integrate controller to the JACE Lon network.
- o Build real time graphic.
- o Commission and test operation.

Notes and Exclusions:

- Remote WEB access must be provided by the customer for warranty purposes.
- All work is to be performed during normal business hours.
- Labor for software only include the initial upgrade and not future upgrades.
- This proposal does not include any other repairs on existing field controllers.
- Customer IT personnel will need to provide a static IP connection and cat 5 cabling to the JACE.

- A remote VPN connection must be provided for warranty service.
- An allowance is included to replace some of the existing controls parts if found defective.
- Overtime/Shift Work.

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

AFFIDAVIT

1. The undersigned is the _____ of
(job title)

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

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

Method of Compliance (Specify) _____

Date: _____, 20____

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

*Quoters: Add extra sheet(s), if needed.

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public's Signature

County of Residence: _____

Printed Name of Notary Public

Commission Number

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name

Commission Number



Board of Public Works Claim Register

Invoice Date Range 03/19/22 -
04/01/22

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Elizabeth Culp	01-refund adoption fee/rabbies vac-3/11/22		04/01/2022	75.00
Jacqueline Gantz	01-refund adoption fee-feline-3/8/22		04/01/2022	55.00
Cassidy Raley	01-refund adoption fee/rabbies vac-3/21/22		04/01/2022	75.00
Account 43430 - Animal Adoption Fees Totals			Invoice 3 Transactions	<hr/> \$205.00
Account 43460 - Medical				
Elizabeth Culp	01-refund adoption fee/rabbies vac-3/11/22		04/01/2022	15.00
Cassidy Raley	01-refund adoption fee/rabbies vac-3/21/22		04/01/2022	15.00
Account 43460 - Medical Totals			Invoice 2 Transactions	<hr/> \$30.00
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-dry erase markers		04/01/2022	5.41
6530 - Office Depot, INC	01-laminating pouches		04/01/2022	58.53
6530 - Office Depot, INC	01-dry erase markers		04/01/2022	5.93
6530 - Office Depot, INC	01-laminating pouches		04/01/2022	35.98
6530 - Office Depot, INC	01-command hooks, paper		04/01/2022	35.33
6530 - Office Depot, INC	01-anti fatigue mat		04/01/2022	3.84
Account 52110 - Office Supplies Totals			Invoice 6 Transactions	<hr/> \$145.02



Board of Public Works Claim Register

Invoice Date Range 03/19/22 -
04/01/22

Account 52210 - Institutional Supplies

3278 - Boehringer Ingelheim Animal Health (Merial, INC)	01-antifungal, antibiotic ointment-Tresaderm	04/01/2022	131.88
3278 - Boehringer Ingelheim Animal Health (Merial, INC)	01-antibiotic and antifungal-Tresaderm	04/01/2022	131.88
3278 - Boehringer Ingelheim Animal Health (Merial, INC)	01-antibiotic and antifungal-Tresaderm	04/01/2022	131.88
3278 - Boehringer Ingelheim Animal Health (Merial, INC)	01-antibiotic and antifungal-Tresaderm	04/01/2022	131.88
4136 - C. Specialties, INC	01-leashes	04/01/2022	527.62
7508 - Elanco US INC	01-antibiotics	04/01/2022	166.02
4586 - Hill's Pet Nutrition Sales, INC	01-canine food-3/11/22	04/01/2022	110.88
3929 - IDEXX Laboratories, INC	01-Parvo & F/F tests	04/01/2022	536.85
4549 - Kroger Limited Partnership I	01-rabbit food-lettuce, cilantro, parsley-3/7/22	04/01/2022	22.82
4633 - Midwest Veterinary Supply, INC	01-rabbit food-alfalfa hay-3/4/22	04/01/2022	17.59
4633 - Midwest Veterinary Supply, INC	01-appetite stimulant, supportive therapy- 2/24/22	04/01/2022	19.85
4633 - Midwest Veterinary Supply, INC	01-solution for medications-2/24/22	04/01/2022	20.03
4633 - Midwest Veterinary Supply, INC	01-Ketamine-2/24/22	04/01/2022	82.20
4633 - Midwest Veterinary Supply, INC	01-rabbit food-Timothy hay-2/28/22	04/01/2022	78.20
4633 - Midwest Veterinary Supply, INC	01-rabbit food-3/4/22	04/01/2022	21.71
4633 - Midwest Veterinary Supply, INC	01-needles, steroids, antibiotics-3/8/22	04/01/2022	118.69
4633 - Midwest Veterinary Supply, INC	01-antibiotics, pain meds-3/2/22	04/01/2022	135.90
4633 - Midwest Veterinary Supply, INC	01-supportive therapy-Endosorb Tabs-3/1/22	04/01/2022	158.06
4633 - Midwest Veterinary Supply, INC	01-fluids-lactated ringers-3/2/22	04/01/2022	150.72
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (M & L)-2/24/22	04/01/2022	186.20



Board of Public Works Claim Register

Invoice Date Range 03/19/22 -
04/01/22

4633 - Midwest Veterinary Supply, INC	01-antibiotics, antifungal, pain meds-3/10/22	04/01/2022	388.68
4633 - Midwest Veterinary Supply, INC	01-flea and tick treatment-3/8/22	04/01/2022	433.00
4666 - Zoetis, INC	01-antiparasitics	04/01/2022	123.46
4666 - Zoetis, INC	01-canine vaccines	04/01/2022	353.00
4666 - Zoetis, INC	01-antibiotics	04/01/2022	539.18
4666 - Zoetis, INC	01-feline vaccines	04/01/2022	612.00
Account 52210 - Institutional Supplies Totals		Invoice 26	<hr/> \$5,330.18
Account 52340 - Other Repairs and Maintenance		Transactions	
6530 - Office Depot, INC	01-anti fatigue mat	04/01/2022	86.15
6530 - Office Depot, INC	01-desk riser	04/01/2022	134.99
Account 52340 - Other Repairs and Maintenance Totals		Invoice 2	<hr/> \$221.14
Account 52420 - Other Supplies		Transactions	
5819 - Synchrony Bank	01-Ipad protective covers	04/01/2022	12.98
5819 - Synchrony Bank	01-Ipad protective covers	04/01/2022	14.98
Account 52420 - Other Supplies Totals		Invoice 2	<hr/> \$27.96
Account 53130 - Medical		Transactions	
6529 - BloomingPaws, LLC	01-s/n surgeries, dental, diagnostic, x-rays-3/10-3/17/22	04/01/2022	393.20
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries - 3/3 & 3/8/22	04/01/2022	1,136.00
Account 53130 - Medical Totals		Invoice 2	<hr/> \$1,529.20
Account 53220 - Postage		Transactions	
4487 - PMB East, INC (PakMail)	01-BOH shipping-3/17/22	04/01/2022	13.65



Board of Public Works Claim Register

Invoice Date Range 03/19/22 -
04/01/22

Account 53220 - Postage Totals		Invoice 1	\$13.65
		Transactions	
Account 53310 - Printing			
8002 - Safeguard Business Systems, INC	01-return printed envelopes (1,000)	04/01/2022	176.78
Account 53310 - Printing Totals		Invoice 1	\$176.78
		Transactions	
Account 53610 - Building Repairs			
321 - Harrell Fish, INC (HFI)	01-SA Quarterly Planned Maintenance @ ACC	BC 2021-111 04/01/2022	1,573.37
321 - Harrell Fish, INC (HFI)	01-SA Replace Booster Fan @ ACC	BC 2021-111 04/01/2022	875.80
Account 53610 - Building Repairs Totals		Invoice 2	\$2,449.17
		Transactions	
Account 53630 - Machinery and Equipment Repairs			
6253 - O'Dell Equipment & Supply, INC	01-dryer repair-3/9/22	04/01/2022	484.65
Account 53630 - Machinery and Equipment Repairs Totals		Invoice 1	\$484.65
		Transactions	
Program 010000 - Main Totals		Invoice 48	\$10,612.75
		Transactions	
Program 010001 - Donations Over \$5K			
Account 53130 - Medical			
6529 - BloomingPaws, LLC	01-wound/injury care-3/3/22	04/01/2022	138.14
6529 - BloomingPaws, LLC	01-s/n surgeries, dental, diagnostic, x-rays-3/10-3/17/22	04/01/2022	1,266.94
Account 53130 - Medical Totals		Invoice 2	\$1,405.08
		Transactions	
Program 010001 - Donations Over \$5K Totals		Invoice 2	\$1,405.08
		Transactions	
Department 01 - Animal Shelter Totals		Invoice 50	\$12,017.83
		Transactions	
Department 03 - City Clerk			
Program 030000 - Main			



Board of Public Works Claim Register

Invoice Date Range 03/19/22 -
04/01/22

Account **52110 - Office Supplies**

6530 - Office Depot, INC	03-disinfectant wipes	04/01/2022	76.00
6530 - Office Depot, INC	03-binders	04/01/2022	18.98
6530 - Office Depot, INC	03 - sheet protectors	04/01/2022	6.49
Account 52110 - Office Supplies Totals		Invoice 3 Transactions	<hr/> \$101.47

Account **52410 - Books**

5461 - Nicole Bolden	03 - Books for CEU	04/01/2022	14.99
Account 52410 - Books Totals		Invoice 1 Transactions	<hr/> \$14.99

Account **53230 - Travel**

5461 - Nicole Bolden	03- Travel Muncie ILMCT Academy	04/01/2022	334.29
Account 53230 - Travel Totals		Invoice 1 Transactions	<hr/> \$334.29

Account **53320 - Advertising**

6891 - Gatehouse Media Indiana Holdings	03-Res 22-05 & Res 22-06 notice of public hearing ad	04/01/2022	333.27
Account 53320 - Advertising Totals		Invoice 1 Transactions	<hr/> \$333.27
Program 030000 - Main Totals		Invoice 6 Transactions	<hr/> \$784.02
Department 03 - City Clerk Totals		Invoice 6 Transactions	<hr/> \$784.02

Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **53990 - Other Services and Charges**

6515 - Green Camino, INC (Earthkeepers)	04: City Operations Composting (City Hall, etc.)	04/01/2022	360.00
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	<hr/> \$360.00



Board of Public Works Claim Register

Invoice Date Range 03/19/22 -
04/01/22

Program **040000 - Main** Totals

Invoice 1
Transactions \$360.00

Program **04RCVR - Recover Foward**

Account **53960 - Grants**

1425 - Monroe County Civic Theater, INC	04: Fall 2021 BAC Grant (MC Civic Theater)	04/01/2022	2,000.00
2902 - WFHB Bloomington Community Radio, INC	04: Fall 2021 BAC Grants (WFHB)	04/01/2022	5,000.00

Account **53960 - Grants** Totals

Invoice 2
Transactions \$7,000.00

Program **04RCVR - Recover Foward** Totals

Invoice 2
Transactions \$7,000.00

Program **04WALD - Waldron Arts Center**

Account **53990 - Other Services and Charges**

2974 - MacAllister Machinery Co, INC	04: Waldron - Scissor Lift through end of June 2022	04/01/2022	442.25
7941 - Vintage Window Restoration LP	04: Waldron Window Repairs (final invoice) BC 2021-86	04/01/2022	11,849.12

Account **53990 - Other Services and Charges** Totals

Invoice 2
Transactions \$12,291.37

Program **04WALD - Waldron Arts Center** Totals

Invoice 2
Transactions \$12,291.37

Department **04 - Economic & Sustainable Dev** Totals

Invoice 5
Transactions \$19,651.37

Department **06 - Controller's Office**

Program **060000 - Main**

Account **52420 - Other Supplies**

371 - Pitney Bowes, INC	06- Ink and tape strips for Postage Machine	04/01/2022	314.68
5819 - Synchrony Bank	06- Under desk keyboard trays (2) Dean & Silkworth	04/01/2022	94.00

Account **52420 - Other Supplies** Totals

Invoice 2
Transactions \$408.68

Account **53730 - Machinery and Equipment Rental**



Board of Public Works Claim Register

Invoice Date Range 03/19/22 -
04/01/22

371 - Pitney Bowes, INC

06-Mail Meter Rental 12/31/2021-3/30/2022

04/01/2022

120.00

Account **53730 - Machinery and Equipment Rental** Totals

Invoice 1

\$120.00

Transactions

Program **060000 - Main** Totals

Invoice 3

\$528.68

Transactions

Department **06 - Controller's Office** Totals

Invoice 3

\$528.68

Transactions

Department **07 - Engineering**

Program **070000 - Main**

Account **52420 - Other Supplies**

6530 - Office Depot, INC

07-Desk + File Cabinet (for Engineering Admin.
Assistant)

04/01/2022

1,019.98

Account **52420 - Other Supplies** Totals

Invoice 1

\$1,019.98

Transactions

Account **54310 - Improvements Other Than Building**

7059 - Eagle Ridge Civil Engineering Services, LLC

07-Downtown Curb Ramps PH 3-Inv. date
2/18/22

BC 2021-25

04/01/2022

3,221.96

Account **54310 - Improvements Other Than Building** Totals

Invoice 1

\$3,221.96

Transactions

Program **070000 - Main** Totals

Invoice 2

\$4,241.94

Transactions

Department **07 - Engineering** Totals

Invoice 2

\$4,241.94

Transactions

Department **09 - CFRD**

Program **090000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

09-11x17 paper

04/01/2022

64.24

6530 - Office Depot, INC

09-wired condenser microphone

04/01/2022

69.99

6530 - Office Depot, INC

09-chairmat

04/01/2022

49.41

Account **52110 - Office Supplies** Totals

Invoice 3

\$183.64

Transactions



Board of Public Works Claim Register

Invoice Date Range 03/19/22 -
04/01/22

Program **090000 - Main** Totals

Invoice 3 \$183.64

Department **09 - CFRD** Totals

Transactions
Invoice 3 \$183.64
Transactions

Department **10 - Legal**

Program **100000 - Main**

Account **53120 - Special Legal Services**

50587 - Barnes & Thornburg LLP	10 Barnes legal services 2577783	04/01/2022	330.00
50587 - Barnes & Thornburg LLP	10 Barnes legal services 2577784	04/01/2022	2,352.00
50587 - Barnes & Thornburg LLP	10 Barnes legal services 2577785	04/01/2022	171.00
50587 - Barnes & Thornburg LLP	10 Barnes legal services 2587139	04/01/2022	514.50
19660 - Bose McKinney & Evans, LLP	10 Bose legal services 818167	04/01/2022	2,879.50
19660 - Bose McKinney & Evans, LLP	10 Bose legal services 818754	04/01/2022	3,000.00
205 - City Of Bloomington	10 petty cash 3.4.22 waiver recording	04/01/2022	100.00

Account **53120 - Special Legal Services** Totals

Invoice 7 \$9,347.00

Program **100000 - Main** Totals

Transactions
Invoice 7 \$9,347.00
Transactions

Program **101000 - Human Rights**

Account **53320 - Advertising**

2194 - Monroe County Branch NAACP #3062	10 NAACP booklet ad 2022-0012	04/01/2022	80.00
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Account **53320 - Advertising** Totals

Invoice 1 \$80.00
Transactions

Account **53910 - Dues and Subscriptions**

6879 - Indiana Consortium of State and Local Human Right	10 2022 membership	04/01/2022	100.00
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Account **53910 - Dues and Subscriptions** Totals

Invoice 1 \$100.00
Transactions



Board of Public Works Claim Register

Invoice Date Range 03/19/22 -
04/01/22

Program **101000 - Human Rights** Totals

Invoice 2

\$180.00

Transactions

Department **10 - Legal** Totals

Invoice 9

\$9,527.00

Transactions

Department **11 - Mayor's Office**

Program **110000 - Main**

Account **52110 - Office Supplies**

129 - FedEx Office and Print Service, INC

11-Package for SCUSA

04/01/2022

32.93

Account **52110 - Office Supplies** Totals

Invoice 1

\$32.93

Transactions

Account **53320 - Advertising**

8097 - Autism Rocks and Rolls Corporation

11-Sponsorship for Gala, silver package

04/01/2022

500.00

Account **53320 - Advertising** Totals

Invoice 1

\$500.00

Transactions

Program **110000 - Main** Totals

Invoice 2

\$532.93

Transactions

Department **11 - Mayor's Office** Totals

Invoice 2

\$532.93

Transactions

Department **12 - Human Resources**

Program **120000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

12-red personnel file folders \$104.58

04/01/2022

104.58

Account **52110 - Office Supplies** Totals

Invoice 1

\$104.58

Transactions

Program **120000 - Main** Totals

Invoice 1

\$104.58

Transactions

Department **12 - Human Resources** Totals

Invoice 1

\$104.58

Transactions

Department **13 - Planning**

Program **130000 - Main**



Board of Public Works Claim Register

Invoice Date Range 03/19/22 -
04/01/22

Account **52110 - Office Supplies**

6530 - Office Depot, INC	13 - Permanent Black Marker	04/01/2022	2.30
6530 - Office Depot, INC	13- Permanent Jumbo Markers	04/01/2022	37.09
6530 - Office Depot, INC	13-Desk organizers (Beth) and Hand sanitizer (COVID-19)	04/01/2022	44.77
6530 - Office Depot, INC	13-Hand Sanitizer (COVID-19)	04/01/2022	14.36
6530 - Office Depot, INC	13-4 Stamp, pre-ink (PAID and RECEIVED stamps)	04/01/2022	48.76
6530 - Office Depot, INC	13-(2) Hand Sanitizing Wipes (COVID-19)	04/01/2022	16.18
6530 - Office Depot, INC	13-Notebooks 7x4	04/01/2022	36.72

Account **52110 - Office Supplies** Totals

Invoice 7
Transactions

\$200.18

Account **53320 - Advertising**

6891 - Gatehouse Media Indiana Holdings	13-public notices-5 cases-2/21/22	04/01/2022	120.00
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Account **53320 - Advertising** Totals

Invoice 1
Transactions

\$120.00

Program **130000 - Main** Totals

Invoice 8
Transactions

\$320.18

Department **13 - Planning** Totals

Invoice 8
Transactions

\$320.18

Department **19 - Facilities Maintenance**

Program **190000 - Main**

Account **52310 - Building Materials and Supplies**

177 - Indiana Oxygen Company, INC	19- Cylinder Rental, Torch Supplies, Inv# 9867000	04/01/2022	37.52
4574 - John Deere Financial (Rural King)	19-Drum liners (55gal) and Ultra Synthetic for PW Facilities	04/01/2022	190.20
394 - Kleindorfer Hardware & Variety	19-2" hole saw & pilot bit for Facilities	04/01/2022	19.88
394 - Kleindorfer Hardware & Variety	19-knee pads, drywall, drywall lifters & tape, screws,putty knif	04/01/2022	110.26



Board of Public Works Claim Register

Invoice Date Range 03/19/22 -
04/01/22

394 - Kleindorfer Hardware & Variety	19-7 pancho & 1 case of 1/2 roller nap for Facilities		04/01/2022	112.72
Account 52310 - Building Materials and Supplies Totals		Invoice 5		\$470.58
		Transactions		
Account 52430 - Uniforms and Tools				
19171 - Aramark Uniform & Career Apparel Group, INC	19-Uniforms for Facility Employees , Inv# 408000030998	BC 2009-52	04/01/2022	30.84
19171 - Aramark Uniform & Career Apparel Group, INC	19-Uniforms for Facility Employees, Inv# 408000022242	BC 2009-52	04/01/2022	30.84
Account 52430 - Uniforms and Tools Totals		Invoice 2		\$61.68
		Transactions		
Account 53140 - Exterminator Services				
51538 - Economy Termite & Pest Control, INC	19- Exterminator Services for Counsel Office		04/01/2022	75.00
Account 53140 - Exterminator Services Totals		Invoice 1		\$75.00
		Transactions		
Account 53610 - Building Repairs				
656 - B&L Sheet Metal and Roofing, INC	19-SA Roof Leak Repair in Mayor's Office Window	BC 2021-101	04/01/2022	1,077.92
6299 - Bounds Flooring, INC	19-SA Installation of new flooring in bathroom @ City Hall	BC 2021-113	04/01/2022	5,442.75
32 - Cassady Electrical Contractors, INC	19-SA Repaired Bathroom Lights @ City Hall	BC 2021-103	04/01/2022	285.00
321 - Harrell Fish, INC (HFI)	19-SA Repair of drain to toilets and water fountain @ Sanitation	BC 2021-116	04/01/2022	421.74
321 - Harrell Fish, INC (HFI)	19-SA Quarterly Planned Maintenance @ City Hall	BC 2021-111	04/01/2022	2,027.00
321 - Harrell Fish, INC (HFI)	19-SA Repair of Cooling Tower Pumps @ City Hall	BC 2021-111	04/01/2022	460.00
321 - Harrell Fish, INC (HFI)	19-SA Repair of leaking Urinal in Bathroom @ City Hall	BC 2021-116	04/01/2022	801.33
6522 - Harris Carpet Cleaning, LLC	19-Remediation and Drying of ITS Suite from Leak,		04/01/2022	11,345.94
7402 - Nature's Way, INC	19-SA Monthly Maintenance Billing -landscaping maintenance	BC 2021-141	04/01/2022	353.43
Account 53610 - Building Repairs Totals		Invoice 9		\$22,215.11
		Transactions		
Program 190000 - Main Totals		Invoice 17		\$22,822.37
		Transactions		



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Department **19 - Facilities Maintenance** Totals

Invoice 17
Transactions \$22,822.37

Department **28 - ITS**

Program **280000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

28 - Dry erase maker 4PK, eraser, two bottles
dry erase cleaner

04/01/2022 5.01

Account **52110 - Office Supplies** Totals

Invoice 1
Transactions \$5.01

Account **52420 - Other Supplies**

5103 - Staples Contract & Commercial, INC

28 - 4'x3' whiteboard - Accts & Training Spec.
office

04/01/2022 59.00

5819 - Synchrony Bank

28 - De-Bin phone holster - Mike Crump

04/01/2022 16.98

Account **52420 - Other Supplies** Totals

Invoice 2
Transactions \$75.98

Account **53170 - Mgt. Fee, Consultants, and Workshops**

4408 - Environmental Systems Research Institute, INC ESRI

28 - ArcGIS Consulting Support-1/31/22

04/01/2022 326.00

316 - GRW Engineers, INC

28 - GIS Planemetic Base Map Update - 2/28/22

04/01/2022 4,500.00

Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals

Invoice 2
Transactions \$4,826.00

Account **53210 - Telephone**

1079 - AT&T

28-CH/off site fac-long distance chgs
02/09/2022-BAN #849494015

03/22/2022 72.50

1079 - AT&T

28-CH/off site fac-long distance chgs
03/09/2022-BAN #849494015

03/22/2022 70.10

Account **53210 - Telephone** Totals

Invoice 2
Transactions \$142.60

Account **54420 - Purchase of Equipment**

6378 - ANN-KRISS, LLC

28-Trades Garage server room sealing labor
costs-3/6/22

04/01/2022 7,011.00

5819 - Synchrony Bank

28 - Knox Gear headphones w/ mic - Josh
Watters

04/01/2022 34.99



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5819 - Synchrony Bank	28-158 Ethernet cables & crash cart adapter	04/01/2022	1,416.95
4443 - The Sherwin Williams Company	28 - Trades Garage server room floor sealing materials-2/28/22	04/01/2022	520.47
Account 54420 - Purchase of Equipment Totals		Invoice 4	\$8,983.41
Program 280000 - Main Totals		Transactions Invoice 11	\$14,033.00
Department 28 - ITS Totals		Transactions Invoice 11	\$14,033.00
Fund 101 - General Fund (S0101) Totals		Transactions Invoice 117	\$84,747.54
Fund 176 - ARPA Local Fiscal Recvry (S9512)		Transactions	
Department 04 - Economic & Sustainable Dev			
Program G21005 - ARPA COVID Local Fiscal Recovery			
Account 53960 - Grants			
4574 - John Deere Financial (Rural King)	04: Supplies for Direct Employment Workers (DPW)	04/01/2022	1,044.89
8080 - Kelsey Alexandra Smith	04: BGHIP Rebate - Kelsey Smith	04/01/2022	1,000.00
Account 53960 - Grants Totals		Invoice 2	\$2,044.89
Account 53990 - Other Services and Charges		Transactions	
1138 - BCT Management, INC	04: Waldron Interim Maintenance Labor (BCT)	04/01/2022	2,603.44
Account 53990 - Other Services and Charges Totals		Invoice 1	\$2,603.44
Program G21005 - ARPA COVID Local Fiscal Recovery Totals		Transactions Invoice 3	\$4,648.33
Department 04 - Economic & Sustainable Dev Totals		Transactions Invoice 3	\$4,648.33
Department 20 - Street		Transactions	
Program G21005 - ARPA COVID Local Fiscal Recovery			
Account 52330 - Street , Alley, and Sewer Material			



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334 - Irving Materials, INC	20-Allendale & Sowders Sq-class A stone/addtl fees -8 cy-2/28/22	BC 2021-36	04/01/2022	1,048.00
334 - Irving Materials, INC	20-1231 E Allendale-Class A Stone-3 cy-3/2/22	BC 2021-36	04/01/2022	645.00
Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 2		\$1,693.00
Program G21005 - ARPA COVID Local Fiscal Recovery Totals		Transactions		
		Invoice 2		\$1,693.00
Department 20 - Street Totals		Transactions		
		Invoice 2		\$1,693.00
Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals		Transactions		
		Invoice 5		\$6,341.33
		Transactions		
Fund 249 - Grants Non Approp				
Department 06 - Controller's Office				
Program G19014 - IU Health Range Rd Reconst				
Account 54510 - Other Capital Outlays				
249 - Crider And Crider, INC	07-E. Discovery Parkway-BC-2021-27-CN-9/29/21-3/18/22-App 2	BC 2021-27	04/01/2022	78,126.24
18844 - First Financial Bank, N.A.	07-E. Discovery Parkway-BC-2021-27-CN-9/29/21-3/18/22-App 2	BC 2021-27	04/01/2022	4,111.91
Account 54510 - Other Capital Outlays Totals		Invoice 2		\$82,238.15
Program G19014 - IU Health Range Rd Reconst Totals		Transactions		
		Invoice 2		\$82,238.15
Department 06 - Controller's Office Totals		Transactions		
		Invoice 2		\$82,238.15
Fund 249 - Grants Non Approp Totals		Transactions		
		Invoice 2		\$82,238.15
		Transactions		
Fund 312 - Community Services				
Department 09 - CFRD				
Program 090002 - Com Serv - MLK Comm				
Account 53990 - Other Services and Charges				
2194 - Monroe County Branch NAACP #3062	09-NAACP Booklet ad for MLK Commission		04/01/2022	160.00



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Account 53990 - Other Services and Charges Totals	Invoice 1	\$160.00
	Transactions	
Program 090002 - Com Serv - MLK Comm Totals	Invoice 1	\$160.00
	Transactions	
Program 090016 - Com Serv - Safe & Civil		
Account 53990 - Other Services and Charges		
7240 - Troy T Thomas	09-BHM Kickoff Performance	04/01/2022 100.00
	Account 53990 - Other Services and Charges Totals	Invoice 1 \$100.00
		Transactions
	Program 090016 - Com Serv - Safe & Civil Totals	Invoice 1 \$100.00
		Transactions
	Department 09 - CFRD Totals	Invoice 2 \$260.00
		Transactions
	Fund 312 - Community Services Totals	Invoice 2 \$260.00
		Transactions
Fund 439 - Consolidated TIF		
Department 15 - HAND		
Program 159001 - Adams Crossing Area		
Account 53990 - Other Services and Charges		
7808 - J.S. Held LLC	15- Reuse Hospital Area RES 20-96	04/01/2022 13,268.00
7808 - J.S. Held LLC	15- Reuse Hospital Area RES 20-96	04/01/2022 13,805.00
7808 - J.S. Held LLC	15- Reuse Hospital Area RES 20-96	04/01/2022 10,420.00
7808 - J.S. Held LLC	15- Reuse Hospital Area RES 20-96	04/01/2022 13,739.00
7808 - J.S. Held LLC	06-Project Management fee for Hopewell RES 22-16	04/01/2022 12,793.50
	Account 53990 - Other Services and Charges Totals	Invoice 5 \$64,025.50
		Transactions
	Program 159001 - Adams Crossing Area Totals	Invoice 5 \$64,025.50
		Transactions
Program 159002 - Downtown Area		



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Account **53990 - Other Services and Charges**

7808 - J.S. Held LLC	06-Commissioning Services for 4th Street Garage	04/01/2022	35,763.75
5534 - Presidio Holdings, INC	06-project closure for Trades Garage	04/01/2022	17,951.73
5534 - Presidio Holdings, INC	06-4th St. Garage - access control and video	04/01/2022	124,682.25
5534 - Presidio Holdings, INC	06-Trades District Garage - Milestone 1 AIA	04/01/2022	17,946.36
7652 - Esteban Garcia Bravo (Snebtor, LLC)	15-Public Art in the Trades District Garage	04/01/2022	7,500.00

Account 53990 - Other Services and Charges Totals	Invoice 5	\$203,844.09
	Transactions	
Program 159002 - Downtown Area Totals	Invoice 5	\$203,844.09
	Transactions	
Department 15 - HAND Totals	Invoice 10	\$267,869.59
	Transactions	
Fund 439 - Consolidated TIF Totals	Invoice 10	\$267,869.59
	Transactions	

Fund **444 - RDC**

Department **15 - HAND**

Program **150000 - Main**

Account **53990 - Other Services and Charges**

7414 - MAP Communications, INC (Live Voice)	06-Answering Service for College Square	03/22/2022	32.73
656 - B&L Sheet Metal and Roofing, INC	06-repair roof leak at College Square	04/01/2022	773.88
7077 - Kings III of America, LLC (Kings III Emergency)	06-Elevator Phone @ College Square 3-1-22/5-31-22	04/01/2022	135.45

Account 53990 - Other Services and Charges Totals	Invoice 3	\$942.06
	Transactions	
Program 150000 - Main Totals	Invoice 3	\$942.06
	Transactions	
Department 15 - HAND Totals	Invoice 3	\$942.06
	Transactions	
Fund 444 - RDC Totals	Invoice 3	\$942.06
	Transactions	



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Fund 450 - Local Road and Street(S0706)

Department 20 - Street

Program 200000 - Main

Account 53520 - Street Lights / Traffic Signals

223 - Duke Energy	02-Street Light Summary Electric bill-3/9/2022	BC 2010-23	03/22/2022	37,395.72
223 - Duke Energy	02-Traffic Signal Summary electric bill-2/2-3/3/22		03/22/2022	5,635.75
Account 53520 - Street Lights / Traffic Signals Totals			Invoice 2	\$43,031.47
			Transactions	
Program 200000 - Main Totals			Invoice 2	\$43,031.47
			Transactions	
Department 20 - Street Totals			Invoice 2	\$43,031.47
			Transactions	
Fund 450 - Local Road and Street(S0706) Totals			Invoice 2	\$43,031.47
			Transactions	

Fund 451 - Motor Vehicle Highway(S0708)

Department 20 - Street

Program 200000 - Main

Account 52210 - Institutional Supplies

313 - Fastenal Company	20-safety supplies-safety glasses, gloves, towels, tape measure		04/01/2022	133.58
Account 52210 - Institutional Supplies Totals			Invoice 1	\$133.58
			Transactions	
Account 52420 - Other Supplies				
908 - JB Salvage (Westside Auto Parts)	20-4 x 8 x 1/8 sheet steel for salt box (#410)		04/01/2022	291.00
Account 52420 - Other Supplies Totals			Invoice 1	\$291.00
			Transactions	

Account 53210 - Telephone

1079 - AT&T	28-CH/off site fac-long distance chgs 02/09/2022-BAN #849494015		03/22/2022	6.94
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1079 - AT&T	28-CH/off site fac-long distance chgs	03/22/2022	3.21
	03/09/2022-BAN #849494015		
	Account 53210 - Telephone Totals	Invoice 2	\$10.15
		Transactions	

Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-12/22/21	BC 2009-52	04/01/2022	10.03
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-12/29/21	BC 2009-52	04/01/2022	10.03
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-1/5/22	BC 2009-52	04/01/2022	10.03
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-1/12/22	BC 2009-52	04/01/2022	10.03
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-1/19/22	BC 2009-52	04/01/2022	10.03
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-1/26/22	BC 2009-52	04/01/2022	10.03
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-2/2/22	BC 2009-52	04/01/2022	10.03
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-2/9/22	BC 2009-52	04/01/2022	13.05
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-2/16/22	BC 2009-52	04/01/2022	10.03
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-2/23/22	BC 2009-52	04/01/2022	10.03
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-3/2/22	BC 2009-52	04/01/2022	10.03
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-3/2/22		04/01/2022	34.28
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 12		\$147.63
		Transactions		

Account **53990 - Other Services and Charges**

902 - Indiana Underground Plant Protection Service, INC	20-IN 811 calls, monthly tickets (602)-February 2022		04/01/2022	571.90
1420 - Richard Trinkle (Trinkle SnowPlowing LLC)	20-Snowplow Services for sidepaths-1/2-1/28/2022	BC 2021-140	04/01/2022	1,325.00
1420 - Richard Trinkle (Trinkle SnowPlowing LLC)	20-Snowplow Services for sidepaths-2/3-2/24/2022	BC 2021-140	04/01/2022	7,290.00
1420 - Richard Trinkle (Trinkle SnowPlowing LLC)	20-Snowplow Services for sidepaths-Tunnel/Pathway-2/3-2/24/22	BC 2021-140	04/01/2022	660.00



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Account 53990 - Other Services and Charges Totals	Invoice 4	\$9,846.90
	Transactions	
Program 200000 - Main Totals	Invoice 20	\$10,429.26
	Transactions	
Department 20 - Street Totals	Invoice 20	\$10,429.26
	Transactions	
Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice 20	\$10,429.26
	Transactions	

Fund **452 - Parking Facilities(S9502)**

Department **26 - Parking**

Program **260000 - Main**

Account **53210 - Telephone**

1079 - AT&T	28-CH/off site fac-long distance chgs	03/22/2022	3.85
	02/09/2022-BAN #849494015		
1079 - AT&T	28-CH/off site fac-long distance chgs	03/22/2022	5.61
	03/09/2022-BAN #849494015		
	Account 53210 - Telephone Totals	Invoice 2	\$9.46
		Transactions	

Account **53610 - Building Repairs**

321 - Harrell Fish, INC (HFI)	26- 4th Street Garage Drain Auger,	04/01/2022	1,434.00
	Inv#W75801		
	Account 53610 - Building Repairs Totals	Invoice 1	\$1,434.00
		Transactions	

Account **53640 - Hardware and Software Maintenance**

3397 - Evens Time, INC	26-SA Addendum to PARCS Inspection & Maintenance	BC 2021-123	04/01/2022	457.99
	Account 53640 - Hardware and Software Maintenance Totals		Invoice 1	\$457.99
			Transactions	

Account **53650 - Other Repairs**

6378 - ANN-KRISS, LLC	26- SA 4th Street Garage Plumbing Line Repair	BC 2021-100	04/01/2022	7,425.00
6378 - ANN-KRISS, LLC	26- Balance of Elevator Heat/AC project	BC 2021-100	04/01/2022	971.20
	Account 53650 - Other Repairs Totals		Invoice 2	\$8,396.20
			Transactions	



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Program **260000 - Main** Totals

Invoice 6 \$10,297.65

Transactions

Department **26 - Parking** Totals

Invoice 6 \$10,297.65

Transactions

Fund **452 - Parking Facilities(S9502)** Totals

Invoice 6 \$10,297.65

Transactions

Fund **455 - Parking Meter Fund(S2141)**

Department **26 - Parking**

Program **260000 - Main**

Account **52110 - Office Supplies**

651 - Engraving & Stamp Center, INC	w stamps for deposits and mailings for Parking Services	04/01/2022	122.00
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6530 - Office Depot, INC	26-toilet tissue, paper towel, cartridge	04/01/2022	189.44
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Account 52110 - Office Supplies Totals	Invoice 2	\$311.44
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Transactions

Account **52340 - Other Repairs and Maintenance**

480 - Proveli, LLC (Hall Signs, INC)	26-new ADA labels for all downtown meters	04/01/2022	247.50
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Account 52340 - Other Repairs and Maintenance Totals	Invoice 1	\$247.50
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Transactions

Account **52420 - Other Supplies**

394 - Kleindorfer Hardware & Variety	26-key made	04/01/2022	1.50
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394 - Kleindorfer Hardware & Variety	26-tape	04/01/2022	13.98
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5819 - Synchrony Bank	26-stop signs for school crossing guards (10)	04/01/2022	390.99
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5819 - Synchrony Bank	26-2 stands for computers-4th St Garage	04/01/2022	75.98
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Account 52420 - Other Supplies Totals	Invoice 4	\$482.45
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Transactions

Account **53310 - Printing**

8002 - Safeguard Business Systems, INC	26-Deposit tickets for Parking Services (3 pt)-1,200	04/01/2022	219.47
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226 - Larry Stidd (Bloomington Letter Shop)	26- pto slips for parking services	04/01/2022	295.00
	Account 53310 - Printing Totals	Invoice 2	<u>\$514.47</u>
Account 53830 - Bank Charges		Transactions	
4264 - IPS Group, INC	26-IPS credit card and transaction fees	04/01/2022	12,457.36
	Account 53830 - Bank Charges Totals	Invoice 1	<u>\$12,457.36</u>
Account 53990 - Other Services and Charges		Transactions	
4170 - Comcast Cable Communications, INC	26-627 N Morton-business internet-3/17-4/16/22	03/22/2022	178.45
	Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$178.45</u>
	Program 260000 - Main Totals	Transactions	
	Department 26 - Parking Totals	Invoice 11	<u>\$14,191.67</u>
	Fund 455 - Parking Meter Fund(\$2141) Totals	Transactions	
		Invoice 11	<u>\$14,191.67</u>
		Transactions	
Fund 601 - Cumulative Capital Devlp(\$2391)			
Department 07 - Engineering			
Program 070000 - Main			
Account 54310 - Improvements Other Than Building			
223 - Duke Energy	07-Tapp-Deborah Signal Service Point-11/30/2020	04/01/2022	1,602.89
	Account 54310 - Improvements Other Than Building Totals	Invoice 1	<u>\$1,602.89</u>
	Program 070000 - Main Totals	Transactions	
	Department 07 - Engineering Totals	Invoice 1	<u>\$1,602.89</u>
	Fund 601 - Cumulative Capital Devlp(\$2391) Totals	Transactions	
		Invoice 1	<u>\$1,602.89</u>
		Transactions	
Fund 730 - Solid Waste (\$6401)			



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Department **16 - Sanitation**

Program **160000 - Main**

Account **53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC

16- Blanket for Exterminator Services @ Sanitation	BC 2021-108	04/01/2022	125.00
Account 53140 - Exterminator Services Totals	Invoice 1		<hr/> \$125.00
	Transactions		

Account **53210 - Telephone**

1079 - AT&T

28-CH/off site fac-long distance chgs	03/22/2022	10.69
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02/09/2022-BAN #849494015

1079 - AT&T

28-CH/off site fac-long distance chgs	03/22/2022	8.20
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03/09/2022-BAN #849494015

Account 53210 - Telephone Totals	Invoice 2	<hr/> \$18.89
	Transactions	

Program 160000 - Main Totals	Invoice 3	<hr/> \$143.89
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Transactions	Invoice 3	<hr/> \$143.89
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Department 16 - Sanitation Totals	Invoice 3	<hr/> \$143.89
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Transactions	Invoice 3	<hr/> \$143.89
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Fund 730 - Solid Waste (S6401) Totals	Invoice 3	<hr/> \$143.89
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Transactions

Fund **800 - Risk Management(S0203)**

Department **10 - Legal**

Program **100000 - Main**

Account **53130 - Medical**

8104 - Timothy Lee Jacobs

10 CDL physical 2022 Tim Jacobs 22122	04/01/2022	100.00
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6287 - Joseph E Morrow

10 CDL physical 2022 Morrow 11922	04/01/2022	100.00
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5967 - Larry M Pursell

10 CDL physical 2022 Pursell 31122	04/01/2022	100.00
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Account 53130 - Medical Totals	Invoice 3	<hr/> \$300.00
	Transactions	

Account **53420 - Worker's Comp & Risk**



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7792 - ONB Benefit Administration LLC (JWF Specialty)	10 Worker's Comp Payments 03/10-03/16/22	03/25/2022	4,505.45
7792 - ONB Benefit Administration LLC (JWF Specialty)	10 Worker's Comp Payment 03/03 - 03/09/22 BL032122	03/25/2022	13,219.86
Account 53420 - Worker's Comp & Risk Totals		Invoice 2	\$17,725.31
Account 53990 - Other Services and Charges		Transactions	
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	10 surety bond Forte 2022	04/01/2022	75.00
Account 53990 - Other Services and Charges Totals		Invoice 1	\$75.00
Program 100000 - Main Totals		Transactions	
Department 10 - Legal Totals		Invoice 6	\$18,100.31
Fund 800 - Risk Management(S0203) Totals		Transactions	
Fund 801 - Health Insurance Trust		Invoice 6	\$18,100.31
Department 12 - Human Resources		Transactions	
Program 120000 - Main			
Account 53990.1201 - Other Services and Charges Health Insurance			
17785 - The Howard E. Nyhart Company, INC	12-March Wellness Reimbursements \$4754.00	03/22/2022	4,754.00
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$1304.36	03/24/2022	1,304.36
Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice 2	\$6,058.36
Program 120000 - Main Totals		Transactions	
Department 12 - Human Resources Totals		Invoice 2	\$6,058.36
Fund 801 - Health Insurance Trust Totals		Transactions	
Fund 802 - Fleet Maintenance(S9500)		Invoice 2	\$6,058.36
Department 17 - Fleet Maintenance		Transactions	



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Program **170000 - Main**

Account **52230 - Garage and Motor Supplies**

409 - Black Lumber Co. INC	17-shop supplies - DB SDS-Plus FCH 4C 3/16x4x6&2x4	04/01/2022	12.48
Account 52230 - Garage and Motor Supplies Totals		Invoice 1 Transactions	<hr/> \$12.48

Account **52240 - Fuel and Oil**

7854 - Premier AG CO-OP, INC (Premier Energy)	17 -unleaded fuel, Inv#1879937	BC 2021-84D	04/01/2022	23,396.43
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - unleaded fuel, Inv# 1879938	BC 2021-84D	04/01/2022	24,343.75
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - diesel fuel, Inv# 1879913	BC 2021-84D	04/01/2022	26,463.43
Account 52240 - Fuel and Oil Totals		Invoice 3 Transactions		<hr/> \$74,203.61

Account **52320 - Motor Vehicle Repair**

4135 - Andy Mohr Truck Center	17-#960 drain valves	04/01/2022	39.72
244 - Bloomington Ford, INC	17- misc. parts for ford - Nut	04/01/2022	6.75
244 - Bloomington Ford, INC	17- misc. parts for ford - Replaced Spark plugs & Cylinder	04/01/2022	7,911.28
941 - Central Indiana Truck Equipment Corporation	17- misc. truck parts - Tube/Straight, Tube, Clamp Twin 3/4"	04/01/2022	508.42
941 - Central Indiana Truck Equipment Corporation	17-L.H./R.H. PIVOT Plate Assembly & Push Link Asssembly	04/01/2022	2,106.17
4335 - Circle Distributing, INC	17-misc. repair parts - Element Assembly -Air Cleaner	04/01/2022	12.07
4335 - Circle Distributing, INC	17-misc. repair parts - Element Assembly -Air Cleaner	04/01/2022	48.28
4335 - Circle Distributing, INC	17-misc. repair parts - Motorcraft Motor assembly	04/01/2022	53.48
4335 - Circle Distributing, INC	17-misc. repair parts - Motorcraft Alternator	04/01/2022	338.37
4335 - Circle Distributing, INC	17-misc. repair parts -Front wheel Hub	04/01/2022	200.12
4335 - Circle Distributing, INC	17-misc. repair parts - wheel assembly	04/01/2022	121.91



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5792 - Clark Truck Equipment Co., INC	17-#878 breaker, Inv# 59724	04/01/2022	68.00
594 - Curry Auto Center, INC	17-#811 hardware (4) Nuts & Bolts	04/01/2022	41.04
594 - Curry Auto Center, INC	17-#199I hoses	04/01/2022	158.96
594 - Curry Auto Center, INC	17- EGR Valve # 627	04/01/2022	253.06
51827 - Fire Service, INC	17 - fire scene light	04/01/2022	115.07
796 - Interstate Battery System of Bloomington, INC	17 - misc batteries for vehicles and equipment; inv# 30060126	04/01/2022	602.30
796 - Interstate Battery System of Bloomington, INC	17 - misc batteries for vehicles and equipment	04/01/2022	904.39
4439 - JX Enterprises, INC	17-misc. Peter built parts - Bracket for Fuel tank step	04/01/2022	531.98
4439 - JX Enterprises, INC	17-misc. Peter built parts - Muffler-Stack Flex	04/01/2022	589.99
2974 - MacAllister Machinery Co, INC	17-#657 parts - Control GP	04/01/2022	376.81
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Central Arm Assembly	04/01/2022	708.58
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Air Filter	04/01/2022	10.07
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - A/T Filter	04/01/2022	21.49
53385 - O'Reilly Automotive Stores, INC	17- credit for part return - New CV Shaft	04/01/2022	(98.73)
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts - Ictrl Arm Assembly	04/01/2022	196.52
53385 - O'Reilly Automotive Stores, INC	17- misc. truck parts- Central Arm Assemblies	04/01/2022	708.58
5531 - Pump's Tire Service, INC	17- #811 alignment - Chevy 3500	04/01/2022	185.50
786 - Richard's Small Engine, INC	17-#409 engine gasket set	04/01/2022	40.24
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts for the month of february	04/01/2022	10,632.40
54351 - Sternberg, INC	17-misc. International parts - Remanalt, A906D	04/01/2022	239.48
582 - Town & Country Chrysler Dodge Jeep, INC	17- misc. Chrysler parts - Starter	04/01/2022	410.75



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582 - Town & Country Chrysler Dodge Jeep, INC	17- misc. Chrysler parts - Oxygen Sensor & Idler Pulley	04/01/2022	147.69
582 - Town & Country Chrysler Dodge Jeep, INC	17- misc. Chrysler parts - Battery	04/01/2022	320.94
582 - Town & Country Chrysler Dodge Jeep, INC	17- misc. Chrysler parts - Starter & deposit	04/01/2022	410.75
582 - Town & Country Chrysler Dodge Jeep, INC	17- misc. Chrysler parts - Shaft: Axle Half & deposit	04/01/2022	463.95
582 - Town & Country Chrysler Dodge Jeep, INC	17- misc. Chrysler parts - Radiator ; Engine Coolant	04/01/2022	478.55
Account 52320 - Motor Vehicle Repair Totals		Invoice 37 Transactions	<hr/> \$29,864.93
Account 53140 - Exterminator Services			
51538 - Economy Termite & Pest Control, INC	17- Exterminator Service @ Fleet for Feburary	BC 2021-108 04/01/2022	95.00
Account 53140 - Exterminator Services Totals		Invoice 1 Transactions	<hr/> \$95.00
Account 53210 - Telephone			
1079 - AT&T	28-CH/off site fac-long distance chgs	03/22/2022	11.83
	02/09/2022-BAN #849494015		
1079 - AT&T	28-CH/off site fac-long distance chgs	03/22/2022	11.34
	03/09/2022-BAN #849494015		
Account 53210 - Telephone Totals		Invoice 2 Transactions	<hr/> \$23.17
Account 53610 - Building Repairs			
656 - B&L Sheet Metal and Roofing, INC	17 - repairs to the roof at fleet	BC 2021-101 04/01/2022	554.25
Account 53610 - Building Repairs Totals		Invoice 1 Transactions	<hr/> \$554.25
Account 53620 - Motor Repairs			
4474 - Ken's Westside Service & Towing, LLC	17 - Towing Services for Black Dodge Charger from BPD to Fleet	04/01/2022	75.00
4474 - Ken's Westside Service & Towing, LLC	17 - towing services for Yellow Kenworth T370	04/01/2022	225.00
4474 - Ken's Westside Service & Towing, LLC	17 - towing services for Yellow Sterling L7500 Series	04/01/2022	225.00
4588 - The Auto Glass Professionals(Perfection Auto Glass	17 - windshield replacement on Ford F Series F550	04/01/2022	273.05



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Account 53620 - Motor Repairs Totals		Invoice 4	\$798.05
Account 53920 - Laundry and Other Sanitation Services		Transactions	
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat rentals and shop towels for March	04/01/2022	77.36
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 1	\$77.36
Program 170000 - Main Totals		Transactions	
Department 17 - Fleet Maintenance Totals		Invoice 50	\$105,628.85
Fund 802 - Fleet Maintenance(\$9500) Totals		Transactions	
		Invoice 50	\$105,628.85
		Transactions	
		Invoice 50	\$105,628.85
		Transactions	
Fund 804 - Insurance Voluntary Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990.1271 - Other Services and Charges Section 125 - URM- City			
17785 - The Howard E. Nyhart Company, INC	12-City URM	03/21/2022	79.41
17785 - The Howard E. Nyhart Company, INC	12-City URM	03/21/2022	177.77
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/22/2022	42.08
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/23/2022	303.99
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/24/2022	116.09
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		Invoice 5	\$719.34
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util		Transactions	
17785 - The Howard E. Nyhart Company, INC	12-Util URM	03/21/2022	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/22/2022	50.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/23/2022	58.98



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17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/24/2022	58.75
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		Invoice 4	\$192.73
Account 53990.1283 - Other Services and Charges Health Savings Account		Transactions	
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contribution	03/24/2022	20,388.89
Account 53990.1283 - Other Services and Charges Health Savings Account Totals		Invoice 1	\$20,388.89
		Transactions	
Program 120000 - Main Totals		Invoice 10	\$21,300.96
		Transactions	
Department 12 - Human Resources Totals		Invoice 10	\$21,300.96
		Transactions	
Fund 804 - Insurance Voluntary Trust Totals		Invoice 10	\$21,300.96
		Transactions	
Fund 976 - Consolidated TIF Bond Proceeds			
Department 15 - HAND			
Program 159006 - West 17th Street Area			
Account 53990 - Other Services and Charges			
6754 - John M Simpson (Monroe LLC)	07-17th Street Tree Clearing, BC-2022-009-CN	BC 2022-009 04/01/2022	22,500.00
Account 53990 - Other Services and Charges Totals		Invoice 1	\$22,500.00
		Transactions	
Program 159006 - West 17th Street Area Totals		Invoice 1	\$22,500.00
		Transactions	
Department 15 - HAND Totals		Invoice 1	\$22,500.00
		Transactions	
Fund 976 - Consolidated TIF Bond Proceeds Totals		Invoice 1	\$22,500.00
		Transactions	
Fund 978 - City 2016 GO Bond Proceeds			
Department 06 - Controller's Office			
Program 06016C - 2016 C Jackson Trail			
Account 54310 - Improvements Other Than Building			



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16 - Butler, Fairman & Seufert, INC

13-Jackson Creek Trail PH2_(CE)-6/1/21- 1/31/22	BC 2019-11	04/01/2022	398.32
Account 54310 - Improvements Other Than Building Totals	Invoice 1		<u>\$398.32</u>
	Transactions		
Program 06016C - 2016 C Jackson Trail Totals	Invoice 1		<u>\$398.32</u>
	Transactions		
Department 06 - Controller's Office Totals	Invoice 1		<u>\$398.32</u>
	Transactions		
Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice 1		<u>\$398.32</u>
	Transactions		
Grand Totals	Invoice 252		<u><u>\$696,082.30</u></u>
	Transactions		

REGISTER OF CLAIMS
Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
04/01/22	Claims				\$696,082.30

\$696,082.30

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 \$696,082.30

Dated this 29th day of March year of 2022

Kyla Cox Decakrd, President

Beth H. Hollingsworth, Vice President

Elizabeth Karon, Secretary

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

Fiscal Office _____